

SOURCE	Comp.		
EFF.	92	07	01
TERM.	94	06	30
No. OF EMPLOYEES	110		
NOMBRE D'EMPLOYÉS			

COLLECTIVE AGREEMENT

Between

KINGSTON AND DISTRICT ASSOCIATION
FOR COMMUNITY LIVING
(hereinafter referred to as the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2635
(hereinafter referred to as the "Union")

(July 1, 1992 to June 30, 1994)

Extended To March 31, 1998

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ARTICLE 1 - PREAMBLE

1.01 Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Employer and the employees covered by this Agreement. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Employer and its employees and to settle amicably differences or grievances which may arise from time to time hereunder in a manner hereinafter set out.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer agrees to recognize the Union as the exclusive bargaining agent for all employees of the Kingston and District Association for Community Living at Kingston, Ontario, save and except supervisors, managers, persons above the rank of supervisor, office and clerical staff, and financial officer.
- 2.02 The term "employee" or "employees" as used in this Agreement shall mean only those employees who are included in the bargaining unit as defined in Article 2.01 above. A full-time employee is one who is regularly scheduled to work more than twenty-four (24) hours per week. A part-time employee is one who is regularly scheduled to work twenty-four (24) hours or less per week.
- 2.03 Where the masculine pronoun is used in this Agreement, it shall mean and include the feminine pronoun where the context so applies.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 The Union acknowledges and recognizes that the management of the Employer's operations and direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as limited by an express provision of the Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, assign, promote, demote, retire at age 65, discharge, classify, transfer, lay-off, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause by an employee who has completed his/her probationary period may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) Determine in the interest of efficient operation and highest standards of service, classification, hours of work, work assignments, methods of doing the work, and the working establishment of any service and the standards of performance for all employees:

3.01 (cont'd)

(d) Make and enforce and alter from time to time reasonable rules and regulations to be **observed** by all **employees**. Such rules and regulations shall be communicated to the employees and the Union at the time of their introduction or amendment:

(e) Determine the **number** of personnel required, services to be performed and the methods, **procedures** and equipment to be **used** in connection therewith.

3.02 The Employer agrees that these rights shall not **be** exercised in a manner inconsistent with the express provisions of this agreement.

ARTICLE 4 - UNION SECURITY

4.01 The Employer agrees to deduct in each pay period from the pay due to each employee who is covered by this Agreement a sum equal to the dues of each such employee. The Employer shall remit the amount so deducted to the **Secretary-Treasurer** of the **Union** by the fifteenth (15th) day of the month next following the deduction along with a list of the names of the employees from whose pay the deductions have been made.

4.02 The Union shall **notify** the Employer in writing of the amount of such **dues** from time to time and one month prior to any change in the amount of the said dues becoming effective.

4.03 The **Union** shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

4.04 At a time and place designated by the Employer, a representative of the Union shall be allowed an opportunity to interview each new employee of up to fifteen (15) minutes for the purpose of acquainting the employee with the Union. Such interview opportunity shall occur within thirty (30) days of hiring.

ARTICLE 5 - DISCRIMINATION

5.01 The Employer and the Union agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practiced by any of its representatives because of an employee's membership or non-membership in the Union.

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

ARTICLE 6 - REPRESENTATION

- 6.01 The Employer acknowledges the right of the Union to appoint or elect from amongst its members who have completed their probationary period, one steward from each of the following areas:

Children's Services, Adult Services, Vocational Services, and one (1) Chief Steward.

The function of these stewards shall be to assist employees in their respective areas in the processing of any grievance or complaint which may properly arise under the provisions of this Agreement.

The Union will notify the Employer of the names of the stewards before the Employer shall be required to recognize them.

The Chief Steward may accompany another steward at grievance meetings for the purposes of training and familiarization, and may act in the absence of any steward in the process of investigating and representing grievances.

- 6.02 It is agreed that a steward shall continue to perform his/her regular duties in order to maintain efficiency of operations. However, in accordance with this understanding, should he/she be required to assist employees in presenting grievances during regular working hours, he/she will first obtain the permission of his/her immediate supervisor. The Employer agrees the steward will not lose regular pay while servicing grievances. The Employer agrees that all hours spent in meetings arranged by the Employer shall be considered as hours worked and paid at the straight time hourly rate.

- 6.03 The Union may appoint and the Employer shall recognize a Negotiating Committee of up to four (4) employees who have completed their probationary period whose function shall be to negotiate renewals of the collective agreement as provided in Article 29. The Union agrees to notify the Employer of the names of the Negotiating Committee before the Employer shall be required to recognize them. The Employer agrees all hours spent in negotiation meetings shall be considered as hours worked.

- 6.04 All correspondence from the Employer to the Union arising out of this Agreement shall be forwarded to the Secretary of the Union, with a copy sent to the National Representative of CUPE. The Union shall inform the Employer in writing of the name and address of the Secretary of the Union and of any changes as they occur. All correspondence from the Union to the Employer arising out of this Agreement shall be forwarded to the Executive Director or his designate.

6.05 Labour-Management Committee

The Employer and the Union shall each name four (4) representatives to the Labour-Management Committee which shall meet at least once every third month at times mutually agreed by the parties. The purpose of the meetings will be to discuss matters of mutual concern to the parties. The Employer agrees all hours spent in Labour-Management meetings shall be considered as time worked, up to forty (40) hours per year for the Union Committee.

6.06 In all meetings between the parties, the Union shall have the right to be assisted by a representative of CUPE and the Employer shall have the right to be assisted by counsel.

6.07 Now Programs

When newly-funded client services that create or affect bargaining unit positions are being implemented, management will inform the Union before implementation to discuss wages, hours of work and other responsibilities of the program.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible.

7.02 It is understood that any employee has no grievance until he/she has first discussed his/her complaint with the person's unit manager and afforded him/her an opportunity to settle the complaint. Failing settlement, any complaint or grievance arising under this Agreement relating to the interpretation, application, administration or alleged violation of this Agreement shall be submitted in writing within ten (10) working days after the circumstances giving rise to the complaint or grievance have occurred and shall be processed and dealt with in accordance with the terms and provisions set forth in this Article.

STEP I

It is the mutual desire of the parties hereto that grievances shall be presented by the grievor and dealt with by the Employer in a fair and equitable manner, and in a manner which contributes to an expeditious resolution of the matter in dispute on its own merits, rather than on the technicalities of presentation. It is further in the interest of both parties that grievances be stated clearly and straight forwardly.

7.02 STEP 1 (cont'd)

Therefore, the employee shall submit a written grievance signed by him/her to the Program Director or his/her designated representative, with a copy to his/her unit manager. The nature of the grievance, the remedy sought and the section(s) of the Agreement alleged to have been violated shall be set out in the grievance form. The Program Director or his/her designated representative will deliver his/her written decision to the grievor with a copy to the Union within ten (10) working days after receiving the written grievance. Should the Program Director or his/her designated representative wish to discuss the grievance prior to issuing his/her written decision, he/she will arrange to meet the grievor and his/her steward at a time which is mutually agreeable to the parties concerned.

STEP II

Within five (5) working days after the decision is given under Step I, the grievor shall submit the written grievance to the Executive Director or his designate. The Executive Director or his designate shall meet with the grievor and his/her steward to review the grievance within five (5) working days following receipt of the grievance. The Executive Director or his designate will deliver his written decision to the grievor with a copy to the Union within five (5) working days from the day on which the grievance was convened.

7.03 No adjustment effective under the grievance procedure or arbitration shall be made retroactive prior to the date the grievance was formally presented to the Employer under the grievance procedure. Article 7.03 shall not apply to grievances concerning alleged payroll errors.

7.04 Policy Grievances

It is agreed that a complaint or grievance arising directly between the Employer and the Union shall be originated under Step II and the time limits set out with respect to that Step shall appropriately apply. A policy grievance is defined as a grievance arising directly between the Employer and the Union, of a matter which could not have been raised by an individual employee and which concerns the interpretation, application, administration or alleged violation of this agreement. A policy grievance shall originate at the second step of the grievance procedure. It is understood that the provisions of this section may not be used with respect to a complaint or grievance directly affecting an employee or employees and that the regular grievance procedure shall not be by-passed.

7.05 Failing settlement under the foregoing procedure of any dispute between the parties arising from the interpretation or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, such dispute may be submitted to arbitration as set forth in Article 9.

- 7.06 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union and reduced to writing, shall be final and binding upon the Employer, the Union and the employees.
- 7.07 The parties may agree to waive or extend any of the time limits established in this grievance procedure. However, any such agreement shall be in writing and acknowledged by the parties.
- 7.08 For the purpose of this Article, the words "working days" shall not include Saturdays, Sundays, or Paid Holidays.

ARTICLE 8 - DISCHARGE GRIEVANCES

- 8.01 The release of a probationary employee shall not be subject to the grievance Procedure and shall be at the sole discretion of the Employer, provided, however, a claim by an employee who has completed his/her probationary period that he/she has been unjustly discharged, shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step II within five (5) working days after the date the employee ceased to work for the Employer.
- 8.02 Such special grievance may be settled under the grievance and arbitration procedures by:
- (a) Confirming the Employer's action in dismissing the employee: or
 - (b) Reinstating the employee with full compensation and seniority for the time lost: or
 - (c) By any other arrangement which is just in the opinion of the parties or the Arbitration Board if appointed.
- 8.03 Clearing of Record
- The record of an employee shall not be used against him/her at any time in the following instances:
- (a) When twelve (12) months have elapsed since the issuance of an oral warning, provided there has been no recurrence of a similar and/or other infraction.
 - (b) When twenty-four (24) months have elapsed since a written warning or Suspension, provided there has been no recurrence of a similar and/or other infraction.

ARTICLE 9 - ARBITRATION

- 9.01 If no written request for arbitration is received within twenty (20) days from the date of the decision under Step II above, the grievance shall be deemed to have been settled.
- 9.02 When either party requests that a grievance be submitted to arbitration it may follow the procedure set out in Section 45 of the Ontario Labour Relations Act or refer the matter to a single arbitrator in accordance with the procedure set out in Schedule "B" of this agreement. or by mutual agreement the parties may establish a tripartite Board of Arbitration as set out in Section 44 (2) of the Act.
- 9.03 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 9.04 The Arbitration Board shall not have the jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof. nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.05 The written decision of the majority of the Board of Arbitration shall be final and binding upon the Employer, the Union and the employees.
- 9.06 Each of the parties shall jointly bear the fees and expenses of the Chairperson of the Arbitration Board, and shall individually bear the fees and expenses of their nominee to the Board.
- 9.07 The parties may agree to extend or waive any of the time limits prescribed in this Article. However, any such agreement shall be expressed in writing and acknowledged by the parties.

ARTICLE 10 - NO STRIKES OR LOCK-OUTS

- 10.01 The Employer agrees that there shall be no lock-outs and the Union agrees that there shall be no strikes as long as this Agreement continues to operate. The terms "strike" and "lock-out" shall bear the meaning given in the Ontario Labour Relations Act.

ARTICLE 11 - SENIORITY

- 11.01 Seniority as referred to in this Agreement shall be the length of continuous service with the Employer in the bargaining unit since most recent date of hire.
- The seniority of full-time employees shall be credited in the amount of calendar days and years since most recent date of hire.

11.01 (cont'd)

The seniority of part-time employees shall be credited in the amount of total hours worked since most recent date of hire.

For purposes of applying this agreement or comparing the seniority of full and part-time employees, 1650 hours of part-time service shall be deemed equivalent to one (1) year of full-time service. No part-time employee, however, shall earn more than 1040 hours seniority in the six (6) months reflected on the seniority list (January and July). The parties further agree that contract employees will earn seniority from their original date of hire.

11.02 An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement until after he/she has completed three (3) calendar months' work from the date of original hire in the bargaining unit. Upon completion of the probationary period, the employee's name shall be placed on the seniority list and he/she shall be credited with seniority effective from the date of hire.

11.03 A seniority list shall be maintained by the Employer, updated twice each year in January and in July, and posted on the bulletin board. A copy of the seniority list will be supplied to the Local Union's Secretary at the time it is posted.

11.04 A person shall lose all seniority and employment shall be terminated if he/she:

(a) voluntarily quits or retires and does not rescind the notice in writing within twenty-four (24) hours (not to include Saturday, Sunday or a Paid Holiday), or in the act of quitting takes action which would justify a disciplinary dismissal; -

(b) is discharged for just cause and not reinstated;

(c) fails to report for work within five (5) working days after issuance of notice of recall by registered mail to his/her last address on record with the Employer, unless the employee is unable to respond because of sickness or other just cause;

(d) is laid off for a period in excess of twenty-four (24) months.

11.05 It shall be the duty of the employee to notify the Employer promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of any notice to reach Such employee.

11.06 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain their seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, he/she may be placed in a job consistent with his/her seniority. Such return shall not result in the lay-off or bumping of any bargaining unit employee.

11.07 Accrual of Seniority During Leaves of Absence

- i) full-time employees who take Maternity or Paternity Leave of Absence shall accrue seniority during the period of leave;
- ii) full-time employees who take a Disability Leave of Absence shall continue to accrue seniority during the period of leave for up to two (2) calendar years from the last day worked. At that time, the employee's current seniority level shall be frozen, until such time as the employee returns to work. This provision shall be understood to apply retroactively.

11.08 Contract Employees

- i) The parties agree that employees hired on a time-limited special funding contract basis shall be maintained on a separate seniority list until such time as they may be hired permanently;
- ii) The Employer agrees to post the position formerly held by the contract employee, if the Employer is able to offer the position on a permanent basis;
- iii) After complying with the provisions of Article 12.05, the Employer will consider employees on the special seniority list prior to advertising the position externally;
- iv) Terminated contract employees shall be maintained on the special seniority list for a period of two (2) calendar months after their date of termination;
- v) Any employee from this list hired for a permanent position shall be credited with the full amount of his/her accrued seniority from their original date of hire.

