

COLLECTIVE AGREEMENTS

between the

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2195

and the

YOUTH SERVICES BUREAU OF OTTAWA-CARLETON

June 1, 1995 - December 31, 1996

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CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2195

and the

YOUTH SERVICES BUREAU OF OTTAWA-CARLETON

ARTICLE 1 - PURPOSE

- 1.01 In order to better realize the mission of the Youth Services Bureau to assist young people, the general purpose of this Agreement is to promote the mutual interests of the Bureau and its staff and to provide an orderly collective bargaining relationship between the Bureau and the Union with respect to the Bargaining Unit as defined herein and to provide a method for the prompt disposition of grievances and the efficient operation of the Bureau.
- 1.02 Both parties agree to administer this agreement in good faith. This Agreement shall be regarded as a complete and full statement of the relationship between the Bureau and the Union.

ARTICLE 2 - INTERPRETATION AND DEFINITION

- 2.01 For the purposes of this Agreement:
- (a) 'Bargaining Unit' means employees who fall within the scope of Article 3;
 - (b) 'Consultation' means that the Bureau shall, in advance, present for comment, discuss with, and consider submissions by the Employees without any obligations to accept or accede to any requests or statements made by the Employees;
- 2.01 (c) 'Contract Employee' is an individual hired to hold a contract position:
- (a) where a specific position is funded on a term basis of no more than one year, or
 - (b) to replace a full-time Employee on Educational Leave, Sick Leave,

Personal Leave, Parental Leave, Vacation Leave, or any other approved leave of absence.

With respect to (b), should such a contract position exceed eighteen (18) months, the employee in this position will be deemed to be a full time employee.

This person is considered to be employed in a contract position for a specific period of time, when the term is fixed, or indefinitely, when the term of employment is unknown and employment can be terminated with a minimum of two weeks' notice. Employees who are employed in contract positions for a period of less than six consecutive months will not be eligible for the full time benefit package. Employees in contracts related to maternity leave and all employees in positions with a term of six months or more shall be entitled to all rights and privileges of the Collective Agreement. Full Time Employees who assume positions which have been posted as contract positions shall not suffer any reduction in their benefits. Notwithstanding the above, a Contract Employee shall not be entitled to use accumulated seniority to displace an Employee in another position at the end of a contract.

(d) 'Coordinator' is the person who is assigned administrative responsibility for the day-to-day operation of a program, unit or residence.

(e) 'Educational Leave' means leave to attend educational courses, conduct research or be involved in a practicum or field placement of a nature and at an institution recognized and approved by the Bureau;

(f) 'Employee' means a person who is a member of the Bargaining Unit;

(g) A full-time Employee is any Bargaining Unit member regularly employed for more than twenty-four (24) hours per week;

(h) A regular part-time Employee is any Bargaining Unit member who regularly works less than the normal full-time hours referred to in Article 11 of the full-time Collective Agreement and who makes a commitment to be available for work on a regular predetermined basis up to a maximum of twenty-four (24) hours per week or less;

(i) A casual part-time Employee is any other Bargaining Unit member regularly employed for twenty-four (24) hours per week or less and who may elect to work or not;

(j) 'Bureau' means the Youth Services Bureau of Ottawa-Carleton;

(k) 'Executive Director' means the individual who has the overall responsibility

for the operation of the Youth Services Bureau of Ottawa-Carleton;

(l) 'Local' means Local 2195 of the Canadian Union of Public Employees;

(m) 'Local Representative' means an Employee who represents any or all Employees on behalf of the Local;

(n) 'Program' means any of the following administrative divisions: Community Programs, Young Women's Residential Services, Livius Sherwood Observation and Detention Unit, Youth Employment Services and Housing and Alumni Services;

(o) 'Director' means a person who is assigned responsibility for a program of the Bureau;

(p) 'Union' means the Canadian Union of Public Employees;

(q) 'Layoff' shall be defined as a reduction in the full-time or regular part-time work force, or a reduction of the regular hours of work.

(r) 'Grievance' means a difference arising between the parties relating to the interpretation, application, administration, alleged violation of the Collective Agreement or working conditions, including any question as to whether a matter is arbitrable.

(s) 'Termination includes all instances of discharge.

(t) (F.T.) 'Sick Leave' means the period of time an Employee is absent due to accident, sickness, disability or by virtue of being under examination or treatment of a physician, psychiatrist, dentist, mental health professional or Employee Assistance Program counsellor.

(u) 'Member of an Employee's family' means a partner, child, parent, brother, sister, partner's mother, partner's father, partner's brother, partner's sister, grandparents, or partner's grandparents, and persons 'in loco parentis'.

(v) 'Partner' means a person with whom the Employee has established an intimate relationship of some permanence.

(w) With the exception of vacation leave and Article 11.04 (b), seniority shall be on a bargaining unit wide basis and shall mean total length of service in the bargaining unit, calculated in hours. When Employees transfer from part-time employment to full-time employment, or vice-versa, they shall retain their seniority.

(x) For the purposes of paternity and compassionate leave, a day shall be

interpreted to mean a calendar day - beginning at 00:01 and concluding at 23:59.

(y) `Work week' is defined as that period falling between 12:01 a.m. Sunday and 12:00 midnight Saturday.

(z) `Statutory holiday' means that period which begins at 12:01 a.m. on the date of the holiday and ends at 12:00 midnight on the same day.

2.02 In the Collective Agreement, whenever the singular is used, it shall mean and include the plural.

ARTICLE 3 - RECOGNITION

3.01 (F.T.) The Bureau recognizes the Canadian Union of Public Employees and its Local as the sole and exclusive bargaining agent for all Employees of the Bureau, save and except the Directors, and persons above the rank of Director, and persons employed as Regular Part-Time, Casual Part-Time, or Sleepovers, Clerical and Office Employees, Maintenance Employees and Food Managers.

3.02 (P.T.) The Bureau recognizes the Canadian Union of Public Employees and its Local as the sole and exclusive bargaining agent for all Employees of the Bureau, employed as Regular Part-Time, Casual Part-Time, or Sleepovers, save and except the Directors, persons above the rank of Director, Full-Time Employees, Clerical and Office Employees, Maintenance Employees and Food Managers.

ARTICLE 4 - RELATIONSHIP

4.01 The Bureau and the Union agree that any Employee covered by the Agreement may become a member of the Union if the Employee wishes to do so and may refrain from becoming a member of the Union if the Employee so desires.

4.02 The Bureau and the Union also agree that there will be no intimidation, discrimination, interference, restraint, coercion or influence exerted or practised by either of them or by way of their representatives or members because of any Employee's membership or non-membership in the Union, or because of the Employee's activity or lack of activity in the Union.

4.03 The Bureau and the Union agree that there shall be no discrimination or harassment against any Employee by reason of race, age, creed, colour, gender, sexual orientation, marital status, nationality, ancestry, place of origin, political philosophy, place of residence, disability, ethnicity or citizenship.

Workplace harassment is vexatious comment or conduct which a person knew or ought reasonably to have known would be unwelcome. A single incident can

constitute harassment or it can consist of a course of action over a period of time. Harassment can happen in any place where the work of the Bureau is conducted.

- 4.04 The Local agrees that it, its officers, agents, representatives and members will not engage in Union activities during working hours or on the Bureau's property, except as authorized by the Agreement or by the Executive Director or designate.
- 4.05 The Bureau agrees to make new Employees aware of the fact that a Collective Agreement is in effect and to provide each new Employee with a copy of the Collective Agreement on their first day of employment.
- 4.06 The Bureau shall provide a bulletin board in each of its decentralized facilities and at the head office for the exclusive purpose of posting the following notices: Seniority Lists, Job Postings and Notices of Local Meetings. Such bulletin board to be maintained and monitored by the Local.
- 4.07 All correspondence between the parties, arising out of the Agreement or incidental thereto, shall pass to and from the Executive Director or the Director of Human Resources and the President of the Local or designate and the National Staff Representative of the Union with a copy to the Secretary of the Local.
- 4.08 The Bureau agrees to deduct from each pay, from each Employee, Union dues as specified by the Local and to remit same not later than the last day of the same month to the Secretary-Treasurer of the Local. Such dues shall be remitted to the Local together with a record of those from whose pay cheques deductions have been made, including the number of hours that each Employee has worked.
- 4.09 Dues check-off shall continue during the lifetime of the Agreement or any renewal thereof, and shall be continued throughout any period during which the parties are engaged in negotiations with a view to making new Agreement.
- 4.10 All new Employees will be given a copy of their job description, their classification and annual salary rate on their first day of employment. The Bureau agrees to provide up to thirty minutes during the first month of employment for a Union Representative to discuss the terms of the Collective Agreement with a new Employee. Copies of any new job descriptions that are created during the term of this agreement shall be given to the Local. The Bureau shall provide to the Local, quarterly updated lists of all job titles in the bargaining unit.
- 4.11 (a) The Bureau shall forward to the Local for consultation any changes to the job descriptions or any new job descriptions prior to their implementation and to inform the Local of any changes in classifications for all positions within ten (10) working days.

(b) Where the Local submits specific objections to the job descriptions provided under Clause 4.10 of the Collective Agreement the Bureau shall consult with the Local in an effort to resolve any such objections.

- 4.12 The Bureau shall provide the Local with all information relevant to salary rates, pension and benefit plans which Employees may require in order to be fully aware of their benefits and coverage. The Bureau shall also provide the Local with technical information that is beneficial or necessary for the Employees to carry out their duties.
- 4.13 The Bureau will provide, at its own cost, all Employees with one (1) copy of the Agreement within thirty (30) days of signing. Employees will be given a copy of the Agreement in the official language of the Employee's choice.

It is agreed that the Collective Agreement was negotiated in English and that, for purposes of interpretation, the English version shall prevail over the French version.

- 4.14 Subject to Clause 16.01, it is acknowledged by the Local that the hiring and promotion of Employees is at the sole discretion of the Bureau. The Bureau shall consult with Employees in the program concerned with respect to the establishment of job specifications as well as the hiring process prior to the hiring of persons for vacant or newly created positions within the Bargaining Unit.
- 4.15 The parties recognize the establishment of a Labour-Management Committee to deal with matters of mutual concern which are outside the negotiation and grievance procedures. The Executive Director or designate, one additional management representative and a representative of the Board of Directors, if so desired, shall meet every two months or as required by mutual agreement with the President of the Local or designate, one additional Local Representative and the National Staff Representative, if so desired. The following routine shall apply:
- (a) The agenda shall be set by mutual agreement.
 - (b) The parties shall schedule meetings at a mutually agreeable time during working hours.
 - (c) Meetings may be cancelled upon reasonable notice by either party.
 - (d) It is understood and agreed that the committee will not discuss grievances nor will any discussion prejudice the grievance procedure.
 - (e) In the event that the parties are unable to agree on the disposition of a matter of mutual concern, each party agrees to state in writing their position and the reasons therefore.

(f) Minutes of Labour-Management Committee meetings shall be recorded on a rotating basis.

4.16 No Employee shall be required or permitted to make a verbal or written agreement with the Bureau or a representative of the Bureau which may conflict with the terms of this agreement, without the written consent of the Local.

4.17 Volunteers will not perform duties which are identified in the job descriptions of members of the bargaining unit. The use or presence of students shall not be considered a factor in the determination of full or part time work schedules.

4.18 Joint Health and Safety Committee

a) The Bureau agrees to establish a Joint Health and Safety Committee that shall be charged with maintaining standards of Health and Safety in order to prevent accidents, injury and illness. The Committee shall identify potential dangers and hazards, recommend means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health. Management shall respond within twenty-one (21) days to any recommendation from the Joint Health and Safety Committee.

(b) The Committee shall consist of at least two (2) Representatives of the Local.

(c) The Committee shall meet every two (2) months or more often as necessary.

(d) The Committee shall be provided access to necessary information to enable it to fulfil its functions. In addition, the Committee shall be given access to health and safety records and any other pertinent information.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union recognizes and acknowledges that the management of the Bureau and the direction of the Employees are fixed exclusively in the Bureau. Without restricting the generality of the foregoing, the Union acknowledges that, subject to the provisions of the Collective Agreement such functions include the right of the Bureau to:

(a) Maintain order, discipline and efficiency.

(b) Hire, promote, demote, classify, transfer, suspend, layoff, recall, and retire Employees and to discipline or discharge any Employee, for just cause, provided that a claim by an Employee who has acquired seniority that she/he has been discharged or disciplined without just cause may be the subject of a grievance.

(c) Make, enforce and alter from time to time policies, procedures and reasonable rules to be observed by the Employees, which policies, procedures and rules shall not be inconsistent with the provisions of the Agreement. The Bureau shall notify the Local of its intention to make or alter policies and procedures and the Local shall be given the opportunity to make representation regarding such policies and procedures.

(d) Determine the nature and kinds of business conducted by the Bureau, the kinds and locations of operations, equipment and materials to be used, to control materials and parts, methods and techniques of work, the content of jobs, schedules of work, the number of Employees to be employed, the extension, limitation, curtailment or cessation of operation of any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Bureau except as specifically limited by the express provisions of the Agreement.

(e) Designate a Negotiating Committee composed of two (2) members of the Board, the Executive Director, Director of Human Resources, and one (1) advisor solely for the purpose of collective bargaining.

(f) In addition to the Negotiating Committee the Bureau shall have the right at any time to have the assistance of any suitable professional advisors that it feels it requires for the purpose of dealing or negotiating with the Local or the Union.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Bureau acknowledges the right of the Local to elect or otherwise select an Executive Committee, Grievance Committee composed of four (4) Employees and a Negotiating Committee composed of four (4) Employees and one (1) Union Representative, solely for the purpose of Collective Bargaining. The four employees participating in the Negotiating Committee will be paid, at their regular rate of pay, for a total of eighty (80) hours of face to face meetings with the Bureau's Negotiating Committee. The Bureau will confirm with the Local how these eighty hours are distributed between the committee members of the Negotiating Committee.
- 6.02 The Local President or designate shall be a member of the Negotiating and Grievance Committees.
- 6.03 It is understood the Employees on the Grievance Committee have their regular work to perform on behalf of the Bureau. The Employees on the Grievance Committee shall be allowed time off without loss of pay to process a grievance, provided it does not interfere with the operations of the Bureau. If it is necessary for Employees on the Grievance Committee to process a grievance during their

working hours, they shall not leave work without first obtaining the permission of their supervisor and such permission shall not be unreasonably withheld.

