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Collective Agreement

BETWEEN:



**WINDSOR COMMUNITY
LIVING SUPPORT
SERVICES**

- and -



**THE CANADIAN UNION
OF PUBLIC
EMPLOYEES
AND ITS LOCAL 2345**

Term: April 1, 1996

to

March 31, 1998

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THIS AGREEMENT entered into as of April 1,
1996.

B E T W E E N :

**WINDSOR COMMUNITY LIVING
SUPPORT SERVICES**

(hereinafter called the "Employer")

- and -

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL, 2345**

(hereinafter called the "Union")

ARTICLE I- PURPOSE

1.01 It is the purpose of both parties to this Agreement:

- (a) to improve relations between the Employer and the Union and to provide settled and just conditions of employment;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to work conditions, employment, service, etc.;
- (c) to encourage efficiency in operation;
- (d) to promote the morale, well-being and security of all employees in the bargaining unit.

ARTICLE 2 - SCOPE

- 2.01 (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Windsor Community Living Support Services at Windsor, Ontario, save and except teaching supervisors, group home supervisors, janitorial supervisor, supervisors, managers and superintendents, office administrator, those above the rank of teaching supervisor, group home supervisor, janitorial supervisor, supervisor, manager and superintendent, office administrator; private secretary to the Executive Director, Administrative Assistant, Accountant, clients employed in a vocational training program, persons employed on temporary projects financed in whole or in part by Government funding, and students employed during the school vacation period.
- (b) The Association shall advise the *Union* President of the names of persons hired to staff temporary projects and shall provide particulars of the length and nature of the project, prior to the commencement of the project.

(c) **Definitions**

1. A full-time employee shall work a minimum of forty (40) hours per week of regularly scheduled work.
2. A part-time employee shall work less than forty (40) hours per week of regularly scheduled work.
3. A substitute employee is employed on an "on call" basis to cover absences due to sickness, vacation, special leave or any other approved leave, or to fill temporary vacancies.
4. A probationary employee is a newly hired full-time employee who is on probation for the first seventy (70) working days of his/her employment within any six (6) month period. A newly hired part-time and substitute employee shall be on probation for the first 320 hours worked within any nine (9) month period.
5. A temporary employee is employed in a temporary vacancy for less than six (6) months to fill vacancies arising from maternity or parental leave, sickness and injury, approved leave of absence of a temporary supervisory assignment of a bargaining unit employee
6. A temporary vacancy is a bargaining, unit position that is temporarily vacant for less than six (6) months.
7. A temporary position is a position with regularly scheduled hours of temporary duration.
8. In this Agreement, the term "spouse" shall mean persons (including those in same sex spousal relationships) who are:
 - (i) married to each other; or
 - (ii) who have cohabited for a period of not less

than six (6) months in a conjugal relationship, or

(iii) in a relationship of some permanence if they are the natural or adoptive parents of a child.

- 2.02 (a) Unless otherwise expressly specified, the term "employee" or "employees" in this Agreement shall mean only those employees of the Employer covered by the provisions of this Agreement as defined in Article 2.01.
- (b) Unless otherwise expressly specified, the terms of this Agreement shall apply to all full-time, part-time and substitute employees as defined in sub-article 2.01.
- 2.03 (a) The rate of pay for a temporary employee shall be the probationary rate in accordance with Schedule "A" for the classification in which he/she is employed for the first seventy (70) days of work, and thereafter he/she shall receive the commencement rate for the classification in which he/she is employed in accordance with Schedule "A". A temporary employee shall not be covered by the terms and conditions of this Agreement, and shall not attain seniority regardless of the number of days worked as a temporary employee, but shall receive benefits to which he/she is entitled by law.
- (b) A temporary employee who is hired by the Employer on a permanent basis for a position included within this Agreement while employed as a temporary employee and who has completed seventy (70) days of **work** shall be deemed to be a seniority employee with a seniority date as of his/her last day of hire as a temporary employee.
- (c) No seniority employee will be laid off, transferred or suffer a reduction in hours as a result of the hiring of a temporary employee and/or grant workers under this Article.

2.04 Those persons hired by the Employer under any Government project shall be paid wages and benefits which are determined by the project or the Employer. No employees of the bargaining unit shall be laid off by the employment of employees hired under any Government project.

ARTICLE 3 - MANAGEMENT'S RIGHTS

3.01 The Union acknowledges that the management, control and supervision of the Employer's operations and services and the direction of its working force are vested solely and exclusively in 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;
- (b) hire, retire, assign, direct, classify, promote, demote, transfer, discharge, suspend or otherwise discipline the employees provided that a claim by an employee who has completed his/her probationary period that he/she has been discharged or otherwise disciplined without just cause may be the subject of a grievance and dealt with in accordance with the grievance procedure hereinafter provided;
- (c) determine in the interests of efficient operations and highest standards of service classifications, hours of work, work assignments, methods of doing the work and the working establishment for any services;
- (d) determine the number of personnel required, services to be performed, and the methods, procedures and equipment to be used in connection therewith;
- (e) make and enforce and alter from time to time rules and regulations to be observed by all employees. Prior to the implementation an Employer representative or representatives will meet with the Union Steward(s) from the Service(s) affected to advise the Steward(s) of any new or altered rules or

regulations, and to receive and give consideration to any comments from the Steward(s). Any new or altered rules or regulations shall be posted at least five (5) calendar days before they come into effect.

3.02 The Employer agrees that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement. The Employer shall exercise these rights in a fair and reasonable manner.

ARTICLE 4 - NO DISCRIMINATION OR COERCION

4.01 The Employer and the Union agree that there will be no discrimination: interference, restrictions or coercions exercised or practiced by either party hereto or by any representative of either party with respect to any employee because of his/her membership or non-membership in the Union.

4.02 The Employer and the Union agree to abide by the provisions of the Ontario Human Rights Code.

4.03 Definitions: sexual harassment is a form of sex discrimination. Sexual harassment is:

- unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted;
- implied or expressed promise of reward for complying with a sexually orientated request;
- implied or expressed threat of reprisal or the denial of opportunity for refusal to comply with a sexually orientated request;
- sexually orientated remarks and behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work.

Harassment is: behaviour, comments or conduct that is unwelcome made by any employee of the Association who knows or ought reasonably to know that such behaviour, comments or conduct are unwanted. This includes insults, jokes, remarks or

humiliating actions which are demeaning and undermining a person's worth and dignity.

Any complaint of sexual harassment may be grieved at Step 3 in Article 9 of the Collective Agreement.

Where the alleged harasser is the person who would normally deal with any of the steps of the grievance, the complaint shall automatically be sent forward to the next step or in the appropriate circumstance to the Personnel Committee of the Board of Directors.

A complaint of this nature shall be promptly investigated and appropriate action taken.

Every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion: consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint and its resolution or disposition.

At no time during or after a sexual harassment grievance shall the grievor be removed from the area of the alleged harasser unless fully and entirely voluntarily requested by the grievor and without prejudice to the validity of the grievance.

ARTICLE 5 - RELATIONSHIP

5.01 It is agreed that all employees shall maintain their union membership in good standing, according to the Constitution and By-law of the Union, as a condition of employment.

5.02 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director or his/her designated representative and the President of the Union.

5.03 (a) The Employer agrees to acquaint employees at the time of their hiring with the fact that a Union Agreement is in effect, and bring to their attention the provisions of Article 5.01 and Article 6.01 of this

Agreement. On the commencement of employment of a new employee; the employee's immediate supervisor shall advise the new employee of the name and location of such new employee's Steward. The Employer agrees to supply to the Union the names and addresses of all new employees within seven (7) calendar days of commencement of work.

- (b) An official of the Union shall be given an opportunity to interview each new employee within seventy (70) days of work after commencement of employment (within the employee's probationary period as defined in Article 15.02(a) in the case of part-time and substitute employees); for the purpose of acquainting the new employee with the benefits and duties of Union membership, and his/her responsibilities and obligations to the Employer and the Union. The Employer and the Union shall mutually agree on the time and place for such interview on the Employer's premises and during regular working hours without loss of pay for a maximum of fifteen (15) minutes in duration. If, after notification to the Union and the new employee of the time and place, the new employee does not attend the interview, the Employer shall not be required to schedule a further interview for the employee.
- (c) At the same time as the Employer gives to the President of the Union a copy of the seniority list as required under Article 15.04, the Employer shall also give to the President an up-to-date list of all Union members, names, addresses and telephone numbers.
- (d) The Employer will give notice in writing to the Union of all terminations, resignations, retirements and permanent transfers between programs for full and part-time employees within seven (7) calendar days of the occurrence of same. The Employer will give notice in writing to the Union of all changes of address of employees within seven (7) calendar days of receipt of same.

5.04 The Union agrees that there will be no union activity on the Employer's premises during working hours except as is expressly provided herein; and no Union meetings will be held on the Employer's premises, except with the express prior permission of the Executive Director or his/her designated representative. It is understood that for the purpose of this Article, lunch hours and coffee breaks shall not be considered working hours.

5.05 An employee shall have the right at reasonable intervals outside the employee's working hours to have access to and review his/her personnel file at a time reasonably convenient to the Executive Director or his/her designated appointee for this purpose, and after arranging an appointment at the central business office of the Employer. The employee shall have the right to respond in writing to any document contained in his/her personnel file by delivering such response to his/her immediate supervisor. The Employer shall ensure that it is included in the employee's personnel file, and it shall be maintained therein so long as the document to which it relates is maintained in the file.

5.06 Employees shall direct concerns regarding client needs to their particular Program Manager who shall discuss such concerns. If the concerns are not addressed satisfactorily, then such concerns may be directed through the President of the Local, to the Executive Director.

ARTICLE 6 - CHECK-OFF

- 6.01 (a) The Employer shall deduct from each pay from all employees within the bargaining unit; including probationary employees; as a condition of their continued employment, an amount equal to the Local 2345 dues or assessments levied by the Union on its members.
- (b) The Employer shall remit the money so deducted in accordance with Article 6.01 (a) to the Treasurer of the Union not later than the 20th day of the month following the month in which such sum was deducted, accompanied by a list of names showing

from whom the deductions were made and the support area in which they work.

6.02 The Union shall notify the Employer in writing of the amount of such monthly dues or assessments from time to time and one (1) month prior to any change in the amount of said dues or assessments becoming effective.

6.03 The Union agrees to indemnify and hold harmless the Employer against any and all liability which may arise by reason of the deduction by the Employer of the monthly Union dues or assessments from employees' salaries in accordance with this Agreement.

ARTICLE 7 - REPRESENTATION

- 7.01 (a) The Employer acknowledges the right of the Union to appoint or otherwise select six (6) Stewards from among the full-time employees who have attained at least six (6) months seniority. Two (2) of the Stewards shall be employed in and represent the employees in Employment Supports. One (1) of the Stewards shall be employed as one of the office and clerical employees and will represent same. Three (3) of the Stewards shall be employed in and represent the employees in Home Supports. The Union may appoint or otherwise select one (1) alternate Steward for each Steward; which alternate Steward must have passed probation. An alternate Steward would act and need only be recognized by the Employer in the absence of the regular Steward for which he/she is the alternate. During such absence of the regular Steward, the alternate Steward shall have the rights of the Steward under this Article except that in the absence of both the Steward and the alternate Steward, the chairperson of the Grievance Committee shall have jurisdiction in the area of the absent Steward.
- (b) The Employer acknowledges the right of the Union to appoint or select four (4) Stewards from among the

part-time and substitute employees who have been employed for more than seventy (70) days of work regardless of the number of hours worked in any one day. No more than three (3) Stewards shall work in any one Service. The Union shall advise the Employer of the area of jurisdiction of each of the Stewards. The Union may appoint or otherwise select one (1) alternate Steward for each Steward, which alternate Steward must have passed probation. An alternate Steward would act and need only be recognized by the Employer in the absence of the regular Steward for which he/she is the alternate. During such absence of the regular Steward, the alternate Steward shall have the rights of the Steward under this Article except in the absence of both Steward and alternate Steward, the Chairperson of the Grievance Committee shall have jurisdiction in the area of the absent Steward. The authority of any Steward and alternate Steward shall be restricted to the processing of grievances of employees in the area which he/she represents.

7.02 The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer. In accordance with this acknowledgment, Stewards shall not absent themselves from their work without first obtaining the permission of their immediate supervisors; such permission not to be unreasonably withheld. nor shall such Stewards absent themselves from their work for more time than is reasonably necessary. In accordance with this understanding; the Employer shall not make any deductions from the regular pay of a Steward for time so spent during his/her regular working hours. Where an employee requests representation by another Steward, the Employer will comply with this request within a reasonable period of time.

7.03 The Employer shall not be liable for the pay of any Steward or for any other member of any Committee provided for herein or for any employee represented by the Union when such person is absent from work in the preparation for or attendance at arbitration hearings.

7.04 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee which shall consist of three (3) Union members, one of whom shall act as Chairperson of the Grievance Committee. The Employer will recognize and deal with the said Committee as provided in the grievance procedure.

7.05 (a) The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five (5) employees who have attained at least six (6) months seniority, and will recognize and deal with said Committee with respect to negotiations for renewal of this Agreement. The Union may also appoint or otherwise select two (2) Alternates who shall be entitled to take part in negotiations as a member of the Negotiating Committee in the absence of one of the regular members of the said Committee provided that the Employer is given as much notice as reasonably possible that one or both Alternate will be attending a negotiating session. Such Alternate while serving on the Negotiating Committee as aforesaid shall be entitled to all the rights of a regular member: and may be appointed or otherwise selected by the Union from any of the support areas of the Employer.

(b) Members of the Union's Negotiating Committee, not exceeding five (5) in number: shall suffer no loss in pay for time spent during such members' regular working hours in negotiating with the Employer's representatives for the renewal of this Agreement. In the event that an employee is assigned a shift immediately preceding or following a scheduled negotiation session, the employee will be excused the assignment and will suffer no loss in pay. Members shall be excused attendance from their entire shift. No more than two (2) members of the Negotiating Committee shall be from any one Service. This provision shall apply to negotiations up to and including the conciliation/mediation meetings.

7.06 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when meeting with the Employer.

7.07 The Union shall notify the Executive Director in writing of the names of the Stewards and Alternate Stewards, the names of the members and Chairperson of the Grievance Committee; and the names of the Negotiating Committee. Until the Employer has been notified in writing, the Employer shall not be required to recognize such persons.

7.08 When an employee is called to an interview by a member of management and the interview could possibly lead to the discipline of the employee, the employee shall be so informed before the interview. The member of management shall send for the employee's Steward or if not available, the Alternate Steward. If neither is available, then the Chairperson of the Grievance Committee or any Executive member of the Union; and the meeting shall not proceed until the Steward, Alternate Steward, Chairperson of the Grievance Committee or any Executive member of the Union is present. Where an employee requests representation by another Steward, the Employer will comply within a reasonable period of time.

7.09 The President of Local 2345 shall be allowed one consecutive period of four (4) hours off per week with pay at a time mutually agreed upon between the President and his/her immediate supervisor for the purpose of conducting Union business. It is understood that during this four (4) hour period; the President will not interfere with the regular work of other employees.

ARTICLE 8 - LABOUR/MANAGEMENT COMMITTEE

8.01 (a) A Labour/Management Committee shall be established consisting of three (3) representatives of the Employer and three (3) representatives of the Union. The Conunittee shall enjoy the full support of both parties in the interests of improved service to clients and job security for the employees.

- (b) **Function** - The Coininittee shall concern itself with: constructive criticisms of all activities so that better relations shall exist between the Employer and the employees, the improvement of services to clients; the promotion of safety and sanitary practices; the review of employee suggestions and questions regarding working conditions and service (but not grievances concerned with service); the correction of conditions which may cause grievances and misunderstandings.
- (c) **Jurisdiction** - The Committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other Coininittee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- (d) **Meetings** - The Committee shall meet at least quarterly at a mutually agreed time and place. Its members shall receive a notice and meeting agenda at least forty eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay when attending meetings during their regularly scheduled shift.
- (e) **Chairperson** - A representative of the Employer and a representative of the Union shall alternate annually as Chairperson of the Coininittee.

ARTICLE 9- GRIEVANCE PROCEDURE

9.01 It is the mutual desire of the parties hereto that employees' complaints be dealt with as soon as possible. No employee shall file a grievance under Article 9.02 until the employee has first

discussed his/her complaint with his/her immediate supervisor or supervisor involved, accompanied by his/her Steward. Failing settlement of the complaint within four (4) calendar days, an employee may present a grievance in accordance with Article 9.02. It shall be optional to the Employer to decline to consider any grievance, the alleged circumstances of which originated or occurred more than seven (7) calendar days (eight (8) calendar days in the case of part-time and substitute employees) prior to its presentation. Grievances and responses to grievances shall be submitted in writing at all stages. Grievances shall make reference to the original complaint, and shall contain a detailed statement of the adjustment requested.

9.02 Step 1

An employee having a grievance shall, either directly or assisted by his/her Steward, submit the same signed by the grievor and the Union Steward to his/her Program Manager. The Program Manager shall render his/her decision within seven (7) calendar days next following receipt of the grievance.

9.03 Step 2

If the decision of the Program Manager is not acceptable to the Union, the Union may appeal the decision to the Operations Director by grievance appeal notice in writing, signed by the employee and a Union Steward, within seven (7) calendar days (eight (8) calendar days in the case of part-time and substitute employees) of the receipt of the decision of the Program Manager. If the grievor is absent on an authorized leave and is not available to sign the appeal notice within the relevant time limit, such appeal notice may be signed by the second Union Steward in lieu of the grievor. The Operations Director shall hold a meeting with the Union Steward, and shall render his/her decision to the employee and the Chairperson of the Grievance Committee within seven (7) calendar days next following receipt of the appeal notice.

9.04 Step 3

If the decision of the Operations Director is not acceptable to the union, the union may appeal the decision to the Executive Director by grievance appeal notice in writing, signed by the

employee and a Union Steward, within seven (7) calendar days (eight (8) calendar days in the case of part-time and substitute employees) of the receipt of the decision of the Operations Director. If the grievor is absent on an authorized leave and not available to sign the appeal notice within the relevant time limit: such appeal notice may be signed by a second Union Steward in lieu of the grievor. Thereupon the Grievance Committee shall meet with the Executive Director or his/her designated representative, to deal with the grievance. The Executive Director, or his/her designated representative, shall render his/her decision within seven (7) calendar days (eight (8) in the case of part-time and substitute employees) of the meeting with the Grievance Committee. In the event that the decision of the Executive Director is not satisfactory to the Union; the Union may invoke the arbitration provisions of this Agreement provided written notice of the Union's intention to proceed to arbitration is given to the Executive Director within fourteen (14) calendar days (twenty-one (21) calendar days in the case of part-time and substitute employees) of the receipt of the decision of the Executive Director.

