
Collective Agreement

between

**Ontario Public Service Employees Union
and its Local 433**

AND

Ongwanada

Duration: April 1, 2001 TO: March 31, 2003

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OPSEU



SEFPO

Sector 2C

12805 (02)

NOTE: Applicable items have been differentiated for full time and part time employees. Items which apply only to part time employees have been *italicized*, those which only apply to full time employees have been **bolded**. Items which apply to both full time and part time employees are in regular font.

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COLLECTIVE AGREEMENT

between:

ONGWANADA,

(hereinafter referred to as "the Employer")

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

(hereinafter referred to as "the Union")

AND ITS LOCAL 433

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for a bargaining unit consisting of all Full and part time employees of Ongwanada at Kingston, Ontario employed within the following departments:

- A) Psychology Department
- B) Social Services Department
- C) Occupational Therapy Department
- D) Crescent Community Services
- E) Community and Vocational Department
- F) Clinical Records Department
- G) Community Behaviour Management Services
- H) Adult Protective Services
- I) Residential and Client Services (except registered nurses)

save and except supervisors, employees above the rank of supervisor, students employed during the school vacation period, any persons covered by subsisting Collective Agreements, and those employees providing confidential services as determined by the Ontario Labour Relations Board.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that the management of Ongwanada and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer, and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause, provided that a claim for unjust discipline or discharge may be the subject matter of a grievance and dealt with as hereinafter provided;
- b) select, hire, transfer, direct, promote, demote, classify and layoff or recall employees;
- c) determine the number of personnel required at any time; work assignments; working schedules; the location of work; the functions to be performed and the procedures and equipment to be used; job content; reasonable quality and quantity standards; the qualifications of an employee to perform any particular job; use improved methods and equipment; and require medical examinations for justifiable reasons;
- d) have the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment.

2.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this agreement. A claim that the Employer has exercised its functions in a manner inconsistent with the provisions of the collective agreement may be the subject matter of a grievance and dealt with as hereinafter provided. It is understood by the Union that the express provisions of this agreement constitute the only limitations upon the Employer's rights.

ARTICLE 3 - NO DISCRIMINATION

- 3.01** a) The Employer and the Union 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 the Union.
- b) The Union further agrees that there will be no union activity or meetings on the Employer's premises except as provided for in this agreement unless permission is granted by the Employer.

It is understood that this is not intended to restrict the freedom

of Union members to discuss Union matters during their meal breaks or rest periods.

- c) The Employer, the Union, and the employees, agree that there shall be no discrimination practised by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, as defined in Section (9)1 of the Ontario Human Rights Code.

ARTICLE 4 - UNION SECURITY

4.01 The Employer agrees to deduct from the pay of each employee who is covered by this agreement once a month a sum equal to the regular monthly dues of the Union and to remit such deductions to the Secretary-Treasurer of the Union, at its Head Office, 100 Lesmill Road, North York, Ontario, M3B 3P8, not later than the fifteenth (15th) day of the month following, accompanied by a list of names of all employees from whose pay the deductions have been made. In the case of newly employed persons, such deductions shall commence on the first dues deduction following one (1) month of employment. Upon the mailing of the dues, the Union agrees to save the Employer harmless from all and any claims which may arise as a result of such deductions and payment.

The Employer also agrees to report total dues deducted on the T-4 slips supplied to each employee.

ARTICLE 5 - UNION REPRESENTATION

- 5.01
 - a) The Employer agrees to recognize a committee of five (5) employees consisting of the President of the local, two (2) part time employees, and two (2) full time employees to negotiate amendments or renewals to this agreement,
 - b) The Employer agrees to recognize elected Union stewards to assist employees in the presentation of any grievance that properly arises under the provisions of this agreement. The Union agrees to provide the Employer with lists of these stewards and any changes to this list as necessary.
 - c) The Employer shall recognize up to four (4) employees plus the president of OPSEU, Local 433 to act as Union representatives

to the combined full-time and part-time Employee Relations Committee. It is understood that the committee shall meet periodically at the request of either party. Employees serving on the Employee Relations Committee or any Committee established to address issues of joint concern shall be paid at their regular rate of pay up to 72.50 or 80 hours per pay period or lieu time in excess of this (as per article 10.02 a) and b) for time spent attending the Employee Relations Committee meetings. Part time employees will be paid at least the minimum shift at straight time

- d) Employees serving on the Union's Negotiating Committee shall be paid for lost time from his normal straight time working hours at his regular rate of pay, in direct contract negotiations, up to the point of arbitration, for renewal of this Collective Agreement. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off with no loss of credits or benefits for the purpose of attending Arbitration Hearings.

5.02 The Union shall advise the Employer, in writing, the names of its committee. The Employer shall not be obliged to recognize committee members until such time as written notice has been received.

5.03 The O.P.S.E.U. Area Representative may attend E.R.C. meetings at the invitation of the local Union.

5.04 A representative from O.P.S.E.U. may assist in negotiations.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Purpose of this Article

The purpose of this Article is to establish a procedure for the settlement of grievances.

6.02 Definition of a Grievance

A grievance is defined as a complaint or dispute concerning the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitral.

6.03 Procedure for filing Employee Non-Discharge and Non-Suspension Grievances:

a) First Step

- i) Any employee who has completed his/her probationary period, having a complaint, shall verbally make known to his/her immediate supervisor the fact that he/she has a complaint within fourteen (14) calendar days after the incident giving rise to the complaint became known or should have become known to the employee.
- ii) The parties agree to be forthwith in the provision of information as early as possible in the grievance process.
- iii) A meeting may be convened at the Supervisor discretion should one be required. However, the immediate Supervisor shall give his decision verbally within seven (7) calendar days from the date of the complaint being lodged.

b) Second Step

- i) If the employee is dissatisfied with the decision of his immediate Supervisor, the complaint shall be treated as a grievance and shall state the nature of the grievance, the section or sections of the contract alleged to have been violated and the redress sought.
- ii) This written grievance, signed by the employee, must be presented to the Co-ordinator, Human Resources by the Union representative or grievor within fourteen (14) calendar days from the date of the immediate Supervisor's reply in the first step of the grievance procedure.
- iii) Within seven (7) calendar days of receipt of the grievance, the Co-ordinator, Human Resources shall arrange to meet with the grievor. If desired, the Employer will be represented by the Co-ordinator, Human Resources and Department Head, or their nominees. If desired, the Union will be represented by the steward and the representative(s) of the Union.
- iv) Within seven (7) calendar days of this meeting, the Co-ordinator, Human Resources will render his decision in writing.

6.04 Procedure for Filing Employee Discharge and Suspension Grievances

A claim by an employee, who has completed his probationary period, that he has been unjustly suspended or discharged, shall be treated as a grievance if a written statement of such grievance is lodged with the Employer within fourteen (14) calendar days after the suspension or discharge is effected. Such grievance shall commence at Step 2 of the Grievance Procedure.

6.05 Procedure for Filing Union or Employer Policy Grievances

A grievance of general application by either the Employer or the Union affecting either of the parties directly arising out of the interpretation or administration of the collective agreement, may be submitted at Step 2 of the Grievance Procedure. Such grievance must be submitted within fourteen (14) calendar days after the incident giving rise to the grievance.

6.06 Procedure for Filing Employer Grievances

A grievance by the Employer shall be given to the Chairperson of the Committee in writing, and shall commence at the Second Step of the Grievance Procedure. If not settled at this stage, then the matter may be processed to arbitration in the same manner as an employee grievance. Such grievance must be submitted within fourteen (14) calendar days after the incident giving rise to the grievance.

6.07 a) Time Limits imposed on Grievances

Any complaint which is not made known within the time specified in this agreement or which is not processed through to the next step of the grievance procedure or carried through to arbitration within the time specified in the agreement, shall be deemed to have been dropped by the party initiating the grievance and, therefore, can no longer be processed through the grievance procedure or carried through to arbitration. However, if a party fails to reply to a grievance within the time limits set out at any step in the grievance procedure, the grievance may be submitted to the next step of the grievance procedure.

Clarity Notes:

Notwithstanding that the parties agree that the time limits in the grievance procedure or arbitration procedure are mandatory,

the Union has the right to argue the application of Subsection 48(16) of the Ontario Labour Relations Act if it so desires. For information purposes only Sub-section 48(16) of the Ontario Labour Relations Act reads as follows:

"48.16 Except where a collective agreement states that this subsection does not apply, an arbitrator or arbitration board may extend the time for the taking of any step in the grievance procedure under a collective agreement, despite the expiration of the time, where the arbitrator or arbitration board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension."

- b) Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing.
- c) The settlement of a grievance in any of the steps of the grievance procedure shall prevent the grievance from being processed further.

6.08 Grievance Time for Stewards

A steward, after first obtaining permission from his supervisor, will be permitted at reasonable times during working hours to leave his regular duties for short intervals to perform such functions as are properly provided under Article 6. When returning to his regular duties such employee shall so notify his supervisor. Such employees will be compensated for the time so taken when it is during the employee's working hours on the premises of the Employer.

ARTICLE 7 - ARBITRATION

7.01 Procedure for Proceeding to Arbitration

- a) When either party requests that a grievance be submitted to arbitration, the request shall be made within twenty-eight (28) calendar days, from the date of the reply by the Co-ordinator, Human Resources in the second step of the grievance procedure. Such a request shall be made by registered mail addressed to the other party of the agreement, indicating the name and address of its nominee to the arbitration board. Within twenty-eight (28) calendar days thereafter the other

party shall answer by registered mail or by courier indicating the name and address of its nominee. If no written request for arbitration is post marked within the time limit specified above, the grievance in question shall be deemed to have been dropped by the party initiating the arbitration proceedings and, therefore, cannot be processed to arbitration.

- b) By mutual consent, the parties may enter into a mediation process to attempt to resolve the grievance.

The clarity note in Article 6.07 also applies to Article 7.01.

7.02 a) Procedure for Selecting the Chairperson of the Arbitration Board

The two (2) nominees shall, within ten (10) working days of the appointment of the second of them, or at a time mutually agreed upon, appoint a third person who shall be the Chairperson. If the two (2) nominees fail to agree upon a chairperson within the time limit, the Minister of Labour of the Province of Ontario, upon the request of either party shall appoint an impartial chairperson.

- b) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

7.03 a) Functions of the Board of Arbitration

In the event that arbitration proceedings are invoked, the matter before the board shall be the written grievance identified in 6.03 b), Second Step of the Grievance Procedure.

- b) The board of arbitration shall not be authorized to make any decision inconsistent with the provisions of this agreement, nor to alter, modify or amend any part thereof.

7.04 Arbitration Expenses

- a) The Employer and the Union shall each bear its own separate cost of arbitration, and the expense of its own nominee mentioned in Article 7.01.
- b) The expense and fee of the chairperson shall be borne equally by the Employer and the Union.
- c) Leave of Absence with pay shall be granted to members of

the Union who are subpoenaed to attend Arbitration Hearings. The Union shall reimburse the employer for receipt of such pay.

ARTICLE 8 - NO STRIKES OR LOCKOUTS

8.01 In view of the orderly procedure established by this agreement, for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this agreement, there will be no strike, slowdown or stoppage of or interference with work or service, either complete or partial, and the Employer agrees that there will be no lockout of employees.

ARTICLE 9 - SENIORITY

- 9.01 a) There shall be two seniority lists; one for full time employees and one for part-time employees.
- b) i) **Seniority shall be defined for full-time employees as follows:**
Seniority shall be defined as length of continuous service in the employ of the Employer since the most recent date of hire within the bargaining unit as a full time employee.
- ii) **Seniority shall be defined for part-time employees as follows:**
Seniority shall be defined as the total number of hours worked since the most recent date of hire within the bargaining unit as a part time employee.
- c) Continuous service shall be defined as last date of hire in the employ of the employer for full time employees and pro rated for part time employees.
- d) Seniority and service shall be considered earned and retained when an employee status changes from Full-time to Part-time, or vice-versa. ~~For~~ the purpose of the application of seniority and service, an employee whose status changes from Full-time to Part-time shall receive **full** credit for his/her seniority and service on the basis of hours (1660 - Category A; **1825** - Category **B**) for each year of full-time or part time seniority, pro-rated for part years.

An employee whose status changes from Part-time to Full-time or vice-versa shall receive credit for his/her seniority on the basis of one year of seniority and service for every 1660 (Category A) or 1825 (Category B) hours worked.

- e) Seniority shall not be accrued for time spent outside the bargaining unit. Seniority shall be terminated after an employee works an accumulation of one year outside the bargaining unit unless the employee returns to the bargaining unit for a minimum of six months.

An employee working in a temporary acting management or non-union position for the Employer will continue to pay Union dues for the duration of this position.

9.02 Probationary Period

- a) **For Full Time Employees**

Probationary Period

An employee will be considered to be on probation and will not have seniority standing until he has completed six (6) months of service from his last date of hiring.

- b) ***For Part Time Employees***

Probationary Period

Employees in Category 'A' shall be considered to be on probation for the first 825 hours of work or 9 months from their last date of hire, whichever occurs first.

Employees in Category 'B' shall be considered to be on probation for their first 900 hours of work or 9 months from their last date of hiring, whichever occurs first.

- c) During the probationary period, employees may be terminated at any time without recourse to the grievance or arbitration procedure. Upon satisfactory completion of the probationary period an employee will then acquire seniority standing dating from the date he commenced his current period of employment. It is understood that an employee whose status changes from the full-time to part-time or vice-versa shall have any time worked in his/her previous status, since their most recent date of hire in the bargaining unit counted towards the requirements of the probationary period in his/her new status.

9.03 Seniority and Employment Termination

An employee shall lose his/her seniority and shall be deemed to have terminated his employment when:

- a) s/he voluntarily quits his employment;
- b) s/he is discharged for just cause and is therefore not reinstated through the grievance procedure;
- c) s/he does no work for the Employer for a period of twelve (12) months or more;
- d) s/he, upon being recalled from a lay-off, fails to report to work within seven (7) calendar days from the date of notification by the Employer;
- e) s/he fails to return to work upon termination of an authorized leave of absence;
- f) **For full-time employees;
s/he accepts gainful employment while on a leave of absence unless permission is granted by the Employer;**

*For part time employees;
s/he accepts gainful employment while on a leave of absence pursuant to Article 11 or 12, unless permission is approved by the Employer;*

NOTE: This provision is only intended to apply in the case of a part-time worker who is found to be working while on a leave during hours when s/he would otherwise have been working at Ongwanada. It is not intended to restrict the right of part-time employees from entering into other simultaneous employment relationships where the work is normally performed at different hours.

- g) s/he is retired.

9.04 Seniority and employment termination for being absent from work without notifying the Employer:

An employee who is unable to report for work will be expected to notify the Employer by the time he is due to report to work. Any

employee who is absent two (2) working days without notifying the Employer, unless such notification was not reasonably possible, shall be discharged.

9.05 Layoffs & Recalls from Layoffs

a) Retirement Allowance

- i) Prior to the notice of lay off in any classification, the Employer shall offer a retirement allowance to the number of employees, eligible in the affected classifications for HOOPP retirement, at least equal to the number of possible layoffs on the basis of bargaining unit seniority. An employee who elects this option shall receive 2 weeks salary for each year of service up to a maximum of 26 weeks pay and in addition receive a lump sum payment of \$1000.00 for each year less than age 65, (pro-rated for a partial year) to a maximum of \$5,000.00.

b) Notice of Layoff

- i) If circumstances arise which might warrant a layoff of employees covered by this agreement as defined in 9.05 the Employer shall notify the Union forthwith and if requested meet with the Union to discuss the reasons, alternatives and individuals affected with respect to the layoff. It is further agreed that should the parties arrive at a written agreement to resolve the issue other than by invoking the layoff procedure, such alternatives will be implemented and will take precedence over the terms of lay-off in this agreement.
- ii) In the event of a proposed layoff of a permanent or long term nature, the Employer will provide the employee with a minimum of thirty (30) calendar days notice of such layoff.

c) Layoffs

- i) Layoffs will be made by status (full time, part time, casual) and by job classification. The employee with the greatest seniority in the affected job status/ classification will be the last to be laid off.

- ii) **For Full Time Employees**
For the purpose of this article, a lay off means a lay off of more than fourteen (14) calendar days. In the event that the Employer is proposing to reduce full time hours for less than fourteen (14) calendar days , the Employer will notify the Union to discuss the reasons, the individuals affected and alternatives to the proposed reduction in hours.

- iii) *For Part Time Employees*
For the purpose of this article, a lay off occurs when employee does not receive the minimum scheduled hours as provided in Article 10.1 la), or where the Employer becomes aware that it will be unable to provide the minimum scheduled hours of work. In the event that the Employer becomes aware that it will be unable to provide the minimum scheduled hours, they will notify the Union to discuss the reasons, the individuals affected and alternatives to this reduction in hours.

- iv) In the event of a long term lay off of more than three (3) months an employee who has received notice of lay off shall have fourteen (14) calendar days to choose one of the following options:
 - 1) To accept the lay off with the right to recall for twenty-four (24) months; or
 - 2) To receive a Separation Allowance equal to two (2) weeks salary for each year of continuous service to a maximum of twelve (12) weeks pay. In addition, up to a maximum of three thousand (\$3,000) dollars for tuition, books or supplies for education or training will be reimbursed by the Employer for courses applied for within one year of the last day worked provided the employee has at least five (5) years service; or
 - 3) Their choice (as applicable) of:
 - ** To displace a full time or part time employee in the same classification with the least seniority. Such Employee so displaced shall be laid off subject to his/her

rights under this article.

- ** To displace a full time or part time employee in an identical or lower paying classification with the least seniority in that classification provided she/he has the present ability to perform the remaining work available in that classification and successfully completes training by the next training course if possible. Such Employee so displaced shall be laid off subject to his/her rights under this article.

- v) An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification consistent with the level s/he would have achieved in that classification based on his/her seniority.
- vi) Where an Employee has been identified as surplus, reasonable time off up to a maximum of six(6) hours with no loss of pay and no loss of credits shall be granted to attend scheduled interviews for alternate positions provided that the time off does not unduly interfere with operating requirements.
- vii) In the event of a lay-off of less than three (3) months the employee affected shall have the displacement options listed above except 9.05d) Lay-offs iv) (separation allowance).

d) Benefits on Layoff – For Full time Employees

The employer agrees to maintain the Employer's share of the Benefits premium costs for the first three (3) months of a short or long term lay off.

e) Recalls

- i) No new OPSEU employees shall be hired until all those laid off have been given the opportunity to return to work. If an employee refuses a recall opportunity it is understood that the employee will then forfeit all recall rights under this article.

- ii) The requirements for posting vacancies shall not apply until the recall process has been completed.
- iii) An employee recalled to work in a different classification from which s/he was laid off, or an employee who has displaced an employee in a lower classification shall be entitled to return to work to the position s/he held prior to the lay-off should it become vacant within 24 months of the lay-off or displacement.
- iv) Where there are full or part time vacancies , employees shall be recalled in order of seniority provided that the employee holds the requisite qualifications and ability to do the job.

f) Recall Notification

- i) The Employer shall notify the employee of recall opportunities by registered mail and/or courier. The notification shall state the job to which the employee is entitled to be recalled and the date and time at which the employee shall report to work. The Employee shall make his/her intentions known to the employer within seven (7) calendar days of receiving such notice.
- ii) The laid off employee will promptly notify the Employer of any change of his/her address and/or telephone number.

9.06

Job Vacancies

- a) When job vacancies occur in the bargaining unit and the Employer desires to fill such a job vacancy, such fact will be posted on the bulletin board for a period of seven (7) calendar days, excluding the actual day the vacancy is posted. OPSEU/SEFPO employees will have the first opportunity for promotion or filling the vacancy.
- b) Temporary appointments of less than sixty (60) calendar days will be offered within the department by status and seniority within the classification (fulltime appointments will be offered to regular part time and regular part time will be offered to casual). Employees in temporary appointments of less than sixty (60) calendar days are eligible to apply to other posted vacancies and will not be required to complete their temporary

appointment.

- c) For the purposes of this article, vacancies do not include temporary appointments of less than sixty (60) calendar days. Temporary vacancies in excess of sixty (60) calendar days and up to two (2) years will be posted normally only once for the duration of the temporary vacancy. Employees in temporary positions will be eligible to apply for other posted vacancies, however, unless the posted vacancy is a permanent position and/or a different classification or status, the employee will be required to complete the duration of their original temporary position. All posted temporary vacancies will indicate whether "replaced employee" and/or "project specific".

If a vacancy exceeds the duration indicated at posting the employer will notify the Union. If an extension of a temporary position is required over twenty-four (24) months, the Employer and the Union must mutually agree in writing to define the length of the extension.

- d) The Employer will determine the successful candidate to a job posting by considering the qualifications, skill and present ability of the individual to perform the required work in jobs within the bargaining unit, and where these are in the opinion of the Employer equal, the employee with the greatest seniority will receive the appointment.
- e) An employee selected on this basis will be given an opportunity of fulfilling the duties of the new position during a period which may not exceed three (3) months. If an employee fails to meet the requirements for the job at any time during the three (3) month period, or if the employee wishes to relinquish the position at any time during the three (3) month period, he will be returned to his former position.
- f) Where no employee meets the qualifying factors under this article, the Employer shall be free to fill the job at the Employer's discretion.
- g) Any temporary vacancies of sixty (60) calendar days or more in duration shall be posted and filled in accordance with the provisions of this article. It is understood, however that when the original incumbent returns to work, or the position ends, the employee who filled the temporary vacancy will return to his/her original job.

9.07 Seniority Lists

The employer shall maintain two seniority lists, one for full time and one for part time employees. Up-to-date seniority lists shall be sent to the Union and posted on the main bulletin board semi-annually (February 1 for the six month period ending December 31 and August 1 for the six month period ending June 30) of each year. A list of new employees shall be given to the Union Chief Steward at the end of each month.

