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NO.	97	07	01
TOTAL	99	09	01
NO. OF EMPLOYEES	190		
NO. OF EMPLOYEES	24		

COLLECTIVE AGREEMENT
BETWEEN
MARIANHILL, PEMBROKE, ONTARIO
AND
THE CANADIAN UNION OF .PUBLICEMPLOYEES
AND ITS LOCAL 2764

RECEIVED

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ARTICLE 1- PREAMBLE

1:01 Preamble

The general purpose of this Collective Agreement is to establish mutually satisfactory employment relations between the Employer and the Union covered by this Agreement. It provides the means for prompt settlement of grievances, negotiations and for final settlement of disputes which may relate to salaries, hours of work and other conditions of employment.

1:02 - Definitions

The following definitions shall be applied to this Agreement:

- a) The word "employee" or "employees" wherever used in this Agreement shall mean only the employee in the bargaining unit defined in article 3 :01 unless the context otherwise provides.
- b) "Supervisor" or "Immediate Supervisor", when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.
- c) A full-time employee is an employee hired to work the full normal work schedule.
- d) A regular part-time employee is an employee hired to work on a regular basis less than fifty-six (56) hours per pay and for whom there is a predetermined work schedule and who has made a written commitment to Marianhill to be available for work.
- e) A temporary part-time employee is one who is employed on a relief or replacement basis and who may be called as required by the Home.
- f) For the purpose of calculation of continuous service, time will not be credited for an unpaid long term leave of absence in excess of seventeen (17) weeks, except for employees on a leave of absence provided under Article 22:04, 22:05 and 31:04.
- g) Short term unpaid leave (22.07 b) will be defined as under thirty (30) calendar days, which can be approved by the Department Head. During this time, all benefits (Article 25) will be maintained by the Employer.

- h) Long term unpaid leave (22.07 b) will be defined as thirty (30) calendar days or more, except for employees on a leave of absence provided under Article 22:04, 22:05 and 31:04. During the long term unpaid leave, all benefits (Article 25) shall be maintained by the Employer. At his option, the employee on leave in excess of seventeen (17) weeks, may carry the benefits in Article 25 by paying the full cost of such benefits.

ARTICLE 2 - MANAGEMENT RIGHTS

2:01 -

The Union recognizes that the Employer has the regular and customary rights of management, except insofar as such rights are modified or limited by this Agreement. The question of whether one of these rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.

The Union agrees that the regular and customary rights of Management generally include the right:

- a) to maintain order, discipline and efficiency and to establish, revise from time to time and enforce reasonable rules and regulations to be observed by the employees (these rules and regulations must be consistent with the provisions of the Collective Agreement and such rules shall be posted by the Employer on the bulletin board of each department and a copy sent to the Union).
- b) to hire, discharge, direct, transfer, classify, promote, demote, suspend or discipline its employees, and increase or decrease the working force.

ARTICLE 3 RECOGNITION

3:01 Recognition

The Employer recognizes the Canadian Union of Public Employees and its Local 2764 as the sole and exclusive bargaining agent for all lay employees of Marianhill, owned and operated by the Grey Sisters of the Immaculate Conception at Pembroke, Ontario, save and except supervisors, persons above the rank of supervisor, the Coordinator of Recreation, the Co-ordinator of Volunteers, the Coordinator of Pastoral Care, the Coordinator of Social Work, Registered and Graduate Nurses, Secretary to the Chief Executive Officer and the Payroll Clerk.

ARTICLE 4 - NO OTHER AGREEMENT

4:01 -

No employee shall be required or permitted to make ~~an~~ agreement with the Employer or his representative which conflicts with the terms of this Collective Agreement.

ARTICLE 5 - WORK OF BARGAINING UNIT

5:01 -

Employees whose jobs are not in the bargaining unit shall not work on any other jobs which are included in the bargaining unit, except for the purpose of instruction, assessment, in emergencies or when regular employees are not available and provided that the performing of the aforementioned operations, in itself, does not cause the lay-off or a reduction in the regular hours of work of any employee in the bargaining unit.

ARTICLE 6 - NO DISCRIMINATION

6:01 - No Discrimination

The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status nor by reason of his membership or non-membership or activity in the Union, or for any other reason.

ARTICLE 7 - CHECK-OFF OF UNION DUES

7:01 - Check-off Payments

The Employer shall deduct from every employee any monthly dues, in accordance with the Union constitution and/or by-laws and owing by him to the Union.

7:02 -

- a) Deductions shall be forwarded to the Secretary-Treasurer not later than the 15th day of the following month, accompanied by a list of names of the employees from whose wages the deductions have been made.

- b) The employer shall provide each employee with a statement of income and deductions for income tax purposes, which shall include the deductions for union dues.
- c) The Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer might incur- as a result of such deduction and remittance.

ARTICLE 8 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

§:01 - New Employees

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

§:02 - Copies of Agreement

- a) The Union and the Employer desire every employee to be familiar with the provisions of the Agreement and his rights and obligations under it. For this reason it is agreed that a sufficient number of copies will be printed to allow each employee and Management representative to have his own copy.
- b) The Employer and the Union will equally share the cost of printing the Collective Agreement.

§:03 - Union Familiarization

A new employee will have the opportunity to meet with his/her Union Steward or Officer for fifteen (15) minutes during working hours in the first month of employment, without loss of remuneration.

ARTICLE 9 - CORRESPONDENCE

9:01

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Executive Officer of the Home and the secretary of the Union.

ARTICLE 10 - LABOUR MANAGEMENT RELATIONS

10:01 - Representation

The Union shall notify the Employer in writing of the names of the Union's officers, stewards and committee members who are chosen in accordance with this Agreement and they shall thereupon be recognized by the Employer as the representatives of the Union. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

10:02 - Bargaining Committee

- a) A Union Bargaining Committee shall be appointed and consist of not more than six (6) members of the Union. The Employer shall not be obliged to maintain the wages of more than three (3) employees. The Union will advise the Employer of the Union nominees to the committee and the three (3) members who are to be paid. Payment will not include overtime and will be only for time spent related to the bargaining process.
- b) **An** employer bargaining committee shall be appointed and consist of not more than six (6) representatives of the Employer. The Employer will advise the Union of the Employer nominees to the committee.

10:03 - Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when meeting with the Employer. Such representatives shall, subject to prior arrangement with the Chief Executive Officer, have access to the Employer's premises at any time in order to investigate and assist in the settlement of grievances.

10:04 Labour Management Committee

A Labour-Management Committee shall be established consisting of appropriate numbers of representatives of the Union and the Employer. The Union will be permitted to have a maximum of four (4) representatives on this committee.

The Labour-Management committee shall not have the jurisdiction to consider matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

The committee shall meet as required at a mutually agreeable time and place. A request for a meeting will be made in writing prior to the date proposed and will be accompanied by an agenda of matters proposed to be discussed. Employees shall not suffer any loss of pay for time spent with this committee under the same conditions as outlined in paragraph 10.02 a).

An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of each meeting of the committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting, and distributed to all members of the committee.

10:05 - TIME OFF FOR A MEETING

"Any grievor(s) or representative(s) of the union Grievance Committee who is in the employ of the Employer, shall have the right to attend grievance meeting with the Employer within working hours. Such attendance shall be without loss of regular remuneration, and in the case of part-time employees, shall not result in a rescheduling of hours.

10:06 - Facilities for Grievances

The Employer shall provide the necessary facilities for the grievance meetings provided for in clause 10:05 above.

10:07 - Time Off Workplace Safety & Insurance Board - (WCB)

The Employer agrees to recognize a Workplace Safety & Insurance Board Representative selected or elected by the Union. Such time spent in meetings will be deemed as time worked and compensated accordingly."

ARTICLE 11 - E PROCEDURE

11:01 - Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect up to a total of six (6) stewards. One steward shall be appointed as Chief Steward. In the absence of a steward from a department, the Chief Steward shall act as that department's steward. Only the Steward of the applicable department shall be granted leave (as provided for in article 11:05) to attend grievance hearings. The Chief Steward or his designate shall be allowed leave (as provided for in article 11:05) to assist the departmental steward at step two (2) of the grievance procedure.

11:02 - Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the department(s) he represents and the name of the Chief Steward, before the Employer shall be required to recognize him.

11:03 - Grievance Committee

The Grievance Committee shall consist of two (2) representatives of the Union, one of which may be the President.

The Union acknowledges that stewards have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without obtaining permission from their immediate supervisor who will be advised of the type of Union business to be performed during the requested absence. Such permission shall be granted by the Supervisor. When resuming their regular duties after engaging in duties on behalf of the Union, stewards will report to their Supervisor immediately upon their return. Any Union representative who is privileged by this Agreement to take up Union business in a department other than his own will also report to the Supervisor in charge of that department at the time.

11:04 - Definition of a Grievance

A grievance shall be in writing and shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the Collective-Agreement. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than fifteen (15) calendar days before the filing of the grievance.

11:05 - Settling of Grievances

Nothing herein shall prevent an individual employee from discussing a complaint with his immediate Supervisor or Department Head. The aggrieved employee(s) shall submit the grievance to his steward. **An** earnest effort shall be made to process and settle grievances fairly and promptly in the following manner:

Stex, 1

If the Steward considers the grievance to be justified, the employee(s) concerned, together with the Steward, shall first seek to settle the dispute with the employee's Department Head or designate by presenting a written statement of the grievance, within fifteen (15) calendar days of the date the circumstances giving rise to the matter occurred.

Stex, 2

Failing a satisfactory decision and settlement of the matter within seven (7) calendar days after the matter was presented at Step 1, the employee(s) concerned, with the Chief steward may within seven (7) further calendar days, submit the grievance to the Chief Executive Officer of the Home or his designate and at the same time advise the Chief Executive Officer of the redress sought. The Chief Executive Officer of the Home or his designate shall render a decision in writing within seven (7) calendar days after receipt of the grievance.

Stex, 3

Failing satisfactory settlement being reached in Step 2, the Union may refer the matter to arbitration in accordance with the provisions of Article 12 providing such is done within twenty-one (21) calendar days from the date the Employer's answer in Step 2 is made.

11:06 - Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2, by the Local Union President or designate, within fifteen (15) calendar days following the circumstances giving rise to the complaint or grievance.

ARTICLE 12 - ARBITRATION

12:01 - Composition of Board of Arbitration

When the Union requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators shall then meet to select an impartial chairman.

12:02 - Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairman within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

12:03 - Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance or a discipline grievance by any arrangement which it deems just and equitable.

12:04 - Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of arbitration to reconvene the Board to clarify the decision, which he shall attempt to do within five (5) days.

12:05 - Expenses of the Board

Each party shall pay:

- 1) fees and expenses of the arbitrator it appoints;
- 2) one-half (1/2) of the fees and expenses of the Chairman

The time limits fixed in both the grievance and arbitration procedures may only be extended by consent of both parties to this Agreement. Should any grievance not be submitted within the time limits specified, it shall be considered to have been abandoned.

12:06 -Witness

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance. Such witnesses shall suffer no loss of pay, benefits or seniority; provided that the Employer shall not be obliged to maintain the wages of more than three employees called as witnesses by the Union at any one hearing.

ARTICLE 13 - DISCHARGE AND SUSPENSION

13:01 - Discharge Procedures

An employee who has completed the probationary period may be dismissed for just cause and upon the authority of the Employer. Such employee and the Union shall be advised promptly in writing by the Employer of such discharge or suspension.

13:02 - May Omit Grievance Steps

An employee considered by the union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11 -- Grievance Procedure within seven (7) working days after such discharge or suspension. Step 1 of the grievance procedure shall be omitted in such cases.

13:03 - Unjust Suspension or Discharge

An employee who is found to have been unjustly suspended or discharged shall be immediately reinstated in his former position without loss of seniority. He shall be compensated for all time lost in the amount equal to his normal earnings or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

13:04 - Warning and Reprimands

Whenever the employer or its representatives deems it necessary to issue verbal or written warnings, the employee shall be advised of his right to have a representative of the Union present. All warnings, verbal or otherwise, shall be given in private so as to protect the dignity of the employee. A copy of such warning shall be sent to the Union within seven (7) working days.

