# **COLLECTIVE AGREEMENT**

# BETWEEN

# EXTENDICARE (CANADA) INC.

(represented by the Saskatchewan Association of Health Organizations)

# AND

# SERVICE EMPLOYEES INTERNATIONAL UNION (Locals #299 and #333)

# FOR THE PERIOD

# APRIL 1, 2001 TO MARCH 31, 2004

123886(02)

# HOW TO HANDLE A QUESTION OR COMPLAINT

If you have a question or complaint about the application or interpretation of the Collective Agreement as it applies to you, do not delay but

- Review the facts.
- Read the Collective Agreement.
- Check on the existence of any locally negotiated terms which may modify the basic agreement.

If you continue to have a question or complaint, speak to the Union Representative in your work area, or the Local President/Executive Board Member about your problem.

If you cannot get a satisfactory answer to your problem, or need to help to have the problem resolved, call the SEIU Office nearest you **TOLL FREE**.

# SEIU LOCAL 299

Moose Jaw Office: 693-7922 Toll Free: 1-800-563-5900

# SEIU LOCAL 333

Saskatoon Office: 652-1011 Toll Free: 1-800-772-9724

Please note that a delay could jeopardize your grievance rights under the Collective Agreement.

#### BETWEEN EXTENDICARE (CANADA) INC. (represented by SAHO)

Extendicare/Elmview (Regina) Extendicare/Moose Jaw Extendicare/Parkside (Regina) Extendicare/Preston (Saskatoon) Extendicare/Sunset (Regina)

BODIES CORPORATE, INCORPORATED UNDER THE LAWS OF SASKATCHEWAN HEREINAFTER RESPECTIVELY REFERRED TO AS "THE EMPLOYER", PARTY OF THE FIRST PART. AND SERVICE EMPLOYEES INTERNATIONAL UNION

Local **#299** Local **#299** Local **#299** Local **#333** Local **#299** 

CHARTERED BY THE SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC HEREINAFTER RESPECTIVELY REFERRED TO AS "THE UNION", PARTY OF THE SECOND PART.

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#### Acknowledgement

Extendicare (Canada) Inc. acknowledges the leadership of and opportunity afforded by the Saskatchewan Association of Health Organizations in allowing Extendicare to participate at the provincial SEIU bargaining table.

Extendicare (Canada) Inc. also acknowledges the commitment and effort of the bargaining team members for both SEIU and the healthcare employer group as well as Tony Villiers, Facilitator, as we worked towards a collective agreement.

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# PREAMBLE

- 1. Whereas it is the desire of both parties to this Agreement:
  - a) To maintain and improve harmonious relations between the Employer and members of the Union;
  - b) To recognize the mutual value of joint process in the negotiation of all matters pertaining to working conditions, employment, hours of work, and rates of pay;
  - c) To encourage efficiency and safety in operation;
  - d) To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union;
  - e) To provide for collaboration between the parties in order to secure optimum health care services to the general public;
  - f) To jointly recognize that the exercise of rights and functions is to be carried out reasonably, fairly, and in a manner consistent with the Collective Agreement as a whole.
- 2. And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

Therefore, the parties hereby enter into, establish, and agree to the following terms:

# **ARTICLE 1 - TERM OF AGREEMENT**

# 1.01 Term of Agreement

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after **April 1, 2001**, up to and including **March 31, 2004**, and from year to year thereafter, unless notification of desire to amend be given in writing.

This Agreement shall be deemed to remain in effect during the period of negotiations as may be required to conclude a new Agreement.

# 1.02 Open Period

Either party may, not less than thirty (30) days nor more than sixty (60) days before the expiry date hereof, give notice in writing to the other party to negotiate a revision thereof.

#### **ARTICLE 2 - MANAGEMENT RIGHTS**

# 2.01 Management Rights

Subject to the terms of this Agreement, it is the function of the Employer to:

- a) Direct the working force;
- b) Operate and manage its business in all respects;
- c) Hire, select, transfer and lay-off employees;
- d) Maintain order, discipline and efficiency and establish and enforce reasonable rules and regulations governing the conduct of employees. These rules and regulations shall primarily be designed to safeguard the interests of the clients and the efficiency in operations of the Employer.
- *e*) Promote, demote, discipline, suspend and discharge any employee, provided, however, that any such action may be subject to the grievance procedure provided herein.

#### ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Recognition and Scope

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for all employees covered by this Agreement and SAHO as the sole bargaining agent for the Employer as defined in Article 29.06. This Agreement shall cover all employees represented by the Union pursuant to the most recent Certification Order(s) issued by the Labour Relations Board of the Province of Saskatchewan.

Effective November 4, 2002 the parties agree that all facilities (Extendicare/Elmview, Extendicare/Moose Jaw, Extendicare/Parkside, Extendicare/Preston and Extendicare/Sunset) as outlined on page if of this Agreement shall be defined as one (1) Employer for the purposes of the administration of this Agreement. All transitional issues shall be managed prior to this date.

#### 3.02 Negotiation

SAHO and the Employer agree to negotiate with the Union, representatives of the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

#### 3.03 Union Representation

Any employee requested to meet with the Employer with respect to discipline or employee work performance shall be informed of the nature of the discussion prior to the meeting, and if the employee so wishes, such employee will have a Union Representative present at the meeting. If Union representation is refused, the Employer shall provide to the Union a written confirmation of such refusal, with a copy of the document being supplied to the employee.

#### 3.04 Progressive Discipline

No employee shall be disciplined or suspended without just cause and without being apprised of the issue or concern prior to any disciplinary action being taken. The Employer agrees to use a process of Progressive Discipline.

- a) A copy of **a** document placed on an employee's file which might at any time be the basis for disciplinary action shall be supplied to the employee, with a copy to the Local Union Office;
- b) The employee's reply to such document shall also become a part of the employee's file;
- c) Documentation referred to in a) that is not related to a disciplinary suspension shall become void after two (2) years, unless there have been subsequent documented incidents of a similar nature. Documentation referred to in a) that is related to a disciplinary suspension shall become void after three (3) years, unless there have been subsequent documented incidents of a similar nature.
- d) Suspension pending investigation is not considered discipline. If an employee is suspended pending investigation, the Employer shall render its decision regarding discipline no later than fourteen (14) calendar days from the date of the suspension, except as otherwise agreed between the Employer and the Union. Where the suspension is without pay and investigations reveal that no discipline is warranted or that the discipline is less than the time spent on suspension, the employee shall be paid for time lost and be made whole in all respects.
- 3.05 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency, instruction, or experimentation or working Supervisor.

# ARTICLE 4 - NON-DISCRIMINATION

#### 4.01 Non-Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion, exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, disability (subject to bona fide occupational requirements), political or religious affiliation, sex, sexual orientation or marital status, place of residence, nor by reason of membership or activity in the Union.

# 4.02 Harassment

The Union and the Employer recognize the right of employees to work in an environment free of harassment and will work jointly to achieve that goal. The Employer shall have in

place a harassment policy which shall be reviewed regularly and revised as deemed appropriate.

- a) Harassment means any objectionable conduct, comment, or display by a person that is directed at a worker and:
  - Is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry, or place of origin, Union activity; or
  - 2) Is repeated intentional, sexually oriented practice that undermines an employee's health, job performance, or workplace relationships, or endangers an employee's employment status or potential; or
  - 3) Is repeated intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation; and
  - 4) Constitutes a threat to the health or safety of the worker.
- b) The policy shall be jointly developed in consultation with the Local and the appropriate Occupational Health and Safety Committee(s), and shall ensure that:
  - 1) Individuals are aware of the seriousness with which the Union and the Employer view harassment;
  - 2) Employees/managers are provided with the education necessary for them to prevent harassment, identify harassment when it occurs, and a process to properly report complaints;
  - 3) Incidents are investigated promptly, objectively, and in a sensitive confidential manner. Investigations shall be carried out in accordance with specific harassment policies and the Union shall be advised upon initiation of a formal investigation and shall be kept advised;
  - **4)** If applicable, training shall be provided to those employees deemed responsible to conduct investigations. This training shall be paid at regular rates of pay;
  - 5) The necessary corrective action is taken;
  - 6) If an employee believes that she/he has been harassed, an employee should:
    - i) Tell the alleged harasser to stop;
    - Document the event(s) complete with the time, date, location, names of witnesses, and details for each event.

- 7) If the harassment does not stop at this point, or if the harassed employee does not feel able to approach the alleged harasser directly, that employee should immediately report verbally or in writing the harassment to the appropriate Supervisor and/or Union Representative. Upon receipt of any verbal or written complaint the Employer shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The Supervisor must maintain written notes of her/hls actions. Failure to resolve shall result in the initiation of a formal investigation.
- 4.03 Representational Workforce
  - a) General Provisions

The parties agree with the principle of achieving a representative workforce for Aboriginal workers. Subject to available funding, the parties therefore agree to develop, implement, monitor and evaluate initiatives designed to facilitate Aboriginal participation in all occupations in proportion to the provincial working population. Such actions will be complementary to the provisions of this Collective Agreement.

b) Workplace Preparation

The parties agree to implement educational opportunities for all employees to deal with misconceptions and myths about Aboriginal peoples.

c) In-service Training

The parties agree to facilitate educational opportunities, which may include literacy training and career path counselling/planning.

d) Accommodation of Spiritual or Cultural Observances

Subject to operational requirements, every reasonable effort will be made to accommodate an employee in order for them to attend or participate in spiritual or cultural observances required by faith or culture. It shall be incumbent upon the employee to provide the Employer with reasonable notice of such observances.

# ARTICLE 5 - UNION SECURITY AND CHECKOFF OF UNION DUES

5.01 Union Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union, as a condition of employment, provided that any employee in the appropriate bargaining unit, who is not required to maintain membership or apply for and maintain membership in the Union, shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

# 5.02 Dues Checkoff

The Employer shall deduct and pay to the Union within fifteen (15) calendar days following the completion of the last payroll period in the calendar month, out of the wages due to the employees, the Union dues, initiation fees, and assessments of the employees. The Employer shall furnish the names of the employees on whose behalf the deductions have been made, together with their employment status (e.g. full-time, part-time, casual) and the hours worked in each reported period.

# 5.03 Dues

The Union shall notify the Employer in writing of the amount of dues to be deducted from the, employee's wages not less than thirty (30) days before the effective date.

# 5.04 Monthly Statement of Staff Changes

A monthly statement listing appointments, promotions, demotions, and separations with the date of termination, hiring, or appointment shall be sent to the Local Union Office. The list shall also show the employee's job classification.

#### 5.05 New Employees

- a) The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with the Union Membership (Article 5.01) and Dues Checkoff (Article 5.02) The Employer agrees to have new employees sign a dues authorization card and membership card at the time of hiring. Such cards shall be provided by the Union.
- b) The Employer agrees to provide the Local Union Office with a list of employees and their last known address by March 1<sup>st</sup> of each year.

# 5.06 Introduction to Union Steward

On commencement of employment or as soon as possible thereafter, the employee's immediate Supervisor or designate, shall introduce the new employee to the Union Steward or Representative who will provide the employee with a copy of the Collective Agreement and other pertinent information.

#### 5.07 No Individual Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or Employer Representative, which may conflict with the terms of the Agreement.

# 5.08 T-4 Slips

The Employer agrees to record all Union dues paid in the previous year on the employee's income tax T-4 slip.

## 5.09 Change of Personal Information

It shall be the responsibility of the employee to notify the Employer of any change of name, marital status, place of residence, or telephone number. A copy of such notification shall be forwarded to the Local Union Office.

# ARTICLE 6 - MANAGEMENT - UNION COMMITTEE

#### 6.01 Joint Committee

At either parties' request, a Joint Committee shall be established to deal with such matters of mutual concern as may arise from time to time in the operation of the Employer. It is recognized that the purpose of the committee is to promote joint problem solving.

#### 6.02 Composition

The committee shall be composed of representatives of the Employer and the Union. The committee may utilize the assistance of mediation/conciliation services.

#### 6.03 Time Limits

The committee shall meet as and when required upon request of either party, within seven (7) calendar days.

#### 6.04 Jurisdiction

The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

#### 6.05 Nursing Policy Committee

Where the Employer establishes committees to deal with nursing policies or procedures the Employer agrees to have Licensed Practical Nurse and Special Care Aide representation on the committees.

#### 6.06 No Loss of Pay For Joint or Nursing Policy Committee

Employees who attend either a Joint Committee or a Nursing Policy Committee meeting shall be released from duty without loss of pay.

# **ARTICLE 7 - GRIEVANCE PROCEDURE**

# 7.01 Definition

A grievance shall be defined as any difference or dispute between the Employer and any employee(s), or the Union.

- 7.02 Union Grievance Committee
  - a) To provide an orderly process for settling grievances, the Union shall select the Stewards and a Grievance Committee;
  - b) The Union shall notify the Employer in writing of the selected Stewards and Grievance Committee, and members of Joint Committees, and of any changes made therein;
  - c) The Employer agrees to place on the bulletin board(s) an organizational chart showing the administrative structure and the line of authority in the facility accompanied by an up-to-date list of persons in authority, up to and Including the Administrator or Regional Director.

# 7.03 Permission to Leave Work

a) Employee

Any employee who feels aggrieved may leave assigned duties temporarily without loss of pay, in order to discuss the complaint with the appropriate Union Representatives. Suitable arrangements for an appropriate time and location for such discussions must be made with the Department Head concerned or their designate.

b) Union Representative

The Ernployer agrees that a Union Representative within the facility may leave assigned duties temporarily in order to discuss matters covered by the grievance provisions or relating to same with Employer and that such Union Representative shall not suffer any loss in pay for the time so spent. Such Union Representative must make suitable arrangements with the Department Head or designate for an appropriate time and location for such discussions.

#### 7.04 Investigation

At any stage of the grievance procedure, the parties may have the assistance of employees concerned as witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions, which may be relevant to settlement of the grievance.

# 7.05 Provision of Payroll Information

The Employer agrees to provide all relevant payroll information concerning any grievance to the Officers of the Union upon request with the consent of the employee or the employees concerned.

