

**AGREEMENT**

**between**

**THE CORPORATION OF THE COUNTY OF ESSEX**

**- and -**

**SUN PARLOR HOME FOR SENIOR CITIZENS  
and  
AMHERSTBURG COMMUNITY SUPPORT HOME**

**LOCAL 860**

**Effective  
January 1, 1996 - March 31, 1998**

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**\*NOTE:** An asterisk (\*) denotes Articles for which there is a corresponding Article in Schedule "C", Community Support Home Addendum. Pursuant to Article 2.02, in any case where there is a corresponding provision in the Addendum, the terms of the provision in the Addendum shall always take precedence over the language in the main body of the Collective Agreement and shall be interpreted independently thereof.

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**A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT  
BETWEEN THE CORPORATION OF THE COUNTY OF ESSEX (SUN  
PARLOR HOME FOR SENIOR CITIZENS AND AMHERSTBURG**

WHEREAS it is deemed expedient to execute **an** Agreement between the Corporation of the **County** of Essex (Sun Parlor Home for Senior Citizens and Amherstburg Community Support Home) and the Canadian Union of Public Employees and **its** Local 860.

NOW THEREFORE THE COUNCIL OF **THE** CORPORATION OF THE COUNTY OF ESSEX ENACTS AS **FOLLOWS** :

1. THAT the Warden and the Clerk of the Corporation of the County of Essex be and they are hereby authorized to execute **an** Agreement, dated the 1st day of **January, 1996** between the Corporation of the County of Essex (Sun Parlor Home for Senior Citizens and Amherstburg Community Support Home) and the Canadian Union of **Public Employees** and its **Local 860**.

2. THIS By-law **shall** come into force and take effect on the final passing thereof.

FINALLY PASSED **THIS** 17th day of September, 1997.

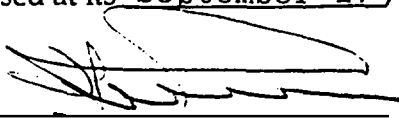
  
\_\_\_\_\_  
WARDEN

  
\_\_\_\_\_  
CLERK

1<sup>st</sup> reading - September 17th, 1997  
2<sup>nd</sup> reading - September 17th, 1997  
3<sup>rd</sup> reading - September 17th, 1997

CLERK'S CERTIFICATE

I, John H. Curran, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy of By-law Number 3279-97 read in open Council the necessary times and finally passed at its September 17, 1997 Session.

  
\_\_\_\_\_  
John H. Curran, Clerk  
Corporation of the County of Essex

## **ARTICLE 1 - MANAGEMENT RIGHTS**

- 1.01 The Union **recognizes** the Corporation **as** a non-profit Corporation which is supported by monies raised through taxes.
- 1.02 The Union acknowledges **that** it is the right of the Corporation **to** hire, promote, demote, transfer, suspend, or otherwise discipline and discharge an employee for proper cause, provided that procedures contrary to **this Agreement are** not used and it is the right of the Union and/or employee to lodge a grievance **in** the manner and extent herein provided and to have it dealt with in accordance with the grievance procedure hereinafter detailed.
- 1.03 The Union **recognizes** the right of the Corporation to operate and **manage** the said Senior Citizens' Home and Community Support Home in accordance with its obligations and in the interest of the residents thereof, and to the community at large and **to** make and alter **from time to time** rules and regulations to be obeyed by the employee, which **rules** and regulations **shall** not be inconsistent with the provisions of this Agreement. Such **rules** and regulations and any changes therein from time to time shall not **be** enforced by the Corporation **until** they have **been** discussed with the Union and the reason for the change is explained. The change will be **posted** on the bulletin board normally **used** for this purpose for a period of at least one (1) week.

The Corporation shall send to the Union copies of all rules, regulations and policies in force at Sun Parlor Home and, from time to time **as** they occur, any changes or amendments thereto.

## **ARTICLE 2 - RECOGNITION AND NEGOTIATIONS**

- 2.01 The Corporation, or anyone authorized to act on its behalf, approves and **recognizes** the Canadian Union of Public Employees and its **Local 860 as** the exclusive bargaining agent for all its employees save and except Department Heads, Executive Secretary, Office Manager, persons above the **rank** of Office Manager, Community Support Home Supervisor, Manager of Staff Development, Registered **Nurses** and employees in Bargaining Units for which any trade Union held bargaining rights **as** of July 1<sup>st</sup>, 1990, and hereby consents and agrees to negotiate with the Union, looking towards a peaceful and amicable settlement of any difference that may arise between them.
- 2.02 The parties to this Agreement agree that the Community Support Home is an entity which is geographically separate from the Sun Parlor Home - Leamington and that by virtue of the difference in its purpose, nature, operations and funding source, may **require** procedures, rules, regulations and scheduling which are different from those in the Sun Parlor Home - Leamington. The parties further agree **that as** a result of this distinct operation they will **cooperate** to ensure that these distinct requirements **are** accommodated so that the Community Support Home **can**, at **all** times, be operated in such a manner **as** to ensure the highest quality of care for the residents

For this reason, the Corporation and the Union have **agreed** to Schedule "C" of the Collective Agreement between the Corporation and the Union Local 860.

The parties agree **that** at all times when interpreting an Article of the Agreement, for which there is a provision in the Addendum, all subsections of that Article will be interpreted exclusively according to the procedures and practices in existence at the Community Support Home.

**2.03** No employee shall be required or permitted to make any Written or verbal agreement which may conflict with the terms of the Collective Agreement.

Unless of a confidential, personal nature and dealing with subject matter not addressed in the Agreement, copies of written agreements between the employee and the Employer shall be forwarded to the Union.

**2.04** In respect of employees covered by this Agreement, the Corporation shall not recognize during the currency of the Agreement any other Bargaining agent in respect of any matters herein dealt with.

### **ARTICLE 3 - RELATIONSHIP**

**3.01** All employees in the Bargaining Unit shall fall into one of the following categories:

**Category 1(a)** shall consist of those persons employed on a regularly scheduled shift consisting of 160 hours (4 weeks) and a daily shift of eight (8) hours. Such employees shall be entitled to all benefits and conditions of this Collective Agreement.

**Category 1(b)** shall consist of all office and clerical employees on a regularly scheduled shift consisting of 37½ hours per week and a daily shift of 7½ hours: Monday to Friday inclusive. Such employees shall be entitled to all benefits and conditions of this Collective Agreement.

**Category 2** shall consist of those employees hired for the purpose of replacing permanent employees absent on pregnancy leave or other approved leave of absence. Category 2 employees shall be considered temporary and work the regular schedule and overtime that the absent employee would work for a period of up to six (6) months. If the employee does not ~~reny~~ the job shall be posted.

**Category 3** shall consist of those employees not scheduled as set forth in Category 1 but are employed for one of the following purposes:

- a) to enable the efficient operation of the shift schedules posted from time to time providing days off for a Category 1 employee.
- b) to replace those employees in Category 1 that are unable to work their regular shift as scheduled for any reason.

**Category 4** shall be temporary part-time usually covering for part-time maternity leave or other leaves.

**Category 5** shall consist of students as per the following definition and conditions. Students shall mean a person attending school, college or university on a full-time basis and who has indicated their intention to return to school.

Students will only be used during the summer months, March break and the period between December 10<sup>th</sup> and January 10<sup>th</sup> and only when no permanent employees have been laid off.

These students shall not be scheduled for any hours more than Category 2, 3, and 4 employees, nor shall they be called in until all other Category 2, 3, and 4 employees have been given an opportunity to accept such hours. Employees in Category 5 shall not accumulate seniority under this Collective Agreement, and shall not receive any fringe benefits under this Agreement ~~save~~ and except statutory vacation and basic hospitalization coverage ~~as~~ required under the Employers Health ~~Tax~~ Legislation. Any amendments to this Article shall be considered but changes will only ~~occur~~ if agreed by both parties.

No Category 3 employee shall be permitted to work more than **fifteen (15)** working days in any one shift schedule and no Category 2 employee shall be permitted to work more than **the** aforesaid **six (6)** month period. Should any Category 2 or 3 employee exceed the said fifteen (15) working days or six (6) month period without agreement between the Union Executive and Management, they shall automatically become a Category 1 employee.

Category 2, 3, and 4 employees, upon becoming Category 1 employees, shall acquire seniority in Category 1 on the basis of 1,852 hours worked in Category 2, 3, or 4 will **equal** one year of seniority. This provision shall be applicable to **all** employees employed ~~as~~ Category 1 employees by the Corporation.

<b>Benefits</b>	<u><b>Category 2, 3, and 4 Employees</b></u>
<b>OHIP</b>	100 percent cost to Employer
<b>Vacation</b>	Paid <del>as</del> per Article 17
<b>Paid Holidays</b>	As per Article 16 with exception of <del>Float</del> Day
<b>Longevity Pay</b>	<del>Based on</del> 1,852 hours <b>equal</b> to <b>one</b> year of service

Category 2, 3, and 4 employees shall have no rights to sick leave, but these employees shall have the right to make up lost time due to sickness during a work schedule in accordance with their seniority providing there is work available on a call-in-basis. This call-in to make up sick leave shall not be subject to Article 14.07 and a refusal shall be considered to be a shift worked.

- 3.02** All employees shall give their best effort at all times in performance of their work and will not in any circumstances deliberately delay, shirk, or cause delay to any work through grievances, but will carry on with their work while any grievance is being investigated. Department Heads will not discriminate against any employee who has requested investigation into ~~an~~ alleged grievance, and all parties hereto will at the time extend their fullest cooperation to one another, in order that ~~the~~ assigned work will **be** carried on efficiently and economically. The Union will not engage in Union activities during working hours unless provided for in the Agreement, or hold meetings at any time in the premises without the permission of the Home Administrator or designate. Such permission shall be unreasonably withheld.
- 3.03** The Corporation and the Union mutually agree, ~~that no~~ employee shall be in any manner discriminated against, coerced, ~~restrained~~, or influenced, because of their race, sex, religious affiliation, national origin or non-membership in any labour organization or by ~~reason~~ of any activity or lack of activity in any labour organization.
- 3.04** The Corporation and the Union recognize that this agreement is subject to all Government regulations ~~as~~ they apply to employees and to the Corporation.
- 3.05** To create harmonious relationships between the parties hereto, any problems confronting the Union and which **are** not likely to be the subject of a grievance shall be discussed with the Department Head first, then the Home Administrator. If a settlement satisfactory to the Union is

not reached, the Union may so inform, in Writing, the Manager, Human Resources for the County, who shall direct the appropriate Committee of the Corporation to meet with the Union within thirty (30) days as mutually agreed.

**3.06** An employee may view the Corporation's file on such employee at a mutually agreeable time upon written request to the Administrator.

#### **ARTICLE 4 - CHECK OFF OF UNION DUES**

**4.01** The Corporation shall deduct monthly Union dues from all employees covered by this Agreement. The Corporation will forward in one (1) cheque to the National Secretary Treasurer of the Union, not later than the tenth (10<sup>th</sup>) day of the following month for which the dues were levied. The cheque shall be accompanied by a list of names, classifications and total hours worked of employees from whose wages the deductions have been made. The Corporation further agrees that on the first remittance of each year it will provide the addresses and gender of those employees reported upon. A copy of such list shall be provided to the Secretary Treasurer of the Local Union.

**4.02** All employees covered by this Agreement shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment is to be made by payroll deductions, provided membership in the Union remains on a voluntary basis and is not a condition of employment.

**4.03** At the same time that Income Tax (T4) slips are made available, the Employer shall type on the amount of union dues paid by each Union Member in the previous year.

#### **ARTICLE 5 - NEW**

**5.01** On commencing employment, the Corporation shall introduce the new employee to the area Union Steward or Representative at an appropriate time.

An executive member of the Union may interview a new employee in the staff lounge, at the end of their respective shifts. Such interview shall not exceed fifteen (15) minutes in length, during which time the Union person shall present a copy of the current Collective Agreement to the new employee.

#### **ARTICLE 6 - RESPC**

**6.01** Unless otherwise specified in the Collective Agreement, all correspondence between the parties arising out of this Agreement or incident thereof shall pass to and from the Administrator of the Sun Parlor Home, Leamington, Ontario, and the Secretary of the Union, whose name and address from time to time shall be forwarded to the Corporation. As a general practice, the Corporation will also send copies of such correspondence to the President of the Union.

#### **ARTICLE 7 - LABOUR MANAGEMENT & UNION REPRESENTA**

**7.01** Any duly appointed representative of the Union, in the employ of the Corporation, shall have the privilege of attending meetings for the purpose of dealing with a complaint or grievance or the negotiation of a new agreement held within working hours without loss or remuneration, provided such employee first obtains permission from the Administrator of the Home or his authorized representative. Such permission shall not be unreasonably withheld.

7.02(a) Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of The Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s), advisor(s) shall have reasonable access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

7.02(b) Members of the Bargaining Unit shall have the right to Union representation from within the Bargaining Unit in any dealings with the Employer that may result in disciplinary action being taken against the employee. It is understood and agreed that the right to Union representation shall not be exercised during the usual or routine non-disciplinary discussions between supervisors and members of the Bargaining Unit.

7.03 Establishment of Labour Management Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Union, with two (2) alternates who shall only attend if needed to replace the full-time representatives, and also consisting of two (2) representatives of the Employer, one (1) of whom shall be the Administrator of the Home or designate. All of the above persons shall be employees of the Home. The Committee shall enjoy the full support of both parties in the interest of improved service to the residents, and job security for the employees.

7.04 Function of the Committee

The Committee shall develop a mandate for its continued consideration which shall include:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Reviewing suggestions from employees, questions or working conditions and service (but not grievances concerned with service).
- 3) Correcting conditions causing grievances and misunderstandings.
- 4) Other items, from time to time, which are felt to be appropriate by a majority of the Committee members subject to Article 7.08.

7.05 Meetings of Committee

The Committee shall meet as necessary but not more than once a month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

7.06 Chairperson of the Meeting

An employer and Union representative shall be designated as chairpersons and shall alternate in presiding over meetings. Chairperson will have voice and vote.



