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| TERM. | 2001 | 06 | 30 |
| No. OF EMPLOYEES | 250 | | |
| NOMBRE D'EMPLOYES | 250 | | |

COLLECTIVE AGREEMENT

between

FAIRHAVEN
(hereinafter referred to as "the Employer")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131**
(hereinafter referred to as "the Union")

Expires: June 30th, 2001

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Collective Agreement is to establish and maintain orderly collective bargaining relations between the Employer and its employees, to provide means and methods for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Collective Agreement.

ARTICLE 2 - SCOPE

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 131 as the exclusive bargaining agent for all employees of Fairhaven in Peterborough save and except all Department Heads, Assistant Department Heads and persons above the rank of Assistant Department Heads, Registered Nurses, Human Resource Specialist, Information Systems Co-ordinator, Executive Assistant to the Executive Director and Co-ordinator of Volunteer Services.

2.02 **Definitions:**a) **Full-Time Employee:**

A person who is employed on a full-time basis by the Employer.

b) **Preferred Part-Time Employee:**

A person who is employed to work regularly scheduled shifts consisting of fifty-five (55) to sixty (60) hours over a bi-weekly period. The Employer will endeavour to schedule the shifts in a consistent manner.

A preferred part-time employee shall not be required nor shall they elect to work additional shifts.

c) **Permanent Part-Time Employee:**

A person who is regularly employed to work scheduled shifts up to sixty (60) hours in a bi-weekly period.

A permanent part-time employee may be assigned or may elect to work additional hours provided that such hours do not exceed sixty (60) hours in a bi-weekly period.

d) Part-Time Employee:

A person who is employed for not more than sixty (60) hours in a bi-weekly period. A part-time employee shall be assigned hours in accordance to Article 15.01 (d) of this Collective Agreement.

ARTICLE 3 - UNION SECURITY:

3.01 It shall be a condition of continuing employment that all present and future employees of the Employer shall become and remain members in good standing of the Union. The Employer, however, shall not be required to discharge an employee who has been expelled or suspended from membership in the Union other than for unlawful activity against the Union.

The Union agrees that any employee to whom this Collective Agreement applies may refrain from exercising their right to become a member of the Union, or cease to be a member of the Union.

3.02 The Employer shall deduct from every employee any dues, initiations or assessments, levied in accordance with the Union Constitution and/or By-laws and owing to the Union, each pay and forward the money deducted to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, together with the names of the employees added or deleted during that period plus total hours worked in the current year for each part-time employee.

The Employer will forward to the Local Union Secretary-Treasurer a copy of the submission made to the National Secretary-Treasurer of the Union.

The Income Tax (T4) Slips shall include the amount of Union dues paid by each employee in the preceding calendar year,

3.03 The Employer will provide the Union with a list quarterly, of all hirings, lay-offs, recalls, retirements, terminations, leaves of absence in excess of one (1) month (which will include employees in receipt of compensation from the Workplace Safety and Insurance Board) from within the bargaining unit where such information is available or becomes available through the Employers payroll system.

3.04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes within the employee's first twenty (20) days of employment, without loss of regular earnings.

The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Employer as part of the general orientation program.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer will continue its policy of no discrimination, interference, restriction or coercion being exercised or practised with respect to any employee by reason of **sex**, race, colour, political or religious affiliation, or by reason of membership or lack of membership in a trade union.

4.02 The Union, its members and/or its agents shall not, on the Employer's premises, conduct activities except as herein expressly provided.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union agrees that it is the exclusive right of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, direct, transfer, classify, promote, demote or discipline any employee;
- c) generally manage the Home for the benefit of the residents;
- d) introduce new and improved facilities and methods aimed to improve the efficiency or the operation of the Employer.

5.02 The Employer agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Collective Agreement and that a claim of discrimination, discharge or discipline without just cause, may be the subject of a grievance in this Collective Agreement.

ARTICLE 6 - UNION COMMITTEES

6.01 The Employer agrees that the Union shall appoint the following committees:

a) Negotiating Committee:

Consisting of a Chairperson and five (5) members, all of whom shall be employees, and will recognize and deal with the negotiating committee in negotiating the renewal of this Collective Agreement;

b) Grievance Committee:

Consisting of the President of the Local, or appointee, and any two (2) stewards, all of whom shall be employees.

c) Labour Management Committee:

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee meeting during the term of this Collective Agreement, the following shall apply:

- i) Each party shall appoint up to five (5) representatives who shall meet monthly unless the parties agree to a different schedule of meetings. The five (5) representatives appointed by the Union shall include not more than one (1) employee from each of Nursing, Nutrition Services, Housekeeping/Laundry, Maintenance, Resident Programs and Organization Development. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Collective Agreement.
- ii) The labour management committee may make recommendations to their respective principals but is not empowered to introduce or veto policies of the Employer.
- iii) Any representative(s) attending such meeting during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

- iv) The minutes of labour management meetings will be posted.
- 6.02 The Union agrees that the members of its' committees will continue to perform their regular duties, and that the only time they may leave their regular duties or stations on union business is when a meeting is being held of one (1) of these committees, of which the employees are members, with the Employer.
- 6.03 The time spent by members of the Negotiating Committee in negotiating meetings with the Employer during their regular hours of work shall be without loss of pay up' to but not including the arbitration hearing.
- 6.04 The time spent by members of the Grievance Committee in grievance meetings with the Employer during their regular hours of work shall be without loss of pay, up to but not including the arbitration hearing.
- 6.05 A Steward may discuss a complaint with an employee without loss of pay, during their regular shift, provided that permission from their immediate supervisor is obtained; such permission not to be unreasonably withheld. It is agreed that time spent by the Steward and the employee reviewing a complaint shall be kept to a minimum. Otherwise all Union business will be conducted on the employee's own time, and not on the Employer's premises.

ARTICLE 7 - ASSISTANCE OF THE UNION

- 7.01 The Union shall have the right of assistance from a representative of the Canadian Union of Public Employees when negotiating with the Employer or in meetings at Step 2, and thereafter, of the Grievance Procedure.
- 7.02 **Verbal Reprimand:**
- Whenever the Employer or their authorized agent deem it necessary to verbally reprimand an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such verbal reprimand to the employee involved.

7.03 Access to Personnel File:

An employee shall have the right at any time to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

7.04 Removal From Record:

Any letter of reprimand, suspension or other sanction will be removed from an employee's record after a period of twenty-four (24) months, provided that the employee's record has been discipline-free for eighteen (18) months.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Definition of A Grievance:

- a) For purposes of this Collective Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable.
- b) It is understood that the Employer may bring forward at a meeting with the grievance committee, called for that specific purpose, any complaint or grievance; and that, if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the same way as the grievance of an employee.
- c) **An** employee has no grievance until the employee's supervisor has had an opportunity to adjust their complaint. A member of the grievance committee, if so desired, may accompany the employee.
- d) A policy grievance involves a question of general application or interpretation of this Collective Agreement, and which could not otherwise be resolved by a grievance of an employee (or a group of employees).

8.02 Grievance Procedure

Step 1:

If an employee is satisfied that there is a grievance, they shall present such grievance in writing on the approved grievance form to the Director of Organization Development, and shall be accompanied by a member of the grievance committee. If a settlement satisfactory to the employee is not reached within two (2) days, then the Step 2 of this grievance procedure may be invoked.

Step 2:

The grievance shall be reduced to writing and submitted to the grievance committee. In the event that the grievance committee wishes to pursue the matter, the grievance shall be submitted in duplicate on the approved grievance form, to the Director of Organization Development.

A meeting shall be arranged with the grievance committee within two (2) days. The meeting shall convene within five (5) days or such longer period as may be agreed upon between the parties.

The Director of Organization Development shall give their reply in writing within a period of two (2) days. Receipt of such reply will be acknowledged by the chairperson of the grievance committee or designate.

Failing a satisfactory settlement, the grievance committee may invoke Step 3 off the grievance procedure, but only within a period of five (5) days from receipt of the reply of the Director of Organization Development.

Step 3:

The grievance shall be submitted to the Director of Organization Development who shall arrange a meeting with the grievance committee within two (2) days. The meeting shall be convened within five (5) days or such longer period as may be agreed upon between the parties.

The Director of Organization Development shall give their reply in writing within a period of five (5) days, receipt of such reply will be acknowledged by the chairperson of the grievance committee or designate.

Failing satisfactory settlement the grievance committee may invoke the arbitration provision of this Collective Agreement but only within a period of fifteen (15) days from the date of reply from the Director of Organization Development.

8.03 Grievance Form:

It is understood that the original grievance form shall be passed back and forth between the Union and the Employer for the purpose of acknowledging all written responses to the grievance procedure.

8.04 Time Limits

- a) A grievance shall be instituted not later than fifteen (15) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee or the Union.
- b) Where a dispute involving a suspension, termination, lay-off or recall occurs the grievance shall be lodged at Step 3 of the grievance procedure.
- c) In the event of a policy grievance the Union may commence proceedings at Step 2 of the grievance procedure.
- d) The time limits referred to in this Article shall be exclusive of Saturdays, Sundays and Statutory Holidays.
- e) The time limits outlined in the grievance and arbitration procedure may only be extended upon mutual agreement of the parties in writing.

ARTICLE 9 - ARBITRATION

- 9.01 When either party requests that a grievance be submitted to arbitration, and within the time limit set forth above, such request shall be made by registered mail addressed to the other party to the Collective Agreement indicating the name and address of its nominee to the Board of Arbitration. Within five (5) days thereafter the other party shall answer by registered mail indicating the name and address of its nominee to the Board of Arbitration. The two (2) nominees shall attempt to select by agreement a third (3rd) member who shall act as Chairperson of the Board of Arbitration. If they are unable to agree upon such a Chairperson within a further period of seven (7) days, the Provincial Minister of Labour shall be asked to name an impartial Chairperson.

- 9.02 The decision of the Board of Arbitration shall be final and binding upon the parties. In the absence of a unanimous decision, the majority decision shall be accepted as the decision of the Board; and in the absence of a majority decision, the decision of the Chairperson shall be accepted as the decision of the Board.
- 9.03 The Board of Arbitration is not authorized to alter, modify, amend or add to any part of this Collective Agreement, nor to deal with any matter not covered by this Collective Agreement; however, the Board shall have the power to dispose of any discharge or suspension grievance by any arrangement which, in its opinion, it deems just and equitable.
- 9.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.05 Each party shall be responsible for the expenses of their own appointee and an equal share of the fees and expenses of the Chairperson.
- 9.06 Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.
- 9.07 The parties agree that the Board of Arbitration as outlined in Article 9.01 above may be replaced by a sole arbitrator. Articles 9.02 to 9.06 would still be applicable under this section.