9.08 Work of the Bargaining Unit

It is recognized that bargaining unit and non-bargaining unit employees may perform the same or similar tasks in meeting the responsibilities of their respective positions. Apart from this understanding, it is agreed that work currently performed by members of this bargaining unit, shall not be carried out by employees excluded from the bargaining unit, with the exception of students hired during the school vacation period, if such work, in itself, will result in a layoff of bargaining unit employees, other than part-time casual employees.

9.09 Contracting Out

Ongwanada shall not contract out work or service where it has bargaining unit employees that normally provide this work or service. However, Ongwanada may contract out work, providing that no employee, other than part-time casual employees, shall be laid off or suffer a loss of classification or seniority because of such contracting out.

ARTICLE 10 - HOURS OF WORK

10.01 For Full Time Employees

a) **Clinical Records, Social Services, Occupational Therapy, Psychology and Community Behaviour Management Services**

The normal hours of work for all full time Clinical Records, Social Services, Occupational Therapy, Psychology and Community Behaviour Management Services staff shall average seventy-two and one half (72-1/2) hours per two week period. The normal hours of work shall be seven and one-quarter (7-1/4) hours per day, exclusive of minimum half-hour (1/2) meal

periods.

It is understood, however, that this shall not be, nor construed to be, a guarantee as to the hours of work per two-week period or as to the hours of work per day, nor as a guarantee of working schedules.

b) All other full time employees

The normal hours of work for all other full time employees shall average eighty (80) hours per two week period. The normal hours of work shall be eight (8) hours per day, exclusive of minimum half-hour (1/2) meal periods. It is understood, however, that this shall not be, nor be construed to be, a guarantee as to the hours of work per two week period or as to the hours of work per day, nor as a guarantee of working schedules.

10.02

a) Clinical Records, Social Services, Occupational Therapy, Psychology and Community Behaviour Management Services

Any approved hours for Clinical Records, Social Services, Occupational Therapy, Psychology and Community Behaviour Management Services staff worked in excess of seven and one-quarter (7-1/4) hours per day, or in excess of seventy-two and one-half (72-1/2) hours per two week period shall be paid at time and one half (1-1/2) of the employee's regular straight time hourly rate.

In lieu of overtime pay, an employee with the consent of the Employer, may take compensating time off from his regular hours of work equal to time and one half of the overtime hours worked at a time mutually convenient to the employee and his immediate supervisor. A maximum of five (5) days compensating time off may be accumulated.

It is understood that different arrangements can be made by mutual agreement between the employee and his supervisor for special client outings.

b) All other full-time employees

Any approved hours for all other employees worked in excess of eight (8) hours per day or in excess of eighty (80) hours per two-week period shall be paid at time and one-half (1-1/2) of

the employee's regular straight time hourly rate.

In lieu of overtime pay, an employee with the consent of the Employer, may take compensating time off from his regular hours of work equal to time and one half of the overtime worked at a time mutually convenient to the employee and his immediate supervisor. A maximum of five (5) days compensating time off may be accumulated.

It is understood that different arrangements can be made by mutual agreement between the employee and his supervisor for special client outings.

10.03 a) Employees will not work more than eighteen (18) hours in any twenty-four (24) hour period notwithstanding the Memorandum of Agreement - "Compressed work weeks (24 hour shifts) for Residential and Client Services". The start of the eighteen (18) hours begins with the first hour worked in any twenty-four (24) hour period.

b) Distribution of Overtime

Overtime shall be equitably distributed as is practical among employees normally performing the work to be done. Equitably distributed is defined as being by work areas on a shift and by job classifications on that shift.

c) Scheduling of Overtime

All overtime shall be voluntary, provided overall staff requirements are met from among employees normally performing the work to be done within a work area on a shift and by job classification on that shift.

10.04 Shift Premium

a) An employee shall receive a shift premium of forty-eight (48) cents per hour for all hours worked between 5:00 p.m. and 7:00 a.m. Where more than fifty percent (50%) of the hours fall within this period the premium shall be paid for all hours worked.

b) An employee shall receive a shift premium of fortyeight (48¢) cents per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday except for hours where

overtime pay or any other premium payment including shift differential is applicable.

- c) An employee who after ratification of this collective agreement requests in writing to work a preferred shift who would otherwise be entitled to a shift premium will not receive the shift premium.

10.05 Work Scheduling

- a) The hours and days of work of each employee shall be posted in an appropriate place showing a minimum twenty-eight (**28**) day schedule at least two (2) weeks in advance. No change will be made to these schedules without consulting the employee concerned. If a change is made by the Employer to the schedule with less than twelve (**12**) hours' notice to the employee, then he shall be paid at time and one-half (**1-1/2**) of the employee's regular straight time hourly rate for the first day of such change. Employees may be permitted to exchange or surrender scheduled hours of work to another employee provided the employee finds the replacement and the arrangement is submitted in writing and approved by the supervisor or designate and subject to the arrangement not resulting in any additional costs.
- b) Every effort shall be made to avoid scheduling the commencement of a shift within twelve (**12**) hours of the completion of the employee's previous shift. Should an employee be required by the employer to work before the twelve hours have elapsed, he shall be paid time and one-half (**1-1/2**) his regular rate of pay for those hours that fall within the twelve-hour period.

For those employees working in a unit in which a majority of the full-time employees in the same classification have voted to accept arrangements for a compressed work agreement, every effort shall be made to avoid scheduling the commencement of a shift of regularly scheduled employees within **10** hours of the completion of the employees previous shift. Should an employee be scheduled to work before **10** (ten) hours have elapsed he shall be paid time and one half (**1-1/2**) his regular rate for those hours which fall within the ten (**10**) hour period.

- c) Days off shall be scheduled in such a way as to provide an

equitable distribution of full weekends off or two (2) consecutive days off provided that such does not affect the efficient operation of the employer.

Equitable distribution is defined as being on a specific shift, in a specific department or unit, and by specific job classification. The Employer will guarantee that a regular full-time employee shall be scheduled to have at least one weekend off in every successive three (3) week period.

A week-end is defined as 2100 hrs on Friday to 0700 hrs on Monday.

d) There shall be no pyramiding or duplication of this benefit.

10.06 No Pyramiding of Overtime

An employee shall not be entitled to claim an overtime premium more than once with respect to hours worked, and there shall be no pyramiding or duplication of overtime.

10.07 Daylight Savings

In no case shall the amount of regular pay for a full normal shift worked be affected by reason of the change in the number of normal hours worked in consequence of such change from daylight savings time to standard time and vice versa. There will be no payment for the additional hour worked and no reduction for the hour not worked because of the changeover.

HOURS OF WORK - FOR PART TIME EMPLOYEES

10.08 a) *Overtime - An employee shall be eligible for pay at one and one-half (1- 1/2) times his/her regular straight time hourly rate in the event that s/he is required to work the following:*

*i) More than the normal hours of full-time employees in the same classification as set out for **full** time employees in Articles 10.01 a) and b) or*

ii) More than the normal bi-weekly hours of full-time employees as set out for full time employees in Articles 10.01 a) and b) or

iii) More than the normal daily or bi-weekly hours of full-

time employees who work under a compressed work week agreement.

- b) In lieu of overtime, an employee with the consent of the employer, may take compensating time off from his regular hours of work equal to straight time where straight time wages would apply, and time and one half where overtime wages would apply as per article 10.08 a) above at a time mutually convenient to the employee and his immediate supervisor. A maximum of 40 hours compensating time off may be accumulated.*

It is understood that different arrangements can be made by mutual agreement between the employee and his supervisor for special client outings.

10.09 a) Employees will not work more than eighteen (18) hours in any twenty-four (24) hour period notwithstanding the Memorandum of Agreement - "Compressed work weeks (24 hour shifts) for Residential and Client services". The start of the eighteen (18) hours begins with the first hour worked in any twenty-four (24) hour period.

- b) Part-time employees shall not be required to enter into an agreement that would require him/her to work more than seven and one-quarter (7-1/4) or eight (8) hours per day without receipt of overtime pay unless the employee is working on a unit on which a majority of the affected full-time employees in the same classification have voted to accept arrangements for a compressed work week agreement.*

10.10 It is understood that the normal hours shall not be nor construed to be a guarantee as to the hours of work or as a guarantee of working schedules.

10.11 Hours of Work

- a) A regular part-time employee is one who regularly works less than full-time hours (36% or 40 hours per week) as applicable, and who works a pre-determined schedule which shall contain a minimum of twenty-four (24) hours during a two week period.*
- b) A casual part-time employee is one who regularly works less than the normal full-time hours (36% or 40 hours per week)*

over a two (2) week period on a call-in basis only.

- c) *The Employer shall provide, upon reasonable request by the Union, the monthly and year to date totals of all hours worked by regular and casual part time employees.*

10.12

Work Scheduling

- a) *A minimum twenty-eight (28) day schedule showing the hours and days of work of each regular part-time employee shall be posted in an appropriate place at least two (2) weeks in advance of the start of the schedule.*
- b) *The Employer shall endeavour to divide the available hours of scheduled work equally among the regular part-time employees normally performing the work to be done in the work area. When extra or replacement staff are required, preference shall go to those regular part-time employees, normally performing the work to be done, in the work area.*
- c) *When a shift becomes available with more than 24 hours notice of the start of the shift, and no regular part time are available to work, this shift shall be offered to any regular part-time scheduled for a shorter shift on that day. The shorter shift will be filled in the normal manner.*
- d) *A regular part-time employee may arrange with his/her supervisor to work on a regular schedule of fewer hours than involved in the equal division of hours among regular part-time employees in a unit.*
- e) *Call - In Procedure when no part time is available:*
 - ij) *The most senior casual employee will be called and offered the choice among all available shifts. The employee must choose only one, and may only choose a shift if not scheduled already that day.*
 - ii) *If there is no answer, the person calling will proceed to the next employee on the list.*
 - iii) *The employer shall leave a message when possible and a number to call and the employee may call back and accept the shift if it is still available.*

- iv) *If the employee declines the shift, the person calling will proceed to the next person on the list.*
 - v) *If the employee chooses a shift, the other available shifts are then offered to the next person on the list.*
 - vi) *This procedure continues through the casual part time list.*
 - vii) *When a shift or shifts next become available, the person calling will begin where they left off on the list.*
 - viii) *A new seniority list will be distributed semi-annually (February 1 for the six month period ending December 31 and August 1 for the six month period ending June 30), at which time the call in procedure will begin again at step i).*
- f) *More than one call-in shift may be offered to casual employee's if the number of available shifts for that pay period are greater than the number of employees, provided that all regular part time employees in the work area have first been offered the available shifts. (As well as being offered longer shifts when applicable as per article IO.12c). Each casual employee would be given the opportunity to choose, at one time, the number of shifts to which s/he would be entitled to, i.e. divide the number of shifts available by the number of casuals. The number/length of shifts are to be distributed as equally as possible.*
 - g) *Employees who report for any scheduled shift shall be guaranteed at least three (3) hours of work, or if no work is available, at least three (3) hours pay in lieu thereof.*
 - h) *This reporting allowance shall not apply whenever an employee has received at least twelve (12) hours' notice prior to the scheduled start of his/her shift not to report to work.*
 - i) *Employees who are called in for extra work and do not receive notice or cancellation at least four hours prior to the beginning of the shift shall be guaranteed at least two hours of work or if no work is available, shall be paid at least two hours when work is not available due to conditions beyond the control of the Employer.*
 - j) *The Employer shall use its best efforts to ensure that all part-time work is allocated on a scheduled rather than a casual*

basis wherever practical.

- k) Except as provided for in clause 10.12 l), every effort shall be made to avoid scheduling the commencement of a shift of regularly scheduled part-time employees, within twelve (12) hours of the completion of the employee's previous shift. Should an employee be scheduled by the Employer to work before twelve (12) hours have elapsed, s/he shall be paid time and one-half (1- 1/2) his/her regular rate of pay for those hours which fall within the twelve (12) hour period.
- l) For those employees working on a unit in which a majority of the full-time employees in the same classification have voted to accept arrangements for a compressed work week agreement, every effort shall be made to avoid scheduling the commencement of a shift of regularly scheduled part-time employees within ten (10) hours of the completion of the employees previous shift.

Should an employee be scheduled to work before ten (10) hours have elapsed he shall be paid time and one-half (1-1/2) his regular rate for those hours which fall within the ten (10) hour period.

- m) **Split Shifts**
The parties agree that part-time Community Support workers may be scheduled to work split shifts. Split shifts will be defined as working no more that two shifts totaling not more than twelve (12) hours and not less than six (6) hours. The parties further agree that no other classification shall work split shifts.

- n) **Shift Extensions**
When deemed necessary by the employer to extend an existing shift of a regular or casual employee, it will be first offered to the employee currently on duty in the respective community residence and subsequently offered to other employees in accordance with the normal call-in procedure, including other employees on duty in other community residences.

An extended shift will be defined as additional hours added to an existing shift, providing that there is no gap in time, and totals no more than twelve (12) hours. The Employer will be responsible for travel time to an alternate work site.

- o) Part-time employees shall be scheduled to have one weekend off in every successive four (4) week period. A week-end is defined as 2100 hours on Friday to 0700 hours on Monday.*
- p) In the event that a change in schedule is requested in writing by an employee and co-signed by an employee, which is submitted to and approved by the Employer, such exchange is not to result in overtime payment or any other additional compensation.*
- q) There shall be no pyramiding or duplication of these benefits.*

10.13 *Shift Premium*

- a) An employee shall receive a shift premium of 48 cents per hour for all hours worked between 5 p.m. and 7 a.m.*

Where more than 50% of the hours fall within this period, the premium shall be paid for all hours worked.
- b) An employee shall receive a shift premium of .48 cents per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday except for hours where overtime pay or any other premium payment including shift differential is applicable.*

10.14 *Daylight Savings*

In no case shall the amount of regular pay for a full normal shift worked be affected by reason of the change in the number of normal hours worked in consequence of such change from daylight savings time to standard time and vice versa. There will be no payment for the additional hour worked and no reduction for the hour not worked because of the change over.

ARTICLE 11 - LEAVE OF ABSENCE

11.01 Union Leave of Absence

- a) Leave of absence without pay shall be granted upon written request to the Employer to employees elected or appointed to represent the Union at conventions, seminars, educational opportunities or any other identified Union function, provided;*
 - i) That no more than ten (10) employees are involved in*

each request and,

- ii) that such leave does not unreasonably interfere with the efficient operation of the Employer.
 - iii) The Union provides as much notice as reasonable possible for such request
- b) At the Union's request, the Employer agrees to pay **up** to three **(3)** (or more under special circumstances) employees on such Union leave his/her regular wages for regularly scheduled shifts and bill **OPSEU** head office for reimbursement of these wages.
 - c) The Employer agrees to endeavour to adjust schedules, with no **loss** of hours, to allow employees to attend such functions.
 - d) Such leave will not be unreasonably denied.
 - e) When an employee is elected as the Union's President or First Vice-president of the Provincial Body of **O.P.S.E.U.**, the Union will, immediately following such election, advise the Employer of the name of the employee **so** selected. Leave of absence without pay or benefits shall be granted from the employee's place of employment for the duration of the current term of office.

11.02 Leave of Absence

The Employer may grant leave of absence without pay for other reasons at its discretion. Such leaves shall be for stated periods. Upon return from a leave, the employer will reinstate the employee to his/her former position unless the position has been discontinued, in which circumstances the employee shall have access to Article **9.05** "Lay-offs and Recalls from Lay-offs."

11.03 For full time employees - The Employer's payments towards all group insurance benefits will be suspended after the first month of any leave of absence. They will be reinstated upon the return of the employee to full-time duty. If the employee wishes continuation of these benefits during such a leave, it will be his responsibility to pay the total cost of these group insurance benefits prior to starting the leave of absence.

11.04 For Full Time Employees - The Employer and the Union agree to modify the leave time under the Self Funded Leave Plan providing it is allowed under Revenue Canada Guidelines.

ARTICLE 12 - MATERNITY & PARENTAL LEAVE

For Full Time Employees

- 12.01
- a) Maternity leave & Parental leave will be granted in accordance with the provisions of the Employment Standards Act.
 - b) In respect of the period of maternity leave, the employer shall pay employees with at least 12 months continuous service either:
 - 1) for up to a maximum of 15 weeks, commencing with the employee's eligibility for employment insurance benefit payments, an amount equivalent to the difference between the sum of the weekly E.I. benefits the employee is eligible to receive and any other earnings received by the employee, and 93% of the average weekly rate of pay, which she was receiving over the twenty-six weeks worked prior to the commencement of the maternity leave, or
 - 2) for up to a maximum of 24 weeks, commencing with the employee's eligibility for employment insurance benefit payments, an amount equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee is eligible to receive and any other earnings received by the employee, and 79% * of the average weekly rate of pay, which she was receiving over the twenty-six (26) weeks worked prior to the commencement of the maternity leave. This option will only be available for maternity leaves commencing February 1, 2002, subject to approval of Human Resources Development Canada.

During the period of Maternity Leave and/or Parental Leave, seniority shall accrue.

"Clarity Note: Should the Maternity Leave Benefit provided by Human Resources and Development Canada change, the amount payable under this clause will be adjusted to equal the monetary value in option 12.01 b)1)

- 12.02
- The Employer's payments towards all group insurance benefits will continue during maternity & parental leave provided the employee

wishes continuation of these benefits during such a leave and intends to continue paying the employees contributions.

Employees who wish to continue these benefits must sign a written agreement to have their share of the premiums deducted from the **S.U.B.** payments, if applicable, or provide post dated cheques for the complete leave period prior to commencing the leave. If the employee turns down this option, the employee must sign a waiver and the benefits will be reinstated upon the return of the employee to full-time duty.

- 12.03** Statutory holidays that fall within the employee's two (2) weeks waiting period shall be **considered** as earned and the employee shall receive the equivalent number of hours off with pay upon his/her return to work.

For Part Time Employees

- 12.04 a) *Maternity & Parental Leave will be granted in accordance with the provisions of the Employment Standards Act.*
- b) *In respect of the period of maternity leave, the employer shall pay employees with at least 12 months of continuous service either:*
- i) for up to a maximum of 15 weeks, commencing with the employee's eligibility for employment insurance benefit payments, an amount equivalent to the difference between the sum of the weekly E.I. benefits the employee is eligible to receive and any other earnings received by the employee, and 93% of the employee's average gross earnings which she was receiving prior to the commencement of the maternity leave, or*
 - ii) for up to a maximum of 24 weeks, commencing with the employee's eligibility for employment insurance benefit payments, an amount equivalent to the difference between the sum of the weekly employment insurance benefits the employee is eligible to receive and any other earnings received by the employee, and 79%* of the average weekly rate of pay, which she was receiving over the twenty-six (26) weeks worked prior to the commencement of the maternity leave. This option will only be available for maternity leaves commencing after February 1, 2002, subject to approval of Human*

Resources Development Canada.

During the period of Maternity Leave and/or Parental leave, seniority shall accrue. For purposes of seniority, the employee's average weekly hours in the ten (10) best weeks of the twenty (20) week period immediately prior to the commencement of the maternity leave shall be used to determine her accumulation of seniority while on maternity and/or parental leave.

**Clarity Note: Should the Maternity Leave Benefit provided by Human Resources and Development Canada change the amount payable under this clause will be adjusted to equal the monetary value in option 12.04 b) I).*

ARTICLE 13 - BEREAVEMENT LEAVE

- 13.01 The Employer shall pay an employee up to three (3) days' pay at the employee's regular hourly rate of pay for all regular time lost in the event of the death of the employee's mother, father, brother, sister, spouse/partner*, children, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and legal guardian.
- 13.02 Employees will not be paid for regularly scheduled days off under this article.
- 13.03 Additional leave of absence may be granted without pay.
- 13.04 There shall be no pyramiding or duplication of this benefit.

* Partner shall mean and include a person who is of the same or opposite sex who, although not married to the employee, is currently residing and have continuously resided in a common-law relationship with the employee for not less than 1 full year.

ARTICLE 14 - JURY DUTY AND COURT WITNESS

- 14.01 An employee who is selected for service as a juror **or** who is subpoenaed as a witness to appear in court will be compensated for loss of pay. The Employee will notify the Employer of upcoming **jury/witness** service dates as soon as official notification is received. At this time the Employer will reschedule the employee **for 0800-1600** Monday to Friday for one (1) week periods until the employee completes the **jury/witness** duty. Such compensation will be based

at his regular hourly rate the fee received for his services as a juror or witness. However, should the employee present himself for selection as a juror, and not be selected, then he is required to return to the Employer's premises to complete his remaining normally scheduled work day.

14.02 *A part time employee who is selected for service as a juror or who is subpoenaed as a witness to appear in court will be compensated for loss of pay from his regularly scheduled shift due to such jury or witness service. The Employee will notify the employer as soon as official notification is received. Such compensation will be based on the average daily hours in the best ten (10) of the twenty (20) week period immediately preceding the commencement of the service. Such compensation will be based at his regular hourly rate less the fee received for his services as a juror or witness. However, should the employee present himself for selection as a juror and not be selected, then he is required to return to the employer's premises to complete his remaining scheduled work day.*

14.03 In order for an employee to qualify for payment under this section, he must provide a written statement to the Employer indicating the date of his service as a juror or witness, the time so spent and the fee received for his services as a juror or witness.

The employee may treat his absence as leave with pay and pay to the Employer any fee (but not expenses) he has received as a juror or as a witness.

14.04 There shall be no pyramiding or duplication of this benefit.

ARTICLE 15 - HOLIDAYS

For Full time Employees

15.01 Full time employees will be entitled to the following holidays:

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

Full-time employees will be entitled to a floating holiday each year on

April 1. Furthermore each full time employee will be credited with a floating holiday on November 11. Those employees whose shift is not replaced (non-shift workers) must take the floating holiday at a mutually agreed time during the fiscal year.