#### 7.06 Suspension and/or Dismissal Grievances

Grievances arising from suspension and/or dismissal shall be initiated at the Second  $(2^{nd})$  step and shall be processed in accordance with the procedures outlined below.

# 7.07 First (1<sup>st</sup>) Step - Grievance to Immediate Supervisor or Designate

Grievances should be resolved as quickly as possible. It is jointly understood that before a grievance is submitted at the First (1<sup>st</sup>) Step, the parties may attempt to resolve the dispute through discussion. Accordingly, employees, through the Union, or the Union itself, may thereafter refer in writing any such grievance to the immediate Supervisor or designate, concerned within fourteen (14) calendar days of discovery of the cause for complaint, The Union Representative may be accompanied by the aggrieved if the latter so wishes. The immediate Supervisor or designate shall give a written decision within seven (7) calendar days.

# 7.08 Second (2<sup>nd</sup>) Step - Grievance to Regional Director or Designate

Failing satisfactory resolution of the grievance at the First (1<sup>st</sup>) Step, the Union representative shall refer the matter to the Regional Director or designate, in writing, within seven (7) calendar days of having received the decision of the immediate Supervisor or designate.

The Employer designate shall discuss the grievance with the Union Representative within seven (7) calendar days of receipt of the grievance and shall render a written decision within seven (7) calendar days of the discussion.

# 7.09 Alternate Dispute Resolution

The Union and Employer may agree to a grievance mediation or any other dispute resolution mechanism with a view to resolving the dispute.

# 7.10 Referral to Arbitration

Failing satisfactory settlement of the grievance at the Second Step, the matter may be referred, by either party, to arbitration within fourteen (14) calendar days of receipt of the written decision. If it is not so referred, the grievance shall be deemed to have been settled.

# 7.11 Procedure When Time Limits Expire

Failure on the part of the Employer to reply within the prescribed time limits shall give the Union the right to proceed to the next step. If the Union does not take the grievance to the next step within the prescribed time limits, the grievance shall be deemed to have been settled subject to Articles 7.12 (Extension of Time Limits) and 7.13 (Procedural Orderliness).

# 7.12 Extension of Time Limits

The time limits set out above may be extended by the consent of both parties.

#### 7.13 Procedural Orderliness

It is the desire of both parties to this Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention of either the Employer or the Union to evade the settlement of disputes on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood that time limits established herein are for the sake of procedural orderliness and are to be adhered to. Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such limits.

# 7.14 Time Limits on Statutory Holidays

The time limits referred to in Articles 7.07, 7.08, and 7.10 shall be exclusive of Statutory Holidays.

# 7.15 Special Measures

- a) Nothing in this Article precludes the parties from modifying the grievance procedure as required and by mutual consent;
- b) Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance or arbitration proceedings.

# **ARTICLE 8 - ARBITRATION**

#### 8.01 Board of Arbitration

Where the parties agree, a sole Arbitrator may be appointed instead of an Arbitration Board. If a sole Arbitrator is not agreed upon by the parties within thirty (30) calendar days of notification by one (1) party to the other that the grievance is being referred to arbitration, or if either party indicates the desire for an Arbitration Board when the grievance is referred to arbitration, the dispute shall be referred to an Arbitration Board; as set out below. The thirty (30) calendar day period referred to above may be extended by mutual agreement with the Employer and the Union.

- a) Where a violation of the Agreement mentioned in Article 7 (Grievance Procedure) is alleged; or a difference between the parties to this Agreement respecting the meaning or application of the Agreement, including a difference as to whether or not a matter upon which arbitration has been sought comes within the scope of the Agreement, arises, a party to the Agreement, after exhausting any grievance procedure established by this Agreement, may notify the other party in writing of their intent to submit the alleged violation or difference to arbitration.
- b) The notice mentioned in a) above shall contain the name of the person appointed to the Arbitration Board by the party giving the notice;

- c) Within five (5) calendar days of receiving the notice the party to whom notice is given shall name the person whom it appoints to the Arbitration Board and furnish the name of its appointee to the party who gave the notice;
- d) A person who has a pecuniary interest in a matter before the Arbitration Board, or is acting or has, within a period of one (1) year prior to the date on which notice of intention to, submit the matter to arbitration is given, acted as solicitor, counsel, or agent of any of the parties to the arbitration, is not eligible for appointment as a member of the Arbitration Board and shall not act as a member of the Arbitration Board.
- e) The two (2) appointees named by the parties to this Agreement shall, within ten (10) calendar days of the appointment of the second  $(2^{nd})$  of them, appoint a third  $(3^{rd})$  member of the Arbitration Board who shall be the Chairperson thereof;
- f) In the case where:
  - i) The party receiving the notice fails to appoint a member of the Arbitration Board; or
  - ii) The two (2) appointees of the parties fail to agree on the appointment of a third (3<sup>rd</sup>) member of the Arbitration Board within the time specified;

The Chairperson of the Labour Relations Board shall, upon the request of either party to this Agreement:

- iii) In the case mentioned in i) above, appoint a member on behalf of the party failing to make an appointment;
- iv) In the case mentioned in ii) above, or when the members appointed under clause
   v) below, fail to agree on the appointment of a third (3<sup>rd</sup>) member, appoint the third (3<sup>rd</sup>) member and the member so appointed shall be the Chairperson of the Arbitration Board; or
- Appoint both the member mentioned in i) above and the third (3<sup>rd</sup>) member mentioned in ii) above.
- g) The Arbitration Board shall hear evidence adduced relating to the alleged violation or difference; and argument thereon by the parties or by counsel on behalf of either or both of them; and shall make a decision on the matter or matters in dispute and the decision is binding on the parties and upon any person on whose behalf the agreement was made.
- h) An Arbitrator, or Arbitration Board, or a Board of Conciliation established under Subsection 22 (1) of *The Trade UnionAct*, may enlarge the time allowed by this Article or by the terms of this Collective Agreement for giving any notice or taking any step in the proceedings, whether the time allowed for the giving of the notice or the taking of the step has or has not expired.

## 8.02 Certain Rules and Procedures Applying

The rules and procedures set forth in Article 8.01 (Board of Arbitration) shall apply to any arbitration proceedings under this Agreement as though the Arbitrator were an Arbitration Board.

#### 8.03 Decision

The decision of the Arbitrator or Arbitration Board, as the case may be, shall be final and binding on the parties, and there shall be no lockout by the Employer and no stoppage of work by the Union because of the grievance being arbitrated.

# 8.04 Costs of Arbitration Board

Each party to the dispute shall bear the expense of the respective nominees to the Arbitration Board, if applicable, and the two (2) parties shall bear equally the expense of the Chairperson.

# 8.05 Power of the Arbitrator or Arbitration Board

The Arbitrator or Arbitration Board shall not have the authority to add to or subtract from, alter, modify, or amend any of the provisions of this Agreement.

# **ARTICLE 9 - SENIORITY**

#### 9.01 Definition of Seniority

Seniority shall be calculated from the last date of employment with Extendicare (Canada) Inc. Seniority shall accrue on all paid hours (exclusive of overtime) and all unpaid hours, as provided in Article 9.02, that are earned with the Employer.

#### 9.02 Accumulation of Seniority

Seniority shall be accumulated in hours. An employee shall earn seniority for:

- a) All paid hours exclusive of overtime;
- b) All paid leaves;
- c) Any authorized unpaid leaves of absence granted under Article 15.01 to a maximum of thirty (30) working days per calendar year;
- d) Time off while receiving benefits under the Workers' Compensation Act and/or Disability Income Plan and/or Income Replacement via the Automobile Accident Insurance Act:
- e) Union leave granted under Article 15.09 and 15.10;
- f) Maternity, parental, adoption, and pressing necessity leave;

# g) Temporary out-of-scope positions with the Employer not to exceed twenty-four (24) .months;

- h) Education leave;
- i) Public office and professional association leave.

Part-time, casual, and temporary employees who are on authorized unpaid leave shall accrue seniority based on the following formula:

Hours of Seniority AccumulatedSeniority HoursDuring the Previous 52 Weeks=Per Week of Leave5252=

# 9.03 Maintenance of Seniority

Subject to Article 9.02 and Article 9.04 of this Agreement, an employee who maintains employment with the Employer shall maintain accumulated seniority.

# 9.04 Loss of Seniority

An employee shall lose seniority and shall be deemed to have **severed** employment from the Employee in the event the employee:

- a) Voluntarily retires or resigns in writing from all employment held with the Employer;
- b) Has worked exclusively in a permanent out-of-scope position for more than one (1) year;
- c) Is a casual employee and has not worked within the Employer for a period of **one hundred and eighty (180) calendar days** exclusive of approved leaves of absence;
- d) Is laid off and has not returned to employment with the Employer for thirty-six (36) calendar months following the last date of lay-off from the Employer;
- e) Is discharged for just cause and not re-instated;
- f) Is not employed by another Extendicare facility and without justification fails to immediately return to work following the end of an approved leave of absence;
- g) Is laid off from any position with the Employer and accepts severance in accordance with Article 12.

# 9.05 Seniority List

a) The Employer agrees to post a seniority list **quarterly**. The first list is to be posted by March 1<sup>st</sup> reflecting the accrued seniority of each employee up to the last pay period in

December of the preceding year. In addition, the seniority **list** shall indicate separately the annual accrual of seniority hours for the preceding payroll year.

In no event, shall an employee accrue in excess of one thousand nine hundred and forty-eight point eight (1948.8) hours of seniority in a payroll year.

- b) The second (2<sup>nd</sup>) list is to be posted by June 1<sup>st</sup> reflecting the accrued seniority of each employee up to the last pay period in March of the current year. The third (3<sup>rd</sup>) list is to be posted by September 1<sup>st</sup> reflecting the accrued seniority of each employee up to the last pay period in June of the current year. The fourth (4<sup>th</sup>) list is to be posted by December 1<sup>st</sup> reflecting the accrued seniority of each employee up to the last pay period in September of the current year.
- c) Persons employed as full-time for the entire payroll year shall be eligible, subject to Articles 9.02, 9.03, and 9.04 to be credited with one thousand nine hundred and forty-eight point eight (1948.8) hours of seniority in a payroll year. Requests for adjustment shall be submitted by the employee pursuant to Article 9.05 e).
- d) Effective January 1,2002: Employees who take standby assignment shall be eligible for an adjustment to their annual accrual of seniority hours for the preceding payroll year based upon the following formula:

 $\frac{\text{Hours on Standby}}{3} = \text{Hours of Seniority}$ 

Requests for adjustment shall be submitted by the employee pursuant to Article 9.05 e). In no event shall any employee accrue in excess of one thousand nine hundred and forty-eight point eight (1948.8) hours of seniority in the payroll year, upon reconciliation with all seniority hours accrued pursuant to Article 9.02 a) to i).

- e) An employee has until May 1<sup>st</sup> of each year to submit proof of error in the annual accrual of hours referred to in Article 9.05 a). Upon proof of error, the Employer shall revise the seniority hours accordingly. Copies of the list, and revisions thereof, shall be forwarded to the Local Union Office simultaneously. These lists shall remain posted until replaced with an updated list in a place accessible to all employees.
- f) All adjustments shall be completed prior to the seniority list being posted on June 1<sup>st</sup> and the Employer shall disclose to the Union all adjustments in advance of completing same.
- g) The seniority list shall also indicate the employment status (part-time, full-time, casual) of the employee and their job title.

# **ARTICLE 10 - PROBATIONARY PERIOD**

# 10.01 Probationary Period for New Employees

Newly hired employee(s) with the Employer shall be on probation for a period of four hundred and eighty (480) hours worked or for the first six ( $\boldsymbol{6}$ ) months from their date of hire, whichever comes first. By mutual agreement of the parties, an extension may be granted for up to three hundred and twenty (320) hours worked or four (4) months, whichever comes first. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge only for reasons of general unsuitability. The Local Union Office shall be notified, in writing, of discharge within seven (7) calendar days. After completion of the probationary period, seniority shall be effective from the last date of employment.

An employee shall serve only one probation period from the last date of hire and it shall be served in one (1) Extendicare facility.

# **ARTICLE 11 - VACANCIES AND NEW POSITIONS**

# 11.91 Creation of New Classifications or Changes to Existing Classifications

- a) Where a new classification is created, a copy of the job description including the title and proposed rate of pay shall he forwarded to the Union at least thirty (30) days prior to the posting. **Upon receipt of the job description, the parties will commence negotiations in regards to both scope and rate of pay.**
- b) Where there are any significant changes to the content or qualifications of any existing classifications or positions, the Local Union shall be notified in writing of the changes and a copy of the revised job description shall be forwarded to the Local Union.
- c) The creation of new classifications or any significant changes to the content or qualifications of any existing classification or position shall be subject to negotiation for an appropriate rate of pay. Settlement shall be retroactive to the date of implementation of the new classification or the date in which the reclassification was requested in writing.
- d) Should agreement not be reached by the parties in such negotiations, the matter may be referred to arbitration in accordance with Article 8 (Arbitration) of this Agreement or some other mutually agreed to adjudication process.
- e) The Employer shall provide copies of current job descriptions to the Union upon request.

# 11.02 Job Postings

Vacancies or newly established positions shall be posted in areas accessible to all employees within **all Extendicare facilities.** Job vacancies shall be posted on Tuesdays of each week

unless another calendar day(s) for the postings is mutually agreed by the parties. **All employees** of the Employer shall be eligible to apply for all such vacancies.

Vacancies shall be posted for at least seven (7) calendar days, unless the parties agree to a longer or shorter posting period. Copies of postings shall be forwarded to the Local Union office.

# 11.03 Posting of Vacancies

- a) Job postings shall include:
  - Job classification;
  - Status (full-time/part-time, temporary/permanent);
  - Required qualifications;
  - Payrange;
  - Number of hours and shifts per defined length of rotation for part-time employees;
  - Closing date;
  - Multi-facility or specific to a facility or a department.