### **7.07 Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared by the Chairperson as promptly as possible after the close of the meeting. All members of the Committee shall each receive a copy of the minutes within one (1) week following the meeting. The minutes shall be typed and distributed by the Employer. Following distribution of the minutes to the Committee Members said minutes shall be posted appropriately.

### **7.08 jurisdiction of the Committee**

The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of the Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

**7.09** Unless otherwise specified, if a member of the Bargaining Unit is required to be in attendance in a meeting with the Employer as provided in this Agreement and such attendance is outside of the employee's regular hours, then such employee shall be entitled to time off equivalent to the amount of time in such meeting which was outside the employee's regular hours at a time suitable to the employee. Such time off shall be with pay.

## **ARTICLE 8 - SENIORITY**

**8.01** Seniority is defined as the length of service in the Bargaining Unit and shall include service with the Employer and the Home prior to certification or recognition of the Union. Except as otherwise provided in Article 10.04(a), seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the work force and recall from lay-off. Seniority, unless otherwise specified, shall operate on a Bargaining-Unit-Wide basis.

### **8.02 Seniority List**

The Employer shall maintain a seniority list showing the current classification and seniority date of each employee. Seniority dates for Category 1 employees, subject to the provisions of the Article and unless having been employed in another Category or supervisory position, shall be their original date of hire.

Category 2, 3, and 4 employees' seniority date shall be based on 231.5 shifts being equal to one year's seniority.

An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

### **8.03(a) Calculation of Seniority**

Except as otherwise provided for in this Agreement, it is understood that overall Bargaining-Unit-Wide seniority shall not be lost as a result of transfers, promotions or demotions within the Bargaining Unit to or from full-time positions. In accordance with Article 8.02, an employee's seniority date in such circumstances will be calculated and adjusted for any period of time spent in a part-time position on the pro-rated basis of 231.5 shifts being equal to one (1) year of seniority.

- (b) If it is necessary as a result of lay-off to transfer an employee from one department to another, the employee shall be allowed to carry their overall seniority within the Bargaining Unit to count as their seniority within the Department to which they transferred.
- (c) Departmental seniority shall only be used to determine preference or priority for vacation, temporary or emergency transfers within a department, and call-ins.

**8.04(a) Seniority for New Employees**

Employees in Category 1(a) and 1(b) shall be regarded as probationary employees for the first six (6) calendar months continuous employment in any one (1) year. At the expiration of said time they shall be placed on the seniority list dating from the first day of their employment provided that continuous employment shall not be broken by absence due to sickness for a period of more than two (2) weeks.

- (b) Employees in Category 2, 3, and 4 shall be regarded as probationary employees for the first sixty (60) shifts worked. At the expiration of said time, they shall be placed on the seniority list dating from the first day of their employment provided that continuous employment shall not be broken by absence due to sickness for a period of more than two (2) weeks.
- (c) Employees who have completed their probationary period as stated above, shall not be required to complete a second probation in the case of job transfer or job posting.

**8.05 Seniority During Absence**

An employee shall lose all seniority and employment shall be deemed terminated if the employee:

- a) is discharged for just cause and is not reinstated pursuant to the terms of this Agreement;
- b) is absent from work without leave of absence for more than two (2) consecutive days, unless there was reasonable justification for such absence;
- c) fails to report for work within two (2) calendar days after being notified by registered mail, provided that no employee shall fail to lose their seniority or employment if failure to report to work when called is caused by sickness or accident substantiated by a Medical Doctor's Certificate which shall be provided upon return to work;
- d) is laid off for a period of more than thirty-six (36) months.

**8.06 Seniority During Transfers to Supervisory Positions and Within Bargaining Unit**

The selections or appointment of employees for supervisory positions, or for any position not subject to this Agreement, is not governed by this Agreement. Any employee transferred to a supervisory position and subsequently transferred back to a position within the Bargaining Unit shall be credited with accumulated seniority to a maximum of twelve (12) months of the time spent in the supervisory position for the purpose of vacation preference and postings within the Bargaining Unit.

- (a) Subject to Article 10, transfer of employees from one department to another within the Bargaining Unit shall be governed by departmental seniority, so that an employee so transferred shall begin to accumulate seniority for the purposes of such department from the date of transfer thereto, but shall retain his overall seniority within the Bargaining Unit for all other purposes within the scope of this Agreement.

- (b) Notwithstanding anything contained herein, transfer of employees from one department to another within the Bargaining Unit due to layoff shall **be** governed by their overall seniority within the Bargaining Unit and the employees shall be allowed to **carry** their overall seniority within the Bargaining Unit to count **as** their seniority within the department to which they transferred.

## **ARTICLE 9 - LAY-OFF AND REHIRING**

**9.01** A lay-off shall be defined **as** a reduction in the work force or a reduction in the regular hours of work **as** defined in **this** Agreement.

### **9.02 Notice of Lay-off**

In the event of a lay-off, the following notice period **shall** apply:

- (a) Employees with less than ~~three~~ (3) years seniority **shall** be provided with two (2) weeks notice in writing or two **(2)** weeks pay in lieu of such notice.
- (b) Employees with ~~three~~ (3) years seniority shall **be** provided with four **(4)** weeks notice in writing or four **(4)** weeks pay in lieu of such notice.
- (c) Employees with more than eight (8) years seniority shall be provided with eight (8) weeks notice in writing or eight (8) weeks pay in lieu of such notice.
- (d) In all cases, pay in ~~lieu~~ of notice of lay-off shall be considered and calculated on the basis of a regular ~~non-over-time~~ work week of the affected employee, or such longer ~~period~~ or pay **as** may be required by the Employment **Standards** Act **as** amended from time to time.
- (e) In the case of an undetermined leave due to accident or illness, such temporary replacement shall be given notice of the termination of his/her employment of not less than the length of notice received by the Employer of the intended return of the employee on such leave.
- 9.03(a)** Provided that an employee **has** acquired seniority, the last employee hired shall, in the case of lay-off, be the first laid off and the last employee laid off shall be the first rehired. No new employee will be hired until those laid off have **been** given an opportunity of re-employment. In the event of a lay-off, if **an** employee is transferred from one department **to** another ~~within~~ the Home, such employee shall be credited with one hundred (100) percent of the seniority accumulated by him/her in accordance with the terms of the Agreement.

### **(b) Lay-off Procedures**

In the event of a lay-off **as** defined in this Agreement. the Employer shall identify the position/classification **to be** eliminated or reduced, and **advise** the affected employee(s) of their options pursuant to this provision, and subsequently affected employees shall also be advised of options.

**Option 1:** The affected employee can transfer into any position/classification held by an employee with less seniority provided they have the skill, ability, and competence to perform the necessary work.

**Option 2:** The employee can accept lay-off subject to recall rights for a period of thirty-six (36) months as provided for in the Collective Agreement.

- (c) **As** a result of the lay-off procedure, the employee shall **be** placed on the **grid** scale for **that** position, at the ~~rate~~ closest to their current ~~rate~~ **as** of the effective ~~date~~ of transfer.
- (d) Upon receipt of a notice **of** lay-off and advice **of** options, an employee shall **be** afforded ~~three~~ **(3)** working days in which to advise the Employer of their decision.

**9.04** Where a Category 1 employee transfers to a Category 3 employee **as** a result of their option, there shall **be** a reduction in the number of Category 3 employees within the affected department.

**9.05** No Category 2, 4, or 5 employees shall be hired while Category 1 or 3 employees **are** laid off provided those on lay-off **are qualified to do** the work required.

**9.06** Category 1 employees who transfer **to** Category 3 shall **be** placed on the top of the part-time schedule and receive their maximum fifteen **(15)** shifts scheduled if available. When no other Category 3 employee is available under Article 14.07(c), the employee affected by the lay-off shall **be** offered the call-in. They shall not exceed a maximum of 20 shifts, including call-ins.

**ARTICLE 10 • PROMOTIONS    STAFF        RES**

**10.01(a)** When a vacancy **does** occur or a new position is created within the Bargaining Unit, the Employer shall notify the Union in Writing and post notice of the position on the bulletin board used for that purpose for a **period** of six working days for the purpose of permitting any member of the Bargaining Unit to make an application thereof.

If the Employer is aware of an upcoming **vacancy** or new position, and if practicable **to** do so, shall post such position not later than thirty (30) days prior to date when the position will be open.

The application will be submitted in writing to the Department Head. The successful applicant will **be** notified in writing **and** the name of the successful applicant shall **be** posted within three **(3)** days after termination of the posting.

**(b) Job Posting Information**

Such notice shall contain the following information: date and time of posting, date and time posting closes, effective date, nature of position, qualifications, required knowledge and education, skills, department ~~area/location~~, shift and wage ~~rate~~. Reference to ~~area~~ or location shall **be** for clarification purposes only and shall not restrict the ability to transfer **as** work requires subject to other provisions in this Agreement. Such qualifications and requirements shall **be** those necessary **to perform** the **job** function and which have been agreed upon **by** the Joint Job Evaluation Committee and contained in the current Job Description. All job postings shall state "This position is open to both male and female applicants".

**10.02(a)** In making **staff** changes, transfers and promotions, appointment shall be made of the applicant with the greatest seniority having required qualifications, skill and competence.

(b) The successful applicant on a **job** posting shall assume the schedule of the new position **as it pertains** to scheduled days off.

**10.03** No outside applications shall be considered until after the termination date of the posting.

**10.04(a)** In making any temporary or emergency transfers to cover any **period** of less than thirty (30) days, where no senior employee has requested to be transferred to fill the position, the employee with the least seniority in the Department from which transfer is to be made may be transferred provided **that**, in the opinion of the Department Head and/or Administrator, the employee to be transferred has sufficient skill and competence to perform the job in question.

(b) **An** employee working in a temporary position shall **be** allowed to apply for another temporary position, provided the employee has completed or will have completed their term in the present position prior to the starting date of the new position.

**10.05** The Corporation shall provide time off with pay, if necessary, for any employee required to write exams in any course that has been previously approved by the Department **Head** and/or Home Administrator, which will result in improving the employee's ability to perform his/her job with the Corporation.

**10.06** **Trial Period**

The successful applicant shall be notified in writing and the name of the successful applicant shall be posted within three (3) days following the end of the posting **period**. If changing classifications, he/she will be given a **trial** period of two (2) months, during which time he/she will receive the necessary on-the-job training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months exclusive of vacation or approved leaves. In the event the successful applicant proves unsatisfactory in the position during the **trial** period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall **also** be returned to his/her former position, wage or salary rate, without loss of seniority.

Transfer of employees back to their original position shall occur not more than two (2) weeks from notice being given to the employer.

The above **trial** period, shall not be applicable to any employees moving from a full-time position to a part-time position, unless mutually agreed between the parties to this Collective Agreement.

**10.07** **Notification to Employee and Union**

Upon determining the appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin board now used for job postings. The Employer shall provide a full explanation and notification of any shortcomings in their qualifications to all senior applicants who have been denied promotion or transfer. The Union shall **be** notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

**10.08(a)** **Changes in Classification**

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change substantially. Where the Union and/or an employee feels a job which has changed substantially is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union.

If the parties are unable to agree on the re-classification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and/or arbitration for determination. The new rate shall become effective at the time the new position was first filled by the employee or the date of change in job duties or if not mutually agreed upon, then at the date upon which a grievance was filed if the grievance is successful. The parties shall meet within thirty (30) days of a request by either party and shall reach agreement or disagreement within a further thirty (30) days.

(b) Every employee covered by this Agreement will be classified in accordance with a job title, and a wage classification within that job title as set forth in Schedule B. All affected employees shall be entitled to all rights as stipulated in the Letter of Understanding regarding lay-off and recall.

10.09 Save and except in the event of lay-off or disciplinary measures, no employee shall receive a reduction in wages unless such reduction is in accordance with other terms of this Agreement.

### **ARTICLE 11 - GRIEVANCE PROCEDURE**

11.01 The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

11.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) calendar days before the filing of the grievance.

11.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

- a) The aggrieved employee shall submit his/her grievance in writing to the Union Grievance Committee. The Union Grievance Committee shall then present the grievance in writing to the Department Head and/or the Administrator. If a settlement satisfactory to the employee and/or the Union Grievance Committee is not reached within five (5) working days, excluding Saturday and Sunday, or any longer period which may be mutually agreed upon, the grievance may be presented as follows:
- b) The Union Grievance Committee, after having completed the procedure set forth in Step (a) hereof, may present the grievance to the Manager, Human Resources for the County who shall arrange a meeting within ten (10) working days of the receipt of request from the Union with the appropriate Committee of Council to consider the grievance. At this state the aggrieved employee may be accompanied by a representative of the Union if his/her presence is requested by either party.
- c) If final settlement of the grievance is not completed within seven (7) calendar days after deliberations have commenced between the Union Grievance Committee and the appropriate Committee of Council, and if the grievance is one which concerns the interpretation of alleged violation of the Agreement, the grievance may be referred by either party to the Board of Arbitration as provided herein at any time within 21 days thereafter, but not later.

11.04 Replies to grievances shall be in writing at all times.

11.05 Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

11.06 The Corporation shall supply the necessary facilities for the grievance meetings.

**11.07** Where dispute involving a question of general application or interpretation **occurs** or where a group of employees or the Union **has** a grievance, such a question or grievance may be directly submitted to the appropriate Committee of Council for consideration and any prior steps of the Grievance Procedure may be bypassed.

**11.08** The **time** limits set forth in the Grievance Procedure may be extended at any time upon the mutual agreement of the Corporation and the Union.

## **ARTICLE 12 - ARBITRATION**

### **12.01 Composition of the Board of Arbitration**

Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of the Agreement, which **has** been properly **carried** through all the steps of the grievance procedure outlined in Clause 11 above and which has not been settled, will **be** referred to the Board of Arbitration at the request of either of the parties hereto.

When either party requests that a grievance be submitted to arbitration, the request shall **be** made in writing addressed to the other party of the Agreement. Within five **(5)** days thereafter each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee.