- 6.04 The Local shall have the right to have the assistance of a Representative of the Canadian Union of Public Employees who shall have access to the Bureau's premises, upon notification to the office of the Executive Director, in order to investigate, or to assist in negotiations of a dispute, provided this does not interfere in the efficient operation of the Bureau.
- 6.05 The Local shall have the right at any time to have the assistance of any suitable professional advisors that it feels it requires for the purposes of dealing or negotiating with the Bureau.
- 6.06 The Local shall provide the Bureau with a regularly updated list of the names of all those members holding positions within the Local: the Executive Committee, the standing committees, and the stewards. The Local will also inform the Bureau of changes or vacancies in such positions.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 (a) Complaint Stage

It is the mutual desire of the parties that all complaints and grievances shall be attended to and settled as quickly as possible. It is understood that Employees, with the assistance of the Local Representative if so desired, may present an oral complaint at any time to their immediate supervisor without resorting to the grievance procedure below. Except as otherwise provided, it is understood that Employees shall have the option of first discussing any alleged complaint or grievance with their Director, before filing a grievance at Step 1. If, upon completion of said discussion, the matter is not resolved, it may be grieved and disposed of in the following manner.

(b) Grievance Stage

Step 1: The Employee may submit a written grievance to his/her Director, stating the name of the aggrieved Employee and the nature of this grievance. Such grievance must be submitted within fifteen (15) working days of the time the Employee knew of the occurrence of the event or events giving rise to the grievance. The grievance must be signed and dated by the aggrieved Employee. A Local Representative must accompany the Employee to a meeting with the Director concerned which shall be held within five (5) working days of the receipt of the grievance. The Director shall deliver a reply to the grievance, in writing, within five (5) working days from the date of the meeting.

Step 2: Failing settlement of the grievance at Step 1 or the failure of the Director to

submit a reply within the prescribed period of time, the Employee may present the grievance, in writing, to the Executive Director or the Director of Human Resources, within five (5) working days from the date on which the decision of the Director was due. The Executive Director or the Director of Human Resources shall meet with the aggrieved Employee and a Local Representative to discuss the grievance within ten (10) working days of receiving the above grievance at Step 2. The Executive Director or the Director of Human Resources shall release a decision, in writing, within ten (10) working days from the date of such meeting, a copy of which shall be sent to the Employee and the Local.

Step 3: Failing settlement of the grievance at Step 2, or failure of the Executive Director or the Director of Human Resources to reply within the ten working days of the meeting with the Local representative to discuss the matter, either of the parties may submit the grievance to Arbitration as hereinafter provided within ten (10) working days.

- 7.02 The Local shall have the right to process individual grievances arising from Article 4.03 commencing at Step 2, furthermore the Local has the right to process Group and Policy Grievances in cases where more than one (1) Employee has been affected or where a grievance could not be processed by an individual Employee, commencing at Step 2.
- 7.03 Saturdays, Sundays, holidays and any other day on which the Bureau's offices are closed shall not be considered working days within the meaning of this Article.
- 7.04 The time limits fixed in the grievance procedure may be extended by mutual agreement of the parties.

ARTICLE 8 - ARBITRATION

- 8.01 When the parties mutually agree, grievances which have been properly processed through all of the requisite steps of the Grievance Procedure within the prescribed time limits may be submitted to a single arbitrator. Where such mutual agreement does not exist, grievances shall be submitted to a Board of Arbitration.
- 8.02 The party wishing to submit the grievance to a single arbitrator shall make such request in writing, by registered mail, including the names of three (3) proposed arbitrators to the other party within ten (10) working days after the receipt of the reply at Step 3 of the Grievance Procedure.

The other party shall respond within ten (10) working days after the receipt of the request for a single arbitrator, with the name of the individual that the party has selected from the list provided, or three (3) alternative arbitrators.

If the party requesting arbitration does not agree to any of the names proposed by the other party, the matter shall be referred within ten (10) working days to the Ministry of labour for appointment of an arbitrator by the Ministry.

The single arbitrator shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it.

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

The arbitrator shall not have the authority to alter, modify, change, add to or detract from any of the provisions of this Collective Agreement or to substitute any new provisions in lieu thereof or to give any decision contrary to the provisions of this Collective Agreement or to provide redress applicable to the time prior to the date of the filing of the grievance.

The parties agree to share equally the costs associated with the appointment of the single arbitrator.

- 8.03 The Board of Arbitration shall be composed of one (1) person appointed by the Bureau, one (1) person appointed by the Local and one (1) person to act as Chair chosen by the Bureau and Local appointee.

Within ten (10) working days of the request of either party for a Board of Arbitration, the other party shall notify, in writing, the party requesting arbitration of their appointee to the Board. Should the other fail to so notify within the time limits prescribed, the party requesting the arbitration may apply to the Minister of Labour within ten (10) working days requesting the appointment of a representative for the other party. The two (2) appointees shall within ten (10) working days of the appointment of the second appoint a third person who shall act as Chair.

Should the appointees chosen by the parties fail to agree upon a third person to act as Chair within ten (10) working days of the appointment of the second, a party may apply to the Minister of Labour for the appointment of a Chair.

The Board of Arbitration shall hear and determine the grievance at issue and shall issue a decision. The decision shall be final and binding upon the parties hereto, and upon any Employee affected by it. The decision of the majority shall be the decision of the Board of Arbitration but if there is not a majority the decision of the Chair shall govern.

The Board of Arbitration shall not have the authority to alter or change any of the provisions in the Collective Agreement, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the express intent of this Collective Agreement.

Each of the parties to the Collective Agreement shall pay for the fees and disbursements of its appointee to the Board of Arbitration and shall share equally the fees and disbursements of the Chair of the Board of Arbitration.

No person who has been involved in any attempt to negotiate or settle the grievance shall be a member of that Board of Arbitration.

- 8.04 The time limits fixed in this arbitration process may be extended by mutual consent.

ARTICLE 9 - EMPLOYEE DEVELOPMENT

- 9.01 The Bureau shall provide adequate and continuous supervision for Employees throughout their term of employment. Upon request, Employees shall have access to their supervision file. Supervision notes will be documented in a timely fashion. Each Employee shall attend all designated periods of instruction in supervision held during the Employee's working hours, and be prepared as required for same. Supervision will be scheduled at a mutually agreeable time except in cases of emergency.

- 9.02 Employees, as a condition of employment, shall attend educational/training activities as may be deemed desirable. When an Employee is asked to participate in such an activity, the Bureau shall pay expenses in the following manner:

Meals - for each full day, with receipts for expenditures, an amount not to exceed forty-six dollars (\$46.00) including gratuities. For partial days, the amounts should be allocated as follows excluding gratuities:

Breakfast \$ 8.00 Lunch \$14.00 Dinner \$19.00

NOTE: Gratuities shall not exceed 15%. No reimbursement of meals shall be allowed where meals are provided as part of the fee for the activity.

Travel - Where travel is required in order to attend such an activity, the normal mode of travel shall be by bus coach. At the discretion of the Director, approval may be given for coach class by rail or economy class by air. The Director may approve travel by personal vehicle by the Employee. The Employee in this circumstance shall be reimbursed an amount equivalent to the rail coach rate.

Accommodation - When required, and not part of the fee for the activity, reasonable expenses related to hotel/motel accommodation shall be reimbursed.

- 9.03 Each Employee has the right to request leave without loss of salary for professional development courses at the Employee's own expense provided that the course is approved by the Executive Director and that such leave does not interfere with the operations of the Bureau. Employees attending such activities agree to be present at all sessions and to submit a detailed report upon their return.
- 9.04 An Employee may request an Education Leave of Absence which may be unpaid, partially paid, or fully paid. In cases where the leave is partially paid or fully paid, the Employee shall be committed to return for a period of at least one day's employment for each day of Education Leave.
- 9.05 Should the Bureau refuse to grant an Education Leave of Absence, an explanation of such refusal shall be given in writing to the Employee within ten (10) days.
- 9.06 The Bureau shall conduct an orientation program for all first-time Employees prior to the mid-point of the probationary period.
- 9.07 (a) In pursuing the Bureau's commitment to support the professional development of staff, the Bureau shall equitably fulfil the training needs of staff regardless of their program of origin.
- (b) Training priorities will be identified through consultation and posted on an annual basis.

ARTICLE 10 - EMPLOYEE EVALUATION

- 10.01 The Bureau shall provide a written appraisal of the Employee's performance at the mid-point of an Employee's probationary period, prior to the completion of the probationary period, and annually thereafter on or about the anniversary date of hiring. Such appraisal shall be used to assess the performance of Employees to make the Employees aware of the effectiveness of their performance, to assist in the planning of training opportunities for Employees, and to assist in the development of the professional potential of Employees. Such appraisal shall be in the official language of the Employee's choice provided the Employee is working in a unit that is officially designated by the Bureau to provide services in that official language. A Summary of Employment will be performed upon termination of employment. The appraisal shall take into

consideration the supervision file.

- 10.02 The Employee concerned and appropriate supervisor(s) shall discuss in full the Employee's performance prior to the completion of the performance appraisal.
- 10.03 Upon completion of the written performance appraisal the Employee will receive a copy and shall sign the document to confirm receipt. The Employee shall have the opportunity to add written comments to the performance appraisal. All performance appraisals shall be placed in the Employee's personnel file. The contents of such appraisals shall not be grievable.
- 10.04 Employees may have access to their own personnel files. Such access shall be in the presence of the Executive Director or the Director of Human Resources. Copies of an Employee's own personnel file may be obtained by the Employee. A Local Representative shall have access to an Employee's personnel file provided that the Employee concerned gives permission, in writing, to the Bureau with a copy to the Local Representative.
- 10.05 Any letter of reprimand, suspension or other disciplinary sanction, with the exception of those which concern professional misconduct regarding clients, shall be removed from the file of an Employee twenty-four (24) months following the receipt of such letter, suspension or other sanction, provided that the Employee's record has been discipline free for such twenty-four (24) month period.

ARTICLE 11 - HOURS OF WORK

- 11.01 The following clauses are intended to define the normal hours of work and shall not be considered as a guarantee of hours of work per day or per week.
- 11.02 (F.T.) The normal hours of work for all employees shall be forty (40) hours per week and will include paid thirty (30) minute eating periods, after five (5) hours of work.
- 11.03 Employees required to attend meetings outside of their scheduled hours of work shall be compensated at their regular rate of pay.
- 11.04 (P.T) (a) Regular Part-Time Employees may work more than twenty-four (24) hours per week occasionally, and will be paid at their regular job rate for the extra hours worked.
- (b) The Bureau will endeavour, on a unit-specific basis, to utilize seniority in equitably allocating available shifts to part-time Employees.

(c) Unit specific seniority lists shall be posted.

(d) Shifts will include paid thirty (30) minute eating periods after five (5) hours of work.

11.05 The Bureau shall endeavour to post shift schedules ten (10) working days in advance of implementation. In no case shall shift schedules be posted less than five (5) working days prior to implementation. Changes to the schedule for full time employees will be done by mutual consent except in extraordinary circumstances.

11.06 The Bureau shall consult with Employees affected when determining schedules of work.

11.07 (P.T.) A part-time Employee shall be remunerated for any shift cancelled with less than twelve (12) hours notice.

11.08 An Employee shall complete a Leave Report form on the third (3rd) day of each month, or the Employee's next working day. The Employee shall submit this form to the Director or designate.

11.09 Employees may be required to report a detailed record of hours worked.

ARTICLE 12 - OVERTIME

12.01 (F.T.) Except in cases of emergency, all overtime must be authorized in advance. Overtime shall be compensated by equal time off which shall be taken at a time agreed upon by the Employee and the Director. Such compensated time shall be calculated on a monthly basis.

12.02 Any overtime in excess of forty-four (44) hours per week shall be compensated at time and one-half.

12.03 Employees required to work beyond a regularly scheduled shift due to a staffing emergency shall be compensated for those additional hours at the rate of time and one-half their regular salary.

ARTICLE 13 - PROBATION

13.01 (F.T.) There shall be a probationary period of 720 hours at work from the date of commencement of employment for new full time Employees.

13.02 (P.T.) There shall be a probationary period for all new part time Employees of:

(a) 720 hours at work from the date of commencement of employment, or

(b) six (6) months of employment, whichever is less.

- 13.03 Employees shall receive written notice when they have completed their probationary period. If no notice is received within five (5) days of the end of the probationary period, the probationary period shall be deemed to have been completed.
- 13.04 The performance appraisal of an Employee on probation shall be made by the mid point and prior to the end of the probation period.
- 13.05 A current Employee who obtains a new position in a Bargaining Unit shall be allowed a trial period of eight (8) weeks. If at the end of this eight (8) week trial period, the Bureau or the Employee determines that the Employee in question is not suitable for the new position, the Employee shall be transferred back to his/her former position with no loss of seniority, sick leave, vacation credits or other health and welfare benefits.
- 13.06 The employment of a probationary Employee may be terminated at anytime during the probationary period at the sole discretion of the Bureau and such Employee shall not have recourse to the grievance procedure. Such discretion shall not be exercised in a discriminatory manner. The parties agree that this constitutes a standard within the meaning of Section 81.2 of the *Ontario Labour Relations Act*.

ARTICLE 14 - SENIORITY

- 14.01 (a) Upon completion of the probationary period, seniority shall be effective from the date of the commencement of employment.
- (b) (F.T.) Vacation leave shall be instituted upon completion of the probationary period. Vacation entitlement shall be calculated as of the date of commencement of employment. All Employees shall be entitled to sick leave credits as specified in Article 20.
- 14.02 Seniority shall be carried over when an Employee changes from one position to another within the Bargaining Unit.
- 14.03 Seniority shall terminate and Employees shall cease to be employed by the Bureau when they:
- (a) resign in writing;
- (b) are discharged and are not reinstated through grievance procedure or arbitration;
- (c) fail to report to work within ten (10) days after being notified by the Bureau following layoff unless alternative arrangements for reporting to work are made

with the Director within that ten (10) day period;

(d) are absent from work in excess of three (3) working days without sufficient cause or without notifying the Bureau unless such notice was not reasonably possible;

(e) fail to return to work upon termination of an authorized leave of absence or utilize a leave of absence for purposes other than those for which leave of absence was granted.

14.04 It shall be the duty of the Employee to notify the Bureau promptly of any change of address. Should the Employee fail to do so, the Bureau shall not be responsible for the failure of any notices, which may be required under the Agreement to reach the Employee.