13:05 - Adverse Report/Disciplinary Record

The Employer shall notify an employee in writing of dissatisfaction concerning his work within two (2) calendar weeks of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his record for use against him at any time. This Article shall be applicable to any complaint or accusation or disciplinary measure which may be detrimental to an employee's advancement or standing with the Employer. The employee's reply to such complaint, accusation, expression of dissatisfaction or disciplinary measure shall be in writing and within two (2) weeks of notification from the employer and shall become part of his/her record. Any adverse report or disciplinary measure of an employee shall not be used against him/her after eighteen (18) months of such complaint accusation or expression of dissatisfaction or disciplinary measure. Any such report(s) shall be removed from the employee's file and discarded, with the exception of cases of incidents involving third party interface, i.e., residents, family or staff, where the record will remain on file, unless such incidents have been exonerated through the investigation and/or grievance procedure.

ARTICLE 14 - SENIORITY

14:01 - Seniority Defined

- a) Seniority is defined as the length of continuous service with the Employer, retroactive to the last date of hiring. **An** employee who has completed his probationary period, as set out in Article 14:03 below, shall have his name placed on the seniority list with seniority effective as of the last date of hiring.
- b) Part-time employees seniority will be based on the number of hours worked, and on paid leave of absence. Part-time employees will have equivalent of one (1) year's service for each 1,950 hours worked.
- c) The principle of seniority shall operate on a bargaining-unit-wide basis and seniority for part-time employees shall be considered as being separate and apart from seniority for full-time employees. However, when an employee transfers from the part-time service to the full-time service and vice versa, his seniority shall carry forth to the new position.

- d) **An** employee on Workmen's Compensation shall continue to accumulate seniority for a maximum of twelve (12)-months, and shall retain his seniority thereafter, without further accumulation. Calculation of seniority for part-time employees shall be on the basis of the average of time worked per week using the preceding six (6) months of work record before the accident.

14:02 • Seniority List

The Employer shall maintain a seniority list showing the date upon which the service of each employee, who has completed his probationary period, commenced. **An** up-to-date seniority list shall be sent to the Union and posted on the bulletin board in January and July of each year.

14:03 • Probation of Newly Hired Employees

- a) Newly hired employees shall be on a probationary basis for a period of 60 (Sixty) working shifts or 6 (Six) months, whichever comes first, for part-time employees and three (3) months for full-time employees from the date of hiring. During the probationary period employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge.
- b) Temporary full-time positions will be first offered to qualified employees in the Department according to seniority and secondly to outside the Department in accordance with Article 15.01. Should an employee be the successful applicant, he/she shall be returned to her/his former position at the end of the term.
- c) A temporary part-time employee is one who is hired for a specific term to replace an employee who will be on approved leave of absence, absence due to W.C.B. disability, sick leave, maternity/paternity leave, Christmas vacations and to relieve during the vacation period. The release or discharge of such persons at the end of their term shall not be the subject of a grievance or arbitration. The Employer will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy and the conditions relating to such employment.

Seniority for temporary part-time shall be on a separate list from the regular part-time list.

If they apply for a regular part-time position and are the successful applicant, they would carry over their seniority from their temporary part-time after serving a probationary period of thirty (30) shifts or three (3) months whichever comes first..

14:04 - Loss of Seniority

An employee shall lose seniority rights in the event:

- a) he is discharged for just cause and is not reinstated;
- b) he resigns;
- c) he is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer;
- d) he fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address. **An** employee recalled for casual work or employment of short duration not exceeding a period of two (2) weeks, at a time when he is employed elsewhere, shall not lose his recall, rights for refusal to return to work. In the case the employee refuses such offer, then the job can be filled for two weeks without posting.
- e) he is laid off for a period of more than twenty-four (24) months;
- f) he overstays a leave of absence without permission of the Employer, unless for just cause;
- g) after maternity leave or adoption leave has expired
- h) if an employee retires
- i) does no work for the company for a period of twenty-four (24) months unless legislation dictates otherwise.
- J) at the end of a temporary contract.

14:05 - Transfers and Seniority Outside of the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. Upon completion of a one (1) year period, his seniority will become null and void in the bargaining unit. If such an employee later returns to the bargaining unit, he shall be placed in a job consistent with his seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

14:06 • Proof of Registration

A Registered Practical Nurse is required to present to the Director of Care or designate by February 15th of each year, his/her certificate of competence, accompanied by an annual registration payment card. The Employer agrees to attach a memo to the pay stubs of each employee so affected with the first pay period in December of each year stating this requirement. The Employer further agrees to post such reminder on the schedule board for the months of December, January and February of each year.

Failure to provide proof of the above may result in disciplinary action. If, through no fault of the employee, the college has failed to deliver to the registrant his/her registration, no discipline shall occur.

If reinstatement is required it shall be effective within seventy-two (72) hours following the date and time of presentation of proof of the above. It is understood that such reinstatement shall not result in overtime compensation.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15:01 - Job Posting

- a) When a vacancy occurs and is one which the Employer wishes to fill, or a new position is created in the bargaining unit, the Employer will post notice of the position on the bulletin board for a period of ten (10) calendar days so that all members will know about the position and be able to make written application therefore.
- b) No postings are required for students employed during the school summer vacation period, and the Christmas vacation period, providing this will not interfere with the normal hours of work of the relief staff.

15:02 - Information on Postings .

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate range. These qualifications shall not be established in a discriminatory manner.

15:03 - Role of Seniority

Each party recognizes:

- a) The principle of promotion within the service of the employer.
- b) That job opportunity should increase in proportion to length of service.
- c) The Employer may fill a vacant full-time position with a part-time employee for a period not to exceed five (5) weeks while they seek a suitable permanent appointment to fill the vacant position.

15:04 -

Therefore, in making staff changes, transfers, or promotions to a position which has been posted, appointment shall be made of the applicant having the required qualifications but where two or more applicants have the required qualifications, the appointment shall be given to the one such applicant who has the greatest seniority. Appointments from within the bargaining unit shall be made within three (3) weeks of posting unless a further extension is mutually agreed.

15:05 -

Wherever an employee voluntarily transfers to another classification that has a wage rate equivalent to, or lower than the wage rate of his or her former classification, he or she shall carry his or her service progression as earned in former classification for the purpose of placement on the wage range of the new classification. Whenever an employee is promoted to a classification that has a wage rate higher than his or her former classification, he or she shall receive the rate on the range of the new classification next higher than the amount received in the former classification. Service progression shall be counted from the date of promotion.

15:06 - Union Notification

- a) The Union shall be notified in advance of all job postings, vacancies, new positions, i.e. resignations, etc., and also the Union shall be notified of all successful appointees to the vacancies, job postings and new positions. These conditions apply for all positions within the bargaining unit.
- b) On all job postings which occur, the Union shall be notified who the employee was that has created the vacancy. The Employer shall post on the bulletin board, the name of the successful applicant to the job posting within ten (10) working days.
- c) The Employer agrees to inform the Union in writing of any plans to increase the complement of part-time employees and the reasons for the planned increase. This shall not apply for persons hired for summer holiday relief. The notification shall be given to the Union at least 60 (Sixty) days prior to the anticipated effective date of implementation.

15:07 -

When a member of the bargaining unit is the successful applicant, he shall be notified within one (1) week of his selection. He shall be given a familiarization period of two (2) months. Conditional on satisfactory service, the employee shall be declared permanent in the posted position after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the familiarization period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

ARTICLE 16 -LAY-OFFS AND RECALLS

Definition of a Layoff

A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

16.01 Notice of Layoff

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

- (i) provide the Union with not less than twenty (20) calendar days written notice for employees in the McCluskey Centre and eight (8) weeks written notice for all other employees of the proposed layoff or elimination of positions; and
- (ii) provide to the affected employee of the McCluskey Centre if any, with not less than twenty (20) calendar days written notice and all other employees if any, with not less than eight (8) weeks written notice or pay in lieu thereof.

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

16.02

Layoffs are to begin in the classifications of temporary, regular part-time employees first with full-time employees laid off last.

16.03 - The Role of Seniority in Layoffs and Recalls

Both parties recognize that job security shall increase in proportion to the number of hours worked. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority.

An employee in receipt of notice of layoff may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in the Employment Standards Act .
- (c) opt to retire, if eligible under the terms of the pension plan; or
- (d) displace another employee who has lesser bargaining unit seniority in the bargaining unit if the employee originally subject to layoff has the qualifications to meet the normal requirements of the job. **An** employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with the provisions pertaining to notice of layoff.

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

An employee who is subject to layoff other than a layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above. If an employee bumps into a position having seniority but not the necessary qualifications, the employer agrees to hold that position open for the employee for a period not to exceed twelve (12) months so the employee can obtain the necessary qualifications. The Employee's health benefits will be maintained for the period of absence.

16.04 - Recall

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

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

16.05

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

16.06

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

16.07

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

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

Both parties recognize that job security shall increase in proportion to the number of hours worked. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority.

When a member of the bargaining unit displaces/bumps into a position in the bargaining unit, he/she shall be granted a familiarization period of two (2) months.

16.08 - Grievances on Layoff

Grievances concerning lay-offs effected in accordance with this Article shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 17 - HOURS OF WORK

17:01 -Normal Daily Hours

- a) The normal daily hours of work for regular full-time employees, exclusive of thirty (30) minutes for meal period, shall be 7-1/2 hours per day. Meal times shall be allocated by the Employer within each 8 hour period.

- b) The normal hours of work for part-time employees exclusive of thirty (30) minutes for meal period shall not exceed fifty-six (56) hours per pay period save and except during emergencies.
- c) The normal hours of work for part-time employees will be divided equitably as determined by the Guaranteed Hours Committee based on employee seniority.
- d) Part-time employees will be called in rotation according to their seniority for all available extra hours.
- e) If an employee wishes to change the posted shift schedule, this request must be submitted in writing, signed by both employees and submitted to the Department Head or his/her designate, three (3) days prior to the requested shift change. The Department Head or his/her designate shall not unreasonably refuse such request. Such replacement may be either a full-time or a part-time employee. In any event, it is understood that such change shall not result in overtime compensation or payment, and also is understood that both employees voluntarily wish to switch the requested shift change. Shift changes allowed shall not exceed the number of weeks of the posted schedule.
- f) The schedule shall consist of six (6) consecutive weeks, shall be posted two (2) weeks in advance and shall not be changed without prior notice. Prior to altering a full-time employee's schedule, the Employer will utilize a regular part-time or temporary employee to meet its staff requirement. Failing to give a part-time employee forty-eight (48) hours' notice shall result in the employee being paid one and one-half (1 1/2) for all hours worked or the shift that was cancelled, whichever is greater.
- g) Preference of shifts shall be given to regular part-time employees over temporary employees or students.

17:02 - Normal Days of Work - Full-Time

The normal days of work shall be a total of ten (10) days per pay period and any and all employees may be required to work a shift schedule. Work schedules shall be posted on the bulletin board, at least two (2) weeks in advance. Should a scheduled shift be changed and the affected employee not given five (5) working days notice the first day of the new schedule shall be paid at the rate of time and one-half (1 1/2).

17:03 - No Split Shifts

No employee shall be required to work a split shift.

17:04 - Weekends to Allow Equality of Distribution

For employees, weekends will be planned to allow equality of distribution where possible. Days off shall be scheduled consecutively when practicable. Employees will be scheduled to allow at least two (2) weekends off in every five (5). Where possible, full-time employees will be scheduled to allow for every second weekend off.

17:05 - Call-In

If called into work after a shift has clearly begun, or if not given enough call in time to report to work before the shift starts, the employee shall be paid for the full-time worked plus one (1) hour, but not an amount exceeding seven and one-half (7 1/2) hours of pay.

17:06 - Paid Rest Period

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second half of a full shift, seven and one-half (7 1/2) hours. If an employee's shift is four (4) hours, he/she shall be entitled to a rest period of fifteen (15) consecutive minutes; if an employee's shift is three (3) hours, he/she shall be entitled to a rest period of ten (10) consecutive minutes. Rest periods shall be scheduled by the immediate supervisor.

17:07 - Shift Premium

Effective November 24, 1996, a shift premium of forty-five cents (.45) per hour will be paid to employees who work on a shift where more than half of the hours fall between the hours of 1600 hours and 0800 hours.

17:08 - Rest Between Shifts

Full-time employees shall be provided with twelve (12) hours rest between shifts in Dietary and fifteen (15) hours rest between shifts in all other departments and any work performed within these rest periods shall be at overtime rates.