If the recipient of the notice fails to appoint an Arbitrator, or if the two **(2)** appointees fail to agree upon a Chairman within five **(5)** days, the appointment shall be made by the Minister of Labour upon the request of either party and the said Minister shall nominate a Chairman.

### **12.02 Who may be an Arbitrator**

No person shall be selected **as** a member of **an** Arbitration Board who:

- a) is acting, or has within a period of six (6) months preceding the date of his appointment acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either of the parties:
- b) has any pecuniary interest in the matters referred to the Board.

### **12.03 Board Procedure**

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it.

### **12.04 Decision of the Board**

The decision of the Board of Arbitration shall be final and binding on all parties, but in no event **shall** the Board of Arbitration have power to alter, modify, or amend this Agreement in any respect. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs and is binding upon all parties thereto.

**12.05 Expenses of the Board**

Each party shall pay:

- a) the **fee and** expenses of the arbitrator it appoints;
- b) one-half of the fees and expenses of the Chairman.

**12.06 Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

**12.07 Witness**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned **as** witnesses and other witnesses. All reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to any part of the Corporation's premises to view any working conditions which may **be** relevant to the settlement of the grievance.

**ARTICLE 13 - DISCIPLINE AND DISCHARGE**

**13.01 Progressive**

Normally disciplinary procedures for repeated offenses shall be **as** follows:

- a) verbal warning
- b) written warning
- c) one (1) day suspension, thereafter further suspension and/or discharge, **as** warranted by the circumstances.

13.02(a) Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority rating, and shall be compensated for all time lost at the rate equal **to** his normal earnings during the pay period next proceeding such **discharge** or suspension, or by any other arrangement **as** to compensation which is **just** and equitable in the opinion of the parties or in the opinion **of the** Board of Arbitration if the matter is referred **to** such a Board.

(b) The Employer must act on the discipline within five (5) days of the occurrence becoming made known to the Administrator or designate or such longer time **as** mutually agreed upon by the parties.

13.03 The record of an employee shall not be **used** against him/her at any time after eighteen (18) months following the incident,

Failure to grieve previous discipline, or **to** pursue such a grievance to arbitration, shall not be considered **an** admission that such discipline was justified.



#### **13.04 Personnel Records**

**An** employee shall have the right to have access to and review his/her personnel file upon obtaining permission from the Home Administrator or designate. Any disagreement **as** to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof **shall** become part of the employee's record.

No evidence from the employee's record may **be** introduced **as** evidence in any hearing of which the employee was not aware at the time of filing. **An** employee shall have the right to make copies of any material contained in his/her personnel record.

#### **13.05 Right to have a Steward Present**

An employee shall have the right to have his/her Steward present at any discussion with his/her Department Head which the employee believes might be the **basis** of disciplinary action. Where a Department **Head** intends **to** interview an employee for disciplinary purposes, the Department Head shall **so** notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to **be** present at the interview.

### **ARTICLE 14 - HOURS OF WORK**

#### **14.01 Working Schedule**

- (a) It is understood and agreed that **as** the Home is operated twenty-four **(24)** hours a day seven (7) days a week, it is necessary that the employees, save and except the office and clerical employees, work according **to** a shift schedule. The Corporation agrees that such shift schedules shall **be** prepared and posted by the Department **Head** at least seven **(7)** calendar days prior to such schedule becoming effective. In addition, the Christmas, New **Year's** work schedule shall be **posted** no later than November 15<sup>th</sup> of each year.
- (b) The work schedules of all Category 1(a) employees shall consist of 160 hours in a shift schedule **(4 weeks)**, and the daily shift of each such employee shall consist of eight (8) hours, including thirty (30) minutes for lunch.
- (c) The work schedule for all Category 1(b) employees shall be seven and one-half **(7½)** hours per day with an unpaid lunch, Monday to Friday inclusive.
- (d) The work schedules for those employees in Categories 2, 3, and 4 shall **be** made on the **basis** of seniority within **those three** Categories with the greater seniority employees receiving **first** available work.
- (e) Subject to Article 14.07, if an employee refuses **a** call-in after three (3) consecutive days off, provided the employee is not on vacation or on an approved leave, then the refused shift shall **be** considered a shift worked.

#### **14.02 Minimum Hours**

At no other time than on an employee's scheduled shift change or in the case of an emergency shall he/she **be required to work** more than one eight **(8)** hour shift in the case of Category 1(a) employees, in a twenty-four **(24)** hour period, or more than seven and one-half **(7½)** hours in the case of Category 1(b) employees in any twenty-four **(24)** hour period.

14.03 Break Period

All employees shall be permitted two fifteen (15) minute rest **periods** with a choice of tea, coffee, milk or **juice**. One (1) rest period shall be taken in the first half of the shift and the other rest period shall be taken in the second half of the shift.

14.04(a) The number of positions on alternating shifts shall not exceed the present complement **unless** mutually agreed upon.

(b) No shift **shall** be less than four (4) consecutive hours in duration.

(c) No employee shall be scheduled to work less than four (4) consecutive hours.

(d) There shall be no split shifts.

(e) Employees shall not be scheduled to work **more** than **six** (6) consecutive days unless mutually agreed upon between employee and Employer.

14.05 Call Back Pay Guarantee

**An** employee who is called in and required to work outside his/her regular working hours shall be paid for a minimum of four (4) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours **and** the work the employee **is** called **to do**. When the work called back for is completed, the employee **shall** be allowed **to** leave. Time *earned* on a call back may **be** compensated with time off in lieu at the rate of time-and-one-half provided approval of the Department Head has been obtained.

14.06 When a conversion from Standard Time to Daylight Saving Time, or Daylight Saving Time to Standard Time **occurs**, employees working the duty shift during which the conversion **occurs** will be paid for all hours actually worked. Where the number of hours actually worked exceeds eight (8), those hours in excess will be paid at the appropriate overtime **rate**.

14.07(a) Call In, Start of Shift

Employees called in for emergency replacement purposes which may result in the employee arriving late for the **start** of the shift, shall be paid for the full shift, provided said employee **reports** for work within one (1) hour from the time he/she is called. If the employee does not report **as** stated above, he/she may be required to work into the next shift to make up the time.

(b) Call In, Mid Shift

Employees called in for emergency replacement purposes after the shift has already commenced shall **be** paid from the time of the call-in provided said employee reports for work within one (1) hour from the time he/she is called. If the employee does not report **as** stated above, he/she shall only be paid for actual hours worked.

(c) Call Ins for Part-Time Staff

Part-time employees shall be called to replace employees on a scheduled shift, when required, on the **basis** of departmental seniority.

(d) Category 2, 3, and 4 employees shall not be unjustly disciplined for not accepting shifts or call-ins over and above those for which they have been scheduled to work. No employee shall be required to work more than six (6) consecutive days unless mutually agreed upon. Except for vacation or approved leaves as specified in this Agreement, an employee shall not be able to refuse call-ins for more than four (4) days in any given work schedule.

**(e) Cancellation of Scheduled Shift**

In the case of the Employer cancelling shifts, it shall be done on the basis that the least senior employee called in on that shift shall be the first employee's shift cancelled.

**14.08** Category 3 and 4 employees shall be scheduled to have every third weekend off. Amendments to the normal schedule may be granted by Management subject to the nature of the request along with reasonable notice; however, at all times proper staffing of the Home shall be the determining factor.

**14.09** The Corporation agrees to provide two (2) weekends off in each four (4) week schedule for Category 1(a) and 2 employees with alternating weekends off, except where a request is made to change by an employee or the Union which is in accordance with the terms of the Collective Agreement or in the case of job postings or the Christmas or New Year's holidays.

**ARTICLE 15 - OVERTIME**

**15.01** Overtime shall be paid at the rate of time-and-one-half for all authorized hours or portion thereof, worked beyond the normal workday and/or work week, as set out in Article 14.01 of this Agreement and verified by the immediate supervisor. Although it is not the intention of the Corporation to work a shift short, the Union recognizes and agrees that there are times when it will be necessary for this to occur.

**15.02** Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate at a time mutually agreed upon between the employee and Employer. Such agreement shall not be unreasonably withheld.

This provision shall not apply to part-time employees as defined in Article 3 as Category 3 and 4 employees.

Overtime hours not taken as time off by October 31" in each year will be paid out in November at the hourly rate which was in effect at the time the overtime was worked.

**ARTICLE 16 - HOLIDAYS**

**16.01(a)** All employees shall be entitled to the following holidays or any other day proclaimed to be a holiday by the Federal or Provincial Government:

~~Good~~ Friday  
~~Easter~~ Monday  
~~Labour~~ Day  
Boxing Day

Thanksgiving Day  
Victoria Day  
Remembrance Day  
New Year's Day

Civic Holiday  
Dominion Day  
Christmas Day  
Floating Day

The Floating Day shall be granted on a first-come-first-serve basis upon a request being submitted at least fourteen (14) calendar days in advance of the requested date at any time throughout the year.

(b) All Category 1(b) employees shall, in addition to those holidays as set out in Article 16.01(a) of this Agreement, be entitled to receive the following holidays:

½ day before Christmas Day  
½ day before New Year's Day

16.02(a) Subject to Article 14.01, it is understood and agreed that the operation of the Home is a twenty-four (24) hour a day, seven (7) days a week operation. and that all employees will not receive holidays on the specific date in each year that the above-mentioned holidays occur. Any employee required to work on the specific date in each year upon which any of the above-mentioned holidays occur shall be paid for that holiday at the rate of time-and-one-half and shall receive a day off in lieu of the said holiday.

(b) A full-time employee may also request to be paid their regular rate for all hours worked on the holiday, plus be allowed to take one and a half (1½) days off in lieu at the applicable rate of pay, upon mutual agreement of the parties. In case an employee cannot utilize their lieu time by October 31<sup>st</sup>, in each year. they shall be paid out at the appropriate rate in the month of November.

(c) Any employee may add two (2) or more holidays to their vacation. However, the period during which holidays may be taken by any employee shall remain at the discretion of the Corporation. Any refusal by the Corporation to grant a holiday as requested shall be in writing.

16.03 In the event of a special occasion arising, an employee will be allowed to be absent by using a "holiday day" provided such employee gives notice to the Department Head at least fourteen (14) calendar days prior to the date being requested.

No employee shall be entitled to any of the above holidays prior to the actual holiday or the day observed as such.

16.04 Employees covered by this Collective Agreement shall be so scheduled to receive not less than two (2) consecutive days off (48 hours) at either Christmas or New Year's unless otherwise mutually agreed upon.

16.05 In circumstances where the employer has not been able to accommodate the employee's request for time off in lieu of the Christmas and/or Boxing Day Holiday, the employee may request the Christmas and/or Boxing Day Holiday to be used up prior to January 31<sup>st</sup> in the subsequent year.

## ARTICLE 17 - VACATIONS

### 17.01 Length of Vacation

After completing six (6) months continuous employment with the Corporation, each employee shall be entitled to one (1) week of vacation, with vacation pay computed at four (4) per cent of gross earnings.

After completing one (1) year continuous service with the Corporation, each employee shall be entitled to two (2) weeks of vacation, with vacation pay computed at four (4) percent of gross annual earnings.

After completing three (3) years continuous service with the Corporation, each employee *shall be* entitled to three (3) weeks of vacation, with vacation pay computed at six (6) percent of *gross* annual earnings.

After completing eight (8) years continuous service with the Corporation, each employee shall be entitled to four (4) weeks of vacation, with vacation pay computed ~~at~~ eight (8) percent of *gross* annual earnings.

After completing fifteen (15) years continuous service with the Corporation, each employee shall be entitled to five (5) weeks of vacation, with vacation pay computed at ten (10) percent of *gross* annual earnings.

After completing twenty-two (22) years continuous service with the Corporation, each employee ~~shall be~~ entitled to six (6) weeks of vacation, with vacation pay computed at twelve (12) percent of *gross annual earnings*.

#### 17.02 **Holidays During Vacation**

Where a statutory holiday, **as** defined in Article 16 hereof, occurred during the employee's vacation ~~period~~, such employee *shall be* entitled to one (1) ~~extra~~ day off added to such employee's annual vacation.

17.03 Vacation lists will be posted no sooner than April 1<sup>st</sup> and no later than April 4<sup>th</sup> in any year, and to remain posted until May 1<sup>st</sup> and finalized by May 15<sup>th</sup> of each year. In addition to placing their name and vacation preference on the posted lists, employees must complete and return to their supervisor the Vacation/Statutory Holiday/Scheduling Request Form.

Any conflict of vacation choices between employees shall be decided on the basis of seniority. Any conflict with vacation choices ~~that arise~~ by any choice made after May 1<sup>st</sup> shall be decided in favour of the employee first requesting the vacation period over which there may be conflict. The vacation list and request form shall provide for an employee to make at least two (2) choices for his/her vacation period.

Any choices made **after** May 15<sup>th</sup> shall be responded to within fourteen (14) days of the request being made.

17.04 In extenuating circumstances, employees shall be entitled to take their vacation in a manner suitable to the employee, including one (1) day at a time upon agreement with the Administrator or his designate. Such agreement shall not be unreasonably withheld.

#### 17.05 **One (1) Week Vacation Carry Over**

Employees entitled to three (3) or more **weeks** vacation shall have the right to carry-over up to one (1) week of their vacation entitlement to the following year.

#### 17.06 **Holiday/Sick Day**

The Parties to this agreement understand and agree, that where the employee has been granted a holiday, **as** provided under Article 16 of the Collective Agreement, they shall be entitled to cancel such holiday and replace that day with a sick day, provided:

- a) Sick time accumulation exists,

- b) Three (3) days notice **be** given to the Employer,
- c) The reason for **cancellation** is understood **that** an absence for illness will **be** for three (3) days or more and Article 18.04 will apply,
- d) The holiday must occur during **an** absence of three (3) days or more.