**The** Employer agrees to be bound by the terms outlined above in filling the posted position.

- b) For informational purposes, the following shall be included and it is recognized that these conditions may be subject to change:
  - Type of shifts (days, evenings, nights);
  - Date of commencement of the position;
  - Work area or nature of service.
- c) Should the Employer be unsuccessful in obtaining applicants with the qualifications required in the posting of the position, and intends to change the qualifications from those stated on the posting, the Employer shall re-post the position describing the required qualifications and fill the position in accordance with this Article.

# 11.04 Filling of Vacancies

New positions or vacancies shall be filled on the basis of seniority provided that the applicant possesses the necessary qualifications required to fill the position and the ability to perform the work.

#### a) Bidding of Vacancies

Employees shall be entitled to bid for a new position or vacancy by means of written application. Wherever possible, vacancies shall be filled by employees within the scope of this Agreement.

#### b) Commencement of Job

Whenever possible, an employee selected from the posting procedure shall commence the job within four **(4)**weeks after the date of notification of selection to the position unless mutually agreed otherwise.

#### c) Appointment of Applicant

Within five (5) days of awarding the position, the name of the selected applicant will be posted on designated bulletin hoards for a minimum of seven (7) calendar days, with a copy forwarded to the Local Union Office.

#### d) Letter of Appointment

**All** positions shall be confirmed in writing by a letter of appointment which shall include:

- Status;
- Number of hours and shifts per defined length of rotation;
- After discussion with the part-time employee, reference to their availability for casual work.

# e) If an employee vacates the position within thirty (30) calendar days of the commencement date, the vacated position shall be offered to other qualified applicants from the original posting in accordance with the above provisions. Should there be no other qualified applicant, the position shall be reposted.

# 11.05 Trial Period

Employees who are reclassified, transferred, promoted, or demoted shall be considered on trial in their new position for the first three hundred and twenty (320) hours worked following the date the employee commences work in the new position. This period may be extended by mutual agreement up to an additional three hundred and twenty (320) hours worked.

If the employee changes from one (1) position to another within the same classification and work area and facility, there shall be no trial period.

Within the first thirty (30) calendar days of the trial period, the employee may be returned to their former position without loss of seniority or pay if, in the opinion of the Employer, the employee is unsuitable for the position, or, at the employee's request.

Thereafter, during the remainder of the trial period the employee may be returned to their permanent position if, in the opinion of the Employer, the employee is unsuitable for the position, or, at the employee's request. The employee will be returned to their permanent position, without loss of seniority, and at their former rate of pay. Article 13.04 (Work Schedules) shall not apply.

This Article applies to any employees affected by the movement of such employees.

#### 11.06 Rates of Pay

#### a) Pay on Promotion

The hourly rate of an employee promoted to a higher classification shall be advanced to that hourly rate in the applicable Pay Grade which is next higher than the employee's highest current hourly rate, or to the hourly rate which is next higher again if the initial advancement of the hourly rate is less than the employee's next normal increment in the highest Pay Grade.

#### b) Pay on Demotion

When an employee accepts or is placed in a position in a lower paid classification, the employee's hourly rate shall remain the same if such rate exists within the new classification. If no such rate exists, the employee's hourly rate shall be at the **step** next below the employee's highest current hourly rate of pay.

# c) Pay For Work in Same Classification or Pay Grade

Employees who are employed in the same classification or in different classifications in the same Pay Grade, with the Employer, shall be paid at the same step in the applicable salary schedule. The step shall be determined based on the highest increment level currently held.

#### 11.07 Work Assignment

Where work is to be done, which under the terms of this Agreement does not require posting, assignments shall be made on the basis of seniority within the department provided the employee possesses the necessary qualifications required to fill the position and the ability to perform the work. Such assignments may be made at the same classification, at a higher classification, or at a lower classification.

#### a) Working at a Higher Paid Classification

An employee temporarily assigned to perform duties of a higher paid classification, within the bargaining unit, shall be paid in accordance with Article 11.06 a) (Pay on Promotion).

# b) Working at a Lower Paid Classification

An employee temporarily assigned to perform the duties of a lower paid classification shall not suffer any reduction in their hourly rate of pay.

# 11.08 Temporary Vacancies

Temporary vacancies of three (3) months or longer shall be posted within the facility subject to the posting provisions identified in Article 11. First preference shall be given to applicants from the facility where the vacancy exists. Temporary positions not filled from within the facility shall be posted **in all Extendicare facilities.** 

- a) Two (2) additional postings shall be required for the position of the employee transferred as a result of the original posting. Subsequent vacancies shall be assigned according to Article 11.09 (Call-In System).
- b) An employee shall not be considered for another temporary position at the same status (e.g. part-time) until having served five (5) months in the current temporary position, or until it has concluded. When the temporary work becomes redundant, the employee shall be returned to his/her permanent position. If the employee who created the original vacancy returns, the temporary employee shall be returned to their permanent position and Article 13.04 (Work Schedules) shall not apply in such circumstances to any employee(s) affected by the change(s).
- c) Should the temporary vacancy subsequently become a permanent position, it shall be posted and filled in accordance with Article 11.
- d) No temporary position shall exceed two (2) years and one hundred and nineteen (119) consecutive calendar days unless agreed to between the Employer and the Union. The Employer agrees to review with the Union all temporary jobs which exceed one (1) year in duration on a semi-annual basis to determine whether such positions should be posted as permanent positions.
- e) If, as a result of the posted temporary vacancy, an individual is hired from outside the bargaining unit, they shall be hired for the specific period of the vacancy. The term of employment may be extended beyond the term of the vacancy by mutual agreement between the Union and Employer.

# 11.09 Call-In System

a) The opportunity for, first part-time, then casual employees to work additional shifts or enhance their hours shall increase according to seniority, provided they possess the necessary qualifications and the ability to perform the work.

# b) Aims and Principles

The parties to this Agreement resolve that the call-in system exists to ensure service continuity in the absence of permanent staff. The call-in system should be:

- i) Easy to understand;
- ii) Operationally viable;
- iii) Seniority driven;
- iv) Complementary to the organizational structure;
- v) In recognition of employees who commit to permanent part-time employment.

# c) Procedure

The parties therefore agree that the following provisions shall apply to all allocation of such work:

- Where employees agree to work additional shifts or additional hours that fall outside the assigned schedules, such work shall not be construed as a change of shift;
- ii) Employees shall not be called to perform call-in work from:
  - Absence covered by W.C.B. and/or D.I.P and/or Automobile Accident Insurance Act.
  - Approved Leave of Absence (paid and unpaid), except as provided for in Article 15.12.
  - Vacation.
- Employees seeking call-in work shall make advance written application to the Department Director or designate on the prescribed Pro-Forma Application for Call-In Work form. The form shall indicate:
  - a) Classification(s) desired;
  - b) Qualifications and specific training possessed;
  - c) Availability and amount of notice required for additional work;
  - d) Length and type of shift desired; and
  - e) Agreement to waive weekend overtime rate as specified in the Collective Agreement.

Employees may revise or amend their applications on or before the commencement date of the three (3) week period defined in Article 13.01. Such revisions shall take effect upon the commencement of the following three (3) week period.

Where an employee is consistently unavailable for call-in, the parties shall review with such employee **her/his** eligibility for future call-in.

iv) List Determination

Call-in lists will be based upon existing practises as of date of signing of the Collective Agreement. The parties signatory to the Collective Agreement may enter into subsequent negotiations to determine the parameters of call-in lists.

v) Call-in List Eligibility

Dependant upon employment opportunities and employee availability, employees shall be eligible to be on call-in lists as agreed by the parties. In the absence of such agreement, employees shall be eligible to have their names on three (3) call-in lists.

No additional employees shall be hired until such time as other than full-time employees have been afforded the opportunity to orient in and be placed upon the call-in lists as provided above. An employee on a call-in list who has not worked for one hundred and eighty (180) consecutive calendar days shall be removed therefrom.

New employees shall be included on the call-in list based upon their date of hire, until such time as their seniority has been established pursuant to Article **10.01.** In the event that the date of hire is the same for two (2) or more employees, call-in placement shall be determined by earliest month of birth.

vi) Hours of Work and Days Off

Unless overtime is paid in accordance with Article 13.07, employees cannot work in excess of eight (8) hours per day or one hundred and twelve (112) hours per three (3) week period. No waiver of such overtime pay shall be requested or allowed.

Employees shall receive no less than six (6) days off per three (3) week period.

Employees must advise their Employer that they will be in an overtime situation if called in for or assigned additional work which exceeds eight (8) hours per day, or one hundred and twelve (112) hours per three (3) week period, or if they will not have eleven and one-half  $(11\frac{1}{2})$  consecutive hours of rest.

vii) Hours of Rest

After having worked eight (8) hours in a day, employees must be scheduled for at least eleven and one-half  $(11 \frac{1}{2})$  consecutive hours of rest calculated from the last hour worked. Alternatively, and for the purposes of an employee either **working** additional shifts or enhancing their hours, an employee can report to work only twice (2x) in each twelve and one-half (12 \frac{1}{2}) hour period. It

is understood that the eight (8) hours of work must be encompassed within the twelve and one-half  $(12 \frac{1}{2})$  hour period, as calculated from the time the employee first reports to work.

viii) Employees shall be offered additional work that becomes available in order of seniority as follows:

First (1<sup>st</sup>) preference shall be given to qualified part-time employees within their home department and classification. Second (2<sup>•</sup>) preference shall be given to qualified casual employees on the call-in list(s):

- a) Where work becomes available within twenty-four (24) hours it shall be offered to employees in order of seniority not excluding employees who are on short shifts or scheduled to work short shifts. If there is no immediate personal response to such a call, the shift shall be offered to the next senior employee on the list. Only one (1) enhancement of hours shall be offered within the twenty-four (24) hour period, prior to the actual shift being worked.
- b) For work that becomes available with more than twenty-four (24) hours notice, employees shall be given a definite date and time deadline for responding.
- ix) Part-time employees cannot give up their part-time shifts in their home department and classification to work in other departments. Part-time employees who perform call-in work outside their home department and classification will be considered as casual employees.

Except as otherwise provided herein, employees shall be expected to work their scheduled shifts. It is further understood that once an employee accepts an offer of additional work, **he/she** is obligated to report for that work unless subsequently granted paid or unpaid leave pursuant to the Collective Agreement.

- x) Call-in lists shall be maintained on a quarterly basis. A copy of the most current list(s) shall at all times remain posted or otherwise conspicuously displayed. In case of any dispute regarding call-in, SEIU shall forthwith be provided with a copy of the applicable call-in list.
- Employees offered additional shifts in error can have those shifts changed within the posted and confirmed period without the triggering of overtime, as a result of a changed schedule, provided the Employer makes such change within forty-eight (48) hours of offering the additional shift(s) in error.

In the event that an error is discovered more than forty-eight **(48)**hours after it was made, the Employer shall offer the work to the senior employee while honouring the commitment made to the junior employee.

If the error is discovered and reported to the Employer or designate no later than seven (7) calendar days after the work is performed, the senior employee not called shall be paid for all lost hours. After the seven (7) days, the Employer will not be subject to payment.

- xii) This protocol applies to additional work which was not foreseen when the master rotation was created by each department. It in no way supersedes or replaces the scheduling or posting provisions of the Collective Agreement, and the parties hereto agree to apply this protocol in a manner complementary to other provisions of the Collective Agreement.
- xiii) The parties acknowledge that matters contained herein require their full cooperation and consequently they agree to make every effort to meet and address points of dispute. Matters not resolved may be referred to the grievance procedure at Step Two.
- xiv) The call-in system provided in this Article shall be implemented unless and until the parties negotiate a more specialized agreement. All such improvements and/or refinements shall be reduced to writing. Should a more specialized local agreement be terminated by either Union or Employer, this Article shall apply from the expiration of any required notice period, or the date of termination, whichever is the later.

#### 11.10 Special Classification Adjustments

Except where otherwise agreed between the Union and Employer, an employee whose salary is upgraded as a result of negotiations shall be advanced to that step in the scale which is commensurate with the seniority hours in the job classification. There shall be no change in the employee's anniversary date or increment date.

Upon implementation of an agreed to gender neutral job evaluation plan, this sub-clause will cease to have application.

# ARTICLE 12 - LAY-OFF AND RE-EMPLOYMENT

#### 12.01 Lay-off

A lay-off shall be defined as a reduction in staff or a reduction in the hours of work of any fulltime or part-time employee. Lay-off does not apply to temporary or casual employees. For purposes of this Article, a temporary employee shall be defined as an employee recruited from outside the bargaining unit for a predetermined period of time.

#### 12.02 Notification of Lay-off

When lay-offs are contemplated the Employer shall notify the Union prior to notifying the affected employees. All employees affected by lay-off shall receive written notice of lay-off. The Employer shall serve notice of lay-off to the most junior employee(s) in the affected positions within the classification where it is determined the reduction is required. The initial

lay-off notice, as established by the Employer, shall be the start date. Employees who are in receipt of the initial lay-off notice will receive ten (10) weeks notice. Employees subsequently bumped will receive the greater of the balance of the ten (10) weeks notice from the start date or the notice period provided by Labour Standards, but in no case will receive less than fourteen **(14)** calendar days notice. If the employee laid off has not had the opportunity to work the above notice period, the employee shall be paid in lieu of work for that period of the notice period for which work was not made available. However, in this notice period, if regular duties are unavailable, the Employer may assign duties other than those normally connected with the classification in question.

#### 12.03 Discussion of Options and Time to Elect

#### a) i) Seniority List

An agreed upon seniority list shall be available to the Union and shall be accessible to the employees.

# ii) Seniority Pool

Employees initially laid off shall form a pool and be ranked in order of seniority. At all times, the most senior employee in the pool is the first to identify their option under Article 12.03 b) ii). As more junior employees are bumped, they are added to the pool and ranked in order of seniority to identify their preferred option.

#### b) i) Options

After the employee has received the lay-off or displacement notice, the Employer shall schedule a meeting to discuss available options in accordance with Article 12.03 b) ii).