14.05 Seniority lists shall be posted by January 31 and July 31 of each year. Employees shall have thirty days after posting to challenge the list.

14.06 The Bureau shall, in writing, notify the Local on a monthly basis of the occurrence of all hirings, terminations, layoffs, recalls, promotions, transfers and appointments.

14.07 (P.T.) Sleepovers shall accumulate seniority for one half of the total hours worked on each overnight shift.

ARTICLE 15 - LAYOFF AND RECALL

15.00 Layoff shall mean the discontinuation or reduction in hours of a position or positions, with the exception of casual part time positions, due to a lack of work or reduction or discontinuation of a service or program.

15.01 Advance Notice of Layoff - unless legislation is more favourable to the Employee, the Bureau shall give advance notice to Employees who are to be laid off according to the following:

1. Employees with more than four months but less than five years of service will receive a minimum of four weeks notice in advance of the actual date of layoff.

2. Employees with five years or more of service will receive notice in advance of the actual date of layoff equivalent to one week of notice per year of service to a maximum of nine (9) weeks.

3. If work is not provided for during the period of notice Employees shall be paid for the days for which work was not made available.

15.02 Employees in receipt of a notice of layoff will be provided with reasonable time off from work with pay to attend job interviews.

- 15.03 Employees in receipt of a notice of layoff will have the opportunity to meet with the Director of Human Resources or designate within five (5) working days, or at a mutually agreed upon time, to review their options. Employees may be accompanied to this meeting by a representative of the Local.
- 15.04 Employees in receipt of a layoff notice shall have, subsequent to the meeting identified in Article 15.03, a further period of five (5) working days to advise the Bureau, in writing, of their application for positions for which they qualify and which they would prefer by reason of seniority.
- 15.05 (a) An Employee who is recalled from layoff shall be credited all seniority as of the date of layoff.
- (b) (F.T.) An Employee who is recalled from layoff shall be credited all outstanding vacation and sick leave credits as of the date of layoff.
- 15.06 Where required, layoff notice will be given to the Employees with the least seniority, in the position being eliminated in the Unit affected.
- 15.07 Staff in receipt of a notice of layoff may displace workers on a Bargaining Unit wide basis if they;
- a) have more seniority
 - b) have the necessary skills and would be able to do the work efficiently and competently
 - c) meet bona fide occupational qualifications where applicable
- Individuals who are determined by management to have the necessary skills and abilities to perform the work of the new position shall be provided with a familiarization period of eight (8) weeks.
- 15.08 Voluntary layoffs will only be considered if an individual in a Unit where a staff has been displaced, agrees to leave the Bureau on a voluntary basis.
- 15.09 Staff in receipt of a layoff notice who bump into another Unit will do so on a permanent basis. Their opportunity to return to their Unit of origin, will be through application to a posting.

RECALLS

15.10 Notice of Job Availability

The Bureau will provide each Employee on recall with notices of job availability through regular mail. Employees who do not expect to be available at their mailing address will be responsible for informing the Bureau of where they can be reached. The Bureau will also forward copies of all correspondence to the Local.

15.11 No new Employee shall be hired or a vacancy filled until all laid-off employees have been given notice of the available position.

15.12 **Notice of Recall**

Recalls shall be in order of seniority subject to Article 15.08 (b) and (c). Employees who are laid off will be placed on a recall list for a maximum of twenty-four (24) calendar months or until they have had two (2) recall notices to comparable positions. Employees will be provided with recall notices by registered mail. Employees who do not expect to be available at their mailing address will be responsible for informing the Bureau of where they can be reached. The Bureau will also forward copies of all correspondence to the Local. Employees who have not been returned to their former position or comparable work within twenty-four (24) calendar months of layoff shall lose their seniority and shall be terminated at that time.

15.13 Employees who are recalled to work shall have the opportunity to return to the position which was held prior to the layoff should it become vacant.

15.14 An Employee who is recalled from layoff shall be credited all seniority, all outstanding vacation and all outstanding sick leave credits accrued as of the date of layoff.

15.15 An Employee who is laid off shall be entitled to a cash equivalent of all vacation leave credits accrued as of the date of layoff.

15.16 A grievance concerning layoff or recall shall be submitted at Step 2 of the Grievance Procedure.

ARTICLE 16 - VACANCIES AND TRANSFERS

16.01 The Bureau agrees to post internally all vacancies or new positions which become open either inside or outside of the Bargaining Unit. The Bureau shall notify the Local, in writing, and post notice of the position in the Bureau's offices, and on all bulletin boards for a minimum of five (5) working days so that all members will know about the vacancy or new position. Employees shall have the right to apply for such vacancies or new positions and be considered for the same. The Bureau agrees not to advertise outside nor consider external applicants for positions until all applicants from within the Bargaining Unit have been considered and have been notified as to whether or not they are successful. It shall be the sole discretion of the Bureau to determine if and when a vacancy occurs. It is understood that all vacancies outside the Bargaining Unit will be open to application from non-bargaining unit staff.

16.02 Any posting shall include the job title, salary range, the program and unit, the qualifications required, and the closing date of the competition. All postings will include a reference to the appropriate job description available in all units in a

Job Description Manual. It shall be the exclusive right of the Bureau to determine the qualifications for any vacancy and, upon request, the criteria upon which the hiring decision was made shall be forwarded to the Local.

16.03 When a vacancy occurs the following factors shall be considered by the Bureau in evaluating candidates for the vacancy:

(a) skill, ability, experience, knowledge, and training;

(b) seniority;

It is understood that where the qualifications referred to in (a) above are relatively equal, (b) will govern.

16.04 All applicants shall be informed in person or by ordinary mail as to the disposition of their application within ten (10) working days of the Bureau's hiring decision. In such cases where applicants are not to be interviewed, they will be given the opportunity to meet with the Director to review the reasons for the decision as soon as is practical following the Bureau's decision.

16.05 The Bureau shall endeavour to fill all vacant or newly-created full-time positions by hiring full-time Employees within a reasonable time period. The Bureau shall notify the Local when it does not intend to post a vacancy no more than thirty (30) days after the vacancy is created. This notification shall include reasons for the decision.

16.06 Employees shall not be transferred to a position outside their Bargaining Unit without their consent. If Employees are transferred or promoted to contract positions outside of their Bargaining Unit, they shall retain their seniority accumulated up to the date of leaving the unit but they will not continue to accumulate seniority.

ARTICLE 17 - TERMINATION

17.01 (F.T.) An Employee who is on probation shall receive notice of termination, or pay in lieu of notice, of at least one week. Employees who have completed probation shall receive notice of termination as follows:

(a) Less than two (2) years - two (2) weeks.

(b) Two (2) to three (3) years - three (3) weeks.

(c) Three (3) to five (5) years - four (4) weeks.

(d) Five (5) years or more - eight (8) weeks.

17.02 An Employee who resigns or whose employment is terminated shall receive, on

the last day of employment, outstanding holiday pay, wages and pay for accumulated compensatory time. Provided that if an Employee gives less than two (2) weeks notice, monies provided for in this clause will be issued within two (2) weeks of the date of resignation.

- 17.03 An Employee who is discharged or suspended shall be given, upon request, the reason(s) for such discharge or suspension in the presence of a Local Representative. A written statement of such reasons shall be given to the Employee and, upon the Employee's request, a copy of such statement shall be given to the Local.
- 17.04 A claim by an Employee to have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged by the Local at Step 2 of the Grievance Procedure within ten (10) working days of the date of discharge or suspension and, for the purposes of this Article, Step 1 shall be waived. Such special grievance may be settled by mutual agreement at any time under the Grievance Procedure by:
- (a) confirming the Employer's action in discharging or suspending the Employee;
 - (b) reinstating the Employee with full compensation for time lost;
 - (c) any other arrangement which is just in the opinion of the conferring parties, a single arbitrator, or the Board of Arbitration, if appointed.
- 17.05 Retirement - The normal date of retirement shall be the first day of the month coinciding with or immediately following the Employee's 65th birthday.
- 17.06 (F.T.) An Employee shall have the right to take an early retirement with full pension benefits after thirty-five (35) years of continuous employment with the Bureau.
- 17.07 Employees will endeavour to submit outstanding leave forms and expense claims before the last day of employment.

ARTICLE 18 - VACATIONS

- 18.01 All Employees who have been employed by the Bureau for less than four (4) months shall, on resignation or termination of employment, receive in lieu of vacation pay an amount equal to four percent (4%) of their earnings up to the date of resignation or termination.

18.02 (F.T.) All other Employees shall receive annual vacation with pay calculated as follows:

(a) for Employees employed for eight (8) years or less, 1.66 working days per month of employment in the calendar year for which the vacation is being calculated.

(b) for Employees employed for more than eight (8) years, 2.08 working days per month of employment in the calendar year for which the vacation is being calculated.

(c) for Employees employed less than one year, 1.25 working days per month of employment in the calendar year for which the vacation is being calculated.

(d) for Employees who work less than forty (40) hours per week, the rate of vacation leave accumulation is pro-rated

18.03 (P.T.) The Bureau shall give to each Employee vacation time off without pay of at least two (2) weeks upon the completion of each twelve (12) months of employment.

18.04 (F.T.) Vacation entitlement as set out above shall accrue monthly during each calendar year and must be taken not later than ten (10) months after the end of the twelve (12) month period for which vacation was earned.

18.05 (P.T.) (a) The Bureau shall pay casual part-time Employees an amount equal to and no less than four percent (4%) of the wages of the Employee in the months of employment for which the vacation pay is being calculated. This payment shall be made twice annually on the last pay in June and the last pay in December.

(P.T.) (b) The Bureau shall pay regular part-time Employees an amount equal to and no less than six percent (6%) of the wages of the Employee in the months of employment for which the vacation pay is being calculated. This payment shall be made twice annually on the last pay in June and the last pay in December.

18.06 An Employee may, upon giving notice of one full pay period, receive on the last pay day preceding commencement of annual vacation any pay cheques which may fall due during the vacation period.

18.07 Vacations shall be granted on the basis of seniority within the staff team.

18.08 When Employees are requested to work during their scheduled vacations they

shall be paid at double their regular rate of pay plus one vacation day off for each day in which work was performed.

- 18.09 Employees, upon giving notice of requested vacation leave, shall be given a response to their request within ten (10) days. In the event that the Employee's request is refused, they shall be given reasons for such refusal in writing.
- 18.10 (F.T.) Where an Employee's scheduled vacation is interrupted by serious illness or hospitalization, the period of such illness or hospitalization shall be considered sick leave and shall not be counted against the Employee's vacation credits. The Employee will be required to supply the Bureau with a certificate completed by a legally qualified medical practitioner confirming the nature and duration of the Employee's illness.

ARTICLE 19 - HOLIDAYS

- 19.01 (F.T.) The following holidays shall be observed with pay:

New Year's Day, Civic Holiday (August),
Good Friday, Labour Day,
Easter Monday, Thanksgiving Day,
Victoria Day, Remembrance Day,
Canada Day, Christmas Day,
Boxing Day,

the day before or the day following New Year's Day, as determined by the Bureau, by December 1st, in each year.

In addition, any other statutory holidays proclaimed by the Federal or Provincial governments shall be granted.

19.02 (P.T.) (a) Regular Part-Time Employees who work on one of the following holidays shall be paid at the rate of one and one-half (1 1/2) times their regular rate for each hour worked:

New Year's Day,	Civic Holiday (August),
Good Friday,	Labour Day,
Easter Monday,	Thanksgiving Day,
Victoria Day,	Remembrance Day,
Canada Day,	Christmas Day,
Boxing Day,	

(P.T.) (b) A Casual Part-Time Employee who works on one of the following holidays shall be paid at the rate of one and one-half (1 1/2) times their regular rate for each hour worked:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	Civic Holiday (August)

19.03 (F.T.) Employees who work on one of these holidays shall be compensated for that time at a rate which is time and one-half the regular rate of pay plus another day off with pay in lieu of the holiday which shall be taken on the first working day following their annual vacation or on a working day determined by the Bureau in consultation with the Employee concerned.

19.04 In order to qualify for holiday pay, Employees must work their regular scheduled shift immediately preceding and immediately following the holiday unless on a paid leave approved by the Bureau.

19.05 (P.T.) An Employee who is regularly scheduled to work on one of the holidays noted in Article 19.02, and who is unable to do so because the Bureau's offices are closed, will be reimbursed for the hours they would regularly work.

19.06 (F.T.) An Employee on vacation when a holiday is observed will receive an extra day's vacation with pay.

19.07 Employees who wish to observe religious holidays other than those listed above may arrange, in consultation with their supervisor, to exchange Good Friday, Easter Monday and Christmas Day for equivalent time off.

19.08 (F.T.) Any Employee who is on a holiday as identified in Article 19.01 and who is required by the Bureau to work a non-scheduled shift on that day, shall receive

pay at a rate which is time-and-one-half the regular rate of pay, plus one (1) additional day off with pay.

ARTICLE 20 - SICK AND OTHER LEAVES

- 20.01 (F.T.) Every Employee shall be credited with 1-1/2 days of paid sick leave per month of active employment, pregnancy or parental leave. The rate of sick leave accumulation is pro-rated when Employees are employed for less than 40 hours per week.
- 20.02 (F.T.) (a) An Employee shall supply the Bureau with a certificate completed by a legally-qualified medical practitioner confirming the Employee's sickness after three (3) days of continuous absence from work.
- (b) Employees who are absent from work for extended periods due to sick leave may be required to confirm their fitness to return to their regular duties.
- 20.03 (F.T.) Employees who schedule medical or dental appointments during working hours will be required to make a formal request in advance of the appointment indicating the time of the appointment and the expected time they will return to work. This request must be approved by the Employee's immediate supervisor. Employees are expected to schedule such appointments outside of their working hours whenever possible.
- 20.04 (F.T.) A deduction will be made from an Employee's sick leave credits for each working day, or portion thereof, that the Employee is absent on sick leave.
- 20.05 (F.T.) If an Employee obtains sick leave with pay due to the act of a third party, for which the Employee is entitled to recover damages, the Employee may claim the amount paid by the Bureau representing salary for the leave period in any action brought by the Employee. Any amount so recovered will be paid to the Bureau. In all cases, if the Bureau is reimbursed for such leave taken, the number of days of sick leave for which the Bureau has been reimbursed shall be restored to the Employee's accumulated sick leave.
- 20.06 (F.T.) Compassionate Leave - In the event of the death of a member of an Employee's family, the Employee shall be granted a leave of absence with pay for three (3) working days. In the event of a serious illness of a member of an Employee's family, the Employee shall be granted a leave of absence with pay for up to three (3) working days. In each instance, an additional one (1) day will be allowed when it is necessary for the Employee to travel 350 kilometres or more.