ARTICLE 12 - JOB POSTING

- 12.01 The Employer agrees to post notices of all job vacancies including newly created positions within the bargaining unit which are to be filled, excluding those specially funded positions which require the Association to hire from designated unemployed groups. Such notices shall be posted on the bulletin board for a period of five (5) working days. Interested employees who have completed their probationary period must apply within the five (5) working day period of the posting. The vacancies created by the filling of the posted initial vacancy shall also be posted.
- 12.02 Notice of permanent job vacancies shall include the nature of the position, qualifications, hours of work and salary range.
- 12.03 The Employer shall have the right to fill the vacancy on a temporary basis until the posting procedure has been complied with and arrangements have been made to permit the successful applicant to be assigned to the job concerned.
- 12.04 In the event an employee is the successful applicant for a vacancy hereunder, the Employer need not consider such employee for any further posted vacancy for a period of three (3) months following the date of acceptance. At the discretion of the Employer, however, an employee may be limited to two (2) successful bids in a calendar year.
- 12.05 The Employer will first consider all internal applicants. Appointment shall be made of the applicant who possesses the required combination of personal attributes, ability, experience and skills taking into account client and situational factors for the position. After complying with the provisions above, the Employer will consider applicants from the special seniority list prior to advertising the position externally.
- Seniority shall be the determining factor in deciding between two or more qualified applicants, based on the above qualifications.
- Should there be no qualified applicant, the Employer may fill the job from other sources.
- 12.06 Notice of job vacancies in excess of two (2) months shall be posted in accordance with Article 12 prior to outside advertising so that interested employees may apply for the job vacancy.
- 12.07 The Employer agrees to post a notice of any Training Course for which employees may be considered.
- 12.08 The Union shall be notified within thirty (30) days of all hirings, job postings, promotions, transfers, lay-offs, and terminations of employment within the bargaining unit.

12.09 Assignment or Promotion to Positions Within the Bargaining Unit

(a) For the purposes of this Article:

"transfer" shall refer to a permanent change to a different program or classification with no change in pay. A transfer may be requested by an employee, and granted at the Employer's discretion:

"temporary assignment" shall refer to a change required by the Employer and specified in writing which is for a short term (on an "acting" basis), and may or may not involve changes in program, classification or rate of pay:

"promotion" shall refer to a permanent change to a higher paid classification:

"substitute employee" shall refer to an employee on temporary assignment, as defined above.

(b) Any employee temporarily assigned by the Employer to perform duties of a higher paid classification for a period in excess of two (2) calendar weeks shall be paid the rate in the higher classification immediately above their current rate beginning from the commencement of the shift on which the assignment was in effect.

An employee on the second or subsequent similar assignment in any calendar year, commencing from his/her first assignment, shall receive the said higher rate at once where such assignment is for at least one (1) full working day.

(c) Full-time employees temporarily assigned by the Employer to a lower paid classification shall continue to receive their normal (higher) rate of pay.

(d) Where a part-time or substitute employee who has passed probation under the terms of this Agreement is promoted to a full-time position, he/she shall receive the full amount of the commencement rate of pay for the classification to which he/she is promoted, and become entitled immediately to the benefits provided under Article 25 of the Agreement.

(e) The following salary adjustment shall be made on the promotion of employees to a higher full-time classification:

i) the employee shall receive the full amount of the commencement rate of the new classification:

12.09 e) (cont')

- ii) if the commencement rate is lower than the employee's former rate, the employee shall receive the next corresponding rate in the grid which is higher than his/her former rate.

ARTICLE 13 - LAY-OFF

13.01 A lay-off shall be defined as a reduction in the work force arising from a shortage of work or a reduction of funding.

The Employer agrees that no general or partial reduction of full-time hours or the part-time minimum shift guarantee in Article 21.02 (c) shall be instituted in the event of a shortage of work without written consent by the Union.

13.02 Recognizing the special and very sensitive nature of the work involved and the need to match worker skills to client needs, the Employer may, for the purpose of complying with this Article, transfer or re-assign, but not demote, employees who remain on the job after a lay-off as circumstances require.

13.03 In the event that a reduction of the work force is required, the Employer agrees to lay off employees in the reverse order of seniority provided that the employee is willing and qualified to do the work available.

13.04 When recalling employees after lay-off, those last to be laid off will be first to be recalled provided that the employee is willing and qualified to do the work which is available.

13.05 The Employer agrees to recall employees on lay-off, provided they are willing and qualified to do the work which is available, before new employees are hired.

13.06 In lieu of the Employer's contribution to benefits for which the employee becomes ineligible upon being laid off, the Employer agrees to provide a separation allowance equal to the Employer's contribution to the employee's benefit plan for the first three (3) months of the period of lay-off.

13.07 The Employer shall notify employees who are to be laid off twenty (20) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.

ARTICLE 14 - BULLETIN BOARDS

14.01 The Employer will provide space in a mutually designated area in each program area which may be used by the Union to post notices of Union Meetings and other such Union Notices that may be of interest to the employees. Keeping within the general spirit and intent of the collective agreement. There shall be no general distribution of notices of any kind upon the Employer's property other than as provided above.

ARTICLE 15 - HOLIDAYS

15.01 (a) For the purpose of this Agreement, the following days shall be recognized as paid holidays:

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

In addition to the holidays specified above, each employee shall be entitled to take three (3) floating holidays during each calendar year of this Agreement, to be taken upon the employee's request. These float holidays may be used for personal reasons provided notification is given to the immediate supervisor prior to the time he/she would normally report for work.

The above floating holidays are accumulated on a month-to-month basis throughout the calendar year. The employees may use whole or partial days as they are accumulated.

When an employee has not been able to utilize accumulated floating holiday time by the end of the calendar year, the unused portion will be paid out at the regular rate of pay.

(b) In lieu of the three (3) floating holidays, as described above, part-time employees shall receive an additional one percent (1%) vacation pay.

15.02 In order to qualify for holiday pay, an employee must work his/her full work day immediately preceding and his/her full work day immediately following such holiday.

In addition, part-time employees must have worked on at least twelve (12) days during the four (4) weeks immediately preceding a holiday to receive a paid day off for the holiday.

15.03 Full-Time

Full-time employees who are required to work on a paid holiday will be compensated at the regular straight time hourly rate for actual hours worked plus an additional credit at one and one-half times (1½X) the regular hourly rate. This credit may be applied in either of two ways at the Employer's discretion:

- i) by a lieu time credit of twelve hours; or
- ii) by a payment of wages at the above-mentioned overtime rate.

Full-time employees who are not required to work on a paid holiday will be compensated for the number of hours he/she would normally be scheduled to work at the regular straight time hourly rate.

Part-Time Employees

Part-time employees who are required to work on a paid holiday will be compensated at two and one-half (2½X) the regular straight time hourly rate for actual hours worked.

Part-time employees who are not required to work will receive one (1) day's compensation based on their average daily earnings for the first four (4) week period immediately preceding the paid holiday.

Probationary Employees

Probationary employees will be compensated at one and one-half times (1½X) the regular straight time hourly rate for actual hours worked. No compensation will be paid if the probationary employee is scheduled to be off.

15.04 when an employee is scheduled to work on a holiday and does not work, he/she shall not be paid for the holiday unless excused in writing by the Employer.

15.05 For the purpose of the application of this Article, an employee will be compensated at the appropriate overtime rate for all hours worked during the 24 hour period of the holiday.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 The Employer may, in its discretion, grant a leave of absence with or without pay to any employee for education and/or personal reasons. Requests for leave of absence shall be in writing and submitted to the Executive Director. Written requests for leave of absence will not be arbitrarily or unreasonably denied. Employees requesting leaves which are denied will receive a written response from the Executive Director giving the reasons why.

16.02 (a) Pregnancy/Parental Leave

The Employer agrees to grant a pregnant employee or an adoptive parent, who has thirteen (13) weeks or more of service, leave of absence for a period of up to thirty-five (35) weeks. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy providing the employee is able to carry out her regular duties in a normal manner, or the privilege to request a re-assigning from her regular duties to that of less demanding work at the rate of pay for that work, if such is available.

The period of leave will be considered as continuous service for purpose of seniority, length of vacation entitlement and annual increments. During an employee's pregnancy leave or parental leave, the Employer shall continue to make the Employer's contributions for benefits under Article 15 of the current collective agreement unless the employee gives the Employer a written notice that the employee does not intend to pay their contributions, if any. Employee contributions, if any, will be submitted by the employee to the Employer on a monthly basis during the term of the leave.

Employees returning from pregnancy leave or parental leave shall be returned to their former position if it still exists, or to a comparable position if it does not. The employee shall not be entitled to any sick leave benefits during leave of absence for pregnancy.

Employees shall give written notification two (2) weeks prior to the commencement of her requested leave together with her expected date of return. At such time, she shall also furnish the Employer with her doctor's certificate as to pregnancy and expected date of delivery. Employees may terminate a pregnancy leave or parental leave upon four (4) weeks notice to the Employer.

(b) Paternity Leave

An employee whose spouse gives birth to a child shall be granted three (3) working days paid leave contiguous to the event and, upon request by the employee, shall be granted up to six (6) months unpaid leave. Employment benefits during the unpaid leave may be maintained on condition that the employee pays the full premium cost.

16.03 (a) If an employee is required to serve as a *juror or Crown* witness, he/she shall not lose his/her regular pay because of such attendance provided he/she notifies the Executive Director immediately upon notification that he/she will be required to serve as a *juror or Crown witness*. presents proof of service and promptly pays to the Employer any amounts paid to him/her for such service. A probationary employee who is required to serve as a juror or Crown witness will have his/her probationary period extended by the length of the leave.

(b) Leave For Court Appearance

In the event an employee is accused of an offence which requires a court appearance. he/she shall be given an automatic leave of absence without loss of seniority, but without pay. In the event that the accused employee is jailed awaiting a court appearance. he/she shall be given an automatic leave of absence without loss of seniority, but without pay.

16.04 The Employer shall grant leaves of absence without pay for up to two (2) employees to attend Union conventions or seminars, provided that:

- (a) such leave does not unduly interfere with the operational requirements of the Employer;
- (b) the total combined leave for the bargaining unit granted hereunder shall not exceed **twenty (20)** working days per year of the Agreement;
- (c) not more than one (1) employee from **any work** area may receive leave hereunder at any one time; and
- (d) the Union gives fourteen (14) clear days' notice of such leave to the Employer.

16.05 CUPE National Convention

The Employer shall provide five (5) working days' paid leave of absence to one (1) employee who is selected by the Union to attend the biennial **CUPE** National Convention.

All wages paid to an employee granted such leave shall be charged to the **Joint** Staff Education and Conference Fund, and the provisions of Article 16.04 shall apply.

It is understood that the Employer may require the employee to visit and report upon certain facilities for the developmentally handicapped in the convention host city during the leave.

16.06 Special Leave of Skills Upgrading

The Employer may require employees, from time to time, to participate in skills upgrading programs. In such an eventuality, the employee shall be granted paid leave and reasonable expense compensation.

16.07 Employee Assistance/Employee Recovery Program Leave

The parties undertake to establish a jointly administered program which will assist employees to recover from certain afflictions which render them unable to carry out their employment responsibilities.

Employees who are required to absent themselves from work to participate in the program shall be granted paid leave of absence compensated by the expenditure of sick leave credits, Unemployment Insurance Sick Benefits (where applicable), and then by the grant of special personal leave. Compensation shall be at the level provided by the various benefit plans.

The scope, terms and conditions of the program shall be determined by the Joint EAP/ERP Committee.

16.08 Time Off for Voting

As provided by statutory right under The Canada Elections Act and/or other applicable legislation, employees shall be allowed sufficient time off before the closing of polls to allow four (4) consecutive hours for voting in federal, provincial, municipal elections, or referenda without deduction from pay for the full shift.

16.09 Medical Care Leave

The Employer agrees to allow employees sufficient paid time off from normally scheduled work time to attend appointments for routine preventive medical and dental care. Employees will make every attempt to schedule such appointments during non-working hours. Employees may be required to show proof of health care in a form acceptable to the Employer. Such time off will be limited to one and one-half (1½) days in a calendar year, but under special circumstances, additional time may be granted at the Employer's discretion.

ARTICLE 17 - BEREAVEMENT LEAVE

17.01 An employee shall be granted five (5) working days' leave of absence at his/her regular straight time hourly rate in the event of death of his/her spouse, child, mother, father, brother or sister.

An employee shall be granted up to three (3) days' leave of absence at his/her regular straight time hourly rate to make arrangements for or to attend the funeral of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents or grandchild, provided that the employee loses time on a regular scheduled working day.

17.02 An employee will not be eligible to receive payments under this Article for any period which he/she is receiving payments in the form of paid holidays, any disability or sick leave benefits or Workers' Compensation benefits.

ARTICLE 18 - REIMBURSEMENT

18.01 (a) In the event an employee uses his/her automobile on behalf of the Employer and is authorized by the supervisor to do so, the Employer shall pay an allowance of thirty cents (30¢) per kilometre. (thirty-two cents (32¢) per kilometre effective July 1, 1993), upon receipt of an official travel expense form approved by the employee's immediate supervisor.

The parties also have agreed that damage claims to automobiles due to clients use will be reimbursed upon submission of receipts. Information on the fleet liability insurance will be made available to the Union Executive.

(b) Any round trip over 35 kilometres outside the Greater Kingston Area must be authorized in advance by the employee's supervisor.

The Union agrees that Liability Insurance carried by the Employer provides employees with acceptable legal liability protection against claims arising out of accidents involving vehicles driven by employees on the business of the Employer. This coverage applies only in excess of the insurance carried by the owner of the vehicle and is subject to a deductible amount of \$100 with collision claims, which the Employer agrees to pay in the event of such a claim.

18.02 Parking

The Employer agrees to reimburse employees for job related parking costs upon submission of receipts.

ARTICLE 19 - WAGES

- 19.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement. the wages set forth in Schedule "A" attached hereto.
- 19.02 The Employer agrees to pay the wages set forth in Schedule "A" bi-weekly every other Thursday. The employees' notification of direct electronic deposit of the employee's pay shall indicate the amount of wages, and overtime, and other supplementary pay as well as any deductions made by the Employer.
- The Employer agrees to provide to each employee in January, April, July, and October each year a record of that employee's current amount of lieu time, vacation time, sick leave, floating holidays and paid holidays.
- 19.03 Retroactivity
- All wages or salary negotiated in the new agreement shall be adjusted retroactively to the commencement date of the new agreement.
- An employee who has voluntarily severed his/her employment or been laid off between the termination date of this agreement and the effective date of, the new agreement shall receive the full retroactivity of any increase in wages, or salary, provided the employee leaves a forwarding address with the Employer.