ARTICLE 18 - OVERTIME

18:01 - COMPENSATION OUTSIDE SCHEDULED HOURS

- a) Authorized work approved by the Employer and performed by the employee beyond seven and one-half (7 1/2) hours in a day, shall be paid for at the rate of time and one-half (1 1/2).
- b) Notwithstanding the above, authorized work approved by the employer and performed by Respite Workers beyond twelve (12) hours in the day, shall be paid at the rate of time and one half (1 1/2) for those working the night shift, for Respite Workers working the day shift, overtime will be paid after eight (8) hours in the day. In any event, overtime will be paid for time worked in excess of thirty-seven and one-half (37 1/2) hours in any one (1) week.

18:02 - Sharing of Overtime

Overtime and call-back time shall be assigned as equitably as possible among the employees who are willing and qualified to perform the available work.

18:03 - Call Back Pay Guarantee

An employee who is called back to work outside his regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

18:04 - Standby

The Assistant Supervisor of Building Services will be paid one dollar and twenty-five cents (\$1.25) per hour for each hour he is required to be on standby.

ARTICLE 19 - PAID HOLIDAYS

19:01 - Holidays to be Observed - Full-Time

- a) The following shall be observed by the Employer as paid holidays for full-time employees:

New Year's Day	Civic Day
Heritage Day	Labour Day
(3rd Mon. in Feb)	Thanksgiving Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	Floating Holiday
Canada Day	

Plus any other day proclaimed hereafter by the Federal or Provincial government shall be recognized as an additional holiday.

An employee may take the floating holiday at any time, subject to the approval of the employer.

- b) Pay for regularly scheduled Work on a Paid Holiday
An employee who is not scheduled to work the above paid holidays shall receive holiday pay equal to one day's pay. **An** employee who is scheduled to work shall be paid at a rate of time and one-half (1 1/2) his regular wages for the day and the Employer shall give the employee a holiday on a mutually agreeable time or if by December 1, the employee has not requested all his/her Statutory Holidays, he/she shall be scheduled off before December 15.
- c) If a paid holiday is observed on a full-time employee's schedule day off and the employee does not work on that day, the employee shall be allowed another day off with pay at a mutually agreed time.

- d) **An** employee off on Worker's Compensation Benefits will have their statutory holiday(s) scheduled on the actual holiday.

19:02 - Pay for Regularly Scheduled Work on a Paid Holiday

- a) A part-time employee who **is** scheduled to work on any of the following days:

New Year's Day
Good Friday
Victoria Day
Canada Day

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

Shall be paid at the rate of time and one-half (1 ½) times regular rate for each hour worked on the above holiday.

- b) A part-time employee who does not work on a paid holiday named in 19:02 a) and who does not qualify for the holiday pay as set out in 19:02 a) shall not be entitled to a holiday pay.

19:03 -

In order to qualify for any of the holidays mentioned above, an employee must have worked on his last schedule work day immediately preceding and work the scheduled work day immediately following the holiday, unless the absence is due to an authorized leave of absence, or paid sick leave.

19:04 -

Employees covered by this Agreement shall have either Christmas or New Year's Day off. Employees who are required to work either Christmas or New Years, shall have four (4) consecutive days off at either Christmas or New Years. Wherever possible, this provision will apply to regular part-time employees.

Article 20 - ANNUAL VACATION

20:01 -

Annual vacations, with pay, are granted in recognition of continuous service, so that employees may be free from regular duties of employment to enjoy a period of rest and relaxation. Vacation entitlement is based on calendar years of service for all staff.

20:02 -

- a) Full-time employees are entitled to accrued vacation allowance for each year of service as follows:
 - The first 3 years of service, two (2) weeks off or seventy-five (75) hours at regular straight time pay.
 - On completion of three (3) years, three (3) weeks off or one hundred and twelve and one-half (112 1/2) hours at regular straight time pay.
 - On completion of nine (9) years, four (4) weeks off or one hundred and fifty (150) hours at regular straight time pay.
 - On completion of fifteen (15) years, five (5) weeks off or one hundred and eighty-seven and one-half (187 1/2) hours at regular straight time pay. Full time employees to be eligible to receive consecutive vacation time off, must file an application with the Department Head or his/her designate before March 31st. The Employer, while reserving the final right of approval of an employee's request for consecutive vacation time, must advise the employee prior to the May 1st posting.

- b) Part-time employees are entitled to 4% for the first three (3) years of service, 6% on completion of three (3) years, 8% on completion of nine (9), 10% on completion of fifteen (15) years and over. Part-time employees, to be eligible to receive consecutive vacation time off, must file an application with the Department Head or his/her designate before March 31st. The Employer, while reserving the final right of approval of an employee's request for consecutive vacation time must advise the employee prior to the May 1st posting.

- c) "Vacation preference shall be granted subject to the operational requirements of the Home and subject to the employee's seniority. Vacation days off are to be taken within the calendar year." Employees who are receiving Worker's Compensation Benefits as of November 1st and have not used their full vacation entitlement shall have their vacation scheduled. In order to accommodate Article 19.04, no vacation will be granted between December 15 and January 15. Special requests will be reviewed by the C.E.O. or his/her designate, on an individual basis. Such requests will not be unreasonably withheld.

- d) Part-time employees have the option of receiving their vacation pay by way of a separate cheque, provided that they give two (2) weeks notice in writing to the Employer's Payroll Department.

20:03 - Compensation for holiday Falling within Vacation Schedule

If a paid holiday is observed during an employee's annual vacation period, he shall be allowed an extra day of paid vacation.

20:04 - Calculation of Vacation Pay

Employees shall receive their vacation pay prior to the beginning of their vacation period, provided that employees notify the pay office three (3) weeks before the start of their vacation period.

20:05 - Vacation Pay on Termination

An employee whose employment is terminated at a time when he has earned vacation to his credit shall be paid the unused portion of his vacation credits.

20:06 - Preference in Vacations

Preference for vacation periods shall be given to employees in accordance with the employee's seniority.

20:07 - Vacation Schedule

Vacation schedules shall be posted by May 1st of each year and shall not be changed unless by agreement between the Employer and the affected employee.

20:08 - When Vacation to Commence

Vacation shall commence on the day following an employee's regularly scheduled day off.

20:09 - Unbroken Vacation Period

An employee shall be entitled to receive his annual vacation in an unbroken period unless otherwise agreed between the Employer and the employee.

ARTICLE 21 - SICK LEAVE

21:01 - Sick Leave Defined

Sick leave means the period of time a full-time employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or because of an accident for which compensation is not payable under the Workmen's Compensation Act.

21:02 - Annual Paid Sick Leave

Each regular full-time employee shall accumulate sick leave at the rate of one and one-half (1-1/2) days per calendar month for each month worked, to be available for use in case of absence because of personal illness. Paid vacation leave and paid sick leave shall be considered as time worked.

21:03 - Deduction from Sick Leave

Employees who are absent because of illness shall have the number of days absent deducted from their accumulated sick leave credit.

21:04 - Proof of Illness

Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. If payment for certificate is required, it will be at the employer's expense. Failure to meet this requirement may be cause of disciplinary action. The employee will notify the employer as promptly as possible of sickness and employees will notify the Employer prior to their return.

21:05 - Sick Leave During Leave of Absence

When an employee is given a leave of absence without pay for any reason, or is laid off on account of lack of work, he shall not continue to accumulate sick leave and shall not be entitled to receive pay for sickness for the period of such absence, but shall retain his accumulated credit, if any, existing at the time of such leave or lay-off.

21:06 - Sick Leave Records

Upon request, but not more than once a year: an employee shall be given the opportunity to verify his sick leave credits.

21:07 - Extension of Sick Leave

, **An** employee who has exhausted his sick leave credits and requires an extension of his sick leave without pay, may present an application of extension for sick leave to the Chief Executive Officer. Such leave shall be considered as an unpaid leave of absence, during which time the employee is not entitled to accumulated benefits (Article 25), sick leave credits, paid holidays or annual vacation subject to the same conditions described in Article 1.02, sub-articles a) to h). The employee may opt to pay the full cost of his benefits under Article 25.

21:08 - Worker's Compensation

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

21:09 - Payment for Unused Sick Leave On Severance of Employment

- a) Where a full-time employee, having more than two and one-half (2-1/2) consecutive years of service ceases to be employed by the Employer for reasons of resignation or retirement, there shall be paid to him, or in the case of his death, to his designated beneficiary or Estate, an amount equal to half his accumulated sick leave credits computed on the salary received at the time of resignation or retirement of employment, said payment not to exceed eighty (80) days salary.
- b) At a full-time employee's written request, the payment of this allowance on resignation or retirement of employment, as provided herein shall be:
 - i) A lump sum payment at the time of resignation or retirement, or
 - ii) Held over either partially or entirely to the next taxation year following the resignation or retirement of employment.

21:10 - Annual Medical Examination

All full-time employees will be allowed to use one sick day, from their sick bank, for their required annual medical examination. Application for such leave shall be submitted in writing to the Department Head at least one (1) week in advance.

21:11

A full-time employee shall earn special leave credits with pay up to a maximum of two (2) days per calendar year. Special leave credits may only be used for the following purposes; serious household or domestic emergency including illness in the immediate family of an employee and when no one at the employee's home, other than the employee, can provide for the care of the ill immediate family member. Such leave will not be unreasonably withheld. The Employer may request proof of occurrence. If a full-time employee has used all of their special leave, he/she may request a leave of absence without pay. This leave will be effective April 1, 1996.

ARTICLE 22 - LEAVE OF ABSENCE

22:01 - Leave of Absence for Union Functions

- a) Leave of absence without pay will be granted, upon request, to employees elected to represent the Local at Union functions. Such leaves shall not exceed a total of ten (10) days per year for any individual employee. It is agreed that no more than two (2) employees from the Nursing Department and one (1) employee from any other department be granted leave under this article; it is further agreed that no more than three (3) employees may be absent at any one time. Where possible, applications for such leave must be received by the Employer not less than one (1) week in advance of the date of commencement of the leave.
- b) **An** employee shall receive the pay and benefits provided for in this agreement and accumulate seniority while on unpaid leave of absence for Union functions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence. In calculating payment for part-time employees, payment shall include the percentage in lieu of benefits.
- c) If an employee requesting leave of absence without pay to represent the Local at a Union function is scheduled to work the 12:00 midnight to 8:00 A.M. shift the previous and following shift will be granted off without pay and compensated for as in 22:02 b) above, provided:
 - i) two (2) weeks notice has been given; and
 - ii) the duration of the meeting extends beyond 7:00 P.M.

22:02 - Leave of Absence for Full-Time Union Duties

An employee who is selected for a full-time position with the Union shall be granted leave of absence without pay or welfare benefits but without loss of seniority for a period of up to one (1) year.

22:03 - Bereavement Leave

An employee shall be entitled to bereavement leave without loss of pay or benefits as herein provided. Such leave shall apply to part-time employees for days that they are scheduled to work. The following relatives are covered by the provisions of this article: Parents, Spouse, Brother, Sister, Son, Daughter, Grandparents, Grandchildren, Mother-in-Law, Father-in-Law, Common Law Spouse and same sex spouse; an entitlement of three (3) days shall be granted, which must be consecutive and must normally be taken to coincide with the funeral of the deceased person. Additional days shall not be granted if any of the consecutive days are on regular days off. **An** additional day shall be granted if the funeral is held beyond a **200** mile radius of the Home.

22:04 - Parental/Pregnancy Leave

Parental and pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child who intends to treat the child as his or her own.

An employee who is pregnant and who has been employed for at least thirteen (13) weeks, immediately preceding the expected date of birth shall be entitled, upon her written application, to a pregnancy leave of absence without pay for a maximum of seventeen (17) weeks from employment.

An employee who has completed at least thirteen (13) weeks of continuous service and who is the parent of a child is entitled to a parental leave of absence without pay for a maximum of eighteen (18) weeks following:

- (a) the birth of a child; or
- (b) the coming of the child into the custody, care and control of a parent for the first time.

The employee shall give written notification two (2) weeks prior to the commencement of the leave together with the expected date of return.

The employee has the right to extend the parental/pregnancy leave to twelve (12) months in total. Written notice by the employee to extend the parental leave will be given at least two (2) weeks prior to the termination of the initially approved leave. Credit for service for purposes of salary increment, vacation or sick leave shall continue to accrue for a maximum of seventeen (17) weeks of pregnancy leave and eighteen (18) weeks of parental leave. In addition, credit for the purposes of promotion, demotion, transfer or layoff shall continue to accrue for a maximum of seventeen (17) weeks of pregnancy leave and eighteen (18) weeks of parental leave. The Employer will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for a maximum of seventeen (17) weeks of pregnancy leave and eighteen (18) weeks of parental leave.