15.02 If an employee wishes to observe significant holy days of their faith they may designate in writing by November 1, to the supervisor, up to three alternate statutory holidays, in lieu of Good Friday, and/or Easter Monday and/or Christmas Day, which are observed as significant in the employee's faith. If an employee designates such days, the overtime and other provisions which normally apply to Statutory Holidays will not apply to Good Friday and/or Easter Monday and/or Christmas Day for that employee, but will apply to the days assigned.

15.03 When any of the above holidays fall on a Saturday or Sunday, and are not proclaimed as being observed on some other day, they shall be observed on the day on which they fall. For non-shift employees the following Monday shall be deemed to be the holiday for the purpose of this agreement.

15.04 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular hourly rate of pay exclusive of shift premium.

15.05 In order to qualify for holiday pay, the employee must work his last full scheduled shift immediately preceding and his first full scheduled shift immediately following the holiday. However, an employee shall not lose his holiday pay if absent on either or both qualifying days because of illness or injury which is verified by a certificate signed by a duly recognized medical doctor or he is absent with the specific written permission of the Employer, provided he has been at work within three (3) days of the holiday, whether before or after such holiday.

15.06

- a) A shift that begins or ends during the twenty-four (24) hour period of the holiday, where more than 50 percent (50%) of hours worked fall within the holiday shall be deemed to be work performed on the holiday for the full period of the shift.
- b) Where an employee is scheduled to work on a holiday, the employee shall be paid at a rate of time and one half (1½) the regular hourly rate for all hours worked, and will be given their choice of eight (8) hours in lieu time at a mutually agreeable time or eight (8) hours of pay at their regular hourly rate.

- c) When any of the above noted holidays fall on a shift worker's scheduled day off, the employee will be given their choice of eight (8) hours in lieu time at a mutually agreeable time or eight (8) hours of pay at their regular hourly rate of pay.
- d) Any employee who is normally required to work on a holiday, may accumulate up to a maximum of forty (40) hours in lieu holiday time and upon written request will receive a payout for any or all time off in lieu of statutory holiday hours. Under special circumstances the Employer will consider a written request to accumulate more than forty (40) hours.
- e) An employee who is scheduled to work on a recognized holiday and who fails to do so shall lose his entitlement for the holiday pay and his entitlement for the lieu day with pay.
- f) An employee shall be paid at double (2x) time for employee's regular straight time hourly rate for approved hours worked on a holiday which are in excess of the normal daily hours of work as defined in Article 10 or in a compressed work week agreement.

15.07 There shall be no pyramiding or duplication of this benefit.

For Part Time Employees

15.08 *The Employer recognizes that the following statutory holidays are applicable for part-time employees when determining premium pay for working on any of the following days:*

<i>New Year's Day</i>	<i>Labour Day</i>
<i>Good Friday</i>	<i>Thanksgiving Day</i>
<i>Easter Monday</i>	<i>Christmas Day</i>
<i>Victoria Day</i>	<i>Boxing Day</i>
<i>Canada Day</i>	<i>Civic Holiday</i>

15.09 *Where practical, keeping in mind obligations under Article 10.13, Ongwanada will endeavour to schedule work on recognized holidays as equally as is possible among employees in each work location.*

15.10 *An employee who works on any of the above holidays shall be paid two (2) times his regular rate for all hours worked. Effective on the first (1st) day of the month immediately following ratification {of the 1990 Collective Agreement} a shift that begins or ends during the*

twenty-four (24) hour period of the holiday, where more than fifty percent (50%) of hours worked fall within the holiday shall be deemed to be work performed on the holiday for the full period of the shift. Employees shall be notified of such change prior to implementation.

- 15.11** *If an employee wishes to observe significant holy days of their faith they may designate in writing by November 1, to the supervisor, up to three alternate statutory holidays, in lieu of Good Friday, and/or Easter Monday and/or Christmas Day, which are observed as significant in the employee's faith. If an employee designates such days, the overtime and other provisions which normally apply to Statutory Holidays will not apply to Good Friday and/or Easter Monday and/or Christmas Day for that employee, but will apply to the days assigned.*

ARTICLE 16 - VACATIONS & VACATION CREDITS

For Full Time Employees

- 16.01** A full time permanent employee shall earn vacation credits at the following rates:
- a) One and one-quarter (1-1/4) days per month during the first three (3) years of continuous service.
 - b) One and two-thirds (1-2/3) days per month after three (3) years of continuous service.
 - c) Two and one-twelfth (2-1/12) days per month after fifteen (15) years of continuous service.
 - d) Two and one-half (2-1/2) days per month after twenty-five (25) years of continuous service.
- 16.02** An employee's vacation credits will be prorated based on the number of days worked per month. Ten (10) hours of vacation is received per 173.3 hours worked. Vacation accrual and carryover is based on the fiscal year.
- 16.03** An employee may accumulate vacation credits to a maximum of one and one-half (1-1/2) his annual accrual and may, under special circumstances and with approval from his Department Head,

accumulate vacation credits to a maximum of twice his annual accrual. No credits will accumulate beyond twice his annual accrual.

16.04 The employer will post the vacation planner in all work locations by January 15th of each year for employees to indicate in writing their vacation requests for May 1st of the current year until April 30th of the following year (12 month period).

The Employee must indicate their vacation request in writing on the vacation planner by February 15th.

The Employer will post the approved vacation schedule by March 1st in all work locations. The approved vacation schedule shall not be changed unless agreed between the employee and the employer.

Employees requesting vacation on the vacation planner by February 15th will have their vacations considered on the basis of seniority.

Employees submitting requests after February 15th will have their requests considered on a first come, first served basis. Seniority is not a factor if the request is submitted after February 15th.

Written vacation requests received after the approved vacation schedule is posted (March 1st) will be responded to in writing by the employer within seven (7) calendar days from the date of receipt of such request.

The employer will continue to endeavour to grant denied vacation requests unless the request is withdrawn in writing by the employee. The employer will notify the employee if and when the vacation request is granted. Priority will be given to granting those denied requests submitted prior to February 15th, in order of seniority, then denied requests submitted after February 15th on a first come, first served basis.

It is understood and agreed that the employer will give every consideration as to the preference of time at which employees wish to take their vacations, but of necessity the employer must reserve the final decision as to the scheduling of vacations.

16.05 If a paid holiday falls or is observed during an employee's vacation period, he shall be granted an additional day of vacation with pay for each holiday in addition to his regular vacation time.

16.06 Where an employee leaves the service prior to the completion of three

(3) months' service, he is entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of employment. Upon completion of three (3) or more months of continuous service, he shall be paid for any earned and unused vacation standing to his credit at the date he ceases to be an employee.

16.07 An employee who completes twenty-five (25) years of continuous service on or before the last day of the month in which he attains the age of sixty-four (64), is entitled to receive five (5) days of pre-retirement leave with pay in the year ending with the end of the month in which he reaches age sixty-five (65).

16.08 Where an employee has completed twenty-five (25) years of continuous service, there shall be added, on that occasion only, five (5) days of vacation to his accumulated vacation entitlement.

16.09 Employees may, upon giving at least ten (10) days notice in writing, receive on the last pay preceding commencement of their annual vacation, any cheques which fall due during the period of their vacation.

For Part time Employees

16.10 *Vacation payment based on total time worked will be made to each employee excluding overtime:*

- a) Six (6%) percent during the first three (3) years of continuous service.*
- b) Employees who have completed three (3) years of continuous service shall receive 8% vacation pay.*
- c) Employees who have completed fifteen (15) years of continuous service shall receive 10% vacation pay.*
- d) Employees who have completed twenty-five (25) years of continuous service shall receive 12% vacation pay.*

Years of continuous service shall be based on Category A, 1,660 hours or Category B, 1825 hours of straight time worked equals one (1) year of continuous service. In addition, an employee whose status changes from full-time to part-time or vice versa shall have any time worked in his/her previous status counted for purpose of vacation entitlement.

16.11 *If requested, regular part time employees shall be entitled to vacation leave of absence, without pay per fiscal year at the following rate:*

- a) *three (3) weeks during the first three (3) years of continuous service;*
- b) *four (4) weeks after three (3) years of continuous service;*
- c) *five (5) weeks after fifteen (15) years of continuous service;*
- d) *six (6) weeks after twenty-five (25) years of continuous service;*
- e) *where an employee has completed twenty-five (25) years of continuous service, an employee will receive a \$500.00 bonus, on that occasion only.*

If a part time employee requests specific days off in writing at least seven (7) days prior to the posting of the schedule, the Employer will make a reasonable effort to schedule these as 'regular days off' and not vacation days unless requested by the employee. The Employer will consider the timing, frequency, pattern, operational requirements and any other relevant factors in assessing the employee's request.

16.12 *The employer will post the vacation planner in all work locations by January 15th of each year for employees to indicate in writing their vacation requests for May 1st of the current year until April 30th of the following year (12 month period).*

The Employee must indicate their vacation request in writing on the vacation planner by February 15th.

The Employer will post the approved vacation schedule by March 1st in all work locations. The approved vacation schedule shall not be changed unless agreed between the employee and the employer.

Employees requesting vacation on the vacation planner by February 15th will have their vacations considered on the basis of seniority.

Employees submitting requests after February 15th will have their requests considered on a first come, first served basis. Seniority is not a factor if the request is submitted after February 15th.

Written vacation requests received after the approved vacation schedule is posted (March 1st) will be responded to in writing by the employer within seven (7) calendar days from the date of receipt of

such request.

The employer will continue to endeavour to grant denied vacation requests unless the request is withdrawn in writing by the employee.

The employer will notify the employee if and when the vacation request is granted. Priority will be given to granting those denied requests submitted prior to February 15th, in order of seniority, then denied requests submitted after February 15th on a first come, first served basis.

It is understood and agreed that the employer will give every consideration as to the preference of time at which employees wish to take their vacations, but of necessity the employer must reserve the final decision as to the scheduling of vacations.

ARTICLE 17 - GROUP INSURANCE BENEFIT PLAN

For Full Time employees

- 17.01
- a) Group Life Insurance
The Employer will pay one hundred (100%) percent of the premium costs for a two times (2x) annual earnings Group Life Insurance Plan for all employees working on a full-time basis after the completion of three (3) months of continuous employment.
 - b) Extended Health Care
The Employer will pay seventy-five percent (75%) of the premium costs for an Extended Health Care Plan for all employees working on a full-time basis after the completion of three months of continuous employment. Effective February 1, 2002 there is no deductible and an 80/20 co-insurance on drugs only. All other eligible health expenses will remain at one hundred percent (100%); no co-insurance.
 - c) Vision Care
Effective January 1, 2001 the Extended Health Benefits Plan will provide Vision Care Coverage (maximum \$150.00 every 24 months).
 - d) Terms and Conditions
The complete terms and conditions of these protections are set forth in the Policies, Certificates and/or Plan of each of the insuring companies.

If the employer ceases to provide pharmacy services, co-insurance 80/20 on drugs only ceases and the parties will revert to the previous plan and deductibles (\$10 per individual and \$20 per family per calendar year)

17.02 The Employer's payments towards the insurance program will cease when an employee is laid off or terminated or on a leave of absence as specified in Article 11.03 and Article 12.02 of this collective agreement.

17.03 It is understood that the Employer may at any time substitute another carrier for any plan provided the benefits conferred thereby are not in total decreased. Before making such a substitution, The employer shall notify the Union to explain the proposed change.

Upon a request by the union, the Employer shall provide to the union, full specifications of the benefits programs contracted for and in effect for employees covered herein.

For Part Time Employees

17.04 *A part-time employee who has completed three (3) months of service or 412.5 hours (Category A) or 450 hours (Category B) shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Hospital, as part of direct compensation or otherwise, save and except salary, vacation pay, standby pay, callback pay, reporting pay, responsibility pay, jury and witness duty, and bereavement pay) at an amount equal to fourteen (14%) percent of his/her regular straight time hourly rate for all straight time hours paid.*

ARTICLE 18 - DENTAL PLAN

For Full Time Employees

18.01 The Employer shall pay fifty percent (50%) of the premium costs for a basic dental plan similar or the same as the Blue Cross #9 Plan plus Rider #1, current O.D.A. rates, if the requirements of the Insurance Company are met.

18.02 The employer shall pay fifty percent (50%) of the premium costs for additional dental benefits or the same as the Blue Cross Rider #3, Level IV, providing orthodontics for each insured child between six (6) and eighteen (18) years of age, providing 50% co-insurance, to a

lifetime maximum of \$ 1,500.00 if the requirements of the insurance company are met.

18.03 The employer shall pay fifty percent (50%) of the premium costs for additional dental benefits ~~or~~ the same as the Blue Cross Rider #4, Level V, providing the creation and repair of crowns and bridges, providing 50% co-insurance, to a \$ 1,000.00 annual maximum per insured employee and dependant, if the requirements of the insurance company are met.

Note: Co-insurance means that one half of the "out of pocket" expenses under the current Ontario Dental Association rates are reimbursed up to the specified maximum.

ARTICLE 19 - PENSION PLAN

For Full Time Employees

19.01 The Employer agrees to continue to extend the benefits ~~of~~ the Pension Plan presently in effect to all eligible employees in the bargaining unit.

For Part Time Employees

19.02 *If a part time employee elects to participate in the pension plan after fulfilling all eligibility requirements to participate in the pension plan, the percentage in lieu of benefits paid to part time employees who are in the pension plan will be reduced by the amount of the Employer's premium as determined from time to time, by "The Hospital's of Ontario Pension Plan".*

ARTICLE 20 - WAGES

20.01 The Employer shall pay wages in accordance with Schedule "A" attached hereto and forming part of this agreement.

20.02 Employees who are promoted, as per Article 9.06, will be paid the first rate of pay of the new job classification to which they are promoted, provided such rate is three percent (3%) or higher than their present rate of pay. If the new rate is not three percent (3%) or higher, they shall receive the next higher rate. The date of the promotion to the new classification shall become the anniversary date for application of the salary progression.

20.03 a) When an employee is temporarily transferred to a higher paying

job classification than his own, he shall continue to receive the pay for his own job classification unless such transfer continues for more than five (5) consecutive working days. If the transfer continues for more than five (5) consecutive working days the change in wage rate shall apply (retroactively to the date he commenced such transfer). The wage rate will be the first rate in the job classification provided such rate is three percent (3%) or higher. If the new rate is not 3% or higher he shall receive the next higher rate. When an employee is temporarily transferred to a lower paying position, his rate shall not be thereby reduced. For the purpose of this article temporary transfer means a transfer that is not expected to exceed sixty (60) working days.

- b) This article shall not apply when an employee is temporarily transferred to fill in for an employee who is on vacation, provided that the vacation does not extend beyond twenty (20) working days.

20.04 An employee whose status changes from full-time to part-time or vice versa shall have any time worked in his/her previous unit counted for purposes of placement and progression on the salary scale.

For Part Time Employees

20.05 ***An employee shall automatically progress to the next step on the salary scale for his/her classification after completing sixteen hundred and sixty (1660) hours in a classification belonging to Category 'A' or eighteen hundred and twenty-five (1825) hours in a classification belonging to Category 'B'.***

ARTICLE 21 - MILEAGE ALLOWANCE

21.01 If an employee is required to use his own automobile on the Employer's business, he will be paid the following rates:

All mileage claims will be paid at the flat rate of thirty-three (33) cents per kilometre. It is also understood that when an employee travels on the Employer's business directly from his residence, the mileage allowance will be calculated as if the employee left from Ongwanada.

Similarly when an employee travels directly from the place of business to his residence, the mileage allowance will be calculated as if the employee returned to Ongwanada.

ARTICLE 22 - MISCELLANEOUS

- 22.01** Whenever the singular or masculine is used in this agreement it shall be considered as if the plural or feminine has been used to the extent applicable.
- 22.02** A copy of this collective agreement shall be issued by Ongwanada to each employee at the time of hire. The cost of preparing such copies will be shared equally by Ongwanada and the Union.
- 22.03** All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from the Co-ordinator, Human Resources and the Secretary of the Union and Local Regional Office, Kingston, Ontario.
- 2.04** For purposes of this Agreement, Category 'A' refers to the following classifications: Psychometrist 1, 2; Psychologist; Social Worker Assistant; Social Worker; Social Worker MSW; Occupational Therapist; Clerical Typist; Clinical Records Typist; Switchboard Typist; Clerk Typist; Behaviour Therapist; Prevention Counsellor.

Category **B** refers to the following classifications:

Adult Protective Service Worker; Vocational and Life Skills Instructor; Assistant Supervisor Vocational and Life Skills; Community Counsellor; Vocational Counsellor; Community Support Worker; Residential Counsellor Trainee; Residential Counsellor; Assistant Supervisor, Residential Services.

ARTICLE 23 - CALL-IN PAY

For Full Time Employees

- 23.01** An employee who has left the premises of the Employer and who is requested to and reports for work outside his regular scheduled working hours shall be paid a minimum of four (4) hours' pay at the rate of time and one half (**1-1/2**), provided the hours so worked do **not** overlap and extend into his regular shift. If the hours so worked under this call-in provision overlap and extend into his regular shift, he shall receive pay only for the hours actually worked prior to the commencement of his regular shift at the rate of time and one-half (**1-1/2**) of his regular rate of pay.

There shall be no pyramiding or duplication of this benefit.

For Part Time employees

23.02 *An employee who is requested to and reports for work in an emergency such as missing persons, fire, etc., less than 12 hours after his/her previous shift, or less than 10 hours in the case of employees working in units on a compressed work week agreement, shall be paid a minimum of three (3) hours' pay at the rate of time and one-half (1-1/2), provided the hours so worked do not overlap and extend into his/her next regular shift.*

23.03 *If the hours so worked under this call-in provision overlap and extend into his/her regular shift, s/he shall receive pay only for the hours actually worked prior to the commencement of his/her regular shift at the rate of time and one half (1- 1/2) of his/her regular rate of pay.*

There shall be no pyramiding or duplication of this benefit.

ARTICLE 24 - REST PERIODS

For Full Time Employees

24.01 A rest period of fifteen (15) minutes shall be provided during the first half of each regularly scheduled shift and another fifteen (15) minutes shall be provided during the second half of each regularly scheduled shift.

For Part Time Employees

24.02 *For each four (4) hours' worked, one (1) rest period of fifteen (15) minutes shall be provided.*

ARTICLE 25 - TRANSFERS

** Note: "A transfer is defined as changing a work location within the same status and classification".

25.01 **Employer Initiated:**

a) **All** employer initiated transfers will be based on individual employee needs subject but not limited to disciplinary action and operational requirements. Reasons for the transfer will be provided verbally to the employee prior to a transfer as well as alternatives.

b) i) Transfers for a medical accommodation will take

preference over all other transfers as recommended jointly by the Modified Work Committee.

- ii) Due to 25.01 a) above, when an employee is required to be displaced, the employer will meet with the employees affected in the home or work area and give the employees the opportunity to transfer in order of seniority to another home or work area. If no one wishes to transfer, the employee with the least seniority will be transferred unless another alternative is identified.
- c) The employer will advise the employee at least seven (7) days in advance of a transfer.
- d) The employer will return employees from a maternity and parental leave to their work location prior to their leave, wherever possible. If the employer is unable to do so, the employee will be given the reasons for the transfer and alternatives.

Employer/Employee Initiated:

- e) The employee may be scheduled for a minimum of eight (8) hours orientation for all transfers, if requested.

Employee Initiated:

- f) An employee may request a transfer by submitting a written request to the Assistant Executive Director, Residential and Client Services and the immediate supervisor in all other areas. Transfer requests must be submitted by the first day of each quarter **ONLY** (i.e. Jan 1 for an available transfer between January 1 and March 31). Transfer requests received after the first day of each quarter (i.e. Jan.1, April 1, July 1, and October 1) will not be eligible for an available transfer during the respective quarter. The employer shall reply in writing within fourteen (14) calendar days from the date of such request. The request will be kept on file for the respective quarter. Transfers will be granted by seniority. If a transfer request has not been granted at the end of the respective quarter, the employee may submit a new request, if still desired.
- g) A transfer will be granted prior to a job posting. If a transfer cannot be granted to an employee, the employer will provide reasons for the denial verbally to the employee prior to

proceeding with the competition.

- h) Transfers will not be denied due to the lack of in-service training for a specific home or work area but the employee being transferred must be willing to be trained in all skills necessary for the work area and successfully complete the training by the next training course, if possible.

ARTICLE 26 - BULLETIN BOARDS

26.01 The Employer will provide a bulletin board upon which the Union may post notices of union business which have been approved by the Employer.

ARTICLE 27 - RETIREMENT

27.01 a) The normal retirement age shall be sixty-five (65) years or in accordance with the existing Pension Plan, for both men and women.

The Employer may, however, upon notifying the Union, at his sole discretion, continue to employ on a month to month basis, any person after he or she has attained retirement age at the rate of pay for the job.

b) The Employer agrees to 'pay 100% of the premium for the Extended Health Care benefit, and 100% of the premiums for life insurance, with the principle being in the amount of the employee's annual salary, for employees who are retiring, are at least 55 years of age and who have at least twenty years of service, until the employee reaches age 65.

c) The employer will offer casual employment within their department and/or residential and client services to an employee who has notified the employer in writing of their intent to retire. It is understood that the employees who accept this offer will commence their casual employment at their step on the wage grid on the date of their retirement, however, all seniority and service accrued will be terminated.

d) The employer reserves the right to determine the number of casuals to reflect staffing requirements.

- e) The employer will track retirees who are denied a casual position on their retirement date and such employees will be offered a casual position as soon as a casual position is available prior to posting or offering a casual position to a new retiree.
- f) Retirees must submit their request every three (3) months, otherwise the retiree will no longer be considered for a future casual position.