ARTICLE 20 - GENERAL

- 20.01 An employee may request the examination of the employee's personnel file and the same shall be shown to the employee during normal office hours, within five (5) days of the filing of the request.
- 20.02 A copy of any recorded warning or other disciplinary notice shall be given to the employee concerned; the Employer shall advise the Local Union President, by confidential memorandum (copied to the CUPE National Representative), that a recorded warning or other disciplinary notice was given. Such advice shall specify only the name of the employee and the nature of the disciplinary notice. A copy of any recorded discussions that are to be placed on the employee's personnel file will be submitted to the employee involved.
- 20.03 An employee is entitled upon request to be accompanied by a Union Steward or other Union Local Representative during investigations which may result in disciplinary action taken by the Employer.
- During disciplinary meetings with the Employer an employee will have representation by a Union steward or other Union Local Representative at the time of such meetings.

20.04 Performance Appraisals

Each employee will receive a formal written performance appraisal which will ~~be~~ completed no later than thirty (30) working days following the employee's anniversary date. The employee shall be given at least one (1) week's (5 working days) notice of such appraisal.

ARTICLE 21 - HOURS OF WORK

21.01 It is hereby expressly understood and agreed that the provisions of this article are for the purpose of computing overtime and shall not be construed to be a guarantee of limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules. save and except the undertaking set out in Article 21.02 (c).

- 21.02 (a) i) Subject to paragraph ii) below, the regular assigned shift of work for all full-time employees shall be eighty (80) hours averaged over a two (2) week period and the regular daily shift shall be eight (8) hours, including a paid meal period of one (1) hour. It is agreed and understood that employee must stay on the premises of the Employer during the paid meal period and shall be required to perform such duties as are required during such meal period.
- ii) The Employer may introduce ten (10) or twelve (12) hour shifts as part of an employee's regularly scheduled hours of work and, provided that such shifts are indicated on the posted schedule, no overtime shall be payable unless they cause an employee to work more than eighty (80) hours averaged over a two (2) week period.
- iii) The Employer may from time to time, designate certain staff assignments as self-scheduled, and employees fulfilling such assignments shall be subject to the provisions of Article 21.02 (b), below.
- iv) The parties understand and mutually agree that changes in consumer demand and in the expectations of funding sources may necessitate changes and flexibility in working conditions in the future, especially in the area of sheltered employment services.

The regular work week in sheltered employment programs is presently five (5) days from Monday to Friday inclusive for a total of forty (40) hours per week: the regular daily shift is eight (8) hours from 8:00 a.m. to 4:00 p.m. However, variable daily shifts may be introduced by the Employer only after thorough discussion between the parties at Labour-Management Committee.

21.02 (cont'd)

(b) Self-Scheduling

- (i) Those staff who operate on a self-scheduled basis must combine their freedom in scheduling their work time with responsibility. An account of hours worked must be submitted to the appropriate supervisor as soon as possible at the end of a pay period. Staff should be able to itemize hours worked and where, if required to do so.
- (ii) Overtime will be recognized for reimbursement only if it has been authorized in advance by the supervisor. In cases of emergency, the overtime must be reported immediately following the overtime shift (or part). The normal requirements for reporting of emergencies and/or incidents shall apply in any case. Should such situations occur requiring overtime, staff are requested to make every effort to reduce total overtime in a pay period by reducing hours worked on subsequent days in the pay period.
- (iii) Lieu time taken in excess of three (3) hours per pay period must be authorized in advance by the supervisor.
- (iv) Vacation time must also be requested and authorized in advance,
- (v) Illness and the inability to work must be reported immediately to the supervisor, as outlined in Article 24 of the Collective Agreement.
- (vi) A meal hour may be claimed on an 8-hour shift if no meal has been provided on that shift. Where staff eat with a client, whether in a restaurant or in the client's home, no meal hour can be claimed for that shift. Employees shall be required to perform such duties as are necessary during such meal period.
- (vii) Within the boundaries of the City of Kingston, staff must get to their first working destination at their own expense and on their own time. From that first site, all travel (time and mileage) will be compensated at applicable rates during the shift, until the final work site of the shift is reached, keeping in mind always frugality in time and mileage. Staff are responsible to get home from their last work site at their own expense and on their own time.

21.02 (cont'd)

- (c) Part-time employees shall be scheduled to work a minimum of sixteen (16) hours a week, averaged over a four (4) week period, unless otherwise mutually agreed in writing between the employee and the Employer. However, part-time employees shall be entitled to pay at overtime rates for only those hours in excess of eighty (80) hours averaged over two (2) weeks.

Employees who work a shift of less than three (3) hours' duration shall receive three (3) hours' pay for that shift.

(d) Houseparent

- (1) The work week will consist of the time from Monday at 1500 hours to Friday at 900 hours for the weekday houseparent, excluding daytime hours from 900 hours to 1500 hours. This total of 72 hours is pro-rated, meaning each hour is credited at .55 of an hour, for a total of 40 hours compensation per week. The weekend houseparent works from 1500 hours on Friday to 2300 hours on Sunday. This total of 56 hours is also pro-rated, meaning each hour is credited at .71 of an hour, for a total of 40 hours compensation per week. It is agreed by the parties that all calculations based on the pro-rating system will be rounded off to the nearest half-hour.

The parties agree that the rationale for the discrepancy in hours worked between the two positions is in recognition of the fact that the weekend houseparent works consecutive hours as well as fifty-two weekends per year.

- (2) Job responsibilities which must be carried out during times other than regularly scheduled shifts will be viewed as overtime and the accreditation for overtime will be at time and one-half, not pro-rated.
- (3) Upon the commencement of employment, houseparents will receive immediate credit for 80 actual hours of lieu time. The normal conditions for accumulating or taking lieu time off will apply.

Subsequent lieu time taken off or earned will be subtracted from or added to the 80 hour total. Houseparents who have less than the original starting bank of 80 hours lieu time upon termination of employment in this position will not be required to reimburse the Employer.

21.02 (d) Houseparent (cont'd)

- (4) The gross annual salary will be the equivalent of that for a full-time Primary Counsellor at the grid level applicable for seniority level. If applicable, overtime hours will be accredited at the corresponding hourly rate.
- (5)
 - i) By mutual agreement, the weekend and weekday houseparents may switch their regularly assigned hours in any given week, pending final approval by the Employer. In situations where there is no mutual agreement, the regular schedule applies.
 - ii) Houseparents have the right of choice and the right of refusal with respect to working the opposite weekly shift when their colleague is on vacation.
- (6) Given that the weekday and weekend houseparents have the same job description, the Employer will endeavour to ensure that responsibilities are equally divided between the positions.
- (7)
 - i) With respect to holidays and floats, houseparents are compensated in a way that is consistent with the prorated scheduled shift. For example, for the weekday person, this means that a holiday is compensated as 10 hours.
 - ii) For the purposes of determining sick time, lieu time and vacation time, it is understood that hours are calculated in a way that is consistent with the prorating system.
- (8) Consistent with Article 22, the Employer may schedule a houseparent to take their weekly or weekend shift off with lieu time when clients are away, providing appropriate notice is given. Houseparents will be offered the opportunity to take time off using vacation time. In situations where the houseparent chooses to work, they will have the option of working in another location. If the other location is a non-houseparent model, the houseparent will only be required to work 40 actual hours, to be scheduled within the time frame of their normal working hours if possible. In these situations, actual shifts and location will be determined by the Employer.

Vacations at an external location that involve the provision of support for people other than those normally supported through the houseparent location will be considered a non-houseparent model, and house parents will be required to work only 40 actual hours per week, as outlined above.

21.02 (d) (cont'd)

(9) The Employer agrees that no more than three (3) consumers will permanently reside at any location using a houseparent model.

(e) Meal Allowance

In residential settings, a meal allowance of seven dollars (51.00) may be claimed on the regular monthly expense claim, when a meal is not provided at the residential setting, and there is no opportunity to make a meal hour. The Employer reserves the right to review all such claims.

Employee meals will be paid by the Employer when the employee is assigned to "dine out" with clients during the course of his/her duties, to a maximum of ten dollars (\$10.00). This maximum may be exceeded only for "special occasion" client outings, and must be agreed to beforehand by the Coordinator.

21.03 The Employer agrees to establish schedules in accordance with the following:

- (a) split shifts shall not be scheduled.
- (b) work schedules shall be posted at least four (4) weeks in advance for full-time employees and two (2) weeks in advance for part-time employees, and shall not be changed without consent of the employees unless twenty-four (24) hours' notice of shift cancellation has been given to the employee. If such notice is not given, the affected employee shall be paid for one-half (½) of his/her cancelled shift.
- (c) shifts of more than twelve (12) hours will not be scheduled.
- (d) The Employer agrees that no employees shall be scheduled to work more than six (6) consecutive days without a day off.

ARTICLE 22 - OVERTIME

22.01 It is the Employer's intention that all overtime should be subject to mutual agreement between the employee and the supervisor whenever possible.

If an employee is authorized to work and does work in excess of his/her regular hours of work as set out in Article 21, he/she will be compensated by either of the following at the option of the Employer:

22.01 (cont'd)

(a) Lieu time off equivalent to one and one-half (1½) times the time so worked overtime;

OR

(b) Payment of an overtime premium at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay for time so worked.

(c) The Employer agrees that where employees are temporarily assigned to a higher paid classification and accrue overtime during the period of assignment, such employees shall be paid for overtime accrued at the higher rate of pay at the conclusion of the period of temporary assignment.

Such option must be exercised by the Employer within sixty (60) days of the date on which the overtime was worked. After the expiration of sixty (60) days, lieu time equivalent to forty (40) hours may be accumulated by the employee, and taken off at a time convenient to the employee only, upon providing his/her supervisor with four (4) weeks notice.

After the accumulation of forty (40) hours, the Employer may require the employee to take such lieu time off as will reduce the accumulated time to forty (40) hours. The Employer reserves the right to pay out accumulated overtime in excess of forty (40) hours at time and one-half at any time. By mutual agreement the full amount of accumulation of overtime can be paid out. The Employer agrees to give employees four (4) weeks notice of requirement to take the lieu time off under the above provisions.

For employees working longer daily shifts, overtime will be compensated when overtime worked is more than the regular hours of the longer daily shift or if the employee works more than eighty (80) hours averaged over a two (2) week period.

22.02 Employees recognize the need for overtime and agree to co-operate with the Employer in the performance of the same. All overtime shall be authorized in advance by the supervisor.

Authorization shall include emergency situations where the employee immediately notifies his/her supervisor or their designate of the nature of the incident and the necessity for overtime.

22.03 It is understood that there will be no duplication of premiums under the Agreement nor pyramiding of overtime.

22.04 An employee who is called into work outside his/her regularly scheduled hours of work will receive a minimum of three (3) hours' pay at his/her regular straight time hourly rate except to the extent that such work overlaps and extends into his/her regular hours.

22.05 On-Call Coverage

- (a) One Residential Services staff person from each of the Adults' and Children's Services will be assigned to be on-call, and to carry a pager on a rotating schedule for approximately one (1) week per month.
- (b) The normal assigned period for carrying the pager will be from Monday at 15:00 hours to the following Monday at 15:00 hours. For this period, staff will be compensated on an 8-hour overtime accreditation at the regular straight time rate of pay, or with 8 hours of lieu time, at the discretion of the Employer. Part-time staff will be paid for 8 hours at the regular straight time rate of pay.
- (c) Staff responding to emergencies while on-call will be compensated with an additional 3-hour accreditation per response. For the purposes of this Agreement, a response will be defined as physically travelling to a work site; phone calls will not be considered for additional compensation. The normal compensation rates for travel will apply to responses.
- (d) In the event that a staff person is on-call for less than a one (1) week period, he/she will be compensated with one (1) hour of accreditation for week days and one and one-half (1½) hours accreditation on weekends for every 24-hour period on-call, or portion thereof.
- (e) Where a staff person is on-call during a paid holiday, an additional 4 hours of accreditation will be added to the rates for one (1) week, described above. Responses to emergencies on paid holidays are subject to normal overtime premium rates.

ARTICLE 23 - VACATIONS

23.01 (i) Each employee, upon completion of one (1) year's continuous employment with the Employer, shall have earned 120 hours (three weeks) vacation with pay at his/her regular straight time hourly rate accruing at the rate of 10 hours (1.25 eight-hour days) per month. It is understood that upon completion of six (6) months of continuous service, an employee may receive up to 56 hours (7 eight-hour days) vacation of the foregoing entitlement.

23.01 (cont'd)

- (ii) Each employee, upon completion of five (5) years continuous employment with the Employer, shall have earned 160 hours (four weeks) vacation with pay at his/her regular straight time hourly rate accruing at the rate of 13 1/3 hours (1.67 eight-hour days) per month.
- (iii) Each employee, upon completion of ten (10) years continuous employment with the Employer, shall have earned 200 hours (five weeks) vacation with pay at his/her regular straight time hourly rate accruing at the rate of 16 2/3 hours (2.09 eight-hour days) per month.
- (iv) Each employee, upon completion of fifteen (15) years continuous employment with the Employer, shall have earned 240 hours (six weeks) vacation with pay at his/her regular straight time hourly rate accruing at the rate of 20 hours (2.5 eight-hour days) per month.
- (v) All part-time employees shall receive vacation on a pro-rata basis to full-time employees.

23.02 Vacation credits shall only accumulate to a maximum of 240 hours. Employees who accumulate vacation credits in excess of 240 hours may be required by the Employer to take such time off as will reduce the employee's total accumulation to an amount equal to 240 hours, upon the provision of four (4) weeks' notice from the Employer.

23.03 An employee who voluntarily leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which is accrued to his/her date of separation unless he/she leaves without giving two (2) weeks notice of termination in which case he/she shall only be entitled to vacation pay in accordance with the provisions of the Employment Standards Act.

23.04 Employees shall provide the Employer with two (2) months notice of their preferred vacation period. The Employer will make every reasonable effort to grant chosen vacations. It is recognized that the final decision concerning scheduling of vacations resides with the Employer. Should more than one (1) employee desire the same vacation time, such vacation time shall be granted according to seniority, provided that the efficient operation of the Employer is not unduly affected.

An employee shall be entitled to receive his/her vacation in unbroken periods of not less than one (1) day and not more than four (4) weeks unless otherwise mutually agreed upon between the employee and the Employer,

23.04 (cont'd)

The Employer further agrees to notify employees of their preferred vacation requests at least one (1) month prior to the vacation period.