For part-time employees, credit for seniority for purposes of promotion, demotion, transfer or layoff shall continue to accrue for a maximum of seventeen (17) weeks of pregnancy leave and eighteen (18) weeks of parental leave on the basis of what the employee's normal regular hours of work would have been.

The employees' intention to return to work on the date originally provided to the Employer shall be reconfirmed by written notification at least two (2) weeks in advance thereof.

Subject to any changes to the employee's status which would have occurred had the employee not been on pregnancy/parental leave, the employee shall be reinstated to her former position and at the same rate of pay.

22.05 - Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror in any court. The employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any legal procedures in which the Employer is a party to such proceedings shall be considered as time worked with entitlement to the regular rate of pay. The above conditions will apply to part-time employees in the event that they are scheduled to work on the respective days.

22:06 - Authorized Leave of Absence - Unpaid - Short Term/Long
Term

Preamble

Written requests for any leave of absence without pay will be considered on an individual basis by the Employer. All requests for such leave are to be made as far in advance as possible.

a) Unpaid Short Term Leave

Short term leave will be defined as under thirty (30) calendar days, which can be approved by the Department Head. During this time, All BENEFITS (Article 25) will be maintained by the Employer.

b) Unpaid long Term Leave

In this instance, Department Heads do not have the authority to grant leave of absence. All such requests are to be made to the Chief Executive Officer or his/her designate as far in advance as possible and she will determine whether such leave will be granted. Employees are responsible for full payment of subsidized employee benefits for any leave of thirty (30) days or more in accordance with Article 1.02, sub-articles A to H. Employees are not entitled to any credit for sick leave, paid holidays, annual vacation, seniority or credits for service for the purpose of entitlement to advancement on the salary grid, when on authorized long term leave. The employee shall make every reasonable effort to give the Employer at least two week's notice of their intention to return to work from a leave of absence or long-term sick leave.

On return from surgery or long term leave of absence in excess of six (6) months, the employer may at the discretion of the Health Nurse or on the request of the employee and in consultation with the Department Manager and the employee develop a work hardening schedule for the employee. This schedule is not expected to exceed two calendar weeks unless mutually extended in writing between the Union and the Employer. Such work hardening schedule shall not be in violation of the Collective agreement. The Union shall receive a copy of each work hardening schedule.

ARTICLE 23 - WAGES AND ALLOWANCES

23:01 - Pay Days

The Employer shall pay salaries and wages every second Thursday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

23:02 - Uniform Allowance

Employees required by the employer to wear uniforms will receive uniform allowance for the cost of purchasing and laundering their own uniform in the following manner:

Full-time - Effective January 01, 1992, Eighty dollars (\$80.00) per year payable in January of each year.

Part-time - Effective January 01, 1992 five cents (.05c) per hour for each hour worked.

23:03 - Sick Leave And Vacation Credits

Effective April 1st, 1990 and every April 1st thereafter, the Employer will provide each employee with a statement of the employee's current sick leave and vacation credits.

Article 24 - JOB DESCRIPTIONS AND RECLASSIFICATIONS

24:01 (a)

The Employer shall provide the Union with copies of all existing job descriptions of Positions within the bargaining unit.

24:01 (b)

In the event that a new or changed occupational classification is decided upon by the Employer as necessary to its operation, the wage rate shall be first determined and acted upon by the Employer. Thereafter, the Employer shall immediately notify the Union by registered mail of the action taken. If no formal protest is lodged in writing to the Employer by the Union within one (1) month of the date of such notice, the new or changed occupational classification shall be deemed to have become a modification of Schedule "A" of this agreement. In the event a formal protest is made by the Union, the parties shall arrange for a meeting for the purpose of endeavouring to resolve any differences. If such differences between the parties are not resolved by such means within thirty (30) days, then the dispute may be submitted to arbitration in the same manner as a grievance. Such grievance shall be originated at Step 2 of the Grievance Procedure.

ARTICLE 25 - WELFARE BENEFITS

25:01 - Dental Plan

The Employer agrees to pay 75% of the premium of the Green Shield Dental Plan with riders 1 and 2 (current ODA rates as they may be amended from time to time), or of a plan providing equivalent benefits for full-time employees.

25:02 - Employer Contribution to Health Care Plan

The employer agrees to pay 100% of the Premium of the Green Shield Extended Health Care Plan or equivalent to full time employees.

25:03 - Life Insurance

The employer agrees to pay 100% premium for a group life insurance policy of two times (2x) annual salary for full time employees.

25:04 - Pension Plan

It is agreed that the current Pension Plan shall remain as a Benefit; it is understood that the Employer may improve the conditions of the Plan. The employer also agrees to make appropriate information available for the current Pension Plan to be assessed.

ARTICLE 26 - BULLETIN BOARDS

26:01 -

The Employer shall provide a bulletin board upon which the Union Executive or Secretary will have the right to post notices of meetings or other matters of interest to employees.

The Employer can require removal of anything considered objectionable.

ARTICLE 27 - STANDARD/DAYLIGHT SAVING TIME CHANGE

27:01 -

At the time of change from Standard to Daylight Saving Time or vice-versa, the time change will take place at 2:00 A.M. Employees so affected shall be paid for a regular shift.

ARTICLE 28 - HEALTH AND SAFETY COMMITTEE

28:01 -

The Employer and the union agree to a Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act of Ontario. The Employer acknowledges the right of the Union to appoint or elect two (2) members from CUPE Local 2764, on the Joint Health and Safety Committee. Time spent by the J.H.S.C. representatives in the performance of their duties shall be without **loss** of remuneration, seniority and benefits.

ARTICLE 29 - NO STRIKES OR LOCKOUTS

29:01

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of the Agreement, there shall be no strike or stoppage of work either complete or partial, and the Employer agrees that there will be no lockout.

ARTICLE 30 - JOB SECURITY

30:01 - Contracting Out

The Employer may contract out work provided that no employee suffers a reduction of normal hours of work or of lay-off as a direct result of the contracting out.

ARTICLE 31 - CHANGES IN AGREEMENT

31:01

Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this Agreement, in writing.

31:02 - Retirement

Retirement shall ordinarily take place on the first day of the month following an employee's 65th birthday. Retirement dates may be extended at the sole and unfettered discretion of the Company. Employees interested in extending their retirement date shall advise the Company of this interest in writing, no later than (60) sixty days before their 65th birthday. The Union shall be notified in writing of any extension.

31:03 - Personnel Files

An employee shall be permitted to review her personnel file at mutually convenient time not more frequently than once a year. This provision will be arranged in advance between the employee concerned and the Chief Executive Officer. The employee's written reply to any accusation or expression of dissatisfaction shall become a part of the record upon submission.

31:04 - Workers' Compensation Pay Supplement

An employee receiving Workers' Compensation benefits may draw upon accumulated sick leave credits up to the difference between Workers' Compensation and the employee's regular wages for a period of 24 months. For the first 18 months of such absence, the employer will continue to pay the employer contributions to the benefit Plans provided in this agreement. For the last six (6) months of such absence, the employee may maintain the benefit Plans at his or her own expense. At the end of the 24 month period, the employee may elect to receive a pay-out of remaining sick leave credits pursuant to Article 21:09.

ARTICLE 32 - MASCULINE OR FEMININE TERMS MAY APPLY

32:01 -

Whenever the singular, masculine or feminine is used in the Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 33 - TERM OF AGREEMENT

33:01 - Duration

This agreement shall be binding and remain in effect from July 1, 1997 to September 1, 1999, and shall continue from year to year thereafter unless either party gives the other party notice in writing within one hundred and twenty (120) days prior to September 1, 1999, that it desires termination or amendments.

Signed in Pembroke, Ontario, this 5 day of JANUARY 1998.

C.U.P.E. Local 2764

Sherry Desnoye
President

Mauro Guf

Linda Johnson

Karen Shive

Deane Lament

Charlene Wilson
National Representative

Marianhill

Heleen Lanthier

Kathleen Quinn

Julie Webb
IS

Deane Lament

SCHEDULE "A" - FULL-TIME

Effective April 1, 1997:

	<u>Starting</u>	<u>1 Year</u>	<u>2 Years</u>
<u>Group I</u>			
Recreation Programmer	\$ 14.99	\$ 15.21	\$ 15.38
Hairdresser	15.25	15.38	15.38
Shampoo Person	10.39	11.69	12.99
<u>Group II</u>			
Aides - Dietary	\$ 11.70	\$ 13.16	\$ 14.62
Laundry	10.70	12.03	13.37
Housekeeping	11.02	12.40	13.78
Cook's Helper	11.83	13.31	14.79
Cook	12.60	14.18	15.75
Chef	14.41	16.21	18.01
Stores Clerk	15.22	15.38	15.38
<u>Group III</u>			
R.P.N.	\$ 13.62	\$ 15.33	\$ 17.03
O.T. Assistant	15.38	15.38	15.38
Health Care Aide	15.18	15.18	15.23
Resident Attendant McCluskey	15.18	15.18	15.23
O.T. Aide	14.90	15.11	15.32
Respite Worker	14.85	15.04	15.22
Medical Records/Switchboard	12.29	13.82	15.36
<u>Group IV</u>			
Janitor	\$ 13.83	\$ 13.98	\$ 14.23
Ass. Sup. Bldgs. Service	16.28	16.49	16.73
Maintenance Person	15.38	15.41	15.64
Assistant Maintenance Person	15.20	15.42	15.61
<u>Group V</u>			
Office Clerk	\$ 14.02	\$ 14.57	\$ 15.30
Stat Clerk	15.13	15.35	15.38
Student Under 18	6.40		
Student 18 and Over	7.47		

SCHEDULE "B" - PART-TIME

Effective April 1, 1997:

	<u>Starting</u>	<u>1 Year</u>	<u>2 Years</u>
<u>Group I</u>			
Recreation Programmer	\$ 14.99	\$ 15.21	\$ 15.45
Hairdresser	15.25	15.48	15.67
Shampoo Person	10.39	11.69	12.99
<u>Group II</u>			
Aides-Dietary	\$ 11.70	\$ 13.16	\$ 14.62
-Laundry	10.70	12.03	13.37
-Housekeeping	11.02	12.40	13.78
Cook's Helper	11.83	13.31	14.79
Cook	12.60	14.18	15.75
Chef	14.41	16.21	18.01
Stores Clerk	15.22	15.44	15.69
<u>Group III</u>			
R.P.N.	\$ 13.62	\$ 15.33	\$ 17.03
O.T. Assistant	15.42	15.55	15.74
Health Care Aide	15.20	15.44	15.67
Resident Attendant McCluskey	15.20	15.44	15.67
O.T. Aide	14.90	15.11	15.32
Respite Worker	14.85	15.04	15.22
Medical Records/Switchboard	12.29	13.82	15.36
<u>Group IV</u>			
Janitor	\$ 13.83	\$ 13.98	\$ 14.23
Ass. Sup. Bldgs. Service	16.77	16.99	17.24
Maintenance Person	15.68	15.88	16.11
Assistant Maintenance Person	15.20	15.42	15.61
<u>Group V</u>			
Office Clerk	\$ 14.23	\$ 15.00	\$ 15.75
Stat Clerk	15.13	15.35	15.52
Student Under 18	6.40		
Student Over 18	7.47		

N.B. Part-Time - An additional fourteen percent (14%) in lieu of benefits.

Part-Time - Staff have the option of participating in the Company pension Plan. If this option is exercised, the percent in lieu of benefits will be reduced accordingly by the amount of contribution of the Pension Plan.