ARTICLE 28 - SICK LEAVE AND LONG TERM DISABILITY

For Full Time Employees

- 28.01**
- a) **Ongwanada** will assume total responsibility for providing and funding a short-term sick leave plan during the first 15 weeks of disability. Sick pay benefits from the 16th to the 30th week of disability are provided by the Canada Employment and Immigration Commission. Employees must have completed three months of full-time continuous service to be eligible for coverage under the short-term sick leave plan. When an employee returns from an absence due to a Total Disability and works for three continuous weeks, the benefit period of 15 calendar weeks will be reinstated in full. However, if within three regular work weeks following the employee's return to work, the employee is disabled from the same or a related cause, only the remainder of the 15 calendar week benefit period will apply. If an employee returns to work on an approved modified work program, the employee is not considered to be actively at work for the purposes of the short-term sick leave plan. 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.
 - b) The amount of sick pay will be determined by the length of the employee's full-time service with **Ongwanada**, up to the date of disability, according to the following service schedule:
 - at least 3 months - 66 2/3% of earnings
 - at least 1 year - 70% of earnings
 - at least 2 years - 80% of earnings
 - at least 3 years - 90% of earnings
 - at least 4 years - 100% of earnings

- c) Part time employees who become full-time will be credited for their part time seniority in **OPSEU** for eligibility in the sick leave plan.

28.02

- a) The Employer will pay **75%** of the billed premium towards coverage of eligible employees of an insured Long Term Disability Plan, the employee paying the balance of the billed premium through payroll deduction.
- b) The Employer will maintain its portion of the billed premiums during the time an employee is covered under the Unemployment Insurance Illness Benefits portion of the short-term sick plan.
- c) Employees must have completed six months of eligibility under the Long Term Disability Plan following their first day of full-time active work. If the requirements of the insurance Company are met, the amount of Long Term Disability benefit will be determined by the length of the employee's continuous service (from the first day of full time 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

Benefits will be reduced in accordance with the insurer's contract in effect on the date of total disability. The minimum payment is **\$50.00** per month to age **65**.

- d) The Insurer's Long Term Disability policy shall govern and a copy shall be provided to the union.

ARTICLE 29 - HEALTH & SAFETY

29.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in **Ongwanada** in order to prevent accidents, injury and illness.

29.02 Recognizing its responsibilities under the applicable legislation, **Ongwanada** agrees to accept as a member of the Occupational Health & Safety Committee at least two representative selected or appointed by the Union from among bargaining unit employees and the

committee shall meet on a regular basis.

- 29.03 The employer will endeavour to provide all employees with appropriate orientation to each work site.

ARTICLE 30 - ACCESS TO PERSONNEL FILES

- 30.01 Where an employee receives a written disciplinary warning and receives no further written discipline for a period of twenty-four (24) clear months from the date of the warning, such warning shall be removed from the employees record and shall not be used to justify any subsequent disciplinary action.

Employees shall have access to their personnel file, in the presence of Human Resources personnel.

ARTICLE 31 - CLASSIFICATION

- 31.01 When a new classification is created or an existing classification is substantially revised, the Employer shall notify the Union and provide all relevant information concerning the proposed new or changed classification and the rate proposed by the Employer for the position. If the Union objects to the rate, they will provide their rationale for the rate they propose. The parties shall meet and negotiate the salary range for the new or revised classification within thirty (30) days provided that, should no agreement be reached between the parties within that time frame, then the employer will set the salary range for the new or revised classification and the range of wage rates shall become part of the wage structure subject to the right of the parties to have the rate determined by arbitration. If the matter is referred to arbitration, the arbitration board/sole arbitrator shall only have the right to establish the new wage rates by comparing the new job classification with existing rates of the other job classifications established in this agreement.

It is understood that the new wage rates will be paid retroactive to the date an employee assumed the duties of the new or revised job classification.

- 31.02 When either party requests a revision or review of an existing classification the parties shall meet within fourteen (14) calendar days to review the request. The results of such review shall be given to the Union within forty-two (42) calendar days of the review taking

place. Should the party requesting the review not be satisfied with the outcome the grievance procedure may be employed.

ARTICLE 32 - ABUSE IN UNION

32.01 Any employee who is alleged to have abused a resident/client shall be informed as soon as possible of the allegation and informed that they are entitled to have Union representation whenever they are interviewed by an internal inquiry team. The employer shall provide the employee with a written letter of the outcome of the investigation within twelve (12) calendar days after the investigation has been deemed closed by the Employer.

ARTICLE 33 - WORKPLACE HARASSMENT

33.01 All employees covered by this agreement have a right to freedom from harassment in the workplace. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

33.02 The reporting time limits set out in the Grievance Procedure (Article 6) do not apply to complaints under this article, provided that the complaint is made within a reasonable amount of time of the conduct complained of, having regard to all circumstances.

33.03 Within 5 days of receiving a complaint, the Co-ordinator, Human Resources shall arrange to meet with the complainant.

33.04 An employee who makes a complaint under this article may be accompanied by a union steward at the time of the discussion of the complaint, at each stage of the grievance procedure and in the course of any investigation established by the employer under any human resources policy.

33.05 Within 3 days of the meeting (33.03) the Co-ordinator, Human Resources shall render a decision in writing.

ARTICLE 34 - DURATION

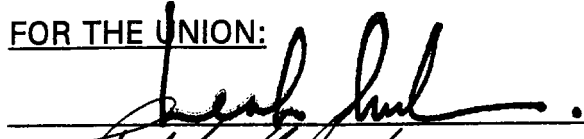
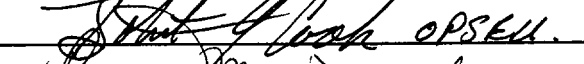
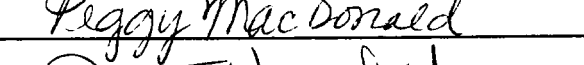
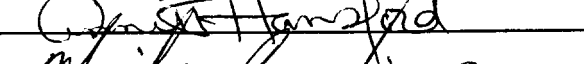

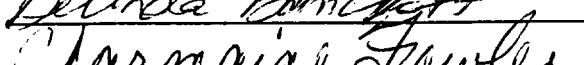


34.01 This Agreement shall be in effect from the first day of April 2001 and shall remain in effect until March 31, 2003 and from year to year thereafter, unless either party shall notify the other party, in writing, within ninety (90) days prior to the expiration date, as to its desire to

terminate the agreement, or of its desire to modify or amend any section or provision thereof.

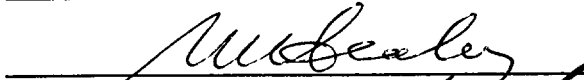
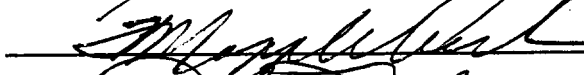
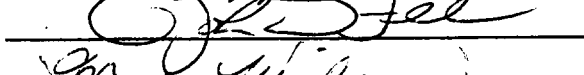
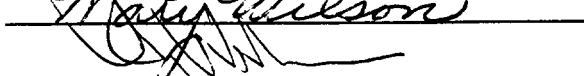
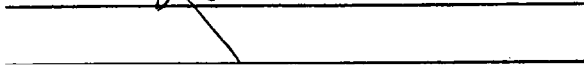


34.02 In the event of such notification being given as to the amendment of the agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

Dated this 27th day of June, 2002 at Kingston, Ontario.

FOR THE UNION:

	Leah Casselman
	Robert Cook
	Peggy MacDonald
	Annette Hansford
	Marilyn Rawding
	Belinda Bancroft
	Charmaine Fowler
	

FOR THE EMPLOYER:

	Robert W. Seaby
	Barry Mapplebeck
	John Fee
	Mary Wilson
	Rudy Wehner
	Bob van Santen
	Susan Babcock

MEMORANDUMS OF AGREEMENT

1. Block Agreement
2. 10 Hours Between Shifts
3. Compressed Work Weeks (12 hour shifts)
4. Compressed Work Weeks (24 Hours Shifts)
5. Staffing Requirements for Residential Services
6. Employee Relations Committee - Joint Working Group Scheduling of Hours
8. Recognition
9. Adjustment of Seniority Lists
10. Pay Equity Dispute
11. Self Funded Leave
12. Health & Safety Issues Related to Transporting of Clients
13. Workplace Safety and Insurance Benefits

26/02/02

MEMORANDUM OF AGREEMENT#1

**BETWEEN
ONGWANADA
(The Employer)
AND
OPSEU AND IT'S LOCAL 433
(The Union)**

Re: BLOCK AGREEMENT

The parties agree to the following, which will be used in defining the phrase "work area", as well as scheduling procedures, for Residential and Client Services, Ongwanada:

1. To divide the current 26 community residences (homes) into 3 Districts: West, Central, and East.
2. Each district will consist of 3 blocks. Each block will consist of 3 homes, except one **block** in the East district, which will consist of 2 homes.

For pre-scheduling purposes only, the blocks for RPT CSW's in the Central district will be set up as follows: 1) Barclay, Elizabeth, and Inverness, 2) Portsmouth, Wilson, Park and Richard.

Note: when Conacher is used for respite care, it is to be included in the Wilson St. block.

3. Reg. P/T (RPT) and Casual RC's and Reg. P/T (RPT) and Casual CSW's will **be** assigned into a block. F/T will be assigned to a home. For those employees holding dual positions of both CSW and RC, each of these positions will be assigned to a different block, but within the same district. Employees currently holding these dual positions will be grandfathered in, and given a choice as to whether their positions are assigned to the same or different blocks, within the same district.
4. Those staff working out of Balsam Grove in the Adult Education program (both P/T and F/T) will be assigned into a block for extra hours and while on leave from the Adult Ed. program. They will be eligible for call-in hours/overtime **as** applicable in accordance with this agreement.

5. PRE-SCHEDULING - RPT

RPT RC's and RPT CSW's will be pre-scheduled within their block only, unless necessary to meet the 24 hr. minimum required per pay period, and/or to fill required shifts in other blocks within their district where other P/T would exceed 79 hrs.

6. The employer will endeavour to distribute, as equally as possible, the number and length of pre-scheduled shifts to RPT staff, according to classification, per schedule, within the block. It is understood that employees' personal requests to be *accommodated in specific work sites and/or their availability to work at time and dates suitable to themselves will prevent their eligibility for 'equalization of hours'.

* This does not include accommodation for medical purposes.

7. CALL-IN - RPT

Call-in hours will be first offered, by classification, to RPT within the block, then to RPT within the rest of the district, both based upon lowest in hours, provided such hours do not warrant premium payment. When time and circumstances allow, reasonable response time will be given for RPT to respond before moving to the calling of Casuals.

8. When deemed necessary by the employer to extend an existing shift of a RPT or Casual employee, it will be first offered to the employee currently on duty in the respective community residence and subsequently offered to other employees in accordance with the normal "call-in" procedure, including other employees on duty in other homes.

An extended shift will be defined as additional hours added to an existing shift, providing that there is no gap in time, and totals no more than 12 hours. (The employer will be responsible for travel time to an alternate work site.)

9. Unpaid sick and vacation time will not be counted towards a RPT employees standing for 'lowest in hours'.

10. CALL-IN - CASUAL

When no RPT are available in the district, call-in hours will be first offered, by classification, to Casuals within the block, then to Casuals within the rest of the district, both based on the call-in procedure, **Art. 10.12 e) and f)**. This may occur before or after schedules are posted.

11. UNFILLED CSW SHIFTS

After being offered to all Casual CSW's within the district, any unfilled CSW hours remaining will be offered in the order that follows:

- 11.1 The F/T CSW's not currently on duty, but who normally work in the home where the shift ~~is~~ available.
- 11.2 F/T CSW's not currently on duty, but who normally work in the other homes within the block.
- 11.3 The F/T CSW's currently on duty in the home where the shift is available.
- 11.4 F/T CSW's currently on duty in the other homes within the block.
- 11.5 F/T CSW's not currently on duty, but who normally work within the other homes within the district.
- 11.6 F/T CSW's currently on duty *in* the other homes within the district.
- 11.7 RPT CSW's within the block, as over-time.
- 11.8 RPT CSW's within the district, as over-time.
- 11.9 Casual CSW's within the block, as over-time.
- 11.10 Casual CSW's within the district, as over-time.
- 11.11 RPT RC's, based on lowest in hours, first within the block, then within the district.
- 11.12 Casual RC's, based on the call-in procedure, first within the block, then within the district
- 11.13 F/T RC's, following the procedure as set out in # 11.

12. UNFILLED RC SHIFTS - OVERTIME

After being offered to all Casual RC's within the district, any unfilled RC hours remaining will be offered in the order that follows:

- 12.1 The F/T RC's not currently on duty, but who normally work in the home where the shift is available.

- 12.2 F/T RC's not currently on duty, but who normally work in the other homes within the block.
- 12.3 The F/T RC's currently on duty in the home where the shift is available.
- 12.4 F/T RC's currently on duty in the other homes within the block.
- 12.5 F/T RC's not currently on duty, but who normally work within the other homes within the district.
- 12.6 F/T RC's currently on duty in the other homes within the district.
- 12.7 P/T RC's, as overtime, according to lowest in hours, first within the block, then within the district.
- 12.8 Casual RC's, as overtime, according to lowest in hours, first within the block, then within the district.

13 OVERTIME - BOTH RC'S and CSW'S

Overtime will be distributed as equally as possible according to classification and status when more than one employee is eligible.

- 14. Employees will not work more than eighteen (18) hours in any twenty-four (24) hour period, as per Art.'s 10.03 a), and 10.09 a). (notwithstanding the Memorandum of Agreement - "Compressed work weeks (24 hour shifts) for Residential and Client Services").
- 15. For RPT or Casual RC's or CSW's to be eligible for an overtime shift, they cannot have already declined the shift, unless only due to the hours of the shift putting them over 79 hours for the pay period. If they missed the original call, and wish to now accept the shift, the shift will be paid at their regular rate of pay.

16 GENERAL

- 16.1 A shift may be divided so as to allow an employee to accept part of the shift before moving on to the next step in the call-in procedure.
- 16.2 Employees will not work outside their district at any time, unless there are absolutely no employees available within the district to perform the required work, or in cases of extreme emergencies, such as search and rescue, disasters requiring evacuation, etc.
- 16.3 The offering of longer shifts to RPT RC's and RPT CSW's who are

scheduled for a shorter shift on that day will be first offered within the block, then the district. (Art. 10.12c) At the employer's discretion, this may be done with less than 24 hours notice.

16.4 The District will be the work area for Vacation scheduling purposes (Art. 16). For Residential and Client Services dept. only, seniority for vacation purposes shall mean seniority by classification regardless of status.

16.5 For the purposes of temporary appointments of less than sixty (60) calendar days, "department" as referred to in Art. 9.06 b) will be defined in Residential and Client Services as offered first within the block, then within the district, according to seniority, within classification.

17. DISPUTE RESOLUTION

17.1 When a complaint or dispute concerning the interpretation, application, administration, or alleged violation of this agreement arises, it is agreed that a Union representative of the scheduling committee will meet with the Coordinator, Human Resources, to try to resolve the issue.

17.2 If the issue **has** been resolved to the employee's satisfaction, the resolution will be set out in writing by the Coordinator, Human Resources, to the employee, with a copy to the Union Representative and the Scheduling Officer. Human Resources will maintain an ongoing record of all such resolutions.

18. MONITORING and REVIEW

18.1 The employer will maintain an ongoing system to monitor equalization of hours, both **pre-scheduled** and call-in, offered to employees, according to classification and status, within and across districts, and will provide the scheduling committee with applicable reports in order for the scheduling committee to make recommendations to facilitate equalization of hours.

18.2 Either party may call for a joint review of this agreement to address any concerns and/or issues. The parties agree that the terms and conditions of the Block Agreement Memorandum of understanding, or block/district configuration, may be modified, amended or otherwise changed with mutual written agreement. Joint education will be provided to address any changes.

18.3 This agreement will remain in force until such time as either party gives the other written notice that it wants to cancel this agreement. In the event such written notice is given to cancel, this agreement in its entirety shall be deemed to be null and void at the commencement of the next two-week pay period following expiration of twelve (12) weeks (84 calendar days) from the date of such written notice.

Signed at Ongwanada, this 27th day of June, 2002.

For the employer:

M. Sealy
D. J. Lee
M. [unclear]
Mary Wilson
[unclear]

For the Union:

Peggy MacDonald
Marilyn Rawding
Ann [unclear]
Berinda Bancroft
Charmaine Fowler
John [unclear] OPSRU.

MEMORANDUM : #2

**BETWEEN
ONGWANADA
(THE EMPLOYER)
AND
ONTARIO PUBLIC SERVICE EMPLOYEE'S UNION
AND IT'S LOCAL 433**

Re: 10 hours Between Shifts

The parties agree to the following terms and conditions:

1. RPT (regular part-time) and Casual employees will be offered and may accept shifts, at straight time wages, within 10 hours of the completion of the employee's previous shift, and/or 10 hours prior to the start of the employee's next shift. As per the call-in procedure, RPT shifts will be offered to 'lowest in hours', and Casual shifts will be offered based on the seniority rotation.
2. Working more than 12 consecutive hours, or more than 18 hours in any 24 hour period, will result in overtime pay. (This does not apply to the 24 hour compressed work week agreement). There will be no intentional gapping between shifts to avoid overtime. Shifts will not be offered if it results in overtime pay.
3. Articles 10.12i) (every effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of a previous shift ...) and j) (for those employees working within a compressed work week agreement, every effort shall be made to avoid scheduling the commencement of a shift within ten (10) hours of the completion of a previous shift ...) will remain in effect for all pre-scheduled hours at posting unless an employee has been contacted and accepted the shift as per this agreement.
4. If an employee declines a shift with less than 10 hours between shifts, this will not limit their entitlement to be called for any other shifts.
5. Employees will be offered and may accept shifts on their scheduled one week-end off in four. Article 10.12 I) "Part-time employees shall be scheduled to have one weekend off in every successive four (4) week period" applies at posting unless the employee has been contacted and accepted the shift as per this agreement, (after all eligible RPT employees have been scheduled). This will not count towards minimum hours, or prescheduled equalization of hours within the block during the period of the

schedule.

6. This agreement will remain in effect until either party gives thirty (30) days written notice to terminate.

Signed this 27th day of June, 2002 at Kingston, Ontario.

For the employer:

M. Deary
J. Dee
M. [unclear]
Mary Wilson
[unclear]
[unclear]

For the Union:

Keggy MacDonald
Marilyn Rawding
[unclear]
Belinda Bennett
Charmaine Fowler
John Cook OPSK4

MEMORANDUM OF AGREEMENT #3

BETWEEN

ONGWANADA

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 433

**RE: COMPRESSED WORK WEEKS (12 HOUR SHIFTS) FOR RESIDENTIAL
AND CLIENT SERVICES**

This compressed work week agreement is made in accordance with the Collective Agreement between Ongwanada and OPSEU Local 433.

With the exceptions specified in this Agreement, all articles of the Collective Agreements apply to employees covered by this Agreement.

Hours of Work

Refer to Article 10 of the Collective Agreement.

Overtime

Authorized periods of work in excess of normal daily hours of work (i.e. 12), or when they exceed 80 hours per two week period, will be compensated at time and one half (1 ½) of the employees regular time hourly rate.

Holidays

Full time employees scheduled to work on a statutory holiday shall be paid at the rate of time and one-half (1 ½) the regular hourly rate for all hours worked, and will be given their choice of 8 hours of pay at the regular hourly rate or 8 hours in lieu time at a mutually agreeable time.

Full time employees who normally work 12 hour shifts will be given their choice of 8 hours of pay at the regular hourly rate or 8 hours in lieu time at a mutually agreeable time for a Statutory holiday not worked.

Part time employees will receive twice their regular rate of pay for all hours worked on a statutory holiday.

Sick Leave

Full time employees absent due to illness will be eligible for a percentage of pay for the number of hours scheduled (percentage under Sick Plan based on service).

Vacation

Vacation will be banked and utilized on a basis of a normal day consisting of 8 hours.

Example: Employees earning 1 ¼ days per month would earn 10 hours vacation per 173 hours worked. (2080 hours/year divided by 22 months/year = 173 hours equivalent to 1 month).

Bereavement Leave

Employees may receive up to 24 hours at the employees regular hourly rate of pay for the regular scheduled time lost in the event of a death of those family members referred to in Article 13 of the Collective Agreement.

Training

When an employee covered by this compressed workweek agreement attends a training program, the employer may change the employee's scheduled hours of work to the greater of:

- i) eight (8) hours per day, as applicable or
- ii) the actual number of hours spent receiving training, for each day that the employee participates in the training program.

When training assignments require more or fewer hours than the originally scheduled shift, the employee and supervisor may make mutually agreeable arrangements to offset the hours.

Term

This agreement shall stay in force until such time as either party gives the other written notice that it wants to cancel or amend this agreement. In the event, such written notice is given to cancel, this agreement in its entirety shall be deemed to be null and void at the commencement of the next two week pay period following expiration of thirty (30) calendar days from date of such written notice.

Both parties reserve the right to discontinue the 12 Hour Schedule in individual residences with written notice due to change in circumstances.

Dated this 27th day of June, 2002 at Kingston, Ontario

FOR OPSEU

Peggy Macdonald

Marilyn Rowdine

Charmaine Fowler

Belinda Bancroft

Angus Hansford

Robert [unclear] for OPSEU

FOR THE EMPLOYER

[unclear]

John [unclear]

[unclear]

Mary Wilson

[unclear]

MEMORANDUM OF AGREEMENT #4
BETWEEN
ONGWANADA
AND
ONTARIO PUBLIC SERVICE EMPLOYEES UNION (LOCAL 433)

RE: COMPRESSED WORK WEEKS (24 HOUR SHIFTS) FOR RESIDENTIAL CLIENT SERVICES

This compressed work week agreement is made in accordance with the Collective Agreement between Ongwanada and OPSEU Local 433.

With the exceptions specified in this Agreement, all articles of the Collective Agreements apply to employees covered by this Agreement.

Hours of Work:

Refer to Article 10 of the Collective Agreement

Each workday consisting of twenty-four (24) consecutive hours should be identified as a shift.

Within each 24 hour shift, employees shall actually work for sixteen (16) hours at their regular hourly rate and the remaining eight (8) hours will be deemed to be sleep time at fifty (50) percent of regular hourly rate.