- ii) The employee shall select one of the following options:
  - To exercise bumping rights;
  - To accept reduced work hours;
  - To accept lay-off;
  - To resign;
  - To terminate all employment with the Employer and accept severance based on seniority hours divided by one thousand nine hundred and forty-eight point eight (1948.8) times forty (40) hours times the rate of pay applicable to the position where the lay-off actually occurred;
  - To retire under the terms of the pension plan;

- To work as a casual employee, under the terms of Article 11.09 in the classification and work area/service/department from which the employee was laid off.
- c) The Employer shall meet with each employee, in order of seniority, with a Union Representative present, to explain their options. The employee shall be provided with sufficient information regarding each option. The employee will have forty-eight (48) hours from the conclusion of the meeting to make a selection. This period may be extended by mutual agreement.

Where the time limits set out in Article 12.03 c) expire on a Saturday, Sunday, or Statutory Holiday, the expiry of the time limits shall be deemed to be twelve (12:00 P.M.) noon on the following day.

- d) i) An employee who wishes to bump another employee from their position shall be provided with an opportunity to visit the worksite and meet with the Department Head or designate to obtain information regarding the desired position;
  - ii) Any visit to the work site will be scheduled for a time convenient to the employee and the Department Head or designate;
  - Work schedules and job descriptions in effect at that time, and applicable to the employee, will be made available to the employee before making a decision to bump.

# 12.04 Displacement of Employees

- a) Within the facility, a laid off or bumped employee may exercise seniority, provided they have the necessary qualifications required to fill the position and the ability to perform the work, subject to the following:
  - Employees shall choose to bump into a higher paid, lower paid or same paid classification in the work area/service area/department of their choice in which they wish to exercise their seniority;
  - ii) Employees shall choose to exercise their seniority into either a full-time or parttime position within the classification specified in Article 12.04 a); and
  - iii) In determining the position into which the laid off or displaced employees will bump, consideration will be given to such factors as work schedules (e.g. days, evenings, nights, Monday to Friday shifts vs. rotational shifts, hours of work per shift vs. number of shifts worked) and work location. Within the options available and after making a selection, all things being relatively equal, the employee shall bump the most junior employee in the classification and work area/service area/department.

- b) A laid off or bumped employee may exercise seniority within the same occupation at any alternate facility with the Employer provided they have the necessary qualifications required to fill the position and the ability to perform the work subject to the following:
  - i) The employee shall bump the least senior employee at the same status within the same occupation;
  - For the purposes of Article 12.04 b), same occupation shall be defined as either the same classification or similar classification where the core duties and qualifications are similar in nature.

#### 12.05 Local Negotiations

Notwithstanding the above displacement procedures, the parties at any time, can formulate special measures to modify the above displacement procedures to take into account the desire of the parties to minimize the impact of displacement or to deal with particular operational considerations.

#### 12.06 Reporting

Periodic updates as to the status of employees who have been served with lay-off and have made their elections shall be provided to the Local Union Office.

12.07 Notice of Lay-off Cancelled

An employee who has selected an option in accordance with Article 12.03 b) shall have the option confirmed in writing by the Employer with a copy to the Local Union Office. Employees with a confirmed option shall be deemed to be relieved of lay-off notice and will move to their new position as soon as possible as determined by the Employer. However, such employees shall maintain their pre-lay-off hourly rate of pay and regular earnings for the duration of the notice period.

12.08 Orientation Period

Employees who bump to new positions will be given reasonable orientation. The extent of the orientation will be explained to the employee and Union in advance of the decision to bump.

12.09 Employer to Provide Counselling

The Employer shall endeavour to provide counselling and support mechanisms to employees who are directly affected by a lay-off.

#### 12.10 Trial Period Upon Displacement

Employees who exercise their seniority rights to bump another employee in the same classification shall not be required to serve a trial period as set out in Article 11.05 (Trial Period). Employees who bump into a differentjob classification shall be required to serve the trial period as set out in Article 11.0*s* (Trial Period). If, in the opinion of the Employer, an employee is demonstrably incapable or unsuitable for the position, the employee shall be

allowed to exercise their seniority on one (1) additional occasion to bump a more junior employee.

If an employee chooses to displace at an alternate site and is subject to a trial period and fails the trial period, they shall return to the site from which they received lay-off notice to exercise an additional bump.

## 12.11 Rights of Employees On Lay-off

Employees who receive lay-off notice and do not elect an option in Article 12.03 b) shall retain their seniority and be eligible to apply for vacant positions for thirty-six (36) months following the date of lay-off.

#### 12.12 Rights of Employee Upon Re-Employment

When an employee is re-employed after lay-off, in a position with the same salary range as the classification held prior to lay-off, the employee shall be paid at the step which was being paid at the time of lay-off, and the increment date will be continuous with the time worked from the original date of employment.

Employees who are re-employed after lay-off in a higher or lower paid classification shall be placed in the new salary range in accordance with Article 11.06 (Rates of Pay). The employees will retain their accumulated sick leave credits, if any, and service toward calculation of vacation credits existing at such time of lay-off, if re-employed within thirty-six (36) calendar months.

#### 12.13 Orientation and Trial Period Upon Re-employment

- a) Employees who are re-employed in their former job classification in accordance with Article 12.12 (Rights of Employees Upon Re-employment) will not have to serve a trial period but will be given reasonable orientation.
- b) Employees who are re-employed in a new job classification pursuant to Article 12.12 (Rights of Employees Upon Re-employment) shall be entitled to a trial period in accordance with Article 11.05 (Trial Period). The employees shall be<sub>1</sub>given reasonable orientation.

Employees who fail the trial period in the new job classification shall be returned to layoff status. Work performed in the trial period will not cause the extension of the original thirty-six (36) month lay-off period.

#### 12.14 Provision for Amendment

It is recognized by the parties that certain provisions set out in this Article may be amended or expanded subject to negotiations on a local basis.

# 12.15 No New Employees Hired

No new employees shall be hired until those laid off have been given an opportunity for reemployment to positions for which they possess the qualifications and abilities sufficient to perform the required duties.

# **ARTICLE13 - HOURS OF WORK**

#### 13.01 a) Standard Application

 Normal full-time hours of work shall be one hundred and twelve (112) hours in a three (3) week period divided into shifts of eight (8) consecutive hours (exclusive of a specified meal period) calculated **from** April 17, 2000. Hours worked in excess of the above-stated hours shall be classed as overtime and paid at overtime rates of pay.

#### For the purposes of calculating eight (8) hours per day or one hundred and twelve (112) hours per three (3) week period, paid vacation, sick leave, paid and unpaid leave of absence, pay for call-in errors, and Statutory Holiday pay shall be included.

- ii) During each three (3) week period employees shall be scheduled six ( $\delta$ ) regularly scheduled days off. The seventh ( $7^{th}$ ) day of rest shall be scheduled in conjunction with the employee's regular days off, or scheduled Statutory Holiday off, or on a day which is mutually agreed upon.
- b) Effective April 17, 2000, no employee shall be called in or scheduled for work less than four **(4)**hours in duration, subject to the following:
  - i) Newly-created positions shall consist of shifts not less than four (4)hours in duration;
  - Where established three (3) hour shift positions are vacated, the Employer and Union will review the position with a view to extending the shift length to four (4)hours or greater;
  - This Article will not prevent the Employer from replacing a currently established three (3) hour shift on a temporary basis or for call-in purposes;
  - iv) Shifts shall be paid as scheduled or offered and accepted.

# 13.02 Definition of a Day

A day shall be any twenty-four (24) hour period calculated from the time that the employee commences the scheduled shift.

# 13.03 Definition of a Week

A week shall mean that period between the end of the evening shift on Sunday and the end of the evening shift on the immediately following Sunday.

### 13.04 Work Schedules

- a) Provisional work schedules shall be posted twenty-eight (28) calendar days in advance in a place accessible to the employees. Work schedules shall be confirmed and posted no less than *two* (2) calendar weeks in advance of the actual week being worked as defined in Article 13.03.
- b) Employees shall notify the Supervisor in writing in advance of trading shifts of equal length between themselves. Deviation from the posted schedule, which results from employees trading shifts with other qualified employees, shall not be subject to the overtime provisions.
- c) When an employee is required to change their shift from the posted and confirmed schedule, as a result of an Employer directive, the employee shall be paid **a premium** at the rate **of** double time (2X) *for* all shift(s) so changed. It is agreed, however, that in emergency circumstances which could not have been foreseen by the Employer, the double time (2X) rate shall only be paid for the first (1<sup>st</sup>) four (4) shifts so changed.
- d) Employees shall receive no less than two (2) consecutive days off, unless single days off are arranged by mutual agreement between the Employer and the Union;
- e) Employees shall not be required to work more than seven (7) consecutive days without receiving days off, unless work schedules, which are acceptable to the majority of employees affected by the schedule and the Union, have been agreed upon;
- f) When an employee returns unexpectedly from any leave, the employee scheduled to work the relief assignment shall have her/his shifts cancelled without any notice and without any cost to the Employer;
- g) By mutual agreement, the parties may negotiate extended shift agreements supplementary to this Agreement;
- h) Employees scheduled for shift rotation shall have shifts rotated as equally as possible relative to other employees on the ward or unit. At the request of the employees on a ward or unit, and where the preference of the employees is such, the objective shall be for employees to rotate only between two (2) shifts.

### i) Rest Periods Between Change of Shifts

Failure to provide at least fifteen and one-half  $(15\frac{1}{2})$  hours rest between shifts shall result in payment of overtime at established rates for any hours worked during such rest periods, except as mutually agreed between the Employer and the Union;

### j) Split Shifts

Split shifts will only be implemented with prior mutual agreement between the Employer and the Union.

### 13.05 Rest Periods

Employees who work more than three (3) hours but not more than six (6) hours shall receive one fifteen (15) minute rest period.

Employees who work more than six (6) hours shall receive two (2) fifteen (15) minute rest periods.

The time of the rest period shall be scheduled by the Employer. Every effort will be made to grant such periods midway between each half shift.

### 13.06 Meal Periods

One (1) unpaid meal period of one-half ( $\frac{1}{2}$ ) hour shall be scheduled for each employee working a shift of at least five and one-half ( $5\frac{1}{2}$ ) hours (exclusive of meal period). Where an employee is working a shift of less than five and one-half ( $5\frac{1}{2}$ ) hours, an unpaid meal period shall not be scheduled, unless by mutual agreement between the Employer and the Union. In the event the employee is recalled to work during the scheduled meal break or otherwise is unable to utilize the meal break, such time shall be provided later in the shift or, paid at one and one-half ( $1\frac{1}{2}$ ) times the employee's applicable rate of pay.

It is agreed and understood that current practices will be maintained regarding meal periods in excess of a one-half ( $\frac{1}{2}$ ) hour period.

### 13.07 Overtime

- a) All hours worked in excess of those stated in Article 13.01 shall be defined as overtime and paid at the rate of one and one-half (1<sup>1</sup>/<sub>2</sub>) times the regular rate of pay for the first (1<sup>st</sup>) four (4) consecutive hours and double (2X) the regular rate of pay for hours worked in excess of four (4) consecutive hours in that day. For other than full-time employees, overtime will not be paid until normal full-time hours of work per day or three (3) week period are worked.
- b) An employee who works overtime between 2400 and 0700 hours and where such hours are in conjunction with his/her regular shift shall be paid at the rate of double (2X) his/her regular rate for all hours so worked. If the evening shift ends before midnight and the employee is required to work overtime continuous with the evening shift, and the overtime ends after midnight, then the entire overtime period shall be paid at double (2X) the regular rate.
- c) The Call-In System must first be utilized when replacing absent staff:
  - i) Overtime shall be offered to employees within the department in the same classification on the basis of seniority, provided the employee possesses the

necessary qualifications required to fill the position and the ability to perform the work;

- ii) In the event that the overtime being worked is of a duration that is less than the minimum report period, it shall be offered to the senior employee already working. This does not authorize the Employer to fragment shifts, unless it can be demonstrated that the shift cannot be filled otherwise.
- d) If an employee is required to work in excess of the regular hours of work on the day of a Statutory Holiday, such overtime shall be paid at double (2X) the regular rate.

#### 13.08 Overtime Against Wishes

Employees will not be required to work overtime or be on standby against their wishes when other qualified employees within their work unit are willing to perform the required work or take such standby.

### 13.09 Time Off in Lieu

By mutual agreement between the Employer and the employee, the employee may take time off, calculated at the appropriate overtime rate, in lieu of overtime pay.

#### 13.10 Standby

### a) Definition of Standby Assignment

Standby assignment shall mean any period during which the employee is not on regular duty, the duration of which is not less than eight (8) hours during which the employee is on standby, and must be available to respond without undue delay to any request to return to duty.

#### b) Alternate Arrangements for Standby

Provided it is agreed *to* by the Employer in advance, employees on standby may make mutual arrangements with other qualified employees to replace them, and must advise the Employer of such change.

# c) Standby payment shall be in addition to any call back compensation.

#### d) Standby Payment

Employees assigned to standby shall receive a standby premium as follows:

- i) One dollar and three (\$1.03) cents per hour for each hour on standby on a regular working day with **a** minimum payment for eight (8) hours;
- One dollar and thirty-three (\$1.33) cents per hour for each hour on standby on days off and Statutory Holidays with a minimum payment for eight (8) hours.

# Effective April 1,2002:

All Employees assigned to standby shall receive a standby premium as follows:

- i) <u>Two dollars and nineteen (\$2.19) cents per hour for each hour on standby</u> on a regular working day with a minimum payment for eight (8) hours;
- ii) <u>Four dollars and twelve (\$4.12) cents</u> per hour for each hour on standby on days off and Statutory Holidays with a minimum payment for eight **(8)** hours.

### 13.11 Call-Back

a) Call-Back After Completion of Shift

Any employee who is called back to work after having completed the regular work schedule, and having left the facility premises, shall be paid for a minimum of two (2) hours at a rate of time and one-half  $(1 \frac{1}{2})$  the regular rate, provided that if such employee is called back a second  $(2^{nd})$  time within two (2) hours of the original callback, the employee shall not be paid an additional amount for such call-back.

b) Call-Back After Midnight or on Statutory Holidays

Employees who are called back and required to work between the hours of 2400 (midnight) and 0700 hours or on Statutory Holidays shall be paid at the rate of double (2X) the regular rate of pay for all hours so worked with a minimum of two (2) hours at the rate of double (2X) the regular rate.