9.05 The above time limits may be extended by mutual agreement between the parties. Where any step of the grievance procedure may require: without reasonable notice, the substitution of the alternate Steward or Chairperson of the Grievance Committee, the Employer may, in lieu of allowing such substitution, designate with written confirmation to the Union that such step shall be deferred until the absent Steward is available or until reasonable notice can be given to the alternate Steward or Chairperson of the Grievance Committee that such person must be excused from his/her work. Where a paid holiday or paid holidays set out in Article 24 fall within a time limit for the taking of any step of the grievance procedure, the time limit will be automatically extended by an equivalent number of calendar days. However, such time limits, referred to above shall be construed as mandatory. Failure to comply with the time limits by the Employer or the Union shall be deemed an abandonment of the grievance. Failure of the Employer to reply within the time limits shall entitle the employee or the Union, as provided above, to proceed to the next step.

9.06 For the purpose of the grievance and arbitration procedures, a grievance shall mean a dispute or difference as to the interpretation, application or administration of this Agreement or an alleged violation thereof. However, the Employer's decision with respect to the designation of Program Co-Ordinators may *not* be the subject of a grievance by an employee or the Union.

ARTICLE 10 - DISCHARGE GRIEVANCE

10.01 A claim that an employee who has completed his/her probationary period has been discharged without just cause shall be treated as a special grievance if a written statement of such grievance signed by the employee is lodged with the Executive Director within seven (7) calendar days (eight (8) calendar days in the case of part-time and substitute employees) of such discharge. Such special grievance shall then be processed at Step 3 of the grievance procedure. The Employer may terminate the employment of a probationary employee for any reason.

10.02 Such special grievance may be settled by the parties by confirming the Employer's action or by reinstating the employee, with or without compensation for the time lost; or by any other arrangement which is just and equitable in the opinion of the parties.

10.03 When an employee has been dismissed on the Employer's premises, he/she shall have the right to interview his/her Steward for up to fifteen (15) minutes before leaving the premises, subject to the provisions of Article 7.01.

ARTICLE 11 - POLICY GRIEVANCE

11.01 A policy grievance may be filed by the Union or the Employer. A policy grievance is defined as one which involves a difference arising between the Union and the Employer concerning the interpretation or violation of a provision of this Agreement and does not involve the assertion of an individual employee's rights. The provisions of this Article shall not be used with respect to a grievance directly affecting an individual employee which such

employee could institute. A policy grievance shall be lodged at Step 3 of the grievance procedure not later than fourteen (14) calendar days following the date on which the Employer or the Union became aware or should have become aware of the alleged circumstances giving rise to the policy grievance. If filed by the Employer, the policy grievance shall be delivered in writing to the Chairperson of the Grievance Committee. If filed by the Union, the policy grievance shall be delivered in writing to the Executive Director. If not settled between the parties within fourteen (14) calendar days after delivery of the policy grievance, it may thereafter be submitted to arbitration in accordance with the arbitration procedures herein prescribed.

ARTICLE 12 - DISCIPLINE PROCEDURE

12.01 For the purposes of this Agreement, "discipline" shall include any written censure: suspension, unsatisfactory performance appraisal, any change in working conditions, etc. for the purpose of discipline. **All** of the above must be recorded in the employee's personnel file,

- (a) with respect to oral and written warnings, for a maximum of twelve (12) months from date of issue provided the employee has not received a warning or disciplinary notice for the same or similar offence within the twelve (12) month period;
- (b) with respect to suspensions, for a maximum of fifteen (15) months from date of issue provided the employee has not received a warning or disciplinary notice for the same or similar offence within the fifteen (15) month period. Such warnings and disciplinary notices shall be issued not later than seven (7) calendar days after the incident or occurrence giving rise to the warning or disciplinary notice comes to the knowledge of the Employer.
- (c) A copy of all disciplinary actions shall be signed by both the employee and the Employer and a copy will be forwarded to the President of the Union within

seven (7) working days. If the employee refuses to sign; it will be so noted on the form and initialed by a Union representative.

12.02 In the event any employee is discharged or disciplined: the Union shall be notified of such action by delivering a copy of the disciplinary or discharge notice to the Local Union President within five (5) calendar days of the Imposition of such discipline or discharge.

12.03 Whenever a suspension of a defined duration is imposed, it will not be put into effect until the grievance procedure and the arbitration procedure, as set out in the within Agreement is exhausted.

ARTICLE 13 - ARBITRATION

13.01 Any grievance which has not been settled under the grievance procedure may be referred to arbitration in accordance with the procedure and time limit set forth in Article 9.04. If no such notice is given in accordance with the procedure and time limit set forth in Article 9.04, the grievance shall be deemed to have been settled or withdrawn. The Union's notice of intention to proceed to arbitration shall contain the name and address of its appointee to the Board of Arbitration, within nine (9) calendar days thereafter. the Employer shall notify the Union of the name and address of its appointee to the Board of Arbitration. If the two appointees are unable to agree upon a chairperson within fourteen (14) calendar days thereafter, either party may request the ministry of Labour for the Province of Ontario to appoint a chairperson.

13.02 No person shall be appointed to the Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.

13.03 Each of the parties shall bear the expense of the arbitrator appointed by it. and the parties shall equally bear the expenses and fees of the chairperson of the arbitration board.

13.04 The Board of Arbitration has no power to alter, modify: amend or add to the provisions of this Agreement or to make any decision inconsistent with the terms of this Agreement.

13.05 The decision of the majority of the Board of Arbitration shall be final and binding upon the parties hereto and upon any employee or employees affected by it. If there is no majority decision, the decision of the chairperson shall govern.

ARTICLE 14 - NO STRIKES OR LOCKOUTS

14.01 In view of the orderly procedure established for the disposition of employees' complaints and grievances, the Employer agrees that it will cause or direct no lockout of its employees. For the duration of this Agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the services of the Employer for the duration of this Agreement. "Strike" and "lockout" shall have the meanings as set out in the **Labour Relations Act** of Ontario.

14.02 No employee who is a member of Local 2345 will be disciplined for refusing to cross a picket line.

ARTICLE 15 - SENIORITY

- 15.01 [a] Fundamentally, the rules herein respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Employer.
- (b) *Continuous service shall mean the length of service in the employ of the Employer in a position included within the bargaining unit computed from the date of last hiring by the Employer.*
 - (c) For the purposes of this Agreement, there shall be three (3) support areas, namely:
 - (1) Home Supports:
 - (2) Employment Supports:
 - (3) Administration.

The Employer reserves the right to add to or change the Divisional or Program structure. The Employer

shall notify the Union in writing of any addition or change within thirty (30) days of the occurrence.

- 15.02 (a) new full-time employees shall be on probation for the first seventy (70) days of work within any six (6) month period. New part-time and substitute employees shall be on probation for the first three hundred and twenty (320) hours worked within any nine (9) month period. Such time may be extended by mutual consent of the parties. During the probationary period, the employee shall be subject to the terms of this Agreement except that the Employer may terminate the employment of a probationary employee for any reason.
- (b) Each employee shall be given a performance appraisal, seven (7) working days prior to the completion of their probationary period. The Employer shall notify the employee and the Union in writing when an employee has completed his/her probationary period. If the Employer does not, the employee shall be deemed to have successfully completed his/her probationary period.
- (c) Upon completion of the probationary period seniority shall accrue for all employees on the basis of years of continuous service from the date of commencement of employment.
- (d) For the purpose of job competitions between full-time and part-time employees and transfer and promotion of part-time employees to full-time positions, seniority for a part-time employee shall be established as one-half (1/2) his/her years of continuous service. When part-time employees assume full-time positions one-half (1/2) of their years of continuous service shall transfer with them to the full-time seniority list.
- (e) For the purpose of job competitions between substitute and full-time employees and transfer and promotion of substitute employees to full-time positions, seniority for a substitute employee shall be

established as one-third (1/3) his/her years of continuous service. When substitute employees assume full-time positions one-third (1/3) of their years of continuous service shall transfer with them to the full-time seniority list.

- (f) For the purpose of job competitions between substitute employees and part-time employees and transfer and promotion of substitute employees to part-time positions, seniority for substitute employees shall be established as one-half (1/2) his/her years of continuous service.
- (g) Where a full-time employee transfers to a part-time or substitute position, he/she shall transfer with his/her full accumulated years of continuous service and shall be given full credit for any previous years of part-time and substitute continuous service.

15.03 **Loss of Seniority**

Seniority shall be lost and an employee shall be deemed to have terminated his/her employment if:

- (a) the employee quits;
- (b) the employee is discharged and such discharge is not reversed through the grievance procedure;
- (c) the employee is absent for more than three (3) consecutive working days without permission or without a satisfactory reason. In the case of illness, absence must be supported by a doctor's certificate for any period in excess of three (3) working days;
- (d) in the case of layoff of a full-time employee:
 - (1) the employee with less than five (5) years seniority at the effective date of layoff performs no work for the Employer for a continuous period of one (1) year;
 - (2) the employee with five (5) years or more seniority at the effective date of layoff performs

no work for a continuous period of two (2) years.

in the case of layoff of a part-time or substitute employee:

- (1) the employee with less than three (3) years seniority at the effective date of layoff performs no work for the Employer for a continuous period of one (1) year;
 - (2) the employee with three (3) years or more seniority at the effective date of layoff performs no work for the Employer for a continuous period of two (2) years.
- (e) the employee has been laid off and fails to return to work within Fourteen (14) calendar days after notification to do so has been sent to him/her by registered mail or personal delivery, to the last address on record with the Employer, or by direct personal contact with the employee. It is the obligation of the employee to maintain on record with the Employer an address at which registered mail can be received by him/her or on his/her behalf at all times;
- (f) an employee absent because of sickness or accident for more than two (2) years shall cease to accumulate seniority on the expiry of two (2) years, but shall retain the seniority he/she then has so long as he/she is drawing temporary disability benefits from the Workers' Compensation Board or long term disability benefits provided by the Collective Agreement;
- (g) the employee retires;
- (h) the employee fails to report for work at the expiration of a leave of absence unless a satisfactory reason is given, or uses a leave of absence for a purpose other than that for which it was granted.

15.04 Separate seniority lists will be established for full-time

employees and part-time and substitute employees covered by this Agreement who have completed their probationary period, showing each employee's bargaining unit seniority. It is agreed that such seniority lists shall be revised and posted during the months of January and July each year, effective the first day of the month in which the list is posted, and a copy shall be given to the President of the Union, with respect to any employee appearing on the seniority lists for the first time after attaining seniority, the seniority list will be deemed to be correct if not questioned by such employee within twenty one (21) calendar days of the posting of the seniority lists at the employee's regular work location.

15.05 **Layoff and Recall**

A layoff for full-time employees shall be defined as a reduction in the work force or a reduction in the normal scheduled hours of **work** and for part-time employees, a reduction in excess of 20% of the normal scheduled hours of work.

15.06 Notwithstanding any other provision of this Agreement, where the Employer needs to lay off employees, the Employer may, prior to utilizing the procedure outlined below, transfer an employee to fill in any vacancy for which he/she has the ability, qualifications and/or relevant work experience, provided such vacant position has the same rate of pay.

15.07 In the event of a layoff, the following procedure shall apply:

- (a) The classification and status (full-time and part-time) within which the layoff is to occur will be identified;
- (b) All temporary employees shall be laid off first, then probationary employees.
- (c) Thereafter, if further employees are to be laid off, the most junior employees within the selected classification and status at the location where the reduction of staff is needed will be laid off first.
- (d) The Employee shall have the right to displace a less senior employee in any classification, except a Program Co-Ordinator, having the same status, who

the employee has the qualifications, skills and ability to displace. The right to bump shall include the right to bump up.

- (e) If the laid off employee is a full-time employee and is unable to displace an employee pursuant to the procedure outlined in paragraph (d) above, the employee shall have the option to either take the layoff or to displace a less senior part-time employee where the employee has the qualifications skill and ability.
- (f) Any employee displaced by the bumping procedure pursuant to (d) and (e) above; shall be afforded the same opportunity to exercise seniority in the same manner.
- (g) The Employer and the Union shall meet prior to a layoff to review the seniority list and to discuss the order of lay off. In addition, the parties will look to identify alternatives to the proposed layoffs.
- (h) Layoff grievances will be initiated at Step 3 of the grievance procedure.
- (i) Employees shall be recalled to work in order of seniority provided they have the qualifications, skill and ability to perform the available work. Seniority rights for recall are as described in sub-article 15.03(d).
- (j) All notices of lay off shall be in writing and Employees who have received notice of layoff shall be given the opportunity to meet with a designated representative of the Employer to discuss her/his options. If the employee wishes to assert her/his seniority rights to displace another employee as provided for above, she/he shall submit a request to the Manager of Human Resources within seven (7) calendar days of such meeting, with a copy to the President of the Union.
- (k) The Employer shall not hire new employees where

employees are on layoff until those laid off employees are given the opportunity to be recalled pursuant to paragraph (i) above.

- (l) Except when caused by a reason or reasons beyond the control of the Employer, all employees about to be laid off shall receive at least thirty (30) calendar days notice prior to the effective date of the lay off.
- (m) Provided that they have at least two (2) years seniority: the President of the Local Union followed by, the Chief Steward, while in office, shall be deemed to have the highest seniority in the bargaining unit and shall be entitled to assert such deemed seniority for purposes of layoff and recall in accordance with sub article 15.07.

15.08 Subject only to staffing requirements: every reasonable effort will be made to layoff part-time employees before laying off full-time employees.

ARTICLE 16 - TRANSFER OF EMPLOYEES

16.01 It is understood that employees in all classifications are generally assigned to work with clients in locations appropriate to their needs and wishes.

16.02 It is agreed and understood that all vacancies will be posted, except the Employer may transfer employees to another location without a posting in the following circumstances:

- (a) where clients move from one residential or program location to another necessitating continuity of support from primary worker(s);
- (b) consideration of special requests by employees for medical reasons;
- (c) transfer of a Program Co-ordinator from one location to another,
- (d) to permit specialized matchings of residential workers with individual clients within their homes so as to

facilitate flexible support which would include any location or activity outside of the primary residence. Such assignments for the duration would not be considered as a permanent transfer of the worker from their assigned Program location.

16.03 Situations of conflict between employees or between employees and clients/families shall be brought to the Labour Management Committee for discussion and review within twenty four (24) hours. In a crisis situation, the Employer may take appropriate steps to temporarily address the problem prior to the Committee meeting. The Committee shall identify the problem; assess the impact of the problem on the workplace and/or clients and offer remedial solutions. In the event that the Committee is unable to reach a mutually agreed resolution of the conflict, the Employer may transfer the affected employee from one location to another.

16.04 Where the Employer transfers a full-time employee pursuant to this article, such transfer shall not result in the demotion of the employee to a lower paid classification or a reduction in the employee's normal hours. Where a part-time employee is so transferred, the transfer shall not result in the demotion of the employee to a lower paid classification.

ARTICLE 17 -JOB POSTINGS

17.01 With the exception of the Program Co-Ordinator position, all job postings shall be awarded to the most senior applicant able to meet the reasonable requirements of the job. All job requirements shall be listed in detail on the job posting.

17.02 The Employer shall make available Job Application Forms on which employees may submit their qualifications for consideration for the posted position at the time that the position is posted.

17.03 (a) Where a permanent or a temporal vacancy arises, which the Employer intends to fill, or a new job is created within the bargaining unit, the Employer shall post notice of the position for a period of eight (8)

calendar days and such posting shall contain information with respect to the qualifications, location of initial assignment, general scheduling pattern and rate of pay of the position. The Employer shall post the above notice within seven (7) calendar days of the position becoming vacant, unless unusual circumstances prevent it. All employees who make written application for the job posting to the Employer's representative designated on the posting, within the posting period, or who have filed a form in accordance with sub-article 17.02 shall be considered and the successful applicant will be placed in the position as soon as possible but no later than four (4) weeks from the date of the completion of the posting period. The time periods set out in this sub-article may be extended by mutual agreement of the Employer and the Union, such agreement may not be unreasonably withheld.

- (b) Employees; when filling in a temporary vacancy or temporary position shall continue to receive all benefits as provided for them under this Agreement. At the termination of a temporary vacancy or a temporary position, an employee shall be returned to his/her former position without loss of seniority or benefits.

17.04 The successful applicant shall be subject to a trial period of up to sixty (60) days worked. In the case of part-time and substitute employees, the trial period shall be the lesser of two hundred and eighty 280(280) hours worked or six (6) calendar months. During this period, if the employee's services are unsatisfactory to the Employer: or if the employee finds the new position unsatisfactory and so advises the Employer: the employee shall be returned to his/her former position and salary rate without loss of seniority. Any other employees who have been promoted or transferred because of the rearrangement of positions shall also be returned to their former positions and salary rates without loss of seniority. If the successful applicant satisfactorily completes the aforesaid trial period, the Employer will confirm such employee in the new position on the expiry of the aforesaid trial period.

17.05 The successful applicant for a Job Posting shall not be eligible to be considered for any further Job Posting for a period of six (6) months from the date upon which the employee assumed the position: unless the Job Posting is for a position in a higher rated classification.

17.06 If there are no applicants or no successful applicants for a posted position, the Employer shall be entitled to fill the position in such manner as it sees fit. The Employer may also fill a position in such manner as it sees fit while observing the posting procedure contained in this Article.

17.07 The vacancy left by the successful applicant shall also be subject to the posting procedure set forth in this Agreement, and all subsequent vacancies resulting therefrom.

17.08 Where a temporary vacancy as defined in sub-article 2.01(c)6 arises, the Employer shall, if it decides to fill same; give priority to bargaining unit employees prior to hiring temporary employees to fill same and the Employer shall follow the provisions of Article 17.

17.09 Copies of all Job Postings shall be forwarded to the President of the Local Union immediately upon notification of the successful applicant, and the President shall be advised of the names of the successful and unsuccessful applicants.

17.10 Temporary job postings shall show the expected number of consecutive weeks that the employee will be working for the duration of the vacancy.

17.11 All newly hired employees shall receive not less than eight (8) hours of orientation with pay. No employee shall be regularly scheduled to work until orientation has been completed. Employees assigned to work in a location in which they have not been previously employed shall receive two (2) hours of orientation with pay prior to being scheduled for work.