Employees shall normally be scheduled to work four (4) shifts per two week period and should not exceed eighty (80) hours.

As the shift begins on one day and ends on the next, it is agreed that the first calendar day shall be the day of record.

Sleeptime

In the event an employee is required to work during their designated sleep time hours, they will be given compensating time off for the hours they actually worked during the designated sleep time. The compensating hours will be based on a formula that each hour worked during the designated sleep time equals one-half hour compensating time off with pay at their regular hourly rate of pay. It is understood that work should only be performed during the designated sleep time if it is required for the well being of the client(s), and should be reported to the Facility Co-ordinator.

The designated sleep time shall vary depending upon the residential support

provided, but will entail an 8 ,hour continuous period e.g. 11:00 p.m. to 7:00 a.m.

Seniority

For each "shift" staff will receive twenty (20) hours of seniority.

Overtime

Authorized periods of work in excess of normal daily hours of work (i.e. 24), or when they exceed 80 hours per two week period, will be compensated at time and one half (1 ½) of the employees regular hourly rate.

Holidays

Full time employees scheduled to work on a statutory holiday shall be paid at the rate of time and one-half (1 ½) the regular hourly rate for all hours worked, and will be given their choice of 8 hours of pay at the regular hourly rate or 8 hours in lieu time at a mutually agreeable time.

Full time employees who normally work 24 hour shifts will be given their choice of 8 hours of pay at the hourly rate or 8 hours in lieu time at a mutually agreeable time for a Statutory holiday not worked.

Part time employees will receive twice their regular rate of pay for all hours worked on a Statutory holiday.

Sick Time

Full time employees absent due to illness will be eligible for a percentage of pay for the number of hours scheduled (percentage under Sick Plan based on service).

When full-time employees are absent due to illness they shall be entitled to the benefit based on:

- a) sixteen (16) hours work time – full benefit allotted.
- b) eight (8) hours sleep time – fifty percent of the benefit coverage.

Vacation

Vacation will be banked and utilized on a basis of a normal day consisting of 8 hours.

Example: Employees earning one and a quarter (1 ¼) days per month would earn 10 hours vacation per 173 hours worked. (2080 hours/year divided by 12

months/year = 173 equivalent to 1 month).

A deduction from an employee's vacation credits will be made for each day of approved vacation leave of absence as follows: for an employee off on a twenty (20) hour day, deduct twenty (20) hours vacation credit.

Bereavement Leave

Employees working under the 24 Hour Model will receive bereavement benefit equivalent to the benefit received by employees working under the regular schedule.

Replacement Staff

Replacement staff will be used to cover only those hours deemed necessary. Replacement staff shall be paid on the same basis as full time or part time staff if they work the full "shift". Replacement staff assigned to less than the full "shift" shall be paid for all hours worked.

Shift Premium

Employees shall receive a night shift premium for only those hours worked between 5:00 p.m. and 7:00 a.m.

Assignments

- i) When establishing a 24 hour home with no existing staff, Article 9.06 of the collective agreement will apply.
- ii) When converting an existing home to a 24 hour home, the number of full time RC2 positions in that home will be offered to the existing full time RC2's assigned to that home, based on seniority.

The number of regular part time positions in the existing home, if any, will be offered to regular part time RC2's currently working in that home based on seniority.

Any staff assigned to a home that is converting to a 24 hour home, that does not accept or is not offered a 24 hour position will be transferred to a non-24 hour home and will retain their current classification and status.

- iii) When a vacancy occurs in an established 24 hour home, it will be filled in accordance with article 9.06, regardless of whether or not there are other full time RC2's currently assigned to that home.
- iv) When a 24 hour home closes or the 24 hour compressed work week agreement is cancelled for that home, staff assigned to that home will not

be entitled to bump other 24 hour staff in other homes. However, they will be transferred to a non-24 hour home and will retain their current classification and status.

Training

When an employee covered by this compressed work week agreement attends a training program, the employer may change the employee's scheduled hours of work to the greater of:

- i) eight (8) hours per day, as applicable or
- ii) the actual number of hours spent receiving training, for each day that the employee participates in the training program.

When training assignments require more or fewer hours than the originally scheduled shift, the employee and supervisor may make mutually agreeable arrangements to offset the hours.

Schedules

Employees will not be required to work 24 hour shifts unless they have indicated an interest in working under this schedule.

Term

This agreement shall stay in force until such time as either party gives the other written notice that it wants to cancel or amend this agreement. In the event such written notice is given to cancel, this agreement in its entirety shall be deemed to be null and void at the commencement of the next two week pay period following expiration of thirty (30) calendar days from date of such written notice.

Both parties reserve the right to discontinue the 24 Hour Schedule in individual residences with written notice, due to change in circumstances.

Dated this 27th day of June, 2002 at Kingston, Ontario

For the employer:

Mudrey
John Dea
Mary Wilson
[Signature]

For the Union:

Peggy MacDonald
Marilyn Cauding
Janet Hanford
Belinda Bamcroft
Charmaine Fowler
John York OPSEU.

MEMORANDUM OF AGREEMENT #5

BETWEEN
ONGWANADA
(The Employer)

AND
ONTARIO PUBLIC SERVICE EMPLOYEES **UNION** - LOCAL 433
(The Union)

RE: STAFFING REQUIREMENTS:

*FOR FULL-TIME AND PART-TIME RESIDENTIAL COUNSELLORS
(RC 2'S) AND COMMUNITY SUPPORT WORKERS (CSW'S)
FOR RESIDENTIAL SERVICES*

The parties agree to the following:

1. Residential Counsellor 2 employees will always be scheduled to support clients at all community residences and all programs sites as may be required. This provision does not apply to the high-support Nursing homes.
2. CSWs will not be scheduled to work in any high support behavioural home. CSWs will always be scheduled to work with a Registered Nurse in the high support nursing homes. CSWs will always be scheduled to work with a Residential Counsellor 2 in all other Community Residences and therefore will never be scheduled to work alone.
3. The employer agrees to employ no more than two (2) full time Community Support Workers (C.S.W.'s) for each ten (10) full time Residential Counsellors (RC11's). The employer agrees to consult with the Union beforehand any anticipated changes to the full time and part time Residential Counsellor 11 and Community Support Worker staffing requirements.
4. The Full-time and/or Part-time complement of the Residential Counsellors and Community Support Workers will be adjusted if the number of community residences increase or decrease based upon the number of Full-time and/or Part-time complement allocated to the affected community residence(s). The Employer agrees to consult with the Union any anticipated changes in the FT/PT RC 2 and CSW staffing requirements.
5. Residential Counsellors(RC 2's) may replace Community Support Workers (CSW's) on a call-in basis if no Community Support Workers (CSW's) are available and will be compensated at the Residential Counsellor(RC 2) rate.
6. Previous Full-time Residential Counsellor Assistants (RCA's) 'grandfathered' into the Community Support Worker (CSW) classification will be "green circled" and

will be eligible to receive any future negotiated or arbitrated wage increases awarded to the CSW's retroactive to April 1, 2001.

The six Residential Counsellor Assistants (RCA's) 'grandfathered' into the Community Support Worker (CSW) classification who opted to take either the combined Developmental Service Worker (DSW) program or the Developmental Service Worker (DSW) program through a community college **will** continue to be offered educational reimbursement (tuition and books) to upgrade to become a Residential Counsellor 2 (RC2) and will be eligible and qualified to **apply** for any vacancy requiring Developmental Service Worker (DSW) qualifications at Ongwanada. Employees who choose this offer will be entitled to reimbursement for tuition and books upon proof of the successful completion of each course.

8. No full time RC 2 position will be converted to Part-time RC 2 positions. In the case of new and existing homes, the Employer shall endeavor to staff based upon its current practice which speaks to more full time RC 2's than part time RC 2's.

Dated this 27th day of June, 2002 at Kingston, Ontario.

For the employer:

M. Sealey
John Dee
M. Smith
Mary Wilson
[Signature]

For the Union:

Peggy Macdonald
Marilyn Rawding
[Signature]
Delinda Cameron
Charmaine Fowler
John Cook OPEU.

MEMORANDUM OF AGREEMENT #7
BETWEEN
ONGWANADA
AND
OPSEU LOCAL 433

RE: SCHEDULING OF HOURS

The parties agree than an adhoc work group may be formed from time to time to address issued of mutual concern.

Work group participants will be comprised of management and union employees.

Employees shall be paid regular straight time wages up to 80 hours/2 week pay period or lieu time in excess of this shall be paid by the Employer.

Dated this 27th day of June, 2002 at Kingston, Ontario

FOR THE UNION:

FOR THE EMPLOYER2

Peggy MacDonald

Marilyn Rawding

Quinn Hanford

Belinda Bancroft

Chazmaire Fowler

John Cook OPSEU

UM F GREEMEN #8

**BETWEEN
ONGWANAI
AND**

ONTARIO PUBLIC SERVICE EMPLOYEES I (LOCAL 433)

RE: RECOGNITION

The parties agree to the following:

It is the intent of Ongwanada and OPSEU to clarify the recognition of OPSEU as the Bargaining Agent for current employees who are relocated due to the redevelopment of Penrose. It is agreed that those employees classifications who are currently OPSEU members or classifications will retain bargaining unit status in the event of the relocation of work sites.

Where Ongwanada receives funding for new contracts, the local shall be notified to review and determine if such positions, based on compensation available for salary and benefits, may be considered to be bargaining unit positions. It is agreed that special agreements may be developed to accommodate conditions that are prohibitive within the collective agreement to enable positions to be bargaining unit positions.

Where Ongwanada creates new positions other than existing classifications, the local shall be notified of the status (Bargaining Unit or Non-Union), salary, benefits and working conditions of positions prior to recruitment or appointments.

Dated this 27th day of June, 2002 at Kingston, Ontario

FOR THE UNION:

Peggy Macdonald

Marilyn Rawding

Belinda Bancroft

Charmaine Fowler

Christine Harford

John [unclear] OPSEU

FOR THE EMPLOYER:

[Signature]

[Signature]

Mary Wilson

[Signature]

MEMORANDUM OF AGREEMENT #9
BETWEEN
ONGWANADA
AND
ONTARIO PUBLIC SERVICE EMPLOYEES UNION (LOCAL 433)

RE: ADJUSTMENT OF SENIORITY LISTS

The parties agree to the following:

1. All current OPSEU members with part-time hours accrued between 1982-1998 in a currently recognized OPSEU department prior to the signing of the first Collective Agreement shall be given credit for that seniority.
2. Current OPSEU members with previous CUPE seniority in residential or recreation since their last date of hire shall have that seniority recognized under OPSEU back to and including April 1, 1977 to 1989.

NOTE: Current' shall be defined as the date of the ratification of this contract.

Dated this 27th day of June, 2002 at Kingston, Ontario

FOR THE UNION:

FOR THE EMPLOYER:

Leggy MacDonald

Maureen Rawding

Dennis Hamford

Belinda Bennett

Charmaire Fowler

John York OPSEU

MEMORANDUM OF AGREEMENT #10
BETWEEN
ONGWANADA
AND
ONTARIO PUBLIC SERVICE EMPLOYEES UNION (LOCAL 433)

RE: PAYEQUITY DISPUTE -PE-0714-00

The parties agree that the settlement of the wage grid is without prejudice and precedent to our respective positions concerning the current pay equity dispute.

Dated this 27th day of June, 2002 at Kingston, Ontario.

FOR THE UNION:

Peggy Maedsmald

Marilyn Rowling

Janet Humphreys

Belinda Bancroft

Charmaine Fowler

John Wood OPEU

FOR THE EMPLOYER:

M. Dewey

John Doe

Mary Wilson

MEMORANDUM OF AGREEMENT #11

between
Ongwanada
and
Ontario Public Service Employees Union
Local 433

Self Funded Leave Plan

The Parties agree to the following:

1. Ongwanada will offer a Self-Funded Leave Plan for the benefit of full and regular part-time employees covered under this Collective Agreement between Ongwanada, Penrose Division and the Ontario Public Service Employees Union, Local 433.
2. Requests to participate in the Self Funded Leave Plan must be submitted at least 6 months prior to the intended deferral period. In most cases, plan entry date will be September 1.
3. Ongwanada will have full and sole authority for determining eligibility and approval of participants, the procedures related to administration of the plan, deferral and leave periods, effect on benefits and service, and for choosing the financial institution which will administer the plan.
4. Notwithstanding anything to the contrary, decisions related to requests to participate in the plan or decisions related to the administration of the plan, including postponement or denial of the leave which Ongwanada may deem necessary in the interests of operational requirements, shall not be subject to the grievance or arbitration procedure under this Collective Agreement.
5. The Self Funded Leave Plan adopted by Ongwanada will provide for a deferral of up to 33-1/3% of the Employees gross annual earnings over a period not exceeding 6 years subject to any internal constraints imposed by Ongwanada. Within this upper limit the Employee will determine the amount to be deducted from his or her pay period and remitted by Ongwanada to the Plan Administrator where it will be invested until the leave. The period of leave will not exceed one year and the Employee will be required to commit to a written undertaking to return for a period at least equivalent to the leave.

Dated this 27th day of June, 2002 at Kingston, Ontario

For OPSEU

For Ongwanada

Peggy Macdonald
Marilyn Rawding
Ann Havelock

Madeleine
Oph See
Maggie
Mary Wilson

Belinda Kinnear
Charmaine Fowler
John York OPSEU

MEMORANDUM OF AGREEMENT # 12

**BETWEEN
ONGWANADA
AND
OPSEU (Local 433)**

RE: HEALTH & SAFETY ISSUES RELATED TO TRANSPORTING OF CLIENTS

The parties involved agree to the following re concerns expressed around the transporting of clients:

1. Ongwanada shall offer a recertification course once a year for drivers who are interested.
2. Policies and Procedures around transportation shall have the Recertification course added to them.
3. Ongwanada shall provide the staff an opportunity to have "empty driving" time when staff are required to drive a vehicle other than what they are used to.
4. When Safety Inspections are completed by the Ministry of Transportation a copy of the inspection will be given to Ongwanada's Occupational Health & Safety Coordinator to distribute to the Union Representatives.

Dated this 27th day of June, 2002 at Kingston, Ontario

FOR THE UNION:

Leggy Macdonald

Marilyn Standing

Belinda Bancroft

Charmaine Fowler

Donna Handford
John Cook OPSEU

FOR THE EMPLOYER:

M. Deery

John Deery

M. Deery

Mary Wilson

[Signature]

MEMORANDUM OF AGREEMENT #13
BETWEEN
ONGWANADA
AND
ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 433

The parties agree to the following:

1. Ongwanada will top up Workplace Safety and Insurance Benefits equal to 100% of the employee's regular net earnings from the employee's accumulated overtime and vacation credits until such time as these credits are exhausted, if the employee so requests. Any credits utilized **by** the employees in this manner will be deducted from the accumulated overtime and vacation credits owing to the employee.

2. An employee who is absent from work as a result of an illness or injury sustained at work will receive from Ongwanada payment equivalent to the lesser of the benefit he/she would receive from Workplace Safety and Insurance Benefits if his/her claim was approved or the benefit to which he/she would be entitled under the short term sick leave plan up to 15 weeks maximum or the approved date of the claim. prior to collecting the short term sick leave monies, the employee will sign a statement that any payments will be refunded to Ongwanada following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance 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.

Dated this 27th day of June, 2002 at Kingston, Ontario

FOR THE EMPLOYER:

FOR THE UNION:

M. Dealy
D. D. Fee
M. Appleton
Mary Wilson
[Signature]

Peggy Macdonald
Marilyn Landis
Belinda Hancock
Charmaine Fowler
Angus Hemford
[Signature] ORSEU.

APPENDIX A – OPSEU SALARY SCALES – APRIL 1, 2001

CHOLOG DEPARTMENT

	<u>HRS/WEEK</u>		<u>START</u>	<u>2nd YEAR</u>	<u>3rd YEAR</u>	<u>4th YEAR</u>	<u>5th YEAR</u>	<u>6th YEAR</u>	<u>7th YEAR</u>
'sy tri 1	36.25	A	36,776	38,661	40,603	42,676	44,844		
		W	707.29	743.49	780.83	820.70	862.39		
		H	19.51	20.51	21.54	22.64	23.79		
Psychometrist II	36.25	A	44,184	46,484	48,878	51,612	54,439		
		W	849.70	893.93	939.96	992.53	1046.90		
		H	23.44	24.66	25.93	27.38	28.88		
Psychologist	36.25	A	59,302	61,470	64,297	67,785	71,423		
		W	1140.43	1182.11	1236.49	1303.55	1373.51		
		H	31.46	32.61	34.11	35.96	37.89		

SOCIAL SERVICES DEPART.

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Social Work Assistant	36.25	A	35,136	36,041	36,927	37,870	38,850		
		W	675.70	693.10	710.14	728.26	747.11		
		H	18.64	19.12	19.59	20.09	20.61		
Social Worker		A	36,343	37,568	38,850	40,226	41,527		
		W	698.90	722.46	747.11	773.58	798.59		
		H	19.28	19.93	20.61	21.34	22.03		

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Social Worker - MSW		A	42,375	43,807	45,353	46,880	48,520	50,273	51,989
		W	814.90	842.45	872.18	901.54	933.08	966.79	999.78
		H	22.48	23.24	24.06	24.87	25.74	26.67	27.58
Prevention Cslr.		A	38,379	39,453	40,565	41,583			
		W	738.05	758.71	780.10	799.68			
		H	20.36	20.93	21.52	22.06			

OCCUPATIONAL THERAPY DEPARTMENT

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Occupational Therapist	36.25	A	44,222	45,674	47,163	48,746			
		W	850.43	878.34	906.98	937.43			
		H	23.46	24.23	25.02	25.86			

CRESCENT COMMUNITY SERVICES

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Voc. & Life Skills Instr.	40	A	39,000	39,957	40,726				
		W	750.00	768.40	783.20				
		H	18.75	19.21	19.58				
Asst. Super. Voc. & Life Skills	40	A	39,645	40,643	41,642				
		W	762.40	781.60	800.80				
		H	19.06	19.54	20.02				

COMMUNITY & VOCATIONAL DEPT.

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Community Counsellor	40	A	41,080	42,099	43,077				
		W	790.00	809.60	828.40				
		H	19.75	20.24	20.71				
Vocational Counsellor	40	A	44,096	44,741	45,302				
		W	848.00	860.40	871.20				
		H	21.20	21.51	21.78				

CLINICAL RECORDS

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Clerical Typist	36.25	A	26,748	27,295	27,917	28,539	29,255		
		W	514.39	524.90	536.86	548.83	562.60		
		H	14.19	14.48	14.81	15.14	15.52		
Clinical Records Typist	36.25	A	26,748	27,295	27,917	28,539	29,255		
		W	514.39	524.90	536.86	548.83	562.60		
		H	14.19	14.48	14.81	15.14	15.52		
Switchboard Typist	36.25	A	31,234	31,781	32,441	33,044	33,723		
		W	600.66	611.18	623.86	635.46	648.51		
		H	16.57	16.86	17.21	17.53	17.89		

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Clerk Typist	36.25	A	33,063	33,760	34,477	35,193	35,928		
		W	635.83	649.24	663.01	676.79	690.93		
		H	17.54	17.91	18.29	18.67	19.06		

RESIDENTIAL SERVICES

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Community Support Worker	40	A	24,045	24,690	25,459				
		W	462.40	474.80	489.60				
		H	11.56	11.87	12.24				
Res. Counsellor Trainee	40	A	36,982	37,794	38,459				
		W	711.20	726.80	739.60				
		H	17.78	18.17	18.49				
Residential Counsellor	40	A	39,000	40,643	41,642				
		W	750.00	768.40	783.20				
		H	18.75	19.21	19.58				
Asst. Supr. Res. Services	40	A	39,645	40,643	41,642				
		W	762.40	781.60	800.80				
		H	19.06	19.54	20.02				

COMMUNITY BEHAVIOUR MANAGEMENT SERVICES

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Behaviour Therapist	36.25	A	37,229	38,152	39,038				
		W	715.94	733.70	750.74				
		H	19.75	20.24	20.71				

ADULT PROTECTIVE SERVICES

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Adult Prot. Service Worker	40	A	41,080	42,099	43,077				
		W	790.00	809.60	828.40				
		H	19.75	20.24	20.71				

SALARY SCALES – SEPTEMBER 29, 2001

PSYCHOLOGICAL DEPARTMENT

	<u>HR /WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Psychometrist 1	36.25	A	37,323	39,246	41,206	43,318	45,523		
		W	717.89	754.73	792.43	833.03	875.44		
		H	19.80	20.82	21.86	22.98	24.15		
Psychometrist II	36.25	A	44,844	47,182	49,613	52,384	55,249		
		W	862.39	907.34	954.10	1007.39	1062.49		
		H	23.79	25.03	26.32	27.79	29.31		
Psychologist	36.25	A	60,188	62,375	65,259	68,803	72,497		
		W	1157.46	1199.51	1254.98	1323.13	1394.18		
		H	31.93	33.09	34.62	36.50	38.46		
	Eff. Dec. 10/01	A	65,259	68,803	72,497				
		W	1254.98	1323.13	1394.18				
		H	34.62	36.50	38.46				

SOCIAL SERVICES DEPART.