However, should **a** call-back referred to above, commence prior to 2400 hours (midnight) or continue after 0700 hours, such period of time (outside of the frame of 2400 and 0700) shall be paid at the rate of one and one-half  $(1 \frac{1}{2})$  times the regular rate of pay.

c) Call Back on a Scheduled Day(s) Off

Employees required to work their scheduled day or days off shall receive double (2X) the regular rate of pay for such day or days off worked.

d) Call Back During Vacation

Employees called back from their vacations shall be paid at the rate of double (2X) the regular rate of pay for all hours worked. Such vacation days so worked shall be rescheduled.

e) Telephone Consultation

An employee, who after leaving work, receives a work-related telephone call to provide off-site assistance and which does not involve a return to the workplace shall be paid a flat rate of five (\$5.00) dollars **par** call for calls less than fifteen (15) minutes duration.

Calls longer than fifteen (15) minutes shall be paid for each one-half  $\binom{1}{2}$  hour or portion thereof at the regular rate of pay.

### 13.12 Transportation Allowance

Effective July 1, 1999, all employees not previously in receipt of the premium as specified above shall be entitled to same.

- a) Employees who are called back to work and require transportation, will use either the taxi company designated by the Employer and will charge the return fare to the Employer, or where employees are required or choose to use their own mode of transportation, they shall be paid at the basis of thirty (\$0.30) cents per kilometre with a minimum of three dollars and fifty (\$3.50) cents per round trip.
- b) When an employee is requested and agrees to use his or her own automobile for Employer's business after the normal travel to work and before travelling home from work, such employee shall be paid at the basis of thirty (30) cents per kilometre with a minimum of three dollars and fifty (\$3.50) cents per round trip. The above arrangements may be altered by mutual agreement between the Union and the Employer.

# EFFECTIVE THE DATE OF SIGNING THE COLLECTIVE AGREEMENT

- a) Employees who are called back to work and require transportation, will use either the taxi company designated by the Employer and will charge the return fare to the Employer, or where employees are required or choose to use their own mode of transportation, they shall be paid at the basis of **thirty-two (\$0.32) cents** per kilometre with a minimum of three dollars and **fifty** (\$3.50) cents per round trip.
- b) When an employee is requested and agrees to use his or her own automobile for Employer's business after the normal travel to work and before travelling home from work, such employee shall be paid at the basis of thirty-two (\$0.32) cents per kilometre with a minimum of three dollars and fifty (\$3.50) cents per round trip. The above arrangements may be altered by mutual agreement between the Union and the Employer.
- c) The kilometre rate shall be adjusted by the same percentage as the Saskatchewan Private Transportation Index (SPTI) published by Statistics Canada for the review periods. The adjustment will be rounded off to the nearest one hundredth (11100) per cent. The base index is the October 2001 SPTI and the base rate shall be thirty-two (\$0.32) cents per kilometre. Review periods and adjustment effective dates shall be as follows:

<b>REVIEW PERIOD</b>	EFFECTIVE DATE OF ADJUSTMENT
Base to March 2002	June 1, 2002
Base to October 2002	December 1, 2002
Base to March 2003	June 1, 2003
Base to October 2003	December 1, 2003

### 13.13 Shift Premium

A shift premium of seventy (\$.70) cents per hour shall be paid to employees working shifts, (including shifts worked on Statutory Holidays) whereby, the majority of such hours fall within the period 1500 hours and 0800 hours. Shift premium shall not apply to overtime hours worked.

### 13.14 Weekend Premium

A weekend premium of thirty (\$.30) cents per hour shall be paid for each hour worked by an employee on each shift where the majority of hours of the shift fall between 0001 Saturday and 2400 Sunday. Where an employee is receiving overtime pay, weekend premium will not apply.

### 13.15 Weekends Off

Effective April 17, 2000, all employees shall have at least one (1) weekend off in every three (3) week period. Those employees required to work on the third  $(3^{rd})$  Saturday and/or Sunday shall be paid at overtime rates of pay for all hours **so** worked on the third  $(3^{rd})$  Saturday and/or Sunday, except where it is mutually agreed otherwise between the Employer and the Union. Insofar as possible, within established staffing patterns, employees shall be scheduled for weekends off on an equitable basis.

### 13.16 Expansion of Hours

Expansion of hours shall not be permitted on a continuing basis without the agreement of the Employer and the Union.

### **ARTICLE 14 - STATUTORY HOLIDAYS**

#### 14.01 Statutory Holidays

For the purpose of this Agreement, the following shall be considered Statutory Holidays:

New Year's Day Good Friday 2<sup>nd</sup> Monday in June Remembrance Day Christmas Day Boxing Day Saskatchewan Day Labour Day Thanksgiving Day Victoria Day Canada Day

and all other federally, provincially, and civically proclaimed holidays, provided, however, that a civically declared holiday in lieu **of** the above-named Statutory Holiday shall not be considered a holiday. Notwithstanding any other section of this Agreement, premium pay, as referred to in Article 14.03 shall be paid for work on the actual calendar day, and shall not be paid for work on any alternate named day.

14.02 Statutory Holiday on Scheduled Day Off

Where a Statutory Holiday falls on a full-time employee's regular or scheduled day off, such employee shall receive another day off with pay.

14.03 Working on a Statutory Holiday

In order to be paid for **a** Statutory Holiday worked, the majority of the employee's working hours must fall on the actual day of the Stat.

a) Full-time employees required to be on duty on any of the holidays described in Article 14.01 shall be paid at the rate of time and one-half (1 ½) their regular rate of pay, plus time off with pay equal to the regular hours worked, such time off to be scheduled within four (4) weeks before or after the week in which the holiday occurs.

The employee shall have the Statutory Holiday off on a day mutually agreeable between the Employer and the employee subject to Article 13.04.

- b) All Other Than Full-Time Employees
  - i) Who do not work on a Statutory Holiday shall receive Statutory Holiday pay calculated on the following basis, whichever is the greater.

If the employee has worked at least two (2) of the four **(4)** previous days of the same name as the day that the holiday falls on, Statutory Holiday pay for the average number of hours worked on those days;

#### OR

Number of Paid Hours In the Immediately Preceding Four (4) Week Period 149.3		X		Normal Full-Time Hours Per Day	
X	Employee's Hourly Rate of Pay	=		Statutory Holiday Pay	

- Who work on a Statutory Holiday shall be paid at the rate of one and one-half (1 <sup>1</sup>/<sub>2</sub>) times the regular rate plus Statutory Holiday pay, calculated in accordance with either of the above formulae (whichever is greater).
- e) In the event that any Statutory Holiday(s) occur during the first (1<sup>st</sup>) thirty (30) consecutive calendar days of any unpaid Leave of Absence, the employee shall be entitled to Statutory Holiday pay, pursuant to Article **14.03** a) or b).
- 14.04 Christmas and New Year's Day Off

The Employer shall endeavour to schedule the employee for at least Christmas Day or New Year's Day off.

# **ARTICLE 15 - LEAVES OF ABSENCE**

# 15.01 General Leave of Absence

Insofar as regular operations permit, leave of absence without pay shall be granted to the employee provided the employee furnishes reasons for requiring such leave. The Employer shall respond to all requests for leave of absence within seven (7) days of receipt of the request. **All** requests for leave of absence shall be submitted in writing to the person responsible for scheduling with a copy to Human Resources and a copy to the Local Union Office when leaves are denied.

### 15.02 Maternity Leave

Unpaid leave of absence shall be granted to an employee for maternity. **An** employee must make written application for the leave of absence no later than fifteen (15) calendar days in advance, except in extenuating circumstances.

a) The length of the leave of absence shall be for a period not to exceed **eighteen (18) months.** 

If an employee's original request for maternity leave was less than **eighteen (18) months**, she shall be entitled to one (1) extension of said leave such that the entire leave of absence shall not exceed **eighteen (18) months**.

In extenuating circumstances, where in the opinion of a medical practitioner such action is advisable, the leave shall be further extended.

- b) Such leave will be granted with assurance that the employee will resume employment in the same position or in a comparable position and at the same range of pay occupied prior to the granting of such leave. In the event the employee on maternity leave is affected by lay-off, she shall be afforded access to the provisions of Article 12 (Lay-off and Re-Employment).
- c) Notice of intention to return to work or request for change of length of leave of absence must be forwarded to the Employer fifteen (15) calendar days prior to the expiration of the leave. An employee may submit only one (1) request for a change of length of leave of absence.

The Employer is not required to allow an employee to resume her employment until after the expiration of the fifteen (15) calendar days notice.

d) An employee unable to perform her regular duties but able to perform other work shall, where possible, without affecting the seniority rights of other employees, be permitted to do so at the appropriate rate of pay for the position she is filling.

### e) Access to Sick Leave

Sick leave shall not be granted for the actual period of maternity leave, as defined in Article 15.02 a). However, an employee who is pregnant during her period of service

with the Employer shall have access to sick leave credits for **any health-related absence relative to the pregnancy (either during or after)** while she continues **employment** with the Employer.

#### 15.03 Adoption Leave

Upon request, an employee shall be granted up to **eighteen (18) months** leave of absence without pay for legal adoption purposes. In the event an employee on adoption leave is affected by lay-off, the **employee** shall be afforded access to the provisions of Article 12 (Lay-off and Re-Employment).

# 15.04 Parental Leave

Upon request, an employee whose spouse is expecting **a** child shall be granted up to **thirty-seven (37) weeks** unpaid leave which can be taken during the three (3) months before or during the twelve (12) months after the birth of the child. In the event an employee on parental leave is affected by lay-off, the **employee** shall be afforded access to the provisions of Article 12 (Lay-Off and Re-Employment).

### 15.05 Family Illness Leave

The purpose of family illness leave is for the employee to access time away from work, without loss of pay, in circumstances where a family member as defined in Article 15.08 is ill and requires the attention of the employee. When requesting family illness leave, employees will be expected to identifythe family member who is ill, the general nature of the employee's involvement and the amount of time that is required.

Commencing March 1, 2000, all employees, regardless of status, shall be entitled to access up to forty-five **(45)** hours per twelve (12) month period. This benefit shall not accumulate from year to year.

Employees shall, be eligible for this benefit upon successful completion of the probationary period. Their benefit will be calculated on the basis of three point seven five (3.75) hours for each month or portion thereof for the remainder of the entitlement period.

#### 15.06 Pressing Necessity

An employee shall be granted leave without pay for pressing necessities. Pressing necessity shall be defined as any circumstance of a sudden or unusual occurrence that could not by the exercise of reasonable judgement have been foreseen by the employee and which requires the immediate attention of the employee.

The employee may elect to use vacation, Statutory Holiday, or earned days off, which have not yet been scheduled for the purpose of such leave.

### 15.07 Medical Care Leave

An employee who is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time may be granted time off with pay. Such time off

shall not exceed sixteen (16) working hours per fiscal year, except in extenuating circumstances. On request, employees will be required to show proof of such care.

For other than full-time employees this shall be pro-rated. This benefit does not apply to casuals.

#### 15.08 Bereavement Leave

- a) The purpose of bereavement leave is to provide a period of absence from the workplace from the date of death up to and including the day following the funeral.
  - In the event of the death of a parent, spouse, brother, sister, child, common-law spouse, former guardian, fiancé, or someone with whom the employee has had a similar relationship, the employee shall receive time off from work without loss of pay and benefits to a maximum of four (4) days based on their scheduled shifts; or
  - In the event of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, niece or nephew the employee shall receive time off without loss of pay and benefits to a maximum of two (2) days based on their scheduled shifts; or
  - iii) In the event of the death of another person not specified in i) or ii) above with whom the employee has had a relationship and is required to administer bereavement responsibilities, the employee shall receive time off from work without loss of pay and benefits to a maximum of two (2) days based on their scheduled shifts.
- b) Where an employee is required to travel over five hundred (500) kilometres one way to attend the funeral the employee shall receive a maximum of two (2) additional days leave without loss of pay and benefits based on their scheduled shifts. Such leave shall be continuous with the leave as defined in paragraph a).
- c) The employee may also request vacation, Statutory Holidays, or unpaid leave of absence as may be required.

#### 15.09 Union Leave

Insofar as the regular operations permit:

- a) Designated employees shall be granted leave of absence without pay to attend to Union business;
- b) Such request must be submitted in writing to the Employer at least seven (7) days in advance except in cases where it is mutually agreed otherwise. Designated employees shall be granted leave on a ratio of: One (1) for the first twenty-five (25) in-scope, one (1) for the next twenty-five (25) in-scope or major fraction thereof, and one (1) for each fifty (50) in-scope or major fraction thereof.

- c) The Employer agrees to continue to pay normal salary and benefits to employees allocated on a short-term basis of one (1) month or less to attend to Union business as referred to in Article 15.09 and that the Employer is to charge the Local Union for reimbursement of the cost. Such costs shall only include:
  - i) Actual lost wages;
  - ii) Employer's share of Canada Pension contributions;
  - iii) Employer's share of Employment Insurance premiums;
  - iv) Employer's share of SAHO Pension contributions (and any successor Plan) or equivalent;
  - v) Employer's share of Group Insurance premiums;
  - vi) Employer's share of Disability Income contributions; and
  - vii) Workers' Compensation premiums.
- d) On leaves of absence of more than one (1) month, and at the request of the Union, the Employer agrees to pay normal salary and benefits to an employee, and will charge the Union, in addition to those costs set forth in Article 15.09 c) an appropriate amount for the following benefits:
  - i) Annual vacation;
  - ii) Sick leave, and
  - iii) Statutory Holiday.

### 15.10 Leave for a Union Position

An employee who is elected or selected for a full-time Executive position with the Union or any labour body with which the Union is affiliated, shall be granted an unpaid leave of absence for the term of office.