17.12 Further to our discussions during negotiations herein, this is to confirm that the following agreements were reached with respect to the Program Co-Ordinator position:

1. The Employer may designate one (1) Program Co-Ordinator for each residence and vocational service operated by it.
2. New positions and vacancies for Program Co-ordinators shall be posted for a period of eight (8) calendar days and all support workers shall be eligible to apply for same. If there are no applicants or no successful applicants, the Employer may designate a Program Co-Ordinator in such manner as it sees fit.
3. A Program Co-Ordinator shall serve a trial period of six (6) calendar months. During the trial period either the Employer or the employee may elect to cancel the designator upon giving two (2) weeks notice and the employee shall return to his/her former position and salary rate without loss of seniority. Any other employees who have been promoted or transferred because of this rearrangement of positions shall also be returned to their former positions and salary rate without loss of seniority.
4. The designation of an employee as a Program Co-Ordinator or the removal of an employee from a Program Co-Ordinator position during the trial period may not be subject of a grievance by the employee or the Union.
5. The Program Co-Ordinators shall: in addition to their regular counselling duties, be responsible for the following:
 - (1) To facilitate the development, review and implementation of procedures, structures and policies that enhance the ability of WCLSS to respond to individuals and families through the provision of support and supervision to all staff working in the home.
 - (2) To notify the Unit Manager of the unmet needs of individuals and submit proposals that include recommendations for action required.

- (3) Identify resources needed to achieve the individual's life plan and develop strategies for their implementation.
- (4) To ensure that staff are knowledgeable of all policies and procedures of WCLSS, i.e. health and safety, emergency procedures, confidentiality, etc. and give guidance and direction with respect to same.
- (5) To be knowledgeable of and inform staff of all requirements related to licensing, and/or funding of the support areas.
- (6) Making inspections to ensure that adequate policies and procedures, standard of care, cleanliness and safety are being enforced.
- (7) To ensure that the house and all property (interior and exterior) is maintained in a manner acceptable to WCLSS and its standards.
- (8) To provide supervision and leadership according to the policies and procedures of WCLSS to all assigned staff.
- (9) Counselling, advising and assigning of staff as required.
- (10) Assist the Unit Manager in the orientation of staff and volunteers.
- (11) Assist Unit Manager in regularly evaluating the performance of staff through job performance appraisals and identifying training requirements.
- (12) Reporting immediately to the Unit Manager any suspected or alleged client abuse, and any other problems, circumstances or situations that may or have adversely affected the safety and/or welfare of a client.
- (13) Assist Unit Manager in budget preparation and financial control.

- (14) Requisitioning the use or purchase of equipment, material and services.
- (15) Purchase routine program supplies subject to the approval of the Unit Manager.
- (16) To support individuals in their purchase of household items groceries and furniture, and ensure expenditures are documented as per program location procedures.
- (17) To be responsible and accountable for monies relating to individual client purchases, expenses, savings and cash on hand.
- (18) To be responsible and accountable for monies relating to program petty cash.
- (19) To communicate with staff to interpret and discuss policies, programs, problems and staff responsibilities.
- (20) Assist Unit Manager in the internal procedures for matching, or assisting individuals to match themselves with partners for shared living arrangements, especially for individuals leaving SAC.
- (21) In addition to duties (1) to (20) above: Program Co-Ordinators employed in vocational support area shall be responsible for the following:
 - (a) to operationalize the production activity related to current productions;
 - (b) to adapt to and operationalize the production activity related to the development of new initiatives/products;
 - (c) to observe, analyze and attend to environmental features to ensure compatibility with production activities and client abilities;

- (d) to be responsible and accountable for monies related to all purchases expenses, cash on hand and product sales.
6. It is agreed that the duties of the Program Co-ordinator as set out above may be changed by the Employer from time to time, except that any changes shall not require the Program Co-ordinator to hire; fire, suspend or discipline (except recommending discipline and hiring) bargaining unit employees. All such changes shall be brought to the Labour Management Committee for discussion prior to being Implemented by the Employer. Notwithstanding the above; we confirm that Claudio Palumbo and Zygmunt Dudanic will continue in their present management position and that when they are reassigned, Program Co-ordinator positions will be posted for their locations.

ARTICLE 18 - TRANSFERS

18.01 Transfers to Positions Outside the Bargaining

- (a) If an employee is, or has been transferred to a position which is not subject to the provisions of this Agreement, he/she shall retain his/her seniority for a period of six (6) months if transferred back by the Employer to a position subject to the provisions of this Agreement, he/she shall carry his/her retained seniority with him/her and displace any employee with less seniority in accordance with Article 15.05.
- (b) If an employee is transferred to a supervisory position on a temporary basis to replace a supervisor who is not available to carry out his/her duties, such an employee shall continue to accrue seniority and to pay the monthly dues disbursement pursuant to sub-article 6.01 and shall be entitled to representation by the Union in the Grievance and arbitration

procedures of this Agreement for any discipline imposed on such employee while in the temporary supervisory position.

- (c) Any bargaining unit employee temporarily transferred to a supervisory position shall fulfil all of the duties and responsibilities of that position except:
 - (i) taking direct disciplinary action independent of another member of management;
 - (ii) directly terminating the employment of a bargaining unit employee;
 - (iii) being involved in disciplinary meetings when not directly involved with the subject matter of the meeting.
- (d) It is understood that an employee in a temporary supervisory position shall report immediately to the Director or another senior manager any suspected or alleged client abuse or any other problems, circumstances or situations that may or have adversely affected the safety and/or welfare of a client.

18.02 Transfers to Positions Within the Bargaining Unit

- (a) An employee temporarily or permanently transferred or promoted to a higher classification shall receive the commencement rate of pay for the new classification, commencement with his/her qualifications, or the next higher rate of pay on the wage grid which is equal to or greater than the employee's present rate of pay.
- (b) Full-time employees who agree to temporarily transfer to a lower classification at the request of the Employer, shall continue to receive his/her present rate of pay plus any increases to that rate required by the Agreement.
- (c) An exchange of job duties may take place if (a) both employees agree. (b) the respective employees'

supervisors agree, and (c) the positions are in the same classification. Such transfers shall be for the time period agreed upon among the parties involved.

ARTICLE 19 -LEAVES OF ABSENCE

19.01 Upon application in writing, to the appropriate Service Director, the Employer may grant leaves of absence to employees without pay and without loss of seniority for personal reasons, without requiring such employees to use up their vacation credits first. Such requests for personal leave shall not be unreasonably denied.

19.02 The Employer will grant leaves of absence without loss of seniority to an aggregate of one hundred and twenty (120) working days during a calendar year for the entire bargaining unit of which not more than thirty (30) days shall be taken by any one (1) employee, when requested by the Union in writing at least fourteen (14) calendar days before the leave is to commence and provide that such leave does not unduly interfere with the operational requirements of the Employer, for employees who have been appointed or elected by the Union to attend an official Union function such as a convention: conference, counsel or education course. During such Union leaves of absence, the Employer shall pay the employee his/her regular salary and maintain benefits as if he/she had worked, and the Union shall reimburse the Employer for that same amount, including the cost to cover benefits on receipt of a bill which indicates the benefits breakdown for each employee, from the Employer.

19.03 The Employer will grant pregnancy and parental leaves of absence in accordance with the requirements of the Employment Standards Act of Ontario. Upon an employee's return to work from the leave of absence under this article; such employee shall be reinstated to his/her former position if such position still exists unless he/she has been displaced by a more senior bargaining unit employee who obtains the position pursuant to sub-article 15.05. If this is the case; he/she shall be provided with alternate work of a similar nature at not less than his/her wages and benefits in effect at the commencement of his/her leave of absence plus any increase

pursuant to this Agreement. An employee shall accrue seniority during such leaves of absence.

19.04 An employee on leave of absence, other than sickness or injury,

- (a) for not more than six (6) months and regardless of whether such employee has been replaced during such leave by a temporary employee, or
- (b) for more than six (6) months but who has been replaced during such leave by a temporary employee, shall, on the termination of such leave and if returning to work, be placed in the position held by him/her immediately prior to the commencement of such leave. A part-time or substitute employee shall be placed in the position held by him/her immediately prior to the commencement of such leave if such employee had been regularly scheduled to work in a particular position, and if previously on call: shall be restored to the call in list.

19.05 An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay or benefits and without loss of seniority for a period of one (1) year.

ARTICLE 20 - JOB SECURITY

- 20.01 (a) The Employer shall not contract out any work normally performed by members of the bargaining unit, if, as a direct result of such contracting out, a layoff of any employees covered by this Collective Agreement occurs. Contracting out to an employer who is organized and who will employ the affected employees of the bargaining unit who would otherwise be laid off is not a breach of this Agreement.
- (b) The transfer of a Program within the Association to another agency, as directed by the Provincial

Ministry, shall not constitute breach of this Agreement. Upon such transfer of services; subject to sub-article 15.05 (Layoff and Recall), the Employer shall endeavour to ensure the employment of the employees affected by the transfer of services: firstly, at the option of the employee within the Association and then within the employ of the agency to which the service is being transferred.

- (c) The Employer agrees that no bargaining unit position shall be replaced either temporarily or permanently with a volunteer worker(s) nor shall an employee be laid off as a result of the Employer utilizing the services of volunteers.

20.02 In the event that the Employer should merge, amalgamate or combine any of its operations or functions with any other agency, the Employer will use its best efforts to ensure retention of all seniority and benefits currently enjoyed by its employees with the successor employer. The Employer shall invite the Union to participate in meetings dealing with personnel related issues affecting bargaining unit employees.

20.03 Supervisors, students, volunteers and workfare participants shall not perform work normally performed by employees in the bargaining unit if as a result any such employee is laid off.

ARTICLE 21 - BULLETIN BOARDS

21.01 The Employer shall provide space on bulletin boards or at a mutually agreed designated place at all program administration locations upon which the Union shall have the right to post or place notices, provided that such notices shall have been signed by the President of the Local Union or in his/her absence by his/her designate prior to the posting thereof and that the subject matter of all such notices shall be restricted to notices partaking to recreational or social activities, notices of meetings or notices of results of elections. Provided further that no notices shall be posted or placed by the Union on such bulletin boards or at the mutually agreed designated place containing advertising *or* political matter.

The Employer agrees that for distributing the aforesaid notices the Union may use the Employer's interoffice mail service.

21.02 The Employer shall permit the Union access to the inter-office mail service for the distribution of Union information. Such usage shall not exceed one (1) delivery per week.

ARTICLE 22 - HOURS OF WORK AND OVERTIME

- 22.01 (a) The normal hours of work for full-time employees, except full-time Support Workers in residential support areas employed in "sleep in positions" shall be forty (40) hours per week on an eight (8) consecutive hours per day, five (5) day per week basis, including one-half(1/2) hour paid lunch period and two (2) fifteen (15) minute coffee breaks per day, one to be taken during the first half of the shift and the other during the second half of the shift and to be taken by the individual employee at such reasonable time during the normal hours of work as may be arranged with the employee's Program Manager.
- (b) Part-time and substitute employees shall be entitled to one fifteen (15) minute coffee break during each four (4) hour period worked to be taken by the individual employee at such reasonable time during the normal hours of work as may be arranged with the employee's Program Manager.
- (c) The hours that all employees work are established from time to time by the Job Descriptions for the respective positions as established by the Employer. **An** employee shall be paid for all hours of work in accordance With Schedule "A".
- (d) The regularly scheduled hours and clays of work for each full-time and part-time employee, except for employees employed in the non-24 hr. S.I.L. Program and in Vocational support areas: shall be posted in the appropriate location in the facility at least three (3) weeks in advance. A copy of the work schedule shall

be given to the President of the Union. In drawing up the regularly scheduled hours and days of work, the Employer shall provide:

- (i) work schedules to provide employees with at least four (4) days off in each two (2) week period;
- (ii) work schedules which do not require an employee to work more than six (6) consecutive days unless
 - (a) it is at the employee's request. or
 - (b) it is an emergency situation beyond the control of the Employer.

22.02 (a) The normal hours of work for all full-time employees in Residential support area employed in "sleep in positions" shall be fifty (50) hours per week on a ten (10) hour per day five (5) day week basis. The hours that such employees shall work shall be established by the Employer. An employee so employed in a "sleep in position" shall be paid for a ten (10) hour day at the rate of seven (7) hours at the rate per hour provided in Schedule "A" for the "sleep in" period of their regular shift, and three (3) hours at the basic salary rate for such employee established by Schedule "A" with no overtime premium if such employee is awakened to respond to or address a situation during the sleep hours, he/she shall have all such time paid at the basic salary rate established by Schedule "A" with no overtime premium but subject to a minimum of one (1) hour's pay for each situation: provided that a report is completed prior to the employee leaving work in the case of a serious incident (client illness, injury or property damage) and in all other instances that a note is made in the Communication Book. Employees who are requested to and do work more than their normal hours of work up to eight (8) additional hours shall be paid their regular rate of pay without overtime premium in accordance with the

work performed during such additional hours. All further additional hours worked per week in excess of eight (8) additional hours as aforesaid shall be paid at time and one-half their regular rate of pay in accordance with the work performed during such further additional hours.

- (b) Part-time or substitute employees who are awakened to respond to or address a situation during the sleep hours shall be paid as per sub-article 22.02(a) for such situation.

22.03 A Program Manager may require an employee to work more than the normal hours of work and when such additional hours are required or authorized (in advance except in an emergency) by the Program Manager or his/her designated alternate, an employee (other than Support Workers employed in sleep-over positions) shall be paid for such overtime hours as follows:

- (a) up to forty-four (44) hours per week regular rate
- (b) additional hours in excess of forty-four (44) hours in a week one and one-half (1 1/2) times the regular rate.

22.04 (a) Except for emergencies, overtime shall be on a voluntary basis provided that an employee required to remain at work on overtime on an emergency basis shall not be required to work more than three (3) consecutive hours. Insofar as it is practical to do so overtime shall be equitably shared among the employees in the same program qualified to perform the specific duties.

- (b) The Employer shall provide a minimum of three (3) hours work or if no work is available three (3) hours pay at the appropriate rate whenever an employee is called in to work. Attendance at a scheduled meeting of less than three (3) hours is not mandatory and shall be paid on the basis of actual time in attendance.

- (c) It is clearly understood that when an employee works a combination of awake and sleep overtime hours the

overtime rate of pay shall be calculated at the rate most advantageous to the employee.

22.05 Once scheduled, there shall be no change to an employee's hours of work within forty-eight (48) hours of when the schedule is to come into effect except in an emergency or unless by mutual agreement of the Employer and the employee or employees whose schedule is changed.

22.06 It is understood and agreed that the normal hours of work established by this Article and the provisions for payment of overtime shall not be construed as a guarantee of any hours of work nor of working schedules.

22.07 At the option of the employee and subject to the maintenance of required staff ratios and the availability of qualified staff time off at the appropriate overtime basis as defined in sub article 22.02 and 22.03 may be granted in lieu of overtime pay; such time to be taken within twelve (12) months of the performance of the overtime work. Unless otherwise mutually agreed in writing lieu time not taken within twelve (12) months will be paid at the appropriate rate.

22.08 When an employee who has completed his/her normal hours of work and has left the Employer premises is required to return to perform additional work, such employee shall be entitled to a minimum of three (3) hours work at the appropriate rate for all hours worked or at the option of the employee shall be entitled to the equivalent time off within twelve (12) months.

22.09 When an employee is required to work more than two (2) hours overtime after 5:00 p.m. which time is continuous from the normal work hours and such employee has not received at least twenty-four (24) hours notice prior to the commencement of the overtime such employee shall be entitled to a meal allowance of five dollars and seventy-five cents (\$5.75) on each such occasion.

22.10 Any time worked which is counted for overtime or other premium on one basis shall not be counted for overtime or other premium on any other basis and there shall be no pyramiding of overtime.

22.11 The Employer shall pay a shift premium of sixteen cents

(16) for all hours worked by full-time and part-time employees in a residential program between the hours of 7:30 p.m. and 7:30 a.m. except employees in a sleep in position.

22.12 The parties agree to the following procedure to fill available hours:

1. The Employer shall develop a list for each Unit to be utilized to fill all hours of work that become available over and above the regularly scheduled hours.
2. The list shall contain the names of all substitute employees assigned to the Unit and all part-time employees assigned to the Unit who advise their Unit Manager in writing of their willingness to accept shifts in addition to those for which they are scheduled at all locations within the Unit.
3. In the event there are available hours which the Employer decides to fill, the Employer shall first offer the available hours to part-time employees on the list who are assigned to work at the location where the available shift(s) is to be filled provided the part-time employee would not work two (2) consecutive shifts or in excess of thirty-nine (39) hours in a week as a result of accepting the available hours unless proper authorization is given.
4. Where the available hours cannot be filled utilizing the above procedure the Employer shall offer the available hours to the remaining, part-time employees or substitute employees on the Unit list on a rotational basis provided the employee would not work two (2) consecutive shifts or in excess of thirty-nine (39) hours in a week as a result of accepting the available hours unless prior authorization is given.
5. Where the available hours cannot be filled utilizing the above procedure the Employer may fill the hours with older part-time or substitute employees.
6. Part-time employees who refuse three (3) shifts on three (3) separate days in a calendar month without a

reasonable excuse or accept available hours and who work in excess of thirty-nine (39) hours in a week as a result of accepting the hours shall have their names removed from the list for a period of six (6) months.

7. Part-time employees who remove their names from the list shall not be eligible to have their names reinstated for a period of six (6) months.

ARTICLE 23- VACATION WITH PAY

- 23.01 (a) Full-time employees who terminate with less than one (1) year of service shall be paid a vacation allowance of four percent (4%) of gross salary earned during their period of employment less any vacation entitlement under sub-clause (b) below already received. Part-time and substitute employees who terminate with less than one (1) year of service shall be paid a vacation allowance of four percent (4%) of gross salary earned during their period of employment.
- (b) A full-time employee who has more than six (6) months service but less than one (1) years service shall be entitled to one (1) days vacation with pay for each completed month of service up to a maximum of ten (10) working days vacation with pay.
 - (c) Vacation with pay is computed from the date of commencement of employment in accordance with the following schedule.

Vacations With Pay Allowances

During Year	Days Earned	Per Month
1	10	0.8333
2	10	0.8333
3	15	1.2500
4	15	1.2500
5	15	1.2500
6	16	1.3333
7	17	1.4167
8	18	1.5000
9	19	1.5833
10	20	1.6667
11	20	1.6667
12	20	1.6667
13	20	1.6667
14	20	1.6667
15	25	2.0833

- (d) Earned vacation days will be credited to an employee at the end of each completed attendance (calendar) month based on the rate of 1/12 of what the employee is earning in the way of vacation credits at that time. **An** attendance (calendar) month is deemed to be the month in which an employee is entitled to at least ten (10) days pay. In determining if an employee is entitled to ten (10) days pay in an attendance (calendar) month, periods covered by sick leave allowance or periods covered by Workers' Compensation payments will be counted provided the employee has performed some work for the Employer during the vacation year.
- (e) **A** part-time or substitute employee shall receive in the first pay period of December in each year up to and including the ninth year of employment with the Employer four (4%) per cent of the employee's gross earnings for the last year up to and including the last complete pay period prior to the payment. In the tenth year and each subsequent year to the fourteenth year

of employment with the Employer a part-time employee shall receive six (6%) per cent of the employee's gross earnings for the past year up to the end of the last complete pay period prior to the payment. In the fifteenth year and each subsequent year of employment with the Employer part-time employees shall receive seven (7%) per cent of the employee's gross earnings for the past year up to the end of the last complete pay period prior to payment. In calculating the employees gross earnings, no account shall be taken of any vacation pay previously paid.