In special circumstances, the Bureau may grant an extension of time for such leave.

(P.T.) Compassionate Leave - In the event of the death of a member of an Employee's family, the Employee shall be granted a leave of absence with pay for three (3) working days. In the event of a serious illness of a member of an Employee's family, the Employee shall be granted a leave of absence with pay for up to three (3) working days. It is understood that such leave will be granted only if the Employee is scheduled to work on those days he/she is absent due to compassionate leave. In each instance, an additional one (1) day will be allowed when it is necessary for the Employee to travel 350 kilometres or more.

In special circumstances, the Bureau may grant an extension of time for such leave, but it shall be without pay.

- 20.07 Personal Leave - Employees shall make all requests for leave of absence without pay in writing, explaining why they are requesting the leave and the expected duration of the leave, at least ten (10) working days prior to the first day of such proposed leave, except in cases of emergency. Such requests shall be addressed to the Executive Director who shall respond in writing within ten (10) working days stating whether the request is granted, and giving reasons for refusal if it is refused.
- 20.08 Conference Leave - Leave of absence without pay shall be provided for a total of twenty (20) working days per calendar year for the Bargaining Unit, provided such leave to be shared by members of the Bargaining Unit with not more than two (2) Employees of the same Program away at the same time. The purpose of such leave is to attend Union conferences, conventions or meetings.
- 20.09 The Bureau shall continue to pay premiums for benefit plans for Employees who are on a paid leave of absence. Employees on unpaid leaves of absence may continue to participate in benefit plans if they pay the necessary premiums themselves. The Employee may arrange with the Bureau to prepay the full premiums for any benefits during the expected period of leave.
- 20.10 (F.T.) (a) Employees who are compelled to serve as jurors in any court of law, or are required to attend as a witness in a court proceeding in which the Crown is a party, or are required by subpoena to attend a court of law or coroner's inquest shall be granted a leave of absence for this purpose. Upon completion of their jury or witness service such employees shall present to the Bureau a satisfactory certificate showing the period of such service, if the Bureau so requests. This clause will not apply to a court action in which the Employee is a party.

(b) The Bureau shall pay such Employee the wages that would otherwise have been earned at the regular, straight-time hourly rate. The Employee will reimburse to the Bureau all honorariums including jury duty pay and witness fees. Such leave shall not constitute a break in service for the calculation of benefits covered by the Agreement.

20.11 The Bureau agrees to establish a pre-paid leave plan, funded in whole by the Employee and subject to the following terms and conditions:

Eligibility: This plan is available to all full-time Employees with a minimum of two (2) years seniority.

(a) Employees must make written application to the Executive Director at least three (3) months prior to the intended commencement date of the program. The Bureau shall respond in writing to the Employee's application within twenty (20) working days.

(b) During the salary deferral period, a maximum of twenty (20) percent will be deducted and held for the Employee and will not be accessible to the Employee until the year of the leave or upon withdrawal from the plan.

(c) The deferred salary shall be held by the Bureau in trust in an interest bearing account.

(d) All of the deferred income plus accrued interest shall be paid to the Employee in either one lump sum or in twenty-four (24) instalments in the year of the leave.

(e) Withdrawal from the plan is subject to a two (2) months notice to the Executive Director. In the event of the withdrawal of the Employee from the plan, the deferred salary plus accrued interest shall be paid to the Employee within one (1) month. In the event of the death of an Employee, the deferred salary plus interest shall be paid to the Employee's estate.

(f) Upon completion of the leave, the Employee shall be reinstated to the position the Employee most recently held, if it still exists, or to a comparable position if it does not, at no less than the wages earned at the time the leave of absence began.

(g) In the period that the Employee is on leave the vacation and sick leave credits shall cease to accumulate. Seniority shall not be interrupted.

20.12 Employees may use up to three (3) days of accumulated sick leave per year in order to care for their children who are ill. It is further understood that Employees shall endeavour to make alternative care arrangements when possible.

20.13 Leave to Hold Public Office:

(a) The Bureau recognizes the right of Employees to participate in public affairs. Therefore, upon written request, the Bureau shall grant a leave of absence without loss of seniority and without pay so that Employees may be candidates in a Federal, Provincial or Municipal election. Such leave shall follow nomination of the candidate and shall terminate on election day.

(b) An Employee who is elected to public office shall be granted a leave of absence without loss of seniority and without pay for the duration of one term of their office.

20.14 (F.T.) Employees may accumulate up to a maximum of ninety (90) days of sick leave in their sick leave bank. Those employees still employed as of the date of ratification shall retain sick leave accumulated to that date. The total accumulated sick leave in the Employees' sick leave bank at the date of ratification shall become their maximum accumulated sick leave if it exceeds ninety (90) days.

ARTICLE 21 - EMPLOYEE PROTECTION

21.01 The Bureau, at its expense, will provide legal representation to Employees who are being charged under the Criminal Code of Canada and/or sued civilly for reasons arising out of the conscientious performance of authorized duties.

ARTICLE 22 - REIMBURSEMENTS

22.01 Motor Insurance - Employees may be authorized to use Bureau owned vehicles, and shall use these vehicles strictly for authorized business. All such vehicles shall be maintained in safe working order as required by the Highway Traffic Act. Employees shall report any defect in the Bureau's vehicles to the Bureau, and the Bureau shall investigate such report and make repairs where necessary.

22.02 The Bureau shall arrange, at the Bureau's expense, for appropriate insurance for all of the Bureau's vehicles. All Employees who drive the Bureau's vehicles shall be required to have appropriate, valid driving permits. The Bureau shall provide

for each Employee authorized to drive the Bureau's vehicles an all-inclusive business use insurance policy providing for liability protection. In a second and subsequent accidents, an Employee who is found to be negligent or guilty by a court or insurance company, shall be responsible for paying the deductible portion of the insurance policy in a proportion corresponding to the degree of negligence or guilt as assessed by the court or insurance company.

- 22.03 Employees using their own vehicles with the authorization of the Bureau within the National Capital Region shall be reimbursed kilometrage allowance of thirty (30) cents per kilometre.

Employees using their own vehicles with the authorization of the Bureau outside of the National Capital Region shall be reimbursed by kilometrage allowance of fifty percent (50%) of the applicable allowance as specified in the above paragraph.

This kilometrage allowance shall be considered reimbursement for all expenses incurred in operating vehicles for the Bureau, including public liability insurance. Such liability is to be no less than \$1 million and be insurance for business purposes.

- 22.04 The Bureau shall reimburse Employees for all authorized reasonable expenses incurred in the course of discharging their duties on behalf of the Bureau provided that receipts, where reasonably available, and a written account of all expenses are submitted by the Employee. Expenses incurred as a result of the negligence of an Employee shall not be reimbursed, but it is understood that an Employee will be reimbursed for paid parking tickets obtained during emergency circumstances.

- 22.05 The method for the reimbursement of expenses shall be as follows:

Each Employee shall keep a detailed record of expenses on forms provided by the Bureau. The expense sheet shall be submitted to the Finance Department not later than the tenth (10th) working day of the month following the expense. The Employee shall be reimbursed within ten (10) working days after submission. When an Employee submits a claim for expenses after the tenth (10th) working day of the month following the expense, reimbursement shall be made by the fifteenth (15th) day of the month following submission. Wherever possible, Employees will not accumulate expenses for more than two (2) months. Employees who have received advance expense money prior to ratification shall reimburse the Bureau upon the termination of their employment.

- 22.06 (F.T.) For new Employees whose place of residence is outside the National

Capital Region, the Bureau shall pay the authorized reasonable expenses of moving the Employee, the Employee's family and their personal goods to the Employee's place of residence. If the Employee voluntarily resigns before completing one (1) year of service, the Employee may be required to reimburse the Bureau for seventy-five percent (75%) of the expenses paid for by the Bureau.

22.07 Employees who suffer damages to their personal property in the normal course of their duties shall be reimbursed out-of-pocket expenses in accordance with the following guidelines:

(a) The Bureau will reimburse Employees where they suffer damage to their personal property in the course of carrying out their duties in a conscientious manner.

(b) Reimbursement will be authorized by the Executive Director to a maximum of two hundred and fifty dollars (\$250.00).

(c) In exceptional circumstances, additional monies may be authorized by the Bureau.

ARTICLE 23 - HEALTH AND WELFARE BENEFITS

23.01 (F.T.) The Bureau agrees to reimburse Employees who reside outside the Province of Ontario the equivalent paid in Health Benefits under the Province of Ontario's Employee Health Tax.

23.02 The Bureau agrees to cover all Employees under the Worker's Compensation Act.

23.03 Each Employee covered by this Agreement shall pay Canada Pension Plan as required by the Canada Pension Plan Act. The Bureau shall pay Canada Pension Plan as required by law.

23.04 (F.T.) Each Employee covered by this Agreement shall join the following benefit plans.

(a) Group Life Insurance

The Bureau pays one hundred percent (100%) of the premium cost.

(b) Accidental Death or Dismemberment

The Bureau pays one hundred percent (100%) of the premium cost.

(c) Extended Health Insurance

Includes prescription drugs, semi-private, hospital coverage and psychological services. The Bureau pays one hundred percent (100%) of the premium cost.

(d) Employee Assistance Program (EAP)

The Bureau pays one hundred percent (100%) of the premium cost.

(e) Long Term Disability with Inflation Protection

The employee shall pay one hundred percent (100%) of the premium cost pursuant to the Plan.

(f) Dental Plan at Current O.D.A. Rates

The Bureau pays seventy percent (70%) of the premium cost.

23.05 (F.T.) Contract Employees who are employed on a full time basis for a term of less than six months are not eligible for benefits as identified in Article 23.04

23.06 (F.T.) (a) Employees will become eligible for benefits identified in Article 23.04 (a), (b), (c), (e) and (f) after three months of employment.

(b) Employees can access the Employee Assistance Program at any time after hiring.

23.07 All participants in the Pension Plan shall comply with the regulations and the conditions of the plan.

(a) (F.T.) Each Full Time Employee will participate in the Pension Plan after six months of employment.

(b) (P.T.) Part Time Employees may join the Pension Plan provided that they meet the following eligibility requirements:

(a) have completed two (2) years of service, and

(b) completed 700 hours of employment with the Bureau or earned at

least 35% of the Year's Maximum Pensionable Earnings (YMPE) in each of two consecutive calendar years. The YMPE is defined by the Canada/Quebec pension Plan every year.

- 23.08 A joint Pension Committee comprised of two representatives of the Bureau and two representatives of the Local shall meet as required to monitor and oversee the administration and performance of the Pension Plan.

The Bureau agrees to provide the Committee with copies of any reports regarding the Pension Plan. The Committee may make recommendations about changes in the Pension Plan. Any changes in the Pension Plan would require agreement between the Local and the Bureau.

ARTICLE 24 - PREGNANCY AND PARENTAL LEAVE

- 24.01 An Employee who is pregnant shall be entitled upon application thereof to an unpaid leave of absence of at least six (6) months or such shorter leave of absence as the Employee may request. The leave of absence shall not end before the expiration of six (6) weeks following the actual date of delivery. Seniority shall accumulate during this leave of absence.
- 24.02 The Employee shall give the Bureau two (2) weeks notice, in writing, of the day upon which the leave of absence will commence and furnish the Bureau with the certificate of a legally qualified medical practitioner giving the estimated day upon which delivery will occur.
- 24.03 An Employee may shorten the duration of the six (6) week period mentioned in Article 24.01 upon giving the Bureau one week's notice of intent to do so and furnishing the Bureau with a medical certificate confirming that the Employee is able to return to work.
- 24.04 An Employee who intends to resume employment on the expiration of a leave of absence granted under this Article shall so advise the Bureau.
- 24.05 (F.T.) The Employee who receives Pregnancy Leave under Article 24.01 and who applies for and receives Unemployment Insurance benefits pursuant to the Unemployment Insurance Act, is entitled to receive from the Bureau while on Pregnancy Leave:

(a) a payment equal to ninety-five percent (95%) of two (2) weeks gross salary;

(b) for each of the fifteen (15) weeks where the Employee receives Unemployment Insurance benefits, supplementary payments equal to thirty-five percent (35%) of the difference between weekly gross salary and the Unemployment Insurance benefit received, in accordance with the Supplemental Unemployment Benefits Plan set forth in Schedule A which will be attached hereto and will form a part of this Agreement once the Supplemental Benefits Plan has been approved by the Unemployment Insurance Commission.

- 24.06 (F.T.) An Employee who receives Pregnancy Leave under Article 24.01 and who is not entitled to receive Unemployment Insurance benefits, and who is employed by the Bureau for at least six (6) months immediately preceding the commencement of the leave, shall receive compensation from the Bureau equal to the amount paid under the Supplemental Employment Benefits Plan, in accordance with paragraph four (4) of the said Plan.
- 24.07 (F.T.) An Employee who is eligible to take Parental Leave shall be entitled to an unpaid leave of absence of up to six (6) months. The term "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- 24.08 Employees who have taken a Pregnancy Leave and who wish to also take Parental Leave must commence Parental Leave immediately when the Pregnancy Leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.
- 24.09 Fathers who wish to take a parental leave must commence such leave no more than thirty-five (35) weeks after the day the child was born.
- 24.10 Adoptive parents may commence parental leave when the child comes into the custody and control of the parent.
- 24.11 (F.T.) The Employee who receives Parental Leave is entitled to receive from the Bureau while on Parental Leave a payment equal to ninety-five percent (95%) of two (2) weeks gross salary.
- 24.12 (F.T.) The Employee who receives Parental Leave and who applies for and receives Unemployment Insurance benefits pursuant to the Unemployment Insurance Act, is entitled to receive from the Bureau while on Parental Leave: for each of the ten (10) weeks where the Employee receives Unemployment Insurance benefits, supplementary payments equal to thirty-five percent (35%) of the difference between weekly gross salary and the Unemployment Insurance benefit received, in accordance with the Supplemental Unemployment Benefits

Plan set forth in Schedule A which will be attached hereto and will form a part of this Agreement once the Supplemental Benefits Plan has been approved by the Unemployment Insurance Commission.