ARTICLE 10 - NO STRIKE OR LOCK-OUT

- 10.01 The Employer agrees that it will not cause or direct a lock-out of its employees, and the Union agrees that there will be no strike or other collective action that will stop, curtail or interfere with work or the Employer's operation. The meaning of "strikes and lock-outs" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 11 - LEAVE OF ABSENCE11.01 Union Conventions, Workshops **and** Seminars:

Leave of absence without loss of seniority shall be granted, upon request to the Employer, to employees who are readily replaceable and who are elected or appointed to represent the Union at Union functions. The Employer shall pay the employees their normal wages while on such leave, and the Union shall reimburse the Employer,

11.02 Compassionate Leave:

The following leave of absence is allowed to make required arrangements and to attend the funeral in the event of a death in the employee's family:

- a) employee's spouse, son or daughter, seven (7) days;
- b) employee's father, mother, sister or brother three (3) days;
- c) grandparents, in-laws and grandchildren one (1) day.

Only such time as is required to fulfil the above obligations on which the employee would be scheduled to work shall be paid for. Such employee will be expected to notify the Director of Organization Development as soon as possible of the need for such leave of absence.

Extra leave of absence without pay may be granted for travelling time to attend the funeral. This period of time will be agreed upon between the employee and the Employer.

11.03 Pregnancy **and** Parental Leave:

- a) A pregnant employee is entitled to up to seventeen (17) weeks leave of absence without pay and with accumulation of seniority, for the purpose of childbirth and recovery. The leave of absence shall be in accordance with the provisions of the Employment Standards Act.
- b) A parent is entitled to up to eighteen (18) weeks of parental leave of absence, without pay and with accumulation of seniority. The leave of absence shall be in accordance with the provisions of the Employment Standards Act.

- c) The employer shall continue to pay its share of the premium cost of insured benefits and pension while an employee is on pregnancy or parental leave, unless the employee elects in writing not to participate in a benefit.
- d) For a part-time employee, seniority shall be based upon the employee's average weekly hours worked in the thirteen (13) weeks immediately preceding the commencement of the leave, excluding any periods of approved leave of absence in excess of five (5) continuous calendar days.
- e) The employee shall be reinstated to their former position unless the position has been discontinued in which case they shall be given a comparable job.
- f) The Employer shall grant an employee who is adopting a child a leave of a maximum of six (6) months without pay and without loss of seniority upon reasonable notice and subject to the above terms and conditions. If, however, because of late receipt of confirmation of pending adoption the employee finds it impossible to request leave of absence in writing one (1) month in advance, then the employee may make the request verbally as soon as possible and subsequently verify it in writing. Employees on adoption leave are entitled to benefits payments in accordance with article 12.03(b), but coverage will be provided thereafter only if the employees pay one hundred (100) percent of the cost.

11.04 Jury/Witness Duty:

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown Attorney is a party, or is required by subpoena to attend a court of law in connection with a case arising from the employee's duties at the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- a) notifies the Employer immediately on the employee's notification that the employee will be required to attend court;
- b) present proof of service requiring the employee's attendance;

- c) deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

It is understood that an employee required to attend court regarding an Employer related case, as provided above, on their scheduled day off will be paid their regular pay for such day, and the day off will be rescheduled within thirty (30) days.

11.05 Effect of Absence:

- a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous calendar days or any approved absence paid by the Employer, both seniority and service will accrue.
- b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, sick leave or any other benefits under any provisions of this Collective Agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence, except that the Employer will continue to pay its share of the premiums for up to twelve (12) months while an employee is in receipt of compensation from the Workplace Safety and Insurance Board and during a Pregnancy or Parental Leave, unless the employee gives the Employer written notice that they do not intend to pay their contributions.
- c) It is further understood and agreed that, during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended after thirty (30) continuous calendar days and not further accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during Pregnancy and Parental Leave, up to a period of twelve (12) months if an employee's absence is due to a disability resulting in compensation from the Workplace Safety and Insurance Board, or for a period of ninety (90) days if an employee's unpaid absence is due to illness.

11.06 Examination Leave:

If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.

ARTICLE 12 - SICK LEAVE

12.01 Sick Leave Definition:

Sick leave is the period of time an employee is permitted to be absent from work by reason of being sick, disabled, quarantined because of exposure to a contagious disease or because of an accident which is not compensable under the Workplace Safety and Insurance Act.

12.02 Part-time and student employees shall be entitled to sick leave on a without pay basis.

Article 12.09 shall apply to part-time and student employees,

12.03 Sick Leave Accumulation:

All full-time employees shall be entitled to accumulate sick leave at the rate of one and one-half (1 1/2) paid days per month, commencing with the date of employment, and shall accumulate from year to year. New employees, on completion of their probationary period, shall be credited with four and one-half (4 1/2) days' sick leave.

12.04 Sick Leave Deduction:

Sick leave is payable and deductions shall be made from accumulative sick leave for all days absent for sick leave as defined in Article 12.01.

12.05 Sick Leave Records:

A record of all unused sick leave will be kept by the Employer. In March of each year each employee shall be advised of the number of sick days accrued to their credit. At other times of the year an employee may request the Employer to confirm their credits.

12.06 Qualifier for Sick Leave Credit:

To be credited with sick leave for any month, an employee must have been at work for a total of not less than eighty (80) hours, inclusive of paid time off for vacation, statutory holidays and other paid leave of absence other than sick leave and shall be credited on the first day of the following month.

12.07 Absence Under the Workplace Safety and Insurance Act:

If an employee is prevented from working for the Employer on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace Safety and Insurance Act*, the Employer, on application from the employee, will supplement the award made by the Workplace Safety and Insurance Board for the loss of wages to the employee by such an amount that the award made by Workplace Safety and Insurance Board for loss of wages, together with the supplement of the Employer, will equal one hundred (100) percent of the employee's regular wage to the limit of the employee's sick leave credits.

12.08 Sick Leave Pay Out:

Upon termination of employment (other than by death or retirement), the employee who had full-time status prior to July 1, 1999 shall be entitled to the equivalent in cash of fifty (50) percent of the total accumulated sick leave standing to their credit, not to exceed six (6) months' wages. In the event of death, or upon attaining the normal retirement age, an employee (or estate of an employee), shall be entitled to the cash equivalent of the full accumulation, not to exceed six (6) months' wages. Normal retirement for the purpose of this plan shall be sixty-five (65) years of age. When sick leave is converted into cash, whether upon termination of employment, death or retirement, the value of such accumulated sick leave shall be determined on the basis of the employee's current rate of pay at the time of such conversion.

12.09 Doctors Certificate:

An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days, certifying that such employee is unable to carry out their duties due to illness.

12.10 Family Illness:

In the case of illnesses of an immediate member of a family of an employee, and where there is no one at the employee's home other than the employee who can provide for the needs of the ill person, the employee may, with the approval of the Director of Organization Development, be entitled to use up to a maximum of five (5) accumulated sick-leave days per year to care for the member of the family who is ill.

12.11 Long Term Disability:

The Employer will provide the following Long Term Disability Plans which shall be appended to this Collective Agreement. The Long Term Disability Plans will provide the following coverage:

- a) The Employer will pay fifty (50) percent of the billed premiums towards coverage of eligible employees, other than Organization Development employees, under the Long Term Disability portion of the plan, the employee paying the balance of the billed premium through bi-weekly payroll deduction.
- b) The Employer will administer, for Organization Development employees, the Long Term Disability Plan, as currently in place as of October 16, 1996, with the employee paying one hundred (100) percent of the billed premium through bi-weekly payroll deduction.
- c) The Long Term Disability Plans shall provide for a benefit level of sixty-six and two-thirds (66 2/3) percent of regular monthly earnings.

ARTICLE 13 - VACATIONS

13.01 Entitlement to Vacation:

Full-time employees shall be entitled to an annual vacation with pay calculated from the date of seniority as follows:

- a) **An** employee with less than one (1) year's service as of December 31st shall be entitled to vacation pay at the rate of one (1) day for each complete month of service, to a maximum of ten (10) days;

- b) On completion of one (1) year of service as of December 31st an employee shall be entitled to ten (10) days vacation;
- c) **An** employee shall be allowed fifteen (15) days of vacation in the calendar year in which their third (3rd) anniversary falls;
- d) **An** employee shall be allowed twenty (20) days of vacation in the calendar year in which their eighth (8th) anniversary falls;
- e) **An** employee shall be allowed twenty-five (25) days of vacation in the calendar year in which their sixteenth (16th) anniversary falls;
- f) **An** employee shall be allowed thirty (30) days of vacation in the calendar year in which their twenty-fifth (25th) anniversary falls;
- g) Full-time employees who have an adjusted seniority date due to accredited hours worked as a part-time employee shall have their vacation entitlement determined by that adjusted seniority date.

13.02 **Part-time and Student Employees:**

Part-time and student employees shall be entitled to payment in lieu of vacation based upon a formula of two (2) percent for each five (5) days of entitlement for a period of employment from the date of last hire and in accordance with vacation entitlement, Article 13.01.

13.03 **Vacation Pay Calculation:**

Vacation pay will be calculated on the basis of each employee's regular rate at the time of taking their vacation, for thirty-seven and one-half (37 ½) hours for each week of vacation entitlement, save and except that where an employee has worked less than sixty-six (66) percent of the regular hours in the previous year, ten (10), fifteen (15), twenty (20), twenty-five (25) or thirty (30) days vacation pay will be calculated on the basis of four (4) percent, six (6) percent, eight (8) percent, ten (10) percent, twelve (12) percent (whichever is applicable for ten (10), fifteen (15), twenty (20), twenty-five (25) or thirty (30) days) of their earnings received from the Employer in such period.

13.04 Termination Prior to Vacation:

When employment is terminated before the employee has been granted a paid vacation, they shall receive payment in lieu of same at the appropriate rate.

13.05 Receipt of Vacation Pay:

Upon request, an employee will receive the vacation pay due on the last regular pay day preceding the start of vacation.

13.06 Part-time ~~Employees~~ Receipt of Vacation Pay:

Part-time employees will be paid their vacation pay on the pay closest to February 1st.

If an employee is absent from work due to illness or Pregnancy/Parental Leave the payment will be held at the employee's request until a mutually agreed date.

13.07 Holidays During Vacation Period:

Paid holidays (statutory holidays) falling during an employee's vacation period will be in addition to such vacation period.

13.08 Taking of Vacation Time:

The Employer will make every reasonable effort to grant an employee their annual vacation in consecutive weeks. It is understood that where the vacation period extends beyond ten (10) days or two (2) weeks, the time of the third (3rd) five (5) day period and subsequent five (5) day periods, shall be established by mutual agreement.