- (f) A part-time employee who has than one (1) year of service shall receive upon request a vacation leave of absence without pay of two (2) weeks.
- (g) All vacation schedules must be submitted for approval to the Employer at least six (6) weeks before the commencement of the vacation period requested. A full-time employee may request up to four weeks to be taken in any block of time they so choose subject to staffing requirements. The Employer shall give the employee an unconditional response to the vacation schedule submitted within fourteen (14) calendar days of its submission. In all Disputes over the scheduling of vacations, seniority shall generally govern providing that the vacation period has been reserved at least six (6) weeks before the commencement of the vacation period. Full-time employees with five (5) weeks vacation will take the fifth (5th) week at the discretion of the Program Manager which discretion will be exercised based on the maintenance of staff ratios required by law the availability of competent qualified substitute staff and any overlap with vacation periods of other members of the Employer's staff. Employees entitled to more than two (2) weeks vacation may elect to take one (1) of such additional weeks vacation in increments of up to five (5) consecutive days provided that such request is

submitted at least one (1) month prior for to the date or dates requested. Notwithstanding the aforementioned the Employer may grant vacation periods to which an employee is entitled upon request if an extenuating circumstance warrants the request. Vacation pay will be paid to the full-time employee on the regularly scheduled pay day immediately prior to the commencement of the vacation period provided at least fifteen (15) calendar days written notice approved by the Program Manager is presented to the payroll clerk. Vacation days can only be approved to the extent of expected accumulated vacation days earned and unused at the time of commencement of vacation.

- (h) Employees may elect to cash in fifty percent (50%) of their unused vacation credits to a maximum of ten (10) days once per calendar year.
- (i) For purposes of this, Article 23 a vacation year means twelve (12) month period commencing with the employee's individual anniversary date of employment. In addition to the employee's entitlement to take vacation days in the year in which such vacation days are carried as provided in Article 23 01(c) above employees shall be entitled to take vacation days during the vacation year following the vacation year in which such vacation days were earned.
- (j) When a paid holiday falls during an employees approved vacation period he/she shall upon written notification to the employee's Program Manager prior to the commencement of the vacation period designating which option he/she selects add another day to his/her vacation period or take another day off at a later date not later than his/her next vacation period.
- (k) For employees working more than twenty-four (24) hours per week and less than forty (40) hours per

week vacation pay will be based on the number of hours of work per day established for the three (3) month period in which the vacation period occurs or for the immediately preceding three (3) month period whichever is greater. The Employer will review each three (3) months the number of hours such employee has actually worked per day and based on that review and other known factors will establish the hours of work per day for the succeeding three (3) month period on which vacation pay is to be paid.

- (l) Employees who accompany clients on approved vacations shall be paid on the basis of twelve (12) regular straight time hours per day without overtime.
- (m) Upon termination of employment, death, or retirement, a full-time employee or his/her estate shall be entitled to vacation pay prorated from the preceding anniversary date to the date of termination; death, or retirement. In the case of a part-time or substitute employee, vacation pay will be calculated on the gross earnings since the last payment of vacation pay to the termination of employment, death, or retirement. In the event of death such vacation pay shall be paid to the personal representative of the deceased employee.
- (n) Upon receipt of two (2) weeks prior notice once annually part-time and substitute employees shall be entitled to receive vacation pay on earnings to date. The remaining vacation pay will be paid in December each year.

ARTICLE 24 - PAID HOLIDAYS

24.01 (a) During the term of this Agreement Employer will provide employees with the following paid holidays:

Good Friday	Apr. 5/96	Mar. 28/97
Easter Monday	Apr. 7/96	Mar. 30/97
Victoria Day	May 20/96	May 19/97

Canada Day	July 1/96	JULY 1/97
Civic Holiday	Aug 5/96	Aug. 4/97
Labour Day	Sept 2/96	Sept. 1/97
Thanksgiving Day	Oct 14/96	Oct 1 /97
Christmas Day	Dec 23/96	Dec 25/97
Boxing Day	Dec 26/96	Dec 26/97
New Year's Eve Day	Dec .1 196	Dec 31 /97
New Years Day	Jan. 1/97	Jan. 1/98
Floating Holiday:	The dates for observance of the Floating Holiday shall be set by mutual agreement of the parties.	

- (b) Where a paid holiday is observed on an employee's regularly scheduled day off and the employee qualifies pursuant to sub-article 24.02, the employee shall receive a day off in lieu to be taken at a mutually agreed date within one year of the observance of the paid holiday.
- 24.02 (a) In order to qualify for holiday pay, a full-time employee must have completed his/her probationary period prior to the day of observance of such holiday and worked his/her scheduled regular day of work preceding and his/her scheduled regular day of work following such holiday unless he/she has been excused by the Employer to be absent specifically on either or both such qualifying days or is absent due to illness or injury confirmed by medical certificate if required by the Employer. Provided an employee absent due to illness or injury shall qualify for holiday pay only so long as he/she is receiving pay directly from the Employer.
- (b) In order to qualify for holiday pay a part-time or substitute employee must have:
- (i) completed three (3) months employment prior to the day of observance of the holiday;
 - (ii) earned wages on at least twelve (12) days during the four (4) work weeks immediately preceding the day of observance of the holiday;

- (iii) worked his/her scheduled regular day of work preceding and his/her scheduled regular day of work following the day of observance of the holiday unless he/she has been authorized by the Employer to be absent on either or both of such qualifying days.

24.03 An employee who has agreed to work on a paid holiday and who without reasonable cause fails to report for and perform the work shall not be entitled to holiday pay

24.04 (a) Full-time employees who are required to work on a paid holiday may elect one of the following methods of compensation:

- (i) to be paid for the time worked at one and one-half (1 1/2) times their regular rate of pay and if entitled thereto the regular holiday pay or;

- (ii) to be paid for the time worked at one and one-half (1 1/2) times their regular rate of pay and if entitled to holiday pay to take ~~off~~ with pay one (1) regular working day at their regular rate of pay such day to be taken off to be within one (1) year after the holiday and to be mutually agreed upon by the Employer and the employee.

- (b) Part-time and substitute employees who are required to work on a paid holiday will be paid for the time worked at one and one-half (1 1/2) times their regular rate and if entitled thereto the regular holiday pay.

24.05 (a) The amount of holiday pay to be paid to an eligible full-time employee is the regular rate of pay the employee would have received for the day had the day not been a paid holiday.

- (b) The amount of holiday pay to be paid to an eligible part-time or substitute employee shall be the average of his/her daily earnings exclusive of overtime pay over a period of thirteen (13) work weeks preceding the day of observance of the paid holiday.

24.06 Notwithstanding the provisions of this Article effective April 1 1994 full-time and part-time employees who have attained seniority shall be entitled to the following paid personal holidays to be taken in the calendar year on a date mutually agreed to by the Employer and the employee:

- (i) full-time seniority employees two (2) days;
- (ii) part-time seniority employees two (2) days

ARTICLE 25 SICK LEAVE

25.01 (a) Fifteen (15) days of sick leave credits are granted to each full-time employee who has attained seniority and who is in active employment for each attendance year, which is the twelve (12) month period commencing January 1st in each year - (i.e. calendar year). This bank of credits will be reduced appropriately as absences due to sickness or accident (not covered by Workers' Compensation) occur during the attendance year and the employee is paid the employee's regular salary during such absences. Sick leave will not be paid for absences due to accidents and disablements incurred while employed by anyone other than the Employer, or while self-employed for gain. Where an employee received reimbursement for lost salary from any third party including the employee's own insurer for any absence: the employee shall reimburse the Employer for all sick leave paid during such absence, and the employee shall be re-credited with sick leave credits which had been used as a result of such payment for which the Employer reimbursed. For the purposes of this Article, an employee shall be considered to be in active employment provided such employee has seniority and is not in receipt of long-term disability benefits. Effective upon ratification those part-time employees who are regularly scheduled to work shall be granted two (2) sick leave credits on attaining two (2) years of seniority under the Collective Agreement.

Those sick leave credits from the previous seniority year and not used by such employees shall be cancelled on attaining an additional year of seniority. Such sick leave credits may only be used for days on which a part-time employee is regularly scheduled to work.

- (b) An employee shall be required to notify his/her supervisor or a designate of his/her absence due to sickness at least one (1) hour before the commencement of his/her shift.
- (c) Where no one at home other than the employee can provide for the needs (luring illness of a dependent living with the employec, a full-time employee shall be entitled after notifying his/her supervisor to use one (1) accumulated sick- leave day per illness.

25.02 A newly hired full-time employee who attains seniority will be credited on attaining seniority with a pro rata share of sick leave credits retroactive from date of hire to end of the current attendance year. A part-time employee who attains two (2) years seniority will be credited with a pro rata share of sick leave credits retroactive from the date that attained two (2) years seniority to the end of the current attendance year.

25.03 If a probationary full-time employee who has completed one (1) month of service is absent due to sickness or non-compensable accident, such employee will be paid for such absence up to a maximum of three (3) days which will be adjusted later as follows:

- (a) on attaining seniority the sick days paid during the probationary period will be deducted from such employee's sick leave credits received on attaining seniority;
- (b) if such employee's employment is terminated prior to attaining seniority the sick days paid will be deducted from such employee's final pay settlement cheque.

25.04 A medical certificate must be provided by an employee for absence due to sickness or accident more than three (3) working

days. Further medical certificates must be provided if the employee does not return to work on the date of return stated on the last certificate provided to the Employer or every six (6) weeks if no date of return is stated on the last certificate provided to the Employer. The Employer reserves the right to require a medical certificate for any absence due to sickness or accident of less than three (3) working days from an employee who has been absent on five (5) or more separate occasions due to sickness or accident during the then current calendar year. Any cost incurred for a medical certificate shall be shared equally between the employee and the Employer. If there is an extra charge for the annual medical or the medical for the Class F license, the Employer will reimburse the employee for such cost.

25.05 As compensation for good attendance, bonus sick days are granted at the commencement of each attendance year to full time employees who have as of that date attained one (1) year's seniority. Accumulated bonus sick leave days shall consist of one hundred percent (100%) of sick leave credits remaining unused at the end of the attendance year just completed to a maximum of sixty (60) days. These sick days are credited in addition to the regular sick leave credits granted at the commencement of each attendance year but do not themselves qualify for sick days in the following attendance years.

25.06 Upon termination of employment of a full-time employee who has attained at least one (1) years seniority other than a termination for just cause such employee shall be entitled to be paid as severance pay calculated at the employee's then regular rate of pay the total of the following (i) that proportionate part of the current year's sick leave credits which period from the commencement of the current attendance year to the date of termination bears to the entire attendance year which remains unused at one-third (1/3) of their value plus (ii) all unused accumulated bonus sick days at sixty percent (60%) of their value.

25.07 Full-time employees who have attained one (1) year's seniority who are absent on sick leave and have exhausted their accumulated sick day credits may request the Employer to apply against their continuing absence on sick leave any outstanding unused vacation credits.

ARTICLE 26 - BENEFITS

26.01 The Employer will pay for coverage for each full-time employee and eligible dependents only, upon attaining seniority, in accordance with the terms and provisions of the insurance contracts and plans providing the coverage, the following premium costs:

- (a) One hundred percent (100%) of the cost of the Ontario Health Insurance Plan;
- (b) One hundred percent (100%) of the cost of the Extended Health Care and Prescription Drug Plan with 100% reimbursement and no deductible amount, including semi-private hospitalization coverage and out-of-province coverage, all as provided by the Employer's present policies with Mutual Life of Canada, Great-West Life, Green Shield or their equivalent;
- (c) For employees under 65 years of age, one hundred percent (100%) of the cost of the Employer's life insurance plan providing life insurance in the amount of two and one-half (2 ½) times the annual salary to a maximum amount of life insurance of \$100,000, with accidental death and dismemberment benefits;
- (d) One hundred percent (100%) of the cost of a long-term disability plan providing seventy percent (70%) of the monthly salary up to a maximum of \$4,000 per month after four (4) months from the commencement of the disability as provided by the current policy;
- (e) One hundred percent (100%) of the cost of a VisionCare plan providing a benefit of \$125 in every twenty-four (24) month period for reimbursement for new eye glasses, repairs to eyeglasses or frames or contact lenses; and a Dental care Plan with one hundred percent (100%) reimbursement and no deductible amount: providing preventative services including root canal therapy: all as provided by the Employer's present policy with Mutual Life of Canada, or its equivalent;

- (f) A dependent of an employee must be enrolled for coverage with the Employer within thirty-one (31) calendar days of becoming eligible;
- (g) The Employer will provide to each eligible employee, within fourteen (14) days of passing probation, a booklet supplied by the carrier of the foregoing benefits describing the current benefits as they are provided under the policy of insurance between the Employer and the carrier.

26.02 The Employer will pay an amount equal to five percent (5%) of the annual earnings for each seniority full-time employee and part-time seniority employee with two (2) calendar years of service, excluding from such annual earnings any fringe benefits deemed taxable by government legislation, into the Employer's designated Pension Plan, with the employee having the option to also contribute additional amounts as provided in the Plan.

26.03 Probationary full-time employees shall not be entitled to any of the foregoing benefits. All full-time employees who have attained seniority will be added to the various plans providing the benefits at the first available billing dates after attaining seniority or after the date of his/her permanent transfer into a full-time position.

26.04 (a) The Employer will continue to pay the premiums for the benefits provided in this Article for eligible full-time employees on leave of absence other than by reason of sickness or accident and for eligible employees on layoff for the balance of the month in which such leave of absence or layoff occurs. The Employer will continue to pay the premiums for the benefits provided in this Article for eligible full-time employees absent due to sickness or accident for the balance of the month in which such sick leave commenced and for three (3) additional months. Employees desiring to continue their coverage must pay to the Employer the necessary premium costs before their due dates. The Employer will continue to pay the premiums for the drug, dental and vision

benefits set out in this Article for eligible full-time employees who are laid off, for a period of three (3) additional months.

- (b) The Employer agrees, as is required, to continue paying the premiums for the benefits provided under this Agreement for eligible full-time employees absent due to WCB compensable reasons for a term of one (1) year.

ARTICLE 27 - MILEAGE

27.01 The Employer agrees to pay each employee thirty cents (30¢) per kilometre for each kilometre driven in the employee's own automobile on the Employer's business and when previously authorized to do so.

27.02 Upon production of evidence from the insurer or the agent by a seniority employee who is required by the Employer to use his/her car in the performance of his/her duties, the Employer agrees to pay for:

- (a) public liability and property damage insurance of \$1,000,000 including coverage for the carrying of passengers for compensation;
- (b) collision coverage;
- (c) comprehensive coverage,

the difference annually excluding surcharges as a result of accidents or convictions; in the premium rates for such insurance on the employee's motor vehicle when used for pleasure, and the premium rate required to ensure such automobile for the same coverage if used for the purposes of the Employer.

In the event that the employment of the employee is terminated within twelve (12) months of obtaining the above coverage; the Employer shall be entitled to recover from any monies owing to the employee the pro rata share of this payment made to him/her.

ARTICLE 28 - BEREAVEMENT LEAVE

28.01 Provided it is a scheduled working day the Employer will grant upon application by an employee five (5) days leave of absence with pay and without loss of seniority for an employee to arrange for and attend the funeral of an immediate relative. "Immediate relative" shall mean spouse (including common-law spouse), son, daughter, father, and mother ~~of~~ the employee.

28.02 Provided it is a scheduled working day the Employer will grant upon application by an employee three (3) days leave of absence with pay and without loss of seniority for an employee to arrange for and attend the funeral of the employee's mother-in-law or father-in-law: step-mother, step-father, brother, sister and grandchild.

28.03 Provided it is a scheduled working day, the Employer will grant upon application by an employee one (1) day's leave of absence with pay and without loss of seniority for an employee to attend the funeral of an employee's grandparent: step-brother, step-sister, sister-in-law and brother-in-law.

28.04 The employee shall not be entitled to the benefits set forth in this Article when he/she fails upon request to furnish the Employer with reasonable proof of death of the immediate relative.

28.05 Provided it is a scheduled working day the Employer will grant upon application by an employee four (4) hours leave of absence with pay and without loss of seniority for an employee to act as pallbearer at a funeral. Such employee shall upon request furnish the Employer with reasonable proof of entitlement.

ARTICLE 29 - JURY DUTY AND CROWN WITNESS

29.01 An employee who is required to serve and reports for jury duty or is subpoenaed to give evidence as a crown witness and attends the court in answer to the subpoena will be paid his/her regular rate of pay for the required absence from work during his/her regular working hours subject to the condition that the employee will pay to the Employer all monies received for said

jury duty or as a Crown witness exclusive of travelling and meal allowances.

29.02 In order to receive payment under this Article, the employee must give the Employer prior notice that he/she has been summoned or subpoenaed and upon completion of his jury duty or witness service furnish to his/her Program Manager a satisfactory certificate showing the period of such service.

29.03 If an employee is scheduled to work the night shift between the hours of 12:00 midnight and 9:00 a.m. on the day on which such employee is to report for jury duty, he/she shall not be required to work such night shift on the day which he/she is to report and shall qualify for jury duty pay in accordance with this Article 29.

ARTICLE 30 - WAGE RATES AND CLASSIFICATIONS

30.01 Attached to this Agreement and forming an integral part thereof shall be a Schedule "A" setting forth wage rates and classifications.

30.02 Employees shall be paid on the basis of two-week pay period for work performed up to midnight on the second Saturday preceding pay day, including pay for any overtime hours worked in that pay period.

30.03 When an employee reports an error on their pay cheque, the Employer will investigate and where the error is verified, issue a separate cheque as soon as possible.

ARTICLE 31 - EMPLOYEE STATEMENTS

31.01 The Employer shall supply quarterly to each full-time employee a statement of attendance for the previous quarter which shall include a statement of the accumulated credits for vacation days and sick days, and any shortages in accumulated credits must be brought to the attention of the employee's immediate supervisor within ten (10) days of receipt, failing which the same shall be binding upon the employee.

ARTICLE 32 - HEALTH AND SAFETY

32.01 The parties have established a Health and Safety Program to assist Labour and Management in implementing and ensuring a safe and healthy working environment. A Liaison Coininittee representing Union and Management have agreed to ensure that the Health and Safety Program is meeting the needs of both the regulated and non-regulated workplaces. The function of this Committee will be to ensure a collective approach in developing an effective program under the Occupational Health and Safety Act and to share information in a co-operative fashion in order to resolve issues not dealt with by other committees.