SCHEDULE "A" - FULL-TIME

Effective April 1, 1998:

	<u>Starting</u>	<u>1 Year</u>	<u>2 Years</u>
<u>Group I</u>			
Recreation Programmer	\$ 14.99	\$ 15.21	\$ 15.38
Hairdresser	15.25	15.38	15.38
Shampoo Person	11.05	12.43	13.81
<u>Group II</u>			
Aides - Dietary	\$ 12.00	\$ 13.50	\$ 14.62
Laundry	10.70	12.03	13.37
Housekeeping	11.05	12.43	13.81
Cook's Helper	12.16	13.68	15.20
Cook	13.13	14.77	16.41
Chef	15.18	17.07	18.97
Stores Clerk	15.22	15.38	15.38
<u>Group III</u>			
R.P.N.	\$ 14.30	\$ 16.09	\$ 17.88
O.T. Assistant	15.38	15.38	15.38
Health Care Aide	15.18	15.18	15.23
Resident Attendant McCluskey	15.18	15.18	15.23
O.T. Aide	14.90	15.11	15.32
Respite Worker	14.85	15.04	15.22
Medical Records/Switchboard	12.29	13.82	15.36
<u>Group IV</u>			
Janitor	\$ 13.83	\$ 13.98	\$ 14.23
Ass. Sup. Bldgs. Service	16.28	16.49	16.73
Maintenance Person	15.38	15.41	15.64
Assistant Maintenance Person	15.20	15.42	15.61
<u>Group V</u>			
Office Clerk	\$ 14.02	\$ 14.57	\$ 15.30
Stat Clerk	15.13	15.35	15.38
Student Under 18	6.40		
Student 18 and Over	7.47		

SCHEDULE "B" - PART-TIME

Effective April 1, 1998:

	<u>Starting</u>	<u>1 Year</u>	<u>2 Years</u>
<u>Group I</u>			
Recreation Programmer	\$ 14.99	\$ 15.21	\$ 15.45
Hairdresser	15.25	15.48	15.67
Shampoo Person	11.05	12.43	13.81
<u>Group II</u>			
Aides-Dietary	\$ 12.00	\$ 13.50	\$ 15.00
-Laundry	10.70	12.03	13.37
-Housekeeping	11.05	12.43	13.81
Cook's Helper	12.16	13.68	15.20
Cook	13.13	14.77	16.41
Chef	15.18	17.07	18.97
Stores Clerk	15.22	15.44	15.69
<u>Group III</u>			
R.P.N.	\$ 14.30	\$ 16.09	\$ 17.88
O.T. Assistant	15.42	15.55	15.74
Health Care Aide	15.20	15.44	15.67
Resident Attendant McCluskey	15.20	15.44	15.32
O.T. Aide	14.90	15.11	15.22
Respite Worker	14.85	15.04	15.22
Medical Records/Switchboard	12.29	13.82	15.36
<u>Group IV</u>			
Janitor	\$ 13.83	\$ 13.98	\$ 14.23
Ass. Sup. Bldgs. Service	16.77	16.99	17.24
Maintenance Person	15.68	15.88	16.11
Assistant Maintenance Person	15.20	15.42	15.61
<u>Group V</u>			
Office Clerk	\$ 14.23	\$ 15.00	\$ 15.75
Stat Clerk	15.13	15.35	15.52
Student Under 18	6.40		
Student Over 18	7.47		

N.B. Part-Time - An additional fourteen percent (14%) in lieu of benefits.

Part-Time - Staff have the option of participating in the Company Pension Plan. If this option is exercised, the percent in lieu of benefits will be reduced accordingly by the amount of contribution of the Pension Plan.

APPENDIX TO THE COLLECTIVE AGREEMENT

between

MARIANHILL OF PEMBROKE

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2764

September 23, 1993

The Employer agrees that the payment of benefits can only cease on the date of lay-off or separation when the disability started within the two months preceding this date, and that notice of lay-off or separation was given prior to the beginning of the disability. In all other situations relating to lay-off or separation, benefits must be paid for the lesser of the duration of the disability, the utilization of all accumulated days or fifteen weeks.

-39-
MEMORANDUM OF SETTLEMENT

between

MARIANHILL OF PEMBROKE
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2764

- (1) The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute except the outstanding monetary issues that fall under the Social contract.
- (2) The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective principles.
- (3) The parties herein agree that the term of the Collective agreement shall be from July 1, 1997, to September 1, 1999. The parties agree to reopen negotiations May 1, 1998, to discuss wages and monetary issues (21:09, 25:01, 25:02, 25:03) only.
- (4) The parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement which expired on June 30, 1997, provided, however, that the following amendments are incorporated:
 - (a) all matters previously settled and agreed to by the parties prior to the date hereof
 - (b) all matters settled and agreed to as per attached documents.
 - (c) All letters of understanding that we renew from the previous Agreement continue in this Agreement.

FOR THE EMPLOYER

Helen Lanthier
Kathleen Quinn
Julie Welt
Deane Blament

FOR THE UNION

Sherry Desrochers
Marianne Gutz
Linda Gagnier
Jane Spence
Charlene Hsu

November 28, 1997

MEMORANDUM OF AGREEMENT

between

MARIANHILL OF PEMBROKE

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2764

Free Coffee or Tea will be available with Morning Break only to CUPE Local 2764 members, until May 1, 1998. Exception will be made for the three staff who are required to work a permanent shift.

SIGNED THIS 28 DAY OF NOVEMBER, 1997

FOR THE EMPLOYER

Hyden Lanthier
Kathleen Quinn
Julie Welch
Wendy Wamont

FOR THE UNION

Sharon Desjardins
Melissa Gutz
Linda Jackson
Karen Spence
Cherise Hoar

ANCILLARY DOCUMENT

between

MARIANHILL OF PEMBROKE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2764

The parties agree that except for errors, inadvertence, or omissions, the attached forms and incorporates the changes to the Agreement.

SIGNED THIS 5 DAY OF JANUARY

, 1998.

FOR THE EMPLOYER

Heleen Lanthier
Kathleen Quinn
Julie Webb
Deanne Wament

FOR THE UNION

Sherry Desrosiers
Stacy Giff
Andy Jackson
Janet Blaine
Chantrelle Fox

LETTER OF AGREEMENT

between

MARIANHILL OF PEMBROKE

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2764

Without prejudice and precedence and with no liability to the Union.

The Union agrees that part-time employees may work short changes without being paid overtime rates which are covered in Articles 17:08 and 18:01 of the collective agreement under the following conditions.

The conditions are:

1. No person shall be required to work a short change of less than 8 hours without being paid overtime.
2. No person will ever be obligated or pressured to take a short change call in nor will this be used against the employee.
3. No person will ever be scheduled to work a short change. With the exception of the Respite Worker.
4. Short changes will only occur after all other avenues are exhausted.
5. This agreement will not apply to Article 18:03.
6. The privilege of Time changes resulting in Short Changes will be reinstated for All employees of CUPE 2764.

Signed in Pembroke, on November 28, 1997.

For the Employer

Heba Lanttas
Kathleen Quinn
Julie With
Deane Wamer

For the Union

Sherry Desroque
Marion Gutz
Lindy Jackson
Karen Spence
Cheryl Ann

Either party may dissolve this agreement by giving the other party 30 days notice in writing.

ANCILLARY DOCUMENT

between

MARIANHILL OF PEMBROKE

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2764

The Union and Management agree to the following guaranteed hours in exchange for the stat qualified Article 19:02 for part-time employees only.

Nursing:

R.P.N.

- Rotation #1 - Staff person not wanting extra time other than what is booked (90 hrs. 6 weeks).
- Rotation #2 - 45 hrs./pay
- Rotation #3 - 40 hrs./pay
- Rotation #4 - 35 hrs./pay
- Rotation #5 - 30 hrs./pay
- Rotation #6 - up to 15 hrs./pay
- Rotation #7 - up to 15 hrs./pay

Health Care Aides

- Rotation # 1 to #10 - 48 hrs./pay
- Rotation #11 to #20 - 40 hrs./pay
- Rotation #21 to #33 - 29 hrs./pay
- Rotation #34 - up to 25 hrs./pay
- Float 1 & 2 - No guaranteed schedule

Dietary Aides

- Rotation # 1 to # 4 - 39 to 39.5 hrs./pay
- Rotation # 5 to # 9 - 30 to 30.5 hrs./pay
- Rotation #10 to #17 - up to 25 hrs./pay

Janitor

- Rotation #1 - 44 hrs./pay
- Rotation #2 - 23 hrs./pay

Laundry

Part-time Rotation #1 & #3 - up to 22.5 hrs./pay
Rotation #2 - up to 15 hrs./pay

Housekeeping Aides

Rotation #1 to #3 - 32-33 hrs./pay
Rotation #4 to #8 - up to 25 hrs./pay

Occupational Therapy

Part-Time Rotation #1 & #2 - up to 44 hrs./pay

Recreation

Part-Time Rotation #1 - #4 - up to 50 hrs./pay

These per pay hours will be averaged out over a six week period. The above guaranteed hours on the master rotation in each department shall not be increased or decreased without a labour-management meeting to discuss alternatives. These hours shall also be reviewed on a yearly basis through a labour-Management meeting.

If mutually agreed alternatives are not reached by both parties, this agreement becomes null and void within sixty (60) days written notice by either party. The parties will then revert back to the original 17:01 (c) and 19:02 in contract dated August 31, 1994.

Signed in Pembroke, ON JAN 5, 1998.

For Marianhill

Helen Lauther
Kathleen Quinn
Julie West
Leanne Warner

For CUPE Local 2764

Sheryl Desrochers
Marianne Gutz
Lindy Jackson
Janet Selinger
Charmaine Foor

LETTER OF UNDERSTANDING

between

MARIANHILL OF PEMBROKE

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2764

Without prejudice and precedence.

1. The Employer agrees that on date of ratification the employee in the following classifications H.C.A., R.P.N. and Cook who do not have the required qualification will be grandfathered in their current position only.
2. The Employer shall, when possible, make provisions for staff education, i.e., organize the employee's schedule around their class time.

Signed in Pembroke, on November 28 , 1997.

For the Employer

Dustin Faulkner
Kathleen Quinn
Julie West
Heane Wament

For the Union

Sherry Desnoque
Marcus Guz
Lindy Jackson
Karen Selinger
Chantene Hor

LETTER OF UNDERSTANDING

Between

MARIANHILL OF PEMBROKE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

And its LOCAL 2764

Without prejudice and precedence.

These article apply to Respite Workers (MATCH) only.

1 Article 17.01 - Hours of Work.

The normal hours of work for part-time respite workers shall not exceed fifty-six(56) hours per pay period save and except during emergencies.

2. Article 17.03 b - Split shifts

Respite Workers may be required to work split shifts but at no time will the total hours for the day be less than three(3) hours. And at no time shall a staff be required to spend less than one (1) hour with a client.





3. Article 18.01 b - Overtime


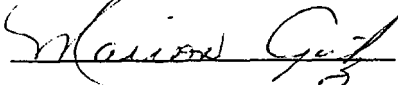
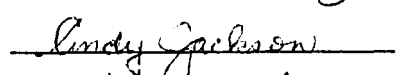


Notwithstanding the above, authorized work approved by the employer **and** performed by Respite Workers beyond twelve (12) hours in a day, shall be paid at the rate of time and one half (1 ½).

Signed in Pembroke, on December , 1997

For The Employer

For The Union

LETTER OF UNDERSTANDING

Between

MARIANHILL OF PEMBROKE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES
And its LOCAL 2764

Without prejudice and precedence.

1. The Employer and the Union agrees that on date of ratification the salary schedule "A" Full Time & ~~Part~~ Time effective April 1,1997 and April 1,1998 are still outstanding and will be settled as per the term of the Pay Equity review.

Signed in Pembroke, on January 5,1998

For the Employer

Hebe Lanthier

Kathleen Quinn

Julie Webb

Gracie Lamont

For the Union

Sherry Desnoye

Sherry Desnoye

Marion Giff

Judy Jackson
Cheryl

Minutes of Settlement

Between:

CUPE LOCAL, 2764

and

MARIANHILL

In consideration of the settlement of all outstanding complaints involving the above mentioned parties under the Pay Equity Act, the parties hereto agree as follows:

- (1) The wage scales payable to employees in the within bargaining unit shall be returned to the levels which existed prior to the negotiation of the subject Plan, in accordance with the collective agreement. The parties expressly acknowledge that a reversion to the former wage scales shall have a positive effect on some employees, and a negative effect on other employees.
- (2) The reversion to the former wage scales shall operate with effect on the first day of the pay period immediately following April 1, 1998.
- (3) The parties agree to meet at mutually convenient times, within a reasonable period of time, to negotiate outstanding pay equity issues with respect to the positions of Chef, Cook, Dietary Aid, Housekeeping Aid and Shampoo Person.
- (4) The parties reserve the right to request the assistance of Review Services, if needed, in connection with the negotiations described in paragraph 3, above.
- (5) All outstanding pay equity complaints involving these parties shall be withdrawn.

Dated this 24th day of February, 1998.