13.09 December 15th and January 15th:

Vacation will not normally be granted between December 15th and January 15th of the following year.

13.10 Posting of Vacation Request List:

- a) The Employer will post, by November 1st of each year, a vacation request list for the months of January 15th to April 30th of the following year. Employees will signify their vacation choice in order of seniority by November 15th. Confirmation of vacation requests will be posted by December 1st.

- b) The Employer will post, by February 15th of each year, a vacation request list for the remaining months of the calendar year. Employees will signify their vacation choice in order of seniority by March 15th. Confirmation of vacation requests will be posted by March 30th.
- c) Vacation time available after the confirmed vacation request has been posted, will be granted in accordance with the date of the request and not seniority.

13.11 Hospitalization During Vacation:

Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. The employee must notify the Employer at the time the illness commences and prior to the scheduled vacation in order to claim sick leave under Article 13.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital the period of such hospitalization shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

13.12 Return to Work During Vacation:

Should a full-time employee who has commenced their scheduled vacation agree, upon request by the Employer, to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1 1/2) times their basic straight-time rate for all hours so worked. To replace the originally scheduled vacation days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which they have worked.

13.13 **An** employee shall be entitled to take up to five (5) vacation days as single days provided any other vacation entitlement has been requested and approved.

If a permanent part-time employee or part-time employee elects to take a single vacation day during a scheduling period they may be assigned or elect to work additional shifts during that same scheduling period.

ARTICLE 14 - PAID HOLIDAYS

14.01 The following days are recognized as paid holidays for all full-time employees:

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

Also any other day proclaimed as a public holiday by the Mayor of the Corporation of the City of Peterborough.

14.02 Working on a Holiday:

It is agreed that the operation of the Employer requires that all employees cannot take the particular day off that has been allocated for the observance as a holiday.

An employee required to work on a holiday as outlined in Article **14.01** may elect payment at the rate of one and one-half (1 ½) times plus a lieu day at their regular rate or pay at the rate of one and one-half (1 ½) times their regular rate of pay plus holiday pay and forfeit the lieu day.

14.03 Statutory Holiday On An Employee's Day Off:

When a holiday falls on an employee's normal day off, an additional lieu day with pay shall be granted.

14.04 Lieu Days:

An employee must notify the Human Resource Scheduler, prior to the statutory holiday, of which option, as outlined in Article **14.02**, they wish to elect for working on a statutory holiday. If no election is made they shall receive one and one-half (1 ½) times plus a lieu day for working on the statutory holiday.

A lieu day must be taken within thirty (30) days of the statutory holiday at a time mutually agreed to between the employee and the Employer.

Upon request, thirty (30) days prior to the day of the actual statutory holiday, full-time employees may elect to accrue lieu days to a maximum of five (5) days in any calendar year.

By mutual agreement between the employee and the Employer they may take such lieu days collectively or separately at a time within the calendar year.

14.05 Part-Time and Student Employees:

Part-time and student employees required to work on a holiday outlined in Article 14.01 shall be paid at the rate of one and one-half (1 ½) times their regular rate.

Part-timers required to work on a paid holiday shall only receive the fourteen (14) percent in lieu of benefits on the regular straight-time hourly rate for regular hours worked.

14.06 Assigning of Work on a Holiday:

It is agreed that available full-time work on a statutory holiday shall first be assigned to full-time employees normally scheduled to work that day.

A full-time employee scheduled to work on the holiday shall not be required to work on the statutory holiday provided they advise the Human Resource Scheduler at least one (1) week in advance of the holiday and provided the employee arranges for their own replacement.

It is understood and agreed that no overtime costs will thereby be incurred by the Employer.

14.07 Eligibility for Holiday Pay:

To be eligible for statutory holiday pay an employee must work their full scheduled shift immediately preceding and full scheduled shift immediately following the holiday unless otherwise mutually agreed.

14.08 Overtime on a Paid Holiday:

Where an employee is required to work authorized overtime on a paid holiday in excess of a full shift as defined by Article 15, they shall receive twice their regular straight-time hourly rate for the time worked in excess of the full shift.

ARTICLE 15 - HOURS OF WORK AND WORKING CONDITIONS15.01 **Hours of Work:**a) **Regular Full-Time Employees:**

Except as provided for in 15.01 (c) and (d), the regular full-time working hours shall be seven and one-half (7 ½) hours of work per day and seventy-five (75) hours of work in a two (2) week period exclusive of a one-half (1/2) hour unpaid lunch period.

Except as provided for in Articles 15.01 (c) and (d), any authorized hours worked over seven and one-half (7 ½) hours per day or seventy-five (75) hours in a two (2) week period shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate as set out in Schedule "A".

b) **Engineer Employees :**

Any authorized hours worked over eight (8) hours per day or eighty (80) hours in a two (2) week period shall be paid at the rate of one and one half (1 ½) times the employee's regular rate as set out in Schedule "A".

The Employer shall assign the senior stationery engineer on duty to the boiler room in which case they shall receive a one-half (1/2) hour per day paid lunch break to be taken in the Home. Any additional hours as a result of this provision shall not constitute the payment of overtime.

In the event that the Employer no longer has a guarded plant as defined in and required by the **Stationery Engineer's** Act this provision shall no longer be applicable and no longer in effect.

c) **Organization Development Employees:**

The regular full-time working hours for Organization Development employees shall be seven (7) hours of work per day and seventy (70) hours of work in a two (2) week period exclusive of a one (1) hour unpaid lunch period.

Any authorized hours worked over seven (7) hours per day or seventy (70) hours in a two (2) week period shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate as set out in Schedule "A".

d) Preferred Part-Time, Permanent Part-Time and Part-Time Employees:

The hours of work for preferred part-time, permanent part-time and part-time employees shall be in accordance to Article 2.02 (b), (c) and (d) of this Collective Agreement.

No further shifts of less than four (4) hours for classifications falling under this Collective Agreement that were not in place prior to July 1, 1999 shall be created.

Authorized hours worked over seven and one-half (7 ½) hours per day or seventy-five (75) hours in a two (2) week period shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate as set out in Schedule "A".

The distribution of hours above and beyond hours distributed under Article 2.02 (b) and (c) shall be distributed among permanent part-time and part-time employees as equitably as possible taking into account an employee's availability. In the event that available employees have been assigned hours in a equitable manner, additional hours will be offered commencing with the most senior employee.

Pertaining to call-in's and replacements (vacations and statutory holidays) permanent part-time and part-time staff must be available to work all units or work routines and all shifts.

Students:

The Employer shall be permitted to schedule students in shifts of less than four (4) hours in any classifications.

15 2 Every Other Weekend Off:

The Employer will schedule every other weekend off. Part-time employees as defined in Article 2.02 (b) may be excused from this Article if they present to the Human Resource Scheduler a letter expressing their desire to work weekends on a more frequent basis than stated. They may also withdraw such a letter by giving the Human Resource Scheduler a letter stating their desire to revert to every other weekend off. It is further agreed when a part-time employee expresses a desire to work weekends in excess of this Article, it will be at the straight time rate. For purposes of

clarity, it is understood that a weekend shall commence at 2300 hours Friday and end at 2300 hours Sunday or at **2400** hours Friday and end at **2400** hours Sunday, as appropriate,

15.03 No More Than Six Consecutive Days:

Unless mutually agreed to do otherwise between the Employer and the employee no employee shall be scheduled to work more than six (6) consecutive days without a day off, but days off (excluding every second (2nd) weekend off) may be non-consecutive. Where an employee does work more than six (6) consecutive shifts, pay for the seventh (7th) and subsequent shifts worked without a day off shall be at the rate, of one and one-half (1 ½) times the employee's regular hourly rate.

15.04 Forty-Eight Hours Notice:

The Employer will make every reasonable effort to afford employees engaged in shift work at least forty-eight (48) hours notice in advance of assignment to a different shift.

15.05 Call-Back:

When an emergency arises after an employee has left the Employer following completion of their regular shift and the employee is required by the Employer to return to the Employer to perform emergency duties before their next scheduled shift commences, then the employee will be paid at time and one-half (1 ½) for all hours worked with a minimum pay of three (3) hours at time and one-half (1 ½).

15.06 Breaks :

An employee shall receive fifteen (15) minute paid rest period(s) based on the following:

- a) Employees who are paid for a seven (7) or more hour work day shall receive one (1) fifteen (15) minute paid rest period in each half (**1/2**) of the seven (7) hour work shift;
- b) Employees who are paid for a work day consisting of a shift of five (5) hours or more and up to but not including (7) hours shall receive one (1) fifteen minute paid rest period;

- c) The time for each rest period for each employee will be determined by their Supervisor.

15.07 Pay Cheques:

Employees shall be paid by direct deposit on a bi-weekly basis on Thursdays' to a financial institution of their choice.

15.08 Shift Differential:

Shift differential in the amount of forty-five (45) cents per hour shall be payable to all employees whose shift commences between 2:00 p.m. and 6:00 a.m.

Shift premium shall not form part of the employee's regular hourly rate.

15.09 Call-In:

Where the Employer requests a part-time employee to report for non-scheduled duty and such request is not received by the employee one (1) hour in advance of the starting time required, the employee will not be docked for the first thirty (30) minutes of duty should the employee be unable to report for the starting time of the shift.

15.10 Double Shifts:

When practical, the Employer will refrain from having an employee work a double shift unless the employee's regular schedule allows them to have sixteen (16) hours off duty prior to having to report for another shift.

15.11 No Pyramiding:

Overtime premiums shall not be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal work week and also hours for which the overtime premium is paid.

15.12 Shift Schedule:

A full-time employee who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours pay at their regular straight time hourly rate. Part-time employees scheduled to work less than seven and a half (7 ½) hours will receive a pro-rated amount of reporting pay, such pro-rated amount to be not less than two (2) hours' pay. The employee may be required to perform

any duties assigned by the Employer that they are capable of performing, if their regular duties are not available.

15.13 Christmas or New Years - Full-time:

- a) The Employer shall schedule each employee off for four (4) consecutive days at either Christmas or New Year's.

The days off at Christmas shall include December 25th and December 26th and the days off at New Year's shall include December 31st and January 1st. For purposes of clarity, it is understood that no employee will have a right to be scheduled off over Christmas in two (2) consecutive years or over New Year's in two (2) consecutive years.

- b) Christmas or New Years - Part-time:

The Employer shall endeavour to schedule each part-time employee off on either Christmas or New Year's Day for two (2) consecutive days. The days will be either December 25th and December 26th or December 31st and January 1st. The days will alternate each year.

Where it is not possible to provide such time off for all part-time employees, then the time off will be provided on the basis of seniority.