32.02 Where protective devices or safety apparel are required by the provisions of the above Act to properly protect employees, the same shall be provided by the Employer at no cost to the employees, and used by the employees in accordance with the provisions of the **Occupational Health and Safety Act**.

32.03 An employee or employees who are members of the Joint Health and Safety Committee established pursuant to the Occupational **Health** and Safety Act and employees who are members of the Liaison Committee established pursuant to Article 32.01 above shall be allowed time off with pay from time to time for the purpose of attending approved workshops to upgrade their safety training when directed to attend by the Employer or when mutually agreed to by the parties.

32.04 The Employer shall provide the Liaison Committee with copies of its Workers' Compensation monthly report.

32.05 The Employer and the Union have established a Resource Committee, the terms of reference for which are set out in the Staff Handbook, to assist individual families and staff concerned in supporting people who at times may need special supports and arrangements. A responsibility of this Committee is to review all informal practices and procedures for people who are experiencing difficulties or challenging behaviours affecting the health and safety of staff and other persons being supported.

32.06 The Resource Committee will provide guidance and



consultative support to both senior management and the Joint Health and Safety Committee with respect to the following:

- * Case Management Procedures
- * Incident Investigation Procedures
- * Emergency Response Procedures
- * Approve Intervention Techniques and Programs
- * Worker Education Programs

ARTICLE 33 - LETTERS OF UNDERSTANDING

33.01 The parties hereto agree that the Letters of Understanding attached hereto form part of this Agreement and are binding upon the parties hereto during the term of this Agreement.

ARTICLE 34 - EFFECTIVE DATE AND DURATION

34.01 This Agreement shall continue in full force and effect until the 31st day of March, 1998, and unless either party gives to the other party written notice of termination or notice of desire to amend this Agreement in accordance with this Article, then it shall continue in effect for a further one (1) year period without amendment; and so on from year to year thereafter. Notice that either party intends to terminate this Agreement or that amendments are desired shall only be given within the period of ninety (90) days prior to the termination date. The notice that amendments are desired shall set forth the amendments proposed. If notice of termination or desire for amendments is given by either party: the parties agree to meet for the purpose of negotiations within fifteen (15) days of the giving of the notice or within such longer period as the parties shall mutually agree.


34.02 The rates and classifications set out in Schedule "A" shall be effective for all hours paid from the 1st day of April, 1996 for all employees of the Employer on the 1st day of April, 1996 and for all employees hired since the 1st day of April, 1996. Except as otherwise provided, all other changes are effective on ratification.

Any increases in benefits apply to employees at work: such increases apply to employees on layoff, leave of absence or sick leave only on their return to work.

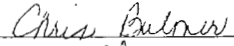
EXECUTED by the parties at Windsor, Ontario, the 9th day of July, 1996.

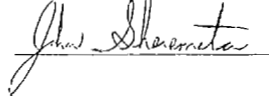
WINDSOR COMMUNITY
LIVING SUPPORT
SERVICES

THE CANADIAN UNION OF
PUBLIC EMPLOYEES
AND ITS LOCAL 2345



Richard Menard





LETTERS OF UNDERSTANDING

The following six (6) Letters of Understanding are deemed to be from the Employer to the President of Local 2345 of The Canadian Union of Public Employees:

#1 RE: EDUCATIONAL ASSISTANCE

This Letter will confirm the undertaking of the Association to provide educational assistance to employees in accordance with the following standard:

- (1) The employee must have at least one (1) year's seniority.
- (2) The employee must apply to the operations Director or his/her designate prior to registration for approval to take a course of studies related to the employee's job and being given by an accredited educational institute. The course of study shall not conflict with the employee's schedule of work with the Association.
- (3) The Operations Director or his/her designate must give his/her decision to the employee in writing within fourteen (14) calendar days.
- (4) Upon proof of being supplied by the employee to the Operations Director or his/her designate of the successful completion of a course of studies, or, where such course of studies extends over a period of more than one (1) year, of the successful completion of each semester of such course of studies, the Association will reimburse the employees all legitimate and required expenses for tuition fees, books and course materials.

#2 RE: CREDIT UNION CHECK-OFF'

The Association agrees that so long as such check-off can be reasonably accommodated in its payroll system, the Association will check-off or deduct monies from an employee's wages on a bi-weekly basis provided:

- (a) that the employee's written authorization is received from the Credit Union on a proper form supplied by the Credit Union;
- (b) all deductions are to be sent to the same credit union for all employees;
- (c) an employee shall only be able to revoke the written authorization or change the amount to be deducted by the employee's written authorization received from the credit union.

All monies deducted by the Association will be remitted bi-weekly by the Association to the credit union with a record of those from whom deductions have been made and the amount of the individual deductions.

#3 RE: COLLECTIVE AGREEMENT

This letter will confirm the agreement of the parties given during our recent negotiations that the parties will share equally the cost of preparing copies of the new Collective Agreement in a sufficient number to provide each employee with a copy including those hired during the term of the Agreement, and a reasonable number for the use of the Union. The parties agree to have the Collective Agreement printed by a unionized print shop.

#4 RE: EMPLOYEE ASSISTANCE PROGRAM

This letter will ensure the undertaking given by the Employer during the negotiations for this Agreement that during the term of this Agreement the Committee appointed by the Employer will continue to meet with a Committee from the Union to discuss the implementation of an employee assistance program. Employees on the Union Committee, while meeting with the Employer's representatives during regular working hours, shall suffer no loss of wages, benefits and seniority.

#5 RE: WORKLOAD

The Employer recognizes that workload problems may interfere with the quality of services we provide to the individuals we support. The parties are committed to addressing workload issues through the Labour Management Committee.

#6 RE: WAGE RATES

Notwithstanding the contents of Schedule "A", the Employer agrees that in the event it actually receives annualized increases in its base transfer payments, it will increase wages in an amount equal to that portion of the increase allocated to wages. The increase would be applied equally on a percentage basis to all classifications listed in Schedule "A".

SCHEDULE "A"
WINDSOR COMMUNITY LIVING SUPPORT SERVICES
WAGE SCHEDULE
FOR BARGAINING UNIT EMPLOYEES
EFFECTIVE APRIL 1, 1996
(Inclusive of any Pay Equity increases
effective January 1, 1995)

Classifications	Commence- ment	A	B	C
(1) F.T. Support Worker II	\$28,235	\$28,949	\$29,697	\$30,525
F.T. Support Worker I	\$25,977	\$26,629	\$27,292	\$28,057
(2) F.T. Secretary	\$22,540	\$23,048	\$23,638	\$24,216
(3) F.T. Clerk Typist	\$20,473	\$21,199	\$21,706	\$22,230
(4) F.T. Maintenance Asst.	\$18,060	\$18,531	\$19,017	\$19,587
(5) F.T. Support Worker Asst.	\$17,962			
(6) F.T. Sleep-In	\$14,248			
(7) Program Co-Ordinator II	\$30,143	\$30,857	\$31,605	\$32,433
Program Co-Ordinator I	\$27,885	\$28,537	\$29,200	\$29,965
(8) P.T. Support Worker II*	\$11.756/hr			
P.T. Support Worker I* /Substitute	\$11.36/hr.			
(9) P.T. Secretary	\$10.282/hr			
(10) P.T. Clerk Typist	\$ 8.272/hr.			
(11) P.T. Support Worker Asst.	\$8.636/hr.			
(12) P.T. Sleep-In	\$6.700/hr.			
(13) Driver	\$18,060	\$18,531	\$19,017	\$19,597

Probationary employees 10% less than the established rate.

Substitute employees shall receive the part-time rate of pay of the classification in which they are assigned to perform work.

* Persons previously classified as P.T. Senior Counsellor are not classified as either P.T. Support Worker I or II depending on the application of the classification, experience and length of service factors set out below. The rate of pay of these employees is red-circled at \$11.610 per hour until such time as their P.T. Support rate as determined by the factors referred to above, exceeds \$11.61 per hour.

Classification Factor:

- Support Worker II - (1) MRC, DSW or graduate or undergraduate degrees (including honours) and the following disciplines: Family Studies, Psychology, Sociology, Social Work, General Social Sciences, Nursing, Education, O.T.C., Human Kinetics, Occupational Therapy, Physical Therapy, General Health Studies or College Diploma: Child and Youth Workers, CCW, MRC, BST, DSW, ECE, Nursing (R.N.), Registered Nursing Assistant (R.C.A.), Sign Language Interpreter, Sign Language Communicator and any other that may be mutually agreed by the Labour Management Committee, or
- (2) After two (2) years of continuous full time service as a Support Worker I and successful completion of the Human Services Certificate course, a Full-time Support Worker I will move to the Full-time Support Worker II "A" rate.

When a part-time employee transfer to a **full-time** Support Worker II position, Article 15 will be utilized to determine the employee's full-time seniority for moving up to a Support Worker II position; or

- (3) After four (4) years of continuous full-time service as a Support Worker I and completion of a recognized program in basic pharmacology, behavioural management and nutrition, the employee will be moved to the Support Worker II "A" rate. or
- (4) After six (6) years of continuous **full-time** service as a Support Worker I, the employee will be moved to the Support Worker II "A" rate.

A part-time employee who has been continuously employed in a direct service position (up and awake) for three (3) years and who has the educational qualifications required for a full-time Support worker I to move to a Support worker II position, shall receive a rate that is five percent (5%) above the part-time up and awake rate.

Support Worker T - non-related degrees, diplomas, certificates or no experience in the field of developmental handicaps.

Experience Factor:

For each employee hired during the term of this Agreement the wage rate established at the time of appointment will include consideration for credit for prior employment experience.

For credit purposes, experience must be relevant to the duties of the position and additional to experience which represents qualifications of the appointee for his/her duties and position.

The maximum and minimum credit shall be equivalent to "A Rate" for the position to which he/she is appointed.

Length of Service Factor:

Each classification in the Bargaining Unit shall have a commencement rate and three (3) additional rates which replace the commencement rate as the employee attains his/her first, second and third anniversary date in his/her position but will be subject to a satisfactory job performance appraisal.

The successive increase in rates reward the increased productivity and value of the employee with practical experience within the Association.

WINDSOR COMMUNITY LIVING
SUPPORT SERVICES

GROUP #4037

OUTLINE OF BENEFITS

Drug Plan 9

Co-Pay: Nil

Description of Benefits: Refer to Drug Plan
9 wording attached

Extended Health Plan T4

Annual Deductible: Nil

Coinsurance: 100%

Maximum: \$25,000. Annual on in home
Private Duty Nurse

Description of Benefits: Refer to Extended
Health Plan T4 wording attached

Semi-Private Hospital Accommodation

Annual Deductible: Nil

Reimbursement: 100%

Maximum: Unlimited

Description of Benefits: Refer to Semi-
Private Plan wording

Dental Plan 98

Annual Deductible: Nil

Coinsurance: 100%

Maximum: \$1,000.00

Fee Guide: Current Ontario Dental
Association Suggested Fee Guide for
General Practitioners

Description of Benefits: Refer to Dental
Plan 98 wording
attached,

GROUP #4037 (Cont'd)

Audio Plan E2

Annual Deductible: Nil

Maximum: \$450.00 every 3 years

Refer to Audio Plan wording attached.

Vision Plan 7

Annual Deductible: Nil

Maximum: \$125.00 every 2 years

Refer to Vision Plan wording

GREEN SHIELD PREPAID SERVICES INC.

APOTH-A-CARE PRESCRIPTION PLAN “9”

Covered Benefits

Products identified in the Green Shield Pharmaceutical Manual as eligible at benefit Level “9”, provided that they have been prescribed by an authorized medical practitioner.

These products include:

1. All medication which requires a prescription by law, including oral contraceptives.
2. Syringes and needles, diabetic testing agents, insulin, and all other approved *injectibles*.
3. Hydroquinidine, quinidine, erythrol tetranitrate, isosorbide dinitrate and nitroglycerin.

Exclusions

Any product which is not identified in the Green Shield Pharmaceutical Manual as eligible at benefit Level “9”.

Amongst those excluded are:

1. Any products which have not been prescribed by an authorized medical practitioner.
2. Vitamin products, patent medicines, blood and blood plasma, contraceptives devices, foams or gels.
3. Antacids, shampoos, cosmetics, laxatives and medicines which may lawfully be sold or offered for sale other than through retail pharmacies, and which are not normally considered by practitioners as medicines for which a prescription is necessary or required.

Co-payment

The above Plan is available at various co-payments. Please refer to your Group’s “Group Agreement” for the applicable co-payment.

Reimbursement

1. Reimbursement shall be made for expenses incurred and paid by a participant for any of the eligible services, substances and appliances set out in and in accordance with the provisions set forth in the Green Shield Benefit Plan Group Agreement, provided such expenses:
 - (a) are incurred and paid for services, substances and appliances prescribed by, and given under the direction of a licensed medical practitioner subject to the conditions of this Agreement, and
 - (b) are in the opinion of Green Shield, reasonable and customary in the area in which they are rendered or supplied.
2. Reimbursement shall be made by Green Shield’s cheque drawn in favour of the subscriber.
3. Reimbursement shall not be made in respect of any eligible expense unless the subscriber rates were paid by or on behalf of the subscriber or dependent when due for the months in which the service, substance or appliance was rendered or supplied.

4. Interest shall not be payable on any reimbursement under this Agreement.
5. For the purpose of this Agreement all expenses incurred and paid by the participants shall be deemed to have been incurred and paid in Canadian dollars and reimbursement shall be in Canadian dollars.
6. Reimbursement will not be made in respect to any eligible expense unless a claim is filed as provided in this Agreement within 18 months from the date the eligible expense was incurred.

It's Easy To Use

Simply present your prescription to a participating pharmacist and at the same time show him your Green Shield identification card. When your eligible prescription has been filled you pay the pharmacist the applicable co-pay of your Apoth-A-Care plan. That is all you do. The pharmacist will forward the account directly to Green Shield for payment.

Vacationing, Travelling or When Served By A Non-participating Pharmacist

Request a receipt and ask the pharmacist to indicate on the receipt the name, strength and quantity of medication dispensed. Forward the receipt to the Green Shield office along with your name, address and subscriber number. A repayment cheque will be forwarded to you for the same amount as would be paid to a member pharmacist for the same prescription. To claim for injectibles or medicine injected by a physician, obtain a receipt for the medicine only and follow the procedure above. Reimbursement will be made for the cost price of the injectible medicine only.

GREEN SHIELD PREPAID SERVICES INC.

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EXTENDED HEALTH SERVICES

PLAN T-4

The benefits available to you through Green Shield Extended Health Services include the following:

1. The Services of a Graduate Registered Nurse, currently registered with the appropriate Nursing Association, for that period of time recommended by the attending physician, provided the nurse is not an employee of the institution wherein the participant is confined, is not normally a resident in the participant's home or related to the participant by blood or marriage and provided that the nurse is engaged on a full shift basis.
2. Blood and Blood Products when required for transfusions.
3. Prosthetic Appliances and Durable Medical Equipment, including artificial arms, legs, eyes, ears, noses, larynxes, prosthetic lenses (for people lacking an organic lens or following cataract surgery); aniseikonic lenses; above or below knee or elbow prosthesis; external cardiac pacemakers; terminal devices, such as a hand or hook whether or not an artificial limb is required.

Rigid or semi-rigid supporting devices (such as braces for the legs, arms, neck or back), splints, trusses; and appliances essential to the effective use of an artificial limb or corrective brace.

Colostomy and ileostomy supplies, catheterization equipment, external breast prosthesis (including surgical brassieres) and custom-made boots or shoes or adjustments to stock item footwear.

Rental of durable medical equipment such as hospital beds (with or without mattresses), rails, cradles and trapezes; crutches, canes, patient lifts, walkers and wheelchairs; bedpans, commodes, urinals — if patient is bed confined; oxygen sets and respirators; (if the prescription is for oxygen, the prescriber must indicate how it is to be administered and what apparatus is to be used).

Decubitus (ulcer) care equipment, dialysis equipment, dry heat and ice application devices; I.V. stands, intermittent pressure units, neuromuscular stimulants, sitz baths, traction equipment, vapourizers and standard whirlpool baths. Bandages or surgical dressings, radium and radioactive isotope treatments when authorized in writing by patient's attending physician.

In lieu of rental, Green Shield may substitute at its discretion charges for the purchase of or repair of such articles.

4. The Services of a Licensed Dental Practitioner for necessary dental treatment for the restoration of the area damaged as a Result of an Accident which occurred when this Agreement was in force including not more than one set of artificial teeth when natural teeth have been damaged (not including periodontia or orthodontia treatments or the repair or replacement of artificial teeth); provided the treatment is commenced within 180 days of the accident; and provided Green Shield shall not be liable for any services performed after the 365th day following the accident or after this Agreement has been terminated for the participant, whichever date shall be the earlier.

5. Emergency Transportation, when ordered by a licensed medical practitioner, and required as the result of an accident or acute physical disability, by professional ambulance or, where such is not accessible, by railroad, scheduled boat service or, in acute emergency, by air ambulance (but not by any conveyance not normally for hire) to the nearest hospital equipped to provide the required and recommended treatment; Green Shield's liability for such expense not to exceed \$100.00 for any one disability and shall not include that portion of such charge which is a benefit under the health care or hospitalization plan of any government.
6. Accommodation in Emergency when as the result of an accident or acute physical disability suffered by a participant, and when ordered by a licensed medical practitioner, it is necessary for the afflicted participant to procure accommodation away from home but in the area where the accident or acute physical disability took place; such accommodation to be in a hotel, public house, motor hotel or tourist home but not in any case a private home; Green Shield's liability for such expense not to exceed \$25.00 per day or \$200.00 in the aggregate for any one disability.
7. Private **Room** in Hospital, when such accommodation is provided in a public general hospital; Green Shield's liability for such expense shall be the difference in cost between semi-private accommodation and a private room (but not a suite); Green Shield's maximum liability for such expense shall not exceed \$1,000.00 per participant during the lifetime of the participant.
8. The Services of a Registered or a Licensed Physiotherapist, but only when a certificate by a licensed medical practitioner is provided indicating that such treatment is necessary.
9. The Services of a Registered Clinical Psychologist up to \$35.00 for the first visit and \$20.00 per hour for subsequent treatments to a maximum of \$200.00 per person during a benefit year, only when authorized by a licensed medical practitioner.
10. The Services of a Registered Masseur up to \$7.00 per treatment for not more than 12 treatments per benefit year per person, but only when a certificate by a licensed medical practitioner is provided indicating that such treatment is necessary.
11. The Services of a Qualified Speech Therapist up to \$200.00 per benefit year per person, but only when a certificate by a licensed medical practitioner is provided indicating that such treatment is necessary.
12. Services of a Registered Chiropractor, Osteopath, Podiatrist or Chiropodist · Maximum of \$300.00 per person, during a benefit year. Benefits reimbursement will be based on any Provincial Plan allowances, and only after the Provincial Plan annual maximum has been exhausted.
13. Out-of-Province will provide reimbursement for out-of-province hospital, surgical and medical expenses as follows:
 - (a) Hospital services in a public general hospital outside of the Province of residence of the patient when the fees for such services are in excess of the amounts allowed by the Provincial Government Health Plan in the Province of which the patient is a resident.