ARTICLE 24 - SICK LEAVE

24.01 Pay for sick leave is for the sole and only purpose of protecting the employee against loss of regular income when he/she is legitimately ill and unable to work and will be granted on the following basis:

- (a) Sick leave will be allowed for sickness for employees after completion of their probationary period on the basis of 12 hours (1.5 eight-hour days) per month of active employment to a maximum of 144 hours (18 eight-hour days) in total at any time for full-time employees; all part-time employees shall earn sick leave credits on a pro-rata basis to full-time employees.
- (b) Once these credits are earned, they may be used when sickness renders the employee unable to perform assigned duties. Sick leave credits used up will be deducted from the total credits accumulated:
- (c) An employee, upon returning to work from sick leave of more than two (2) regularly scheduled shifts, may be requested to present proof of sickness in the form of a medical certificate acceptable to the Employer:
- (d) Employees shall not be entitled to sick leave for sickness or accident compensable by the Workers' Compensation Board:
- (e) Sick leave credits will expire on termination of employment or retirement or on death:
- (f) Any employee absenting himself/herself on account of personal illness must notify his/her supervisor or designate on the first day of illness before the time he/she would normally report for work. Failure to give such notice may result in loss of sick leave benefits for that day of absence.
- (g) In order to discourage absenteeism, the Employer agrees to make a lump sum payment of \$200 to full-time employees who use no sick days in the calendar year beginning January 1, 1993, and in each calendar year thereafter. This payment will be made on the last regular payday prior to December 25th, and will be recoverable on the first payday in the New Year, if any sick days are used during the period up to and including December 31. A lump sum payment shall be made to part-time employees on a pro-rata basis to full-time employees.

(all active)

24.02

For the purpose of determining all other entitlements under this Agreement (i.e. paid statutory and floating holidays, leaves of absence and bereavement leave), a "day" shall be equivalent to a normal scheduled shift and a "week" shall be equivalent to forty (40) hours.

ARTICLE 25 - BENEFIT PLANS

25.01 The Employer will pay one hundred percent (100%) of the cost of Ontario Health Care for all employees. Contract employees hired or working for periods of over three (3) calendar months will be eligible for benefits under Article 25.02 - Contract Employees.

25.02 The Employer agrees to contribute seventy-five percent (75%) of the group insurance premium for the following employee benefits for all eligible full-time employees in the active employ of the Employer, who have completed their probationary period, subject to the terms and conditions of the respective plans:

- Life Insurance Benefit - 2 times annual salary for natural causes, 4 times for accidental death
- Weekly Indemnity Benefit: 70% of weekly salary for 17 weeks
- Long Term Disability Benefit: 70% of weekly salary after 17 weeks up to age 65
- Extended Health Care Plan including prescription drugs, private duty nursing, semi-private hospital accommodation, "Out of Canada" benefit, and time limited coverage for spouse and children in the event of death of the insured
- Dental Care Insurance Plan: preventative and basic restorative procedures
- Vision Care Plan: \$100.00/24 months

The foregoing is expressly understood by the parties not to be an exact or exhaustive list of benefits and is not intended to limit the Employer's ability to secure the best benefit plan in return for premium dollars spent. However, in the event that a change of carrier may result in substantive changes to the benefit package, such change will be discussed with the Union prior to the implementation. At no time will the total benefit package be decreased.

Part-time employees who are employed for more than twenty (20) hours per week shall be eligible for the above group benefits provided under this article, subject to the terms and conditions of the plans.

25.02 (cont'd)

The payment of premiums shall be shared on a pro-rated basis in comparison to regular hours worked by full-time employees.

Example: Full-time employees - 40 hours per week = 75% of benefit payable by Employer - 25% by employee

Part-time employees - 20 hours per week = 37.5% of benefits payable by Employer - 52.5% by employee

During leave under the Weekly Indemnity Benefit and Long Term Benefit the Employer will pay seventy-five percent (75%) of the full cost of all Benefit Plans listed in this Article.

The above will be effective the first billing date after ratification by the parties.

Contract Employees

Employees hired by the Employer for replacement purposes or special programs under a specific contract of employment shall receive benefits as follows:

(i) employees hired under contract for a period of less than twelve (12) months will be paid fourteen percent (14%) in lieu of benefits under this article, after three (3) months of continuous employment.

(ii) employees hired under contract, for an unspecified period of time or greater than twelve (12) months will be covered by all benefits under this article after three (3) months of continuous employment.

25.03 The Employer agrees to provide copies of the Benefit Plans to employees.

25.04 Pension Plan

Contingent upon voluntary participation by employees, the Employer will contribute a minimum of two percent (2%) of an employee's gross salary to a designated retirement fund, and the employee shall contribute a minimum of two percent (2%). In the first year of this agreement, at the option of the employee, the Employer's contribution will increase to three percent (3%), provided that the employee's minimum contribution increases by an equal amount, and to a maximum of five percent (5%) in the second year, provided that the employee's minimum contribution increases by an equal amount.

ARTICLE 26 - JOINT STAFF EDUCATION AND CONFERENCE FUND

26.01 Each employee shall contribute two and one-half cents (2½¢) per hour worked to the Employer for deposit to the Staff Education and Conference Fund.

The Association will annually issue a receipt for income tax purposes to each employee in the amount of his/her contribution, and shall each pay period contribute to the Fund an additional amount equivalent to the employee's contribution.

The Fund, therefore, would be financed on the basis of five cents (5¢) for each employee hour worked.

The Staff Education and Conference Fund shall be administered by a Joint Administrative Committee comprised of two (2) members appointed by the Association and two (2) members appointed by the Union.

The Joint Administrative Committee shall establish its own policies and procedures, determine for what purposes the Fund is to be expended, provide regular reports on the status of the Fund, and make whatever recommendations to the parties it deems appropriate.

The Staff Education and Conference Fund is intended to finance programs for which funding from other sources is not available.

ARTICLE 27 - HEALTH AND SAFETY COMMITTEE

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

27.02 (a) Recognizing the responsibilities under the applicable legislation, they agree to establish a Joint Health and Safety Committee to identify potential dangers and hazards, institute means of improving health and safety programs and recommend action to be taken to improve conditions related to safety and health.

(b) Training

All members of the Joint Health and Safety Committee shall receive training and education to ensure a basic understanding of health and safety issues and Committee functions. This training shall be undertaken prior to acting on the Committee, or shortly thereafter, as determined by the Joint Health and Safety Committee.

A yearly upgrading on health and safety issues should be provided for all Joint Health and Safety Committee members.

27.02 (b) (cont'd)

The certified worker shall ~~be~~ trained at the Employer's expense. All time spent in training shall be considered work time and paid accordingly.

(c) Certified Workers

~~One~~ Health and Safety representative from CUPE will be the certified worker defined ~~under~~ the Occupational Health and Safety Act.

27.03 Meetings shall be held as required. The Committee shall maintain minutes of all meetings and make ~~the same~~ available for review.

27.04 The Employer agrees to co-operate in providing necessary information to ~~enable the~~ Committee to fulfill its ~~functions~~ and the Union ~~agrees~~ to endeavour to ~~obtain full~~ co-operation of its membership in the observation of all safety ~~rules~~ and practices.

27.05 Employee Safety Concern

Without restricting the applicability of, ~~or~~ the rights of employees ~~under The Occupational Health and Safety Act~~, an employee ~~or~~ a group of employees, who are required to work under what ~~he/she~~ or they consider to ~~be~~ unsafe ~~or unhealthy~~ conditions, shall forthwith notify the immediate ~~non-Union~~ supervisor, who shall immediately investigate the situation, and ~~if the outcome~~ is not satisfactory, then ~~he/she~~ or they shall have the right to appeal directly and immediately to the Executive Director or ~~his/her~~ designate for preferred handling. The Executive Director or ~~his/her~~ designate shall reply to the complaint in writing within five (5) working days with a copy to the Union.

27.06 Injury Pay Provision

An ~~employee~~ who ~~is injured~~ while on duty, and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at ~~his/her~~ regular rate of pay, ~~without deduction from sick leave, unless a doctor or nurse States that the employee is fit for further work on that shift.~~

27.07 Transportation of Accident Victims

Transportation to the nearest physician ~~or hospital~~ for employees requiring care by a physician or hospital, as a result of an accident or injury while on duty, shall ~~be~~ at the expense of the Employer.

27.08 The parties agree that it is in their mutual interest to attempt to ensure that employees and Association clients are protected from communicable diseases. Therefore, the parties agree that employees will undertake to have a physical examination at least annually, and will sign an affirmation that they have had such examination and are free of communicable diseases which could represent a threat to the health of Association clients or other employees.

ARTICLE 28 - WORK OF THE BARGAINING UNIT AND CONTRACTING-OUT

28.01 The parties recognize the need of the Association to remain flexible and open to the introduction of new and re-organized service structures, staff patterns, employee roles, responsibilities and work locations necessitated by changing demands on the organization and service needs as determined by clients, their family members and/or the Association.

The parties further agree to provide for greater utilization of community resources and to ensure maintenance of optimum services in light of changing government funding policies.

The Union agrees to co-operate with direct volunteer involvement in any and all client programs operated by the Association and the Employer agrees that no bargaining unit member will be laid off as a result of his/her work being assigned to a non-bargaining unit person or contracted out.

However, in instances where lay-offs occur resulting from the Association's income base being affected by either a cancellation, a reduction or an interruption in funding by the Ministry of Community and Social Services, the Union and the Employer agree to co-operate in ensuring the maintenance of optimum levels of services until such time as regular funding has been re-established. The Union agrees to the use of volunteer support in any program so affected should this become necessary.

ARTICLE 29 - WORKER'S COMPENSATION

29.01 Rights of Injured Employees

- (a) Within the meaning of The Worker's Compensation Act, the parties agree that every employee who suffers injury by accident arising out of and in the course of employment shall be reinstated, upon being declared able to work, to the position or equivalent position that he/she held on the date of injury, provided that the employee is capable of performing the work available.

29.01 (cont'd)

- (b) The Employer agrees to modify the job if necessary to accommodate the employee's disability acquired as a result of said injury, whether temporary or permanent.
- (c) If the employee is incapable of performing the work available or modified as above, the Employer agrees to give the employee preferential consideration for an alternate position when available, of a nature and at a salary commensurate with the employee's capabilities. Such preferential consideration shall override the need for posting as required in Article 12 above, and shall not be subject to the Grievance Procedure specified in Article 7 above.
- (d) No action or adjustment under the terms of this Article shall be applied retroactively prior to July 1, 1992.

ARTICLE 30 - LEGAL FEES

30.01 Where legal action is taken against an employee arising out of the legitimate performance of his/her duties, the Employer agrees to provide Legal Counsel to the employee, up to an including the Examination for Discovery (civil) or Preliminary Inquiry (criminal) stage. In criminal actions, the employee may designate his/her choice of legal counsel.

Conditional upon the Employer's continuing confidence, based upon the advice of Counsel, that the employee was engaged in the legitimate performance of his/her duties, the Employer will continue to pay the employee's legal fees up to and including the conclusion of the first decision rendered at trial. In the event of a civil action, the Employer reserves the right to reach an "out of court settlement", if he deems it appropriate to do so. At this point, or at the conclusion of the first trial in lower court, the Employer's obligation in the context of this Agreement shall be deemed to be discharged, except in the event that a judgment is rendered in favour of the employee, and the Crown or plaintiff elects to appeal the decision.

ARTICLE 31 - CLOTHING ALLOWANCE

31.01 The Employer agrees to provide safety boots for employees in the Kwik Shred and Lawn Maintenance operations, and coveralls for employees in the Kwik Shred operations.



31.01 (cont'd)

Upon submission of acceptable evidence, the Employer agrees to reimburse employees for the replacement value of articles of clothing accidentally damaged or destroyed during the performance of the employees' duties. The Employer reserves the right to review the legitimacy of such claims, including the right to inspect the damaged or destroyed article of clothing.

ARTICLE 32 - DURATION

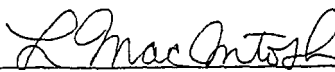
- 32.01 This Agreement shall continue in effect from the 1st day of July, 1992 until the 30th day of June, 1994, and shall continue automatically for annual periods of one (1) year each thereafter unless either party notifies the other party during the period of ninety (90) days prior to the expiration date that it desires to amend, renew or terminate the Agreement.
- 32.02 In the event notification is given as provided in the preceding paragraph, negotiations shall begin within fifteen (15) days following notification or such longer period as may be mutually agreed upon.
- 32.03 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement, prior to the current expiration date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation procedure prescribed by law has been completed, whichever date shall first occur.
- 32.04 This Collective Agreement shall be effective as of the date of ratification except as specifically noted to the contrary herein.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officers or representatives as of the 22nd day of December, 1992.

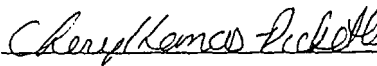
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FOR COMMUNITY LIVING

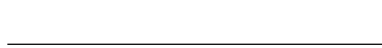
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2635

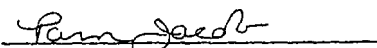




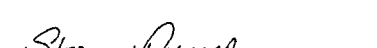


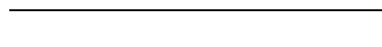


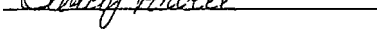


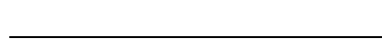


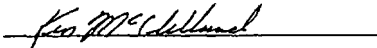












LETTER OF AGREEMENT

JOINT JOB EVALUATION PROCESS - IMPLEMENTATION

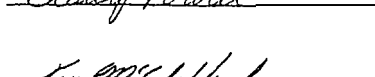
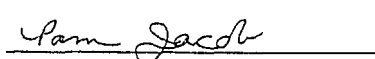
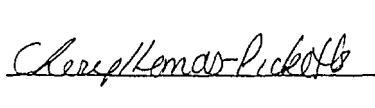
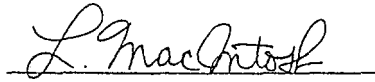
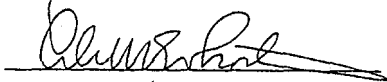
The parties agree that the recommendations of the Joint Job Evaluation Committee as ratified will be implemented, using the mechanism of the Labour/Management Committee, during the life of the current collective agreement.