ARTICLE 16 - BENEFIT PROGRAMS

16.01 The Employer will contribute as follows:

- a) Regular Permanent Full-time ~~Employees~~:
- i) To Group Insurance, an amount equal to one hundred (100) percent of the premium applicable to the subscribing employee.
 - ii) To an Extended Health Care Plan, ten/twenty (10/20) dollars deductible, one hundred (100) percent of the premium cost applicable to the subscribing employee.
 - iii) To Semi-private Blue Cross or equivalent, seventy-five (75) percent of the applicable premium.
 - iv) To Blue Cross or equivalent Dental Care Plan #9 (current O.D.A. fee schedule), one hundred (100) percent of the premium applicable to the subscribing employee.

- v) Vision Care, one hundred and twenty (120) dollars in twenty-four (24) months and Hearing Aid, two hundred and fifty (250) dollars lifetime, seventy-five (75) percent Employer paid, twenty-five (25) percent employee paid. Compulsory.
- b) Preferred Part-Time, Permanent Part-Time and Part-Time Employees:

Preferred Part-Time, Permanent Part-Time and Part-Time employees shall receive, in lieu of all fringe benefits (being those benefits paid to an employee, paid in whole or in part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, jury and witness duty and bereavement pay) an amount equal to fourteen (14) percent of their regular straight time hourly rate for all straight time hours paid.

The percentage in lieu payment shall be reduced by the amount of the Employer's pension contribution for any employee who is in, or comes to be in, the Employer's pension plan (Ontario Municipal Employee's Retirement System).

16.02 Change of Carrier:

Should a change in carrier be contemplated, such change shall be discussed with the Union before the change is implemented. No such change shall result in a reduction in benefits.

ARTICLE 17 - UNIFORMS

- 17.01 The Employer shall provide a uniform allowance of sixty (60) dollars per year to each employee who is required by the Employer to wear a uniform. Such allowance shall be provided on the basis of thirty (30) dollars April 1st and thirty (30) dollars October 1st in each year.
- 17.02 Maintenance employees, upon proof of purchase, will be given fifty (50) dollars yearly in October for safety shoe allowance, where safety shoes are required.

ARTICLE 18 - SENIORITY**18.01 Seniority List:**

A seniority list shall be established for all employees covered by this Collective Agreement who have completed their probationary period. The seniority list for the previous calendar year will be posted by February 15th. A copy of this list will be provided to the Union.

Preferred Part-Time, Permanent Part-Time and Part-time employees' seniority will be calculated on the basis of hours worked from the date of last hire (except as noted in Article 18.03 c).

18.02 Loss of Seniority:

An employee shall lose all seniority and service and shall be deemed to have terminated if they:

- a) resign;
- b) is discharged and not reinstated through the grievance/arbitration procedure;
- c) is retired;
- d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason;
- e) has been laid off for twenty-four (24) months;
- f) is laid off and fails to return to work within fourteen (14) calendar days after the employee has been notified by the Employer through registered mail addressed to the last address on the records of the Employer.

18.03 Probationary Period:

- a) Every full-time employee shall serve a probationary period of fifty (50) working days and every preferred part-time, permanent part-time and part-time employee shall serve a probationary period of three hundred and seventy-five (375) hours.

On completion of the probationary period, seniority shall date from the date on which the full-time employee commenced employment and, in the case of preferred part-time and permanent part-time, part-time employees, seniority shall be calculated in accordance with Article 18.01.

Probationary employees will be entitled to all rights and privileges of this Collective Agreement, except with respect to discharge.

It is understood that an employee will serve only one (1) probationary period in any period of continuous service with the Employer.

b) **Preferred Part-Time/Permanent Part-Time/Part-Time to Full-Time :**

Preferred part-time, permanent part-time and part-time employees who progress to full-time employment shall receive credit for all hours worked as a preferred part-time, permanent part-time and part-time employee for purposes of establishing full-time seniority and whether the start or after three (3) months rate is applicable. (For pay rate, progression must be in the same category).

c) **Full-Time to Preferred Part-Time/Permanent Part-Time/Part-Time:**

Full-time employees who progress from full-time employment to preferred-part-time, permanent part-time and part-time employment shall receive credit for all time worked as a full-time employee for purposes of retaining seniority. Should said employee elect to redeem sick leave credits, seniority shall be retained.

Notice of the employees' decision to redeem sick-leave credits must be forwarded to the Director of Organization Development in writing within six (6) months of transfer from full-time to preferred part-time, permanent part-time or part-time.

Sick leave credits vested with the Employer shall not accrue in value, but shall retain a value in accord with the rate of pay in effect at the time of transfer from full-time and shall be available for fifty (50) percent cash-out-provisions in accordance with Article 12.08.

Should the preferred part-time, permanent part-time or part-time employee return to a full-time position, the value of the vested sick leave shall be divided by the existing full-time wage to determine the number of days of sick-leave credit that will be reinstated. Should an employee return to full-time, any new sick leave accrued will not be eligible for pay-out under Article 12.08.

18.04 Position Outside of Collective Agreement:

Any employee who is, or has been, transferred or appointed to a position not covered by this Collective Agreement, and later is transferred back to a position which is governed by this Collective Agreement, then seniority which has been accumulated in such supervisory position shall be counted as service with the Employer.

18.05 Promotion to Another Position Within Bargaining Unit:

When an employee is promoted to another position within the bargaining unit and the position to which they are promoted is a higher classification than the position which was held, the employee shall receive immediately on such promotion the first rate for the classification of the new position that will provide an increase in salary.

18.06 Temporary Relief In Higher Paying Position:

When an employee temporarily relieves in or performs the principal duties of a higher paying position they shall receive the first rate for the job that will provide an increase in salary.

18.07 Requested Transfer to Lower Classification:

When an employee requests to be transferred to another position either in their department or in another department which has a lower classification than the position they have been holding, such employee's salary on transfer shall be:

- a) if qualified to carry out the duties and responsibilities of the position to which transferred without further training except orientation, the salary rate in the lower classification immediately below the employee's rate in the higher classification;

- b) failing replacement under (a) above, the employee shall receive the "after three (3) month" rate in the lower classification.

ARTICLE 19 - PROMOTIONS AND TRANSFERS

19.01 Promotions or transfers within the bargaining unit shall be awarded to the senior applicant able to meet the normal requirements of the job. Notice of the successful applicant is to be provided to the Union.

19.02 The Employer shall post every preferred part-time, permanent part-time, part-time and full-time vacancy and shall post temporary preferred part-time, permanent part-time, part-time and full-time vacancies where the duration of the vacancy is expected to exceed eight (8) weeks. The posting shall be for a period of seven (7) calendar days. A copy of the posting shall be sent to the Secretary of the Union.

The posting shall contain the location of the position, the nature of the position, the required ability and skills, knowledge and education, the wage rate and the normal hours of work. All unsuccessful applicants must be notified.

19.03 The successful applicant shall be allowed a trial period of up to thirty (30) working days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the initial posting may be filled on a temporary basis until the trial period is completed.

19.04 The Employer will post up to three (3) additional vacancies that occurs as a result of the filling of an original vacancy.

19.05 The original posting and subsequent postings will be numbered

| | | |
|----------------|---|--------------|
| Original | - | (year) - 1 |
| Subsequent # 1 | - | (year) - 1/A |
| Subsequent # 2 | - | (year) - 1/B |
| Subsequent # 3 | - | (year) - 1/C |

19.06 The actual physical filling of vacancies may or may not be delayed until all moves are determined.

19.07 The Employer may temporarily fill a vacancy with bargaining unit employees until the posting procedures have been completed.

19.08 If no applications are received from within the bargaining unit the Employer has the right to hire as they so determine.

ARTICLE 20 - LAY OFF AND RECALL

20.01 a) Lay Off and Recall:

This article shall apply to full-time and preferred part-time, permanent part-time and part-time employees only.

b) Definition:

A lay off shall be defined as:

Full-time Employee:

A reduction in the work force or a reduction in the regular hours of work.

Preferred Part-Time, Permanent Part-Time and Part-Time Employee:

An elimination of a position.

20.02 Event of a Lay Off:

In the event of lay off as defined in Article 20.01 above the Employer shall lay off those employee(s) whose position(s) are directly affected, provided that there remain on the job employees who then have the ability to perform the work. An employee who is subject to lay off shall have the right to either:

i) accept the lay off; or

ii) displace an employee who has lesser bargaining unit seniority if the employee originally subject to lay off can perform the duties of the available work without training other than orientation. Such employee **so** displaced shall be laid off.

20.03 Recall:

Any employee shall have opportunity of recall from a lay off to an available opening, in order of seniority, provided they have the ability to perform the work. The posting procedure in the Collective Agreement shall apply prior to the recall process being implemented.

The Employer shall notify the employees of recall opportunity by registered mail, addressed to the last address on record with the Employer. Notification shall be deemed to be received on the second (2nd) day following the date of mailing. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

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

20.05 Employee Recalled to Different Classification:

An employee recalled to work in a different classification or position from which they were laid off shall have the privilege of returning to their position they held prior to the lay-off should it become vacant within six (6) months of being recalled.

20.06 No New Employees:

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

20.07 Preference for Temporary Vacancies:

Employees on lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. **An** employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. Seniority and service shall not accumulate during any period of lay-off.

20.08 Lay Off of a Permanent or Long-Term Nature:

In the event of a proposed lay-off at the Employer of a permanent or long-term nature, the Employer will:

- a) provide the Union with no less than thirty (30) calendar days' notice of such lay-off; and
- b) meet with the Union to review the following:
 - i) the reason causing the lay-off;
 - ii) the service the Employer will undertake after the lay-off;
 - iii) the method of implementation including the areas of cutback and employees to be laid off.

20.09 Bed Cut-Back or Cut-Back In Service:

In the event of a substantial bed cut-back or cut-back in service, the Employer will provide the Union with reasonable notice. If requested, the Employer will meet with the Union to review the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of lay-off in this Collective Agreement. Notice of lay-off shall be in accordance with the provisions of the Employment Standards Act.

20.10 Benefits While on Lay-off:

The following clause is applicable to full-time employees only.

In the event of a lay off of an employee, the Employer shall pay its share of the insured benefit premiums up the end of the month in which the lay-off occurs. The employee may, if possible, under the terms and conditions of the insurance benefit programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay off occurs. Such payment may be made through the payroll office of the Employer, provided that the employee informs the Employer of their intent to do so at the time of the lay-off and arranges with the Employer the appropriate schedule.

ARTICLE 21 - RETIREMENT

21.01 The pension plan for the Employer shall be the Ontario Municipal Retirement System.

ARTICLE 22 - GENERAL

22.01 Bulletin Board:

The Employer agrees to make available to the Union a bulletin board in a location to be mutually agreed upon between the Employer and Union. This space shall be used by the Union to post notices having to do with matters coming within the scope of the Collective Agreement. Such notices shall not be posted elsewhere in the building.