- (b) Medical • surgical expenses for services of a legally qualified physician or surgeon rendered outside of the Province of residence of the patient when the fees for such services are in excess of the amounts allowed by the Provincial Government Health Plan in the Province of which the patient is a resident

MAXIMUMS

This plan is available with various “Maximums”. Please refer to your Group’s “Group Agreement” for details.

DEDUCTIBLES

This plan is available with various “Deductibles”. Please refer to your Group’s “Group Agreement” for details.

REIMBURSEMENT

1. Reimbursement shall be made for expenses incurred and paid by a participant for any of the eligible services, substances and appliances set out in and in accordance with the provisions set forth in the Green Shield Benefit Plan Group Agreement, provided such expenses:
 - (a) are incurred and paid for services, substances and appliances prescribed by, and given under the direction of a licensed medical practitioner subject to the conditions of this Agreement, and
 - (b) are in the opinion of Green Shield, reasonable and customary in the area in which they are rendered or supplied.
2. Reimbursement shall be made by Green Shield’s cheque drawn in favour of the subscriber.
3. Reimbursement shall not be made in respect of any eligible expense unless the subscriber rates were paid by or on behalf of the subscriber or dependent when due for the months in which the service, substance or appliance was rendered or supplied.
4. Interest shall not be payable on any reimbursement under this Agreement.
5. For the purposes of this Agreement all expenses incurred and paid by the participants shall be deemed to have been incurred and paid in Canadian dollars and reimbursement shall be in Canadian dollars.
6. Reimbursement will not be made in respect to any eligible expense unless a claim is filed as provided in this Agreement within 18 months from the date the eligible expense was incurred.

SUBROGATION

Green Shield retains the right to subrogation if benefits paid on behalf of a participant under this Agreement are or should have been paid or provided by a third party. In cases of third party liability, you must advise your lawyer of our subrogation rights.

CO-ORDINATION OF BENEFITS

When payment provided under this Agreement is available to a person under any other prepaid health service contract, insurance policy or plan, benefits shall be co-ordinated and the amount payable under this Agreement shall be pro-rated and limited to the extent that the total amount available under all coverages does not exceed 100% of the allowable expenses.

Benefits will be co-ordinated according to the current industry standard.

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GREEN SHIELD

DENTAL CARE PLAN 98

Schedule of Eligible Services

Green Shield agrees that the Eligible Services set out in this Schedule form part of the Green Shield Benefit Plan Group Agreement.

Reimbursement of the eligible services shall be at 100% of the charge, but not to exceed 100% of the applicable Ontario Dental Associations Suggested Fee Guide for General Practitioners.

This Schedule lists the services for which you are eligible and are set out by the Ontario Dental Association Procedure Codes.

Limitations

Reimbursement shall not be made in respect to any eligible expense unless a claim is filed within 12 months from the date the eligible expense was incurred.

Predetermination

If a course of treatment involves crowns, bridgework, orthodontic treatment or extensive periodontal treatment and your plan includes these services, a description of the procedures to be performed and an estimate of the dentist's charges must be filed with Green Shield prior to the commencement of the course of treatment. Green Shield will notify the employee and the dentist of the benefits certified as payable, based upon such course of treatment. In determining the amount of benefits payable, consideration may be given to alternate procedures (services or course of treatment that may be performed for the dental condition concerned in order to accomplish the desired result).

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

Subrogation

Green Shield retains the right to subrogation if benefits paid on behalf of a participant under this Agreement are or should have been paid or provided by a third party. In cases of third party liability, you must advise your lawyer of our subrogation rights.

Benefits will be co-ordinated according to the current industry standard.

Co-ordination of Benefits

When payment provided under this Agreement is available to a person under any other pre-paid health service contract, insurance policy or plan, benefits shall be co-ordinated and the amount payable under this agreement shall be pro-rated and limited to the extent that the total amount available under all coverages does not exceed 100% of the allowable expenses.

Schedule of Eligible Services

Diagnostic Services

The following services cover exams, x-rays and tests needed to determine necessary dental treatment. To check for your specific coverage, refer to the Ontario Dental Association's (O.D.A.) code numbers listed below.

Complete Oral Examination — once every 3 years:

Procedures 01110, 01120, 01130

Recall Examination — twice in 12 consecutive months:

Procedure 01200

Periodontal Examination — twice in 12 consecutive months:

Procedure 01203

Emergency Examinations:

Procedure 01300

Specific Oral Area Examination:

Procedure 01400

Radiographic Interpretation —

Complete full mouth series of radiographs, but not more than once in a 36 month period:

Procedures 02100, 02101

Bitewing Radiographs — twice in 12 consecutive months:

Procedures 02141, 02142, 02143, 02144, 02145, 02146.

Periapical Radiographs, as indicated:

Procedures 02111, 02112, 02113, 02114, 02115, 02116,
02117, 02118, 02119, 02120, 02121, 02122

Cephalometric Radiographs:

Procedures 02701, 02702, 02703, 02704, 02705

Occlusal Radiographs, as indicated:

Procedures 02131, 02132, 02133, 02134

Extra Oral Films as indicated:

Procedures 02201, 02202, 02203, 02204

Sinus Examination:

Procedure 02304

Sialography:

Procedure 02400

Use of Radiopaque Dyes to Demonstrate Lesions:

Procedure 02430

Temporomandibular Joint Films:

Procedures 02504, 02505

Panoramic Film, but not more than once in a 36 month period:

Procedure 02600

Tracing of Radiographs:

Procedure 02750

Interpretation of Radiographs from Another Source:

Procedure 02800

Tomography:

Procedure 02920

Hand and Wrist:
Procedure 02930

Tests and Laboratory Examinations:
Procedures 04100, 04200, 04300, 04310, 04330

Preventive Services

These services cover light cleaning (Prophylaxis), Topical Fluoride applications, proper and effective home care (Oral Hygiene) instructions, and selective reduction of tooth surfaces to allow maximum chewing ability (Occlusal Equilibration).

Prophylaxis and Topical Fluoride — twice in 12 consecutive months:
Procedures 11100, 11200, 11300, 11400 or 11500

Preventive Recall Packages

The following preventive recall packages are subject to the same eligibility and limitations as the individual services in each package:

Procedures 11201, 11202, 11203, 11301, 11302, 11303,
11401, 11402, 11403, 11501, 11502, 11503

Oral Hygiene Instruction — once in lifetime:

Procedure 13200

Re-instruction — twice in 12 consecutive months:

Procedure 13210

Occlusal Equilibration:

Procedure 43310

Basic Restorations

These services are performed to restore teeth and include:

Silver Amalgam: (silver fillings)

Procedures 21101, 21102, 21103, 21104, 21105, 21211,
21212, 21213, 21214, 21215, 21221, 21222,
21223, 21224, 21225

Acrylic or Composite Resin Restorations: (whites fillings)

Procedures 23101, 23102, 23103, 23106, 23107, 23108,
23109, 23111, 23112, 23113, 23114, 23126,
23127, 23128, 23129, 23201, 23202, 23203,
23204, 23221, 23222, 23223, 23224, 23225

Retentive Pins:

Procedures 21301, 21302, 21303, 21304, 21305

Preformed Stainless Steel Crowns:

Procedures 21401, 21403, 21411, 21413

Preformed Polycarbonate Crown:

Procedures 21421, 21423

Removal of Carious Lesion and Dressing:

Procedures 13600, 29800, 39930

Interproximal discing of teeth:

Procedure 13700

Oral Surgery

The following surgical services include necessary suturing and one post operative treatment when required.

Removal of Erupted Tooth — uncomplicated:

Single Tooth:

Procedure 71101

Each Additional Tooth in Same Quadrant:

Procedure 71111

Surgical Removals: includes complicated removal of erupted teeth, partially or completely bone impacted teeth, extra teeth or teeth in an unusual position:

Procedures 72100, 72210, 72220, 72230, 72240

Removal of Residual Roots: whether they are covered by soft or hard (bone) tissue.

Procedures 72310, 72320

Fibrotomy:

Procedure 72409

Adjunctive General Services

Anaesthesia:

Procedures 92110, 92120, 92201, 92202, 92215, 92251, 92252, 92310, 92311, 92330, 92340

Consultation:

Procedures 05200, 93100

Drugs:

Procedures 96100, 96101

Professional Visits:

Procedures 94100, 94200, 94400

In-office laboratory services (when applicable to eligible services):

Procedure 99350

Denture Services

Denture Adjustments:

Procedure 54250

Denture Repairs:

Procedures 55101, 55102, 55103, 55104, 55105, 55201, 55202, 55203, 55504, 55520, 55530

Denture Prophylaxis and Polishing — twice in 12 consecutive months.

Procedure 55700

Rebasing and Relining:

Procedures 56200, 56201, 56210, 56211, 56220, 56221, 56230, 56231, 56260, 56261, 56262, 56263

Remake Partial Denture:

Procedures 56264, 56265

Tissue Conditioning:

Procedures 56270, 56271, 56272, 56273

Endodontic Services

This is root canal and/or nerve treatment. The following is covered:

Pulp (nerve) Capping:

Procedures 31100, 31110

Pulpotomy: (Removal of the crown portion of the nerve)

Procedures 32201, 32202, 32210, 32211

Root Canal Therapy: Includes up to three or more roots.

Procedures 33100, 33120, 33200, 33220, 33300, 33320,
33400, 33420, 33430, 33431

Apexification: (Induced root closure)

Procedures 33501, 33502, 33503, 33504, 33511, 33512,
33513, 33514

Periapical Services: This includes apical (root tip of tooth) curettage (cleaning and removing diseased tissue) as well as root resections where the root tip is cut away.

Procedures 34101, 34102, 34103, 34104, 34111, 34112,
34114, 34115, 34201, 34202, 34203, 34212,
34213

Root Amputation:

Procedures 34401, 34402

Preparation of Tooth for Treatment:

Procedures 39100, 39110, 39120

Hemisection:

Procedures 39210, 39220, 39230, 39300

Bleaching:

Procedure 39400

Intentional Removal, Apical Filling and Reimplantation:

Procedures 39501, 39502, 39503, 39600

Emergency Procedures: Removal of the pulp (nerve) or opening into a tooth for draining in emergency situation:

Procedures 39901, 39902, 39903, 39904, 39910, 39911,
39940, 39960, 39970, 39980, 39981, 39985,

Surgical Services

Removal of Residual Roots: (surgical exposure, repositioning, transplantation or enucleation of teeth)

Procedures 72410, 72411, 72412, 72430, 72440, 72450

Alveoloplasty, Gingivoplasty and/or Stomatoplasty: Shaping or restructuring of bone or gum for the better accommodation of any prosthetic appliance.

Procedures 73100, 73110, 73119, 73120

Osteoplasty:

Procedures 73133, 73134, 73135, 73140, 73141

Surgical Excision: Removal of cysts and neoplasms (growths) and soft tissue tumors of any size including biopsy.

Procedures 74108, 74109, 74408, 74409

Surgical Incision: Incision and drainage into soft or hard tissue.

Procedures 75100, 75110, 75300, 75400

Fractures: Includes the treatment of the dislocation and/or fracture of the mandible (lower jaw); treatment of maxilla (upper jaw) fracture; repair of soft tissue lacerations.

Procedures 76198, 76210, 76250, 76310, 76350, 76910,
76950, 76951

Frenectomy: Surgery on the fold of tissue connecting the lip to the gum or the tongue to the floor of the mouth.

Procedures 77800, 77810, 77840, 78110

Miscellaneous: Includes the removal of a tooth root or a foreign body from the antrum (Maxillary Sinus) and treatment for other sinus/dental related complications.

Procedures 79104, 79301, 79302, 79303, 79304, 79305,
79306, 79307, 79308, 79401, 79601, 79602,
79603, 79604



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GREEN SHIELD VISION PLAN

BENEFITS:

1. **New Eye Glasses**
Reimbursement toward the purchase of new or replacement eye glasses up to the maximum allowance of the plan, as set forth in your Group Agreement.
2. **Repairs To Eye Glasses or Frames**
Reimbursement for replacement parts of frames or replacement of lenses to existing eye glasses not to exceed the maximum allowance of the plan, as set forth in your Group Agreement.
3. **Contact Lenses**
Reimbursement toward the payment of contact lenses in lieu of eye glasses not to exceed the maximum allowance of the plan, as set forth in your Group Agreement.

EXCLUSIONS

1. Industrial safety glasses.
2. Sun glasses unless prescribed by a Medical Practitioner for the treatment of Ophthalmic diseases or conditions.
3. Duplicate glasses (ie. No changes in the lens prescription).

SUBROGATION

Green Shield retains the right to subrogation if benefits paid on behalf of a participant under this Agreement are or should have been paid or provided by a third party. In cases of third party liability, you must advise your lawyer of our subrogation rights.

CO-ORDINATION OF BENEFITS

When payment provided under this Agreement is available to a person under any other prepaid health service contract, insurance policy or plan, benefits shall be co-ordinated and the amount payable under this Agreement shall be pro-rated and limited to the extent that the total amount available under all coverages does not exceed 100% of the allowable expenses.

Benefits will be co-ordinated according to the current industry standard.

REIMBURSEMENT

1. Reimbursement shall be made for expenses incurred and paid by a participant for any of the eligible services, substances and appliances set out in and in accordance with the provisions set forth in the Green Shield Benefit Plan Group Agreement, provided such expenses:
 - (a) are incurred and paid for services, substances and appliances prescribed by, and given under the direction of a licensed medical practitioner subject to the conditions of this Agreement, and
 - (b) are in the opinion of Green Shield, reasonable and customary in the area in which they are rendered or supplied.

2. Reimbursement shall be made by Green Shield's cheque drawn in favour of the subscriber.
3. Reimbursement shall not be made in respect of any eligible expense unless the subscriber rates were paid by or on behalf of the subscriber or dependent when due for the months in which the service, substance or appliance was rendered or supplied.
4. Interest shall not be payable on any reimbursement under this Agreement.
5. For the purposes of this Agreement all expenses incurred and paid by the participants shall be deemed to have been incurred and paid in Canadian dollars and reimbursement shall be in Canadian dollars.
6. Reimbursement will not be made in respect to any eligible expense unless a claim is filed as provided in this Agreement within 18 months from the date the eligible expense was incurred.

GREEN SHIELD PREPAID SERVICES INC.

WINDSOR

285 Giles Blvd. E.
P.O. Box 1606
Windsor, Ontario
N9A 6W1

TEL. 255-1133
(Area Code 519)
1-800-265-5891

LONDON

195 Dufferin Avenue
Suite 705
London, Ontario
N6A 1K7

TEL. 673-4410
(Area Code 519)
1-800-265-4429

TORONTO

45 Sheppard Ave. E.
Suite 211
Willowdale, Ontario
M2N 5W9

TEL. 221-7001
(Area Code 416)
1-800-268-6613

VANCOUVER

1177 West Hastings
Suite 400
Vancouver, B.C.
V6E 2K3

TEL. 681-7799
(Area Code 604)

GREEN SHIELD PREPAID SERVICES NC.

GROUP SEMI-PRIVATE PLAN

This benefit will provide for reimbursement of the cost of semi-private hospital room accommodation as follows:

1. Reimbursement for the difference in cost between standard ward charges and the cost of semi-private accommodation in a public general hospital when the standard ward charges are paid by any Provincial Government Health Plan of the Province in which the patient is a resident and when the patient is or has occupied an active treatment bed.
2. In a public chronic hospital or chronic wing facilities of a public general hospital, a maximum reimbursement of **\$3.00** per day for **120** days per benefit year for the difference between the charges for a standard ward and the cost of semi-private accommodation when the patient has occupied semi-private accommodation.

Limitations

1. Where the subscriber or dependent has occupied a chronic bed in a semi-private room, either in or outside of Ontario, a maximum of **\$3.00** difference per day shall be allowed for a maximum of 120 days in any 12 month period.
2. To be eligible for reimbursement for occupancy of a chronic bed, accommodation must be in a public chronic hospital or a chronic wing facility of a public general hospital.
3. No benefit shall apply to semi-private accommodation in a nursing home, T.B. sanatoria or mental hospital.
4. Payment of benefits is only eligible provided that the Provincial Health Insurance Plan in the Province in which the patient resides has accepted or agreed to pay the ward or standard rate.

How to Claim Benefits

Payment by Green Shield for semi-private accommodation differential is eligible only after the Provincial Health insurance Plan in the Province in which the patient resides has accepted and agreed to pay the ward or standard rate for the patient.

In most cases hospitals will bill Green Shield directly upon presentation of your identification Card. In cases where hospitals do not bill Green Shield obtain an itemized receipt showing the patient's name, number of days in semi-private accommodation and the daily rate differential. This receipt should then be mailed to Green Shield along with the patient's Green Shield number and current address. Reimbursement will, in these cases, be made **directly** to the subscriber.

Claims must be filed within 18 months from the date the eligible expense was incurred.

Reimbursement

1. Reimbursement shall be made for expenses incurred and paid by a participant for any of the eligible services, substances and appliances set out in and in accordance with the provisions set forth in the Green Shield Benefit Plan Group Agreement, provided such expenses:
 - (a) are incurred and paid for services, substances and appliances prescribed by, and given under the direction of a licensed medical practitioner subject to the conditions of this Agreement, and
 - (b) are in the opinion of Green Shield, reasonable and customary in the area in which they are rendered or supplied.
2. Reimbursement shall be made by Green Shield's cheque drawn in favour of the subscriber.
3. Reimbursement shall not be made in respect of any eligible expense unless the subscriber rates were paid by or on behalf of the subscriber or dependent when due for the months in which the service, substance or appliance was rendered or supplied.
4. Interest shall not be payable on any reimbursement under this Agreement.
5. For the purposes of this Agreement all expenses incurred and paid by the participants shall be deemed to have been incurred and paid in Canadian dollars and reimbursement shall be in Canadian **dollars**.
6. Reimbursement will not be made in respect to any eligible expense unless a claim is filed as provided in this Agreement within 18 months from the date the eligible expense was incurred.

Subrogation

Green Shield retains the right to subrogation if benefits paid on behalf of a participant under this Agreement are or should have been paid or provided by a third party. In cases of third party liability, you must advise your lawyer of our subrogation rights.

Co-ordination of Benefits

When payment provided under this Agreement is available to a person under any other prepaid health service contract, insurance policy of plan, benefits shall be co-ordinated and the amount payable under this agreement shall be pro-rated and limited to the extent that the total amount available under all coverages does not exceed 100% of the allowable expenses.

Benefits will be co-ordinated according to the current industry standard.