This Agreement relates to all matters pursuant to the J.J.E.C. process, including issues of implementation process, language, changes to Job Descriptions, changes to the classification structure, and rates of compensation.

DATED at Kingston, Ontario, this 22nd day of December, 1992.

KINGSTON AND DISTRICT ASSOCIATION
FOR COMMUNITY LIVING

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2635



LETTER OF AGREEMENT

ADDITIONAL GOVERNMENT FUNDING

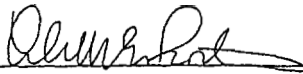
The parties understand and agree that, in the event that the Ontario Ministry of Community and Social Services provides the Employer with additional funds to improve Agency salaries and benefits. such funds as are available for bargaining unit salaries and benefits will be folded into the rates of compensation, effective from the date the salary and benefit funding is enriched and that such resulting new rates shall form part of the existing collective agreement.

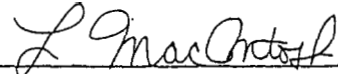
The Employer will make the adjustments in agreement with the Labour-Management Committee.

DATED at Kingston, Ontario, this 22nd day of December, 1992.

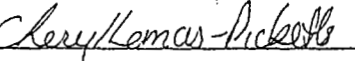
KINGSTON AND DISTRICT ASSOCIATION
FOR COMMUNITY LIVING


CANADIAN UNION OF PUBLIC EMPLOYEES
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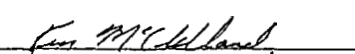












LETTER OF AGREEMENT

STAFF COMPENSATION RE: CLIENT VACATIONS

The parties agree that people supported by the Agency are entitled to have vacations and **should** be enabled to exercised the widest range of choice in **how** to spend their vacations that resources and circumstances permit. The parties mutually understand and accept the principle that vacations are, by their nature, a change from the normal routine. Therefore, the parties agree that a degree of flexibility is necessary in order to organize staff support to people for their vacations.

In the interests of equity and fairness to all staff, the parties agree to the following guidelines:

1. All **vacation plans** must be approved by the Manager, and should be submitted at least four weeks in advance.
2. 24-Hour Work-Site Relocation:
 - a) In circumstances where the site for a vacation, such as a cottage, is within commuting distance of Kingston, staffing may be organized by simply defining the place of work as temporarily moved to another location. Staff will work their regularly scheduled shifts. If the location is outside the City or Township of Kingston, the staff member may claim mileage for travel to the work site from the City or Township limits in addition to normal travel claims. Management may insist on car pooling.
 - b) In circumstances where the vacation site is too far for regular commuting (35 kilometres one-way), the Employer shall provide transportation for staff to and from the site. Through the Labour-Management process, flat rates per trip may be negotiated in advance of the vacation period. Management may insist on car pooling.
3. Voluntary Accompaniment of Individual(s) on Vacation:

In circumstances where staff agree to accompany clients on a vacation which involves an overnight stay:

 - a) Staff may be scheduled to stay overnight or for periods of time longer than twelve (12) hours on a voluntary basis only: management agrees not to schedule a staff member to accompany clients on vacation overnight involuntarily.
 - b) Staff who voluntarily agree to accompany clients on vacation for periods of one or more days (24 hours) shall be compensated for a minimum of twelve regular hours of each 24 hour period at his/her regular rate of pay.

Letter of Agreement - Client Vacations (cont'd)

3. (cont'd)

- c) For staff travel to accompany clients on vacations involving travel to distant locations, the Association will pay the most efficient form (train, bus, plane) of public transit fare to the selected destination: staff who choose to use their own vehicles instead may claim the lesser of mileage or the applicable fare.
- d) Staff have the right to waive compensation.
- e) The normal place of residence of a Staff member cannot be defined as a vacation site without explicit written approval of the Manager.

4. Other Expenses Which May Be Claimed for Reimbursement:

Entertainment expenses incidental to accompanying clients who are on vacation are claimable with the understanding that:

- a) reimbursement for meals is limited to \$25.00 per person in any 24 hour period;
- b) reimbursement for entertainment is limited to the actual cost for the staff member to have present with clients (clients pay their own way);
- c) staff should keep in mind that as a general policy the Association does not reimburse for alcohol.

DATED at Kingston, Ontario, this 22nd day of December, 1992.

KINGSTON AND DISTRICT ASSOCIATION
FOR COMMUNITY LIVING

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2635

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

9 June 1993

Memorandum of Agreement:

B E T W E E N:

Kingston & District Association
for the Community Living
(hereinafter referred to as the "Employer")

-- and --

Canadian Union of Public Employees
and its Local 2635
(hereinafter referred to as the "Union")

CASUAL PART-TIME STAFF AT THE MUTUAL DEVELOPMENT AGENCY

1. The parties agree upon the need to cooperate to preserve the economic viability of the services offered at the Mutual Development Agency (MDA), and agree that the ability to generate sufficient revenue from the sale of goods and services is crucial to that viability.
2. Therefore, the **Union** agrees to the hiring by the Employer of casual part-time staff at MDA upon the following terms and conditions:
 - i) the rate of pay for casual staff will be set at \$7.00 per hour,
 - ii) casual staff will receive no employee benefits other than those required by law, nor will they be accorded other seniority rights provided in the Collective Agreement between the parties, nor shall they be subject to those provisions related to the guaranteed minimum number of hours, or to Job Evaluation; Vacation Pay in the amount of four percent (**4%**) of wages earned in the previous pay period will be paid with each pay;
 - iii) casual staff will however be accorded other basic rights and protections provided in the Collective Agreement;
 - iv) **the** Employer agrees to deduct Union dues from **the** pay of casual employees as provided in Article 4 of the Collective Agreement;
 - v) **the** Employer agrees to maintain a list of employees available to perform such casual part time work at MDA, and to provide **the** Union with an up-to-date copy of the list;

- vi) casual staff will be used for **the** sole purpose of performing production-related work at MDA, and **will not perform** the **normal** work of regular Bargaining Unit employees, nor will any regular Bargaining Unit employee be laid **off** as a result of his/her work being assigned to casual staff;
 - vii) any regular bargaining Unit staff person laid off by the Employer in the future will be offered a position on the casual list;
 - viii) the Employer agrees **that** no further use will be made of agencies offering so-called "temporary manpower services" while this Memorandum of Agreement is in effect.
3. A copy of this Memorandum of Agreement will be posted in all workplaces.

Dated at Kingston, Ontario, this 9th day of June, 1993.

For the Union:

For the Employer:

LETTER OF AGREEMENT

J. JOB EVALUATION COMMITTEE - MAIN RESPONSIBILITIES

The purpose of this Letter of Agreement is to outline the fundamental responsibilities of the Joint Job Evaluation Committee.

The Joint Job Evaluation Committee employs the use of the Gender Neutral Job Evaluation Program in the rating of all KDAFL bargaining unit jobs. This rating process involves a review of existing job descriptions. The Gender Neutral Job Evaluation program is revised by the JJEC as required.

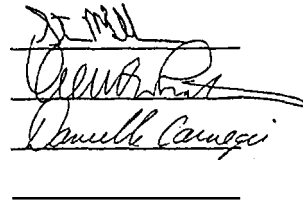
The composition of the Joint Job Evaluation Committee will include three members from the Union and three members from the Employer.

Other responsibilities of the JJEC include reviewing, confirming, and revising ratings for new and existing jobs as required, responding to requests for reconsideration, and the handling of appeals. Reconsideration requests may be made either by the affected employee or the Unit Manager.

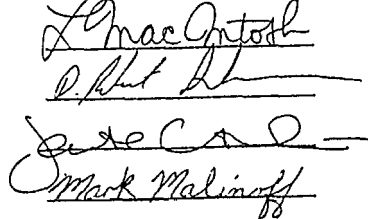
After rating and reviewing jobs, the JJEC makes recommendations to the Employer and the Union with respect to all matters pertaining to said ratings.

In situations where a job is re-rated, resulting in a higher classification, the JJEC will advise the parties that the job must be posted, consistent with Article 12 of the Collective Agreement.

KDAFL



CUPE LOCAL 2635



DATED at Kingston, Ontario this 9th day of February, 1995.

LETTER OF AGREEMENT - CUPE LOCAL 2635 AND KDACL

PREMIUMS

Preamble

The purpose of this Letter of Agreement is to address the issue of how KDACL employees are to be compensated when they perform additional responsibilities that are either typically affiliated with duties associated with a higher paying classification or when these responsibilities are assigned at times of the day when a shift premium applies. Prior to the date of signing of this Letter of Agreement, some KDACL employees have been compensated in ways that differ from the terms and conditions outlined here. The last part of this agreement addresses how those employees will be affected by the signing of this document.

1. For the purpose of this agreement, a premium is defined **as an** hourly compensation rate that exceeds the existing hourly rate of pay of the affected employee's job classification. Premiums will be paid in the following situations:
 - (a) when the employer has formally assigned an employee the responsibilities of a higher paying classification for a period of time of one week or longer. The parties agree that this represents an amendment to Article 12.09 (b) (first paragraph) of the Collective Agreement, and that this amendment will be embodied into this section of the Collective Agreement during the next round of bargaining;
 - (b) when an employee is assigned to work awake overnight shifts;
 - (c) when **an** employee is assigned to work at Kwik-Shred or any location that the Union and Employer agree in future is worthy of a premium.
2. The parties agree that premiums bear **no** relation to classification other than that of recognition of the work assigned. Specifically, employees who are paid a premium maintain their current classification.
3. The employer agrees to post opportunities for employees to be scheduled for **shifts** that involve the paying of premiums. The employer will maintain a "list" of employees who have been selected through **this** posting process. While the employer will attempt to equitably distribute available shifts to employees on this list, it **is** expressly understood that employees on the list have **no** entitlement to a minimum number of hours of work that include a premium payment.
4. Employees in higher paying classifications who are re-assigned to a lower paying classification do not have re-assignment rights to the list of employees who work shifts that involve premium payments, but they may apply for future posting opportunities for premium shifts.

5. The following premiums will be paid for the following assignments:

SHIFTS	PREMIUM
Awake Overnight	\$1.00 per hour awake overnight shift premium
Kwik Shred	\$0.65 per hour
Monitor/Mobile	\$1.00 per hour awake overnight shift premium plus the hourly rate of pay differential between the employee's current rate of pay and the applicable full-time monitor/mobile rate of pay, in accordance with grid steps
Primary Counsellor	the hourly rate of pay differential between the employee's current rate of pay and the applicable full-time primary counsellor rate of pay, in accordance with grid steps
Employer assignment to a higher paid classification for period of time of one calendar week or longer	the hourly rate of pay differential between the employee's current rate of pay and the applicable rate of pay of the higher classification, in accordance with grid steps

6. **Exceptions**

(a) Part-Time Primary Counsellor Status

The parties agree that employees who were given the designation of part-time Primary Counsellor prior to the signing date of this agreement will maintain this classification, along with their other classification as Part-Time Residential Assistant. These employees have no re-assignment rights to future assignments the employer creates that involve the paying of a shift premium. However, these employees will be entitled to be paid a minimum number of hours at the Primary Counsellor rate, consistent with their historical average, whenever there are employees with less seniority receiving primary counsellor shift premiums. In situations where (i) these employees are promoted to an equal or higher paying classification, or (ii) there are no part-time primary counsellor assignments in place to which they have a compensation entitlement to as defined above, a premium payment for a minimum number of hours will not be made by the employer.

The part-time Primary Counsellor designation currently listed as a separate classification on KDA's classification structure will have no force or effect for the term of the current Collective Agreement. The parties agree to delete it at the time of the next round of bargaining.

(b) Monitor/Mobile Shifts

The parties agree that employees who have been working monitor or mobile shifts prior to the signing date for this Letter of Agreement will be part of the pool of employees designated

to do this work. They will maintain their existing classification of Part-Time Residential Assist. The part-time monitor/mobile designation currently listed as a separate classification on KDACL's classification structure will have no force or effect for the term of the current Collective Agreement. The parties agree to delete it at the time of the next round of bargaining.

7. The parties agree that disputes that may arise out of this agreement are subject to the grievance/arbitration provisions of the Collective Agreement.
8. This agreement is made without prejudice or precedent to any other matter between the parties, except as described in this agreement.

DATED at Kingston, Ontario, this 27th day of May, 1996.

KDACL

Alvin [Signature]
[Signature]
Donna [Signature]
SE Mill

CUPE LOCAL 2635

[Signature]
[Signature]
[Signature]
Mark [Signature]

LETTER OF AGREEMENT

Between: KDAFL and CUPE Local 2635

Subject: Replacement of Article 13 - "Lay-off of the Collective Agreement"

The parties agree to replace Article 13 of the Collective Agreement with the following language:

13.01 A lay-off shall be defined as a reduction in the work force arising from a shortage of work or a reduction of funding. Wherever possible, the Employer and Union **will** work together to identify and consider alternatives to lay-offs.

The Employer agrees that no general or partial reduction of full-time hours or the part-time minimum shift guarantee in Article 21.02 (c) shall be instituted in the event of a shortage of work without written consent by the Union.

13.02 Recognizing the special and very sensitive nature of the work involved and the need to match worker skills to client needs, the Employer may, for the purposes of complying with this Article, transfer or reassign but not demote, employees who remain on the job after the lay-off and reassignment process is completed, as circumstances require.

13.03 In the event that a reduction of the work force is required, the Employer agrees to lay off employees in the reverse order of seniority. The Employer further agrees to lay off **all** temporary employees before probationary or permanent employees are affected. The Employer and Union shall meet prior to the lay-off being implemented to review the seniority list and order of lay-off. The parties agree that the hours worked by employees **up** to and including the end of the **pay** period that immediately precedes the required twenty day lay-off notice period will be used to determine the order of seniority for lay-offs.

13.04 Employees who have been laid off will be maintained on a recall list and will retain but not accrue seniority. Recall rights remain in effect for employees who have been laid off for a period of two years from the date of lay-off.

Employees **will** be recalled after a lay-off in order of seniority, providing they are willing and qualified to do the work available.

No new bargaining unit employees will be hired until all employees with recall rights have been offered available work, provided they are willing and qualified to do the work available. Employees who refuse a recall assignment forfeit **all** recall rights and their employment status will be terminated, consistent **with** Article 11.04 (c). The one exception to this **is** that employees who are offered a recall to a temporary or lower

employment status will be terminated, consistent with Article 11.04 (c). The one exception to this is that employees who are offered a recall to a temporary or lower paying position than the one they occupied at the time of lay-off will be granted the right to remain on lay-off while maintaining recall rights to a position in their previous classification band for the duration of their recall period.