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Social Work Assistant	36.25	A	35,664	36,588	37,474	38,435	39,434		
		W	685.85	703.61	720.65	739.14	758.35		
		H	18.92	19.41	19.88	20.39	20.92		

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Social Worker	36.25	A	36,889	38,134	39,434	40,829	42,149		
		W	709.41	733.34	758.35	785.18	810.55		
		H	19.57	20.23	20.92	21.66	22.36		
Social Worker - MSW	36.25	A	43,016	44,449	46,032	47,577	49,255	51027	52761
		W	827.23	854.78	885.23	914.95	947.21	981.29	1014.64
		H	22.82	23.58	24.42	25.24	26.13	27.07	27.99
Prevention Counsellor	36.25	A	38,963	40,037	41,168	42,205			
		W	749.29	769.95	791.70	811.64			
		H	20.67	21.24	21.84	22.39			

OCCUPATIONAL THERAPY DEPARTMENT

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Occupational Therapist	36.25	A	44,882	46,352	47,879	49,481			
		W	863.11	891.39	920.75	951.56			
		H	23.81	24.59	25.40	26.25			

CRESCENT COMMUNITY SERVICES

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Voc. & Life Skills Instr.	40	A	39,582	40,560	41,350				
		W	761.20	780.00	795.20				
		H	19.03	19.50	19.88				

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Asst. Super. Voc. & Life Skills	40	A	40,227	41,267	42,266				
		W	773.60	793.60	812.80				
		H	19.34	19.84	20.32				

COMMUNITY & VOCATIONAL DEPT.

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Community Counsellor	40	A	41,704	42,723	43,722				
		W	802.00	821.60	840.80				
		H	20.05	20.54	21.02				
Vocational Counsellor	40	A	44,762	45,406	45,989				
		W	860.80	873.20	884.40				
		H	21.52	21.83	22.11				

CLINICAL RECORDS

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Clerical Typist	36.25	A	27,144	27,710	28,332	28,972	29,689		
		W	522.00	532.88	544.84	557.16	570.94		
		H	14.40	14.70	15.03	15.37	15.75		
Clinical Records Typist	36.25	A	27,144	27,710	28,332	28,972	29,689		
		W	522.00	532.88	544.84	557.16	570.94		
		H	14.40	14.70	15.03	15.37	15.75		

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Switchboard Typist	36.25	A	31,706	32,252	32,931	33,534	34,232		
		W	609.73	620.24	633.29	644.89	658.30		
		H	16.82	17.11	17.47	17.79	18.16		
Clerk Typist	36.25	A	33,553	34,269	34,986	35,721	36,475		
		W	645.25	659.03	672.80	686.94	701.44		
		H	17.80	18.18	18.56	18.95	19.35		

RESIDENTIAL SERVICES

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Community Support Worker	40	A	24,398	25,064	25,834				
		W	469.20	482.00	496.80				
		H	11.73	12.05	12.42				
Res. Counsellor Trainee	40	A	37,544	38,355	39,042				
		W	722.00	737.60	750.80				
		H	18.05	18.44	18.77				
Residential Counsellor	40	A	39,582	40,560	41,350				
		W	761.20	780.00	795.20				
		H	19.03	19.50	19.88				

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Asst. Supr. Res. Services	40	A	40,248	41,246	42,266				
		W	744.00	793.20	812.80				
		H	19.35	19.83	20.32				
Behaviour Therapist	36.25	A	37,794	38,718	39,623				
		W	726.81	744.58	761.98				
		H	20.05	20.54	21.02				

ADULT PROTECTIVE SERVICES

	<u>HRS./WEEK</u>		<u>START</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>4TH YEAR</u>	<u>5TH YEAR</u>	<u>6TH YEAR</u>	<u>7TH YEAR</u>
Adult Prot. Service Worker	40	A	41,704	42,723	43,722				
		W	802.00	821.60	840.80				
		H	20.05	20.54	21.02				



**GROUP
INSURANCE
PLAN**

ONGWANADA



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All Retired Employees over age 65
Account 05-011
Effective Date: September 1, 1998

THIS BOOKLET CONTAINS IMPORTANT INFORMATION AND SHOULD BE KEPT IN A SAFE PLACE FOR FUTURE REFERENCE

Contractholder: Ongwanada

**For retired employees over age 65
and their dependents**

**Effective
Date: September 1, 1998**

**Group Contract
No. 4385-05-011**

**IMPORTANT: Keep these Schedules in the front cover
pocket of your booklet.**

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GENERAL PROVISIONS

GENERAL PROVISIONS

Employee Eligibility

To be eligible for coverage you must:

- have been an active employee of an Employer covered under this plan ~~who~~ retires at age **65**;
 - in a class **shown** in the Schedule; and
 - covered under a Provincial Health Insurance Plan.

Termination of Coverage

Coverage for you will terminate on the earliest of, the date:

- you cease to be a member of an eligible **class**; or
- this plan is discontinued.

**EMPLOYEE LIFE
INSURANCE BENEFIT**

SCHEDULE

EMPLOYEE LIFE INSURANCE BENEFIT

Classification	Basic Amount
<i>All eligible retired employees over age 65:</i>	\$200 times years of service

Note:

- **Basic Amount of Employee Life Insurance will terminate at death.**

EMPLOYEE LIFE INSURANCE BENEFIT

(See Schedule for Amount)

Death Provision

If you die while covered, your Employee Life Insurance will be paid to your beneficiary(ies), if living, otherwise to your estate.

Conversion Option

If your Employee Life Insurance reduces or terminates, you may be eligible to convert the terminated amount to an individual life insurance policy without a medical examination or health questionnaire being required. The eligibility requirements, the type of policy and the amount of coverage that you may convert are described in the Contract issued to the Contractholder. Contact your Employer or the nearest Aetna Life office for details. Written application together with the initial premium due must be submitted to Aetna Life within 31 days of the date your Employee Life Insurance terminates.

Extension of Benefit

If you die within 31 days of the date your Employee Life Insurance terminates, the amount you could have converted will be paid as a death benefit under this plan even if you did not apply for conversion.

CLAIM PROVISIONS

CLAIM PROVISIONS**How to Claim**

Claim forms are available from your Employer. Be sure to complete them fully, attach original bills, where applicable, to substantiate your claim and submit to Aetna Life.

Beneficiary

For employee death benefits, you may name a beneficiary(ies) and, from time to time, change such named beneficiary(ies), subject to Provincial Law, by written request filed at:

- the headquarters of the Contractholder; or
- Aetna Life's Head Office;

to take effect as of the date such request was executed, but without prejudice **to** Aetna Life for any payments made before such request is received at its Head Office.

Proof of Loss

Written proof stating the occurrence, character and extent of loss must be submitted for each Benefit to Aetna Life within:

- 6 months after the date of death under the Death Provision for Life Insurance Benefits;
- 12 months after the date the employee ceases active work because of Total and Permanent Disability under the Disability Provision for Life Insurance Benefits;

Legal action to recover benefits under this plan must begin within 2 years (6 years for Life Insurance) of the date of loss.

Aetna Life shall have the right and opportunity to examine any person whose injury or illness is the basis of claim, when and **as** often **as** it may reasonably require **during** the pendency and payment period, if any, of such claim.

The benefits described under this plan may be revised from time to time or discontinued. Detailed information about benefits or other provisions of the contract(s) or copies of those provisions may be obtained from your Employer.

GROUP



INSURANCE

PLAN

ONGWANADA



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Active OPSEU Employees

Account 05-006

Effective Date: September 1, 1998

THIS BOOKLET CONTAINS IMPORTANT INFORMATION AND SHOULD BE KEPT IN A SAFE PLACE FOR FUTURE REFERENCE

SCHEDULES

Contractholder: Ongwanada

**For active OPSEU employees
and their dependents**

**Effective
Date: September 1, 1998**

**Group Contract
No. 4385-05-006**

**IMPORTANT: Keep these Schedules in the front cover
pocket of your booklet.**

**EMPLOYEE LIFE
INSURANCE BENEFIT**

SCHEDULE

EMPLOYEE LIFE INSURANCE BENEFIT

Classification	Basic Amount
All eligible active OPSEU employees:	2 times annual Earnings, rounded to the next higher \$1,000, to a maximum of \$200,000*

* Life amounts will reduce upon retirement. Refer to your Retired Employee Booklet for more details.

Notes:

- Earnings means regular income paid by your Employer, plus paid commissions averaged over the prior 24 months (or less, if employed for a lesser period), but excluding bonuses and overtime pay.
- A retroactive change in Earnings will be deemed to be effective on the date the change was determined.
- Your Basic Amount of Employee Life Insurance **will** terminate at age 65 or retirement.

**EMPLOYEE LONG TERM
DISABILITY BENEFIT**

SCHEDULE

EMPLOYEE LONG TERM DISABILITY BENEFIT

Classification	Amount
All eligible active OPSEU employees under age 65 with less than 20 years of service:	65% of monthly Earnings, rounded to the nearest dollar, up to a maximum benefit of \$6,000 per month
All eligible active OPSEU employees under age 65 with more than 20 years but less than 30 years of service:	70% of monthly Earnings, rounded to the nearest dollar, up to a maximum benefit of \$6,000 per month
All eligible active OPSEU employees under age 65 with more than 30 years of service:	75% of monthly Earnings, rounded to the nearest dollar, up to a maximum benefit of \$6,000 per month
Waiting Period:	210 days
Benefit Duration:	to age 65

Notes:

- Earnings means regular income paid by your Employer before you became Totally Disabled, plus paid commissions averaged over the 24-month period (or less, if employed for a lesser period) prior to the date you became Totally Disabled, but excluding bonuses and overtime pay.
- A retroactive change in Earnings will be deemed to be effective on the date the change was determined.

SCHEDULE

HEALTH CARE **BENEFITS**

Classification

All eligible active OPSEU employees under age 65 and their dependents:

COVERED CHARGES

(See Benefit Description **For** Coverage Details)

HOSPITAL..... CONVALESCENT HOSPITAL
AMBULANCE..... OUT-OF-HOSPITAL NURSING
PHYSIOTHERAPY HEALTH PRACTITIONERS
DENTAL CARE FOR ACCIDENTAL INJURY
DIAGNOSTIC LABORATORY AND X-RAY EXPENSES.....
DRUGS..... DURABLE MEDICAL EQUIPMENT AND
SUPPLIES OUT-OF-PROVINCE..... VISION CARE
FOOT CARE

	Amount
Overall Benefit Maximum (per year, per individual)	\$10,000
Out-of-Province Benefit Maximum (per lifetime)	\$1,000,000
Calendar Year Deductible. (Deductible will be waived if drugs are purchased from the Ongwanada Pharmacy)	\$10 per person but not more than \$20 per family
Percentage Payable	
All Covered Charges	100%

* does not apply to Hospital (Within Home Province and Out-of-Province)

HEALTH CARE BENEFITS

SCHEDULE

HEALTH CARE BENEFITS

	Amount
Lifetime Drug Benefit Maximum for	
Nicorettes or Other Aids to Stop Smoking	\$300
Hospital (Within Home Province)	
Room and Board Limit	semi-private or private, plus \$20/day
Convalescent/Rehabilitation Hospital (Within Home Province)	
Room and Board Limit	semi-private
Maximum Stay (per period of disability)	180 days
Out-of-Hospital Nursing Benefit Maximum (per calendar year)	\$10,000
Health Practitioners' Benefit Maximums (per calendar year)	
Chiropractor*, Osteopath, Naturopath, Podiatrist*, Christian Science Practitioner, Accupuncture Therapist, Psychologist, Masseur, Speech Therapist or Chiropridist*	\$250 per type of practitioner
* Separate \$35 x-ray allowance.	
Physiotherapist	Unlimited
Eye Exam (per year)	one exam

HEALTHCARE BENEFITS

SCHEDULE
HEALTH CARE BENEFITS

	Amount
Out-of-Province Benefit Maximum (per lifetime)	\$1,000,000
Emergency Care	
Hospital Maximum Stay	14 days*
Hospital Room and Board Limit	
In Canada	semi-private
Out of Canada	average semi-private
On Referral	
Benefit Duration	as approved
Hospital Room and Board Limit	
Vision Care Benefit Maximum (in any 24-month period or 12-month period if under age 21)	
Lenses and Frames	\$90
Contact Lenses in lieu of Lenses and Frames	\$90
(in any 24-month period)	
Contact Lenses, when vision can be improved to at least the 20/40 level by contact lenses but cannot be improved to that level by spectacle lenses	\$250

* does not apply if licensed doctor (M.D.) certifies that the covered person should not **be** moved back to such person's home Province

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HEALTH CARE BENEFITS

SCHEDULE

HEALTH CARE BENEFITS

	Amount
Foot Care Benefit Maximum	
Custom made Orthopedic Shoes (per calendar year) one pair	\$200
Custom made Arch Supports, Molds or Orthotic Devices (per calendar year)	\$500

DENTAL CARE BENEFITS

SCHEDULE

DENTAL CARE BENEFITS

Classification

All eligible active OPSEU employees under age 65 and their dependents:

COVERED CHARGES

(See Benefit Description for Coverage Details)

ROUTINE CARE.....DENTURES
CROWNS AND BRIDGEWORKORTHODONTICS

Fee Guide

Payments will be based on the current Dental Association Fee Guide for General Dental Practitioners of Ontario.

	Amount
Calendar Year Deductible	Nil
Percentage Payable	
Routine Care	100%
Dentures	50%
Crowns and Bridgework	50%
Orthodontics	50%
Benefit Maximum (per calendar year)	
Routine Care	\$2,000
Dentures, Crowns and Bridgework (combined maximum)	\$1,000
(per lifetime)	
Orthodontics	\$1,500

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GENERAL PROVISIONS

Employee Eligibility

To be eligible for coverage you must be:

- an active, permanent employee of an Employer covered under this plan, working full-time for at least 25 hours per week and not working on a seasonal basis;
 - in a class shown in the Schedule; and
 - covered under a **Provincial Health Insurance Plan**.

You will become eligible for coverage on the later of:

- the Effective Date of this plan; or
- upon completion of 3 consecutive months.

GENERAL PROVISIONS

Dependent Eligibility

To be eligible for coverage your dependent must be covered under a Provincial Health Insurance Plan.

Your dependent becomes eligible for coverage when you become eligible or, if acquired later, upon becoming your dependent.

You must be covered in order for your dependents to be covered.

Dependent means a spouse or unmarried child at least 14 days of age (for Dependent Life only) but under 21 (25, if regularly attending school) and solely dependent upon the employee for support.

Spouse means a husband or wife by virtue of a religious or civil marriage ceremony; except that, a person of the opposite sex **living** with the employee will be deemed to be the employee's spouse, if such person:

- is publicly represented as the employee's spouse; and
- has been living with the employee for a period of at least 1 continuous year.

Child means:

- a natural or legally adopted child; or
- a step-child or other child, who is dependent upon the employee for support and lives with the employee in a regular parent-child relationship.

GENERAL PROVISIONS

Effective Date of Coverage

To be covered for the Employee **Long** Term Disability Benefit you must make written request to your **Employer**. These Benefits **will** then become effective on the later of, the date:

- of eligibility;
- you make written request, if you make it within 31 days after the date of eligibility; or
- evidence of **good** health satisfactory to Aetna Life, if required, is approved.

If your written request for coverage is made more than 31 days after the date of eligibility, evidence of **good** health satisfactory to Aetna Life must be provided for you **and** your dependents, at your expense.

All other Benefits will become effective on the date of eligibility.

If you are absent **from** work because of disability due to illness or **injury** on the date your coverage, or any increase in your coverage, would otherwise become effective, such coverage **will** not become effective until the date you return **to** active full-time work for 1 full day.

Coverage, or any increase in coverage, for your dependent (other than a new-born child who becomes covered within 31 days of becoming eligible) who is **confined** in a hospital because of illness or **injury on** the date such coverage would otherwise become effective, **will** not become effective until the date such dependent is no longer **so** confined.

GENERAL PROVISIONS

Temporary Absence From Work

For **all** Benefits except **Long** Term Disability Insurance, you and your dependent(s) may continue to be covered at your Employer's option and subject to premium payment, if your absence from active work is not due to termination of employment but due to:

- illness, injury, pregnancy or parental leave but not beyond age 65 (or for up to 12 months, if you are age 64 or older and eligible for coverage); or
- temporary lay-off or leave, but not beyond the end of the contract month following the contract month in which such absence began.

For the Employee **Long** Term Disability Benefit, you may continue to be covered at your Employer's option and subject to premium payment, if your absence from active work is due to illness, injury or pregnancy or parental leave for up to 12 months, but not beyond age 65; for employees **on** statutory pregnancy or parental leave, coverage shall continue for the **full period** of such leaves, subject to continued premium payment but not beyond age **65**; otherwise, coverage will terminate **as** of the last **full** day of active work.

GENERAL PROVISIONS

Termination of Coverage

Coverage for you and your dependents **will** terminate on the earliest of, the date:

- you retire, unless otherwise indicated in the Schedule;
- your employment terminates or you cease active work, except as noted under the Temporary Absence From Work provision;
- you cease to be a member of an eligible **class**;
- premium payments cease; ~~or~~
- ~~this~~ plan is discontinued.

Coverage for your ~~dependents~~ will terminate **on** the date such dependents cease to be **eligible**.

Continuation of Health Care and Dental Care Benefits for Incapacitated Children

Health Care and Dental Care Benefits will continue beyond the date an unmarried child attains the limiting age for coverage, provided proof is submitted to Aetna Life within 31 days after such date that such child

- is incapable of self-sustaining employment by reason of mental retardation or physical handicap;
- became **so** incapacitated prior to attainment of the limiting age; and
- is chiefly dependent upon you for support and maintenance.

Thereafter, such proof must be submitted to Aetna Life, **as** required, but not more often than yearly.

Continuation of Health Care and Dental Care Benefits After Your Death

Your dependents who are covered under this plan at the time of your death will continue to be covered while premium payments for such coverage are continued, but not beyond the earliest of:

- the date **such** dependents cease to be eligible;
- the date your spouse remarries (children will continue to be covered);
- the end of the 24-month period after the date of **your** death; or
- the date coverage for **your** dependents terminates for any reason.

Upon your death, benefits are payable to your spouse, if living, or to your child (or legal guardian).

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EMPLOYEE LIFE INSURANCE BENEFIT

(See Schedule for Amount)

Death Provision

If you die while covered, your Employee Life Insurance will be paid to your beneficiary(ies), if living, otherwise to your estate.

Disability Provision

If you:

- a become Totally and Permanently Disabled while covered;
- continue to be so disabled for the next 6 months, and
- are under age 65;

the Employee Life Insurance for which you were covered at **the time** you became **so** disabled will continue while you are **so** disabled, but not beyond your 65th birthday, subject to any reduction or termination indicated in the Schedule due to a change in class. You must submit proof satisfactory to Aetna Life, within **12** months of **the** date you cease active work, that you are **so** disabled. **Upon** approval, you must submit proof satisfactory to Aetna Life, **as** required, that you are still **so** disabled.

Totally and Permanently Disabled means that solely because of an **illness** or injury, you are, and **will** continue to be, unable to work at **any** occupation for which you are, or may reasonably become, fitted by education, training or experience.

Conversion Option

If your Employee Life Insurance reduces or terminates, you may be eligible to convert the terminated amount to an individual life insurance policy without a medical examination or health questionnaire being required. The eligibility requirements, the **type** of policy and the amount of coverage that **you** may convert are described in the Contract issued to the Contractholder. Contact your Employer or the nearest Aetna Life **office** for details. Written application together with the initial premium due must be submitted to Aetna Life within 31 days of the date your Employee Life Insurance terminates.

Extension of Benefit

If you die within 31 days of the date your **Employee** Life Insurance terminates, the amount you could have converted **will** be paid as a death benefit under this plan even if you did not apply for conversion.

**EMPLOYEE LONG TERM
DISABILITY BENEFIT**

EMPLOYEE LONG TERM DISABILITY BENEFIT

(See Schedule for Amount)

If you become Totally Disabled while covered and are:

- seen by, and treated by, a Licensed doctor (M.D.) within 31 days of the date you became Totally Disabled; and
- absent from work for more than the Waiting Period;

monthly benefit payments will be made to you for the period following the Waiting Period for as long as you are:

- Totally Disabled;
- under the ongoing care of a licensed doctor (M.D.); and
- residing in Canada, unless prior approval to the contrary is obtained from Aetna Life;

but not beyond the end of the month in which the Benefit Duration is completed.

Totally Disabled means that solely because of an illness or accidental bodily injury, you are unable:

- during the first 24-months of disability, to perform the essential duties of your own occupation (type of work, not just your own job); and
- from then on, to work at any occupation for which you are, or may reasonably become, fitted by education, training or experience.

The availability of employment will not be considered in the assessment of your disability.

Recurrent Disability

Any 2 periods of total disability that are:

- due to the same or a related cause; and
- separated by return to active full-time work for less than 6 months (2 weeks during the Waiting Period);

will be deemed **to** be 1 period of Total Disability with only the initial Waiting Period applying, provided the first period begins while you are covered under this Benefit.

Benefit Offsets

Your benefit **will** be reduced by income payable (or would have been payable had you applied for it):

- from any job for pay or profit (except under an approved rehabilitation or partial disability program); or
- because you are disabled or retired under any plan required or provided by a government or pursuant to a statute, such **as**, but not limited **to**, Workers' Compensation, any Automobile Insurance Act and the Canada or Quebec Pension Plan (CPP/QPP), excluding income payable for your spouse, children or other dependents; and

by any amount necessary to limit to 85% of pre-disability **Earnings** the income payable:

- as a **Long** Term Disability Benefit;
- from all of the sources mentioned above;
- for your spouse, children or other dependents because you are disabled or retired under any plan required or provided by a government or pursuant to a statute; and

**EMPLOYEE LONG TERM
DISABILITY BENEFIT**

Benefit Offsets (continued)

- under any other group coverage, Benefit, pension or other arrangement for members of a group (whether **on** an insured basis or not).

Should you receive income from any of the above sources payable:

- **as** a retroactive award, benefit payments will be adjusted to reflect any overpayment that may have been made;
- other than monthly, **such** income will be converted to a monthly basis; or
- in a lump **sum** payment for loss of future income, no further benefits will be paid until such time **as** the sum of the benefit payments otherwise payable equals the amount of each **sum**.

Your benefit **will** not be reduced by income payable from:

- a CPP/QPP cost of **living** increase that **occurs** after the date you became Totally Disabled under this Benefit;
- disability or retirement benefits at the level that you were receiving them prior to the date you became Totally Disabled under this Benefit; or
- any individual disability insurance, exclusive of accident benefits payable under an automobile **policy**.