An employee who accepts employment with the Union or any body with which the Union is affiliated shall be granted a leave of absence of up to twelve (12) months.

### 15.11 Election to Professional Association

An employee elected or selected for an Executive position within a Professional Association that relates to their classification shall be granted an unpaid leave of absence in order to fulfil the requirements of the elected position.

#### 15.12 Education Leave

Insofar as regular operations will permit, an educational leave of absence without pay shall be granted for up to twenty-four (24) months at the request of the employee. All employees on education leave of absence status may provide notification to the Employer of their availability for call-in hours of work within their department and/or classification. For the purposes of Article **11.09**, all such employees will be treated as casual employees throughout the period of the education leave.

### 15.13 Paid Jury or Court Witness Leave

When an employee is subpoenaed for jury duty or as a court witness, such employee shall not suffer any loss of salary or wages while at the disposal of the court.

Time spent by an employee required to serve as a court witness in any matter arising out of employment shall be considered as time worked at the regular rate of pay.

### 15.14 Leave for Public Office

An employee who is elected to Public Office shall be granted unpaid leave **of** absence as required by the term of such Public Office.

# 15.15 Benefit Accrual

An employee shall be entitled to earn sick leave, calculation of increment entitlements, vacation leave and Statutory Holidays for the first **(1")** thirty (30) consecutive calendar days of an unpaid leave of absence.

### ARTICLE 16 - VACATION

#### 16.01 Vacation Year

"Vacation Year" means the twelve (12) month period commencing on the first (1<sup>st</sup>) day of July in each calendar year and concluding on the thirtieth (30<sup>th</sup>) day of June of the following calendar year. Vacation credits shall be earned during the current vacation year to be taken the following vacation year.

### 16.02 Vacation Period and Posting

The vacation period shall be July 1<sup>st</sup> to June 30<sup>th</sup> of the following calendar year.

Annual vacation time shall be regulated on a mutually agreed basis. In case of disagreement, seniority shall govern within the department. However, employees who do not request vacation time before April **15<sup>th</sup>** of each year shall forfeit their right to use seniority. Vacation requests after this date shall be governed on a first-come, first-serve basis.

- Projected accumulated vacation credits for all employees shall be posted during the month of March of each year and will be subject to verification in accordance with vacation credit entitlement determined on the vacation cut-off date of June 30<sup>th</sup> of each year;
- For vacation dates or periods during the month of April, such requests must be made by March 1<sup>st</sup> and confirmation must be given by March 15<sup>th</sup>;
- Employees will indicate their choices of dates for the vacation year by April 15<sup>th</sup>. Up to a maximum of four (4) choices of dates or periods will be granted by seniority;
- iv) Vacation schedules shall be posted by May 15<sup>th</sup> of each year. Once posted, these dates cannot be changed without mutual consent of the employee and the Employer, except in extenuating circumstances. It is understood that credit entitlement is subject to verification after the accrual year ending June 30<sup>th</sup>;
- v) In cases where all vacation has not been scheduled in accordance with i), ii), and iii) above, a second (2<sup>nd</sup>) posting of unexpended vacation credits will occur by December 1<sup>st</sup> to allow employees to schedule unexpended vacation credits for use by June 30<sup>th</sup>. Employees will indicate their choices of dates for usage or submit their request for deferral by December 15<sup>th</sup>. This second (2<sup>nd</sup>) vacation schedule shall be posted by January 15<sup>th</sup> of each year. Unscheduled vacation after this second (2<sup>nd</sup>) posting must be scheduled by mutual agreement between the employee and the Employer.

### 16.03 Date of Employment

"Date of Employment" means:

- a) In the case of the employee whose employment commenced between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) day, inclusive of any month, the first (1<sup>st</sup>) day of the calendar month;
- b) In the case of the employee whose employment commenced between the sixteenth (16<sup>th</sup>) and the last day, inclusive of any month, the first (1<sup>st</sup>) day of the following calendar month.

#### 16.04 Part-Time and Casual Employee Vacation Entitlement

Vacation credits shall be earned on a pro-rata basis in accordance with Article 16.05 and shall be paid in accordance with Article 16.06. It is understood between the parties that an employee is entitled to a vacation period of three (3), four (4), five (5), or six (6) weeks, dependent upon the employee's accumulated years of employment, in addition to the vacation pay stipulated above.

#### 16.05 Accrual and Credits

a) Vacation credits shall be earned on the following basis:

- During the first (1<sup>st</sup>) and subsequent years, including the fifth (5<sup>th</sup>) year of continuous employment, at the rate of one and one-quarter (1<sup>1</sup>/<sub>4</sub>) days per month worked (to a maximum of fifteen (15) working days per year);
- During the sixth (6<sup>th</sup>) and subsequent years, including the sixteenth (16<sup>th</sup>) year of continuous employment, at the rate of one and two-thirds (1 2/3) days per month worked (to a maximum of twenty (20) working days per year);
- During the seventeenth (17<sup>th</sup>) and subsequent years, including the twenty-ninth (29<sup>th</sup>) year of continuous employment, at the rate of two and one-twelfth (2 1/12) days per month worked (to a maximum of twenty-five (25) working days per year);
- jv) During the thirtieth (30<sup>th</sup>) and subsequent years of continuous employment, at the rate of two and one-half (2<sup>1</sup>/<sub>2</sub>) days per month worked (to a maximum of thirty (30) working days per year).
- b) For the purpose of calculating vacation time credits only, for full-time employees, length of service shall not be reduced by leaves of absence granted May 1, 1989, and thereafter:
- c) Continuous service shall be calculated from the last date of hire.

As of November 4, 2002 employees who currently have more than one (1) accrual rate with the Employer shall accrue vacation at their highest rate of accrual.

d) An employee not having completed a full year of service prior to the beginning of the vacation year in any year shall **earn vacation credits, as specified in Article 16.05 a**), on a **pro-rata basis**.

### 16.06 Vacation Pay

a) **An** employee shall receive the greater of vacation pay calculated as follows:

i)	Vacation Credits Earned in accordance with Article 16.05	Х	Employee's regular rate of pay at the time of taking vacation	=	Vacation Pay

- OR
- Effective May 1, 1996, three fifty-seconds (3/52nds), four fifty-seconds (4/52nds), five fifty-seconds (5/52nds), or six fifty-seconds (6/52nds) of the employee's gross earnings during the vacation year as determined by the employee's eligibility for annual vacation. Gross earnings shall include all remuneration paid to employees except transportation allowance.
- Employees shall receive vacation pay on regular pay days while on vacation unless otherwise requested.

- c) Where an employee requests vacation pay in advance, and makes such request in writing at least twenty-one (21) days prior to the commencement of vacation, vacation pay shall be paid in the fourteen (14) day period immediately preceding the vacation period.
- d) An employee who is terminating employment at any time in the vacation year before the employee has taken vacation, shall be entitled to a proportionate payment of salary in lieu of earned vacation.
- 16.07 Displacement of Vacation

Where, in respect of any period of vacation leave, an employee is:

- a) Granted bereavement leave; or
- b) Granted sick leave, as a result of hospitalization; or
- c) Granted other approved leave of absence; or
- d) Granted sick leave for an illness which could confine the employee for a duration of more than three (3) scheduled days, a medical certificate substantiating proof of illness will be required; or
- e) Granted sick leave immediately prior to commencing his/her scheduled vacation and such illness continues into the period of scheduled vacation.

The period of vacation so displaced by any of the aforementioned shall either be added to the vacation period requested by the employee and approved by the Employer or reinstated for use at a later date.

16.08 Unbroken Vacation Period

Employees shall be entitled to take their vacation in a broken or **an** unbroken period. Notwithstanding the above provisions, where departmental arrangements provide for a mutually acceptable method of scheduling vacation entitlement, those provisions shall continue to remain in effect.

16.09 Statutory Holidays Within Scheduled Vacation Period

When a recognized Statutory Holiday falls during an employee's scheduled vacation period, it shall be recognized as a Statutory Holiday and the employee shall be paid in accordance with Article 14.03. The day on which the Statutory Holiday occurs shall not be deducted from the employee's eligible vacation period.

16.10 Deferral of Vacation Credits

The vacation entitlement contained herein will be taken by all the employees annually, subject, however, to the provision that the employees may make application to the Employer for vacation credit deferment. The application shall indicate when the deferred

vacation is preferred to be taken. Seniority rights for deferral of accumulated vacation credits may be lost where such vacation would interfere with the normal operation of the facility or the right of others.

16.11 Access to Vacation Credits

Effective January 1, 2002, an employee shall have access to their vacation credits as earned. Seniority rights for access to vacation credits may be lost where such vacation would interfere with the normal operation of the facility or rights of others.

### **ARTICLE 17 • PAYMENT OF WAGES**

#### 17.01 Schedules

The salary scale applicable to employees shall be as set out in the salary schedules contained in this Collective Bargaining Agreement.

17.02 Payment of Wages

The Employer shall pay wages bi-weekly in accordance with Schedule 'A' attached hereto.

Pay days shall be every other Thursday.

Employees' pay shall be deposited directly into the employees' accounts at a major banking institution of the employees' choice.

17.03 Deductions

Current deductions shall be made as required by Federal and Provincial Legislation and no other deductions may be made without written consent of the employee concerned, except as otherwise provided for in this Agreement.

17.04 Red-Circled Jobs

All incumbents in recognized red-circled jobs shall be paid one hundred (100%) per cent of any negotiated wage and benefit increase.

### **ARTICLE 18 - INCREMENTS**

- 18.01 a) Full-time employees shall be eligible for increments annually from their date of employment, promotion, or reclassification except when a leave of absence is for more than thirty (30) days, in which case an adjusted increment date shall be established consistent with the period of leave, less the first (1<sup>st</sup>) thirty (30) consecutive calendar days.
  - b) i) Other than full-time employees shall be eligible for increments calculated on the basis of paid and unpaid hours (as set out below) from their date of

#### employment, promotion, or reclassification.

ii) Other than full-time employees shall receive a half (½) increment on the completion of nine hundred and seventy-four point four (974.4) regular hours (one thousand nine hundred and forty-eight point eight (1948.8) hours/year) or one (1) year, whichever occurs later. On completion of one thousand nine hundred and forty-eight point eight (1948.8) hours, the employee shall receive the first (1<sup>st</sup>) step. Additional increments as provided in the applicable pay range shall be provided consistent with the foregoing formula until such time as the employee has achieved the maximum step in the pay range.

Effective April 17, 2000, references to nine hundred and seventy four point four (974.4) and one thousand nine hundred and forty eight point eight (1948.8) hours shall apply to all employees.

- c) Eligible hours for earning increments include:
  - All paid hours including vacation and Statutory Holiday pay but excluding overtime;
  - All paid leaves;
  - Any authorized unpaid leaves for the first (1<sup>st</sup>) thirty (30) consecutive calendar days;
  - Absence while on W.C.B.;
  - Union leave.
- d) Employees who work in more than one (1) classification where different Pay Grades apply shall receive separate increment adjustments for each classification;
- e) Hours worked in temporary assignments shall he credited to the employee for the purpose of advancement in the increment scale.

### 18.02 Return to Previous Job Classification

An employee who returns within three (3) calendar years to a job classification which was previously held by that employee shall be placed at their previous increment level.

### 18.03 Recognition of Previous Experience

Employees commencing employment who have previous experience related to the position applied for, relevant and acceptable to the Employer, shall be placed in the salary range in accordance with the following:

a) Less than one (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at Step 1 (start);

- b) One (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at Step 2 (one (1) year);
- c) Two (2) years of experience in the four (4) years immediately preceding the date of employment shall he placed at Step 3 (two (2) Year).

Where previous experience has been obtained through recent service in other than full-time employment, recognition of such previous experience will be based on the number of hours paid. One (1) year of experience will be recognized for each full one thousand nine hundred and forty-eight point eight (1948.8) hours of recent service in the qualifying period.

### **ARTICLE 19 - GENERAL PROVISIONS**

#### 19.01 Personal Property Loss

An employee's personal property loss or damage by the action of a client shall be replaced or repaired at the expense of the Employer to a maximum of seven hundred and fifty (\$750.00) dollars, subject to integration with one hundred (100%) per cent coverage by Workers' Compensation Board, provided that reasonable proof of the cause of such damage is submitted by the employee concerned within reasonable time of such loss or damage.

### 19.02 Uniforms

The Employer will furnish and maintain (launder and repair) without charge such uniforms which the Employer requires the employees to wear. These remain the property of the Employer and shall not be worn other than on duty. The nature, colour, and style of uniforms, and the requirements of each group of employees in respect thereto shall be determined by the Employer.

#### **19.03** Bulletin Boards

The Employer shall provide bulletin board(s) which shall be placed so that all employees will have ready access to them and upon which the Union shall have the right to post notices of meetings and such other notices, as may be of interest to the employees.

#### 19.04 Tools and Equipment Supplied

The Employer shall supply all tools and equipment, which it deems necessary to employees in the performance of their duties. Worn or broken tools shall be returned to the Employer.

#### **19.05** Responsibility Pay

Effective April **01, 2002,** where the employee is assigned supervisory responsibilities by the Employer, the employee will be paid an additional premium of seventy-five **(\$0.75)** cents per hour.

If the employee is not assigned supervisory responsibilities by the Employer, he/she shall not perform such duties and the employee shall not be paid responsibility pay pursuant to this provision.

Where an employee is in receipt of a higher rate of pay due to temporary assignment in a higher classification, the employee shall not be entitled to additional responsibility pay as a result of the temporary assignment. This does not forfeit the employee's entitlement to responsibility pay where the Employer, assigns the employee supervisory responsibilities of another classification, in addition to the responsibilities of the temporary assignment.

### 19.07 Professional Fees

Effective April 1, 2003, the Employer shall reimburse eligible employees to a maximum of one hundred fifty (\$150.00) dollars annually for costs associated with professional or licensing fees that employees are required to pay by either statute or the Employer.