- 13.05 Consistent with, and further to, Article 11.04 and Article 11.05, the Employer will attempt to notify employees of recall assignments initially by telephone followed by confirmation sent by registered mail. Employees who fail to return to work on the assigned recall date after being provided with five days written notice sent by registered mail and who have failed to provide the employer with change of address information will forfeit recall rights and employment will be terminated.
- 13.06 For the purpose of this Article, the parties agree that employees have reassignment rights to particular classification bands and rates of pay and not to specific positions, consistent with Article 13.02.

(a) When the Employer eliminates positions within a classification band, the affected employees will have the right to displace less senior employees within the same classification band, provided they are willing and qualified to do the work available. Failing this, surplus employees have the right to displace less senior employees in the classification band immediately below their current band. No surplus employees have the right to displace any employees in a higher classification band, regardless of seniority. In addition, surplus employees will be granted the option of taking the lay-off instead of exercising their reassignment rights in this instance

(b) The Employer agrees that employees with permanent status in a particular job who are reassigned to a lower paying classification band as a result of downsizing will maintain reassignment rights back to their previous classification band for a period of two years from the date of reassignment, providing they are willing and qualified to do the work available. Under this scenario, when a vacancy arises, employees with this entitlement will automatically be reassigned back to the classification band in which the vacancy exists, in order of seniority. Similarly, employees who have been laid off and recalled to a position with a lower rate of pay than the position which they occupied at the time of the lay-off shall have an entitlement right to an assignment in their previous classification band, should one become available within the duration of the two year reassignment rights time period.

(c) While the intention of the above provision is to reinstate employees who have either been laid off or reassigned to a lower paying job back to a position at their previous rate of pay, the parties further agree that these same employees will be offered temporary, contract and/or permanent vacancies that arise in other lower paying classification bands within the two year reassignment time period. Employees who exercise their entitlement rights to such an assignment will still maintain their entitlement rights to any other vacancy that subsequently becomes available in a higher paying classification band or

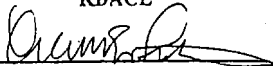
their original classification band. In addition, employees with reassignment rights will have the option of rejecting temporary, contract or lower paying reassignments **without** forfeiting their reassignment rights **as** outlined in 13.06 (c).

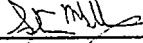
(d) KDACL's normal job posting procedures will not be in effect until the recall process is completed. given that some employees will have entitlement rights to vacancies within this time frame.


- 13.07 In lieu of the Employer's contribution to benefits for which the employee becomes ineligible upon being laid off, the Employer agrees to provide a separation allowance equal to the Employer's contribution to the employee's benefit plan for the first three (3) months of the period of lay off.
- 13.08 The Employer shall notify employees **who** are to be laid off twenty (20) working days prior to the effective date of lay off, except when the lay off is caused by reasons beyond the control of the Employer. In addition, the Employer will meet with employees who **are** to be affected by a lay off to discuss all of the implications of the lay off. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the **days for** which work was not made available.

DATED at Kingston, Ontario, this 4th day of February, 1997

KDAACL

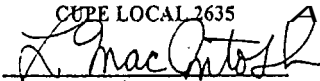


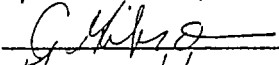
Daniel Camargo


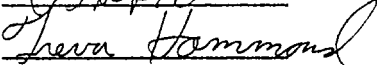
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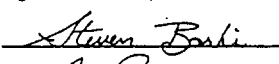
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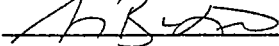
CUPE LOCAL 2635



L. Macintosh


G. Miller


Leva Hammond


Steven Baskin


A. Baskin

LETTER OF AGREEMENT

Between: KDACL and CUPE Local 2635

Subject: Replacement of Article 22.05 - "On-Call Coverage" of the Collective Agreement

The parties agree to replace Article 22.05 of the Collective Agreement with the following Language:

KDACL employers who carry a pager or agree to an on-call assignment will be compensated with a lieu time accreditation and/or actual payment that is consistent with their regular straight time rate of pay. Responses to emergencies on paid holidays are subject to normal overtime premium rates. Employees will be compensated for mileage to and from the response location.

- (a) When a bargaining unit employee carries a pager, the normal assigned period will commence at 15:00 hours on Monday and end at 15:00 hours the following Monday. For this period, full-time employees will receive an 8 hour lieu time accreditation or 8 hour pay, at the discretion of the employer. Part-time employees will receive 8 hours of pay.

Employees responding to emergencies while on call will be compensated with an additional minimum 3 hour accreditation per response. For the purposes of this agreement, a response will be defined as physically travelling to a work site; phone calls will not be considered for additional compensation.

In the event that an employee is on-call for less than a one week period, he/she shall be compensated with one hour of accreditation for weekdays, and 1.5 hours of accreditation for weekends for every 24 hour period on call, or portions thereof.

Where an employee is on-call during a paid holiday, an additional 4 hours of accreditation will be added to the rates for one week as described above.

- (b) When an employee carrying a pager is designated as the first point of response for KDACL's overnight security system, he/she will be compensated as follows: 3 hours accreditation for a weekday, 4.5 hours accreditation for a weekend day and 8 hours accreditation on a holiday. This compensation is provided in lieu of normal pager compensation for the specified period, except that the 3 hour call-in provision outlined above still applies. For the purpose of this clause, a weekend day is defined as 11:00 p.m. Friday to 9:00 a.m. Saturday, and 11:00 p.m. Saturday to 9:00 a.m. Sunday.

KDA CL CLASSIFICATION STRUCTURE AND SALARY GRID

EFFECTIVE MAY 27, 1996

Position	Start	1 Year	2 Years	3 Years	4 Years
Coordinator	A 33,800	34,736	35,693	36,650	37,835
	P 1300.00	1336.00	1372.80	1409.60	1455.20
	H 16.25	16.70	17.16	17.62	18.19
Employment Counsellor - In-Take	A 30,490	31,434	32,424	33,392	34,651
	P 1172.69	1209.01	1247.08	1284.31	1332.73
	H 14.66	15.11	15.59	16.05	16.66
Resource Teacher	A 29,245	30,160	31,076	32,012	33,197
	P 1124.80	1160.00	1195.20	1231.20	1276.80
	H 14.06	14.50	14.94	15.39	15.96
Primary Counsellor Vocational Counsellor Employment Counsellor Houseparent Facilitator Lead Monitor	A 28,802	29,680	30,602	31,525	32,716
	P 1107.77	1141.54	1177.00	1212.50	1258.30
	H 13.85	14.27	14.71	15.16	15.73
Mobile Mobile-Monitor	A 26,999	27,893	28,829	29,744	31,075
	P 1038.40	1072.80	1108.80	1144.00	1195.20
	H 12.98	13.41	13.86	14.30	14.94
Residential Assistant Vocational Assistant Full-Time&Part-Time	PT START	PT 1650 HRS	PT 3300 HRS	PT 4950 HRS	29,079
	A 25,376	26,250	27,186	28,122	1118.40
	P 976.00	1009.60	1045.60	1081.60	13.98
	H 12.20	12.62	13.07	13.52	

Please Note: A = annual salary, P = gross amount by pay period, H = hourly rate of pay

Premiums

Employees working awake overnight shifts receive a \$1.00 per hour shift premium for each awake hour worked

Employees working at Kwik Shred receive a shift premium of \$0.65 per hour for each hour worked

Employees in lower paying classifications who are assigned primary counsellor/monitor/mobile duties receive a premium in the form of the hourly rate of pay differential between their current rate of pay and the applicable primary counsellor/monitor/mobile rate of pay, in accordance with grid steps.

Employees assigned to a higher paying classification for a period of time of one week or longer receive a premium in the form of the hourly rate of pay differential between their current rate of pay and the applicable rate of pay of the higher classification, in accordance with grid steps.

**KINGSTON & DISTRICT
ASSOCIATION FOR
COMMUNITY LIVING**

G. 1039

RECEIVED
JUL 10 12 2000

YOUR GROUP BENEFIT PROGRAM

We are pleased to present to you a summary of each of the coverages provided by your employer. This booklet is designed to answer the most common questions regarding your Group Benefits Program.

Who is eligible?

All full-time or part-time employees who work a minimum of 20 hours per week, are actively at work, have completed 3 months of continuous service, and are under the age of 65.

How do I apply?

By completing an application form provided by The Co-operators or a group enrollment card provided by your employer, within one month of becoming eligible.

Are my dependents covered?

Yes, some benefit plans include family coverage provided your dependents meet the definition of a dependent contained in the benefit summary. Coverage for your dependents becomes effective the same date your coverage is effective.

Who is a dependent?

Your legal spouse or common-law spouse (provided the common-law spouse has resided with you for a minimum of 12 months).

Your unmarried dependent children:

from birth to attainment of their 21st birthday;

up to attainment of their 25th birthday who are in full-time attendance at any accredited educational institute;

of any age who are suffering from a permanent mental or physical infirmity and are wholly financially dependent upon you and residing with you and who became disabled while otherwise eligible under either of the above two.

* No person will be considered a dependent if they reside outside of Canada unless they are a full-time student and normally reside in Canada.

When do my employee benefits terminate?

Your insurance, under each coverage, terminates automatically at the age specified in each benefit explanation, retirement date or your retirement on pension. Other reasons for termination of insurance are termination of your service as an employee, termination of the master policy or cessation of premium payments. Your dependents' coverage terminates when your coverage terminates, or when the dependent no longer is a dependent.

How do I submit a claim?

Claim forms are available from your employer. Upon completion, all claims should be sent to:

Group Claims Department
The Co-operators
1920 College Avenue
REGINA, Saskatchewan
S4P 1C4

Extended health care claim forms must be accompanied by receipts which give sufficient detail to assist in the settlement of the claim. Where your government health insurance plan provides a grant for covered medical services and supplies, you must also submit a copy of your grant notification. Dental claim forms must be completed by you, your employer, and your dentist, and a separate form is required for each person seeing the dentist.

Is pre-determination of certain benefits necessary?

We recommend that for dental treatment likely to exceed \$400.00 and medical treatment likely to exceed \$400.00, a detailed treatment plan should be submitted to The Co-operators before the treatment begins. This procedure will identify the cost you may be responsible for and will provide you with an opportunity to seek an alternative course of treatment if necessary. In order for benefits to be paid, you must be eligible for coverage on the date the expense is actually incurred.

Conversion Privilege

On termination of your group life insurance, prior to age 65, you may obtain an individual policy with the Co-operators Life Insurance Company without providing evidence of good health on the Ordinary Life Plan, Limited Payment Life, Term to Age 65, or One Year Term Plan (non-renewable) at The Co-operator's regular rates.

This individual policy will be limited to the lesser of \$200,000.00, or the difference between the amount of insurance at the time of your termination **and the** amount of insurance **for** which you are eligible under **a** new group contract, at the time you are exercising your right to convert.

The individual policy will be issued only if application is made within 31 days after your termination.

Your life will continue to be insured during the 31 day conversion period whether or not you apply for conversion.

We ask that you review the information contained in this booklet to obtain **an** understanding of your group benefits program.

THE INFORMATION CONTAINED IN THIS BOOKLET IS FOR GUIDANCE ONLY. PLEASE KEEP THIS IMPORTANT DOCUMENT IN A SAFE PLACE FOR FUTURE REFERENCE.

The master contract G, 1039 issued by Co-operators Life Insurance Company to Kingston & District Association **For** Community Living shall **be** the final basis for the settlement of all claims.

BASIC GROUP LIFE INSURANCE

The amount of insurance below will be payable to your beneficiary upon your death.

Each employee under 65 years of age	2 times your annual salary to a maximum benefit of \$125,000.00 rounded to the next highest \$1,000 if not already a multiple thereof.
Each employee 65 years of age or older	50% of the amount in effect on your 65th birthday to a maximum benefit of \$20,000.00.

If you become eligible for an increase in salary, which exceeds 15%, you may be required to submit health evidence prior to receiving an increased amount of insurance. **You** are required to submit a written application on forms provided by the Insurance Company and the increased amount of insurance will not take effect until the application has been approved in writing by Co-operators Life.

If you qualify for an amount of insurance in excess of \$125,000.00 your basic group life insurance may be increased to a maximum of \$225,000.00, provided evidence of good health is approved by The Co-operators.

- * Your salary means your regular monthly salary, not including bonuses, commissions or overtime.
- * All amounts of insurance under age 65 are subject to a minimum benefit of \$20,000.00.

Living Assistance Benefit

The living assistance benefit is available **as** an advance payment of your Basic Life Insurance to help meet the medical or other health and welfare expenses of terminally ill employees.

Application for this benefit must be approved by your employer and The Co-operators will confirm that medical evidence meets the program's requirements before approving payment.

The amount of money available as a living benefit payment is 50% of your Basic Life Insurance benefit, to a maximum of \$50,000.00.

Total Disability Waiver of Premium

Should you become totally disabled for more than 6 months prior to age 65, the amount of your life insurance will continue without payment of premiums until age 65, or recovery, providing satisfactory proof of total disability is submitted to the insurance company within 12 months from the date of disability.

Submitting a Claim

The time limit within which a group life insurance claim must be made is 180 days from the date of loss.

Termination Age

Your basic group life insurance benefit terminates at age 70.

ACCIDENTAL DEATH AND DISMEMBERMENT

The amount of insurance below will be payable:

- to your beneficiary (in addition to the basic group life insurance amount) if you die by accidental means
- to you for loss of sight and/or hearing
- to you for accidental dismemberment

If death, dismemberment, loss of sight or hearing is caused by an accident prior to age 70 and occurs within 365 days of the accident, payment will be made as follows:

Loss of:	Amount
Total paralysis of both lower limbs, total paralysis of one side of body, or total paralysis of all four limbs.	100% of your basic group life insurance benefit.
Life, or both hands or both feet, or sight of both eyes, or loss of one hand and one foot, or loss of sight of one eye and either one hand or one foot, or loss of use of both hands, or loss of use of both arms, or loss of use of both legs, or loss of use of one hand or arm and one leg.	100% of your basic group life insurance benefit.
Loss of one hand, or loss of one foot, or loss of one arm , or loss of one leg, or loss of sight of one eye, or loss of use of one hand, or loss of use of one arm, or loss of use of one leg.	50% of your basic group life insurance benefit.
Loss of thumb and index finger of the same hand, a loss of speech, or loss of hearing in both ears.	33 1/3% of your basic group life insurance benefit.