Any changes to **this** agreement shall only **occur** upon mutual agreement of the Parties,

**ARTICLE 18 - SICK LEAVE PROVISIONS**

**18.01** The **Corporation** will provide to all full-time employees a Short Term Disability (STD) Plan as follows:

i)	Six (6) months employment but less than two (2) years	2 weeks at 100%
		13 weeks at 66 2/3%
ii)	Two (2) years employment but less than four (4) years	4 weeks at 100%
		11 weeks at 66 2/3%
iii)	Four (4) years employment but less than six (6) years	6 weeks at 100%
		9 weeks at 66 2/3%
iv)	Six (6) years employment but less than eight (8) years	8 weeks at 100%
		7 weeks at 66 2/3%
v)	Eight (8) years employment but less than ten (10) years	10 weeks at 100%
		5 weeks at 66 2/3%
vi)	Ten (10) years employment but less than twelve (12) years	12 weeks at 100%
		3 weeks at 66 2/3%
vii)	Twelve (12) years and more employment	15 weeks at 100%

**18.02(a) Payment of Benefits**

Benefit will be paid on the first (1<sup>st</sup>) day of accident, the first (1<sup>st</sup>) day of hospitalization and on the second (2<sup>nd</sup>) day of illness.

**(b) Benefit Level**

Benefit levels will **be** determined by the employee's length of service with the Corporation. Service for employees will be based **upon** their date of hire.

**(c) Earnings**

Earnings are those in effect on the last day the employee **was** actively **at** work. Earnings shall be the employee's usual straight time earnings in effect at the time the employee went on the Short Term Disability **Plan**.

**(d) Term of STD Plan**

Benefits **are** payable **for** up to fifteen (15) weeks for each separate claim, based on the **periodic doctor's certificate** the employee's doctor provides the Corporation.

(e) Third Party Claims

If the Corporation has paid a benefit for any injury or illness in which any third party is or may be liable for damages, the employee will be **required** to fully refund the Corporation for the benefit paid by the Corporation to the employee upon **settlement**. The employee will **be required** to sign an undertaking to reimburse the Corporation. Reimbursement is required when the amount of benefit paid, together with the amount recovered from the **third party** for lost income, **equals** or exceeds 100% of the benefit paid by the Corporation.

(f) Cast of the Plan

The Corporation will pay the cost of this Short Term Disability **Plan**. The Corporation agrees that it will pay the cost of a doctor's certificate **required to qualify** for the Short Term Disability **Plan** and any subsequent certificates **as may be required** from time to time.

(g) Higher Classification

In the event of illness of an employee while performing a job of higher classification the employee **shall** receive pay for the job of the higher classification provided the employee worked at such higher classification on the employee's **regular** scheduled work day prior to the illness.

(h) Sick Leave Banks

Current sick leave banks may **be** applied until depleted **to cover** any waiting **period** and **to top up** any partial benefit to 100%.

(i) Unused Sick Leave Credits

Employees employed before **January 1, 1981**, shall retain their right to payment for unused **sick** leave credits upon retirement provided such payment does not exceed seventy (70) percent of the accumulated sick credits calculated at the rate in effect when leaving, the maximum not to exceed **six (6)** months wages.

- 18.03** Any employee absent from work for more **than** two (2) days shall not **return** to work **or** receive payment for days absent unless the employee produces a doctor's certificate. Such certificate will contain a **general** statement of diagnosis and prognosis.
- 18.04** The Employer shall automatically deduct a sick day from the employee's bank for the first day of absence unless **otherwise** notified at the time of the call in.
- 18.05** Hospitalization shall **be** defined **as** that in which **an** employee is admitted into a hospital or receives any **treatment recommended** by a doctor which may only **be performed** in a hospital.
- 18.06** Upon **an** employee submitting a doctor's certificate, the Employer shall reimburse the employee for the cost of such certificate within fourteen (**14**) calendar days.

## **ARTICLE 19 - LEAVE OF ABSENCE**

**19.01(a)** Except where otherwise provided in this Article, a minimum of one (1) ~~week~~ leave of absence, without pay, may be granted to employees for personal reasons. Any requests for such leave shall be made not earlier than ninety (90) days and not later than thirty (30) days prior to the date the leave of absence is requested for, ~~or~~ for such lesser time as may be approved by the Employer. Such leave shall be granted on the basis of the date of request filed and for the purposes of this clause, any employee that has received a leave of absence between June 1<sup>st</sup> and September 30<sup>th</sup> in any one year, shall drop to the bottom of the seniority list for any such leave in the following year. In the event of any extreme emergency, the conditions affecting a leave of absence under this Article can be altered only upon agreement between the Union and Administrator of the Sun Parlor Home.

(b) Notwithstanding 19.01(a), special leaves of absences shall be granted by the Home Administrator or his designate based on the merits of the request.

**19.02** Any leave of absence may be immediately cancelled if obtained under false pretences, and if the employee does not immediately report for work on notification of cancellation, the employee will lose all seniority.

**19.03(a)** Leave of absence without pay, not to exceed sixty (60) working days, shall be granted to employees who are members of the Union, when such employees are acting as delegates to any regularly called Union Convention, Seminar, or Provincial Committee(s) meeting(s). No more than five (5) employees may leave at one time. Two (2) weeks notice shall be given before such leave.

(b) An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, may be granted a leave of absence for a period of two (2) years. Such leave may be extended by mutual agreement. Such employee shall not accumulate seniority but may at his/her option, continue payment or arrange for payment of any fringe benefits to which he/she may be entitled under this Agreement.

(c) Leaves of absence with pay (for which the Employer shall be reimbursed by the Union) of up to three (3) people for up to three (3) days annually, shall be granted for internal Union business, including preparation for negotiations, meetings with C.U.P.E. staff and for advisors, etc.

**19.04** Where leave of absence is granted in excess of thirty (30) days for personal reasons, seniority will not accrue during such leave. If any employee is granted a leave of absence in excess of thirty (30) days, such employee may, at his option, continue payment of any fringe benefits to which he may be entitled under this Agreement.

**19.05(a)** An employee shall be granted three (3) regularly scheduled consecutive work days leave (such leave shall include the day of the funeral), without loss of salary or wages, in the case of the death of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, grandparent, step-brother, step-sister, brother-in-law, sister-in-law, grandchild, step-father, step-mother, son-in-law, daughter-in-law, common-law spouse and immediate family members as listed above, or any relative who has been residing in the same household as the employee. If the burial occurs more than 500 kilometres from the County of Essex, the employee shall be granted five such working days without loss of salary or wages.

An employee requested to be a pallbearer at the funeral on one of his regularly scheduled work days, shall be granted that day off without loss of salary.



- (b) An employee shall be granted one (1) regularly scheduled work day leave without loss of **salary** or wages, to attend the funeral of an uncle, aunt, niece or nephew, including those of a common-law relationship.
- (c) Part-time employees **if Scheduled for work**, shall be granted three (3) regularly scheduled consecutive work days leave (such leave shall include the day of the funeral), without loss of **salary** or wages, in the case of the death of a parent, wife, husband, brother, **sister**, child, mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law, grandchild, step-father, step-mother, or any relative who **has** been residing in the same household **as** the employee. If the burial occurs **more** than 500 kilometres from the County of Essex, the employee **shall** be granted five (5) such working days without loss of **salary** or wages.

**19.06** The Corporation shall grant leave of absence without loss of seniority to an employee who is required by subpoena to serve **as a juror or witness** in any court. The Corporation **shall** pay such employee the difference between his normal **earnings** and the payment he receives for **jury** service or witness fees, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

## **ARTICLE 20 - PAYMENT OF WAGES**

### **20.01(a) Pay Days**

The Corporation shall pay salaries and wages every two (2) weeks. The direct deposit remittance slip for each employee shall contain itemized calculations of his wages and deductions. The salaries and wages shall be paid in accordance with the **salary** grid in Schedule "B" to this Agreement.

- (b) The Corporation agrees that employees may, through the direct deposit system, have deposits made into not more **than** two (2) different institutions and not into more than two (2) different accounts in those institutions. Employees will be entitled to make a single change during the calendar year **as to** the amount, institution or accounts in those institutions.
- (c) Employees who **are** not scheduled to work on the pay day shall be entitled to their deposit remittance slip on Thursday if available.
- (d) In the event that **an** employee has been underpaid by **more** than \$75.00 in a pay **period**, the Employer shall, within three (3) business days, supply the affected employee(s) **a** cheque for the appropriate amount.
- (e) Save and except in the event of lay-off or disciplinary measures, no employee shall receive a reduction in wages unless such reduction is in accordance with other terms of this Agreement.

**20.02(a)** **All** new employees shall be hired at the starting point of the salary grid schedule. All employees shall **progress** one (1) step up into the **salary** grid schedule **as** follows: upon completion of six (6) months service: **upon** completion of eighteen (18) months service: and upon completion of thirty (30) months of service, so that any employee shall have reached the high point of the **salary** grid schedule.

- (b) If an employee is promoted to a higher **ranking** position, such employee shall be paid the rate in the higher classification that is next above the employee's own rate and the employee shall progress through the grid scale recognizing their **date** of transfer.

**(c) Higher Rankine Pay**

Where any employee is **required to perform** duties of a higher ranking position, such employee shall **be** paid the **rate** in the higher classification, that is, next above the employee's own rate.

For the purpose of this Article, effective April 1, 1997, seniority within the higher ranking position **shall** be accrued based on hours worked in the position **and** the employee will **be** paid in accordance with Schedule "B", upon becoming the successful applicant to the job posting for the higher ranking position.

**20.03 Vacation Pav**

Upon reasonable **request**, employees shall receive on the last office pay preceding commencement of their annual vacation, any monies which may fall due during the period of their vacation.

**20.04 Longevity Pay**

In recognition of the principle that a long-service employee is of increased value to the Employer through his acquired knowledge and experience, the Employer agrees to Long Service Pay in accordance with the following table:

After five (5) years of service	\$ 70.00
After ten (10) years of service	\$130.00
After fifteen (15) years of service	\$195.00
After twenty (20) years of service	\$260.00
After twenty-five (25) years of service	\$325.00

Subject to Article 3.01, **Category 2, 3, and 4** employees **are** entitled to longevity pay on a pro-rata basis. This Long Service Pay shall **be** due on November 30<sup>th</sup> of each **year**. On severance or retirement, an employee shall be entitled to **Long** Service Pay calculated on a pro-rata basis from November 30<sup>th</sup> to the **date** of departure. In case of death, the Long Service Pay shall be paid to the employee's estate.

**ARTICLE 21 - COMPENSATION AWARD**

**21.01** Any employee prevented from performing their regular work with the Corporation on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the **Act**, shall receive a full **salary** from the Corporation, providing the employee has a sick leave bank. Any monies received by the employee from the Workers' Compensation Board shall be paid directly to the Corporation. One out of every ten days of absence shall be deducted from the employee's sick leave, otherwise the employee shall receive only those **amounts** paid by the Workers' Compensation Board. Top up will be at the employee's option even if sick **days are** available.

While on WCB disability, an employee's seniority shall continue to accumulate subject to Article 8:03. Seniority for the above provisions for Category **2, 3 and 4** employees shall be calculated on a pro-rated basis in accordance with the previous four **(4)** work schedules prior to the injury.

**21.02 W k ti Work**

The Corporation will notify the Local Union of the names of any employees represented by the Union **who are off** work **as a result of a work-related injury**.

When it is medically determined that an employee is unable to return to the full duties of his or her position because of disability, the Corporation will meet with the National Representative and a representative of the Local Union to discuss the circumstances surrounding that employee's return to suitable work.

### **21.03 Modified Work**

#### **(a) Sick Days**

An employee who works on a modified program for ~~six (6)~~ hours or more per day shall be entitled to sick leave as per Article 18.

Employees who work less than ~~six (6) hours~~ per day shall receive sick time on a pro-rated system.

#### **(b) Statutory Holidays**

An employee who works on a modified program shall maintain their pre-injury schedule, unless mutually agreed upon by the parties.

## **ARTICLE 22 - HEALTH AND SAFETY**

**22.01** The Corporation and the employees will cooperate to ensure adequate health and safety conditions for all employees in the Home.

**22.02** The Health and Safety Committee shall be composed of two (2) Employer Representatives and two (2) Union Representatives of the Bargaining Unit. Said representation may be expanded from time to time upon request, and mutual agreement of the parties. All members shall have a vote. The Health and Safety Committee shall hold meetings at least once per month, or more frequently if requested by the Union or by the Employer. Minutes shall be taken of all meetings and copies shall be sent to all members of the Committee. Following distribution of the minutes to the Committee Members, said minutes shall be posted appropriately.

### **22.03 Time off for Health and Safety Training**

With the permission of the Home Administrator, Union members of the Health and Safety Committee shall be entitled to time off from work, with no loss of seniority or earnings, to attend up to two (2) educational courses/seminars per year by government agencies or union for instruction and upgrading on Health and Safety matters.

### **22.04 Proof of Safe Substances**

No potentially hazardous substance shall be introduced into the workplace for which a product data sheet has not been obtained and a copy of such data sheet shall be provided to the Union.

### **22.05 Health and Safety Report, Records and Data**

The Employer shall provide the members of the Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the worksite in the previous month.

### **22.06 Access to Workplace**

Members of the Health and Safety Committee shall conduct an inspection of the worksite at least once per month. No restriction shall be placed on this inspection.

In the event of an accident requiring attention by a medical doctor, or an occupational health problem, a Union member of the ~~Health~~ and Safety Committee shall be allowed to complete an investigation of the occurrence.

**22.07 Proper Training**

No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instructions.

**22.08 Injury Pay Provisions**

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at his/her regular rate of pay, unless a doctor states that the employee is fit for further work on that shift.

**ARTICLE 23 - WELFARE BENEFITS**

**23.01** Every continuous full-time employee shall join the Ontario Municipal Employees Retirement System Plan (O.M.E.R.S.). Such employee must comply with requirements of the Plan from time to time. Payments are to be made equally by the Corporation and the employee to a maximum of seven (7) percent of earnings, or such percentage as required by the Plan from time to time. The Corporation shall, in addition, pay the full cost of O.M.E.R.S. Supplementary Benefit - Type 1.