- 24.13 (F.T.) Employees are entitled during Pregnancy and Parental Leave to continue participation in all benefit plans. The Bureau shall continue to make the Bureau's contributions to the benefit plan unless the Employee gives the Bureau written notice that the Employee does not intend to pay, in advance, the Employees contributions during the period of the leave.
- 24.14 Employees shall be reinstated following return from Parental or Pregnancy Leave to the position the Employee most recently held if it still exists or to a comparable position if it does not, at no less than the wages earned at the time the leave began and without loss of seniority or benefits.
- 24.15 Parents who are eligible for Pregnancy or Parental Leave but do not access these benefits are entitled to two (2) weeks of paid leave.

ARTICLE 25 - SALARIES

- 25.01 Employees covered by this Agreement shall receive the salaries set out in Article 25.03, 25.04 and 25.05.
- 25.02 (a) (F.T.) When an Employee is designated as 'acting' and performs the principal duties of a higher paid position for four (4) or more consecutive shifts, the Employee shall receive a ten percent (10%) increase in salary for the period spent in the 'acting' capacity.

(b) (F.T.) Employees requested to be on call and carry a pager shall receive compensation equivalent to ten percent (10%) of their daily rate for every twenty-four (24) hour period or eight (8) hours of compensatory time for each seven (7) day period on call.

25.03 (F.T.) The annual salaries set out below shall be in effect from June 1, 1995

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
30,760	32,410	34,060	35,710	37,360	39,010	40,841

For all positions identified below in Group A, the maximum annual salary will be Step 6, \$39,010.

GROUP A: Youth Worker, Sherwood Observation and Detention Unit; Youth Worker, Young Women's Residential Services; Employment Counsellor, Youth Employment Services

For all positions identified below in Group B, the maximum annual salary will be Step 7, \$40,841.

GROUP B: All Senior Workers; Aids Educator; Cross Cultural Worker; Youth Worker, Community Programs; Youth Worker, Housing & Alumni Services; Employment Counsellor/Systems Analyst

For all Coordinator positions, the scale identified below shall apply.

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
37,460	38,992	40,524	42,056	43,588

Effective June 1, 1995, Full Time Employees who were on strength June 1, 1995 and were not eligible for Pay Equity Adjustments will receive salary adjustments based on the proportional value method of analysis identified in the Bureau's Pay Equity Plan. New employees hired after June 1, 1995 will be classified on the new scale. No Full Time Employee shall be paid at a salary less than the minimum salary identified on the new scale.

Effective July 1, 1996, all Full Time Employees shall be classified on the new scale. Salaries will be adjusted to the step on the scale which is immediately higher than their July 1, 1995 salary. Individuals who did not achieve the job rate (ie, the maximum salaries) and who receive less than \$1,345 as a salary adjustment shall receive a one time cash pay out which shall equal the difference between their salary adjustment and \$1,345. This payment shall be made on July 1, 1996.

25.04 (P.T.) The wages set out below shall be in effect from June 1, 1995 for all Casual and Regular Part Time Employees.

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
12.36	13.15	13.94	14.73	15.52	16.31	17.43

(P.T.) The salary scale set out below shall be in effect from July 1, 1996.

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
13.15	13.94	14.73	15.52	16.31	17.43

25.05 (P.T.) Employees hired as Regular Part-Time Employees will be classified on the

new scale on June 1, 1995. Their salaries will move to the step immediately above their current salary.

- 25.06 (P.T.) Through to December 31, 1996, Part Time Employees shall move on the salary scale identified in Article 25.04 as follows: After accumulating, from July 1, 1995, 2,088 hours of seniority, Part Time Employees shall move one step on the scale.
- 25.07 The Bureau shall pay salaries, in accordance with Article 25.03, 25.04 and 25.05 set out above, on a bi-weekly basis. On each pay day each Employee shall be provided with an itemized statement of wages, overtime and other supplementary pay and deductions.
- 25.08 (P.T.) Effective June 1, 1995, Sleepover staff will be paid 898.60 per month. Effective July 1, 1996, Sleepover staff will be paid 956.02 per month.
- 25.09 Senior Youth Worker positions have been established in the following Units: Ottawa West End, Downtown, East End, Young Women's Residential Services, Livius Sherwood Observation & Detention, Ottawa Youth Employment Services, and Vanier Youth Employment Services
- 25.10 (a) Classification of Employees on the salary scale shall be on the basis of seniority, experience, and education.
- (b) For purposes of classification, one year's experience will be considered to be equivalent to 2088 hours of work, pregnancy or parental leave.
- 25.11 Sleepover staff who are required by circumstances to work during a Sleepover shift shall be reimbursed for these hours of work at their usual part-time rate of pay rather than the Sleepover rate of pay. This Article does not refer to normal shift changes.

ARTICLE 26 - NO STRIKES, NO LOCKOUTS

- 26.01 The Union agrees that during the life of the Collective Agreement there will be no strikes, slowdowns or stoppages of work, either complete or partial or work to rule, and the Bureau agrees that there will be no lockouts.

ARTICLE 27 - TERM OF AGREEMENT

- 27.01 This Agreement shall be deemed to come into effect on the first day of June, 1995,

and shall remain in full force and effect up to and including December 31, 1996.

27.02 The Agreements shall remain in effect from year to year thereafter unless either party gives notice, in writing, not more than ninety (90) days or less than thirty (30) days prior to the expiration date in any year, of their desire to amend or terminate the Agreement. If notice of the desire to bargain is given by either party, the parties agree to meet within fifteen (15) days after receipt of such a notice in writing.

In the event of such notice, all conditions of this Agreement shall remain in effect until a new Agreement is signed, or until the conciliation process is completed, and the Local is entitled by law to commence a legal strike, and the Bureau is entitled by law to conduct a legal lockout.

DATED AT OTTAWA this 30 day of June, 1995

FOR THE BUREAU:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN:

YOUTH SERVICES BUREAU OF OTTAWA-CARLETON

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE, LOCAL 2195

BONA FIDE OCCUPATIONAL REQUIREMENTS

The Bureau agrees to provide the Local with a list of those positions for which language or gender are considered to be a Bona Fide Occupational Requirement during the life of this collective agreement.

YOUTH SERVICES BUREAU OF OTTAWA-CARLETON

Per: _____

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2195

Per: _____

LETTER OF UNDERSTANDING

BETWEEN:

YOUTH SERVICES BUREAU OF OTTAWA-CARLETON

AND:

C.U.P.E., LOCAL 2195

LONG TERM DISABILITY PLAN

In an attempt to reduce the cost of LTD premiums to employees and ensure that the Bureau can continue to access insurance coverage, the Bureau and the Union will collaborate with non-union staff and form a working group which will propose alternatives to the current LTD Plan.

YOUTH SERVICES BUREAU OF OTTAWA-CARLETON

Per: _____

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2195

Per: _____

LETTER OF UNDERSTANDING

BETWEEN:

YOUTH SERVICES BUREAU OF OTTAWA-CARLETON

AND:

C.U.P.E., LOCAL 2195

SCHEDULING

During 1995, the parties agree to form a working group to review scheduling practices. The group will make recommendations to the Labour-Management Committee regarding length of shifts, the scheduling of meetings when attendance is mandatory and other related issues.

YOUTH SERVICES BUREAU OF OTTAWA-CARLETON

Per: _____

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2195

Per: _____

LETTER OF UNDERSTANDING

BETWEEN:

YOUTH SERVICES BUREAU OF OTTAWA-CARLETON

AND:

C.U.P.E., LOCAL 2195

The parties agree that the following conditions will be considered to be incorporated under the provisions of Article 24 Pregnancy/Paternity Leave and shall be binding on all parties.

- the Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan;
(57(13)(h) of the UI Regulations)
- payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan;
(57(13)(g) of the UI Regulations)
- the Bureau will inform the Canada Employment and Immigration Commission of any changes in the plan within thirty days of the effective date of change;
(57(13)(g) of the UI Regulations)
- SUB payments will be financed by the Bureau. A separate accounting will be kept on SUB payments
(57(13)(e) of the UI Regulations)

The plan expiring date will be the termination date of the new Collective Agreements.

Compensation provided for under Article 24.06 will not be applicable to the Supplementary Unemployment Benefit Plan.

YOUTH SERVICES BUREAU OF OTTAWA-CARLETON

Per: _____

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2195

Per: _____



Youth Services Bureau of Ottawa-Carleton

Group Policy Number: G0091434

Class: All Employees excluding Contract Employees

Employee Name: _____

Certificate Number: _____

Welcome to Your Group Benefit Program

Group Policy Effective Date: October 01, 1992

As a valued employee, you are entitled to the medical and financial security of your Group Benefit Program, provided by Youth Services Bureau of Ottawa-Carleton in partnership with Manulife Financial.

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

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

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

Sincerely,

Dan Paré
Associate Executive Director

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How to Use Your Benefit Booklet



Designed with Your Needs in Mind

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

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

Important Note

The purpose of this booklet is to outline the benefits for which you are eligible as an Employee of Youth Services Bureau of Ottawa-Carleton. The information in this booklet is a summary of the provisions of the Group Policy. In the event of a discrepancy between this booklet and the Policy (available from your Plan Administrator), the terms of the Group Policy will apply.

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

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

Your Group Benefit Card

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

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

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

***Your Benefit Booklet
includes...***

Important Note

***Your Group Benefit
Card***

Explanation of Common Insurance Terms

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

Accident

Accident

an unexpected or unforeseen happening or event causing loss or injury.

Benefit Percentage (Co-insurance)

**Benefit Percentage
(Co-insurance)**

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

Covered Expenses

Covered Expenses

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

Deductible

Deductible

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

Dependent

Dependent

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

- Spouse

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

- Child

- your unmarried natural or adopted children, or stepchildren living in your home, who are:
 - under age 21, or under 25 if a full-time student;
 - not employed on a full-time basis; and
 - not eligible for insurance as an employee under this or any other Group Benefit Program.
- a child who is incapacitated on the date he or she reaches the age when insurance would normally terminate will continue to be an eligible dependent. However, the child must have been insured under this Benefit Program immediately prior to that date.

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

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

Explanation of Common Insurance Terms



Earnings

your regular rate of pay from your employer (prior to deductions), excluding regular bonuses and overtime pay. Earnings may include other income as agreed to in writing by your employer and Manulife Financial.

Earnings

For the purposes of determining the amount of your benefit at the time of claim, your earnings will be the lesser of:

- the amount reported on your claim form, or
- the amount reported by your employer to Manulife Financial and for which premiums have been paid.

Life-Sustaining Drugs

drugs which are necessary for the survival of the patient.

Life-Sustaining Drugs

Non-Evidence Limit

you must submit satisfactory medical evidence to Manulife Financial for Benefit Amounts greater than this amount.

Non-Evidence Limit

Provincial Plan

any plan which provides hospital, medical, or dental benefits established by the government in the province where the insured person lives and which is governed by the Canada Health Act.

Provincial Plan

Qualifying Period

a period of continuous and total disability which you must complete in order to qualify for disability benefits.

Qualifying Period

Take Home Pay (Net Earnings)

your earnings, less deductions normally made for federal and provincial income tax.

Take Home Pay (Net Earnings)

Waiting Period

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

Waiting Period

Ward

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

Ward

Why Group Benefits?

Why Group Benefits?

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

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

Private health care and disability programs supplement government plans and can provide benefits not available through any government plan, providing security for you and your family when you need it most.

Your Group Benefit Program is provided by Youth Services Bureau of Ottawa-Carleton, in partnership with The Manufacturers Life Insurance Company.

Your Plan Administrator

Your Plan Administrator

Your Plan Administrator is responsible for ensuring that all employees are covered for the Benefits to which they are entitled by submitting all required premiums, reporting all new enrolments, terminations, changes etc., and by keeping all records up to date.

As a member of this Group Benefit Program, it is up to you to provide your Plan Administrator with the necessary information to perform such duties.

Your Plan Administrator is _____ Phone Number: (____) _____ - _____
--

Please record the name of your Plan Administrator and contact number in the space provided.

Applying for Group Benefits

Applying for Group Benefits

To apply for Group Benefits, you must submit a completed Enrolment or Reinstatement Application form (Form #GL0001E), available from your Plan Administrator. Your Plan Administrator then forwards the application to Manulife Financial.

Making Changes

Making Changes

To ensure that coverage is kept up to date for yourself and your dependents, it is vital that you report any changes to your Plan Administrator. Such changes could include:

- change in Dependent Coverage
- change of Beneficiary
- change in Name
- applying for coverage previously waived

To make such changes, you must complete the Application for Change form (Form #GL0002E), available from your Plan Administrator.

The Claims Process



How to Submit a Claim

All claim forms, available from your Plan Administrator, must be correctly completed, dated and signed. Remember, always provide your Group Policy Number and your Certificate number (found on your Group Benefit Card) to avoid any unnecessary delays in the processing of your claim.

Your Plan Administrator can assist you in properly completing the forms, and answer any questions you may have about the claims process and your Group Benefit Program.

After completing the appropriate form, give it to your Plan Administrator for mailing to Manulife Financial. (You can mail your Extended Health Care and Dental claims directly to Manulife Financial.)

Payment of Extended Health Care and Dental Claims

Once the claim has been processed, Manulife Financial will send you a Claim Statement.

The top portion of this form outlines the claim or claims made, the amount subtracted to satisfy deductibles, and the benefit percentage used to determine the final payment to be made to you. If you have any questions on the amount, your Plan Administrator will help explain.

The bottom portion of this form is your claims payment, if applicable. Simply tear along the perforated line, endorse the back of the cheque and you can cash it at any chartered bank or trust company.

You should receive settlement of your claim within three weeks from the date of submission to Manulife Financial. If you have not received payment, please contact your Plan Administrator.

Co-ordination of Extended Health Care and Dental Care Benefits

If you or your dependents are insured for similar benefits under another Plan, Manulife Financial will take this into account when determining the amount of expenses payable under this Program.

This process is known as Co-ordination of Benefits. It allows for reimbursement of insured medical and dental expenses from all Plans, up to a total of 100% of the actual expense incurred.

Plan means:

- other Group Benefit Programs;
- any other arrangement of coverage for individuals in a group; and
- individual travel insurance plans.

Order of Benefit Payment

A variety of circumstances will affect which Plan is considered as the "Primary Carrier" (ie., responsible for making the initial payment toward the eligible expense), and which Plan is considered as the "Secondary Carrier" (ie., responsible for making the payment to cover the remaining eligible expense).