22.02 Singular or Masculine:

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

22.03 **Rights:**

- a) Any rights of the Employer which are not specifically mentioned in this Collective Agreement, and which are not contrary to its intention, shall continue in force and effect for the duration of this Collective Agreement.
- b) Any rights of employees in positions covered by this Collective Agreement, which are not specifically mentioned in this Collective Agreement, and which are not contrary to its intention, shall remain in full force and effect for the duration of this Collective Agreement.

22.04 Correspondence:

Written correspondence from the Employer to the Union shall be addressed to the Corresponding Secretary of the Union with a copy to the Local President.

22.05 Technological Change or Mechanization:

Full-Time employees who are displaced by technological change or mechanization shall be given the opportunity to fill another vacancy if capable of doing so and according to seniority, or be given a period of training sufficient to perfect or acquire the skills necessitated by the new methods of operation. During the retraining period there will be no reduction in pay. In the event that the full-time employee after a reasonable training period, is unable to acquire the skill required they shall be transferred to another position, if available, at the rate of pay for that position or shall be laid off.

22.06 Work of the Bargaining Unit:

Supervisory personnel of the Employer will not perform duties normally assigned to those employees who are covered by this Collective Agreement except for purpose of instruction, experimentation or when regular employees are not available.

22.07 Contracting Out Of Work:

In order to provide job security for members of the bargaining unit, the Employer agrees that it will not contract out any work which is normally performed by members of the bargaining unit. It is acknowledged that this term will not prohibit the short term use of outside replacement personnel where regular employees are not available.

22.08 The Union and the Employer agree to alternate in the printing and distribution of the Collective Agreement.

ARTICLE 23 - JOB CLASSIFICATION AND WAGE RATE

23.01 Attached hereto and forming part of this Collective Agreement is Schedule "A" which sets out job classification and wage rates of all employees covered by this Collective Agreement.

23.02 New Classification(s) :

- a) When a new classification, covered by this Collective Agreement, is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same.

- b) If the Union challenges the rate, it shall have the right to request a meeting with the Employer to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed shall be retroactive to the date that notice of the new rate was given by the Employer.
- c) If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration, as provided in the Collective Agreement, within fifteen (15) days of such meeting. The decision of the board of arbitration or arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

23.03 Substantial Change to Existing Classification:

- a) If the Employer makes a substantial change in the job content of an existing classification, which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union to permit the Union to make representation with respect to the appropriate rate of pay.
- b) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration or arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

23.04 In-service Education:

When mandatory attendance at in-service education and staff meetings is required by the Employer, outside an employee's regular working hours, the employee shall be paid their regular hourly rate for all time spent in attendance.

ARTICLE 24 - TERMINATION AND AMENDMENT

24.01 This Collective Agreement shall continue in full force and effect up to and including June 30th, 2001 and shall continue in force from year to year thereafter unless written notice is given by either party within the period of ninety (90) days prior to June 30th, 2001.

Dated this 18 Day of Oct, 1999.

FOR THE EMPLOYER

FOR THE UNION

Patricia Mann

Daughness

Kathy Muecker

Fosi L...

Stephen Smith

Pauline Rose

[Redacted Signature]

[Redacted Signature]

Hail Suttor
Betty Tate
Reggie Wilson

SCHEDULE "A"
HOURLY RATES

| CLASSIFICATION | START RATE | AFTER 3 MONTHS | AFTER 1 YEAR |
|-----------------------------|---------------|---|---|
| | | 489 HRS SERVICE FULL-TIME PART-TIME | 1,950 HRS SERVICE FULL-TIME PART-TIME |
| RPN | \$15.46 | \$15.85 | \$16.23 |
| Health Care Aide | 14.40 | 14.78 | 15.13 |
| Adjuvant | 14.40 | 14.78 | 15.13 |
| Recreationist/Activationist | 14.40 | 14.78 | 15.13 |
| Housekeeper | 13.34 | 13.71 | 14.04 |
| Seamstress | 13.34 | 13.71 | 14.04 |
| Laundry Operator | 13.52 | 13.86 | 14.23 |
| Laundry Aide | 13.34 | 13.71 | 14.04 |
| Cook I | 14.41 | 14.77 | 15.13 |
| Cook II | 13.70 | 14.05 | 14.36 |
| Kitchen Aide | 13.34 | 13.71 | 14.04 |
| Engineer | 14.40 | 14.78 | 15.13 |
| Maintenance I | 14.88 | 15.21 | 15.59 |
| Maintenance II | 13.56 | 13.92 | 14.27 |
| Eng/Mtce/Lead Hand | 17.98 | 18.30 | 18.64 |
| Shift Eng/Mtce Mechanic | 16.90 | 17.18 | 17.49 |
| Accounting Clerk | 14.40 | 14.78 | 15.13 |
| Accounts Payable Clerk | 13.64 | 14.00 | 14.36 |
| Information Services Clerk | 13.95 | 14.31 | 14.68 |
| Human Resource Scheduler | 14.40 | 14.78 | 15.13 |
| Student Receptionist | 6.85 | 6.85 | 6.85 |

FULL-TIME: PROBATION FIFTY (50) DAYS OF SERVICE

CASUAL & PART-TIME: PROBATION 375 HOURS OF SERVICE

STUDENT RATES: SEVENTY-FIVE (75) PERCENT OF THE ABOVE RATES

LETTER OF UNDERSTANDING

between

FAIRHAVEN

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131

This will confirm the agreement of the parties that as a student receptionist is normally assigned to work on statutory holidays instead of a full-time employee, such assignment will not constitute a violation of Article 15.02 of the Collective Agreement.

Dated this 18 day of Oct, 1999.

FOR THE EMPLOYER

FOR THE UNION

Patricia Knapp

Shaughnessy

Kathy Macdonald

Rose Evans

Stephen H. Smith

Parlene Rose

~~_____~~

~~_____~~

Hail Sutton
Betty Tate
Reggy Wilson

LETTER OF UNDERSTANDING

between

FAIRHAVEN

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131

RE: STUDENTS

The parties agree that any full-time student hired to work in a permanent student position with the Employer shall terminate her/his employment with the Home no later than three (3) months following the date she/he completes (or otherwise leaves) full-time study. This provision shall be adhered to unless the employee is able to exercise her/his rights under Article 20.01 or 20.02 of the Collective Agreement during this three (3) month period.

The parties further agree that the employee shall continue to be paid the student rate under the Collective Agreement until the time of her/his termination as set out above or until the time she/he is a successful applicant under Article 20.01 or 20.02, should that occur during the three (3) month period.

The above agreement shall not in any way restrict Fairhaven Home's right to terminate the employee for cause, or to lay-off the employee should a lay-off become necessary.

Dated this 18 day of Oct, 1999.

FOR THE EMPLOYER

FOR THE UNION

Kathy Mearns

Stephen H. Smith

[Redacted Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

Gail Sutton
Betty Tate
[Handwritten Name]

LETTER OF UNDERSTANDING

between

FAIRHAVEN

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 131

Re: Temporary Transfers

Notwithstanding the provisions of the Collective Agreement, as a resolution to this grievance, the parties hereby agree to the following:

1. It is the right of every employee, as per Article 19.03, to apply for, and be awarded, any position for which he/she is the senior applicant able to meet the normal requirements of the job.
2. When a temporary position is completed, the employee will always return to his/her regular or permanent position.
3. A timeline to start the new position will be implemented as soon as it is administratively possible.
4. If an employee wishes to leave a temporary position to return to his/her original position, he or she may have the opportunity to do so at three (3) month intervals.
5. Subsequent postings of vacancies shall be posted where the remaining duration of the vacancy is expected to exceed eight (8) weeks.
6. This agreement shall run for the duration of the current Collective Agreement, subject to renewal.

Dated this 18 day of Oct, 1999.

FOR THE EMPLOYER

Patricia Krupp
Kathy Macdonald
Stephen A. Smith

FOR THE UNION

Shawn Goss
Jose Louis
Darlene Rose
~~_____~~
Hail Sutton
Betty Tate
Penelope Wilson

LETTER OF UNDERSTANDING

between

FAIRHAVEN

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131

Re: Thirty (30) Day Trial Period Article 19.03

The parties agree that when an employee has successfully obtained a full-time position through the job posting procedure, that the enrolment into the OMERS plan will be delayed until the thirty (30) day trial period has been completed unless the employee has been previously enrolled under the OMERS plan.

Dated this 18 day of Oct, 1999.

FOR THE EMPLOYER

Patricia Knapp

Kathy MacKen

Stephen Smith

[Redacted Signature]

FOR THE UNION

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Large Handwritten Signature]

Hail Sutton

Betty Tate

Regina Wilson

LETTER OF UNDERSTANDING

between

FAIRHAVEN

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131

Notwithstanding Article 16.01 (d) of this Collective Agreement, Organization Development employees, if mutually agreed to between the Employer and employee, may adjust their normal seven (7) hour work day providing that their normal two (2) week period does not exceed seventy (70) hours of work.

Dated this 18 day of Oct, 1999.

FOR THE EMPLOYER

FOR THE UNION

Patricia Knapp

[Signature]

Kathy Mearns

[Signature]

Stephen H. Smith

Marlene Rose

[Redacted Signature]

[Redacted Signature]

Mair Sutton
Betty Tate
Regina Wilson

LETTER OF AGREEMENT

between

FAIRHAVEN

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131

Re: **Schedule "A"**

The parties agree that for all employees the following signing bonuses will be applicable during the duration of this Collective Agreement:

A two (2) percent signing bonus of 1998 earnings payable as soon as possible following ratification of the agreed to Memorandum of Agreement between the parties.

A one (1) percent signing bonus of 1999 earnings payable in the first full payroll following July 1, 2000.

Dated this 18 day of Oct, 1999.

FOR THE EMPLOYER

FOR THE UNION

Patricia Hmapp

Shaughnessy

Kathy MacKen

Rose Corrie

Stephen H Smith

Darlene Rose

~~_____~~

~~_____~~
Mailsutton
Betty Tate
Reggie Wilson

LETTER OF AGREEMENT

between

FAIRHAVEN

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 131

The parties agree to the following:

Re: Article 12.08 - Sick Leave Payout

The parties agree that for a twenty-four (24) month period from the date of ratification of this Collective Agreement employees may elect to receive on a pro-rated basis a seventy-five (75) percent pay out of their current cash value of accumulated sick leave.

This pay out may be considered as a Lump Sum Payment and can be deposited directly into a RRSP without tax deducted from source

signed and dated this 18 day of Oct 1999.