Any contribution towards an annuity by the Employer will be the responsibility of the employee, but the Corporation agrees to allow the payment for such an annuity by payroll deduction.

**23.02 Hospital and Medical Insurance**

The Corporation shall contribute one hundred (100) percent of the premiums of the Ontario Hospital Services Commission Plan with Blue Cross coverage, providing semi-private hospital care for all present employees and eligible dependents.

**23.03 Group Life Insurance**

The Corporation shall pay the premium cost of a group life insurance plan of a value equal to one (1) times annual salary or a minimum of \$10,000. All new employees shall be obligated to join such group plan.

**23.04 Unemployment Insurance**

All employees shall be covered by the provisions of the Unemployment Insurance Act, and the Corporation shall contribute according to the Unemployment Insurance Commission regulations.

**23.05 Health Benefits**

The Corporation shall pay one hundred (100) percent of the premium cost of all health benefits provided. The Corporation shall provide health benefits as per Schedule "A" of this Agreement.

**23.06** The Corporation shall pay for the premium cost of Extended Disability Insurance coverage for all employees. Any monies received for such insurance coverage by an employee while such employee is receiving sick leave benefits under this Agreement shall be paid by said employee to the Corporation. If such employee is not receiving sick leave benefits, any monies received under such insurance coverage shall be retained by him.

**23.07** The Corporation, in recognition of low pension paid to those former employees now retired, agrees to pay twenty-five (25) percent of the cost of the Ontario Hospital Insurance Plan and the Mutual Drug Plan with Extended Health Care Plan.

**23.08** The Corporation will pay full benefits as referred to in Schedule "A" for those employees who are eligible to retire under O.M.E.R.S. ninety (90) point factor from the date of their retirement to age sixty-five (65).

**23.09** **Disposition of U.I.C. Rebate**

The Employer shall register its Wage Loss Replacement Plan with the Unemployment Insurance Commission for premium reduction purposes. The Union shall be notified of the premium reduction which shall be disposed of in a manner mutually agreeable to the parties.

If there is no agreement of the disposition of the premium rebate, the matter shall be submitted to arbitration in accordance with the terms of this Agreement and the relevant regulations of the Commission.

**23.10** In the event that any legislated changes are made which result in the basic health care system being supported by individually paid premiums, the Employer will pay one hundred (100) percent of such premiums for all present employees and their eligible dependents and twenty-five (25) percent of such premiums for former employees now retired.

**23.11** The Corporation will ensure that, at all times, the Insurance and Welfare Benefits coverage provided for in this and any other Article are fully in effect for all eligible employees who are qualified under the terms of the plans as they presently exist, and that all premiums necessary to continue coverage are paid. At no time will the Corporation make any changes or take any actions, including any changes in insurance carrier, which results in any decrease in insurance or benefit coverage.

**ARTICLE 24 - CLOTHING**

**24.01** The Corporation shall pay to all Category 1(a) employees a clothing allowance in the amount of \$155.00 per year.

Part-time employees in Categories 2, 3, and 4 shall be paid a clothing allowance in the amount of \$105.00 per year.

Receipts for reimbursement shall be submitted by January 1<sup>st</sup> each year. Reimbursement cheques shall be forwarded to each employee on or about January 31<sup>st</sup> each year.

New employees will be entitled to a pro-rated benefit.

**ARTICLE 25 - GENERAL CONDITIONS**

**25.01** The Corporation will provide a bulletin board for the use of employees, provided that no material will be posted on said bulletin board until first approved by the Administrator. One additional bulletin board will be placed in the staff lounge.

## **ARTICLE 26 - CONTRACTING OUT**

**26.01** No member of the Bargaining Unit, in the employ of the Corporation or as of the 31<sup>st</sup> day of December 1993, shall be laid off during the term of this Contract, as a result of the Corporation contracting out all or in part, work then being performed by such member.

### **26.02 Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) are not in the Bargaining Unit, shall not perform the duties of any jobs which are included in the Bargaining Unit, except in cases of emergencies, training of employees or other circumstances mutually agreed upon by the parties.

## **ARTICLE 27 - MATERNITY LEAVE**

**27.01(a)** An employee who becomes pregnant shall be entitled to a Maternity Leave up to six (6) months in duration. It is understood and agreed that any such employee shall retain and accumulate full seniority rights and benefits while on such leave.

It shall be the responsibility of the employee to notify the Administrator of the date she is to return to work with a certificate of physical fitness, if such certificate be required by the Administrator. The preceding clause in any way does not intend to conflict with the rules set down by the Employment Standards Act. Seniority for the above provision for Category 2, 3, and 4 employees shall be calculated on a pro-rated basis in accordance with the previous four (4) work schedules prior to the Maternity Leave.

(b) Any employee qualifying for Unemployment Insurance Commission Adoption Benefits shall be entitled to an Adoption Leave of Absence up to six (6) months in duration. It is understood and agreed that such an employee shall retain and accumulate full seniority rights and benefits while on such leave. It shall be the responsibility of the employee to notify the Administrator of the date upon which he/she is to return to work.

(c) It must be mutually agreed upon by the Department Head and/or the Administrator if any employee wishes to return to work before the end of the maternity leave period. At this time, a Doctor's Certificate must be provided to the Administrator and/or Department Head.

## **ARTICLE 28 - PRESENT CONDITIONS AND BENEFITS**

**28.01** All rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the Corporation shall continue to be enjoyed and possessed insofar as they are consistent with the Agreement, but may be modified by mutual agreement between the Corporation and the Union.

## **ARTICLE 29 - COPIES OF AGREEMENT**

**29.01** The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason the Corporation shall print the Agreement within thirty (30) days of signing and make available a copy for each employee.

## **ARTICLE 30 - GENERAL**

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

**30.02** Unless otherwise **modified** by this Collective Agreement, the Corporation and the Union agree that neither will, at any time, act or proceed in any manner **contrary** to the provisions of the Employment **Standards** Act, the **Labour** Relations Act, the Industrial **Standards** Act, the Occupational Health & Safety Act, or the Ontario Human Rights Code or any other statute **dealing** with discrimination in employment or employee **safety standards**.

**30.03** **Staff Training**

The Home shall provide time off with pay, if necessary, for any employee required by the Home to write exams in any course that **will result in** improving the employee's ability to **perform** his/her **job** with the Home.

**Also**, if upgrading **is** a condition of employment, the Employer shall pay all costs for tuition and **books** and, if necessary, provide time off with pay and without loss of seniority. Payment shall **be** made to the employee on the basis of a receipt provided and upon **proof** of satisfactory completion of required course. Payment **shall** be made within thirty (30) days.

**(a) Technological Changes**

Where the introduction of technological change or new methods of operation will displace (or result in the lay-off **of**) any employee, the Employer shall notify the Union of its intention to implement such **technological** change or new method of operation and will **discuss** its implications with the Union before putting such technological change or new method of operation in place. The Corporation will make every **effort** to re-train or to provide alternative employment for such employees.

The Union shall have input on ergonomic suitability **of** work stations.

- (b) If corrective lenses or **a** change in lens is required **as** a result of **operating** a Video Display Terminal (VDT) the Home will assume the entire costs of such lenses.
- (c) Each VDT now in service with the Sun Parlor Home and its Bargaining Unit, C.U.P.E. Local 860, shall be inspected for radiation emissions, both ionizing and non-ionizing. The results of this inspection shall **be** given to the members of the Health and Safety Committee for management and to the Union.
- (d) In the **event** an employee who regularly operated a VDT becomes pregnant, that employee **has** the option to:
  - 1. Continue to work at her regular job;
  - 2. Take **an** unpaid leave of absence without loss of seniority;
  - 3. Take another job within the Home without reduction of **salary**, provided the employee involved has the skill and competence and provided such transfer **does** not result **in** the lay-off of another employee.

**30.05** The Employer agrees to indemnify **all** employees and save them harmless from any and all **damages** or claims for damages or injuries or accidents done or caused by them during the performance of their duties, excluding willful **and** malicious damage. Legal counsel, when required, will **be** provided by the Employer.



**30.06 Personal and Sexual Harassment**

In the event of alleged incidents of sexual or personal harassment, employees who believe they have become victims of sexual or personal harassment will report the circumstances in writing, to the next uninvolved supervisor in the line of authority, giving him/her the opportunity to investigate the complaint.

The supervisor receiving the written complaint will respond promptly and with discretion, and take appropriate action.

Where the Employer fails to take appropriate disciplinary action, the complaint shall be eligible to be processed as a grievance, which may be lodged at any stage of the grievance procedure. An Arbitration Board shall have the power to impose penalties against the harasser.

**ARTICLE 31 - STRIKES AND LOCKOUTS**

**31.01** In view of the orderly procedures established by this Agreement for the settling of disputes and handling of grievances, the Union agrees that during the life of this Agreement there will be no strike, picketing, slow-down or stoppage of work, either complete or partial, and the Corporation agrees that there will be no lock-out.

**ARTICLE 32 - TERMINATION**

**32.01** This Agreement shall continue in full force and effect up to and including March 31, 1998 unless either party notifies the other in writing not less than thirty (30) days and not more than sixty (60) days prior to the expiration of this Agreement that it desires to amend this Agreement.

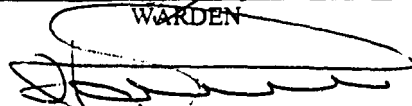
**32.02** In the event of such notification being given as to the amendment of this Agreement is not reached, the procedures as outlined by the Ontario Labour Relations Act shall apply.

**32.03** This Agreement may be extended for a specified period by mutual agreement of the parties.

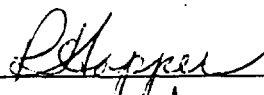
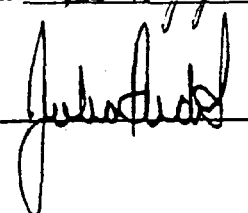
IN WITNESS WHEREOF the said Corporation has hereunto affixed its Corporate Seal duly attested by its proper officers in that behalf, and the Union has hereunto affixed its Corporate Seal by its proper officers in that behalf.

THE CORPORATION OF THE COUNTY OF ESSEX

PER   
WARDEN

  
CLERK

SUN PARLOUR HOME EMPLOYEES LOCAL 860

PER   




**LETTER OF UNDERSTANDING**

between

**CORPORATION OF THE COUNTY OF ESSEX - SUN PARLOR HOME**

and

**THE NA UNION 1 PUBLIC EMPLOYEES LOCAL 860**

**RE: Rescheduling of Vacation Entitlement**

The parties to this Agreement agree and understand that an employee may reschedule their vacation period provided the following occurs:

1. An employee due to illness or injury is not able to commence their vacation as scheduled.
2. The Employer is notified of such illness or injury no later than the employees last scheduled workday prior to the commencement of the employees scheduled vacation.
3. The employee provided a medical doctors health certificate which substantiates that the length of illness will be for a minimum of five (5) working days.

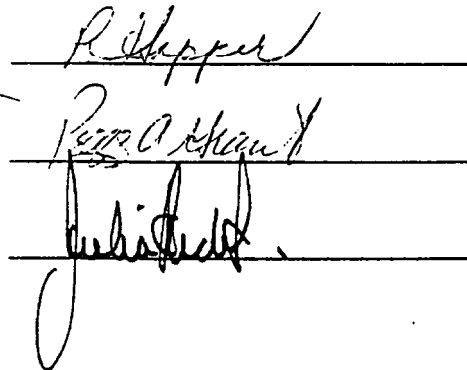
The parties agree that this agreement may be amended with mutual consent of both the Employer and the Union.

DATED this        day of **May**, 1997

FORTHEEMPLOYER:



FOR THE UNION



**LETTER OF UNDERSTANDING**

between

**THE CORPORATION OF THE COUNTY OF ESSEX**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 860**


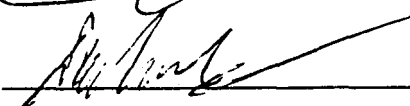
**RE: STUDENT FEEDERS**

Student Feeders may be **used** under the following conditions **as agreed** upon by the parties:

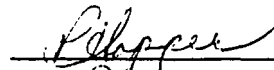
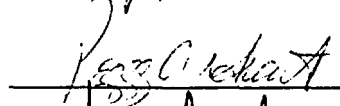
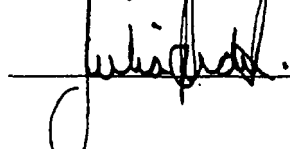
1. They shall not perform **any** Bargaining Unit work except for the feeding and preparation of residents for meals.
2. They shall not **be** scheduled to work **more than two** (2) consecutive hours.

DATED **this**            day of May, 1997

FOR THE EMPLOYER:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

between

**THE CORPORATION OF THE COUNTY OF ESSEX - SUN PARLOR HOME**

and

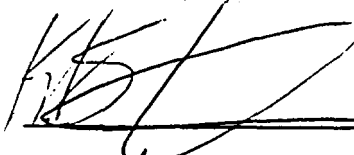
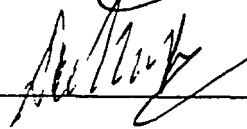
**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 860**

“Personal phone calls of an emergency nature shall be forwarded to the employee involved without question and/or hesitation”.

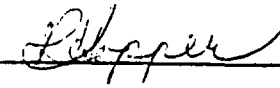
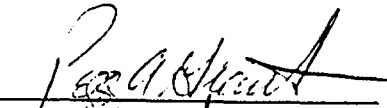
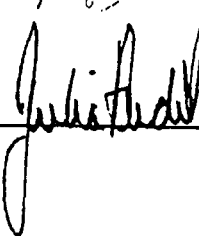
The above-mentioned request will be forwarded **to** and dealt with by the **“Labour** Management and Union Representative Committee” **as** outlined under Article 7.01 of the Collective Agreement.