# ARTICLE 20 - SENIORITY AND BENEFIT PORTABILITY

- **20.01** Employees who terminate from any Employer covered by the SEIU/SAHO or the SEIU/Extendicare Collective Bargaining Agreements and commence employment with any Employer covered by either of the aforementioned Collective Bargaining Agreements within one hundred and twenty (120) days shall be entitled to transfer the following:
  - i) Notwithstanding Article 9.04, all seniority accrued to date of termination;
  - ii) The most recent vacation accrual rate (earliest date of hire);
  - iii) Unused sick leave credits to a maximum of thirty (30) days;
  - $i_{V}$  The salary step, if re-employed in the same classification;
  - v) Pension, Group Life, Dental (core), Disability Income Plan, Extended Health Benefits and Enhanced Dental in accordance with the terms of the Plans.

An employee who commences employment within the one hundred and twenty (120) day period shall have a new increment date established to coincide with the first (1") day reemployment. The provisions of Article 18.03 (Recognition of Previous Experience) may be considered.

Employees shall serve a probationary period pursuant to Article 10.

20.02 Employees who are employed with two (2) or more employers shall not be eligible to transfer items as specified in Article 20.01 until such time as they terminate with one (1) or more of the employers. It shall be the responsibility of the employee to notify the remaining Employer of their termination and request a transfer of their seniority and benefits as specified in Article 20.01. In the event the employee remains employed with more than one (1)employer they shall only be entitled to transfer their seniority and benefits from the terminating Employer to one (1)of the remaining Employers.

When combining seniority the total cannot exceed one thousand nine hundred and fortyeight point eight (1948.8) hours per year of service.

When combining sick leave credits the total cannot exceed the maximum of one hundred and sixty (160) days.

Where employees become employed with two (2) or more employers the provisions of Article 18.03 (Recognition of Previous Experience) may be considered.

Employees who are employed in the same classification and remain employed in the same classification shall retain their highest increment level. Where this results in a higher hourly rate, a new increment date shall be established coincident with the move to the higher increment level.

# ARTICLE 21 - TECHNOLOGICAL CHANGE

21.01 Technological Change

If, **as** a result of the Employer introducing:

- New equipment;
- Changes in operating methods;
- Dissolution of department(s); or
- Complete facility closure;

certain job classifications will no longer be required, the Employer shall notify the Union three (3) months in advance of instituting such changes which will cause dislocation, reduction, or demotion of the existing work force.

- a) By mutual agreement of the Employer and the Union, the above time limits may be adjusted to suit individual circumstances;
- b) Upon notification as above, the Employer and the Union will commence discussion as to the effect on personnel and application of this Article;
- c) During the above-mentioned implementation and transitional period, affected employees will maintain their wage level;
- All new job titles and rates of pay shall be negotiated in accordance with Article 11.01 (Creation of New Classifications);

- e) All new positions created as a result of technological change will be posted under the terms of the current Agreement. Any training or retraining required to fill the new positions shall be provided by the Employer at the employee's regular rate of pay;
- f) If application of this Article requires a reduction in the work force, such reduction will be carried out under the terms of this Agreement.

# **ARTICLE 22 - EMPLOYEE PERFORMANCE REVIEW**

### 22.01 Employee Performance Review

When a review or appraisal of an employee's work performance is made, the employee concerned shall be given the opportunity to read and discuss the document. The employee shall be required *to* sign an acknowledgement that they have been given an opportunity to read the document and shall be provided with a copy. Such signature shall not constitute an agreement with the contents of the document.

An employee performance appraisal or review is not a disciplinary meeting.

The employee shall have the right to respond in writing to such appraisal or review within fourteen (14) calendar days and such response shall become part of the record.

### 22.02 Access to Personnel Eile

The Employer shall allow an employee to review their personnel file (excluding employment references) provided they make prior arrangements with their immediate Supervisor. Any errors or inaccuracies on an employee's file shall be removed.

### **ARTICLE 23 - SAFETY AND HEALTH**

#### 23.01 Health and Safety Committee

The Union and the Employer shall mutually commit to perfect the safety measures now in effect, and to implement and support *The Occupational Health and Safety Act* and Regulations in all matters addressed between the parties, so that informed compliance can be achieved in a timely manner.

The Employer agrees to provide flexibility in scheduling arrangements for the purpose of promoting meaningful participation of Committee members. A Committee member who attends an Occupational Health and Safety Committee meeting outside of scheduled hours of work shall be credited the time as hours worked at regular rate(s) of pay.

### 23.02 Referral of Health or Safety Concern

An employee or a group of employees who have a health or safety concern should endeavour to resolve that concern by first referring the concern to the immediate Supervisor or Facility Safety Officer, who will investigate immediately and take remedial action.

### 23.03 Client/Resident Behaviour

When an incident demonstrates that a client's behaviour may constitute a risk to the safety of another client or employee, a meeting shall be convened within twenty-four (24) hours to conduct a reassessment and appraisal of the client to consider and implement alternative options for care delivery to ensure the safety of employees and other clients/residents.

#### 23.04 Medical Examination

If pre-employment or subsequent medicals or immunizations should be required by the Employer, or in accordance with the *Housing and Special Care Homes'* Act, time lost due to such requirements shall not result in loss of pay or sick leave credits.

#### 23.05 Proper Accommodation

The Employer agrees to make every reasonable effort to provide proper accommodation for employees to have meals and store and change their clothes. The Employer agrees to provide suitable accommodation that is not directly accessible to the public to allow employees to store personal effects and clothing worn to and from the facility.

### 23.06 Working Alone or Isolated Place of Employment

Through joint process, the Union and Employer shall design mechanisms and policies to reduce risks to employees working alone or at isolated places of employment or whose employment requires travel. Such policies, once agreed, shall be maintained and enforced by the Employer subject to O H & S regulations as applicable.

Such policies shall provide for:

- Guidelines for safe travel in adverse weather conditions;
- Provision of CAA approved emergency supplies for use in travelling in adverse weather conditions;
- Effective communication plan for every employee to provide two-way communication between Employer and employee which may include phone, radio, calls indicating location, departure time, arrival time, calling card, reimbursement of required work-related call;
- If direct two-way communication is not available, it is the responsibility of the employee to follow prescribed communication procedures.

# **ARTICLE 24 - SICK LEAVE**

### 24.01 Definition of Sick Leave

"Sick Leave" means the period of time an employee is absent from work by virtue of being sick or disabled or because of an accident not covered by Workers' Compensation.

#### 24.02 Automobile Accident Insurance Act Benefit Coverage

Sick leave will not be paid where an employee is in receipt of income replacement benefits under *The Automobile Accident Insurance Act*, except that any difference between such benefits and the employee's regular net pay shall be paid to the employee from the employee's accumulated sick leave credits, provided that credits are available for use, for a period not to exceed one (1) year from the date of the accident.

For the purposes of maintaining and accessing employee benefits, in accordance with the terms of the Plans, the employee shall request and the Employer shall provide, the appropriate application forms (for Disability Income Plan benefits) and the employee shall complete such forms.

### 24.03 Notice of Illness

Every employee who may be absent from duty on account of sickness or injury, shall notify the immediate Supervisor as soon as possible prior to the commencement of the scheduled shift indicating the nature and expected duration of such illness. No employee shall be entitled to benefits for time previous to such notification unless the delay shall be shown to have been unavoidable. Employees will report to their Supervisor or designate upon resuming duties.

#### 24.04 Accumulation of Sick Leave

Subject to where existing local conditions provide otherwise:

- a) Full-time employees shall earn sick leave credits at the rate of fifteen (15) days per year (one and one-quarter (1 <sup>1</sup>/<sub>4</sub> days per month);
- b) Sick leave credits for other than full-time employees shall be calculated as follows:

Number of Hours Eligible<br/>for EntitlementX15=Sick Leave CreditsFull Prescribed Hours Per Year

- c) Hours eligible for entitlement shall include paid hours exclusive of overtime plus the first (1<sup>st</sup>) thirty (30) consecutive calendar days of an unpaid leave;
- d) Sick leave credits for all employees shall accumulate to a maximum of one hundred and sixty (160) working days;
- e) The Employer agrees to post an up-to-date list of all employees' sick leave credits in the month of February of each year. Within thirty (30) days of the posting, and upon proof

of error, the Employer will revise the list. Copies of such lists and revisions thereof shall be sent to the Local Union Office simultaneously.

#### 24.05 Deductions from Sick Leave Credits

- a) For full-time employees, a deduction shall be made from accumulated sick leave credits for all normal working hours (inclusive of Statutory Holidays) absent for sick leave.
- b) Part-time employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled prior to becoming ill. Outside the posted and confirmed period, access to accrued sick leave credits will be based on their letter of appointment or the average number of hours worked in the twelve (12) months preceding the illness, whichever is greater.
- c) Casual employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled prior to becoming ill. Outside the posted and confirmed period, access to accrued sick leave credits will be based on the average number of hours worked in the twelve (12) months preceding the illness.

# 24.06 Verification of Illness

Medical verification may be requested from employees requesting sick leave. Where such is required, the employee shall be notified during the illness that such verification is required upon the employee's return to work.

### **ARTICLE 25 - WORKERS' COMPENSATION**

25.01 Workers' Compensation Benefits

When an employee is absent **as** a result of an accident or illness in connection with the employee's employment, and benefits are being paid by Workers' Compensation Board, the difference between the employee's regular net pay and the Workers' Compensation payment will be paid by the Employer for a period not to exceed one (1) year and shall not reduce the employee's accumulated sick leave credits. In no event will the amount paid to the employee be less than the amount the Employer receives from Workers' Compensation Board.

The following procedure shall be used to implement the foregoing:

- 1. When an employee has applied for Workers' Compensation benefits, the Employer will continue paying the employee his/her regular net pay for a period not to exceed one (1) year.
- 2. The hours paid for part-time and casual employees receiving Workers' Compensation benefits shall include all paid hours (e.g. regularly scheduled hours, additional casual hours, vacation hours, sick hours, Statutory Holiday hours and paid leaves of absence) excluding overtime and other premium payments, and shall be based on the previous fifty-two (52) week period. Where the employee's status (full-time, part-time, casual) has changed within the fifty-two (52) week period, the calculation of hours paid will be

based upon the period of time since the date of change to the employee's status at the time the Workers' Compensation claim is initiated.

- 3. The Workers' Compensation cheque will be made payable to the Employer.
- 4. Should the employee's claim be disallowed by Workers' Compensation, then any money so paid will be either charged against sick time, or if the employee has no sick time, the amount so paid will be recovered from the employee, and the employee shall make application for Disability Income Plan benefits, in accordance with the terms of the Plan.
- 5. At year-end, the employee's gross earnings will be adjusted by the amount paid by Workers' Compensation Board. The Employment Insurance and Canada Pension Plan deductions will be recalculated based on the adjusted gross pay and the difference is to be refunded to the employee by the Employer.
- 6. Employees absent as a result of a compensable accident or illness under this Article shall not earn Statutory Holidays but for the first (1<sup>st</sup>) year shall accrue sick leave credits and vacation credits. However, vacation credits accrued during receipt of W.C.B. benefits may only be accessed once such employee has returned to regular employment outside the auspices of a graduated Return to Work Program sponsored by the W.C.B.

Employees shall earn seniority for the entire period of a W.C.B. claim.

7. For the purposes of maintaining and accessing employee benefits, in accordance with the terms of the Plans, the employee shall request and the Employer shall provide the appropriate application forms (for Waiver of Premium benefits) and the employee shall complete such forms.

### ARTICLE 26 - EMPLOYEE BENEFITS PLANS

- 26.01 Disability Income Plan
  - a) Joint Funding

A Disability Income Plan shall be provided whereby the Employer shall pay fifty (50%) per cent and the employee shall pay fifty (50%) per cent of the cost of funding the Plan.

b) Administration

The Disability Income Plan shall be administered by the Saskatchewan Association of Health Organizations in accordance with the terms of the Plan.

c) Terms of Plan

The terms of this Plan shall be determined on the basis of the following provisions which are considered as general statements of the Plan conditions:

Employees shall continue to accumulate sick leave credits in accordance with existing sick leave plans. A "Day Bank" shall be installed whereby sick leave credits will continue to accrue and are used when employees are sick for the first (1<sup>st</sup>) one hundred and nineteen (119) consecutive calendar days of any illness. Any balance remains to the employee's credit until the employee returns to regular work.

A "Bridge Benefit" will be created providing sixty-six and two-thirds (662/3%) percent of normal earnings from the expiry of remaining sick leave credits until commencement of Long-Term Disability benefits.

A Long-Term Disability Plan will provide a benefit of sixty (60%) per cent of normal earnings commencing after one hundred and nineteen (119) consecutive calendar days of disability. The benefit will continue until recovery, age sixty-five (65), or death, whichever occurs first. The Long-Term Disability Plan will be subject to the following terms:

- 1. Disability will be defined as the inability of the employee to perform the duties of their occupation. After twenty-four (24) months of benefit payment, the definition changes to the inability of the employee to perform any occupation for which one is reasonably fitted by training, education, or experience.
- 2. There shall be no waiting period before an employee is eligible to receive benefits for any disability;
- 3. The benefit will be reduced by any Canada Pension Plan or Workers' Compensation award. Any cost-of-living adjustment in the future to Canada Pension Plan will not serve to further reduce the benefit provided by the Plan.
- 4. Where an employee has been receiving benefit from the Plan and has returned to work, should he/she subsequently become disabled within six (6) months from the same cause which created his/her original disability, he/she will not have to serve one hundred and nineteen (119) consecutive calendar days waiting period again before benefits recommence.
- 5. Any claim which is admitted for a period of disability which commences while the employee is protected by this Plan will continue to be payable under the terms of the Plan, regardless of the fact that the Plan may have subsequently been discontinued or succeeded by a new program.
- 6. Any employee whose employment commenced during the period shown below and who has received medical attention within the stated period of time preceding the date the employee enrolled in the Plan, shall not be insured for any disability resulting from the complaint for a period of twelve (12) months after the date the employee enrolled:

After May 31, 1978, a period of six (6)months.

7. If an employee fails to enrol in the Plan within thirty-one (3 1) days after the date he/she becomes eligible to do so, he/she must complete a medical questionnaire for approval by the Plan Administrator.