Sherry Desroque
CUPE Local 2764

[Signature]
Marianhill

Catherine A. Laflamme
CUPE Local 2764

Kathleen Curran
Marianhill

S. Wright
CUPE Local 2764

[Signature]
Marianhill

[Signatures]
Ann M. Brennan

SCHEDULE "B" PART-TIME

Effective January 1st 1994:

	<u>Starting</u>	<u>1 Year</u>	<u>2 Years</u>
<u>Group I</u>			
Recreation Programmer	\$ 14.99	\$ 15.21	\$ 15.45
Hairdresser	15.25	15.48	15.67
Shampoo Person	10.23	10.41	10.55
<u>Group II</u>			
Aides - Dietary	\$ 13.02	\$ 13.24	\$ 13.48
Laundry	13.25	13.48	13.70
Housekeeping	13.25	13.48	13.70
Cook's Helper	13.14	13.35	13.57
Cook	13.33	13.57	13.80
Chef	14.67	14.96	15.19
Stores Clerk	15.22	15.44	15.69
<u>Group III</u>			
R.N.A.	\$ 16.34	\$ 16.46	\$ 16.65
O.T. Assistant	15.42	15.55	15.74
Nursing Aide	15.20	15.44	15.67
O.T. Aide	14.90	15.11	15.32
Respite Worker	14.85	15.04	15.22
<u>Group IV</u>			
Janitor	\$ 13.83	\$ 13.98	\$ 14.23
Ass. Sup. Bldgs. Service Sup.	16.77	16.99	17.24
Junior Maintenance Person	15.68	15.88	16.11
Assistant Junior Maintenance Person	15.20	15.42	15.61
<u>Group V</u>			
Office Clerk	\$ 14.23	\$ 15.00	\$ 15.75
Stat Clerk	15.13	15.35	15.52
Student Under 18	6.25		
Student 18 and Over	7.47		

N.B. Part-Time - An additional fourteen percent (14%) in lieu of benefits.

Part-Time - Staff have the option of participating in the Company Pension Plan. If this option is exercised, the percent in lieu of benefits will be reduced accordingly by the amount of contribution of the Pension Plan.

SCHEDULE "A" - FULL-TIME

Effective January 1, 1994:

	<u>Starting</u>	<u>1 Year</u>	<u>2 Years</u>
<u>Group I</u>			
Recreation Programmer	\$ 14.99	\$ 15.21	\$ 15.38
Hairdresser	15.25	15.38	15.38
Shampoo Person	10.23	10.41	10.55
<u>Group II</u>			
Aides-Dietary	\$ 13.02	\$ 13.24	\$ 13.48
-Laundry	13.25	13.48	13.70
-Housekeeping	13.25	13.48	13.70
Cook's Helper	13.14	13.35	13.57
Cook	13.33	13.57	13.80
Chef	14.67	14.96	15.19
Stores Clerk	15.22	15.38	15.38
<u>Group III</u>			
R.N.A./R.P.N.	\$ 15.88	\$ 16.00	\$ 16.18
O.T. Assistant	15.38	15.38	15.38
Nursing Aide	15.18	15.18	15.23
O.T. Aide	14.90	15.11	15.32
Respite Worker	14.85	15.04	15.22
Medical Records/Switchboard	15.22	15.43	15.60
<u>Group IV</u>			
Janitor	\$ 13.83	\$ 13.98	\$ 14.23
Ass. Sup. Bldgs. Service	16.28	16.49	16.73
Junior Maintenance Person	15.38	15.41	15.64
Assistant Junior Maintenance Person	15.20	15.42	15.61
<u>Group V</u>			
Office Clerk	\$ 14.02	\$ 14.57	\$ 15.30
Stat Clerk	15.13	15.35	15.38
Student Under 18	6.25		
Student Over 18	7.47		

MEMORANDUM OF AGREEMENT

BETWEEN

MARIANHILL and CUPE Local 2764

The parties agree that:

1. For the job classification of Homemaker, the hourly wage rate will be as follows:
Step 1: \$9.20, Step 2: \$10.35, Step 3: \$11.50 plus mileage of .25cents per km.
2. With respect to the job classification of Respite Worker with the MATCH PROGRAM, the current wage rates as per the collective agreement will remain in force until April 1, 2001, or at the time when funding changes to the MATCH Program by the Ministry of Health will end the MATCH Program. Laid off MATCH Workers may exercise their bumping rights as per the collective agreement.
3. Respite workers employed with the MATCH Program at Marianhill as of May 25, 1998, who choose to also work under the job classification of Homemaker will be paid the applicable wage rate for the Homemaker classification, according to years of service.
4. The parties agree to meet prior to March 31, 1999 to discuss proposed amendments to this proposal.

Signed at Pembroke this day of May 25, 1998;

For the Union

Sherry Desroque
~~Kathleen~~ KB
Marilyn Elliot

For the Employer

Helen Lanthe
K. K. K.
Kathleen Quinn

Minutes of Settlement

Between:

CUPE LOCAL 2764

and

MARIANHILL

In consideration of the settlement of all outstanding complaints involving the above mentioned parties under the Pay Equity Act, the parties hereto agree **as** follows:

(1) The wage scales payable to employees in the within bargaining unit shall be returned to the levels which existed prior to the negotiation of the subject **Plan**, in accordance **with** the collective agreement. The parties expressly acknowledge that a reversion to the former wage scales shall have a positive effect on some employees, and a negative effect on other employees.

(2) The reversion to the former wage scales shall operate with effect on the first day of the pay period immediately following April 1, 1998.

(3) The parties agree to meet at mutually convenient times, **within** a reasonable period of time, to negotiate outstanding pay equity issues with respect to the positions of Chef, **Cook**, Dietary **Aid**, Housekeeping Aid and Shampoo Person.

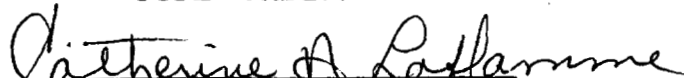
(4) The parties reserve the right to request the assistance of Review Services, if needed, in connection with the negotiations described in paragraph 3, above.

(5) All outstanding pay equity complaints involving these parties shall be withdrawn.

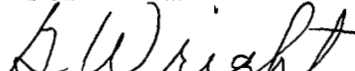
Dated this **24th** day of February, 1998.


CUPE Local 2764

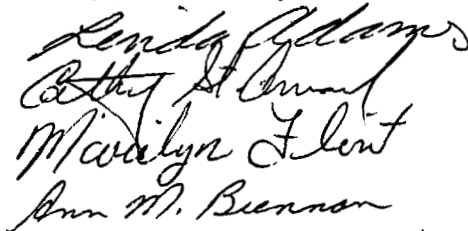

Marianhill


CUPE Local 2764


Marianhill


CUPE Local 2764


Marianhill



LETTER OF AGREEMENT

BETWEEN

MARIANHILL

AND

CUPE 2764 CUPE 3721

The parties agree to support the RETURN TO WORK program as identified in the attached agreement recognizing that the collective agreement and/or other appropriate legislation supercedes this agreement,

Signed at Pembroke on the 7 day of May, 1998.

For the Unions

For Marianhill

Sherry Desroque

Helen Lanther

Ann M. Brennan

Kathleen Quinn

PA Laflamme

Julie White

Cathy St Amant

Payroll Rates
Schedule "A"
Effective Apr 12, 1998

<u>PART TIME</u>		STARTING	YEAR1	YEAR2
Group 1				
Recreation Programmer	AV	\$14.99	\$15.21	\$15.45
Hairdresser	HR	15.25	15.48	15.67
Shampoo Person	HS	13.49	13.67	13.81
Group 11				
Aides	Dietary DA	\$14.55	\$14.77	\$15.01
	Laundry LA	13.25	13.48	13.70
	Housekeeping HK	13.36	13.59	13.81
Cook's Helper	CH1	13.14	13.35	13.57
Cook	CN	15.94	16.18	16.41
Chef	CF	18.45	18.74	18.97
Stores Clerk	ST	15.22	15.44	15.69
Group III				
RPN	RA	\$16.34	\$16.46	\$16.65
O.T. Assistant	AF	15.42	15.55	15.74
Nursing Aide	NA/OR	15.20	15.44	15.67
O.T. Aide	AA	14.90	15.11	15.32
Respite Worker	NR	14.85	15.04	15.22
Group 1V				
Janitor	JF	\$13.83	\$13.98	\$14.23
Sup. Bldgs Service	DC	16.77	16.99	17.24
Maintenance Person	MF	15.68	15.88	16.11
Ass. Maintenance Person	MP	15.20	15.42	15.61
Group V				
Office Clerk	CO	\$14.23	\$15.00	\$15.75
Stat Clerk	NC	15.13	15.35	15.52
Student Under 18	SU(GU)	6.40		
Student Over 18	SO	7.47		
**SHIFT DIFF		\$.45		

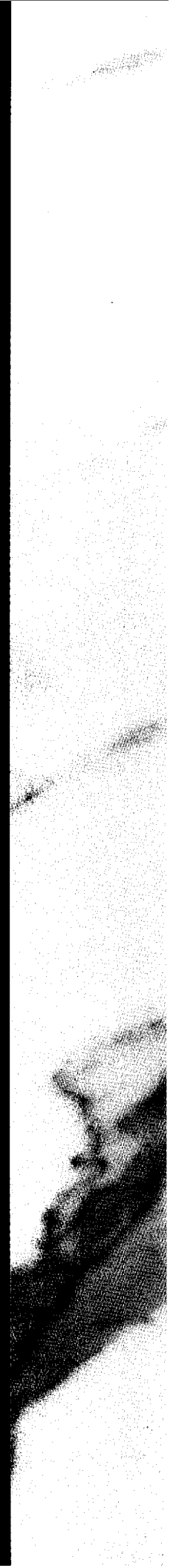
Payroll Rates
Schedule "A"
Effective Apr 12, 1998

<u>FULL TIME</u>			STARTING	YEAR 1	YEAR 2
Group 1					
Recreation Programmer	AVF		\$14.99	\$15.21	\$15.38
Hairdresser	HRF		15.25	15.38	15.38
Shampoo Person	HSF		13.49	13.67	13.81
Group 11					
Aides	Dietary	DAF	\$14.55	\$14.77	\$15.01
	Laundry	LAF	13.25	13.48	13.70
	Housekeeping	HKF	13.36	13.59	13.81
Cook's Helper		CH1F	13.14"	13.35	13.57
Cook		CNF	15.94	16.18	16.41
Chef		CFF	18.45	18.74	18.97
Stores Clerk		STF	15.22	15.38	15.38
Group III					
RPN		RAF	\$15.88	\$16.00	\$16.18
O.T. Assistant		AFF	15.38	15.38	15.38
Nursing Aide		NAF/ORF	15.18	15.18	15.23
O.T. Aide		AAF	14.90	15.11	15.32
Respite Worker		NRF	14.85	15.04	15.22
Group 1V					
Janitor		JFF	\$13.83	\$13.98	\$14.23
Sup. Bldgs Service		DCF	16.28	16.49	16.73
Maintenance Person		MFF	15.38	15.41	15.64
Ass. Maintenance Person		MPF	15.20	15.42	15.61
Group V					
Office Clerk		COF	\$14.02	\$14.57	\$15.30
Stat Clerk		NCF	15.13	15.35	15.38
**SHIFT DIFF			\$.45		

MARIANHILL HOME

03/93

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DESCRIPTION OF THE PLAN

EFFECTIVE DATE

The effective date of the Plan is August 1, 1971.

ELIGIBILITY

If you are a full-time employee you will be eligible to become a member of the Plan on the first day of the month coinciding with or next after the date of completion of 2 years of service.

If you are a non full-time employee you will be eligible to become a member of the Plan on the first day of the month following the month (a) you have completed 2 years of service and (b) in each of 2 consecutive calendar years immediately preceding your application for membership in the Plan you have either (i) earned at least 35% of the YMPE or (ii) completed 700 hours of employment with the Employer.

MEMBERSHIP IN THE PLAN

If you are a full-time employee you will be required to become a member of the Plan when eligible.

If you are a non full-time employee you may become a member of the Plan at any time after becoming eligible.

Once you become a member you must remain a member while employed by the Employer.

RETIREMENT DATE

Your normal retirement date will be the first day of the month coinciding with or next following your 65th birthday. Upon 3 months notice, you may retire on the first day of any month within the 10 years preceding your normal retirement date or on the first day of any month following your normal retirement date but you may not defer your pension later than the December 1st in the calendar year in which you attain age 71. In the event of late retirement your contributions and those of the Employer will continue until the earlier of (1) your retirement date and (2) the date your annuity payments commence.

BASIC CONTRIBUTIONS

You will contribute by payroll deduction 5% of your earnings and the Employer will contribute an equal amount on your behalf. The maximum amount for which you are allowed tax relief in any one year is limited to the amounts deductible under the provisions of the Income Tax Act.