Repatriation Benefit

For loss of life outside your province of residence, due to any cause, The Co-operators will pay the cost of the preparation and shipment of the body back to your province of residence. \$10,000 maximum benefit.

If one accident results in more than one of the losses above, payment will not exceed 100% of the basic group life insurance benefit.

Exclusions

No payment will be made for any loss caused by, resulting from or related to any of the following:

- suicide or self-inflicted injury, whether sane or insane;
- insurrection or war (whether war be declared or not), or any act incident to either, or participation in any riot;
- active full-time service in the armed forces of any country;
- travel or flight in any aircraft, or descent from such aircraft, if the insured individual is a pilot or member of the crew of the aircraft, or if such flight is made for purposes of instruction, training or testing;
- committing, attempting or provoking an assault or criminal offense.

Total Disability Waiver of Premium

Should you become totally disabled for more than 6 months prior to age 65, the amount of your accidental death and dismemberment coverage will continue without payment of premiums until age 65 or recovery, as long as policy remains in force, providing satisfactory proof of total disability is submitted to the insurance company within 12 months from the date of disability.

Termination Age

Your accidental death and dismemberment benefit terminates at age 70.

DEPENDENTS INSURANCE

This benefit provides life insurance coverage for your spouse and dependent children. The amount of the benefit is:

Spouse - \$5,000.00

Child - \$2,500.00 (over 15 days)

Child - \$ 500.00 (birth - 15 days)

Total Disability Waiver of Premium

Should you become totally disabled for more than 6 months prior to age 65, the amount of your dependents insurance will continue without payment of premiums until age 65 or recovery, so long as policy remains in force, providing satisfactory proof of total disability is submitted to the insurance company within 12 months from the date of disability.

Termination Age

Your dependents insurance terminates when you reach age 70.

LONG TERM DISABILITY

The purpose of this benefit is to provide coverage should you become totally disabled as the result of **an** accidental injury or illness and are unable to work at your own occupation for wage or profit.

Your taxable benefit is determined as **follows**:

Each employee 70% of your monthly salary to a maximum monthly benefit of \$2,500.00.

If you become eligible for an increase in salary, which exceeds 15%, you may be required to submit health evidence prior to receiving an increased amount of insurance. You are required to submit a written application on forms provided by the Insurance Company and the increased amount of insurance will not take effect until the application has been approved in writing by Co-operatorsLife.

If you qualify for an amount **of** insurance in excess **of** \$2,500.00, the benefit may be increased to a maximum of \$5,000.00 provided evidence of good health is approved **by** The Co-operators.

Benefits will commence on the 120th day of continuous/consecutive disability.

You are eligible for benefits for a two year period from the date **of** disability if you are unable to perform the usual and customary duties of **your** occupation. Thereafter, benefits will continue if **you** are unable to perform any occupation. In no case shall a benefit be paid beyond:

In no case shall a benefit be paid beyond:

- the date of your 65th birthday, or
- the date **you** are no longer totally disabled, or
- retirement, or **the** date you withdraw or elect to receive pension funds, or
- the date you engage in any work or occupation other than rehabilitative employment, or
- the date you fail to furnish satisfactory evidence **of** total disability or refuse to submit to a medical examination by a physician chosen by the insurance company, or
- the date you refuse to participate in a rehabilitation program,

whichever first occurs.

Successive periods of disability arising from the same or related cause and separated by less than six months will be treated as one period of continuous total disability.

Rehabilitation Program

If you are receiving LTD benefits, the insurance company may deem you suitable for participation in a rehabilitation program. You must obtain prior approval of the insurance company. The rehabilitation program may consist of any or all of the following limited to what the insurance company determines will assist you to return to the work force.

1. Rehabilitation Expenses

The insurance company will bear the cost of assessment, a vocational retraining or education program or other retraining costs or for the costs of special devices or equipment. These services must not be eligible for payment from any other source. No reimbursement will be made for normal employment expenses including lodging, transportation, meals, day-care or tools. This benefit is limited to 3 times your monthly LTD benefit.

2. Rehabilitation Benefit

While disabled from your own job you may be able to work in a different capacity (ie part time or modified work). If so, your monthly LTD benefit will continue, but will be reduced by 50% of the amount you earned and further reduced so that your earnings plus monthly LTD benefit does not exceed 100% of monthly salary for which you were insured prior to disability.

3. Employer Benefit

If your employer re-employs you on a permanent full-time basis at a job other than your pre-disability occupation for a period no less than 6 consecutive months, a benefit will be paid to your employer. This benefit will be equal to 50% of the gross salary paid to you during the first 3 months of the 6 month period limited to the amount of the gross monthly benefit less any Rehabilitation Benefit paid to you for the same period.

These benefits will not be available beyond two years from your date of disability. Participation in this program will not entitle you to benefits beyond the period for which you would otherwise have been entitled had you not participated.

Third Party Liability

If you become totally disabled due to an injury or disease for which a third party is, or may be legally liable, benefits will be paid when you sign (and submit to The Co-operators) a Subrogation Reimbursement Agreement.

You will be required to reimburse the insurance company for benefits received in accordance with the terms and conditions stated in the subrogation reimbursement agreement.

You must obtain the written consent of the insurance company before compromising or settling the action or cause of action with the third party. Failure to do so may disentitle you to any future benefits under this policy.

Limitations

If you are eligible to receive disability benefits from any other source, the benefits payable under this plan will be reduced so that the total benefits payable from all sources will not exceed 85% of your pre-disability salary.

Your benefits will be reduced by the basic amount you are eligible to receive from the Workers' Compensation Act, Canada Pension Plan or the Quebec Pension Plan. (Benefits will not be reduced by any amount received from the above plans for dependents or cost of living increases).

Total Disability Waiver of Premium

Premiums will be waived while you are receiving disability benefits commencing with the first premium that falls due after the first benefit payment is eligible to be made.

Exclusions

- a. No benefit will be payable for any disability resulting from or caused by:
 - intentionally self-inflicted ~~injury~~, while sane or insane;
 - insurrection, war or hostilities of any kind;
 - riot or civil commotion regardless of whether you were participating;
 - injury occurring while committing or attempting to commit a criminal offense;

- medical or surgical care which is cosmetic in nature or medical care or surgery that is not medically necessary. However, periods of disability due to the donation of an organ or tissue will be covered;
 - use of drugs or alcohol unless you are being actively supervised by and receiving continuous treatment from a rehabilitation centre or an institution provincially recognized for that treatment;
 - injury or sickness for which a third party is liable, except as provided for in the Third Party Liability section.
- b. No benefit will be payable for any disability if you are imprisoned or if you are not under continuous care and treatment of a physician who is certified by the **Royal** College of Physicians and Surgeons in a speciality appropriate to your sickness or injury.
- c. No benefits will be payable during any period that you are on maternity leave, parental leave or **any** other leave of absence.
- d. Any sickness, injury or disease for which you received medical treatment or advice in the 90 day period immediately prior *to* becoming insured under this plan; unless, you have been covered under this plan for a period of at least 12 months and have not been absent from work due to the pre-existing condition for more than 10 days during that 12 month period.

Submitting a Claim

The time limit within which a long term disability claim must be made is 90 days **from** the date the insurance company is liable.

Termination Age

Your long term disability benefit terminates at age 65.

EXTENDEDHEALTHCARE

This benefit has been designed to provide additional hospital and medical benefits resulting from the treatment of illness or injury which are not assumed under a province's basic medical plan. Coverage is provided to both you and your eligible dependents.

Co-payment for Pay-Direct Drug Card Plan:

A \$2.00 co-payment per prescription, will apply.

Deductible

There will be no cash deductible on any covered charges incurred.

Co-insurance

The Co-operators will pay 100% of the covered charges.

Coverage Maximum

The maximum reimbursement per calendar year will not exceed \$1,000,000.00.

The maximum reimbursement for emergency out-of-province expenses will be \$1,000,000.00 per covered person per lifetime.

Benefits:

The plan covers the following:

- a. **Hospital Expenses** - Charges made by a hospital for services and supplies which are necessary for the medical treatment of sickness or injury, including charges for a semi-private room, but not when occupied primarily for the purposes of custodial care. (Charges for these services are not subject to the deductible or co-insurance amounts).

Chronic and/or Convalescent Hospitals - Charges for chronic and/or convalescent hospitals are limited to \$20.00 per day to a maximum stay of 90 days, but are not eligible if the covered person was hospitalized in either a chronic and/or convalescent hospital on the effective date of your insurance.

- b. Charges made for private duty care given by a registered graduate nurse (R.N.) certified nursing assistant (C.N.A.) registered nursing assistant (R.N.A.) or licensed practical nurse (L.P.N.) that is necessary for the medical treatment of sickness or injury. The care must be the type that can only be performed by an R.N., C.N.A., R.N.A., L.P.N. and does not include homemaking or companionship duties. In no event will charges for private duty nursing services be paid for a) services performed in-hospital, or, b) when the nurse normally resides in the patient's home. The maximum benefit payable for any person is \$5,000.00 per calendar year.

- c. Charges by a general practitioner or specialist in excess of the amount allowed under the government health insurance plan, provided the payment of these charges is not prohibited by provincial legislation. Where a physician has opted out of the government health insurance plan, only those expenses in excess of what would have been allowed by the government health insurance plan will be covered.

d. **Emergency out of Country**

Charges for emergency care while travelling outside of Canada including:

- charges for ward accommodation in an acute care hospital
- charges by a licensed physician
- charges for services and supplies while in an acute care hospital
- charges for x-rays and lab tests related to emergency care rendered without hospitalization

These charges are not subject to the deductible or co-insurance amounts. All charges must be reasonable and customary for the area in which the expense was incurred and must be eligible at least in part for reimbursement under your government health insurance plan. Reimbursement is limited to emergency care only, meaning an unforeseen sickness or injury requiring immediate attention and does not include monitoring of a stabilized condition or any period of time after you are medically able to return to your province of residence. The period of coverage will be limited to a maximum duration of 90 days ~~from~~ the date of departure and will not include travel for the purpose of taking up residence or temporary residence outside of Canada or any period while so resident or temporarily resident.

If you are referred by a physician to an acute care hospital outside of Canada for care for which there is no medically sufficient alternative in Canada and prior approval was obtained from your government health insurance plan, or if you have a dependent who is a full-time student outside of Canada, reimbursement will be limited to what would have been reimbursed if the services had been provided in your own province of residence.

- e. Charges, in excess of the amount allowed under the government health insurance **plan**, provided the payment of these charges is not prohibited by provincial legislation, for the services of the following practitioners, when treating sickness or injury, are covered to the maximum benefit of \$400.00 per person in any calendar year for each service of a: osteopath, chiropractor, podiatrist, naturopath, physiotherapist, psychologist, speech therapist, and massage therapist.

Services of a physiotherapist, psychologist, speech therapist or massage therapist must be prescribed by a physician. **The practitioner must be duly qualified, registered, and practicing within the scope of the appropriate license.**

Where a physician has opted out of the government health insurance plan, only those expenses in excess of what would have been allowed by the government health insurance plan will be covered.

- f. Charges for ambulance service, including where medically necessary, the fare of one attendant.
- g. Charges made by a hospital for out-patient care including services and supplies that are necessary for the medical treatment of sickness or injury, and which are not covered by the basic medical plan or which are in excess of the government health insurance plan.
- h. Charges for drugs, serums and vaccines that can only be obtained by a prescription from a physician, surgeon or dentist **and** dispensed by a registered pharmacist. Any and all anti-smoking agents obtained by prescription will be payable to a lifetime maximum of \$100.00 per person. No benefit shall be payable for fertility drugs, over the counter medicines, anti-obesity treatments, health foods, vitamins (unless injected) or any fees for the administration of serums, vaccines and injectable drugs. No coverage will be provided for drugs prescribed for the treatment of erectile dysfunction (ED). Reimbursement will be by the way of a pay-direct drug card plan, except for anti-smoking agents, which will be reimbursed by The Co-operators. Coverage is provided for compound mixtures **or** extemporaneous preparations provided the medicinal ingredient requires a prescription by law and is combined with one or more therapeutically active and singly eligible ingredients covered under the prescription drug plan.
- i. Charges for diabetic supplies such as syringes and blood test strips (excluding cotton swabs and rubbing alcohol) to a maximum of \$1,000.00 per calendar year per person.
- j. Charges for oxygen, anesthetic, blood and blood products,
- k. Charges for the initial cost **of**, but not for the repair or replacement **of**, crutches, splints, casts, trusses and orthopedic braces. In addition, orthopedic shoes, and foot appliances which are specially designed and molded when prescribed by an orthopedic surgeon, subject to a maximum of \$300.00 per calendar year and hair pieces, following traumatic surgery *to* a maximum of \$200.00 per lifetime.

-
- l. Charges for the rental or purchase of a manual wheelchair, hospital type bed or motorized wheelchair, if approved and prescribed by a licensed physician.
 - m. Charges for the initial placement of artificial eyes, non-myoelectric limbs and mastectomy forms one (1) every five years, including two (2) surgical bras per calendar year. Charges for the subsequent replacement of non-myoelectric limbs where a physical change in the person necessitates the replacement.
 - n. Charges for dental work performed by a dentist for damage to whole or sound natural teeth caused as a result of non-occupational accidental injury, provided treatment occurs within one year of the date of injury.
 - o. Charges in excess of the amount allowed under the government health insurance plan, for laboratory tests and x-ray expenses performed by a qualified person excluding charges for services provided by a physician in the course of the private practice of medicine.
 - p. Charges for the cost and installation **of** a hearing aid purchased on the written recommendation of a physician, subject to a lifetime maximum of \$500.00. **Any** charges for the replacement, maintenance (including batteries) or repair of the hearing aid will not be covered.
 - q. Charges for essential ostomy supplies including irrigating sets, bags, deodorants, pads, adhesives, and skin creams.
 - r. Charges for catheters and urinary kits.
 - s. Charges for eye examinations by an optometrist or ophthalmologist, provided no part of the cost is covered by the government health insurance plan, is limited to 1 examination in a 24 month period and 1 examination in a 12 month period for dependents under 18.