FOR THE EMPLOYER

FOR THE UNION

Patricia Kozzapp

Shawn Jones

Kathy Maack

Rose Lewis

Steve H. Smith

Harvie Rose

[Redacted Signature]

[Redacted Signature]

Hail Sutton
Betty Tate
Reggie Wilson

LETTER OF UNDERSTANDING

between

FAIRHAVEN

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 131

Notwithstanding the provisions of the Collective Agreement, the parties hereby agree to the following:

A. Conversion of temporary full-time positions to full-time positions:

| <u>Shift</u> | <u>Unit/Department</u> | <u>Classification</u> |
|--------------|------------------------|-----------------------|
| 0700 - 1500 | Westview D | RPN |
| 0700 - 1500 | RSSCU | Health Care Aide |
| 0700 - 1500 | Riverside | RPN |
| 0700 - 1500 | Garden Court | RPN |
| 1500 - 2300 | RSSCU | Health Care Aide |

B. Conversion of part-time positions to full-time positions:

| <u>Shift</u> | <u>Unit/Department</u> | <u>Classification</u> |
|--------------|------------------------|-----------------------|
| 1500 - 2300 | Hillcrest E | RPN |
| 1500 - 2300 | Hillcrest A | RPN |
| 1500 - 2300 | Riverside | RPN |
| 1500 - 2300 | Garden Court | RPN |
| 2300 - 0700 | WD/WF/GC | RPN |
| 2300 - 0700 | Riverside/Hillcrest | RPN |
| 0930 - 1730 | Res. Prog. RSSCU | Recreationist |
| 0600 - 1400 | Nutrition Services | Nourishment Aide |

C. Revision of Employee Definitions:

(a) Full-time Employee:

A person who is employed on a full-time basis.

(b) Preferred part-time Employee:

A person who is employed to work regularly scheduled shifts consisting of 55-60 hours in a bi-weekly period.

The Employer will endeavour to schedule the shifts in a consistent manner.

A preferred part-time employee shall not be required nor shall elect to work additional shifts.

(c) Permanent Part-time Employee:

A person who is regularly employed to work scheduled shifts up to sixty (60) hours in a bi-weekly period.

A permanent part-time employee may be assigned or may elect to work additional hours.

(d) Part-time Employee:

A person who is employed for not more than sixty (60) hours in a bi-weekly period. A part-time employee shall be assigned hours in accordance with Article 15.01 (e) of this Collective Agreement.

(e) Permanent part-time and part-time employees must be available to work all units or work routines and all shifts for call-ins and replacements (vacations and Statutory holidays).

D. Implementation of Preferred and Permanent Part-time Positions:

The Employer agrees to implement the following seventeen (17) preferred part-time positions that will be posted in accordance to Article 20 of the Collective Agreement and the posting provisions stated below.

| Unit | <u>Shift Hours</u> | <u>Shifts</u> | <u>Total Hours</u> |
|------------|--------------------|---------------|--------------------|
| Riverside | 0700 ~ 1400 6,5 | 9 | 59,5 |
| Riverside | 1500 ~ 2100 5,5 | 10 | 55 |
| Riverside | 1500 ~ 2200 6,5 | 9 | 59,5 |
| Westview D | 0700 ~ 1300 5,5 | 10 | 55 |
| Westview F | 0630 ~ 1330 6,5 | 9 | 59,5 |

| | | | | | |
|-------------|-------------|-----|----|------|-------|
| Westview F | 1400 - 2000 | 5.5 | 10 | 55 | |
| Garden Crt. | 0700 - 1400 | 6.5 | 9 | 59.5 | |
| Garden Crt. | 0700 - 1300 | 5.5 | 10 | 55 | |
| Garden Crt. | 1500 - 2100 | 5.5 | 10 | 55 | |
| Garden Crt. | 0700 - 1500 | 7.5 | 8 | 60 | |
| Garden Crt. | 1500 - 2300 | 7.5 | 8 | 60 | |
| RRSCU | 0600 - 1200 | 5.5 | 10 | 55 | |
| Hillcrest A | 0700 - 1400 | 6.5 | 9 | 59.5 | |
| Hillcrest A | 1500 - 2200 | 6.5 | 9 | 59.5 | |
| RS/WS | 0730 - 1430 | 6.5 | 9 | 58.5 | Res.P |
| WF/GC | 0800 - 1400 | 5.5 | 10 | 55 | Res.P |
| Westview D | 0730 - 1500 | 7.0 | 2 | | |
| | 0800 - 1500 | 6.5 | 10 | 59.5 | Res.P |

The Employer agrees to implement twenty three (23) permanent part-time positions that will be posted in accordance to Article 20 of the Collective Agreement and posting provisions stated below.

| | | | | | |
|-------------|-------------|-----|----|----|--|
| Riverside | 0600 - 1000 | 4 | 10 | 40 | |
| Hillcrest A | 0700 - 1100 | 4 | 10 | 40 | |
| Garden Crt. | 1600 - 2100 | 4.5 | 10 | 45 | |
| Hillcrest A | 0530 - 1000 | 4.5 | 10 | 45 | |
| Garden Crt. | 1500 - 2030 | 5 | 9 | 45 | |
| RSSCU | 1600 - 2130 | 5 | 9 | 45 | |
| Garden Crt. | 0700 - 1300 | | | | |
| Garden Crt. | 0700 - 1400 | | | | |
| Garden Crt. | 0600 - 1400 | | | | |
| Garden Crt. | 0700 - 1500 | | | | |
| Garden Crt. | 1500 - 2030 | | | | |
| Garden Crt. | 1500 - 2100 | | | | |
| Garden Crt. | 1500 - 2100 | | | | |
| Cook 1 | 0600 - 1400 | | | | |
| Cook 2 | 1000 - 1800 | | | | |
| Cook 1 | 1215 - 2015 | | | | |
| Nourish | 0600 - 1400 | | | | |
| Wait. FA | 0600 - 1400 | | | | |
| Wait. FB | 0600 - 1400 | | | | |
| Wait. FC | 0600 - 1400 | | | | |
| Wait. FD | 0600 - 1400 | | | | |
| Wait. FE | 1200 - 2000 | | | | |
| Dish. F5 | 0615 - 1415 | | | | |
| Dish. F6 | 0745 - 1545 | | | | |

E. Conditions of the Implementation of Preferred and Permanent Part-Time Positions:

The parties agree that the following conditions must be in effect and will guide the implementation process.

1. That the posting provisions of Article 20 of the Collective Agreement will be in effect where applicable.
2. That during the course of or as a result of the implementation of the above positions no employee will be deemed to be in a state of layoff as per the provisions of Article 19 of the Collective Agreement.
3. That the posting process and implementation of the positions will be on an incremental and sequential manner beginning with full-time, preferred and permanent part-time.
4. That the implementation will be done "on paper" before any actual changes take place.
5. That following the implementation there will be a twelve (12) month trial basis during which time the Employer reserves the right to revise or modify the number of preferred and permanent part-time shifts. It also reserves the right to revise and modify the hours of work of the preferred and permanent part-time shifts within the scope of the definitions stated above.

Before any revisions or modifications take place, the Employer agrees to meet with the Union to inform the Union of the changes.

Signed and dated this 18 day of Oct 1999.

FOR THE EMPLOYER

Patricia Knapp
Kathy Mascher
Stephen Sweet
[Signature]

FOR THE UNION

[Signature]
[Signature]
Valerie Rose
~~_____~~
~~_____~~
Hail Sutton
Betty Tate
Leslie Wilson

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(Cont'd)

YOUR group
benefits

RECEIVED
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LIBERTY
HEALTH

“Helping PEOPLE live *healthier, safer, more secure* lives.”



This material summarizes the important features of your group program; is prepared as information only; and does not, in itself, constitute a contract. The exact terms and conditions of your group benefits program are described in the Group Benefits Contract held by your employer.

The information contained in this booklet is important and we suggest it be kept in a safe place.

SUMMARY OF BENEFITS

FAIRHAVEN HOME FOR SENIOR CITIZENS

C.U.P.E.

GROUP CONTRACT NUMBER 14045

EFFECTIVE DATE: REFER TO MASTER CONTRACT

ELIGIBILITY PERIOD: As stipulated by your Employer.

ISSUED: October, 1995

SUMMARY OF BENEFITS

Benefits Underwritten By Liberty Mutual Insurance Company

EXTENDED HEALTH BENEFITS (EHB)

Single Deductible • \$10, per benefit year.
Family Deductible - \$20, per benefit year.
100% reimbursement of eligible charges in excess of the deductible amount.

Paramedical **Services** - maximum amounts allowed subject to the EHB Plan deductible and percentage reimbursement shown above.

a) Clinical Psychologist:

- First visit • up to \$35.
- Subsequent visits • up to \$20, per hour
- Maximum amount allowable • \$200, per person per benefit year.

b) Registered Masseur:

- Per treatment • up to \$7.
- Maximum number of treatments - 12 per person per benefit year.

c) Speech **Pathologist**:

- Maximum amount allowable • \$200, per person per benefit year.

Semi-Private Hospital Accommodation

Deductible • Nil.
100% reimbursement of the charge made by a hospital for semi-private room accommodation, which is in excess of the standard ward rate.

Hearing Aids

Deductible • Nil.
100% reimbursement up to the maximum amount allowable as shown on your Identification Certificate.

Vision

Deductible • **NIL**
100% reimbursement up to the maximum amount allowable as shown on your Identification Certificate.

EHB Overall Lifetime Maximum • Unlimited.

DENTAL BENEFITS

Plan 9

Deductible • **NIL**

100% reimbursement of eligible charges, up to the amount specified in the applicable Fee Guide.

Dental Overall Maximum • Unlimited.

~~Fee Guide~~ • Ontario Dental Association Fee Guide for General Practitioners as shown on your Identification Certificate.

Note:

A benefit year is any period of 12 consecutive months beginning from the date on which the first eligible expense is incurred.

If you have not enrolled for all the benefits described, please refer to your Identification Certificate for details of your personal coverage.

ELIGIBLE DEPENDENTS

Dependents (if applicable) include:

- i) your spouse or common-law spouse;
- ii) unmarried, unemployed children under the age of 21 years, including newborns;
- iii) unmarried, unemployed dependent children to any age who are incapable of self sustaining support or employment by reason of mental or physical disability.

TERMINATION OF BENEFITS

Coverage for you and your dependents will cease on the earliest of:

- the last day of the month for which premiums have been paid;
- the last day of the month in which you cease to be eligible due to retirement, death, leave of absence, age limitation, change in classification, etc.;
- the termination date of the Group Contract.