VOLUNTARY CONTRIBUTIONS

You may contribute any amount of voluntary contributions to the Plan. The maximum amount for which tax relief is allowed in any one year is limited to the amounts deductible under the provisions of the Income Tax Act.

If you are contributing voluntary contributions by payroll deduction, in order for you to change the amount being deducted, you must give written notice to the Employer no later than one month before the date of change.

INDIVIDUAL ACCOUNT

An Individual Account will be established on your behalf at the time you become a member of the Plan. Your contributions together with the contributions received from the Employer will be credited to your Individual Account. Your Individual Account will also be credited with interest at regular intervals.

Interest is derived from the contributions the Employer has invested in the Daily Interest Account, Term Deposit Account and the Investment Funds Account in the funding contract. If the Employer directs contributions to the Investment Funds Account, the Investment Funds Account will be credited with the number of Investment Units equal in value to such contributions. The value of all contributions will be calculated each month when the Investment Fund is revalued and will reflect the rate of return earned by the Investment Fund. The investment experience of this Account is not guaranteed.

AMOUNT OF PENSION PAYMENT

The amount of your monthly pension on retirement will be the amount which your Individual Account balance will purchase when applied on the date you retire.

FORMS OF PENSION PAYMENT

Normal Form: Normally your pension will be payable in the form of a monthly annuity commencing on your retirement date and continuing for your lifetime. However, should you die before 120 monthly payments have been received the payments will be continued to your beneficiary until 120 payments in all have been made.

However, if you have a spouse with whom you are not living separate and apart on your retirement date, your pension will not be payable in the normal form as stated above. Instead the pension will be payable in the form of a monthly annuity commencing on your retirement date and continuing for your lifetime with 60% of the monthly annuity payable to your spouse for his/her lifetime after your death.

You and your spouse may jointly waive the right to this payment method, in writing, in the prescribed form required by Government Legislation or by certified copy of a domestic contract as defined in Part IV of the Family Law Act, 1986, containing the waiver. Such election may be made at any time prior to retirement date but the spousal waiver is not effective unless the written waiver or certified copy is delivered to the Employer within the period of 12 months immediately preceding your annuity commencement date.

Optional Form: If you feel that your needs would be better served by a different form of annuity than that normally payable, you may elect to have the pension paid in an optional form of annuity which must be permitted by Government Legislation. If you have a spouse, an optional form may only be elected if the above spousal waiver conditions have been met.

DEATH BENEFITS

(i) Before Retirement:

To Whom Payable: If you have a spouse on your date of death the death benefit is payable to your spouse. If you do not have a spouse on your date of death or if you and your spouse are living separate and apart, the death benefit is payable to your designated beneficiary and if there is no designated beneficiary, to your estate. Subject to any statutory restrictions, you may from time to time change the beneficiary.

The right of the spouse to receive the above death benefit may be jointly waived by you and your spouse, in which event the benefit will be payable to your designated beneficiary/estate. The spousal waiver form must be in writing in the prescribed form required by the applicable Government Legislation.

Amount of Death Benefit:

- (1) To your spouse: Your spouse will be entitled to receive your Individual Account balance.

Your spouse may elect that the above amount be (1) taken as a cash payment, (2) directly transferred to another registered pension plan or to a RRSP, (3) transferred to a LIF as prescribed under the applicable Government Legislation or (4) used to purchase a pension with an insurance company.

The pension payable to your spouse will be in the form of an immediate or deferred annuity. The deferred annuity will commence no later than the later of (1) one year after your date of death, and (2) the end of the calendar year in which your spouse attains age 71.

Your spouse must make an election within 90 days after being notified of his/her entitlement and options available under the Plan.

- (11) To your designated beneficiary/estate: Your designated beneficiary/estate will receive your Individual Account balance in the form of a lump sum cash payment.

(ii) **After Retirement:**

The death benefit, if any, will depend on the form of pension you had elected at your date of retirement.

WITHDRAWAL BENEFITS

The following **A.** and **B.** apply to contributions made and benefits accrued prior to January 1, 1987:

- A.** If you leave the service of the Employer before retirement and after you have attained your 45th birthday and have completed at least 10 years of service, you will receive a pension commencing on your retirement date of the amount which can be purchased on your retirement date by your Individual Account balance.

Instead of the amount of pension described above you may at the time you leave the service of the Employer elect to receive in lieu of a portion of this pension a cash payment of the sum of

- (1) 25% of the portion of your Individual Account balance attributable to both your basic contributions and the Employer contributions, and
- (2) the portion of your Individual Account balance attributable to your voluntary contributions, if any.

Notwithstanding the above, you may elect to have your Individual Account balance directly transferred to another registered pension plan or to a RRSP. The transfer equal to the sum of (1) and (2) above will be made on a non locked-in basis. The transfer equal to the remainder of your Individual Account balance will be made on a locked-in basis.

- B.** If you leave the service of the Employer before retirement and you are not eligible to receive the benefits stated in A. above, you may elect:
- (1) to receive a cash payment of the portion of your Individual Account balance attributable to (a) your own contributions and (b) if you have completed 2 1/2 years of service the Employer contributions, or

- (2) to receive a pension commencing on your retirement date of the amount which can be purchased on your retirement date by the portion of your Individual Account balance attributable to (a) your own contributions and (b) if you have completed 2 1/2 years of service the Employer contributions, or
- (3) to directly transfer the portion of your Individual Account balance attributable to (a) your own contributions and (b) if you have completed 2 1/2 years of service the Employer contributions to another registered pension plan or to a RRSP.

The following C. and D. apply to contributions made and benefits accrued on and after January 1, 1987:

- C. If you leave the service of the Employer before retirement and after you have completed 2 years of membership in the Plan you will receive a pension commencing on your retirement date of the amount which can be purchased on your retirement date by your Individual Account balance.

Instead of the amount of pension described above you may at the time you leave the service of the Employer elect to receive in lieu of a **portion** of this pension a cash payment of the portion of your Individual Account balance attributable to your voluntary contributions, if any.

Notwithstanding the above, you may elect to have your Individual Account balance directly transferred on a locked-in basis to another registered pension plan or to a RRSP. Your Individual Account balance attributable to your voluntary contributions, if any, will be transferred on a non locked-in basis or may be taken as a cash payment.

- D. If you leave the service of the Employer before retirement and you are not eligible to receive the benefits stated in C. above, you may elect:
- (1) to receive a cash payment of the portion of your Individual Account balance attributable to your own contributions, or
 - (2) to receive a pension commencing on your retirement date of the amount which can be purchased on your retirement date by the portion of your Individual Account balance attributable to your own contributions, or
 - (3) to directly transfer the portion of your Individual Account balance attributable to your **own** contributions to another registered pension plan or to a RRSP.

You may elect that your entitlement as provided in A., B., C. or D. above be used to purchase a deferred annuity with another insurance company or transferred to a LIF as prescribed under the applicable Government Legislation.

You must make an election within **90** days after you have been notified of your entitlement and options available under the Plan.

ADDITIONAL INFORMATION

(A) Definitions

- (1) Government Legislation means the provincial pension legislation governing the Plan and the administrative rules of Revenue Canada or any other legislation or regulations which may apply to the Plan.
- (2) LIF (Life Income Fund) means a retirement arrangement registered under Section 146 of the Income **Tax** Act.
- (3) Locked-in means a benefit which cannot be taken as a cash payment by you or your spouse.
- (4) RRSP (Registered Retirement Savings Plan) means a retirement savings plan registered under Section 146 of the Income **Tax** Act.
- (5) Spouse means either of a man and woman who,
 - (a) are married to each other, or
 - (b) are not married to each other and are living together in a conjugal relationship,
 - (i) continuously for a period of not less than three years, or
 - (ii) in a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the Family **Law** Act, **1986**.
- (6) YMPE means year's maximum pensionable earnings under the Canada Pension Plan.

(B) Rights to Information

The Employer shall provide

- (1) (a) a written explanation of the provisions of the Plan and of any applicable amendments thereto, (b) a written explanation of the person's rights and obligations in respect of the Plan, and (c) any other information prescribed by the applicable Government Legislation.

within *sixty* days

- (i) after the date on which the Plan is established, to each employee who is eligible to join on that date;
- (ii) before the date on which any other employee is likely to become eligible; or
- (iii) after an amendment is registered, to each member or other person entitled to payment from the fund and who is affected by the amendment.
- (2) each member of the Plan within **six** months after the end of each calendar year a written statement showing the value of the Individual Account of the member.
- (3) each member of the Plan an opportunity to examine the Plan documents as prescribed in the applicable Government Legislation and to photocopy such documents at least once in each year.
- (4) to each member of the Plan a written statement of the member's pension and other benefits payable under the Plan within 30 days after the date of the member's retirement, death or termination of membership or service.

(C) Marital Breakup

A member or former member may assign part of his/her pension benefit or pension benefit credit to his/her spouse, as specified in a court order or written agreement with the spouse. However, the spouse's share will not exceed 50% of the total value of the benefits in the member's Individual Account.

(D) Advisory Committee

If the Employer (1) has not established a pension committee to administer the Plan or (2) has established a pension committee to administer the Plan which does not contain a representative of the members as appointed by the members of the Plan, then the members and former members of the Plan by the decision of a majority of them participating in a vote, may establish an Advisory Committee. The Advisory Committee will be established in accordance with the applicable Government Legislation, will promote awareness and understanding of the Plan and will monitor and make recommendations respecting the administration of the Plan.

(E) Annuity Factors

The annuity factors used to determine the amount of pension payable under this Plan accumulated on and after January 1, 1987 will not differentiate as to the sex of the member or former member or of that person's spouse. A benefit amount which is transferred out of this Plan will stipulate that the pension provided by such amount will not differentiate as to the sex of the member, former member or the spouse of that person.

This booklet is a summary of the main features of the Employer's Pension Plan, but the Employer's Pension Plan and Group Contract No. 125161GP issued to the Employer by Great-West Life are the governing documents. In the event of any variation between the information in this summary and the provisions of the Employer's Pension Plan or the Group Contract, the latter two documents will prevail. You can contact your Pension Plan administrator if you require any additional information.

Benefit Summary

This summary must be read together with the benefits described in this booklet.

Employee Life Insurance

200% of annual earnings to a maximum of \$250,000, reducing by 50% at age 65 and 60% at age 70

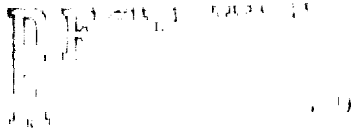
Any amount of Employee Life Insurance over \$155,000 is subject to approval of evidence of insurability

Healthcare

Reimbursement Level 100%

Basic Expense Maximums

Hospital	Semi-private room
Nursing	\$10,000 in any 12 month period
Prescription Drugs	\$15,000 each calendar year
Hearing Aids	\$700 every 5 years
Speech Aids	\$1,000 lifetime
Custom-fitted Orthopedic Shoes	\$300 each calendar year
Myoelectric Arms	\$10,000 per prosthesis
External Breast Prosthesis	1 each calendar year
Surgical Brassieres	2 each calendar year
Patient Lifters	\$2,000 per lifter every 5 years
Outdoor Wheelchair Ramps	\$2,000 lifetime
Blood-glucose Monitoring Machines	1 every 4 years



Transcutaneous Nerve Stimulators	\$700 lifetime
Extremity Pumps for Lymphedema	\$1,500 lifetime
Custom-made Compression Hose	4 pairs each calendar year
Wigs for Cancer Patients	\$200 lifetime

Paramedical Expense Maximums

Chiropractors	\$300 each calendar year
Podiatrists	\$300 each calendar year
Psychologists/Social Workers	\$300 each calendar year
Speech Therapists	\$300 each calendar year
Masseur	\$300 each calendar year

Lifetime Healthcare Maximum Unlimited

Dentalcare

Payment Basis The dental association fee guide in effect in your province of residence on the date the expense is incurred

Reimbursement Level **75%**

Plan Maximum \$1,000 each calendar year

Benefit Details

This booklet describes the principal features of the group benefit plan sponsored by your employer, but Group Policy No. ~~136009~~ issued by Great-West Life is the governing document. If there are variations between the information in the booklet and the provisions of the policy, the policy will prevail. Contact your employer if you require any additional information.

COMMENCEMENT AND TERMINATION OF COVERAGE

You are eligible to participate in the plan on the date your employment begins.

- You and your dependents will be covered as soon as you become eligible.
- You must be actively at work when coverage takes effect, otherwise the coverage will not be effective until you return to work.

Increases in your benefits while you are covered by this plan will not become effective unless you are actively at work.