Recovery of Benefits

If you receive a benefit under **this** plan in excess of what should have been paid, Aetna Life has the right to recover the amount of such excess from you or deduct it from future monthly benefits payable to you.

**EMPLOYEE LONG TERM
DISABILITY BENEFIT**

Rehabilitation

If you recover enough from your disability to be able to work full-time or part-time at any job under a rehabilitation program approved in writing by Aetna Life, you will still be deemed to be Totally Disabled and your benefit will only be reduced by the greater of:

- 50% of the income you receive from such rehabilitative work; or
- the amount needed to keep your disability benefit income plus your rehabilitative income at the same level as your pre-disability Earnings.

If you refuse to participate in a rehabilitation program recommended by Aetna Life, your benefit payments will be terminated.

**EMPLOYEE LONG TERM
DISABILITY BENEFIT**

Partial Disability

If you are Totally Disabled but able **to** work under a program approved in writing by Aetna Life and perform at any time:

- during the first 24 months of disability:
 - any of the duties of your **own** occupation on a part-time basis; or
 - the duties of any other occupation on a full-time or part-time basis; or
- from then on:
 - the duties of any occupation on a part-time basis;

you will still be entitled to a benefit, which will **only** be reduced by the greater of:

- 50% of the income you receive from such work; or
- the amount needed to keep your disability benefit income plus the income you receive from such work at the same level as your pre-disability Earnings.

Third Party Liability

If you receive benefit payment under this plan for loss of income for which there may be a cause of action against a third party, you will be required to complete a Reimbursement Agreement. This will entitle Aetna Life to be reimbursed for any amount(s), including interest, you recover from a third party for:

- loss of income; or
- medical or dental expenses;

which, together with any amount(s) paid or payable under any of the Benefits of this plan, would exceed your actual loss.

Following notification to Aetna Life of payment by a third party of any judgement or settlement, further disability benefit payments under this plan **will** terminate until Aetna Life has been reimbursed the amount set out **in** the Reimbursement Agreement.

If a lump **sum** payment is made under judgment or settlement for loss of future income, no further disability benefits **will** be paid under this plan until such time as the **sum** of the benefit payments otherwise payable equals the amount of such lump **sum**.

Exclusions and Limitations

No benefit ~~will~~ be paid for the period you are entitled to pregnancy or parental leave by statute, contract or employer arrangement.

No benefit will be paid for any disability that results from or is contributed to by:

- war, whether declared or not;
- insurrection, rebellion or participation in a riot or civil commotion;
- purposely self-inflicted injury;
- your commission of, or attempt to commit, an assault or criminal offence;
- chronic alcoholism, or use of narcotics, barbiturates or hallucinogens, unless you are receiving ongoing active professional treatment deemed appropriate for the condition being treated; or
- a pre-existing condition as described below.

Exclusions and Limitations (continued)

Preexisting Condition Limitation

If during the first 12 months that you are covered, you become Totally Disabled, directly or indirectly, because of an illness or injury for which you:

- u received medical treatment, consultation, care or service **including** diagnostic tests; or
- u took prescribed drugs;

during the 90-day period before the date **you** became covered, **no** benefit payments **will** be made.

If, after the first 12 months that you are covered, but before you have been covered 24 months, you again become Totally Disabled because of the same or a related cause, you must:

- u have returned to active full-time work for at least 6 months; and
- u be absent from work for more than the Waiting Period;

before benefit payments will be made.

Exclusions and Limitations (continued)

Benefit payments may be terminated if you:

- fail to provide proof of ongoing disability when requested to do so;
- refuse or fail to complete and return or comply with the terms of the Reimbursement Agreement in accordance with the Third Party Liability provision;
- fail to report for a medical examination, as often as may reasonably be required, by a licensed doctor (M.D.) of Aetna Life's choice; or
- are not receiving accepted standard professional treatment for the condition being treated and, where appropriate, treatment by a relevant and certified specialist.

Waiver of Premium

No premium is required for this Benefit during a period for which you are entitled to receive benefit payments.

Extension of Benefit

If you are Totally Disabled on the date your coverage terminates, you will be entitled to the same benefit as though your insurance had not terminated.

HEALTH CARE BENEFITS

(See Schedule for Amount)

Calendar Year Deductible

This is the amount of Covered Charges that a covered person must pay before any amount is paid to you by Aetna Life. A new deductible will **begin** each January 1.

Percentage Payable

This is the part of Covered Charges that Aetna Life pays after the Calendar Year Deductible is satisfied.

Covered Charges are reasonable and customary charges for needed medical care, services or supplies, **as** described **below**, and received while the person is covered, for either **an** illness or injury that is **non-**occupational or for pregnancy, up to the Overall Benefit Maximum:

1. Hospital (Within Home Province)

Daily charges **in** excess of the ward rate up to the Room and Board Limit plus user fees.

- A hospital is a place that:
 - chiefly provides inpatient medical care of the injured, sick or chronically **ill**;
 - has a staff of licensed doctors (M.D.) and 24-hour nursing care by registered nurses (R.N.); and
 - is approved as a hospital for payment of the ward rate under the Provincial Health Plan.

2. Convalescent/Rehabilitation Hospital (Within Home Province)

Daily charges in excess of the ward rate up to the Room and Board Limit plus user fees, but not beyond the **Maximum** Stay. Confinement must **begin** within 14 days of hospital discharge. A new **Maximum** Stay will apply if the covered person has not been confined in a convalescent/rehabilitation hospital for at least 90 days.

- A convalescent/rehabilitation hospital is a place that:
 - has a transfer arrangement with hospitals,
 - provides inpatient **nursing** care (that meets **minimum** Provincial regulations) for the convalescent/rehabilitation stage of an injury or illness; and
 - is approved as a convalescent/rehabilitation hospital for payment of the ward rate under the Provincial Health Plan.

3. Ambulance

Charges in excess of the amount payable under the covered person's Provincial Health Plan for professional licensed ambulance service, including **air** or rail ambulance service subject to prior approval of Aetna Life, to transport the covered person:

- from the place of injury (or where illness struck) to the nearest hospital where treatment is available;
- directly from the first hospital where treatment is given to the nearest hospital for needed specialized treatment not available at the first hospital; or
- from a hospital to a convalescent/rehabilitation hospital.

HEALTHCARE BENEFITS

4. Out-of-Hospital Nursing

Charges for home nursing care, up to the Benefit Maximum, by a registered nurse (**R.N.**) who:

- is not a member of your family; and
- does not normally live in your home;

when ordered by a licensed doctor (**M.D.**) **as** medically necessary for a disability that requires the specialized training of **an R.N.**

5. Physiotherapy

Charges by a physiotherapist who is registered and legally practising within the scope of his license, when treatment is prescribed by a licensed doctor (**M.D.**) **as to** duration and type. **No** amount will be paid for any visits for which any amount is payable under the covered person's Provincial Health Plan, unless permitted by law.

6. Health Practitioners

Charges, including x-ray charges, up to the Benefit **Maximum** by a **practitioner** who is registered and legally practising within the scope of **his** license **as**:

- a chiropractor, osteopath, naturopath, podiatrist, or Christian science practitioner;
- an acupuncture therapist who is a licensed doctor (**M.D.**);
- a psychologist, masseur, or speech therapist, when treatment is prescribed by a licensed doctor (**M.D.**) **as to** duration and type; or
- an ophthalmologist or optometrist for eye examinations, including refractions (for New Brunswick residents **only**).

6. Health Practitioners (continued)

No amount will be paid for any visit for which any amount is payable under the covered person's Provincial Health Plan, unless permitted by law. For Ontario residents, for chiropractors and podiatrists, no amount will be paid for any visit for which any amount is payable under the covered person's Provincial Health Plan.

7. Dental Care For Accidental Injury

Charges for dental care by a licensed dentist for the prompt repair of sound natural teeth when required for a non-occupational accidental injury, external to the mouth, that occurs while the person is covered.

8. Diagnostic Laboratory and X-Ray Expenses

9. Drugs

Charges for drugs, including oral contraceptives, obtainable only upon a licensed doctor's (M.D.) or a licensed dentist's prescription and dispensed by a registered pharmacist.

10. Durable Medical Equipment and Supplies

Charges for supplies and the rental of or, at Aetna Life's option, the purchase of durable medical equipment of the type and model adequate for the covered person's medical needs based on the nature and severity of the disability, such as, but not limited to:

- hospital beds, wheelchairs, canes, crutches, walkers and trusses;
- rigid or semi-rigid braces for back, neck, arm or leg and non-dental prostheses such as artificial limbs and eyes; including replacement if required because of a change in physical condition;
- respiratory equipment, including oxygen;
- kidney dialysis equipment;

10. Durable Medical Equipment and Supplies (continued)

- contact lenses or glasses following cataract surgery (limited to 1 pair per lifetime); and
- splints, casts, catheters, and hypodermic needles;

but excluding personal comfort, convenience, exercise, safety, self-help or environmental control items, or items which may also be used for non-medical reasons, such as, but not limited to:

- heating pads or lamps, communication aids, air conditioners or cleaners, and whirlpool baths or saunas.

Before incurring any major expenses you should submit details to Aetna Life to determine to what extent benefits are payable. In any event, a letter will be required from a licensed doctor (M.D.) describing the nature of the disability and the type, medical need and estimated duration of any required durable medical equipment.

11. Out-of-Province

Emergency Care

Charges, up to the Benefit **Maximum**, incurred while travelling or vacationing outside the covered person's home Province for periods of **not** more than 90 days, provided part of the charge is payable under the covered person's Provincial Health Plan, that are:

- hospital charges, but not beyond the Hospital **Maximum** Stay, for:
 - room and board in excess of the ward rate under the covered person's Provincial Health Plan up to the Hospital Room and Board Limit plus user fees; and
 - other inpatient and outpatient medical services; and

HEALTHCARE BENEFITS

Emergency Care (continued)

- reasonable and customary charges for the area in which they are incurred, that are in excess of the amount payable under the covered person's Provincial Health Plan for:
 - a licensed doctor (M.D.);
 - professional licensed ambulance service, including air or rail ambulance service, to transport the covered person back to a hospital within his home Province, provided prior approval is obtained from Aetna Life; and
 - blood, blood products and their transfusion.

Note: If hospital confinement is required for emergency care be sure to present your Aetna Travel Assistance ID card to the hospital. Failure to do so may result in payment of a lesser benefit amount. Please refer to the Aetna Travel Assistance brochure for descriptions regarding benefits covered and ensure you carry your ID card when you travel.

On Referral

Charges, up to the Benefit **Maximum**, incurred for care unavailable in Canada, when referred by a licensed doctor (M.D.) and approved in advance by Aetna Life, provided part of the charge is payable under the covered person's Provincial Health Plan, but not beyond the Benefit Duration, that are:

- hospital charges for:
 - room and board in excess of the ward rate under the covered person's Provincial Health Plan up to the Hospital Room and Board Limit plus user fees; and
 - other inpatient and outpatient medical services; and
- reasonable and customary charges for the area in which they are incurred, that are in excess of the amount payable under the covered person's Provincial Health Plan, for:

On Referral (continued)

- a licensed doctor (M.D.); and
- blood, blood products and their transfusion.

12. Vision Care

Charges for lenses and frames, or for contact lenses, when prescribed by an ophthalmologist or optometrist, up to the Benefit **Maximum**. No amount will be paid for safety or sun glasses, anti-reflective coatings, or for tints other than No. 1 or No. 2.

13. Foot Care

Charges up to the Benefit **Maximum** for

- custom made orthopedic shoes when recommended by a licensed doctor (M.D.); and
- custom made arch supports, molds or orthotic devices, but not for sports, when recommended by a licensed doctor (M.D.) or podiatrist.

Limitations

No amount will be paid for care, services or supplies:

- if the payment is prohibited by law;
- that a covered person may obtain as a benefit under any governmental plan or law;
- for which no charge would have been made in the absence of this coverage; or
- for dental **work**, except as provided under Dental Care For Accidental Injury.

No amount will be paid for **any** charge incurred that results from or is contributed to by

- war, whether declared or not;
- insurrection, rebellion or participation in a riot or **civil** commotion;
- purposely self-inflicted injury, or
- the covered person's commission of, or attempt to commit, **an** assault or a criminal offence.

Extension of Benefits

If a covered person is Totally Disabled on the date coverage under these Benefits terminates, entitlement to benefits **will** be the same as though such coverage had not terminated, for as long as such person remains continuously so disabled, but not beyond the earlier of

- the date such person becomes covered under any other group-type plan providing **similar** coverage; or
- 3 months.

Totally Disabled means:

- for an employee, that such person cannot, because of illness or injury, engage in such person's regular occupation and is not **working** for pay or profit; and
- for a dependent, that such person cannot, because of illness or injury, engage in most of the normal activities of a person of the same age and sex.

DENTAL CARE BENEFITS

DENTAL CARE BENEFITS

(See Schedule for Amount)

THIS SECTION APPLIES TO eligible active employees

Percentage Payable

This is the part of Covered Charges that Aetna Life pays.

Covered Charges are charges up to the amount shown in the Fee Guide for needed dental care, services or supplies, as described below, and received while the person is covered, for either a disease or **injury** that is non-occupational:

Routine Care

Charges up to the Benefit **Maximum** for:

- oral exams, including the cleaning of teeth, but not more than once every 6 months;
- periodontal scaling and root planing (limited to 10 units per calendar year for **all** procedures combined);
- occlusal equilibration (limited to 8 units per calendar year);
- topical application of **sodium** or **stannous** fluoride (where such application is necessary for the maintenance of sound dental health);
- dental x-rays;
- pit and fissure sealants where necessary for the maintenance of sound dental health;
- fillings;
- extractions;

Routine Care (continued)

- oral surgery, including excision of impacted wisdom teeth;
- antibiotic **drug** injections;
- anaesthesia and its administration;
- prefabricated **fill** coverage restorations for primary teeth;
- repair, relining or rebasing of dentures;
- repair, resurfacing or recementing of crowns, inlays, onlays or bridges;
- periodontic treatment for disease of the bone and **gums** of the mouth, including tissue **grafts** and occlusal **guards**, but not athletic **guards**, and
- endodontic treatment, including root **canal** therapy.

Dentures

Charges up to the Benefit Maximum for:

- first installation, including adjustments, of partial permanent or **fill** temporary or permanent removable dentures to replace 1 or more natural teeth extracted while the person is covered;
- denture adjustments that **occur** more than 3 months after installation;
- replacement of an existing partial or **fill** removable denture, if it:
 - was installed at least 5 years before and cannot be made serviceable; or
 - is a temporary **fill** denture which replaces 1 or more natural teeth extracted while the person is covered and for which replacement by a permanent denture is required and takes place within 1 year from the date the temporary denture was installed;

Crowns and Bridgework

Charges up to the Benefit Maximum for:

- inlays, onlays, gold fillings and crowns;
- first installation of fixed bridgework, including **crowns** to form abutments, to replace 1 or more natural teeth extracted while the person is covered;
- replacement of existing bridgework, but only if it was installed at least 5 years before and cannot be made serviceable.

Orthodontics

Charges up to the Benefit ~~Maximum~~ for:

- diagnostic procedures, including models;
- therapy and appliances; and
- correction of malocclusion.

Other Practitioners

Services or supplies must be rendered and dispensed by a licensed dentist, except that:

- scaling and cleaning of teeth may be done by a licensed dental hygienist; and
- installation, adjustment, repair, relining or rebasing of **full** dentures, may be done by a **denturist**, denture therapist, technician or mechanic, who is registered and practising within the scope of **his** license.

Charges for such care, services and supplies will be deemed to be Covered Charges up to the lesser of:

- the amount shown in the practitioner's fee guide of the Province where the charges are incurred; or
- the Fee Guide for dentists.

Reasonable and customary charges by an anaesthetist for the administration of a general anaesthetic in connection with a covered dental procedure will be deemed to be Covered Charges.

Alternative Services

If alternative services may be performed for the treatment of a dental condition, the maximum amount payable will be the amount shown in the Fee Guide for the least expensive service or supply required to produce a professionally adequate result.

Predetermination of Benefits

If charges for a planned course of treatment by a licensed dentist would exceed \$300, proposed details and x-rays should be submitted to Aetna Life for approval. Failure to do so may result in payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

Course of Treatment means one or more services rendered by one or more dentists for the correction of a dental condition diagnosed as a result of an oral **exam** starting **on** the date the first service to correct such condition is rendered.

DENTAL CARE BENEFITS

Limitations

No amount **will** be paid for charges for:

- dental care which is cosmetic;
- white **fillings** on molars;
- completion of claim forms;
- broken appointments;
- dental care covered under a medical plan provided by an employer or government;
- which, in the absence of coverage, there would be **no** charge;
- prefabricated **fill** coverage restorations for permanent teeth;
- oral hygiene instruction or nutritional **counselling**;
- protective athletic appliances;
- prostheses, **including** **crowns** and bridgework, and the fitting thereof which were ordered while **the** person was not covered, or which were ordered while the **person** was covered but which were finally installed or delivered after this Benefit is discontinued or more **than** **31 days** after **termination** of coverage for any other reason;
- a **fill** mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction; or
- replacement of a lost or stolen prosthesis.

**COORDINATION OF BENEFITS
(HEALTHCARE AND DENTAL CARE BENEFITS ONLY)**

If a person covered under this plan is also covered under another plan, benefits under all plans are adjusted **so as** to limit the combined payment to 100% of the total allowable expense.

The manner in which this is done is to determine which plan **pays** first (and thus determine where to submit the claim first) and which plan(s) **pays** next.

The plan that does not have a coordination of benefits provision **pays** before the plan that does (most, if not **all**, Insurance Company **plans** have such a provision).

The plan that covers the person **as**:

- other than a dependent **pays** before the plan that covers such person **as** a dependent; or
- a dependent child of the parent, covered **as** an employee or member, whose birthday occurs first during the calendar year, **pays** first.

If priority cannot be established in the above manner, the benefits shall be pro-rated between or amongst the plans in proportion to the amounts that would have been paid under each plan had there been coverage by just that plan.

To implement this provision, Aetna Life may:

- subject to the consent of the covered person, if required by law, obtain from or release to any other person, corporation or organization any information deemed to be needed; or

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COORDINATION OF BENEFITS

COORDINATION OF BENEFITS (continued)
(HEALTH CARE AND DENTAL CARE BENEFITS ONLY)

- pay to or recover from any other person, corporation or organization any excess payment; **any** payment **so** made **will** be deemed to be benefits paid and, to the extent of such payments, will fully discharge Aetna Life from all liability under this plan.

Allowable expense means any necessary, reasonable and customary item **of expense**, at least a portion of which is covered under at least one of the **plans** covering the person for whom **claim** is made.

When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be deemed **to** be both **an** allowable expense and a benefit paid.

Plan means any contract of group insurance or other arrangement for members of a group (whether on an insured basis or not), prepaid health or dental **care** coverage, or student accident insurance.

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CLAIM PROVISIONS

CLAIM PROVISIONS

How to Claim

Claim forms are available from your Employer. Be **sure** to complete them fully, attach original bills, where applicable, to substantiate your claim and submit to Aetna Life.

For Health Care Benefits, do not submit a claim until the amount of Covered Charges exceeds the amount of any Calendar Year Deductible.

At Aetna Life's option, you may by written request direct that **all** or part of the benefits for Health Care and Dental Care Benefits be paid directly to the hospital or person rendering such care.

Beneficiary

For employee death benefits, you may name a beneficiary(ies) and, from time **to** time, change such named beneficiary(ies), subject to Provincial Law, by written request filed at:

- the headquarters of the Contractholder; or
- Aetna Life's Head Office;

to take effect as of the date such request **was** executed, but without prejudice to Aetna Life for any payments made before such request is received at its Head Office.

CLAIM PROVISIONS

Proof of Loss

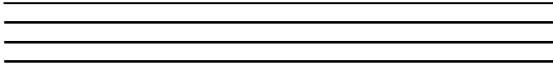
Written proof stating the occurrence, character and extent of loss must be submitted for each Benefit to Aetna Life within.

- 6 months after the date of death under the Death Provision for Life Insurance Benefits;
- 12 months after the date the employee ceases active **work** because of Total and Permanent Disability under the Disability Provision for Life Insurance Benefits;
- 6 months after the end of the Waiting Period for the Employee Long Term Disability Benefit; and
- a 18 months after the date of the loss, but not more than 6 months after the date coverage terminates, for Health Care and Dental Care Benefits.

Legal action to recover benefits under this plan must **begin** within 2 years (6 years for Life Insurance) of the date of loss.

Aetna Life shall have the right and opportunity to **examine** any person whose **injury** or **illness** is the **basis** of claim, when and **as** often as it may reasonably require during the pendency and payment period, if any, of such **claim**.

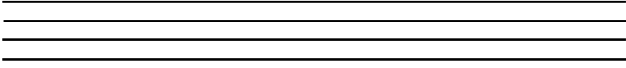
The benefits described under this plan may be revised from time to time or discontinued. Detailed information about ~~benefits~~ or other provisions of the contract(s) or copies of those provisions may be obtained from your Employer.



GROUP

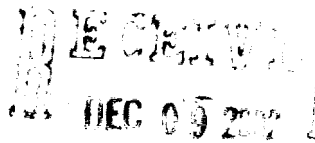


INSURANCE



PLAN

ONGWANADA



Retired OPSEU Employees under age 65

Account 05-009

Effective Date: September 1, 1998

THIS BOOKLET CONTAINS IMPORTANT INFORMATION AND SHOULD BE KEPT IN A SAFE PLACE FOR FUTURE REFERENCE

SCHEDULES

Contractholder: Ongwanada

**For retired OPSEU employees
and their dependents**

**Effective
Date: September 1, 1998**

**Group Contract
No. 4385-05-009**

**IMPORTANT: Keep these Schedules in the front cover
pocket of your booklet.**

SCHEDULE

EMPLOYEE LIFE INSURANCE BENEFIT

Classification	Basic Amount
All eligible retired OPSEU employees over age 55 but under age 65, with 20 years of service:	1 times annual Earnings, rounded to the next higher \$1,000 , to a maximum of \$200,000*
All eligible retired OPSEU employees over age 55 but under age 65, with less than 20 years of service:	\$200 times years of service, to a maximum of \$3,000*

* Life amounts will reduce upon retirement. Refer to your Retired Employee Booklet for more details.