CLAIMING BENEFITS

Assignment of Benefits to the Provider

In cases where your group benefit plan permits direct payments to providers, you may wish to assign benefits to the provider of the service (e.g. hospital,

pharmacist, dentist, optician). If assignment is acceptable to the provider, present your Identification Certificate and the provider will **bill** Liberty Health directly. No claim forms are necessary.

Direct Claims Submission

Claims submitted directly to Liberty Health must include original receipts and a completed claim form including the following: your name and complete address; your group and identification numbers; group name; claimant's date of birth; dependent's name (if claim is on behalf of a dependent or spouse) plus relationship to you. Drug claims must indicate the prescription number, name, strength and quantity of the drug plus the **drug** identification number.

Claims **should be** submitted to: Liberty Health, 150 Ferrand Drive, Don Mills, Ontario M3C 1H6.

Written proof of claim must be received by Liberty Health not later than the end of the calendar year following the year in which the claim was incurred. On termination of a person's coverage for any reason, written proof of claim must **be** received not later than 90 days following the date of such termination.

COORDINATION OF BENEFITS

Your Liberty Health plan includes a Coordination of Benefits provision. If you have similar benefits through any other insurer, the amount payable through this plan shall be coordinated as follows, **so** that payment from all benefit plans does not exceed 100 percent of the eligible expense. Where both spouses of a family have coverage through **two** employer plans, the first payer of each spouse's claims is their **own** employer's benefit plan. Any amount not paid by the first payer *can* then be submitted for consideration to the other spouse's benefit plan (the second payer).

Claims for dependent children should be submitted first to the benefit plan of the spouse who has the earlier birthday in a calendar year, and second to the other spouse's benefit plan. When submitting a claim to a second payer, be sure to include payment details provided by the first payer.

CONVERSION

When you or your dependent leave the group, application may be made for conversion to an individual plan. Application for conversion to an individual plan must be made within 30 days of leaving the group.

**LIBERTY
HEALTH**TM

TM Trademark held by Liberty
Mutual Insurance Company

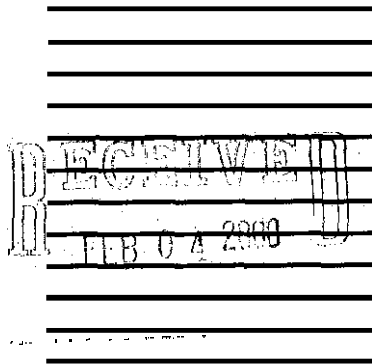


**CITY OF
PETERBOROUGH**

Fairhaven Home - Union Employees

Group Policy No. 16856-G

GROUP BENEFITS



Your Group Insurance Booklet

Agent of Record

Bob Huycke
Mutual Life of Canada
Park Lane Plaza
815 High Street, Unit 9
Peterborough, Ontario
K9J 9J9
705-742-0474

Consultant

George W. McGillis Insurance Agencies Ltd.
Representative - Ross Freer

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:

QUÉBEC

Group Plan Administration
Mutual Life of Canada
1555 Peel Street, Suite 1000
Montréal, 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).

| Class of Members | Benefit Formula | Maximum Benefit |
|---------------------------|------------------------|------------------------|
| Fairhaven Union Employees | 1 1/2x earnings | \$50,000 |

Reduction Clause: upon retirement, Life reduces to 25% of insurance in force on that date.

Termination of Insurance:

- Death Benefit - none
- Disability Benefit - 65th birthday, or date of retirement if earlier

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 City of Peterborough.
2. You regularly work for The Corporation of the City of Peterborough at least 20 hours each week.
3. You have been continuously employed by The Corporation of the City of Peterborough at least as long as the waiting period.
4. You are a resident of Canada.

Participation is compulsory.

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

1. You are insured on the date immediately prior to retirement as an active employee.
2. You are a resident of Canada.

If you are classified as a contract employee, owner-operator, consultant, independent or if you are self-employed, you are not eligible to join the plan.

Waiting Period - Nil

Enrolment

To enrol, you must submit a completed enrolment card

Effective Date

Your insurance is effective on the date you become eligible.

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

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

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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 office.

(65)

HOSPITALS OF ONTARIO 14

CUSTOM BENEFITS

Long Term Disability

Fairhaven Home

Group Policy No. 2100

Sponsored by
Ontario Hospital
Association (OHA)

Insured by
Clarica

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4 2000



CLARICA™

Custom

**Long Term Disability Benefit
information for C.U.P.E.**

Group Policy No. 2100-596

**Sponsored by
Ontario Hospital Association**

**Insured by
Clarica**

April 1993

Introduction

This pamphlet describes the Long Term Disability (LTD) benefit.

Plan Highlights

Comprehensive Coverage

- Long Term Disability benefits of 66 2/3% of regular monthly earnings are provided by the Plan until the employee reaches age 65.

Rehabilitation Program

The Plan offers a program tailor-made for you to help you return to work,

Portability

Members who move from one Participating Employer to another may resume coverage immediately, provided they are re-employed within six months of their termination date with the previous employer.

Joining the Plan

The effective date of coverage will be the day that Clarica specifies as your effective date following approval of evidence of insurability, if required.

If you begin work with your current employer within six months of terminating with another employer where you also participated in an OHA-sponsored plan, your coverage becomes effective on your first day of employment with your current employer, provided that you are Actively at Work (see Portability of Coverage). Otherwise, coverage will begin after you have been at work for seven days as described above.

When to Apply for Benefits

For LTD benefits to begin on time your application must be submitted to Clarica at least one month before the end of the qualifying period. Any application for benefits under this Plan must be made within six months after the end of the qualifying period.

When Benefit Payments Begin

If you become disabled, you may receive LTD benefits following a qualifying period of 17 weeks of Total Disability.

17

LTD benefits are paid monthly, and begin within one month after you become eligible to receive them. These benefits are taxable.

Recurrence of Disability

If, after you have completed the 17-week qualifying period, you recover and return to full-time work, but within six months the same disability recurs, LTD benefit payments will resume immediately. However, if you have returned to work for more than 6 months, or if you are disabled from an unrelated cause the disability will be considered a new disability and you will have to again complete the qualifying period.

Amount of Long Term Disability (LTD) Benefit

The amount of LTD benefit you receive will be $66 \frac{2}{3}\%$ of your regular monthly earnings

This benefit will be based on your regular earnings in effect on the last day you are Actively at Work and will be reduced by all of the following:

- any earnings received from your employer
- disability income benefits payable under any other disability income plan toward which your employer contributes
- the amount of any disability or retirement pension receivable from your employer's pension plan
- benefits receivable from any government plan such as Workers' Compensation, Canada/Quebec Pension Plan, and Old Age Security.

The Plan is allowed to recover benefits paid for loss of income when the injury or illness is the legal liability of a third party. If this applies to you, Clarica will contact you to obtain the information required to proceed with this process.

The minimum payment is \$50 per month to age 65.

When Benefits Stop

Benefits are payable from the end of the qualifying period until the earliest of the following dates:

- the day you cease to be Totally Disabled
- the day you engage in any occupation for wage or profit except as permitted under the Rehabilitation Benefit
- the day you cease medical care and treatment, or fail to provide proof of the continuance of Total Disability to Clarica, as required
- the day you refuse to participate in an approved rehabilitation program
- the date of your death
- the day you refuse to participate in vocational assessment
- the day you are confined in a prison or similar institution

- your 65th birthday.
- the date you fail to submit to a medical.

Waiver of Premiums

Premiums are not required for any full calendar months for which you are receiving LTD benefits.

Exclusions

To be considered Totally Disabled you must be under the active and continuous care of a physician licensed to practise medicine and be following the treatment prescribed by the physician for that disability.

All Total Disabilities are covered, excluding those resulting from:

- intentionally, self-inflicted injury
- civil disorder or war, whether or not war was declared
- your commission or attempted commission of a criminal offence, excluding operating a vehicle while your blood contains more than 80 milligrams of alcohol per 100 millilitres of blood.

Rehabilitation Benefit

As your condition improves during disability you may be able to work part time or take on a less demanding job as part of a rehabilitation program approved by Clarica. All new disability claims are assessed by Clarica's rehabilitation consultants and if you qualify, a consultant will be assigned to you to develop and coordinate a rehabilitation program for you. A rehabilitation program can involve vocational retraining, educational programs and trial or part time work in a new or related field.

While participating in the program, you will receive your regular monthly disability benefit less 50% of the earnings received from your rehabilitative employment. If the total earnings received from this employment plus your regular monthly disability benefit exceed 100% of your pre-disability regular earnings, the disability benefit will be reduced so that the total equals your pre-disability regular earnings.

Leaves of Absence

if you take an approved leave of absence, your benefits may be continued for a period of up to 12 months by your Participating Employer. Premiums are not required for this provision during such a leave. If you are unable to return to work due to Total Disability, you will be considered disabled as of your scheduled return date.

Portability of Coverage

If you terminate employment and go to work for another Participating Employer within six months, you **will** be immediately eligible for coverage under your new employer's plan, providing you are Actively at Work on your first day of work. If due to injury or illness you are not Actively at Work on that day, then coverage will be effective **after** seven days as described under Joining the Plan. Your level of coverage will be that offered under your new employer's plan, and may differ from your previous coverage.

You must ask your new employer to arrange this transfer of coverage within one month of your first day of employment and inform your new employer of all service counted toward coverage. If you fail to do so, you will have to provide medical evidence of your insurability, at your own expense, to complete the transfer of coverage.

Medical Appeals

If your application for disability benefits is denied on the basis of medical evidence and you wish to appeal, the OHA plan offers an appeals process for final resolution of the claim. It involves the appointment of an independent medical referee to resolve any disputes between your physician and the physician representing the Plan over the interpretation of medical evidence. Where the two physicians cannot agree upon a referee, one will be appointed by an independent medical body.

Costs for the referee are charged to the Plan. You are responsible for costs to obtain evidence to support your claim (doctors' fees, etc.).

When Your Coverage Terminates

Your membership in this Plan terminates on the earliest of the date:

- you are not eligible
- you are not employed by the Participating Employer
- you do not belong to a Participating Group
- you do not live in Canada
- your disability benefit terminates and you do not return to work
- the group benefit plan terminates.

if you are Totally Disabled on the date your membership terminates you will remain entitled to a benefit subject to the terms and conditions of the Plan.

Definitions

Actively at Work and Active Work

At work and **able** to perform all the **regular** duties of your occupation **for** one full working day or shift

Continuous Service

A period of unbroken employment with your **employer**, plus any additional eligible **service** as a result of a transfer from another Participating Employer including:

- vacation days and holidays granted
- approved leaves of absence
- temporary layoffs
- interruptions of service approved by Clarica.

Date of Disability

The first day of regularly scheduled employment for which you cannot report due to injury or illness.