DATED this            day of May, 1997

**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION:**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

SCHEDULE "A"

The Corporation of the  
County of Essex

*(Sun Parlor Home Union  
Employees-C.U.P.E. Local 860)*

*Group Policy No. 15452-B*

**GROUP  
BENEFITS**

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# Your Group Insurance Booklet

## Consultant

Alexander & Alexander Benefit Services

## Important To You

The information in **this** booklet is important to you and your family and should be kept in a safe place. We suggest that you familiarize yourself with the contents of the booklet and refer to it whenever you make a claim for group benefits.

## Your Plan Administrator

Your plan administrator can

- help you to **enrol in** the plan,
- provide you with the forms you need to claim group benefits, and
- answer **any** questions you may have about **your** group benefits.

## Personal Information

Mutual has established a confidential, group insurance **file** which contains personal information on your plan membership and claims. Only Mutual employees who are responsible for underwriting, administration and investigations, or any other person whom you have authorized, will have access to your file. **All** files are kept in Mutual's offices.

If you wish to have access to the personal information in your **file**, or to have it corrected, please send a written request to:

### QUEBEC

Group Plan Administration  
Mutual Life of Canada  
1555 Peel Street, Suite 1000  
Montreal, QC H3A 3L8

### OTHER PROVINCES AND TERRITORIES

Group Plan Administration  
Mutual Life of Canada  
227 King Street South  
Waterloo, ON N2J 4C5

It is your responsibility to ensure any information held on your behalf is accurate and up-to-date. Whenever your personal information changes, please notify your plan administrator as soon as possible.

**The statements in this booklet are only a summary of some of the provisions in the master policy. If you need further details on the provisions which apply to your group benefits, you must refer to the master policy (available from your plan administrator).**

# Summary of Insurance

**Policy Number 15452-B**

## Life Insurance and Accidental Death and Dismemberment Insurance

Class of Members	Benefit Formula	Maximum Benefit	
		Minimum	Maximum
All Employees	1x earnings	\$10,000	\$100,000

Class of Members	Benefit Formula	Maximum Monthly Benefit
All Employees	66 2/3% of earnings	\$2,500

**Basic Reductions:** CPP/QPP benefits (excluding benefits for dependent children) and Workers' Compensation benefits.

### Disability Particulars:

- during the qualifying period and the 24 month period after it, unable to do own job,
- after the 24 month period, unable to do any job.

**Qualifying Period:** 105 days

**Benefit Period:** to 65th birthday

**Termination of Insurance:** 65th birthday or retirement, if earlier

## Extended Health Insurance

Part	Benefit	Deductible		Reimbursement	Maximum
		per person	per family unit		
A	Drug: Pay Direct	\$3.00 per prescription		100%	--
B	Vision: \$100**	none	none	100%	--
C	Hospital: ward to semi-private	none	none	100%	--
D	Supp. Health Care (Includes semi-private to private hospital coverage)	\$35*	\$70*	100%	\$10,000***
E	Out-of-Province Emergency	none	none	100%	

\*The deductible applies per calendar year. The deductible applies to the eligible expenses of Part D. If two or more persons in a family unit are injured in one accident, the deductible that applies to the total eligible expenses that arise from the accident is \$35.

\*\*Maximum eligible expenses for eyeglasses/contact lenses every 24 month period.

\*\*\*The maximum amount payable applies to the eligible expenses incurred in a calendar year under Part D for the member and for each insured dependant.

Termination Age: member's 65th birthday or retirement, if earlier. If on the date of early retirement, under OMERS, a member's age plus years of service equal 90, or more, insurance will continue until the member's 65th birthday.



## Dental Insurance

Part	Benefit	Deductible per family unit	Reimbursement
A	<b>Basic</b> Services	none	100%
B	Denture Services	none	100%
C	Periodontal and Endodontic Services	none	100%
D	Prosthetic Services and Prosthodontics (Removable)	none	100%

Late Entrant Maximum: If an eligible dependant becomes insured more than **31** days after the date the member became eligible for the Dental Insurance Provision, the maximum amount payable for the combined eligible expenses of all parts incurred during the first **12** months of insurance will be limited to **\$250** for each insured dependant.

Termination of Insurance: member's 65th birthday **or** retirement, if earlier. If on the date of early retirement, under **OMERS**, a member's age **plus** years of service equal **90**, or more, insurance will continue until the member's 65th birthday.

Dental Fee Guide: The applicable fee guide is the **one** in force **on the** day when and in the province where the expense **is** incurred.

# General Information

## Eligibility

You are eligible, and continue to be eligible, to be a member while you meet all of the following conditions:

1. You are actively working for The Corporation of the County of Essex.
2. You regularly work for The Corporation of the County of Essex at least 30 hours each week.
3. You have been continuously employed by The Corporation of the County of Essex at least as long as the waiting period.
4. You are a resident of Canada.

Participation is compulsory.

Waiting Period - 3 months

You are eligible, and continue to be eligible, for dependant insurance while you meet all of the following conditions:

1. You are a member.
2. You have at least one dependant.
3. Your dependants are residents of Canada.

## Definitions

### Dependant

means your spouse or a dependent child of you or your spouse. If Mutual does not approve evidence of insurability required for a dependant, he will not be an insured dependant.

### Dependent child

means an unmarried natural, adopted, or step child who is entirely dependent on you for maintenance and support and who is

1. under 21 years of age,
2. under 25 years of age and attending a college or university full-time, or
3. physically or mentally incapable of self-support and became incapable to that extent while entirely dependent on you for maintenance and support and while eligible under 1) or 2) above.

### Spouse

means the person who is married to you, except that a person of the opposite sex who is living with **you** and is publicly represented as your wife or husband will be considered to be your spouse.

## Enrolment

To enrol, **you must** submit a completed enrolment card. If you have a dependant, request dependant insurance when you enrol.

**If** there are fewer than **10** members when you enrol, you must submit evidence of insurability to Mutual.

If you request dependant insurance more than **31** days after you become eligible, you must submit evidence of insurability for each dependant to Mutual.

If you have no dependant when you enrol and later acquire one, request dependant insurance, (**eg. birth** of first child, marriage).

**If** your new dependant is a common-law **spouse**, see your Plan Administrator to find out how to enrol for dependant insurance.

Evidence of insurability submitted to Mutual is at your expense.

## **Effective Date**

Your insurance is effective on the date you become eligible.

Your dependant insurance is effective on the latest **of**

- the date that you become eligible for dependant insurance,
- the date that you request dependant insurance, **or**
- the date that Mutual determines the insurability of all of your dependants and approves at least one dependant.

If you are absent from work on the date your insurance or your dependant insurance would be effective, then that insurance will not be effective until the date you return to active work

## **Comparable Coverage**

**if you are** insured for comparable coverage under your spouse's plan, you may decline the Extended Health/Dental coverage offered under this plan. If this comparable coverage stops you will be insured for the similar coverage provided by this plan.

If your dependant is insured for comparable coverage under another plan, you may decline the dependant coverage for the Extended Health/Dental coverage offered under this plan. **If** this comparable coverage stops, you may request the similar coverage offered under this plan.

The insurance that replaces the comparable coverage is effective on the date that the comparable coverage stops.

If you request the dependant coverage more than **31** days after the comparable coverage stops, you must submit evidence of insurability for each dependant to Mutual. The insurance that replaces the comparable coverage **is** effective on the date that Mutual approves the evidence of insurability. **If** Mutual does not approve evidence of insurability required, the insurance will not be effective.

## Termination of Insurance

Your insurance could terminate for a number of reasons. For example,

- you are no longer eligible, (i.e. you are no longer actively working),
- you reach the Termination Age,
- the provision or the policy terminates.

Your wallet certificate must be returned to your plan administrator.

# Member Life Insurance Provision

## Benefit

**The amount of benefit will be paid** to your beneficiary **upon your death**, **If no beneficiary has been appointed or** if the beneficiary has predeceased you, payment will be made **to your estate**.

If you become totally disabled before age **65**, your **Life Insurance** may be continued. Premiums **for the continued insurance** will be waived **after you have** been totally disabled **from** the same or related causes **for six continuous months or**, if you are also insured for group Long Term Disability Insurance with Mutual, when you begin receiving group Long Term Disability payments.

## Claims

**A death claim must** be received by Mutual within **6** years of the date of death. **The claimant must** submit proof of the claim and the right to receive the benefit **to Mutual**.

If you become totally disabled and are also insured for group Long Term Disability Insurance with Mutual, you must submit **a disability claim** along with your claim under the group Long Term Disability Insurance to Mutual.

If you become totally disabled and are not insured for group Long Term Disability Insurance with Mutual, you must submit **a disability claim** to Mutual after you have been totally disabled continuously between **6** and **12** months.

There is a time limit for proceedings against Mutual for payment of a claim. Proceedings must be started within **1** year of Mutual's receipt of the proof of **claim**.

## At Termination

If your Life Insurance terminates because you are no longer eligible, and this provision continues in force, you may convert it to an individual policy on your life up to the lesser of

- the amount of the insurance terminated,
- the maximum amount of insurance for which you have been insured under this provision **less** the total amount of individual insurance still in force on your life which was previously obtained through the Conversion Privilege of this provision, or
- **\$200,000**.

If your insurance terminates while this provision continues in force and you **die** within **31** days after termination of insurance, the amount of insurance which you **could** have converted to an individual policy on your life through the Conversion Privilege of this provision will be paid **to your beneficiary**.

If your Life Insurance terminates because this provision terminates, and **you** have been continuously insured under this provision for the **five** year period

before the termination of this provision, you may convert it to an individual policy on your life up to the **lesser** of

- the amount of the insurance terminated less the amount of insurance in force under a new group policy that replaces this policy, or
- **3** times the Year's Maximum Pensionable Earnings as established under the Canada Pension Plan in the year that this provision terminated.

If you convert your Life Insurance, you must apply and pay the premium to Mutual within **31** days after termination of insurance.

If you have any questions about this conversion privilege, please contact your plan administrator or the nearest Mutual of Canada office.

# Member Accidental Death and Dismemberment Insurance Provision

## Benefit

The amount of death benefit will be paid to your beneficiary upon your death. If no beneficiary has been appointed or, if the beneficiary has predeceased you, we will pay your estate. The amount of dismemberment benefit will be paid to you.

If a claim is submitted for Repatriation, we will pay your estate. If a claim is submitted for Occupational Training for Spouse, we will pay your spouse. If a claim is submitted for Education Benefit for Dependant Child, we will pay your dependent child.

Depending on the loss suffered by you, the amount of benefit is limited to the percentage shown in the Schedule of Losses.

## Schedule of Losses

Loss of Life	100%
Hemiplegia	200%
Paraplegia	200%
Quadriplegia	200%
Loss of Both Hands, Both Feet or Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Sight of One Eye	100%
Loss of One Foot and Sight of One Eye	100%
Loss of Speech and Hearing	100%
Loss of Use of Both Hands or <b>Both</b> Feet	100%
Loss of Use of One Hand and One Foot	100%
Loss of One Arm or One Leg	75%
Loss of Use of One Arm or One Leg	75%
Loss of One Hand, One Foot or Sight of One Eye	67%
Loss of Use of One Hand or One Foot	67%
Loss of Speech or Hearing	50%
Loss of Hearing in One Ear	50%
<b>Loss of Thumb</b> and Index Finger of One Hand	33%
Loss of Four Fingers of One Hand	33%
Loss of <b>All</b> Toes of One <b>Foot</b>	25%

If you suffer more than one of the losses listed above as a result of one accident, Mutual will pay the amount of benefit for only one loss. That loss will be the highest of the losses suffered by you.

When proof is received by Mutual that you have suffered any of the losses due directly to bodily injury caused solely by an accident, the amount of benefit will be paid, provided all of the following conditions are met:

- The accident must occur while you are insured under this provision.
- The loss must occur within 365 days of the date of the accident.

If you become totally disabled, your Accidental Death and Dismemberment Insurance may be continued without payment of premiums as long as your Member Life Insurance premiums are waived.

## **Repatriation**

If you suffer loss of life, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, for the preparation and transportation of your body from the place of the accident to your place of permanent residence.

The accidental death must occur at a distance of 150 kilometres or more from your place of permanent residence.

## **Rehabilitation**

If you suffer any of the losses, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, to train you for active employment in an occupation for which you would not have engaged except for those injuries.

The expenses must be incurred within 2 years of the date of the accident.

No payment will be made for room or board or other ordinary living, travelling, or clothing expenses.

## **Occupational Training for Spouse**

If you suffer loss of life, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, to enrol your spouse in an accredited occupational training program to qualify him for active employment in an occupation for which he would not otherwise have sufficient qualifications.

The expenses must be incurred within 3 years of the date of the accident.

No payment will be made for room or board or other ordinary living, travelling, or clothing expenses.

## **Education Benefit for Dependent Child**

If you suffer loss of life, we will pay the reasonable and customary tuition expenses to enrol your dependent child as a full-time student at a post-secondary institution provided

1. your dependent child is enrolled as a full-time student at a post-secondary institution at the time of the accident, or
2. your dependent child is a student at the secondary school level and, within 365 days of the date of the accident, he enrolls as a full-time student at a post-secondary institution.



The maximum amount of benefit payable for each year that your dependent child is enrolled as a full-time student at a post-secondary institution will be the lesser of:

1. 5% of your amount of benefit, or
2. \$5,000.

The amount of benefit will be paid each year, up to 4 consecutive years, after we receive proof that your dependent child is enrolled as a full-time student at a post-secondary institution.

No payment will be made for:

1. tuition expenses incurred before the date of the accident.
2. room or board or other ordinary living, travelling, or clothing expenses.

A post-secondary institution includes any accredited university, colleges d'enseignement general et professionnel, trade school, community college, or private college that provides an education above the secondary school level.

## Claims

A death claim must be received by Mutual within 6 years of the date of death. A claim for a loss must be received by Mutual within 3 months of the date of the loss. All other claims must be received by Mutual within 3 months of the date that the expense is incurred. The claimant must submit proof of claim and the right to receive the benefit to Mutual.

There is a time limit for proceedings against Mutual for payment of a claim. Proceedings must be started within 1 year of Mutual's receipt of the proof of claim.