AUDIO PLAN

Hearing Aid Benefits

This benefit will provide reimbursement for hearing aids as follows:

1. The acquisition cost of the hearing aid.
2. The dispensing fees as established by Agreement between Green Shield and the participating provider,

PROVIDED THAT

- a. A medical doctor, who specializes in performing medical examination of the ear, i.e. an Otologist, or a medical doctor who specializes in treatment of the ear, nose and throat, i.e. an Otolaryngologist, has determined the patient has a loss of hearing acuity which can be compensated for by a hearing aid, AND
- b. A person qualified in the rehabilitation of those with impaired hearing, such as an Audiologist, subsequent to performing hearing aid evaluation tests, prescribes the type of hearing aid, i.e. (make and model) that would best improve the loss of hearing acuity, AND
- c. A participating provider dealer that sells hearing aids prescribed by a qualified person to improve hearing acuity, supplies hearing aids of the following functional design.

In the ear, behind the ear (including air conduction and bone conduction types) and on-the-body hearing aids.

Benefits will include an ear mold and necessary fitting and adjustment of the hearing aid.

Limitations and Exclusions

1. Benefits will be payable for hearing aids only once in any consecutive thirty-six month period.
2. Hearing aids ordered before coverage becomes effective or after termination of coverage.
3. Hearing aids ordered while coverage is in effect but delivered more than 60 days after termination of coverage.
4. Replacement parts for and repairs to hearing aids.
5. Replacement of hearing aids that are lost or broken unless at the time of such replacement the covered person is otherwise eligible under the frequency limitations set forth in item (1).
6. Eyeglass-type hearing aids to the extent the charge for such hearing aid exceeds the covered hearing aid expense established under this plan.

Maximums

This plan is available with various "Maximums". Please refer to your Group's "Group Agreement" for details.

Claiming **for** Hearing Aid Benefits

Participating dealers will bill Green Shield directly for the cost of the hearing aid. In the event that the covered person request unusual services from the dealer, the covered person shall be responsible for the full additional charges covering the unusual services.

Subrogation

Green Shield retains the right to subrogation if benefits paid on behalf of a participant under this Agreement are or should have been paid or provided by a third party. In cases of third party liability, you must advise your lawyer of our subrogation rights.

Co-ordination of Benefits

When payment provided under this Agreement is available to a person under any other prepaid health service contract, insurance policy or plan, benefits shall be co-ordinated and the amount payable under this Agreement shall be pro-rated and limited to the extent that the total amount available under all coverages does not exceed 100% of the allowable expenses.

Benefits will be co-ordinated according to the current industry standard.

Reimbursement

1. Reimbursement shall be made for expenses incurred and paid by a participant for any of the eligible services, substances and appliances set out in and in accordance with the provisions set forth in the Green Shield Benefit Plan Group Agreement, provided such expenses:
 - (a) are incurred and paid for services, substances and appliances prescribed by, and given under the direction of a licensed medical practitioner subject to the conditions of this Agreement, and
 - (b) are in the opinion of Green Shield, reasonable and customary in the area in which they are rendered or supplied.
2. Reimbursement shall be made by Green Shield's cheque drawn in favour of the subscriber.
3. Reimbursement shall not be made in respect of any eligible expense unless the subscriber rates were paid by or on behalf of the subscriber or dependent when due for the months in which the service, substance or appliance was rendered or supplied.
4. Interest shall not be payable on any reimbursement under this Agreement.
5. For the purposes of this Agreement all expenses incurred and paid by the participants shall be deemed to have been incurred and paid in Canadian dollars and reimbursement shall be in Canadian dollars.
6. Reimbursement will not be made in respect to any eligible expense unless a claim is filed as provided in this Agreement within 18 months from the date the eligible expense was incurred.



employee group benefits

GREEN SHIELD CANADA

INTRODUCING...

Green Shield Canada Travel Assistance

For assistance when travelling **within
Canada or the United States** dial
1-800-936-6226

Call **(519) 742-3556 collect** when travelling
anywhere else in the world!

For easy reference, please place enclosed
stickers directly on your Green Shield
Identification Cards.

Read on to see how we have improved,
and refer to this package for medical
assistance when travelling.



GREEN SHIELD DELUXE TRAVEL

PLAN QJ

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

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

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

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

SCHEDULE OF ELIGIBLE BENEFITS

Reimbursement of all Eligible Benefits up to a maximum stated in the Outline of Benefits will be made only if the services were required as a result of emergency illness or injuries which occurred while you were vacationing or travelling for other than health reasons.

Eligible benefits are limited to a maximum of 180 days per trip commencing with the date of departure from your province of residence. If you are hospitalized on the 180th day, benefits will be extended until the date of discharge.

- Hospital services and accommodation up to a standard ward rate in a public general hospital.
- **Medical/surgical** services rendered by a legally qualified physician or surgeon.
- Land ambulance to the nearest qualified medical facility.
- Emergency Air ambulance (including a medical attendant when necessary) when it is medically necessary for you to travel to your province of residence and if you can not travel by any other means of transportation.
- Referral services include hospital services and accommodation up to a standard ward rate in a public general hospital, and/or medical surgical services rendered by legal qualified physician or surgeon.
 - You must receive pre-authorization from your provincial government health plan and Green Shield prior to the commencement of any **referral** treatment. Your Provincial Government Health Plan may cover this referral benefit entirely. You must provide Green Shield with a letter from your attending physician stating the reason for the referral, and a letter from your provincial government health plan outlining their liability. Failure to comply in obtaining pre-authorization may result in non-payment.

- **Services of a Registered Private Nurse** up to a maximum of \$5,000.00 (Canadian Funds) at the usual and customary rate charged by a qualified nurse (R.N.) registered in the jurisdiction in which treatment is provided. You must contact Green Shield for approval.
- **Diagnostic laboratory tests and x-rays** when prescribed by the attending physician. Except in emergency cases, Green Shield must pre-approve cardiac catheterization or angiogram, angioplasty and bypass surgery.
- **Reimbursement of prescriptions** by Green Shield for drugs, serums and injectables which require a prescription by law and are prescribed by an authorized medical practitioner (vitamins, patent and proprietary drugs are excluded). Submit to Green Shield the original paid receipt from pharmacist, physician or hospital outside your province of residence showing name of prescribing physician, prescription number, name of preparation, date, quantity and total cost.
- **Medical appliances** including casts, crutches, canes, slings, splints and/or the temporary rental of a wheelchair when deemed medically necessary and required due to an accident which occurs, and when the devices are obtained outside your province of residence.
- **Treatment by a dentist** only when required due to a direct accidental blow to the mouth up to a maximum of \$2,000.00 (Canadian Funds). Treatments (prior to and after return) must be provided within 90 days of the accident. Details of the accident must be provided to Green Shield along with dental x-rays.
- **Coming Home** - when your emergency illness or injury is such that:
 - The Assistance Medical Team specifies in writing that you should immediately return to your province of residence for immediate medical attention, reimbursement will be made for the extra cost incurred for the purchase of a one way economy airfare, plus the additional economy airfare if required to accommodate a stretcher, to return you by the most direct route to the air terminal nearest the departure point in your province of residence. Benefit assumes that you are not holding a valid open-return air ticket. Upgrading charges, departure taxes, cancellation penalties, and airfares for accompanying family members or friends are not included.
 - The Assistance Medical Team or commercial airline stipulates in writing that you must be accompanied by a qualified medical attendant, reimbursement will be made for the cost incurred for one round trip economy airfare and the usual and customary fee charged by a medical attendant who is not your relative by birth or marriage and is registered in the jurisdiction in which treatment is provided, plus overnight hotel and meal expenses if required by the attendant.
 - **Cost of returning your vehicle**, either private or rental, to your residence or nearest appropriate vehicle rental agency when you are unable to due to sickness or physical injury up to a maximum of \$1,000.00 (Canadian Funds). Requires original receipts for costs incurred, ie. gasoline, accommodation, airfares.

- **Meals and accommodation** up to \$1,500.00 (Canadian Funds) (\$150.00 per day for 10 days) will be reimbursed for the extra costs of commercial accommodation and meals incurred by you when you remain with a travelling companion or a person included in the "family" coverage, when the trip is delayed or interrupted due to an illness or accident to a travelling companion. Must be verified in writing by the attending physician and supported with original receipts from commercial organizations.
- a **Transportation to the bedside** including round trip economy airfare by the most direct route from your province of residence, for any one spouse, parent, child, brother or sister, and up to \$150 per day for a maximum of five days accommodation will be paid for that family member to:
 - be with a covered person confined in hospital. Benefit requires that the covered person must eventually be an in-patient for at least 7 days outside your province of residence, plus the written verification of the attending physician that the situation was serious enough to have required the visit.
 - a identify deceased prior to release of the body.
- **Return of Vehicle** if your private vehicle is stolen or rendered inoperable due to an accident, reimbursement will be made for the cost of one way economy airfare to return you by most direct route to your departure point in your province of residence. An official report of the loss or accident is required.
- **Return of deceased** up to a maximum of \$5,000.00 (Canadian Funds) toward the cost of preparation (including cremation) and homeward transportation of a deceased covered person when death is caused by illness or accident. Body will be returned to the point of departure in your province of residence. Benefit excludes the cost of a burial coffin.

GREEN SHIELD TRAVEL ASSISTANCE SERVICE

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

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

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

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

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

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

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

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

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

LIMITATIONS

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

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

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

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

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

EXCLUSIONS

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

1. Treatment or service required for ongoing care, rest cures, health spas, elective surgery, check-ups or travel for health purposes, even if the trip is on the recommendation of a physician.
2. Treatment or service which you elect to have performed outside Canada when the medical condition would not prevent your return to Canada for such treatment.
3. Hospital and medical care for childbirth occurring within 8 weeks of the expected delivery date from the date of departure, or deliberate termination of pregnancy.
4. Treatment or service provided in a chronic care or psychiatric hospital, chronic unit of a general hospital, Long Term Care (LTC) Facility, health spa, or nursing home.
5. Services received from a chiropractor, chiropodist, podiatrist, or for osteopathic manipulation.
6. Cataract surgery or the purchase of eyeglasses or hearing aids.

HOW TO CLAIM

If you have incurred out of pocket expenses, claims must be submitted to Green Shield Canada who will then coordinate with the provincial plan reimbursement of those approved, eligible expenses. To make a claim, submit to Green Shield the patient name, provincial health plan number, address, and Green Shield identification number with:

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

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



**WINDSOR COMMUNITY LIVING
SUPPORT SERVICES**

GROUP INSURANCE PLAN

SCHEDULE OF BENEFITS
FOR
GROUP POLICY NO. 134499
EMPLOYEES

Life Insurance	250% of your annual earnings up to a maximum of \$175,000 Your amount of Life Insurance will reduce by 50% at age 65
AD&D Insurance (Principal Sum)	An amount equal to your amount of Life Insurance under this plan
Long Term Disability Insurance	70% of your monthly earnings up to a maximum of \$4,000

CHANGES IN INSURANCE BENEFITS

If your insurance benefits change because of an amendment to the plan, or because of a change in your age, class, earnings, etc., the new benefits become effective on the date the change affecting your benefits occurred.

When a change results in increased benefits you must be actively at work to be eligible for the new benefits. If you are not at work on the date the new benefits would otherwise become effective, the change will not become effective until you return to work.

ELIGIBILITY

Your group insurance plan became effective on August 1, 1989 and if you were hired on or before that date you are eligible to join the group insurance plan immediately. If you were hired after the plan effective date you are eligible to join the group insurance plan after you complete a probation period determined by your employer, or after you complete six months of continuous employment whichever comes first.

- You will be covered as soon as you become eligible.
- You must be actively at work for insurance to take effect. You are considered to be actively at work if you are not disabled and you are either at work or absent for vacation, weekends, statutory holidays, or shift differentials.
- Temporary, part-time and seasonal employees may not join the plan.

LIFE INSURANCE FOR EMPLOYEES

- If you die, your beneficiary will be paid the amount of your group life insurance. (See the Schedule of Benefits at the front of this booklet for the amount.)
- If you become disabled while insured and before reaching age 65, Great-West Life will waive the premiums on your insurance until the disability ends or you reach age 65.

You are entitled to waiver of premium benefits after you have been continuously disabled for 119 days. If disability is not continuous, the days you are disabled can be accumulated to satisfy the waiting period as long as no interruption is longer than 2 weeks and the disabilities arise from the same disease or injury.

You are considered disabled only as long as you satisfy the disability definition under your employer's long term disability income plan.

If you are not approved for waiver of premium your life insurance will be continued on a premium paying basis until the earliest of the following:

- (1) the date your insurance is terminated by your employer,

- (2) the date your insurance would normally terminate under the Termination of Insurance section,
- (3) the end of the waiting period for disability waiver of premium benefits.

- If any or all of your insurance terminates **before age 71**, you may be able to apply for an individual conversion policy.

If your insurance terminates because of termination of this policy or at the end of a disability period that extends beyond the date of termination of this policy, you must have been continuously insured under your employer's group life plan for the last 5 years.

You must apply for the individual policy in writing and pay the first premium within 31 days after the insurance terminates.

See your employer for complete details about the types of conversion policies available and the applicable premiums.

ACCIDENTAL DEATH, DISMEMBERMENT AND SPECIFIC LOSS INSURANCE

If you suffer any loss shown in the **TABLE OF LOSSES** as the result of an accident occurring while you are insured, Great-West Life will pay up to the "Principal Sum". (See the **Schedule of Benefits** at the front of this booklet for the amount.)

TABLE OF LOSSES

For loss of:	The amount payable will be:
Life	The Principal Sum
Both hands or both feet	The Principal Sum
Sight of both eyes	The Principal Sum
One hand and one foot	The Principal Sum
One hand and sight of one eye	The Principal Sum
One foot and sight of one eye	The Principal Sum
Speech and Hearing in both ears	The Principal Sum
One arm or one leg	3/4 Principal Sum
One hand or one foot or sight of one eye	1/2 Principal Sum

Speech	1/2 Principal Sum
Hearing in both ears	1/2 Principal Sum
Thumb and index finger or at least 4 fingers of one hand	1/4 Principal Sum
All toes of one foot	1/8 Principal Sum

For **loss of use of:**

Both legs or both arms or both hands	The Principal Sum
One leg or one arm	3/4 Principal Sum
One hand	1/2 Principal Sum

Points to Note About **AD&D** Insurance

- The Principal Sum is the **maximum** amount that would be paid for injuries to any one person resulting from any one accident. This means that if you were to lose both hands and both feet in an automobile accident, you would receive the Principal Sum only, not double the Principal Sum.
- No benefits will be paid for injury or death resulting from intentional self-mutilation, suicide, viral infection, bacterial infection, any form of disease or illness or physical or mental infirmity, medical or surgical treatment, participation in a riot, war or any act of war, insurrection, service in the armed forces of any country, air travel serving as a crew member, air travel in aircraft owned, leased or rented by your employer, or air travel where the aircraft is not properly licensed or the pilot is not properly certified to operate the aircraft.
- Benefits will be paid only if the loss occurs within 365 days after the accident and, in the case of loss of use, the loss is continuous for at least 365 days.
- "Loss" means complete loss by severance except that in the case of loss of sight, speech or hearing, it means loss beyond remedy by surgical or other means.
- "Loss of use" means total loss of ability to perform every action and service the arm, hand or leg was able to perform before the accident.

LONG TERM DISABILITY INSURANCE

Long Term Disability insurance provides you with regular income to replace salary or wages lost because of a lengthy disability due to disease or injury. Because your employer pays all or a portion of the cost of this LTD insurance, the monthly benefit is taxable for income tax purposes.

Benefits Entitlement

You are entitled to benefits after you have been continuously disabled for 119 days.

If disability is not continuous, the days you are disabled can be accumulated to satisfy the waiting period as long as no interruption is longer than 2 weeks and the disabilities arise from the same disease or injury.

If your employer provides short term disability or sick leave benefits that are still being paid when the waiting period ends, the waiting period will be extended to the date the short term disability or sick leave benefits end, but not longer than one year after your disability starts.

After the waiting period, successive disabilities are considered to be in the same disability period if they arise from the same disease or injury and the later disability starts:

- within 6 months after the previous disability ends; or
- within 24 months after the end of an approved rehabilitation program.

LTD benefits are payable for the first 24 months following the waiting period if injury or disease prevents you from doing your own job. You are not considered disabled if you can perform a combination of duties that regularly take at least 60% of your time at work to complete. Only the duties you regularly performed for the employer before disability started are considered.

After 24 months, LTD benefits continue to be payable only if disease or injury prevents you from being gainfully employed in any job. Gainful employment is work you are medically able to perform, for which you have at least the minimum qualifications, and which provides you with an income of at least 60% of your pre-disability monthly earnings, indexed for inflation. The employment must exist

either in the province or territory where you worked or where you became disabled or where you now live. Whether or not employment is actually available is not considered in assessing your disability.

You are entitled to LTD benefits as long as your disability continues **but** not past age 65.

Amount Payable

Your monthly LTD benefit before reduction by other income is 70% of your pre-disability monthly earnings up to a maximum benefit of \$4,000 per month.

Your monthly LTD benefit is reduced by other income you are entitled to during disability.

- Your LTD benefit is first reduced by:
 - disability or retirement benefits you are entitled to on your own behalf under the Canada or Quebec Pension Plan.
 - benefits under any Workers' Compensation Act or similar law.
- Your LTD benefit is then reduced if it together with the other income listed below exceeds 80% of your pre-disability monthly earnings. This percentage is called the coordination level. In this case, your LTD benefit is reduced by the amount in excess of the coordination level. Under this provision, other income includes:
 - benefits another member of your family is entitled to on the basis of your disability under the Canada or Quebec Pension Plan.
 - loss of income benefits available through legislation which you and any other members of your family are entitled to on the basis of your disability. Automobile insurance benefits are included where permitted by law.
 - disability benefits under a plan of insurance available as a result of your membership in an association of any kind.
 - employment income, disability benefits, or retirement benefits related to any employment, except for income from an approved rehabilitation program. Rehabilitative

employment income is considered only under the rehabilitation incentive.

Rehabilitation Incentive

Earnings received from an approved rehabilitation program are not used to reduce your monthly LTD benefit unless those earnings, together with your income from this plan and the income used to reduce your LTD benefit under the amount payable section, would exceed 100% of your pre-disability monthly earnings. If they do, your LTD benefit is reduced by the amount in excess of 100%.

inflation Protection

The amount payable under this plan is recalculated annually for inflation protection. At that time the coordination level under the amount payable section and the income limit under the rehabilitation incentive are adjusted to reflect increases in the Consumer Price index.

Cost-of-living increases in Canada and Quebec Pension plan benefits that take effect after you qualify for benefits are only included as "other income" under the amount payable section when your LTD benefit payment is recalculated for inflation. At that time they are included as income to which the coordination level applies.