Notes:

- Earnings means regular income paid by your Employer, plus paid commissions averaged over the prior **24** months (or less, if employed for a lesser period), but excluding bonuses and overtime pay.
 - A retroactive change in Earnings will be deemed to be effective on the date the change was determined.
- For Retired employees with more than **20** years of service the Basic Amount of Employee Life Insurance will terminate at age 65. For Retired employees with less 20 years of service the Basic Amount of Employee Life Insurance will terminate at Death.

HEALTH CARE BENEFITS

SCHEDULE

HEALTH CARE BENEFITS

Classification

All eligible retired OPSEU employees under age 65 and their dependents:

COVERED CHARGES

(See Benefit Description For Coverage Details)

HOSPITAL..... CONVALESCENT HOSPITAL
AMBULANCE..... OUT-OF-HOSPITAL NURSING
PHYSIOTHERAPY HEALTH PRACTITIONERS
DENTAL CARE FOR ACCIDENTAL INJURY.....
DIAGNOSTIC LABORATORY AND X-RAY EXPENSES.....
DRUGS..... DURABLE MEDICAL EQUIPMENT AND
SUPPLIES..... OUT-OF-PROVINCE..... VISION CARE
FOOT CARE

	Amount
Overall Benefit Maximum (per lifetime)	\$25,000
Out-of-Province Benefit Maximum (per lifetime)	\$10,000
Calendar Year Deductible* (Deductible will be waived if drugs are purchased from the Ongwanada Pharmacy)	\$10 per person but not more than \$20 per family
Percentage Payable	
All Covered Charges	100%

- does not apply to Hospital (Within Home Province and Out-of-Province)

HEALTH CARE BENEFITS

SCHEDULE

HEALTH CARE BENEFITS

	Amount
Lifetime Drug Benefit Maximum for Nicorettes or Other Aids to Stop Smoking	\$300
Hospital (Within Home Province)	
Room and Board Limit	semi-private or private, plus \$20/day
Convalescent/Rehabilitation Hospital (Within Home Province)	
Room and Board Limit	semi-private
Maximum Stay (per period of disability)	180 days
Out-of-Hospital Nursing Benefit Maximum (per lifetime)	\$10,000
Health Practitioners' Benefit Maximums (per calendar year)	
Chiropractor*, Osteopath, Naturopath, Podiatrist*, Christian Science Practitioner, Accupuncture Therapist, Psychologist, Masseur, Speech Therapist or Chiropracist*	\$250 per type of practitioner
* Separate \$35 x-ray allowance.	
Physiotherapist	Unlimited
Eye Exam (per year)	one exam

HEALTHCARE BENEFITS**SCHEDULE****HEALTH CARE BENEFITS**

	Amount
Out-of-Province Benefit Maximum (per lifetime)	\$10,000
Emergency Care	
Hospital Maximum Stay	14 days*
Hospital Room and Board Limit	
In Canada	semi-private
Out of Canada	average semi-private

On Referral

Benefit Duration	as approved
Hospital Room and Board Limit	
Vision Care Benefit Maximum (in any 24-month period or 12-month period if under age 21)	
Lenses and Frames	\$90
Contact Lenses in lieu of Lenses and Frames	\$90
(in any 24-month period)	
Contact Lenses, when vision can be improved to at least the 20/40 level by contact lenses but cannot be improved to that level by spectacle lenses	\$250

* does not apply if licensed doctor (M.D.) certifies that the covered person should not be moved back to such person's home Province

HEALTHCARE BENEFITS

SCHEDULE

HEALTH CARE BENEFITS

	Amount
Foot Care Benefit Maximum	
Custom made Orthopedic Shoes (per calendar year) one pair	\$200
Custom made Arch Supports, Molds or Orthotic Devices (per calendar year)	\$500

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GENERAL PROVISIONS

GENERAL PROVISIONS**Employee Eligibility**

To be eligible for coverage you must:

- have been an active employee of an Employer covered under this plan who retires between the ages of 55 and 65;
 - in a class shown in the Schedule; and
 - covered under a Provincial Health Insurance Plan.

Dependent Eligibility

To be eligible for coverage your dependent must be covered under a Provincial Health Insurance **Plan**.

Your dependent becomes eligible for coverage when you become eligible or, if acquired later, upon becoming your dependent.

You must be covered in order for your dependents to be covered.

Dependent means a spouse or unmarried child at least 14 days of age (for Dependent Life **only**) but under 21 (25, if regularly attending **school**) and solely dependent upon the employee for support.

Spouse means a husband or wife by virtue of a **religious** or **civil** marriage ceremony; except that, a person of the opposite **sex** **living** with the employee will be deemed to be the employee's spouse, if such person:

- is publicly represented **as** the employee's spouse; **and**
- has been living with the employee for a period of at least 1 continuous year.

Child means:

- a natural or legally adopted child; or
- a step-child or other child, who is dependent upon the employee for support and lives with the employee in a regular parent-child relationship.

GENERAL PROVISIONS

Effective Date of Coverage

Benefits **will** become effective on the later of, the date:

- **of eligibility;**
- you make written request, if you make it within 31 days after the date of eligibility; or
- evidence of good health satisfactory to Aetna Life, if required, is approved.

If **your** written request **for** coverage is made more than 31 days after the date of eligibility, evidence of **good** health satisfactory to Aetna Life must be provided for you and your dependents, at **your** expense.

All other Benefits **will** become effective **on** the date of eligibility.

If **you** are absent from work because of **disability** due to **illness** or injury on the date your coverage, **or any** increase in **your** coverage, **would** otherwise become effective, such coverage **will** not become effective until the date **you** return to active full-time work for 1 **full** day.

Coverage, or **any** increase in coverage, for your dependent (other than a new-born child who becomes covered Within 31 days of becoming eligible) who is confined in a hospital because of illness or injury on the date such coverage would otherwise become effective, **will** not become effective until the date such dependent is no longer so confined.

GENERAL PROVISIONS

Temporary Absence From Work

You and **your** dependent(s) may continue **to** be covered at **your** Employer's option and subject to premium payment, **if your** absence from active work is not due to termination of employment but: due to:

- illness, **injury**, pregnancy or parental leave but not beyond age 65 (or for up to 12 months, if **you are** age 64 **or** older and eligible for coverage); or
- **temporary lay-off** or leave, but not beyond the end of the contract **month following** the contract **month** in which such absence began.

Termination of Coverage

Coverage for you and your dependents will terminate on the earliest of, the date:

- you retire, unless otherwise indicated in the Schedule;
- your employment terminates or you cease active work, except as noted under the Temporary Absence From Work provision;
- you cease to be a member of an eligible class;
- premium payments cease; or
- this plan is discontinued.

Coverage for your dependents will terminate on the date such dependents cease to be eligible.

Continuation of Health Care Benefits for Incapacitated Children

Health Care Benefits will continue beyond the date an unmarried child attains the limiting age for coverage, provided proof is submitted to Aetna Life within 31 days after such date that such child

- is incapable of self-sustaining employment by reason of mental retardation or physical handicap;
- became so incapacitated prior to attainment of the limiting age; and
- is chiefly dependent upon you for support and maintenance.

Thereafter, such proof must be submitted to Aetna Life, as required, but not more often than yearly.

GENERAL PROVISIONS

Continuation of Health Care Benefits After Your Death

Your dependents who are covered under this plan at the time of your death **will** continue to be covered while premium payments for such coverage **are** continued, but not beyond the earliest of:

- the date such dependents cease to be eligible;
- the date your spouse remarries (children will continue **to** be covered);
- the end of the 24-month period after the date of **your** death; or
- the date coverage for your dependents terminates for any reason.

Upon **your** death, benefits are payable to **your** spouse, if living, or to **your** child (or legal guardian).

EMPLOYEE LIFE INSURANCE BENEFIT

(See Schedule for Amount)

Death Provision

If you die while covered, your Employee Life Insurance will be paid to your beneficiary(ies), if **living**, otherwise **to** your estate.

Disability Provision

If you:

- become Totally and Permanently Disabled while covered;
- continue to be **so** disabled **for** the next 6 months; and
- are under age 65;

the Employee Life Insurance **for** which you were covered **at** the time you became **so** disabled will **continue** while you are **so** disabled, but not beyond your 65th birthday, subject to any reduction or termination indicated in the Schedule due to a change in class. **You** must submit proof satisfactory to Aetna Life, **within 12** months of the date you cease active work, that you are **so** disabled. Upon approval, you must submit proof satisfactory to Aetna Life, **as** required, that **you** are still **so** disabled.

Totally and Permanently Disabled means that solely because of **an** illness or injury, **you** are, and will **continue** to be, unable to work at any occupation for which you are, or may reasonably become, fitted by education, training or experience.

Conversion Option

If your Employee Life Insurance reduces or terminates, you may be eligible to convert the terminated amount to **an individual life insurance policy** without a medical examination or health questionnaire being required. The eligibility requirements, the **type** of policy and the **amount** of coverage that **you** may convert are described in the Contract issued to the Contractholder. Contact **your** Employer or the nearest Aetna Life office for details. Written application together with the initial premium due must be submitted to Aetna Life Within 31 days of the date your Employee Life Insurance terminates.

Extension of Benefit

If you die within 31 days of the date your Employee Life Insurance terminates, the amount **you** could have converted **will** be paid **as** a death benefit under **this** plan even if you did not apply for conversion.

HEALTH CARE BENEFITS

(See Schedule for Amount)

Calendar Year Deductible

This is the amount of Covered Charges that a covered **person** must **pay** before any amount is paid to you by Aetna Life. **A new deductible will begin** each January 1.

Percentage Payable

This is the part of Covered Charges that Aetna Life **pays** after the Calendar Year Deductible is satisfied.

Covered Charges are reasonable and customary charges for needed medical care, **services** or supplies, **as** described below, and received while the **person** is covered, for either **an illness** or **injury** that is non-occupational or for pregnancy, up to the Overall Benefit Maximum:

1. Hospital (Within Home Province)

Daily charges in excess of the ward rate up to the **Room** and Board Limit plus **user** fees.

- A hospital is a place that:
 - chiefly provides inpatient medical care of the injured, sick or chronically ill;
 - has a staff of licensed doctors (M.D.) and 24-hour nursing care by registered nurses (R.N.); and
 - is approved as a hospital for payment of the ward rate under the Provincial Health Plan.

2. Convalescent/Rehabilitation Hospital (Within Home Province)

Daily charges in excess of the ward rate up to the Room and Board Limit plus user fees, but not beyond the Maximum Stay. Confinement must begin within 14 days of hospital discharge. A new Maximum Stay will apply if the covered person has not been confined in a convalescent/rehabilitation hospital for at least 90 days.

- A convalescent/rehabilitation hospital is a place that:
 - has a transfer arrangement with hospitals;
 - provides inpatient nursing care (that meets minimum Provincial regulations) for the convalescent/rehabilitation stage of an injury or illness; and
 - is approved as a convalescent/rehabilitation hospital for payment of the ward rate under the Provincial Health Plan.

3. Ambulance

Charges in excess of the amount payable under the covered person's Provincial Health Plan for professional licensed ambulance service, including air or rail ambulance service subject to prior approval of Aetna Life, to transport the covered person:

- from the place of injury (or where illness struck) to the nearest hospital where treatment is available;
- directly from the first hospital where treatment is given to the nearest hospital for needed specialized treatment not available at the first hospital; or
- from a hospital to a convalescent/rehabilitation hospital.

HEALTH CARE BENEFITS

4. Out-of-Hospital Nursing

Charges for home nursing care, up to the Benefit Maximum, by a registered nurse (R.N.) who:

- is not a member of your family; and
- does not normally live in your home;

when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialized training of an R.N.

5. Physiotherapy

Charges by a physiotherapist who is registered and legally practising within the scope of his license, when treatment is prescribed by a licensed doctor (M.D.) as to duration and type. No amount will be paid for any visits for which any amount is payable under the covered person's Provincial Health Plan, unless permitted by law.

6. Health Practitioners

Charges, including x-ray charges, up to the Benefit Maximum by a practitioner who is registered and legally practising within the scope of his license as:

- a chiropractor, osteopath, naturopath, podiatrist, or Christian science practitioner;
- an acupuncture therapist who is a licensed doctor (M.D.);
- a psychologist, masseur, or speech therapist, when treatment is prescribed by a licensed doctor (M.D.) as to duration and type; or
- an ophthalmologist or optometrist for eye examinations, including refractions (for New Brunswick residents only).

6. Health Practitioners (continued)

No amount will be paid for any visit for which any amount is payable under the covered person's Provincial Health Plan, unless permitted by law. For Ontario residents, for chiropractors and podiatrists, no amount will be paid for any visit for which any amount is payable under the covered person's Provincial Health Plan.

7. Dental Care For Accidental Injury

Charges for dental care by a licensed dentist for the prompt repair of sound natural teeth when required for a non-occupational accidental injury, external to the mouth, that occurs while the person is covered.

8. Diagnostic Laboratory and X-Ray Expenses

9. Drugs

Charges for drugs, including oral contraceptives, obtainable only upon a licensed doctor's (M.D.) or a licensed dentist's prescription and dispensed by a registered pharmacist.

10. Durable Medical Equipment and Supplies

Charges for supplies and the rental of or, at Aetna Life's option, the purchase of durable medical equipment of the type and model adequate for the covered person's medical needs based on the nature and severity of the disability, such as, but not limited to:

- hospital beds, wheelchairs, canes, crutches, walkers and trusses;
- rigid or semi-rigid braces for back, neck, arm or leg and non-dental prostheses such as artificial limbs and eyes; including replacement if required because of a change in physical condition;
- respiratory equipment, including oxygen;
- kidney dialysis equipment;

10. Durable Medical Equipment and Supplies (continued)

- contact lenses or glasses following cataract surgery (limited to 1 pair per lifetime); and
- splints, casts, catheters, and hypodermic needles;

but excluding personal **comfort**, convenience, exercise, safety, self-help or environmental control items, or items **which** may **also** be used for non-medical reasons, such **as**, but not limited to:

- heating pads or lamps, communication aids, **air** conditioners or cleaners, and **whirlpool** bath or saunas.

Before incurring any major expenses you should submit details to Aetna Life to determine to what extent benefits are payable. In any event, a letter **will** be required from a licensed doctor (M.D.) describing the nature of the disability and the **type**, medical need and estimated duration of any required durable medical equipment.

11. Out-of-Province

Emergency Care

Charges, up to the Benefit **Maximum**, incurred while travelling or vacationing outside the covered person's home Province for periods of not more than 90 days, provided part of the charge is payable under the covered person's Provincial Health Plan, that are:

- hospital charges, but **not** beyond the Hospital Maximum Stay, for:
 - room and board in excess of the ward rate under the covered person's Provincial Health Plan up to the Hospital Room and Board Limit plus user fees; and
 - other inpatient and outpatient medical services; and

HEALTH CARE BENEFITS

Emergency Care (continued)

- reasonable and customary charges for the area in which they are incurred, that are in **excess** of the amount payable under the covered person's Provincial Health Plan for:
 - a licensed doctor (M.D.);
 - professional licensed ambulance service, including air or rail ambulance service, to transport the covered person back to a hospital within his home Province, provided prior approval is obtained from Aetna Life; and
 - blood, blood products and their **transfusion**.

Note: If hospital confinement is required for emergency care be sure to present your **Aetna Travel Assistance ID card** to the hospital. Failure to do so may result in payment of a lesser **benefit** amount. Please refer to the Aetna Travel Assistance brochure for descriptions regarding benefits covered and ensure you carry your ID card when you travel.

On Referral

Charges, up to the Benefit Maximum, incurred for care unavailable in Canada, when referred by a licensed doctor (M.D.) and approved in advance by Aetna Life, provided part of the charge is payable under the covered person's Provincial Health Plan, but not beyond the Benefit Duration, that are:

- hospital charges for:
 - room and board in excess of the ward rate under the covered person's Provincial Health Plan up to the Hospital **Room and Board Limit** plus user fees; and
 - other inpatient and outpatient medical services; and
- reasonable and customary charges for the area in which they are incurred, that are in excess of the amount payable under the covered person's Provincial Health Plan, for:

HEALTH CARE BENEFITS

On Referral (continued)

- a licensed doctor (M.D.); and
- blood, blood products and their transfusion.

12. Vision Care

Charges for lenses **and** frames, or for contact lenses, when prescribed by **an** ophthalmologist or optometrist, up to the Benefit **Maximum**. **No** amount will be paid for **safety** or **sun** glasses, anti-reflective coatings, or for tints other than **No. 1** or **No. 2**.

13. Foot Care

Charges up to the Benefit **Maximum** for

- custom made orthopedic shoes when recommended by a licensed doctor (M.D.); and
- custom made **arch** supports, molds or orthotic devices, but not for sports, when recommended by a licensed doctor (M.D.) or podiatrist.

Limitations

No amount will be paid for care, services or supplies:

- if the payment is prohibited by law;
- that a covered person may obtain as a benefit under any governmental plan or law;
- for which no charge would have been made in the absence of this coverage; or
- a for dental work, except as provided under Dental Care For Accidental Injury.

No amount will be paid for any charge incurred that results from or is contributed to by:

- a war, whether declared or not;
- a insurrection, rebellion or participation in a riot or civil commotion;
- purposely self-inflicted injury; or
- the covered person's commission of, or attempt to commit, an assault or a criminal offence.

HEALTH CARE BENEFITS

Extension of Benefits

If a covered person is Totally Disabled on the date coverage under these Benefits terminates, entitlement to benefits will be the same as though such coverage had not terminated, for as long as such person remains continuously so disabled, but not beyond the earlier of:

- the date such person becomes covered under any other grouptype plan providing similar coverage; or
- 3 months.

Totally Disabled means:

- for an employee, that such person cannot, because of illness or injury, engage in such person's regular occupation and is not working for pay or profit; and
- for a dependent, that such person cannot, because of illness or injury, engage in most of the normal activities of a person of the same age and sex.

COORDINATION OF BENEFITS

**COORDINATION OF BENEFITS
(HEALTH CARE BENEFITS ONLY)**

If a person covered under this plan is **also** covered under another plan, benefits under all plans are adjusted **so** as to limit the combined payment to 100% of the total allowable **expense**.

The manner **in** which this is done is to determine which plan **pays** first (and thus determine where to submit the claim first) **and** which plan(s) pays next.

The plan that does not have a coordination of benefits provision pays before the plan that does (**most**, if not **all**, Insurance Company plans have **such** a provision).

The plan that covers the person as:

- other than a dependent pays before the plan that covers **such** person **as** a dependent; **or**
- a dependent child of the parent, covered **as** an employee or member, whose birthday occurs first during the calendar year, pays first.

If **priority** cannot be established in the above manner, the benefits shall be pro-rated between or amongst the plans in proportion to the amounts that would have been paid under each plan had there been coverage by just that plan.

To implement this provision, Aetna Life may:

- subject to the consent of the covered person, if required by law, obtain from or release to any other person, corporation or organization any information deemed to be needed; or

COORDINATION OF BENEFITS

**COORDINATION OF BENEFITS (continued)
(HEALTH CARE BENEFITS ONLY)**

- pay to or recover from any other **person**, corporation or organization any excess payment; any payment so made will be deemed to be benefits paid and, to the extent of such payments, **will fully** discharge Aetna Life from **all** liability under this plan.

Allowable expense means any **necessary**, reasonable and customary item of expense, at least a portion of which is covered under at least one of the **plans** covering the person for whom claim is made.

When a plan provides benefits in the form of services rather than cash payments, the reasonable **cash** value of each service rendered will be deemed to be both **an** allowable expense and a benefit paid.

Plan means **my** contract of group insurance or other arrangement for members of a group (whether on an **insured** basis or not), prepaid health coverage, or student accident **insurance**.

CLAIM PROVISIONS

CLAIM PROVISIONS**How to Claim**

Claim forms are available from **your** Employer. Be sure to complete them **fully**, attach original bills, where applicable, to substantiate your claim **and** submit to Aetna Life.

For Health Care Benefits, do not submit a claim until the amount of Covered Charges exceeds the amount of any Calendar ~~Year~~ Deductible.

At Aetna Life's option, you may ~~by~~ written request direct that ~~all~~ or part of the benefits for Health Care Benefits be paid directly ~~to~~ the hospital or person rendering such care.

Beneficiary

For employee death benefits, you may name a beneficiary(ies) **and**, from time to time, **change** such named beneficiary(ies), subject to Provincial **Law**, by written request filed at:

- the headquarters of the Contractholder; or
- Aetna Life's Head ~~Office~~;

to take effect as of the date such request ~~was~~ executed, but without prejudice to Aetna Life for any payments made before such request is received at its Head Office.

CLAIM PROVISIONS

Proof of Loss

Written proof stating the occurrence, character and extent of loss must be submitted for each Benefit to Aetna Life within:

- 6 months after the date of death under the Death Provision for Life Insurance Benefits;
- 12 months after the date the employee ceases active work because of Total and Permanent Disability under the Disability Provision for Life Insurance Benefits;
- 18 months after the date of the loss, but not more than 6 months after the date coverage terminates, for Health Care Benefits.

Legal action to recover benefits under this plan must **begin** within 2 years (6 **par s** for Life Insurance) of the date of loss.

Aetna Life shall have the right and opportunity to examine any person whose injury or illness is the **basis** of claim, when **and as** often as it may reasonably require during the **pendency** and payment **period**, if any, of such claim.

The benefits described under this plan may be revised from time to time or discontinued. Detailed information about benefits or other provisions of the contract(s) or copies of those provisions may be obtained from your Employer.