How to Submit a Claim

Claim Payment

*Co-ordination of
Extended Health Care
and Dental Care
Benefits*

*Order of Benefit
Payment*

The Claims Process

- If the other Plan does not provide for Co-ordination of Benefits, it will be considered as the Primary Carrier, and will be responsible for making the initial payment toward the eligible expense.
- If the other Plan does provide for Co-ordination of Benefits, the following rules are applied to determine which Plan is the Primary Carrier.

- For Claims incurred by you or your Dependent Spouse:

The Plan insuring you or your Dependent Spouse as an employee/member pays benefits before the Plan insuring you or your Spouse as a dependent.

In situations where you or your Spouse have coverage as an employee/member under more than one Plan, the order of benefit payment will be determined as follows:

- The Plan where the person is covered as an active full-time employee, then
 - The Plan where the person is covered as an active part-time employee, then
 - The Plan where the person is covered as a retiree.
- For Claims incurred by your Dependent Child:

The Plan covering the parent whose birthday (month/day) is earlier in the calendar year pays benefits first. If both parents have the same birthdate, the Plan covering the parent whose first name begins with the earlier letter in the alphabet pays first.

However, if you and your Spouse are separated or divorced, the following order applies:

- The Plan of the parent with custody of the child, then
 - The Plan of the spouse of the parent with custody of the child (i.e., if the parent with custody of the child remarries or has a common-law spouse, the new spouse's Plan will pay benefits for the Dependent Child), then
 - The Plan of the parent not having custody of the child, then
 - The Plan of the spouse of the parent not having custody of the child (i.e., if the parent without custody of the child remarries or has a common-law spouse, the new spouse's Plan will pay benefits for the Dependent Child).
- A claim for accidental injury to natural teeth will be determined under Extended Health Care Plans with accidental dental coverage before it is considered under Dental Plans.
 - If the order of benefit payment cannot be determined from the above, the benefits payable under each Plan will be in proportion to the amount that would have been payable if Co-ordination of Benefits did not exist.

The Claims Process



- If the insured person is also covered under an individual travel insurance plan, benefits will be co-ordinated in accordance with the guidelines provided by the Canadian Life and Health Insurance Association.

Submitting a Claim for Co-ordination of Benefits

To submit a claim when Co-ordination of Benefits applies, refer to the following guidelines:

- As per the Order of Benefit Payment section, determine which Plan is the Primary Carrier and which is the Secondary Carrier.
- Submit all necessary claim forms and original receipts to the Primary Carrier.
- Keep a photocopy of each receipt or ask the Primary Carrier to return the original receipts to you once your claim has been settled.
- Once your claim has been settled by the Primary Carrier, you will receive a statement outlining how your claim has been handled. Submit this statement along with all necessary claim forms and receipts to the Secondary Carrier for further consideration of payment, if applicable.

*Submitting a Claim for
Co-ordination of
Benefits*

Who Qualifies for Coverage?

Eligibility

You are eligible for Group Benefits if you:

- are a full-time employee of Youth Services Bureau of Ottawa-Carleton and work at least the Required Number of Hours,
- are a member of an eligible class,
- are younger than the Termination Age,
- are residing in Canada, and
- have completed the Waiting Period.

The Termination Age and Waiting Period may vary from benefit to benefit. For this information, please refer to each benefit in the section entitled Your Group Benefits.

Your dependents are eligible for insurance on the date you become eligible or the date you first acquire a dependent, whichever is later. You must apply for insurance for yourself in order for your dependents to be eligible.

Required Number of Hours

Full-time employee - 25 hour(s) per week

Evidence of Insurability

Medical evidence is required when you apply for insurance in excess of the Non-Evidence Limit.

Medical evidence is also required for all benefits, except Dental insurance, when you make a Late Application for insurance on any person.

Late Application

If you apply for benefits that were previously waived because you were covered for similar benefits under your spouse's plan, your application is considered late when you:

- apply for insurance more than 31 days after the date benefits terminated under your spouse's plan; or
- you apply for insurance and benefits under your spouse's plan have not terminated.

Medical evidence can be submitted by completing the Evidence of Insurability form, available from your Plan Administrator. Further medical evidence may be requested by Manulife Financial.

Effective Date of Coverage

- If Evidence of Insurability is not required, your Group Benefits will be effective on the date you are eligible.

Eligibility

Required Number of Hours

Evidence of Insurability

Late Application

Effective Date of Coverage

Who Qualifies for Coverage?



- If Evidence of Insurability is required, your Group Benefits will be effective on the date you become eligible or the date the evidence is approved by Manulife Financial, whichever is later.

You must be actively at work for insurance to become effective. If you are not actively at work on the date your insurance would normally become effective, your insurance will take effect on the next day on which you are again actively at work.

Your dependent's insurance becomes effective on the date the dependent becomes eligible, or the date any required evidence of insurability on the dependent is approved by Manulife Financial, whichever is later.

Your dependent's insurance will not be effective prior to the date your insurance becomes effective.

Termination of Insurance

Your Group Insurance will terminate on the earliest of:

- the date you cease to be an eligible employee,
- the date any required contribution is due but not paid,
- the date the Group Policy terminates, or
- the date you reach the Termination Age.

Your dependents' insurance terminates on the date your insurance terminates or the date the dependent ceases to be an eligible dependent, whichever is earlier.

***Termination of
Insurance***

Your Group Benefits

Employee Life Insurance

Employee Life Insurance

If you die while insured, this benefit provides financial assistance to your beneficiary. If your beneficiary dies before you or if there is no designated beneficiary, this benefit is payable to your estate.

The Benefit

Benefit Amount - 2 times your annual earnings, to a maximum of \$160,000

Non-Evidence Limit - \$160,000

Qualifying Period for Waiver of Premium - 119 days

Termination Age - your benefit amount reduces by 50% at age 65 and terminates at age 70 or retirement, whichever is earlier.

Waiting Period

3 months for employees hired on or prior to the Group Policy Effective Date

3 months for all other employees

Submitting a Claim

To submit an Employee Life Insurance claim, your beneficiary must complete the Life Claim form which is available from your Plan Administrator.

Documents necessary to submit with the form are listed on the form. Upon completion of the form, the necessary documents should be attached and the form returned to your Plan Administrator for mailing to Manulife Financial.

A completed claim form must be submitted within 90 days from the date of the loss.

To submit a claim for the Waiver of Premium benefit you must complete a Waiver of Premium claim form which is available from your Plan Administrator. Your attending physician must also complete a portion of this form. Upon completion, submit the form to your Plan Administrator for processing and submission to Manulife Financial.

A completed claim form must be submitted within 90 days from the end of the qualifying period.

Waiver of Premium

If you become Totally Disabled while insured and prior to age 65 and meet the Entitlement Criteria outlined below, your Life Insurance will continue without payment of premium.

Definition of Totally Disabled

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of:

- your own occupation, during the Qualifying Period and the 2 years immediately following the Qualifying Period

Employee Life - The Benefit

Employee Life Insurance - Submitting a Claim

Employee Life Insurance - Waiver of Premium

Employee Life Insurance - Totally Disabled

Your Group Benefits



- any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 2 years specified above

The availability of work will not be considered by Manulife Financial in assessing your disability.

Entitlement Criteria

To be entitled to Waiver of Premium, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Qualifying Period. If your disability is not continuous, Manulife Financial will apply separate periods of disability towards satisfying the Qualifying Period, provided:
 - no interruption between periods of disability is longer than 3 weeks, and
 - the disabilities are due to the same or related illness or injury.
- Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
 - your own occupation, during the Qualifying Period and the following 2 years, and
 - any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 2 years specified above.
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial.

Where there is a dispute over the nature and extent of your disability and/or the appropriateness of the care and treatment being provided to you, Manulife Financial may require an examination by an independent expert.

Termination of Waiver of Premium

Your Waiver of Premium will cease on the earliest of:

- the date you cease to be Totally Disabled, as defined under this benefit.
- the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:

**Employee Life
Insurance - Entitlement
Criteria**

**Employee Life
Insurance -
Termination of Waiver
of Premium**

Your Group Benefits

- your own occupation, during the Qualifying Period and the following 2 years, and

- any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 2 years specified above.

- the date you are no longer receiving from a physician, regular, ongoing care and treatment appropriate for the disabling condition, as determined by Manulife Financial.
- the date you do not attend an examination by an independent expert chosen by Manulife Financial.
- the date of your 65th birthday.
- the date of your death.

Recurrent Disability

If you become Totally Disabled again from the same or related causes as those for which premiums were previously waived and such disability recurs within 6 months of cessation of the Waiver of Premium benefit, Manulife Financial will waive the Qualifying Period.

Your amount of insurance on which premiums were previously waived will be reinstated.

If the same disability recurs more than 6 months after cessation of the Waiver of Premium benefit, such disability will be considered a separate disability.

Two disabilities which are due to unrelated causes are considered separate disabilities if they are separated by a return to work of at least one day.

Conversion Privilege

If your Group Benefits terminate or reduce, you may be eligible to convert your Employee Life Insurance to an individual policy, without medical evidence. You must apply for the individual policy, and pay the first monthly premium within 31 days of the termination of your Employee Life Insurance. If you die during this 31-day period, the amount of Employee Life Insurance available for conversion will be paid to your beneficiary or estate, even if you didn't apply for conversion.

For more information on the conversion privilege, please see your Plan Administrator.

Accidental Death and Dismemberment

If you sustain an injury through external, violent, and accidental means while insured, and suffer a loss specified in the Schedule of Losses below, this benefit provides financial assistance to you or your beneficiary. In the event of your death, the benefit is payable to your beneficiary. For all other losses, the benefit is payable to you.

The Benefit

Benefit Amount - 2 times your annual earnings, to a maximum of \$160,000

**Employee Life
Insurance - Recurrent
Disability**

**Employee Life
Insurance - Conversion
Privilege**

**Accidental Death and
Dismemberment**

AD&D - The Benefit

Your Group Benefits



Non-Evidence Limit - \$160,000

Termination Age - your benefit amount reduces by 50% at age 65 and terminates at age 70 or retirement, whichever is earlier

Waiting Period

3 months for employees hired on or prior to the Group Policy Effective Date

3 months for all other employees

Schedule of Losses

A loss shown in this schedule is covered provided it:

- is caused by accidental means, directly and independently of any other condition or cause;
- occurs within 365 days from the date of the injury; and
- is total and irreversible or irrecoverable.

The amount payable for each loss is a percentage of your Accidental Death and Dismemberment benefit which was in effect as of the date of the injury.

- Loss of Life - 100%
- Loss, or loss of use, of each Arm or Leg - 75%
- Loss, or loss of use, of each Hand; Loss of each Foot; Loss of Sight in each Eye - 66 2/3%
- Loss of Speech - 50%
- Loss of Thumb and Index Finger on the Same Hand - 33 1/3%
- Loss of Hearing in Each Ear - 25%

(No more than 100% of the amount for which you are insured under your Accidental Death and Dismemberment benefit will be paid for all losses which result from any one accident.)

Exposure

If a loss occurs due to exposure to the elements, after a conveyance in which you were travelling made a forced landing, or was lost, wrecked, stranded or sank, a benefit will be payable for that loss. The amount payable will be determined in accordance with the Schedule of Losses.

Disappearance

If you disappear after a conveyance in which you were travelling made a forced landing, or was lost, wrecked, stranded or sank, a benefit for loss of life will be payable if your body is not found within one year after the incident occurred.

AD&D - Schedule of Losses

AD&D - Exposure Coverage

AD&D - Disappearance Coverage

Your Group Benefits

AD&D - Submitting a Claim

Submitting a Claim

To submit an Accidental Death Claim, your beneficiary must complete a Life Claim form. To submit a Dismemberment Claim, you must complete an Accidental Dismemberment Claim form. Both forms are available from your Plan Administrator, and require a physician's statement. Upon completion, the form should be returned to your Plan Administrator for processing and submission to Manulife Financial.

A completed claim form must be submitted within 90 days from the date of loss.

AD&D - Waiver of Premium

Waiver of Premium

If your Employee Life Insurance premium is waived because you are totally disabled, the premium for this benefit will also be waived. (See Employee Life Insurance...Waiver of Premium).

AD&D - Exclusions

Exclusions

No Accidental Death & Dismemberment benefits are payable if the loss results from:

- suicide or self-inflicted injuries
- war or insurrection
- illness or disease, or the medical treatment of the same
- committing or attempting to commit an assault or criminal offence
- injuries sustained while operating a motor vehicle while under the influence of any intoxicant, including alcohol

Extended Health Care

Extended Health Care

If you or your dependents incur charges for any of the Covered Expenses specified, your Extended Health Care benefit can provide financial assistance.

The Benefit

Overall Benefit Maximum - Unlimited

Deductible - \$25 Individual, \$25 Family, per calendar year

Not applicable to:

Hospital Care

Out-of-Canada Emergency Medical Treatment

Note: *The deductible is not applicable to ManuAssist.*

- Deductible Carry-Forward

Extended Health Care - The Benefit

Your Group Benefits



Covered Expenses used to satisfy the deductible in the last 3 months of the calendar year may also be used to satisfy the deductible in the following year.

- Common Accident

If the members of one family incur Covered Expenses due to the same accident, only one individual deductible will apply for all such expenses.

Benefit Percentage (Co-insurance) -

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

Note:

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

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

The Benefit Percentage for ManuAssist is 100%.

Termination Age - employee's age 70 or retirement, whichever is earlier

Waiting Period

3 months for employees hired on or prior to the Group Policy Effective Date

3 months for all other employees

Covered Expenses

The expenses specified are covered to the extent that they are reasonable and customary, as determined by Manulife Financial, provided they are:

- medically necessary for the treatment of sickness or injury and recommended by a physician
- incurred for the care of a person while insured under this Group Benefit Program
- reasonable taking all factors into account
- not covered under the Provincial Plan or any other government-sponsored program
- legally insurable

Payment of any Covered Expenses under this benefit which may be purchased in large quantities will be limited to the purchase of up to a 3 months' supply at any one time.