Rehabilitation Benefits

The rehabilitation benefit is designed to help you, as a disabled individual, return to gainful employment and therefore a more productive lifestyle.

A rehabilitation program means a training or work related activity that:

- can be expected to facilitate your return to your own or another job; and
- is recommended or approved by Great-West Life.

In considering the suitability of a rehabilitation program, Great-West Life assesses such factors as the expected duration of disability, and the level of activity required to facilitate the earliest possible return to employment.

If you do not participate or cooperate in a rehabilitation program that has been recommended or approved by Great-West Life, you will no longer be entitled to benefits.

When Great-West Life recommends or approves a rehabilitation program, careful consideration is given to its duration. The duration must be approved by Great-West Life. Once approved, your qualification for benefits is guaranteed for that period as long as you continue to participate and cooperate in the program. If the program requires you to change jobs, your qualification for benefits is guaranteed until at least the end of the 24-month "own job" period described under the benefits entitlement section.

If a rehabilitation program involves training rather than employment, the period during which you would otherwise qualify for benefits will be extended to the later of:

- the end of the rehabilitation program; and
- 6 months after training ends.

Employment income earned during this extension will be considered under the rehabilitation incentive.

To further help you return to gainful employment, Great-West Life will pay for expenses, other than usual employment expenses, associated with a rehabilitation program. The maximum expense benefit during a disability period is 3 times your monthly LTD benefit. Expenses claimed under this benefit must be pre-authorized by Great-West Life.

If your insurance terminates at the end of a rehabilitation program that requires you to change employers, you may convert your group coverage to an individual disability income policy without proof of insurability. If you are interested in obtaining an individual policy, ask your employer for further details.

Benefit Limitations

No benefits will be paid for:

- disability periods that begin before your insurance starts or after it ends.
- employees hired on or after the effective date of the plan, for disability arising from a disease or injury for which you received

medical care before your insurance started. This limitation does not apply if your disability starts after:

- you have been continuously insured for 1 year; or
 - you have not had medical care for the disease or injury for a continuous period of 90 days ending on or after the date your insurance took effect.
- any period of disability after you fail to participate or cooperate in a rehabilitation program that has been recommended or approved by Great-West Life.
 - any period in which you do not participate or cooperate in a reasonable and customary treatment program for your disability.
If a psychiatric disorder contributes to your disability, your treatment program must be supervised by a psychiatrist.
If substance abuse, including alcoholism or drug addiction, contributes to your disability, your treatment program must include participation in a recognized substance abuse withdrawal program.
 - the following periods if disability is due to pregnancy:
 - a period of maternity leave;
 - the period starting 10 weeks before and ending 6 weeks after delivery; and
 - a period for which you are paid UIC maternity benefits.
 - the scheduled duration of a period of leave of absence or temporary lay-off if disability starts after the leave or lay-off begins.
 - any 12-month period in which you do not live in Canada for at least 6 of those months.
 - a period of confinement in a prison or similar institution.
 - disability arising from war, insurrection, or voluntary participation in a riot.

Conversion Privilege

If you change jobs, you may apply for an individual LTD policy (one of the standard conversion policies offered by Great-West Life) without proof of your insurability. You must apply during the 31 days after you start your new job and you must start your new job during the 6 months after you leave your present one.

You may also convert to an individual LTD policy without proof of insurability if your insurance under the group plan terminates because you cease to be in an eligible class, as long as that class remains insured. In this case, you must apply during the 31 days after your insurance terminates.

In either case, the group policy must be in force at the time you apply for conversion and your application must be acceptable to Great-West Life according to its underwriting rules for individual disability insurance (other than medical evidence rules). If your application is acceptable, the individual LTD policy will take effect on the date Great-West Life approves your application as long as the first premium has been paid.

TERMINATION OF INSURANCE

Your insurance will terminate when:

- your employment ends, or
- the group policy terminates, or
- you are no longer in an eligible class.

Your LTD Insurance will also terminate when you reach age 65.

Your Life and AD&D Insurance will also terminate when you reach age 70.

If your employment ends because of injury, sickness, leave of absence or temporary lay-off, you may be entitled to continued insurance under this plan. Your employer will provide you with the details on the types of insurance, if any, that may be continued and the length of the extensions available.

HOW TO MAKE YOUR CLAIMS

Life Insurance

- If you die, your employer will contact your beneficiary to explain what is required before payment of the insurance money can be made.
- For disability waiver of premium benefits, contact your employer for claim forms and procedures.

AD&D Insurance

- For accidental dismemberment or other loss as defined, ask your employer for the proper claim forms. Be sure these are completed correctly and return them to your employer.
- If you die accidentally, your employer will explain the claim requirements to your beneficiary.

Long Term Disability Insurance

- Obtain an Employee Claim Submission Guide (form M4307) from your employer and follow the guide's instructions.
- From time to time other forms will be sent to you for completion. Fill them in and return them promptly to your employer or the benefit payments office.

THIS BOOKLET CONTAINS IMPORTANT INSURANCE INFORMATION AND SHOULD BE KEPT IN A SAFE PLACE KNOWN TO YOU AND YOUR FAMILY

PENSION BENEFITS

WITH MUTUAL LIFE OF CANADA

GROUP REGISTERED PENSION PLAN

Sponsored by:

WINDSOR COMMUNITY LIVING SUPPORT SERVICES

for Salaried Employees

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The Mutual Group

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INTRODUCTION

WINDSOR COMMUNITY LIVING SUPPORT SERVICES has established a Group Registered Pension Plan (RPP) with Mutual Life of Canada, lead company of The Mutual Group. Your Plan Sponsor, by providing this defined contribution RPP, is helping you to build an adequate pension for your retirement.

The plan has been designed to provide you with:

- attractive investments
- tax sheltering of assets and investment earnings until retirement
- an active role in planning for your retirement

This outline is a brief description of the important features of the Group RPP. Every effort has been made to ensure this outline *is* accurate. However, if a question of interpretation arises, the provisions of the official contract will prevail.

PARTICIPATION IN THE PLAN

Joining the Plan

If you are a full-time employee, you are eligible to join the Plan on the first day of the month following completion of the probationary period but not later than 6 months from your date of employment.

Your participation in the Plan is required.

If you are a part-time employee, you are eligible to join the Plan on the first of the month after completing 2 years of continuous employment, and either of the following in each of two prior consecutive calendar years:

- a) earnings of at least 35% of the Year's Maximum Pensionable Earnings (YMPE), or
- b) 700 hours of employment.

Your participation in the Plan is voluntary.

When Mutual receives your completed enrolment form, we can begin to accept contributions on your behalf.

Your Contributions

Required Contributions

You are not required to contribute to the Plan.

Voluntary Contributions

You may make additional voluntary contributions, up to the maximum allowable by the Income Tax Act. These contributions will not be matched by the Plan Sponsor.

Plan Sponsor Contributions

Each year, the Plan Sponsor will contribute an amount equal to 5% of your earnings on your behalf.

Maximum Contributions

The Income Tax Act (Canada) restricts your overall tax assisted retirement savings to the lesser of 18% of employment income and the following yearly limits:

1992.....	\$12,500
1993.....	\$13,500
1994.....	\$14,500
1995.....	\$15,500

Starting in 1996, the maximum contribution limit will be changed annually to reflect the rate of increase in the Average Industrial Wage.

INVESTMENT OPTIONS

The following section describes the investment option(s) available under the Plan, The Plan Sponsor will choose the investment option for all contributions.

Interest Account - 5 Year Term

Both principal and interest are fully guaranteed in Interest Account investments.

- On the date of deposit, the amount directed to Interest Account *is* assigned a rate of interest. The actual guaranteed rate appears on your Member Statement.
- Interest compounds annually, **and** is credited daily.
- At the end of the guaranteed term Mutual will reinvest the deposit plus accumulated interest for another term of the same length at the currently applicable rate, unless you instruct *us* otherwise.

BENEFITS

The primary purpose of this Plan is to provide retirement income. Provincial and federal legislation govern how assets accumulated under this Plan may be used. Benefits are only payable to you from this Plan if you terminate employment, retire or die.

There are three factors to take into consideration when determining ‘how much’ and ‘what options’ are available to you:

- Vesting** Vesting determines “how much” you are entitled to. You are always entitled to - or are **100%** “vested in” the required and voluntary contributions you have made and any return on your investments. You become entitled to the Plan Sponsor contributions made on your behalf based on the vesting provision outlined within the following benefit section(s).
- Locking-In** Assets that are identified as “locked-in” within the following benefit section(s) must be used to purchase a pension and may not be withdrawn in cash.
- Options** The options available to you will vary depending on whether the benefit payment is a result of your termination, death or retirement and whether or not funds are vested or locked-in. See details in the benefit section(s) below.

If you terminate employment or retire before age 65:

Vesting

For contributions made before April 1, 1987:

You will be entitled to the Plan Sponsor contributions made on your behalf according to the following table:

Years of Employment		%
at least	but less than	
	1	10
1	2	20
2 or more		100

Any partially completed year of service will be rounded up to the next higher full year.

However, you will be entitled to the Plan Sponsor contributions made on your behalf after 2 years of continuous employment.

For contributions made on or after April 1, 1987:

You will be entitled to the Plan Sponsor contributions made on your behalf after completing 2 years of continuous employment.

Locking-In

Your voluntary contributions are not locked-in.

For contributions made before April 1, 1987:

The Plan Sponsor contributions made on your behalf are locked-in.

If you forfeit the Plan Sponsor contributions made on your behalf, you may choose to have your required contributions as a cash payment. If you choose this option, your required contributions are not locked-in.

However, if you are at least age 45 and have completed 10 years of continuous employment, the Plan Sponsor contributions made on your behalf are 75% locked-in. The remaining 25% is not locked-in.

For contributions made on or after April 1, 1987:

The Plan Sponsor contributions made on your behalf are locked-in.

If you forfeit the Plan Sponsor contributions made on your behalf, you may choose to have your required contributions as a cash payment. If you choose this option, your required contributions are not locked-in.

Termination Benefit Options

If you terminate employment with your Plan Sponsor, you may choose any one or a combination of the following options:

Locked-In Assets

1. You may transfer the value of your vested assets to the Mutual AssetBuilder RSP. Your assets will continue to be pooled with other investors for optimum buying power and you will continue to benefit from Mutual's service and investment expertise. The transfer value and any future investment gains will be locked-in.
2. You may transfer the value of your vested assets to another registered pension plan or registered retirement savings plan. The transfer value and any future investment gains will be locked-in.
3. You may purchase a deferred annuity from Mutual or another financial carrier with the value of your vested assets.

Non-Locked-in Assets

1. You may transfer the value of your vested assets to the Mutual AssetBuilder RSP.
2. You may transfer the value of your vested assets to another registered pension plan or registered retirement savings plan.
3. You may receive the value of your vested assets as a cash payment. All cash payments are subject to withholding tax.
4. You may purchase a deferred annuity from Mutual or another financial carrier with the value of your vested assets.

If you are within 10 years of normal retirement date, you may also choose any of the options available under the following section.

If you terminate employment or retire after age 65:

Vesting

You will be entitled to 100% of the Plan Sponsor contributions made on your behalf.

Locking-In

Once you reach normal retirement date, all Plan Sponsor contributions are locked-in.

Your voluntary contributions are not locked-in.

Retirement Benefit Options

Timing of Retirement Income

The normal date for retirement income to begin is the first of the month following your 65th birthday. Approximately six months prior to your 65th birthday, you will receive a pre-retirement package which will outline the steps necessary to begin receiving retirement income from this Plan.

You may elect to postpone receiving your retirement income beyond age 65, but no later than December 31st of the year in which you reach age 71. The earliest date that you may start receiving retirement income from this Plan is age 55.

There are a number of different forms of retirement benefits available to you under the Plan.

1. Annuity Income Option

An annuity is a contract to receive a series of payments that you buy with all or part of the vested assets under this Plan. Monthly payments have been used in the following descriptions, however payments may be made quarterly, semi-annual or annually.

a. Joint and Survivor Life Annuity

If you have a spouse on the day payments begin, provincial legislation requires that you elect a pension on a joint and survivor basis. A joint and survivor life annuity is an equal amount paid to you monthly, for you and your spouse's entire lifetime, with or without a guaranteed minimum number of payments (ie. 60, 120, 180). You may choose to have all or any portion of the income continue upon your or your spouse's death provided the payments to the survivor are not less than 60% of your original pension.

If both you and your spouse die before having received the number of guaranteed payments chosen, the value of the remaining guaranteed payments will be paid in a lump sum to your beneficiary.

If you want to elect another income option, including a joint and survivor life annuity that reduces to less than 60% of your original pension, you and your spouse must jointly file a written waiver within the 12 months before your pension begins.

b. Life Annuity

A life annuity is an equal amount paid to you monthly, for your entire lifetime, with or without a guaranteed minimum number of payments (ie. 60, 120, 180).

If you do not have a spouse, your normal form of pension will be payable for your lifetime with 120 payments guaranteed.

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

Mutual will require proof of your age and your spouse's age, if applicable, in addition to the administrative forms, before we can pay any annuity benefit.

You may choose to purchase your annuity from another financial carrier.

2. Transfer To Another Registered Plan

You may choose to transfer the accumulated value of your vested assets to another registered pension plan or registered retirement savings plan. This transfer, if made directly, is done on a tax-free basis.

Note: The "Locking-In Restrictions" outlined at the beginning of this section will apply to the transfer assets.

If You Die Before Retirement:

Beneficiary

Your beneficiary will receive any amount payable under the Plan in the event of your death.

If you have a spouse, provincial legislation requires that your spouse receive any death benefit for contributions made on or after January 1, 1987. If you wish to appoint a beneficiary other than your spouse, both you and your spouse may file a "Spousal Waiver of Pre-Retirement Death Benefit". You may appoint any beneficiary for contributions made before January 1, 1987.

If you do not have a spouse, you may name a beneficiary. Your beneficiary designation may be changed at any time subject to any legal restrictions. If you do not name a beneficiary, your estate will be considered the beneficiary of any death benefit payable from this Plan.

Vesting

Your beneficiary will be entitled to 100% of the Plan Sponsor contributions made on your behalf.

Locking-In

Locking-in restrictions will not apply to any death benefit paid

Death Benefit Options

Spousal Beneficiary

1. Your spouse may receive a lump sum equal to the accumulated value of the vested assets held to your credit. Your spouse will bear any tax payable on the amount received.
2. Your spouse may transfer the value of your vested assets to the Mutual AssetBuilder RSP.
3. Your spouse may transfer the value of your vested assets to another registered pension plan or registered retirement savings plan.
4. Your spouse may transfer the value of your vested assets to another financial carrier to purchase an immediate or deferred annuity.

Beneficiary Other than Spouse

1. Your beneficiary may elect a cash payment equal to the accumulated value of the vested assets held to your credit. **All** cash payments are subject to withholding tax.

GENERAL INFORMATION

Spousal Benefits

If you have a spouse, your spouse has certain rights to the benefits earned under this Plan at your death, retirement or marriage breakdown. For the purposes of the Plan, spouse includes legally married or common-law partners. A common-law partner must be of the opposite sex and have been living with you for the last 3 years. If you and your spouse have a child, the 3 year rule does not apply.

Division of Pension Assets Due to Marriage Breakdown

Your pension assets may be divided between you and your spouse in the event of the breakdown of your marriage, as ordered by a court decision. A copy of the court order or domestic contract must be submitted to Mutual. Your spouse may not receive an amount greater than 50% of the assets accrued during your marriage or common-law relationship. The portion of the benefit to which your spouse is entitled must remain in the Plan until the benefits become payable to you.

Cash Withdrawal While Employed

You may withdraw a portion of the additional voluntary contributions you have made at any time. Mutual may charge a fee for this transaction. Any funds withdrawn for cash or transferred from an Interest Account, before the maturity date of the deposit, may be subject to a market value adjustment.

Income Tax Regulations

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

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

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

The first \$1,000 of annuity income in any year may be eligible to claim as a non-refundable tax credit. Check your current Tax Guide published by Revenue Canada, Taxation.

You cannot assign benefits provided under this Plan. Benefits from this Plan may not be used as collateral for a loan.

Member Statement of Benefits

At least once each year Mutual will prepare a statement showing the contributions made on your behalf into the Plan since the last statement and the total value accumulated to your credit.

Pension Adjustment

The amount that you can contribute to a registered retirement savings plan (RRSP) on a tax-deductible basis will be directly affected by any amount contributed for you to this RPP or any other registered retirement savings vehicle.

The total *of* contributions made by or for you under this Plan will be reported to Revenue Canada each year on your T4 slip. This figure is called your 'Pension Adjustment' (PA) and is for tax reporting purposes only. The amount that you can contribute to an RRSP next year is reduced by your PA calculated for this year.

Revenue Canada will advise you of your RRSP contribution room for each taxation year on your Notice of Assessment.

The Plan's Future

The Plan Sponsor expects this plan to be permanent. However, future conditions may require the Plan Sponsor to change or discontinue the Plan. Your benefits earned before any change to the Plan will not be negatively affected.

COMMONLY ASKED QUESTIONS

1. What is a defined contribution pension plan?

Contributions made by or for you to a defined contribution registered pension plan are directly allocated to your credit. At retirement, the accumulated contributions and investment earnings are used to purchase a pension.

2. Does retirement income from this Plan qualify for the \$6,000 transfer to a spousal RRSP?

Yes, annuity payments from a registered pension plan qualify. This provision is available only until December 31, 1994.

3. Does this Plan affect my RRSP contributions?

Yes, contributions made to this Plan this year will reduce the RRSP contribution room available to you next year. The amount of reduction will be reported to you each year on your T4 slip, This reduction is your Pension Adjustment (PA).

4. How can I estimate my RRSP contribution room?

The maximum tax-deductible RRSP contributions allowed by the Income Tax Act are the lesser of 18% of your **previous** year's earned income and the following dollar amount:

1992	\$12,500
1993	\$12,500
1994	\$13,500
1995	\$14,500
1996	\$15,500

After 1996, the dollar maximum will be indexed to increases in the Average industrial Wage.

To estimate your RRSP contribution room for the current taxation year, refer to last year's T4 slip(s) and

- determine 18% of last year's earned income. The maximum contribution that you may make is the lesser of this figure or the above dollar limit.
- subtract the Pension Adjustment (PA) that appears on your T4 slip(s).

You may use the remaining retirement savings "room" to accommodate your RRSP contributions for the year. The Income Tax Act also allows the "carry forward" to future years of unused contribution "room", subject to certain limits.

You are responsible for ensuring that your RRSP contributions do not exceed your contribution "room".

5. Where can I obtain the necessary forms to receive benefits from the Plan?

All the necessary forms can be obtained from your Plan Sponsor.

CONTACT INFORMATION AND NOTES

Contact

For assistance or additional information please contact:

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Notes