- Temporary, part-time and seasonal employees may not join the plan.

Your coverage terminates when your employment ends, you are no longer eligible, or the policy terminates, whichever is earliest.

- Your dependents' coverage terminates when your insurance terminates or your dependent no longer qualifies, whichever is earlier.
- When your coverage terminates, you may be entitled to an extension of benefits under the plan. Your employer will provide you with details.

DEPENDENT COVERAGE

Dependent means:

- Your spouse, legal or common-law.
- Your unmarried children under age 21, or under age 25 if they are full-time students.

Children under age 21 are not covered if they are working more than 30 hours a week, unless they are full-time students.

Children who are incapable of supporting themselves because of physical or mental disorder are covered without age limit if the disorder begins before they turn 21, or while they are students under 25, and the disorder has been continuous since that time.

EMPLOYEE LIFE INSURANCE

You may name a beneficiary for your life insurance and change that beneficiary at any time by completing a form available from your employer. On your death, your employer will explain the claim requirements to your beneficiary. Great-West Life will pay your life insurance benefits to your beneficiary.

- Your life insurance terminates when you reach age 74.
- If you are under age 65 and have been disabled for 6 months or more, you may be entitled to have your life insurance continued without premium payment until you reach age 65. You are considered disabled if injury or disease prevents you from being gainfully employed in any job. Great-West Life will determine your qualification for waiver of premium benefits. If you believe you may be eligible, contact your employer for claim forms. You must apply for waiver of premium benefits within 12 months of becoming eligible.
- If any or all of your insurance terminates, you may be eligible to apply for an individual conversion policy without providing proof of your insurability. You must apply and pay the first premium no later than 31 days after your group insurance terminates. See your employer for details.

HEALTHCARE

A deductible may be applied before you are reimbursed. All expenses will be reimbursed at the level shown in the **Benefit Summary**. Benefits may be subject to plan maximums and frequency limits. Check the **Benefit Summary** for this information.

The plan covers the following services and supplies if they are not covered under your provincial government plan and provincial law permits the plan to cover them. **All** covered services and supplies must represent reasonable treatment. Treatment is considered reasonable if it is accepted by the Canadian medical profession, it is proven to be effective and it is of a form, intensity, frequency and duration essential to diagnosis or management of the disease or injury.

Covered Expenses

- Ambulance transportation **to** the nearest centre where adequate treatment is available
- Semi-private **room** and board in a hospital in Canada
For out-of-province accommodation, any difference between the hospital's standard ward rate and the government authorized allowance in your home province is covered.
Great-West Life also covers the hospital facility fee related to dental surgery and any out-of-province hospital out-patient charges not covered by the government health plan in your home province.
- Convalescent care for a condition that will significantly improve as a result of the care and follows a 3-day confinement for acute care
- The plan covers the government authorized co-payment for accommodation in a nursing home

- Services of a registered nurse, licensed practical nurse or registered nursing assistant who is not a member of your family, but only if the patient requires the specific skills of a trained nurse

You should apply for a pre-care assessment before home nursing begins

- Drugs and medicines which require the written prescription of a doctor and are dispensed by a licensed pharmacist
- Rental or, at Great-West Life's discretion, purchase of certain medical supplies, appliances and prosthetic devices prescribed by a doctor
- Custom-made foot orthotics and custom fitted orthopedic shoes, including modifications to orthopedic footwear
- Hearing aids including batteries, tubing and ear molds provided at the time of purchase
- Speech aids, including Bliss boards and laryngeal speaking aids, when no alternative method of communication is possible
- Diabetic supplies including insulin, syringes, Novolin pens, testing supplies and insulin infusion sets
- Blood-glucose monitoring machines
- Diagnostic x-rays and lab tests
- Out-of-hospital treatment of muscle and bone disorders, including diagnostic x-rays, by a licensed chiropractor
- Out-of-hospital treatment of movement disorders by a licensed physiotherapist
- Out-of-hospital treatment of foot disorders, including diagnostic x-rays by a licensed podiatrist

- Out-of-hospital treatment by a registered psychologist or social worker
- Out-of-hospital treatment of speech impairments by a qualified speech therapist
- Out-of-hospital services of a qualified masseur

Global Medical Assistance Program

This program provides medical assistance outside Canada through a worldwide communications network which operates 24 hours a day. The network locates medical services and obtains Great-West Life's approval of covered services, when required as a result of a medical emergency arising while you or your dependent are outside Canada for vacation, business or education. The following services are covered, **subject** to Great-West Life's prior approval:

- If suitable local care is not available, medical evacuation to a hospital in Canada or to the nearest suitable hospital
- Transportation and lodging for one family member joining a patient hospitalized for more than 7 days while outside Canada alone. Benefits will be paid for a round trip economy class ticket and for moderate quality lodgings up to \$1,500. Room charges, telephone calls, taxi fares and car rental for transportation to and from the hospital are covered, but meals are not.
- If you or a dependent misses prearranged, prepaid return transportation because of hospital confinement, the cost of comparable return transportation to Canada is covered. Coverage is provided only for the person confined and only when the return fare is not refundable. A rental vehicle is not considered prearranged, prepaid return transportation.
- In the event of death, preparation and transportation of the deceased to Canada

Out-Of-Country Emergency Care

Medical expenses incurred outside your home province are covered when you or your dependent is outside Canada for vacation, business or education purposes and the expenses arise as a result of a medical emergency.

- The plan covers the following services and supplies related to the initial medical treatment:
 - treatment by a physician
 - diagnostic x-ray and laboratory services
 - hospital accommodation in a standard or semi-private ward or intensive care unit, if the confinement begins while you or your dependent is covered
 - medical supplies provided during a covered hospital confinement
 - paramedical services provided during a covered hospital confinement
 - hospital out-patient services and supplies
 - medical supplies provided **out-of-hospital** if they would have been covered in Canada
 - **drugs**
 - out-of-hospital services of a professional nurse
 - ambulance services by a licensed ambulance company to **the** nearest centre where essential treatment is available

If you are being treated outside Canada and your medical condition permits you to return to Canada, benefits will be limited to the amount payable under this plan for continued treatment **outside** Canada or the amount payable under this plan for comparable treatment in Canada, plus **return** transportation, whichever is **less**.

Limitations

No benefits are paid for:

- Expenses private insurers are not permitted to cover by law
- Services and supplies that do not represent reasonable treatment
- Services and supplies associated with:
 - treatment performed only for cosmetic purposes
 - recreation or sports rather than with other daily living activities
 - the diagnosis or treatment of infertility
 - contraception, other than oral contraceptives
- Services or supplies not listed as covered expenses
- Extra medical supplies that are spares or alternates
- Services or supplies received outside Canada except as listed under **Out-of-Country Emergency Care**
- Services or supplies received out-of-province in Canada unless the person is covered by the government health plan in their home province and Great-West Life would have paid benefits for the same services or supplies if they had been received in the person's home province
- Expenses arising from war, insurrection, or voluntary participation in a riot
- Residences established primarily for senior citizens or which provide personal rather than medical care
- Chronic care

How to Make a Claim

- **Out-of-province** claims (other than those for Global Medical Assistance expenses) must be submitted to your Provincial Medicare Plan before you submit your claims to **Great-West Life**.
- Obtain form M635D from your employer. Complete this form, making sure it shows all required information.
- Attach your receipts to the claim form and return it to the benefit payments office as soon as possible, but no later than 15 months after you incur the expense.

DENTALCARE

A deductible may be applied before you are reimbursed. All expenses will be reimbursed at the level shown in the **Benefit Summary**. Benefits may be subject to plan maximums and frequency limits. Check the **Benefit Summary** for this information.

The plan covers reasonable and customary charges to the extent they do not exceed the dental fee guide level shown in the **Benefit Summary**.

Treatment Plan

- Before incurring any large dental expenses, ask your dentist to complete a treatment plan and submit it to **Great-West Life**. **Great-West Life** will calculate the benefits payable for the proposed treatment, so you will know approximately in advance the portion of the cost you will have to pay.

Basic Coverage

The following expenses will be covered:

- Diagnostic services including:
 - one oral examination every 3 years
 - limited oral examinations twice a year, except that only one limited oral examination is covered in any year that a complete oral examination is also performed

- limited periodontal examinations twice a year
- complete series of xrays every 3 years
- intra-oral xrays to a maximum of 15 films every 3 years and a panoramic xray every 3 years. Services provided in the same year as a complete series are not covered
- Preventive services including:
 - prophylaxis and topical application of fluoride each twice a year
 - oral hygiene instruction once in a person's lifetime
 - pit and fissure sealants on bicuspid and permanent molars every 5 years
 - space maintainers including appliances for the control of harmful habits
 - finishing restorations
 - interproximal diskling
 - recontouring of teeth
- Minor restorative services including:
 - caries, trauma, and pain control
 - amalgam and tooth-coloured fillings. Replacement fillings are covered only if the existing filling is at least 2 years old or the existing filling was not covered under this plan
 - retentive pins and prefabricated posts for fillings
 - prefabricated crowns for primary teeth
- Endodontics. Root canal therapy for permanent teeth will be limited to one course of treatment per tooth. Repeat treatment is covered only if the original treatment fails after the first 18 months

- Periodontal services including:
 - scaling and root planing, limited to a combined maximum of 4 time units a year
 - occlusal adjustment and equilibration, limited to a combined maximum of 4 time units a year

A time unit is considered to be a 15-minute interval or any portion of a 15-minute interval
- Denture maintenance, after the 3-month post-insertion care period, including:
 - denture relines for dentures at least 6 months old, once every 3 years
 - denture rebases for dentures at least 2 years old, once every 3 years
 - resilient liner in relined or rebased dentures, once every 3 years
- Oral surgery
- Adjunctive services

Accidental Dental Injury Coverage

- Treatment of injury to sound natural teeth. Treatment must start within 60 days after the accident unless delayed by a medical condition
- A sound tooth is any tooth that did not require restorative treatment immediately before the accident. A natural tooth is any tooth that has not been artificially replaced

Limitations

If you do not apply for dental care coverage within one month after you become eligible, benefits are limited to \$100 during the first 12 months of your coverage, unless the expenses are incurred solely as a result of an accident occurring after the coverage takes effect.

No benefits are paid for:

- Duplicate xrays, custom fluoride appliances, audio-visual oral hygiene instruction and nutritional counselling
- The following endodontic services - root canal therapy for primary teeth, isolation of teeth, enlargement of pulp chambers and endosseous intra coronal implants
- The following periodontal services - desensitization, topical application of antimicrobial agents, subgingival periodontal irrigation, charges for post surgical treatment and periodontal re-evaluations
- The following oral surgery services - **implantology**, surgical movement of teeth, services performed to remodel or recontour oral tissues (other than minor alveoplasty, gingivoplasty and stomatoplasty) and alveoplasty or gingivoplasty performed in conjunction with extractions
- Hypnosis or acupuncture
- Crowns, bridgework, dentures or repairs to bridgework or dentures
- Orthodontic coverage
- Accidental dental injury expenses for treatment performed more than 12 months after the accident, denture repair or replacement, or any orthodontic services
- Expenses private plans are not permitted to cover by law
- Services or supplies that do not represent reasonable treatment
- Treatment performed for cosmetic purposes only
- Congenital defects or developmental malformations in people 19 years of age or over
- Temporomandibular joint disorders, vertical dimension correction or **myofacial** pain

- Expenses arising from war, insurrection, or voluntary participation in a riot

How to Make a Claim

Obtain form M445D from your employer. Have your dentist complete the form and return it to the benefit payments office as soon as possible, **but** no later than 15 months after the dental treatment.

COORDINATION OF BENEFITS

- Benefits for you or a dependent will be directly reduced by any amount payable under a government plan. If you or a dependent are entitled to benefits for the same expenses under another group plan or as both an employee and dependent under this plan or as a dependent of both parents under this plan, benefits will be co-ordinated so that the total benefits from all plans will not exceed expenses.
- You and your spouse should first submit your own claims through your own group plan. Claims for dependent children should be submitted to the plan of the parent who has the earlier birth date in the calendar year (the year of birth is not considered). If you are separated or divorced, the plan which will pay benefits for your children will be determined in the following order:
 1. the plan of the parent with custody of the child;
 2. the plan of the spouse of the parent with custody of the child;
 3. the plan of the parent without custody of the child;
 4. the plan of the spouse of the parent without custody of the child

You may submit a claim to the plan of the other spouse for any **amount** which is not paid by the first plan.

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