Hospital Care

- charges, in excess of the hospital's public ward charge, for semi-private accommodation, provided:
 - the person was confined to hospital on an in-patient basis, and
 - the accommodation was specifically elected by the patient
- confinement in a convalescent care facility which starts within 14 days of discharge from a hospital, up to a maximum of 180 days per disability

*Extended Health Care -
Covered Expenses*

*Extended Health Care -
Hospital Care*

Your Group Benefits

Extended Health Care - Prescription Drugs

Prescription Drugs

- drugs or medicines dispensed by a licensed pharmacist, and which by law or convention require a written prescription of a physician or dentist
- oral contraceptives, intrauterine devices, and diaphragms
- injectable medications
- life-sustaining drugs
- non-prescription drugs and supplies required for the treatment of diabetes (excluding automatic jet injectors or similar equipment)

Charges for the following expenses are not covered:

- preventive vaccines (oral or injected)
- the administration of serums, vaccines, or injectable drugs
- drugs, biologicals and related preparations which are intended to be administered in hospital on an in-patient or out-patient basis and are not intended for a patient's use at home

Professional Services

Services provided by the following licensed practitioners:

- Physiotherapist - Unlimited
- Psychologist - \$500 per calendar year

Expenses for some of these Professional Services may be payable in part by Provincial Plans. Coverage for the balance of such expenses prior to reaching the Provincial Plan maximum may be prohibited by provincial legislation. In those provinces, expenses under this Benefit Program are payable after the Provincial Plan's maximum for the benefit year has been paid.

Recommendation by a physician for Professional Services is not required.

Medical Services and Supplies

For all medical equipment and supplies covered under this provision, Covered Expenses will be limited to the cost of the device or item that adequately meets the patient's fundamental medical needs.

Ambulance

- licensed ambulance service, including air ambulance, to and from the nearest hospital where adequate treatment is available

Medical Equipment

Extended Health Care - Medical Services and Supplies

- Ambulance

Your Group Benefits



- rental or, when approved by Manulife Financial, purchase of:

- Mobility Equipment: crutches, canes, walkers, and wheelchairs

- Durable Medical Equipment: manual hospital beds, respiratory and oxygen equipment, and other durable equipment usually found only in hospitals

Non-Dental Prostheses, Supports and Hearing Aids

- artificial eyes, limbs, and breast prostheses

- surgical stockings, up to a maximum of 4 pairs per calendar year

- surgical brassieres, up to a maximum of 4 per calendar year

- braces (other than foot braces), trusses, collars, leg orthosis, casts and splints

- stock-item orthopaedic shoes and modifications or adjustments to stock-item orthopaedic shoes or regular footwear (recommendation of either a physician or a podiatrist is required)

- custom-made shoes which are constructed by a Certified Orthopaedic Footwear Specialist (C.F.S.O.) and are required because of a medical abnormality, up to a maximum of 1 pair per calendar year

- casted, custom-made orthotics (recommendation of either a physician or a podiatrist is required)

- cost, installation, repair and maintenance of hearing aids (including charges for batteries), to a maximum of \$500 every 5 calendar year(s)

Other Supplies and Services

- ileostomy, colostomy and incontinence supplies

- medicated dressings and burn garments

- oxygen and diagnostic services

- charges for the treatment of accidental injuries to natural teeth or jaw, provided the treatment is rendered within 12 months of the accident, excluding injuries due to biting or chewing

Out-of-Province/Out-of-Canada

- emergency medical treatment of a sickness or injury which occurs while temporarily outside the province of residence, provided the insured person who receives the treatment is also covered by the Provincial Plan during the absence from the province of residence.

- Medical Equipment

- Non-Dental
Prostheses, Supports
and Hearing Aids

- Other Supplies and
Services

- Out-of-Province/
Out-of-Canada

Your Group Benefits

A medical emergency is a sudden, unexpected injury which occurs or an unforeseen illness which begins while an insured person is travelling outside his province of residence and requires immediate medical attention. Such emergency no longer exists when, in the opinion of the attending physician, the insured person is able to return to his province of residence.

- referral outside Canada for treatment which is available in Canada, to a maximum of \$3,000 every 3 calendar years.

If, while outside Canada on referral for medical treatment, the insured person requires treatment for a medical condition which is related directly or indirectly to the referral treatment, the total expenses payable for all treatment are subject to the maximum of \$3,000 every 3 calendar years.

For all non-emergency medical treatment out of Canada, Manulife Financial:

- requires that it be recommended by a physician practicing in Canada, and
- suggests that you submit a detailed treatment plan with cost estimates before treatment begins. You will then be advised of any benefit that will be provided.

Charges for the following are payable under this expense:

- physician's services
- hospital room and board at standard ward rates
- the cost of special hospital services
- hospital charges for out-patient treatment

The amount payable for these expenses will be the reasonable and customary charges less the amount payable by the Provincial Plan.

Charges incurred outside the province of residence for all other Covered Extended Health Care Expenses are payable on the same basis as if they were incurred in the province of residence.

ManuAssist

ManuAssist is a travel assistance program available for you and your insured dependents. The assistance services are delivered through an international organization, specializing in travel assistance.

The following services are provided, when required as a result of a medical emergency which occurs during the first 60 days while travelling outside your province of residence:

Medical Emergency Assistance

A Medical Emergency is a sudden, unexpected injury which occurs or an unforeseen illness which begins while an insured person is travelling outside his province of residence and requires immediate medical attention. Such emergency no longer exists when, in the opinion of the attending physician, the insured person is able to return to his province of residence.

Your Group Benefits



a) **24-Hour Access**

Multilingual assistance is available 24 hours a day, seven days a week, through telephone (toll-free or call collect), telex or fax.

b) **Medical Referral**

Referral to the nearest physician, dentist, pharmacist or appropriate medical facility, and verification of insurance coverage, is provided.

c) **Claims Payment Service**

If a hospital or other provider of medical services requires a deposit or payment in full for services rendered, and the expenses exceed \$200 (Canadian), payment of such expenses will be arranged and claims co-ordinated on behalf of the insured person.

Payment and co-ordination of expenses will take into account the coverage that the insured person is eligible for under a Provincial Plan and this benefit. If such payments are subsequently determined to be in excess of the amount of benefits to which the insured person is entitled, Manulife Financial shall have the right to recover the excess amount by assignment of Provincial Plan benefits and/or refund from you.

d) **Medical Care Monitoring**

Medical care and services rendered to the insured person will be monitored by medical staff who will maintain contact, as frequently as necessary, with the insured person, the attending physician, the insured person's personal physician and family.

e) **Medical Transportation**

If medically necessary, arrangements will be made to transfer an insured person to and from the nearest medical facility or to a medical facility in the insured person's province of residence. Expenses incurred for the medical transportation will be paid, as described under Medical Services and Supplies - Ambulance.

If medically necessary for a qualified medical attendant to accompany the insured person, expenses incurred for round-trip transportation will be paid.

f) **Return of Dependent Children**

If dependent children are left unattended due to the hospitalization of an insured person, arrangements will be made to return the children to their home. The extra

Your Group Benefits

costs over and above any allowance available under pre-paid travel arrangements will be paid.

If necessary for a qualified escort to accompany the dependent children, expenses incurred for round-trip transportation will be paid.

g) Trip Interruption/Delay

If a trip is interrupted or delayed due to an illness or injury of an insured person, one-way economy transportation will be arranged to enable each insured person and a Travelling Companion (if applicable) to rejoin the trip or return home. Expenses incurred, over and above any allowance available under pre-paid travel arrangements will be paid.

A Travelling Companion is any one person travelling with the insured person, and whose fare for transportation and accommodation was pre-paid at the same time as the insured person's fare.

If the insured person chooses to rejoin the trip, further expenses incurred which are related directly or indirectly to the same illness or injury, will not be paid.

h) After Hospital Convalescence

If an insured person is unable to travel due to medical reasons following discharge from a hospital, expenses incurred for meals and accommodation after the originally scheduled departure date will be paid, subject to the maximum shown in part l) of this provision.

i) Visit of Family Member

Expenses incurred for round-trip economy transportation will be paid for an immediate family member to visit an insured person who, while travelling alone, becomes hospitalized and is expected to be hospitalized for longer than 7 days. The visit must be approved in advance by Manulife Financial.

j) Vehicle Return

If an insured person is unable to operate his owned or rented vehicle due to illness, injury or death, expenses incurred for a commercial agency to return the vehicle to the insured person's home or nearest appropriate rental agency will be paid, up to a maximum of \$1,000 (Canadian).

k) Identification of Deceased

If an insured person dies while travelling alone, expenses incurred for round-trip economy transportation will be paid for an immediate family member to travel, if necessary, to identify the deceased prior to release of the body.

Your Group Benefits



l) **Meals and Accommodation**

Under the circumstances described in parts f),g),h),i), and k) of this provision, expenses incurred for meals and accommodation will be paid, subject to a combined maximum of \$2,000 (Canadian) per medical emergency.

Non-Medical Assistance

a) **Return of Deceased to Province of Residence**

In the event of the death of an insured person, the necessary authorizations will be obtained and arrangements made for the return of the deceased to his province of residence. Expenses incurred for the preparation and transportation of the body will be paid, up to a maximum of \$5,000 (Canadian). Expenses related to the burial, such as a casket or an urn, will not be paid.

b) **Lost Document and Ticket Replacement**

Assistance in contacting the local authorities is provided, to help an insured person in replacing lost or stolen passports, visas, tickets or other travel documents.

c) **Legal Referral**

Referral to a local legal advisor, and if necessary, arrangement for cash advances from the insured person's credit cards, family or friends, is provided.

d) **Interpretation Service**

Telephone interpretation service in most major languages is provided.

e) **Message Service**

Telephone message service is provided for messages to or from family, friends or business associates. Messages will be held for up to 15 days.

f) **Pre-trip Assistance Service**

Up-to-date information is provided on passport and visa, vaccination and inoculation requirements for the country where the insured person plans to travel.

Exceptions

Manulife Financial, and the company contracted by Manulife Financial to provide the travel assistance services described in this benefit, will not be responsible for the availability, quality, or results of any medical treatment, or the failure of an insured person to obtain medical treatment or emergency assistance services for any reason.

Emergency assistance services may not be available in all countries due to conditions such as war, political unrest or other circumstances which interfere with or prevent the provision of any services.

Your Group Benefits

How to Access ManuAssist - Your ManuAssist Card

Your ManuAssist card lists the toll free numbers to call in case of an emergency, while travelling outside your province. The toll free number will put you in touch with the international travel assistance organization.

Your ManuAssist card also lists your I.D. number and group policy number, which the travel assistance organization needs to confirm that you are covered by ManuAssist.

If you do not have a ManuAssist Card, please contact your Plan Administrator.

Submitting a Claim

To submit an Extended Health Care claim, you must complete an Extended Health Care Claim Form (Form #GL0013E), available from your Plan Administrator.

Once you have completed the form, attach all applicable receipts and mail it directly to Manulife Financial.

All claims must be submitted within 12 months after the date the expense was incurred. However, upon termination of your insurance, all claims must be submitted no later than 90 days from the termination date.

Claims for Out-of-Canada expenses must first be submitted to the Provincial Plan for payment. Any outstanding balance should be submitted to Manulife Financial, along with the explanation of payment from the Provincial Plan.

Exclusions

No Extended Health Care benefits are payable for expenses related to:

- self-inflicted injuries
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion
- committing or attempting to commit an assault or criminal offence
- an illness or injury for which benefits are payable under any government plan or workers' compensation
- charges for periodic check-ups, broken appointments, third party examinations, travel for health purposes, or completion of claim forms
- services or supplies provided by an employer's medical or dental department
- services or supplies for which no charge would normally be made in the absence of insurance
- services or supplies which are not permitted by law to be paid
- services or supplies which are required for recreation or sports
- services or supplies which would have been payable by the Provincial Plan if proper application had been made

**Extended Health Care -
Submitting a Claim**

**Extended Health Care -
Exclusions**

Your Group Benefits



- medical treatment which is not usual or customary, or is experimental or investigational in nature
- medical or surgical care which is cosmetic

Dental Care

If you or your dependents require any of the dental services specified under Covered Expenses, your Dental Care benefit can provide financial assistance.

The Benefit

Deductible - \$25 Individual, \$50 Family, per calendar year

- Deductible Carry-Forward

Covered Expenses used to satisfy the deductible in the last 3 months of the calendar year may also be used to satisfy the deductible in the following year.

- Common Accident

If the members of one family incur Covered Expenses due to the same accident, only one individual deductible will apply for all such expenses.

Dental Fee Guide - 1992 Fee Guide for General Practitioners for your Province of Residence

Benefit Percentage (Co-insurance) -

100% for Level I - Basic Services

100% for Level II - Supplementary Basic Services

Benefit Maximums

\$1,000 per calendar year combined for Level I and Level II

Termination Age - employee's age 70 or retirement, whichever is earlier

Waiting Period

3 months for employees hired on or prior to the Group Policy Effective Date

3 months for all other employees

Covered Expenses

The following expenses are covered if they:

- are incurred for the necessary dental care of an insured person while insured under this benefit
- are incurred for services provided within the scope of the licence of the person providing the service

Dental Care

*Dental Care - The
Benefit*

*Dental Care - Covered
Expenses*

Your Group Benefits

- are reasonable as determined by Manulife Financial, taking all factors into account, and
- do not exceed the fees recommended in the Dental Fee Guide, or reasonable and customary charges as determined by Manulife Financial, if the expenses are not listed in the Dental Fee Guide.

Level I - Basic Services

- one complete oral exam during any 2 calendar years
- full-mouth x-rays during any 2 calendar years
- recall exams, bitewing x-rays, light scaling and polishing, and fluoride treatments, twice per calendar year
- routine diagnostic and laboratory procedures
- initial oral hygiene instruction, plus one recall
- fillings, retentive pins and pit and fissure sealants
- pre-fabricated full coverage restorations (stainless steel crowns), excluding crowns of porcelain fused to metal, acrylic, plastic, gold, porcelain and other substances
- space maintainers (appliances placed for orthodontic purposes are not covered)
- minor surgical procedures and post surgical care
- extractions (including impacted and residual roots)
- consultations, anaesthesia, and conscious sedation
- denture repairs, relines and rebases
- injection of antibiotic drugs when administered by a Dentist in conjunction with dental surgery

Level II - Supplementary Services

- surgical procedures not included in Level I (excluding implant surgery)
- periodontics (treatment of gum disease)
- endodontics (root canal therapy)

Alternate Treatment

Where any two or more courses of treatment covered under this benefit would produce professionally adequate results for a given condition, Manulife Financial will pay benefits as if the least expensive course of treatment were used. Manulife Financial will determine the adequacy of the various courses of treatment available, through a professional dental consultant.

**Dental Care - Level I -
Basic Services**

**Dental Care - Level II -
Supplementary
Services**

**Dental Care - Alternate
Treatment**

Your Group Benefits



Pre-Determination of Benefits

If the cost of any proposed dental treatment is expected to exceed \$400, Manulife Financial suggests that you submit a detailed treatment plan, available from your dentist, before the treatment begins. You can then be advised of the amount you are entitled to receive under this benefit.