## Exclusions

No benefit is payable for a loss directly or indirectly due to

1. suicide, while sane or insane,
2. self-inflicted injuries, while sane or insane,
3. disease,
4. civil disorder or war, whether or not war was declared,
5. full-time service in the armed forces of any country,
6. injuries received while riding in, or on, or boarding or alighting from an aircraft if, when the injuries were received,
  - a. you were operating, learning to operate or serving as a member of a crew of any aircraft, or
  - b. the aircraft was being used for crop dusting, crop spraying, seeding, sky-writing, racing, testing, exploration or any other purpose except transportation.

# Long Term Disability Insurance Provision

## Benefit

The amount of monthly disability benefit will be paid to you when proof is received by Mutual that you are absent from active work because you are totally disabled and that you have been totally disabled from the same or related causes for the qualifying period.

Benefits are payable from the later of

- one month after the end of the qualifying period, or
- one month after the date you are no longer entitled to receive regular earnings or benefits under a salary continuance plan or short term disability income plan.

If you are receiving disability income or retirement income from other sources, the monthly disability benefit will be reduced so that the total amount of disability and retirement income receivable by you from all sources does not exceed 90% of your monthly rate of earned income in force on the date you became totally disabled.

If the benefit is not subject to income tax, the monthly rate of earned income, for the purposes of this section, is reduced by income tax deductions.

If you become totally disabled, your Long Term Disability Insurance may be continued without payment of premiums while you are eligible to receive Long Term Disability benefit payments.

## Claims

A claim must be received by Mutual within 3 months after the end of the qualifying period. The qualifying period begins on the date you become totally disabled. Proof of continuing disability may be required each year.

- There is a time limit for proceedings against Mutual for payment of a claim.
- Proceedings must be started within 1 year of Mutual's receipt of the proof of claim.

## At Termination

If this Long Term Disability provision terminates while you are totally disabled, you will continue to be eligible for this benefit as if it were still in force,

## Exclusions and Limitations

No benefit is payable for a disability due to

- intentionally self-inflicted injuries,
- civil disorder or war, whether or not war was declared.

**You** are not considered totally disabled unless you are under the active and continuous care **of** a physician **and** are following the treatment prescribed **by** the physician for that disability.

You are not considered totally disabled due to the **use** of drugs or alcohol unless you **are** being actively supervised by and receiving continuous treatment **for** that disability **from a** rehabilitation centre or an institution provincially designated **for** that treatment.

# Extended Health Insurance Provision

## Benefit

You will be reimbursed when you submit proof to Mutual that you or your insured dependant has incurred any of the eligible expenses for medically necessary services required for the treatment of disease or bodily injury. To determine the amount payable, the total amount of eligible expenses you claim will be adjusted as follows:

1. the maximums described throughout the extended health benefit provisions are applied,
2. then the deductible, which must be satisfied each year, is subtracted, and
3. the reimbursement percentage is applied.

If you or your insured dependant are insured under another policy and the other policy does not contain a co-ordination of benefits clause, payment under the other policy must be made first.

If the other policy does contain a co-ordination of benefits clause, priority of payment will be attributed in the following order:

### Member

1. The plan where the person is covered as a member,
2. If a person is covered under two plans, priority goes to
  - the plan where the member is a full-time employee,
  - the plan where the member is a part-time employee,
  - the plan where the member is a retiree.

### Spouse

3. The plan where the person is covered as a spouse.

### Dependent Child

4. The plan of the **parent** with the earlier birthdate (month/day) in the calendar year.
5. The plan of the parent whose first name begins with the earlier letter in the alphabet, if the parents have the same birthdate.
6. In situations where parents are separated/divorced, then the following order applies,
  - the plan of the parent with custody of the dependent child,
  - the plan of the spouse of the parent with custody of the dependent child,
  - the plan of the parent not having custody of the dependent child,
  - the plan of the spouse of the parent not having custody of the dependent child.

If a dental accident occurs, health plans with dental accident coverage will pay benefits before dental plans.

If priority cannot be established in the above manner, the benefits will be prorated in proportion to the amount that would have been paid under each policy had there been coverage by only that policy.

Following payment under another policy, the amount of benefit payable under this policy will not exceed the total amount of eligible expenses incurred less the amount paid by the other policy.

## Claims

A claim must be received by Mutual within 18 months of the date that the expense is incurred. For the assessment of a claim, itemized bills, attending physician statements or other necessary information are required.

If your physician is recommending medical treatment that is expected to cost more than \$1,000, you should request pre-authorization to ensure that the expenses are covered.

There is a time limit for proceedings against Mutual for payment of a claim. Proceedings must be started within 1 year of Mutual's receipt of the proof of claim.

## At Termination

If, on the date of termination of your insurance,

- you have a medically determinable physical or mental impairment due to injury or disease which prevents you from performing the regular duties of the occupation in which you participated just before the impairment started, regardless of the availability of work for you, or
- your insured dependant has a medically determinable physical or mental impairment due to injury or disease, is receiving treatment from a physician and is confined to a hospital or his/her home,

benefits will be payable for eligible expenses related to the impairment provided they are incurred within 90 days of the date of termination and this provision continues in force.

## Exclusions

No benefit is payable for

- expenses for which benefits are payable under a Workers' Compensation Act or a similar statute,
- expenses incurred due to intentionally self-inflicted injuries,
- expenses incurred due to civil disorder or war, whether or not war was declared,
- expenses for services and products, rendered or prescribed by a person who is ordinarily a resident in the patient's home or who is related to the patient by blood or marriage,
- expenses for which benefits are payable under a government plan,
- expenses for benefits which are legally prohibited by the government from coverage,
- out-of-province expenses for elective (non-emergency) medical treatment or surgery.

# Extended Health - Pay Direct Drug Benefit

## Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense, provided they are prescribed by a physician or dentist and dispensed by a registered pharmacist. The items of eligible expenses have been determined as of May 1, 1995. After that date, drugs and drug products will be monitored and the items of expense within the following categories will be adjusted as approved by Mutual. The maximum amount payable for an eligible expense will be limited to the lowest priced item in the appropriate generic category, unless the physician or dentist has indicated no substitution on the prescription form:

1. drugs which legally require a prescription and are identified in the Monographs section of the current Compendium of Pharmaceuticals and Specialties as a narcotic, controlled drug, or requiring a prescription.
2. life-sustaining drugs which may not legally require a prescription and are identified in the Therapeutic Guide section of the current Compendium of Pharmaceuticals and Specialties under the following headings:
  - anti-anginal agents
  - antiparkinsonism agents
  - bronchodilators
  - antihyperlipidemic agents
  - hyperthyroidism therapy
  - parasympathomimetic agents
  - tuberculosis therapy
  - anticholinergic preparations
  - anti-arrhythmic agents
  - glaucoma therapy
  - insulin preparations
  - oral fibrinolytic agents
  - potassium replacement therapy
  - topical enzymatic debriding agents
3. injectible drugs.
4. compounded prescriptions, regardless of their active ingredients.
5. needles, syringes, and chemical diagnostic aids for the treatment of diabetes.

## Limitations and Exclusions

No benefit is payable for

1. the portion of expenses for which reimbursement is provided by a government plan,
2. expenses for drugs which, in Mutual's opinion, are experimental,
3. expenses for dietary supplements, vitamins and infant foods,
4. expenses for contraceptives (other than oral),
5. expenses for smoking cessation aids,
6. expenses for drugs if they are used for the treatment of infertility.

To claim for expenses for vaccines and preventive inoculations you must submit the receipts directly to us.

# Extended Health - Vision Benefit

## Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items **of expense**:

1. eye examinations by an optometrist limited to one examination in a 24 month period (**12** month period for an insured dependant under age 18).
2. eyeglasses and contact lenses and repairs **to** them that are necessary for the correction **of** vision and are prescribed by an ophthalmologist or optometrist, limited to the maximum specified in the Summary of Insurance less the amount paid during the previous 24 months for you and each insured dependant.
3. eyeglasses and contact lenses certified by an ophthalmologist as necessary due to a surgical procedure or the treatment of keratoconus, limited to \$200 for the non-surgical treatment of keratoconus for the lifetime of the member and each insured dependant and \$200 for each surgical procedure.

# Extended Health - Hospital Benefit

## Eligible Expenses

Eligible expenses mean reasonable and customary charges *for semi-private accommodation in a hospital, limited to the difference between the charges for public ward and semi-private accommodation for each day of hospitalization.*



# Extended Health - Supplementary Health Care Benefit

## Eligible Expenses - Miscellaneous

Eligible expenses also mean reasonable and customary charges for the following items of expense, provided they are prescribed by a physician:

1. services of a registered nurse (R.N.) provided in the patient's home limited to \$25,000 in a calendar year.
2. services of a physiotherapist.
3. services of a massage therapist limited to 20 treatments in a calendar year.
4. services of a speech language pathologist limited to \$250 in a calendar year.
5. services of a psychologist limited to \$250 in a calendar year.
6. rental, or purchase at Mutual's option, of wheel chair, hospital bed, walker and other durable equipment approved by Mutual and required for temporary therapeutic use.
7. trusses, crutches and braces.
8. artificial limbs or other prosthetic appliances,
9. oxygen.
10. diagnostic laboratory and x-ray examinations.
11. licensed ground ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation,
12. emergency air ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation, and, if the patient requires the services of a registered nurse during the flight, the services and return air fare for a registered nurse.
13. hearing aids and repairs to them, excluding batteries, limited to \$500 during the 5 year period ending on the date an eligible expense is incurred.
14. the following hospital and medical services which are not offered in the province of residence and are performed following written referral by the attending physician in the patient's province of residence.
  - a. public ward accommodation and auxiliary hospital services in a general hospital limited to, after deducting the amount payable by a government plan, \$75 a day for 60 days in a calendar year.
  - b. services of a physician limited to, after deducting the amount payable by a government plan, the level of physicians' charges in the patient's province of residence.

Items of expense incurred outside Canada are eligible only if they are not offered in any province in Canada.

Eligible expenses also mean reasonable and customary charges for the following items of expense:

1. services of a dental surgeon, including dental prosthesis, required for the treatment of a fractured jaw or for the treatment of accidental injuries to natural teeth if the fracture or injury was caused by external, violent and accidental means, provided the services are performed within 12 months

- of the accident but excluding services required in conjunction with such fracture or injury due to a condition that existed before the accident.
2. services of a chiropractor, provided no portion of a charge **for** these **ser-**vices is payable under a government plan, and one x-ray examination, limited to **\$250** in a calendar year.
  3. services of an osteopath, provided no portion of a charge for these ser-vices is payable under a government plan, and one x-ray examination, limited to **\$250** in a calendar year.
  4. services of a naturopath, provided **no** portion of a charge for these ser-vices is payable under a government plan, limited to **\$250** in a calendar **year**.
  5. services of a podiatrist, provided no portion of a charge for these services is payable under a government plan, and one x-ray examination, limited to **\$250** in a calendar year.
  6. orthopaedic shoes which are part of a brace or are specially constructed for the patient, including modifications to these, provided that the shoes or modifications are prescribed by a physician or podiatrist, limited to **\$150 in** a calendar year.
  7. hospital room and board charges up to the difference between the charges **for** semi-private and private **accomodation** for each day of hospitalization.
  8. private hospital care in a convalescent hospital approved by the appropriate provincial body, up to **\$10** a day, limited to a **\$1,000** lifetime maximum.

# Extended Health - Out-of-Province Emergency Benefit

To be insured for this benefit, you and your insured dependant must have provincial health care coverage. Expenses for hospital/medical services are eligible if

1. they are incurred as a result of emergency treatment of a disease or injury which occurs outside your home province,
2. they are medically necessary, and
3. they are incurred due to an emergency which occurs during the first 60 days of travelling on vacation or business outside your home province. Your 60 days of coverage starts on the day you or your insured dependant departs from your home province.

## Definitions

### Emergency

means a sudden, unexpected occurrence (disease or injury) that requires immediate medical attention. This includes treatment (non-elective) for immediate relief of severe pain, suffering or disease which cannot be delayed until you or your insured dependant returns to your province of residence.

## Eligible Expenses for Hospital/Medical Services

Eligible expenses mean reasonable and customary charges for the following items of expense, less the amount payable by a government plan:

1. public ward accommodation and auxiliary hospital services in a general hospital,
2. services of a physician,
3. economy air fare for the patient's return to his province of residence for medical treatment,
4. licensed ground ambulance service to the nearest hospital equipped to provide the required treatment, or to Canada, when the patient's physical condition prevents the use of another means of transportation,
5. emergency air ambulance service to the nearest hospital equipped to provide the required treatment, or to Canada, when the patient's physical condition prevents the use of another means of transportation, and if the patient requires a registered nurse during the flight, the services and return air fare for the registered nurse.

The maximum lifetime amount payable for the above Eligible Expenses is \$1,000,000 for you and for each insured dependant.

Expenses that are included as Eligible Expenses under Drug, Vision, Hospital or Supplementary Health Care benefits are also eligible while you or your insured dependant is travelling outside Canada. These expenses are subject to the deductibles and reimbursement percentages listed under the appropriate benefit in the Summary of Insurance.

## Exclusions and Limitations

No benefit is payable for

1. expenses incurred **by you or your** insured dependant due to an emergency which occurs more than **60** days after departure from your province of residence,
2. expenses for the regular treatment of **an** injury or disease which existed before your departure or your insured dependant's departure from your province of residence,
3. expenses incurred on a non-emergency **or** referral basis,
4. expenses incurred under any of the conditions listed as an Exclusion in the Extended **Health** Insurance Provision.

If you are covered as a retiree, you **must** return to your province of residence for at least **30** consecutive days before you become eligible for another **60** days of coverage.

# Dental Insurance Provision

## Benefit

You will be reimbursed when you submit proof to Mutual that you or your insured dependant has incurred any of the eligible expenses for necessary dental services performed by a dentist. To determine the amount payable, the total eligible expenses claimed are adjusted as follows:

1. the deductible, which must be satisfied each year, is subtracted,
2. the reimbursement percentage is applied, and
3. the maximums specified in the Summary of Insurance are applied.