Participating Employer

An employer that is a member of the Ontario Hospital Association and participates in any OHA-sponsored plan insured by Clarica.

Participating Group

A group of employees that participates in any OHA-sponsored plan insured by Clarica.

Total Disability and Totally Disabled

Unable, due to injury or illness, to perform the regular duties pertaining to the occupation in which you participated immediately before becoming disabled, for the first two years you are absent from work and not engaged in any gainful occupation.

Unable, after two years, due to injury or illness, to participate in any gainful occupation for which you are, or may become, fitted through training, education or experience.

EHB (EXTENDED HEALTH BENEFIT) PLAN

The benefits described below are available to you through Liberty Mutual Extended Health Benefit Plan when required as a result of sickness or accidental bodily injury.

Refer to the "Summary of Benefits" for information regarding reimbursement of this benefit.

GENERAL INFORMATION

- No medical examination is required.
- Benefits apply anywhere in the world. Reimbursement will be in Canadian funds up to the reasonable and customary charges for the services received, plus the rate of exchange if any, as determined by Liberty Mutual from the date of the last service provided.
- Pre-existing conditions are covered from the moment the Agreement takes effect, except for dental Care as a result of an accident.

BENEFITS

1. **DRUGS - Formulary Two:** Drugs, medicines and injected allergy Sera and insulin (needles, syringes and test-tape for use by diabetics) purchased on the prescription of a medical doctor and which are listed in Liberty Mutual Formulary Two, but not to include Vitamins or vitamin preparations (unless injected), and drugs not approved for legal sale to the general public in Canada.
2. **PRIVATE NURSING** Charges for private nursing services which require, and can only be performed by a Registered Nurse (RN); when such services are provided in the home or hospital by a Registered Nurse who is registered in the jurisdiction in which the services are performed and is neither a relative of the patient nor an employee of the hospital. RN services must be certified medically necessary by the attending physician; and will be reimbursed to a maximum of 90 eight hour shifts per covered person per calendar year. Agency fees, commissions and overtime charges, or any amount in excess of the fee level set by the largest nursing registry in the province of Ontario, are not included.

An "Authorization Form for RN Services" must be completed by the attending physician and submitted to Liberty Health. When the services are extended for more than 30 days, prior approval must be obtained from Liberty Mutual on a monthly basis.

3. **PHYSIOTHERAPY:** Services of a licensed or registered physiotherapist or a certified athletic therapist (effective November 1, 1995), who do not have an agreement with the Ontario Health Insurance Plan (OHIP) for payment of his/her services. Reimbursement **will be** based on the amount that would have been allowed by OHIP **if he/she** were registered with them.
4. **DIAGNOSTIC SERVICE** Diagnostic services performed at a hospital.
5. **PRIVATE ROOM** Difference in cost between semi-private accommodation **and** a private room (not a suite) in a public general hospital.
6. **ACCIDENTAL DENTAL:** Dental care necessitated by a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth. The accident and treatment must occur while coverage is in force. Treatment must begin within 90 days of the accident, and must be completed within one year. Liberty Health must **be** notified immediately. Payment **will be** made up to the fees set out in the Ontario Dental Association suggested Fee Guide for General Practitioners in effect on the date of treatment.
7. **PRIVATE HOSPITAL:** Charges up to \$10 a day to a maximum of 120 days per person while your coverage is in force for care in a licensed private hospital.
8. **PROSTHETIC APPLIANCES:** Purchase of the following items when authorized in writing by the patient's attending physician: standard ~~type~~ artificial limb or eye, splints, trusses, casts, cervical collars, braces (excluding dental braces), catheters, urinary kits, ostomy supplies (where a surgical stoma exists), external breast prostheses (following mastectomies), surgical brassieres (maximum of 6 per calendar year), surgical ~~stockings~~ (maximum of 6 pairs per calendar year), stump socks, wig (following chemotherapy, once only), corrective prosthetic lenses and frames (once only for persons who lack an organic lens or after cataract surgery), custom-made orthopaedic boots or ~~shoes~~, adjustments to stock item footwear, molded arch supports (maximum of \$225 per pair and 2 pair per calendar year).
9. **DURABLE MEDICAL EQUIPMENT:** Purchase or rental of the following items when authorized in writing by the attending physician: hospital bed, crutches, cane, walker, oxygen ~~set~~, respirator (a device to provide artificial respiration), ~~standard-type~~ wheelchair and wheelchair repairs.
10. **MEDICAL SERVICES AND SUPPLIES** Bandages or surgical ~~dressings~~, blood transfusions, plasma, radium and radioactive ~~isotope~~ treatments when authorized in writing by the patient's attending physician.

11. **AMBULANCE** Licensed ground and air ambulance services (the difference between the government agency allowance and the customary charge).
12. **PARAMEDICAL SERVICES:** Services of the following registered/certified practitioners up to the maximums shown on the "Summary of Benefits" pages:
 - a. Clinical Psychologist;
 - b. Masseurs • when the patient's attending physician authorizes in writing that such treatment is necessary;
 - c. Speech Pathologists • when the patient's attending physician or dentist authorizes in writing that such treatment is necessary.
13. **EXTRA MEDICAL FEES** Payment for the professional services of a physician where permissible by law and incurred while the person is travelling or temporarily residing outside his or her province of residence when the physician's fees are in excess of the medical association fee guide.

LIMITATIONS

Extended Health Benefits group coverage does not pay for:

- Services normally paid through any provincial hospital plan, any provincial medical plan, Workers' Compensation Board, other government agencies or any other **source**.
- Services provided in a chronic **care** or psychiatric hospital, chronic unit of a general hospital, health spa, or when a patient is confined to a nursing home or home for the aged and receives Ontario government assistance.
- Dental care (except **as** outlined under "Benefits").
- Rest cures, travel for health reasons, insurance examinations or **services** or supplies for **cosmetic** purposes.

SEMI-PRIVATE HOSPITAL ACCOMMODATION

SEMI-PRIVATE HOSPITAL ACCOMMODATION

BENEFITS

Semi-Private Hospital **Accommodation** - if you are hospitalized in a public general or convalescent hospital or in a contracted private hospital in accordance with the formal agreement between the hospital and Liberty Mutual, payment **will** be made for room and board charges in excess of those payable by your provincial health plan, up to the difference in amount between the hospital standard ward charge and the semi-private room charge.

Chronic Care - if you are confined in a chronic hospital or chronic care unit of a public general hospital, payment **will** be made to a maximum of \$3 per day for semi-private accommodation for a total of 120 days per 12 consecutive months. Benefits are not payable for accommodation in psychiatric hospitals or nursing homes.

Out of-Province

When semi-private hospital accommodation charges are incurred outside Ontario, Liberty Mutual will not pay an amount which is greater than it would pay for semi-private hospital accommodation when incurred in Ontario.

CLAIMS

Reimbursement will be made by Liberty Mutual to the hospital if billed directly by the hospital or, claim reimbursement directly from Liberty Mutual by submitting a detailed hospital account or paid hospital receipt to Liberty Health, 150 Ferrand Drive, Don Mills, Ontario M3C 1H6.

CONVERSION

When you or your dependent leave the group, application may be made for conversion to an individual plan. Application for conversion to an individual plan must be made within 30 days of leaving the group.

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VISION

VISION

This benefit provides payment towards the purchase of **new** or replacement eyeglasses or contact lenses for you or **an** eligible dependent, when prescribed by your doctor, ophthalmologist or optometrist.

Charges to repair **existing** frames or lenses **are also** covered.

Refer to your Identification Certificate for the amount and **frequency** of payment.

Benefits are not payable for the cost of eye examinations, industrial safety glasses or **expenses** covered by the Workers' Compensation Board or any government plan.

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**LIBERTY
HEALTH™**

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HEARING AIDS

HEARING AIDS

This benefit provides payment towards the purchase of a hearing aid for you or an eligible dependent, when prescribed by a physician or hearing specialist. Eligible charges include the cost of initial batteries.

Refer to your Identification Certificate for the amount and frequency of payment.

Benefits are not payable for ear examinations, tests, the cost of repairs or replacement parts, or expenses covered by the Workers' Compensation Board or any government plan.

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DENTAL BENEFITS

DENTAL BENEFITS

DENTAL PLAN 9

The following provides a general description of the benefits available to you and your eligible dependents under this dental plan. A complete list of the specific procedures (and applicable limitations) can be found in the Master Contract held by your Employer.

Payment for eligible benefits will be based on the monetary rates shown in the Dental Association Fee Guide applicable to your group plan.

Refer to your Summary of Benefits for information regarding any deductible, co-payment or maximum benefit amounts.

BENEFITS

Examinations - includes complete oral examinations once every 3 years and recall oral examinations once every 6 months

Consultations - with patient (maximum 2 units every 12 months) or with another dentist

Radiographs - includes complete series once every 3 years, panoramic films once every 3 years, posterior bitewing radiographs once every 6 months

Diagnostic Services - includes bacteriologic cultures, biopsy and cytological examinations

Preventive Services - includes prophylaxis (cleaning) once every 6 months, preventive recall packages once every 6 months, fluoride treatment, oral hygiene instruction and reinstruction once every 6 months

Fillings

Endodontic Services - includes root canal therapy, periapical and emergency services

Periodontic Services - includes periodontal surgery, scaling, root planing and occlusal equilibration (8 units of time every 12 months)

Denture Repairs, Minor Adjustment (after 3 months from insertion), Relining/Rebasing

Surgical Services - includes extractions, surgical incision/excision and frenectomy

Anaesthesia

In-office and Commercial Laboratory Charges - when applicable to the covered benefits

Limitation on Benefits Provided Outside Ontario

When you incur expenses outside Ontario, Liberty Mutual will not pay an amount which is greater than it would pay for such expenses when incurred in Ontario.

Benefits are not payable for:

- Services or supplies not listed under Benefits.
- Charges for complete or partial dentures, crowns, bridgework or orthodontic services, unless included as a rider with this plan.
- Services or supplies for cosmetic purposes.
- Charges for procedures or appliances connected with implants.
- Services or supplies related to Temporomandibular Joint problems.
- Charges incurred as a result of conditions arising from war, whether or not war was declared, from participation in any civil commotion, insurrection or riot, or while serving in the armed forces.
- Charges incurred as a result of self-inflicted injury.
- Charges incurred while committing, or attempting to commit, directly or indirectly, a criminal act under legislation in the jurisdiction where the act was committed.

- Charges for the completion of claim forms or other documentation, or charges incurred for failing to keep a scheduled appointment or for transfer of medical files.
- Charges for procedures in excess of those stated in the Fee Guide for General Practitioners, as shown on your Identification Certificate.
- Services or supplies covered by any government plan.
- Services which commenced prior to your effective date of coverage, or for services completed after termination of coverage.

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