***Dental Care -
Pre-Determination of
Benefits***

Submitting a Claim

To submit a claim, you and your dentist must complete a Dental Claim form (Form #GL0011E), available from your Plan Administrator. Once the form has been completed, you can submit it directly to Manulife Financial.

***Dental Care -
Submitting a Claim***

All claims must be submitted within 12 months after the date the expense was incurred. However, upon termination of your insurance, all claims must be submitted no later than 90 days from the termination date.

Exclusions

No Dental Care benefits will be payable for expenses resulting from:

***Dental Care -
Exclusions***

- self-inflicted injuries
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion
- committing or attempting to commit an assault or criminal offence
- dental care which is cosmetic
- broken dental appointments
- services which are payable by any government plan
- services or supplies provided by an employer's medical or dental department
- services or supplies for which no charge would normally be made in the absence of insurance
- treatment rendered solely to correct the vertical dimension or temporomandibular joint dysfunction
- replacement of removable dental appliances which have been lost, mislaid or stolen
- laboratory fees which exceed reasonable and customary charges

Survivor Extended Benefit

If you die while your dependents are insured under this Group Benefit Program, Manulife Financial will continue the Extended Health Care and Dental Care benefits without payment of premium, until the earliest of:

***Survivor Extended
Benefit***

Your Group Benefits

- the date your dependent is no longer a dependent, according to the definition of dependent (see Explanation of Common Insurance Terms),
- the date similar coverage is obtained elsewhere,
- the date which is 2 years from your death, or
- the date the Group Policy terminates.

Long Term Disability

If you become Totally Disabled while insured and meet the Entitlement Criteria for this benefit, Manulife Financial will pay a disability benefit.

Definition of Totally Disabled

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of:

- your own occupation, during the Qualifying Period and the 2 years immediately following the Qualifying Period
- any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 2 years specified above

The availability of work will not be considered by Manulife Financial in assessing your disability.

The Benefit

Benefit Amount - 50% of your monthly earnings, to a maximum of \$3,500

Non-Evidence Limit - \$3,500

Qualifying Period - 119 days

- Benefits are payable from the end of the Qualifying Period. Benefits are not payable for or during the Qualifying Period.
- You must be receiving regular, ongoing care and treatment from a physician during the Qualifying Period in order for benefits to be payable at the end of the Qualifying Period.

Maximum Benefit Period

- 5 years, but not beyond age 65, for Total Disability Benefits

- 2 years, but not beyond age 65, for Partial Disability Benefits

Termination Age - age 65 less the Qualifying Period, or retirement, whichever is earlier

Waiting Period

Long Term Disability

*Long Term Disability -
Definition of Totally
Disabled*

*Long Term Disability -
The Benefit*

Your Group Benefits



3 months for employees hired on or prior to the Group Policy Effective Date
3 months for all other employees

Entitlement Criteria

To be entitled to disability benefits, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Qualifying Period. If your disability is not continuous, Manulife Financial will apply separate periods of disability towards satisfying the Qualifying Period, provided:
 - no interruption between periods of disability is longer than 3 weeks, and
 - the disabilities are due to the same or related illness or injury.
- Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
 - your own occupation, during the Qualifying Period and the following 2 years, and
 - any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 2 years specified above.
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial.

Where there is a dispute over the nature and extent of your disability and/or the appropriateness of the care and treatment being provided to you, Manulife Financial may require an examination by an independent expert.

Periods for Which You are Not Entitled to Benefits

You are not entitled to benefit payments for any period that you are:

- not receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial
- receiving Unemployment Insurance maternity or parental benefits
- on lay-off during which you become Totally Disabled
- on leave of absence during which you become Totally Disabled, unless your employer is required to pay benefits during this period as a result of legislation, regulation or case law
- receiving benefits under an employer-sponsored salary continuance or short term wage loss replacement plan

**Long Term Disability -
Entitlement Criteria**

**Long Term Disability -
Periods for Which You
are Not Entitled to
Benefits**

Your Group Benefits

- working in any occupation, except as provided for under the Partial Disability Benefit provision
- incarcerated in a prison, correctional facility, or mental institution by order of authority of a criminal court

Amount of Disability Benefit Payable

The amount of disability benefit payable to you is the Benefit Amount shown above reduced by any disability benefits you receive or are entitled to receive from the following sources for the same or related disability:

- Workers' Compensation or similar coverage
- Canada or Quebec Pension Plans, including dependent benefits
- any government motor vehicle automobile insurance plan or policy, unless prohibited by law

If necessary, the amount of your benefit will be further reduced so that your total income from all sources does not exceed 85% of your pre-disability gross earnings (net earnings, if your benefit is non-taxable). All sources include those sources stated above and any benefit you are entitled to receive from:

- any group, association or franchise plan
- any retirement or pension plan
- earnings or payments from any employer, including severance payments and vacation pay
- self-employment
- any government plan, excluding Unemployment Insurance Benefits

Once benefits become payable, the amount of your benefit will not be affected by any subsequent cost of living increase in benefits you are receiving from other sources.

Cost of Living Adjustment

Commencing with your January payment after benefits have been payable for 12 months and with each subsequent January payment, you are eligible for a cost of living adjustment in your disability benefit.

The amount of the adjustment will be based on the change in the Consumer Price Index for the 12 month period ending September 30th of each year, to a maximum of 3%.

Subrogation

If your disability is caused by another person and you have a legal right to recover damages, Manulife Financial will request that you complete a subrogation reimbursement agreement when you submit your Long Term Disability claim.

On settlement or judgement of your legal action, you will be required to reimburse Manulife Financial those amounts you recover which, when added to the disability benefits that Manulife Financial paid to you, exceed 100% of your lost income.

***Long Term Disability -
Amount of Disability
Benefit Payable***

***Long Term Disability -
Cost of Living
Adjustment***

***Long Term Disability -
Subrogation***

Your Group Benefits



Tax Status of Benefits

The tax position of any payments you receive under this benefit depends on whether you or your employer pays the cost of the benefit.

If your employer pays a portion or all of the cost, then any disability benefit payments you receive will be taxable. If you pay the full cost of the benefit, then any disability benefit payments you receive will be non-taxable.

Payment of Disability Benefits

Disability benefit payments will be made monthly in arrears. Any payment for a period of less than one month will be made at a daily rate of one-thirtieth of your monthly benefit amount.

Partial Disability Benefit

If you become Partially Disabled after qualifying for Disability Benefits, Manulife Financial will pay a Partial Disability Benefit, as outlined below.

- Definition of Partially Disabled

During a period of 2 years following the Qualifying Period, you will be considered Partially Disabled if you are able to work in your own occupation but, due to your disability, you can only do so in a reduced capacity such that your pre-disability earnings are reduced by 15% or more.

After this period, you will be considered Partially Disabled if, due to your disability, you can only work in a reduced capacity in any occupation such that your pre-disability earnings are reduced by 15% or more.

- Amount of Partial Disability Benefit Payable

The amount of the partial disability benefit payable to you is determined as follows:

- your disability benefit (see Amount of Disability Benefit Payable) reduced by 50% of your employment income, if you return to work, or
- 50% of your disability benefit, if you do not return to work

If necessary, this amount will be reduced so that your total income from all sources does not exceed 85% of your pre-disability earnings. To account for inflation, each January your pre-disability earnings will be adjusted by the change in the Consumer Price Index for the preceding year.

- Vocational Rehabilitation Expense Benefit

If, while receiving disability benefits, you become involved in vocational rehabilitation approved by Manulife Financial, expenses reasonably associated with your rehabilitation will be payable by Manulife Financial, provided:

- the expenses have been pre-approved by Manulife Financial
- the charges are reasonable, and are not payable through any other source

Expenses which will be considered under this benefit are:

*Long Term Disability -
Tax Status*

*Long Term Disability -
Payment of Disability
Benefits*

*Long Term Disability -
Partial Disability Benefit*

*- Definition of Partially
Disabled*

*- Amount of Partial
Disability Benefit
Payable*

*- Vocational
Rehabilitation Expense
Benefit*

Your Group Benefits

- rehabilitation assessment, including work capacity assessment and placement assistance
- vocational counselling, re-training or education, and non-medical rehabilitation devices

Re-Employment Subsidy Benefit

If, after you qualify for disability benefits, you are unable to return to your previous job because of your disability, but you do return to alternate employment, Manulife Financial will subsidize your employer during the first 3 months of your employment.

The amount of the subsidy benefit will be the lesser of:

- 50% of your first 3 months' earnings, or
- an amount equal to your Long Term Disability benefit for one month

The benefit is payable to your employer after you have worked for 3 continuous months.

Termination of Benefit Payments

Your disability benefit payments will cease on the earliest of:

- the date you cease to be Totally Disabled, as defined under this benefit, except as provided for under the Partial Disability Benefit.
- the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability such that you are prevented from performing the essential duties of:
 - your own occupation, during the Qualifying Period and the following 2 years, and
 - any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 2 years specified above.

If you are receiving a partial disability benefit, benefits will cease on the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury limits you to returning to work in a reduced capacity, as defined under the Partial Disability Benefit.

- the date you do not attend an examination by an independent expert chosen by Manulife Financial.
- the date on which benefits have been paid up to the Maximum Benefit Period for this benefit.
- the date you reach the Termination Age for this benefit.
- the date of your death.

**Long Term Disability -
Re-Employment
Subsidy Benefit**

**Long Term Disability -
Termination of Benefit
Payments**

Your Group Benefits



Recurrent Disability

If you become Totally Disabled again from the same or related causes within 6 months of cessation of your Long Term Disability benefit payments, Manulife Financial will treat the disability as a continuation of your previous disability.

You will not be required to satisfy the Qualifying Period. The benefit payable to you will be based on your earnings as at the date of your previous disability. Benefits for all such recurrent disabilities will not be paid for a combined period longer than the Maximum Benefit Period for this benefit.

If the same disability recurs more than 6 months after cessation of benefit payments, such disability will be considered a separate disability.

Two disabilities which are due to unrelated causes are considered separate disabilities if they are separated by a return to work of at least one day.

Waiver of Premium

The premium for your Long Term Disability benefit will be waived during any period you are entitled to receive Long Term Disability benefit payments.

Survivor Benefit

If you die while disability benefits are payable, Manulife Financial will pay a benefit to your surviving dependents. If there are no surviving dependents, the benefit is payable to your estate.

The amount of the Survivor Benefit payable is (3) times your last monthly benefit payment, less the amount of any outstanding benefit overpayments.

Submitting a Claim

To submit a claim, you must complete the Long Term Disability claim form which is available from your Plan Administrator. Your attending physician must also complete a portion of this form. Upon completion, please return the form to your Plan Administrator for processing and submission to Manulife Financial.

A completed claim form must be submitted to Manulife Financial within 90 days from the end of the Qualifying Period.

Exclusions

No benefits are payable for any disability related to:

- self-inflicted injuries or illnesses.
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion.
- medical or surgical care which is cosmetic.

***Long Term Disability -
Recurrent Disability***

***Long Term Disability -
Waiver of Premium***

***Long Term Disability -
Survivor Benefit***

***Long Term Disability -
Submitting a Claim***

***Long Term Disability -
Exclusions***

Your Group Benefits

- the committing of or the attempt to commit an assault or criminal offence.
- abuse of addictive substances, including drugs and alcohol, unless you are actively participating and co-operating in a medical treatment program for substance abuse which has been approved by Manulife Financial.
- a Pre-Existing Condition which causes disability within the first 24 months of your Long Term Disability coverage. A Pre-Existing Condition is any illness or injury for which you were treated or attended by a physician, or for which you took prescribed drugs, within 90 days prior to the effective date of your coverage.

Effective Planning for Financial Security



Effective Planning for Financial Security

Through your Group Benefit Program with Manulife Financial, Youth Services Bureau of Ottawa-Carleton has taken the first step toward providing financial security for you and your family.

The next step is up to you.

Your Insurance Representative - Ready to Lend a Hand

The same representative who takes care of your Group Benefit Program can help you supplement those Benefits with a personalized plan of financial security for you and your family.

***Your Insurance
Representative - Ready
to Lend a Hand***

Mr. Tom Deacon can help you meet those needs with:

- Individual Life Insurance, to ensure financial protection for your family;
- Financial Planning assistance - to help plan for the future today;
- Registered Retirement Savings Plans - to help plan for a retirement free of financial worries; and
- additional Disability Income coverage - so that no matter what happens, you and your family will be taken care of.

If you are concerned with future security for yourself and your family, give Mr. Tom Deacon a call.

Your Group Benefit Program has been arranged by:

Mr. Tom Deacon
Smith, Petrie, Carr & Scott
301 O'Connor Street
Ottawa, Ontario
K2P 1V6
(613) 237 - 2871

Notice Of Change



Group Policyholder

Group Policy Number

Effective Date
of Change

Youth Services Bureau of Ottawa-Carleton

G0091434

August 01, 1997

This Notice Of Change is an update to the information contained in your Benefit Booklet. We suggest you read the information carefully and keep it with your Booklet.

A change has been made to your Group Benefits Program provided by the above Group Policyholder. The details of the change are outlined below. If you have any questions concerning the change, please contact your Plan Administrator.

- Under the Extended Health Care Benefit, Vision Care has been added to your Group Benefit Program.

The Deductible is not applicable to the Vision Care Benefit. The Co-insurance is 100% for Vision Care. The Vision Care Benefit includes the following: eye exams, once per calendar year, purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, to a maximum of \$100.00 during any 2 calendar years. If contact lenses are required to treat a severe condition, or if vision in the better eye can be improved to a 20/40 level with contact lenses but not with glasses the maximum payable will be \$200.00 during any 2 calendar years. Visual Training is covered to a maximum of \$200.00 per lifetime.

Notice Of Change

Youth Services Bureau of Ottawa-Carleton

G0091434

February 01, 1997

This Notice Of Change is an update to the information contained in your Benefit Booklet. We suggest you read the information carefully and file it in the benefit pouch of your Booklet.

A change has been made to your Group Benefits Program provided by the above Group Policyholder. The details of the change are outlined below. If you have any questions concerning the change, please contact your Plan Administrator.

- The Dental Fee Guide has been upgraded to the "1996 Fee Guide for General Practitioners for your Province of Residence".



Group Policyholder

Group Policy Number

*Effective Date
of Change*