If you or your insured dependant are insured under another policy and the other policy does not contain a co-ordination of benefits clause, payment under the other policy must be made first.

If the other policy does contain a co-ordination of benefits clause, priority of payment will be attributed in the following order:

### Member

1. The plan where the person is covered as a member,
2. If a person is covered under two plans, priority goes to
  - the plan where the member is a full-time employee,
  - the plan where the member is a part-time employee,
  - the plan where the member is a retiree.

### Spouse

3. The plan where the person is covered as a spouse.

### Dependent Child

4. The plan of the parent with the earlier birthdate (month/day) in the calendar year.
5. The plan of the parent whose first name begins *with* the earlier letter in the alphabet, if the parents have the same birthdate.
6. In situations where parents are separated/divorced, then the following order applies,
  - the plan of the parent with custody of the dependent child,
  - the plan of the spouse of the parent with custody of the dependent child,
  - the plan of the parent not having custody of the dependent child,
  - the plan of the spouse of the parent not having custody of the dependent child.

If a dental accident occurs, health plans with dental accident coverage will pay benefits before dental plans.

If priority cannot be established in the above manner, the benefits will be prorated in proportion to the amount that would have been paid under each policy had there been coverage by only that policy.

Following payment under another policy, the amount of benefit payable under **this** policy will not exceed the total amount of eligible expenses incurred **less** the amount paid by the other policy.

If you or **your** insured dependant incurs expenses for the services of a dentist for the treatment of accidental injuries to teeth, payment for these expenses must be made under an extended health insurance policy that includes these expenses as eligible expenses, before payment will be made under this provision.

## Claims

**A claim must be received by Mutual within 18 months of the date the expense is incurred.** For the assessment of a claim, itemized bills, commercial laboratory receipts, reports, records, pre-treatment x-rays, study models or other necessary information are required.

If your dentist has recommended dental treatment that **is** expected to cost more than **\$500**, **you** must have your dentist prepare a pre-treatment plan.

There **is** a time limit for proceedings against Mutual for payment of a claim. Proceedings must be started within 1 year of Mutual's receipt of the proof of claim.

## Exclusions and Limitations

No benefit **is** payable for

- expenses for which benefits are payable under a Workers' Compensation Act or a similar statute,
- expenses incurred due to intentionally self-inflicted injuries,
- expenses incurred due to **civil disorder or war**, whether or not war was declared,
- expenses for which benefits are payable under a government plan.

Anaesthesia and laboratory procedure charges must be completed in conjunction with other services and the amount payable will **be** limited to the reimbursement percentage of the services they **are** being performed in conjunction with.

# Dental Insurance Provision - Basic Services

## Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

a. diagnostic services:

- complete oral examination (once every three years),
- recall examination (once every 9 months),
- limited periodontal examination (once every 6 months),
- emergency examination,
- specific oral area examination,
- treatment planning,
- radiographic interpretation - complete full mouth series of radiographs, but not more than once in a 36 month period,
- bitewing radiographs (once every 6 months),
- periapical radiographs,
- cephalometric radiographs,
- occlusal radiographs,
- extra oral films,
- sinus examination,
- sialography,
- use of radiopaque dyes to demonstrate lesions,
- temporomandibular joint films,
- panoramic film but not more than once in a 36 month period,
- tracing of radiograph,
- interpretation of radiographs from another source,
- tomography,
- hand and wrist,
- tests and laboratory examinations

b. preventive services:

- prophylaxis and topical fluoride (once every 9 months),
- oral hygiene instruction (once every 9 months),
- occlusal equilibration,
- space maintainers

c. basic restorations:

- silver amalgam,
- silicate restorations,
- acrylic or composite resin restorations,
- retentive pins,
- preformed stainless steel crowns,
- preformed polycarbonate crowns,
- pin-reinforced amalgam and composite corepost
- removal of carious lesion and dressing

d. oral surgery:

- removal of erupted tooth - uncomplicated single tooth,
- each additional tooth in same quadrant,
- surgical removals,
- removal of residual roots

e. adjunctive general services:

- anaesthesia,
- consultation,
- professional visits,

f. in office laboratory procedures:

## **Exclusion**

No benefit is payable for expenses for periodontal scaling and treatment.



# Dental Insurance Provision - Denture Services

## Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense •

a. denture services:

- denture repairs,
- **rebasing** and relining (at least **6** months after installation of an initial or replacement denture but not more than once in any **36** month period),
- remake partial dentures,

...

## Exclusions

No benefit is payable for expenses for periodontal scaling and treatment.

# Dental - Periodontal and Endodontic Services

## Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

a. periodontal services:

- non surgical services,
- surgical services,
- adjunctive periodontal services

b. endodontic services:

- pulpotomy,
- root canal therapy,
- **apexification,**
- periapical services,
- root amputation,
- preparation of tooth for treatment,
- hemisection,
- bleaching,
- intentional removal, apical filling and reimplantation,
- emergency procedures

c. surgical services:

- removal of residual roots,
- **alveoplasty,**
- gingivoplasty and/or stomatoplasty,
- osteoplasty,
- surgical excision,
- surgical incision,
- fractures,
- **frenectomy,**
- miscellaneous

SCHEDULE "B"

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HOURLY WAGE RATES APRIL 1, 1996				
CLASSIFICATION	MIDLOW START	MID 6 MONTHS	MIDHIGH 18 MONTHS	HIGH 30 MONTHS
NURSING ATTENDANT	\$13.25	\$13.82	\$14.37	\$14.95
ELDERLY SERVICE WORKER	\$14.29	\$14.90	\$15.54	\$16.16
CERTIFIED H.C.A.	\$13.94	\$14.50	\$15.08	\$15.67
R.N.A. PHARMACY	\$14.83	\$15.44	\$16.04	\$16.63
ACTIVATOR • THERAPEUTIC	\$14.27	\$14.90	\$15.51	\$16.16
ACTIVATOR • CR/GR	\$13.35	\$13.90	\$14.47	\$15.04
VOLUNTEER COORDINATOR	\$13.35	\$13.90	\$14.47	\$15.04
CHARGE-LDY/HOUSEKEEPING	\$13.06	\$13.56	\$14.07	\$14.60
LAUNDRY • WASH/SM	\$12.50	\$13.00	\$13.51	\$14.04
HSKP/LDRY/DTRY • AIDES	\$12.50	\$13.00	\$13.49	\$14.02
COOK	\$14.87	\$15.45	\$16.04	\$16.63
ASSISTANT COOK	\$13.33	\$13.90	\$14.48	\$15.05
KITCHEN ASSISTANT-AFTERNOON	\$13.33	\$13.90	\$14.48	\$15.05
MAINTENANCE	\$13.96	\$14.60	\$15.21	\$15.82
MAINTENANCE "A"	\$14.53	\$15.18	\$15.82	\$16.48
MAINTENANCE LEAD HAND	\$15.84	\$16.15	\$16.81	\$17.48
STOCK RECEIVER	\$14.29	\$14.90	\$15.54	\$16.16
ASSISTANT STOCK RECEIVER	\$13.32	\$13.90	\$14.47	\$15.05
YARD CLERK	\$12.71	\$13.40	\$14.27	\$15.05
CLERK/BOOKKEEPER	\$13.87	\$14.34	\$15.32	\$16.16
RECEPTIONIST	\$12.59	\$12.84	\$13.45	\$13.93

Shift Premium/Weekend Premium: Effective April 1, 1996, a shift premium of \$0.50 per hour for each hour worked on the evening and night shifts. Monday to Friday inclusive, and for all hours worked on Saturday and Sunday.

## SCHEDULE "C"

The provisions contained in the Schedule with respect to the referenced Article shall in regard to the employees at the Community Support Home, take precedence over the provisions of the main Collective Agreement. It is agreed, that when applied to the Community Support Home, all references in the Collective Agreement to Department Head shall be interpreted to mean the Community Support Home Supervisor.

### **ARTICLE 3 RELATIONSHIP**

**3.01** All employees in the Bargaining Unit employed at the Community Support Home shall fall into one of the following categories rather than those set out in Article 3.01 in the body of the Collective Agreement:

Category 1 shall consist of those persons employed on a regularly scheduled shift consisting of 160 hours (4 weeks) and daily shift of eight hours. Shifts shall be assigned on the basis of a 24 hour day and on a rotating basis. Such employees shall be entitled to all benefits and conditions in the Collective Agreement.

Category 2 shall consist of those employees hired for the following purpose or transferred from Category 3 for said purposes:

replacing regular employees on extended absences due to major illness, injury, maternity or other approved leaves of absence for extended periods not to exceed six months except in the case of pregnancy, adoption or parental leaves or mutual agreement of the Union and the Employer.

Category 3 shall consist of those persons not scheduled as set forth in Category 1, but who are employed for one of the following purposes:

- a) to enable the efficient operation of the shift schedules posted from time to time providing days off for Category 1 employees;
- b) to replace those employees in Category 1 that are unable to work their regular shift as scheduled for any reason whatsoever;
- c) to provide additional staffing for limited term special projects and/or special occasions.

Due to the operational differences of the Community Support Homes, Category 3 employees while regularly scheduled to work 15 working days or less per month may exceed said 15 working days in a schedule for up to two consecutive schedules to cover for short-term absences due to illness, injury or vacation relief.

No Category 3 employee shall be scheduled in excess of 15 working days per schedule for more than two consecutive schedules without the concurrence of the Union.

Category 2 and 3 employees, upon becoming Category 1 employees without a break in service, shall acquire seniority in Category 1 on the basis of 1,852 hours worked in Category 2 or 3 equalling one year of seniority.

Category 2 and 3 employees shall be entitled to the same benefits available to part-time employees at the Sun Parlor Home, Leamington.

#### **ARTICLE 5 - NEW EMPLOYEES**

5.02 On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or Representative at the first appropriate opportunity.

#### **ARTICLE 8 - SENIORITY**

8.01 The Corporation shall maintain a separate seniority list showing the date upon which each full-time employee's service at the Community Support Home commenced. In addition, the Corporation shall maintain a separate part-time employee's seniority list for Category 3 employees, including those temporarily assigned to Category 2.

Up-to-date seniority lists shall be posted in the Community Support Home and sent to the Union in January of each year. It is recognized by the parties that 1,852 hours worked equal one year's seniority for part-time employees.

#### **ARTICLE 9 - LAYOFF AND RECALL**

The application of this Article to employees of the Community Support Home is limited by the separate seniority system noted with respect to Article 8 - Seniority, and all provisions shall be applied *on that basis*.

## ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

The application of this Article to employees of the Community Support Home is limited by the separate seniority system noted with respect to Article 8 - Seniority, and all provisions shall be applied on that basis.

All other provisions of Article 10 in the main Agreement will apply with the following exception:

- 10.01 (a) When a vacancy occurs in a full-time position within the Community Support Home, the Employer shall notify the Union in writing and allow a period of six working days during which any part-time employee at the Community Support Home may make application for the full-time position. Once these six days have elapsed, the position will be publicly advertised.

If the Employer is aware of an upcoming vacancy or new position, and if practicable to do so, the Employer shall post such position not later than 30 days prior to the date when the position will be opened.

The application will be submitted in writing to the Supervisor of the Community Support Home.

## ARTICLE 14 - HOURS OF WORK

### 14.01 Working Schedule

It is understood and agreed that, as the Community Support Home is operated 24 hours per day and seven days per week, on eight hour shifts on a rotating basis, it is necessary that the employees work according to a shift schedule. The Corporation agrees that such shift schedules shall be prepared and posted at least one week prior to such schedule becoming effective.

### 14.02 Minimum Hours

At no other time than on an employee's scheduled shift change, or in the case of an emergency, shall he/she be required to work more than one 8 hour shift in a 24 hour period.

### 14.03 Break Period

All employees shall be permitted two 15 minute rest periods per shift.

- 14.04 (a) This Article does not apply to the Community Support Home employees.

14.04 (b) This Article does not apply to the Community Support Home employees.

**14.07 (c) Call In for Part-time Staff**

Part-time employees shall be called to replace employees on a scheduled shift when required, on the **basis** of seniority, provided that this **does** not result in premium payment to the employee.

**14.07 (d)** This Article does not apply to the Community Support Home employees.

**14.08** The Corporation shall provide a minimum of one weekend in every three weekends *off* for each full-time employee. The Corporation shall provide a minimum of one weekend in every four weekends *off* for each part-time employee. Amendments to the normal schedule may be granted by Management subject to the nature of the request along with reasonable notice; however, at all times proper staffing of the Community Support Home shall be the determining factor.

**14.09** This Article does not apply to the Community Support Home employees.

**ARTICLE 16 - HOLIDAYS**

**16.01 (b)** This Article does not apply to the Community Support Home employees.

**ARTICLE 17 - VACATIONS**

**17.03** Vacations should normally be requested by employees a minimum of four weeks in advance of the date when the vacation is to commence.

**ARTICLE 22 - HEALTH AND SAFETY**

**22.01** The Community Support Home will comply with all requirements and provisions of the Occupational Health and Safety and Workers' Compensation legislation.

**22.02** The parties agree that by virtue of the size and operation of the Community Support Home, there **will** not be a separate Health and Safety Committee for the Community Support Home. Employees wishing to raise health and safety concerns may do so through representations to the Health and Safety Committee at the Sun Parlor Home in Leamington.

The parties further agree that there will be one on-site review annually at the Community Support Home to be carried out by representatives of the Health and Safety Committee at the Sun Parlor Home in Leamington.

**CONTRACTING OUT**

The parties agree that as a result **of** the geographical **and** operational differences *of* the Community Support Home, which may result in the need to contract certain services, the provisions **of** Article **26.01** are limited in their application, with respect to contracting out *of* services at the Community Support Home, to members **of** the **Bargaining** Unit regularly employed at the Community Support Home.



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NOTE: An Asterisk (\*) Denotes Articles for which there is a corresponding Article in Schedule C.