Exclusions

This benefit does not cover charges incurred for, or caused or contributed to by:

- any service, treatment or item not specifically listed under the benefits section;
- the failure to make claim for and receive benefits within the time and in the manner prescribed under or pursuant to the government health insurance plan to which they are entitled. If a covered person is not a member of a government health insurance plan by reason **of** having "opted-out", or for any other reason is not a member of a government health insurance plan the employee will be deemed, for the purposes of this policy, to be a member of the government health insurance plan;
- claims arising from war, or participation in a riot, or civil insurrection;

- any charge incurred as a result of committing or attempting to commit a criminal offense;
- suicide or attempted suicide;
- eye glasses or contact lenses unless specifically provided for under covered benefits or vision care benefits;
- excessive charges;
- treatment for injury or sickness provided without cost or at nominal cost by public authorities;
- charges incurred as a result of injury or sickness covered by or under a government health insurance plan, any other medical plan, the Workers' Compensation Act or any other government agency. Where the government health insurance plan provides a grant in lieu of actual reimbursement for medical services and supplies, covered persons will be deemed to have received the maximum grant available unless their "grant notification" states otherwise. Benefits will be payable as stated under this plan once an amount equal to the grant has been spent on the covered expenses for which the grant was intended;
- renovation or alteration of a residence, vehicle or business, including the filtration or purification of air, water or other environmental factors;
- services or treatment for cosmetic purposes;
- any service or treatment which is experimental or otherwise uninsurable under the government health insurance plan;
- charges for care in any facility that is not a hospital, or private or semi-private room charges in an acute care hospital where the type of care is primarily custodial care or while awaiting admission to a custodial care facility;
- charges for any method of contraception other than oral contraception.

Third Party Liability

If you or your dependent are eligible for reimbursement of medical expenses for which a third party is, or may be, legally liable, expenses will not be reimbursed under this policy unless you or your dependent agree to repay The Co-operators the full amount of the expenses reimbursed from the third party.

Co-ordination of Benefits

If you have coverage under more than one plan, benefits will be co-ordinated so that the amount payable from all plans will not exceed 100% of the actual allowable expenses.

Survivor Benefit

In the event of your death, your dependents will continue to receive these benefits, without payment of premiums for a period of 2 years, provided the dependent does not become eligible for benefits under any other group insurance plan as either an employee or dependent and the dependent remains eligible as defined.

Emergency Medical Travel Assistance Service

The emergency medical travel assistance service provides you and your eligible dependents with 24 hour access to medical assistance in the event of an emergency covered by your extended health care group benefits plan.

If a medical emergency arises while travelling, notify the emergency medical travel assistance service within 48 hours following your emergency:

Canada and U.S.A.	1-888-440-2667
From other Countries	1-604-986-4232 (call collect)
Fax	1-604-987-4527

Failure to notify the emergency assistance service within 48 hours following your emergency admission to a hospital will limit the benefits payable.

The following information must be provided when you call the emergency medical travel assistance service:

- your name and location;
- your company/employer name (group name);
- your group policy number, account number and your Personnel Identification Number (PID#);
- the specific details regarding your emergency.

When your coverage has been confirmed, a qualified representative will:

- assist you in your medical emergency by giving advice, referring you to local doctors, and by giving the location of hospitals or other medical facilities in the area;
- confirm your medical coverage to doctors, hospitals or any other providers of medical services;
- maintain contact with the treating physicians;
- make an advance payment to a medical facility or doctor, if required;
- **supply** details of your condition to your family, or employer, upon your request.

Identification information is found on the Medical Travel Assistance Identification Card issued to each insured employee.

The travel assistance service also provides additional support to travellers including:

- legal referrals;
- referrals *to* English speaking doctors;
- Consulate and Embassy references, and
- telephone assistance with interpreters.

Emergency Medical Travel Assistance Limitations

Some of the services outlined may be limited or suspended in the event of circumstances beyond The Co-operators control, such as war, insurrection, foreign hostility, riot, rebellion, military uprising, labour disturbances, marshal law, strikes, nuclear accidents, or acts of God.

Assistance is limited to the terms, conditions and limits in the policy currently in force.

Preferred Vision Services(PVS)

Your extended health care plan also provides you with access to discounted products through selected vision care practitioners. Determine the participating practitioner nearest you by calling the PVS information center toll free number: 1-800-668-6444. Identify yourself to the practitioners as a PVS member by presenting your PVS card.

Submitting a Claim

The time limit within which an extended health insurance claim must be made is 1 year from the date of incurral of the expense. If this coverage terminates, all claims must be submitted within 90 days from the date of termination.

Termination Age

Your extended health care benefits terminate at age 70.

DENTAL INSURANCE

This benefit is designed to promote good dental care at a reasonable and level cost.

Deductible

There will be no cash deductible on any covered charges incurred.

Coverage Maximums

Benefits will not exceed the current schedule of fees as determined **by** the College of Dental Surgeons in the province in which you reside.

The maximum reimbursement per calendar year will not exceed the amounts per person indicated in the following schedule:

Plan A - Basic services: unlimited per year

Plan B - Major restorative services: \$1,500.00 per year

Alternate Benefit

Where there are two or more courses of treatment available to adequately correct a dental condition, reimbursement may be based on the cost of the least expensive treatment. (The alternate benefit is in no way an attempt to change a treatment plan. The choice of the treatment is a matter for agreement solely between the patient and the dentist).

Plan A - Basic Services

The plan will cover 100% of the following eligible charges:

- Routine examinations, cleaning of the teeth, fluoride application to children's teeth up to the age of 21, and the taking **of** cavity-revealing x-rays (bite wings) are covered once in a six month period. Specific oral examinations and emergency examinations are **not** unlimited. If these services are used within the same 6 month period as a routine or an initial examination, the dentist may be required to submit an explanatory note regarding the repeating of the examination.
- A complete dental examination is covered once only with any one particular dentist, and only once in a 36 month period if the dentist is changed.
- Full mouth, or complete series X-rays covered only once in a 24 month period.

- Tooth extractions.
- Dental surgery procedures.
- General anesthesia or conscious sedation only if related to surgical procedures.
- Fillings, both silver amalgam and tooth-coloured plastic resins.
- Treatment for the relief of dental pain.
- Simple space maintainers for keeping the space of a lost baby tooth open until the permanent tooth comes in. A similar appliance for the assistance of breaking habits, such as thumb-sucking, is also covered.
- Relining, rebasing, and repairing of removable dentures.
- Root canal therapy (endodontics).
- Treatment of the gums (periodontics).
- Stainless steel crowns for the repair of children's teeth.
- Interproximal discing

Plan A - Exclusions and Limitations

- Full mouth series of radiographs and panoramic films are considered the same for the purpose of this policy. Either, but not both, will be allowed once in a 24 month period.
- The insurance company reserves the right to alter the benefits payable where multiple restorative services are performed at a single appointment in one quadrant of the mouth. In such a case, where the "time" value for a service is decreased, it may be assumed that the relative value units (RVU) for the service or services will also be reduced.
- In those provinces where "package codes" have been incorporated into the fee guides to be used for recall examinations, the insurance company reserves the right to alternate the charged procedure codes with the corresponding "package code" and to replace the fee with the correct "package code" fee.
- Pit and fissure sealant is limited to one application on any one tooth in any 24 month period. The annual maximum for this service is limited to \$100.00.

- The insurance company reserves the right to request radiographs for the purpose of establishing benefits for multiple extractions to third molars. The insurance company also reserves the right to request radiographs in order to establish benefits for multiple composite restorations in upper or lower anterior teeth or where numerous restorations are involved.
- Canal enlargement will not be covered as a separate procedure.
- Desensitization of teeth and pulp mummification will not be covered as a separate procedure.
- Caries and pain control procedures will only be covered when performed on a day separate from any other restorative procedure.
- Periodontal scaling, root planing and occlusal equilibration are limited to 8 units per calendar year.
- Periodontal surgery is limited to 4 sites per calendar year.
- All requests for periodontal appliance coverage must be referred to the dental consultant before being approved.
- Opening through a crown is not payable in conjunction with endodontic therapy.

Plan B - Major Restorative Services

The plan will cover 50% of the following eligible charges.

- The initial provision of crowns, gold inlays or onlays if the tooth is broken down due to traumatic injury, fracture of the tooth or cusps, or where there have been very large areas of filling combined with decay which prevent the use of more traditional filling materials such as silver amalgam and plastics. Stainless steel crowns for an adult must fulfill the same criteria as a regular crown to be a covered benefit.
- Replacement of existing crowns, inlays and onlays after a period of 5 years since placement of the restoration and if the restoration is no longer serviceable.
- Initial installation of full dentures, partial removable dentures, or fixed bridgework, if required to replace one or more natural teeth, at least one of which has been extracted after the effective date of the insured individual's coverage under this policy.

- Replacement of existing full dentures, partial removable dentures or fixed bridgework after a period of 5 years since the initial **placement** and if *the* appliance is no **longer serviceable**. Appliances will be replaced with like (similar type) appliances.
- Addition of teeth to existing dentures or fixed bridgework, if required to replace the natural tooth/teeth extracted after the effective date of the insured individual's coverage under this policy.
- Adjustments to a new partial or complete denture would be covered after the denture has been worn for at least 3 months.
- **All** veneers, composite, porcelain whether lab processed or not.

Plan B - Exclusions and Limitations

- All veneers, composite, porcelain requests whether lab processed or not, must be referred to the dental consultant for approval.
- Crowns needed due to wear (attrition) and cosmetic reasons are not covered. Covering of a tooth with a crown in order to prevent possible future damage to the tooth is not covered.
- Denture cleaning and polishing is not covered.
- No extra charge over that for the crown itself is payable for a crown made to fit **an** existing **partial** denture clasp. The extra lab charge, if any, is payable.
- Services or supplies for equilibration of dentures will not be covered.
- Services or supplies for implantology, including tooth implantation and surgical insertion of fabricated implants will not be covered.
- Services for precision attachments, oral rehabilitation, personalization or characterization or any charge for both a permanent and temporary crown or prosthesis in excess of the eligible charge for the permanent crown or prosthesis alone will not be covered.
- No benefit will be payable for the replacement of crowns, bridges or dentures which are less than 5 years old and unserviceable. In the case of dentures, no benefits are payable for appliances which are mislaid, lost or stolen.
- No benefit will be payable for other than metal-only (as opposed to porcelain or acrylic on metal) crowns or pontics, posterior to the second bicuspid tooth.

- No benefit will be payable for the initial installation (or addition) of prosthetic devices unless such installation (or addition) is required primarily due to teeth that were lost, extracted or fractured (so that removal was necessitated) after the effective date for such prosthetic devices under this policy.
- All expenses covered under this section must be pre-determined.

Co-ordination of Benefits

If you have coverage under more than one plan, benefits will be co-ordinated so that the amount payable will not exceed 100% of the actual allowable expenses.

Survivor Benefit

In the event of your death, your dependents will continue to receive these benefits, without payment of premiums for a period of 2 years, provided the dependent does not become eligible for benefits under any other group insurance plan as either an employee or dependent and the dependent remains eligible as defined.

General Limitations and Exclusions

No amount shall be payable under this benefit for charges:

- incurred as a result of self inflicted injury
- which are excluded under any general limitations for health insurance.
- incurred as a result of any dental disease, defect or injury arising out of ~~or~~ in the course of an insured individual's employment, unless otherwise specifically stated in the policy schedule.
- for procedures, appliances or restorations used to increase vertical dimension, repair or restore teeth damaged or worn due to attrition or vertical wear, or to restore occlusion or to treat, in any form, problems of the temporomandibular joint.
- for services which would not normally have been made but for the presence ~~of~~ this insurance or ~~for~~ which the employee or dependent is not legally obligated to pay, or for which dental care is provided or may be provided to a covered person without cost or at a nominal cost by public authorities, or under a government medical plan, or accidents or diseases covered by the Workers' Compensation Act or any like statute.
- for dental treatment not approved by the Canadian Dental Association or which is experimental in nature.

- for dental care deemed to be cosmetic in nature, including bleaching of endodontically treated teeth, or with respect to congenital malformations or for the replacement of congenitally missing or supernumerary teeth.
- for services or supplies which were necessitated either wholly or partly, directly or indirectly as the result of committing, attempting, or provoking an assault or criminal offence, or by a war or act of war (whether declared or not) insurrection or riot, or hostilities of any kind.
- for miscellaneous services such as for counselling or instruction, treatment planning, filling out of claim forms or predeterminations, consultations other than with specialists, travel, broken appointments or communication costs.
- for any dental examinations required by a third party.
- for services or fees which do not fulfill, within the criteria of dental practice in the province in which the claimant resides, of "usual and customary" treatment or fees.
- for any additional charge for removal of sutures in connection with ANY dental treatment or for local anesthesia, or for general anesthesia or for "twilight" or nitrous oxide anesthesia (conscious sedation) unless in conjunction with oral surgery or periodontal surgery.
- for or in connection with orthodontic treatments, including correction of malocclusion, unless such treatment is specifically included in the Policy.
- for bacteriological tests or smears unless submitted with a letter of expertise from the dentist explaining the treatment.
- for diagnostic casts unless required for orthodontic treatment.

Work in Progress

If specific dental treatments (as outlined in this section and which would normally be covered by your dental plan) commenced prior to termination of benefits (provided that there is no replacing dental insurance after termination) an extension of coverage for such "Work in Progress" will apply in accordance with the following:

- Where an impression for a denture, bridge or crown was taken or root canal therapy was started prior to the termination of insurance, dental expenses in connection with these procedures incurred within 30 days of termination will be considered as incurred prior to termination.

- Where orthodontic treatment has commenced and a treatment plan has been submitted in advance to the insurer, dental expenses in connection with such treatment incurred within 90 days of termination will be considered as incurred prior to termination.

For the purposes of this provision, a dental charge or expense shall be deemed to have been incurred as of the date the procedure or service is performed.

In the case of root canal therapy, crowns, dentures or bridgework, which may require multiple appointments, the date the expense is incurred will be the date the service is finally completed. For dentures or bridgework, this date will be the date the prosthetic device is installed. For crowns, this will be the date the permanent crown is installed and for root canal therapy, this will be the date the canal is closed.

Submitting a Claim

The time limit within which a dental claim must be made is 1 year from the date of incurral of the expense. If this coverage terminates, all claims must be submitted within 90 days from the date of termination.

Termination Age

Your dental insurance terminates at age 70.

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