### 8. Limitations

No payment will be made for claims resulting from a disability:

- i) For which the member is not under continuing medical supervision and treatment considered satisfactory by the Board;
- (i) Caused by intentional self-inflicted injuries;
- iii) From bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country, or participation in a riot;
- Which occurred during the commission or the attempt to commit an indictable offence under the criminal code for which the person is convicted and incarcerated:
- v) Experienced during the first (1<sup>st</sup>) year of membership which resulted from injury or illness related to any injury or illness for which medical attention was received during the six (6) months prior to the employee becoming a member of the Plan. This limitation will only apply to employees hired after June 30, 1978, and is applicable to Long-Term Disability benefits only;
- vi) Which occurred during the period of cessation of work due to a strike, except that the benefit may be claimed to commence immediately following the end of the strike if the claimant is still qualified in accordance with all of the other terms of the Plan;
- vii) If the claimant has established permanent residence outside of Canada.

Where an employee has been transferred from one (1) facility to another under the same ownership of a contributing member, or where a contributing member takes ownership of a facility, the continuous membership in the Plan of the prior facility or prior owner will count towards the first ( $1^{st}$ ) year of membership in this Plan for the purposes of v) above.

- 9. If an employee returned to work during the one hundred and nineteen (119) consecutive calendar days waiting period, he/she will not be required to recommence the waiting period, unless the return to work has been more than ten (10) working days;
- 10 A Joint Committee representing SEIU and Saskatchewan Association of Health Organizations shall be established as an Administrative Committee of the Plan;

- 11. For other than SEIU members, SEIU shall have the final decision on who may enter and participate in the SEIU Disability Income Plan;
- 12. Annually the Employer shall provide each member of the Disability Income Plan with an Employee Benefit Statement. Such statement shall outline:
  - a) Premiums paid by employee members;
  - b) Member's sick leave credits;
  - c) Coverage under Group Insurance, Disability Income Plan, and Pension.
- 13. Pension benefit regarding years of service will continue to accrue during disability as though the employee were still fully employed.
- 14. Benefits from the Disability Income Plan shall not be reduced if the member receives payments from any insurance company, including S.G.I., provided that the total payments do not exceed one hundred (100%) per cent of regular salary.

### d) D.I.P. Coverage While on Leave

Employees may apply for D.I.P. coverage while on leave of absence in accordance with the terms of the Plan.

### e) Pension Credits on D.I.P.

Pension credited service will continue to accrue in accordance with the terms of the Retirement Plan.

#### f) Group Life Coverage on D.I.P.

Group Life coverage will continue while the employee is receiving benefits from the SAHO Disability Income Plan in accordance with the Group Life policy.

### 26.02 Group Life Insurance

- a) The Employer will pay for the first seven thousand (\$7,000.00)dollars coverage under the Saskatchewan Association of Health Organizations' Group Life Insurance policy. For all students, Group Life Insurance coverage shall be two thousand (\$2,000.00) dollars, as provided for by the Saskatchewan Association of Health Organizations Group Life Insurance Plan.
- b) Employees shall be advised when taking leaves of absence that they may continue coverage in accordance with the terms of the Plan.

### 26.03 Dental Plan

The Employer shall provide a Dental Plan in which the reimbursement schedule is consistent with that contained in the Public Employee Dental Plan.

### .26.04 Extended Health and Enhanced Dental Benefits Plan

Effective April 1, 2000, the Employer shall provide an Extended Health Plan and Enhanced Dental Benefits Plan. The Extended Health Plan and Enhanced Dental Benefits Plan shall be funded by the Employer each year at an annual rate of two point one (2.1) per cent of straight time payroll. The Plans must be administered within the resources so allocated, subject to the provisions of Letter of Understanding #1.

### 26.05 Pension Plan

The SAHO Pension Plan, and any successor Plan, with terms, conditions, and benefits administered by a joint Union-Employer Board of Trust, shall be provided whereby the Employer shall fully participate, pay, deduct, and remit premiums, as the case may be, in accordance with the terms of such Plan.

Except for non-permanent employees (subject to the terms of the Plan) and those employees who have previously waived their participation in the Plan, it shall be mandatory that all employees eligible for membership in the SAHO Pension Plan or its successor be and are enrolled and participate in the Pension Plan as a condition of employment from the date they are eligible to join the Plan, except for those employees provided for by Letter of Understanding #4 of this Collective Agreement.

SEIU members currently participating in other Pension Plans than the SAHO Plan or its successor shall continue their participation in such Plans so long as they remain eligible to participate in that Plan. In such cases, the Employer agrees to also continue participation in such Plans.

### **ARTICLE 27 - RETIREMENT**

### 27.01 Normal Retirement Date

The normal retirement date of all employees shall be the first ( $1^{st}$ ) day of the month coincident with, or immediately following the attainment of the stated retirement age as stipulated in their Pension or Superannuation Plan, or age sixty five (65).

### ARTICLE 28 - TRAINING AND EDUCATION

### 28.01 Training Opportunities That Do Not Require Posting

Insofar as regular operations permit, the Employer will reasonably provide training opportunities to any employee who has indicated a desire in writing to take such opportunities within a department/service.

For this purpose, applicants for training for promotion shall be selected in order of seniority provided they possess the requisite qualifications and ability to perform the work.

The rate of pay for employees that are training by this means shall be the employee's regular rate of pay.

#### 28.02 Assistance for Education

- a) When the Employer requires an employee to attend a workshop, conference, or educational program, such attendance shall be with pay, exclusive of overtime and premium pay, and all registration or tuition fees and expenses related to the program shall be paid for by the Employer.
- b) If an employee is required by the Employer to attend or participate in the in-service education programs or staff meetings, such shall be regarded as working time under the terms of this Agreement and compensated accordingly for such time. However, no employee shall be penalized for not attending courses which are not required by the Employer.

#### 28.03 Education Support

On prior approval of the Employer, an employee who successfully completes a course related to their job function shall be reimbursed for up to one hundred (100%) per cent of the tuition fees and costs of texts associated with such course. Appropriate receipts shall be required.

#### **ARTICLE 29 - DEFINITIONS**

#### 29.01 Temporary Employee

A temporary employee shall be an employee who is employed for a predetermined period of time not to exceed one (1) year. The time limit may he extended by agreement between the Union and the Employer.

### 29.02 Full-Time Employee

A full-time employee shall mean an employee who is regularly scheduled to work the normal hours as defined in Article 13.01.

### 29.03 Part-Time Employee

A part-time employee shall mean an employee who is regularly scheduled to work less than the normal hours as defined in Articles 13.01.

### 29.04 Casual Employee

A casual employee shall mean an employee who works on a "call-in" basis, and who is not regularly scheduled.

### 29.05 Employer

Employer shall mean Extendicare (Canada) Inc and shall include any facility as identified on page ii) of this Agreement.

For the purposes of Article 20 only, the term "Employer" shall include those Geographical Health District(s) whose employees are represented by Service Employees International Union (Locals 299, 333 and 336) and are covered under the SEIU/SAHO Collective Bargaining Agreement.

### 29.06 SAHO

SAHO refers to the Saskatchewan Association of Health Organizations which is the sole bargaining agent for the Employer.

29.07 Use of Gender

This Agreement shall be construed as referring to the masculine or feminine gender or the singular or plural pronoun as the context may require.

9.08 Definition of Transfer

A transfer shall be defined as the movement of an employee from one (1) position to another position with the same rate of pay.

19.09 Definition of Demotion

A demotion shall be defined as the movement of an employee from one (1) classification to another classification having a lower rate of pay.

:9.10 Definition of Promotion

A promotion shall be defined as the movement of an employee from one (1) classification to another classification having a higher rate of pay.

# MONETARY TERMS

- Three (3) per cent general wage increase with full retroactivity effective April 1,2001;
- Three (3) per cent general wage increase effective April 1,2002;
- Three (3) per cent general wage increase effective April 1,2003;
- Effective date of signing of the Collective Agreement, adjust the current transportation allowance to thirty-two (\$0.32) cents per kilometre;
- Effective April 1, 2002, standardization of standby rates to two dollars and nineteen (\$2.19) cents per hour and four dollars and twelve (\$4.12) cents per hour:
- Effective April 1, 2002, responsibility pay of seventy-five (\$0.75) cents per hour;
- Effective August 1, 2002, Pay Grades A-1 and A-2 rounded up to Pay Grades A-2 and A-3, respectively (see LOU #14);
- Effective April 1, 2003, reimbursement of professional fees to a maximum annual amount of one hundred and fifty (\$150.00) dollars.

### NOTE ON RETROACTIVITY

- All employees on staff as of October 20, 2001, shall be eligible for retroactive wage adjustments based on all paid hours with any Employer party to this Collective Agreement.
- Employees who have retired from any Employer party to this Agreement during the term of the Agreement shall be eligible for retroactive wage adjustments based on all paid hours up to and including the date of retirement.
- Except as otherwise provided in this Collective Agreement, all Articles take effect thirty (30) days following the date upon which SAHO and SEIU exchange notice of ratification by their principals of the terms of this Collective Agreement.

# PRO-FORMA CALL-IN WORK AVAILABILITY FORM

NAME:	HOME DEPARTMENT:
HOME PHONE:	POSITION(S) HELD:

Days	Statutory Holidays	Same Day Call-In	12 Hour Shifts
Evenings	Weekends	Number of Shifts in a Row	8 Hour Shifts
Nights			Less than 8 Hour Shifts

	Less than 30 Minutes		More than 1 Hour		30 to 60 Minutes		Number of Hours
--	----------------------	--	------------------	--	------------------	--	-----------------

Are you working part-time or relief shifts in another department/facility/agency?

\_\_\_\_Yes

No

If yes, where?

Any staff member who works in other departments should provide schedules or hours of work to all applicable departments to ensure Article 13.01 is adhered to.

Waiver of weekend premium (Article 13.15)

\_\_\_\_Yes \_\_\_\_No

Are you currently on education LOA status?

Yes No

Signature

Date

cc: Personnel Record

Immediate Supervisor

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### POLICY RE: D.I.P.

Employee Status During and After D.I.P./L.T.D.

When an employee is disabled and receiving D.I.P. benefits there are certain things the Employer can and should do, and certain things the employee can and should do. During the first two (2) years and one hundred and nineteen (1 19) consecutive calendar days of a claim the employee's position shall not be filled on a permanent basis.

- Following the two (2) years and one hundred and nineteen (119) consecutive calendar day period if the employee is deemed to be unable to do his/her own job but is able to return to work the following procedure will be undertaken:
  - a) The Employer, employee and the Union will review qualifications and capabilities including particular limitations and/or restrictions.

The Union's role in the review process is for the sole purpose of determining the qualifications and capabilities of the employee.

b) Where no job is immediately available, the employee is to be placed on L.O.A. and the employee considered for any vacancy which occurs for which the employee is qualified and capable. When such vacancy occurs the Employer will, prior to the normal posting procedures, contact the Union to determine if the vacancy is to be posted.

The length of the L.O.A. granted to the employee will depend on the following:

- i) The nature of the work for which the employee is qualified and capable and the frequency with which such positions are likely to become available;
- ii) The length of service of the employee (seniority);
- Leaves of absence will normally be one (1) year and may be extended if no suitable position is available;
- iv) Wherever possible, an employee must be offered at least one (1) position for which the employee is qualified and capable prior to termination of L.O.A.
- c) The position vacated by the employee will be posted and filled on a permanent basis.

If it is not possible during the period of leave of absence for the employee to be placed in a suitable position the employee will be terminated. The employee shall have access to the provisions of the Retirement Pension and Group Life Plans subject to the terms of the respective plans.

2. Where an employee, after completing two (2) years and one hundred and nineteen (119) consecutive calendar days of L.T.D. remains unable to perform in any occupation, the position formerly occupied will be posted and filled on a permanent basis; the employee will remain on Long-Term benefits.

Should an employee subsequently be deemed able to perform the work in their former occupation or any occupation, and therefore, L.T.D. benefits cease, the employee will be considered under a similar procedure as under 1 above.

# POLICY RE: WORKERS' COMPENSATION BOARD

Employee Status During and After W.C.B. Claims

When employee's W.C.B. benefits are discontinued and the employee is unable to return to their own job the first (1<sup>st</sup>) consideration will be a review of the file to determine whether application should be made for D.I.P. benefits. If the procedure is not deemed appropriate or if the D.I.P. claim is rejected the following procedure should be undertaken:

1. The Employer, employee, and the Union will review the employee's qualifications and capabilities including particular limitations and/or restrictions.

The Union's role in the review process is for the sole purpose of determining the qualifications and capabilities of the employee.

2. Where no job is immediately available the employee will be placed on L.O.A. and considered for any vacancy which occurs for which the employee is qualified and capable. When such vacancy occurs the Employer will, prior to normal posting procedures, contact the Union to determine if the vacancy is to be posted.

The length of the L.O.A. will depend on the following:

- a) The nature of the work for which the employee is qualified for and capable of doing and the frequency with which such positions are likely to become available;
- b) The length of service of the employee (seniority);
- Leaves of absence will normally be one (I) year and may be extended if no suitable positions are available;
- d) Wherever possible, an employee must be offered at least one (1) position for which the employee is qualified and capable prior to termination of L.O.A.
- 3. The position vacated by the employee will be posted and filled on a permanent basis.

If it is not possible during the period of leave of absence for the employee to be placed in a suitable position the employee will be terminated. The employee shall have access to the provisions of the Retirement Pension and Group Life Plans subject to the terms of the respective Plans.

During an established W.C.B. claim the employee will be required to contact the Employer at least every six (6) months in order to enable the Employer to update the status of the claim as well as discussing items of mutual concern.

# SCHEDULE "A"

# April 1, 2001

	Start	974.4	1948.8	2923.2	3897.6
Job Class		hours or 1	hours	hours or 2	hours
		Year		Year	
Dietary Aide	11.82	11.97	12.12	12.30	12.47
Housekeeping Aide					
Laundry Aide					
Caretaker	12.12	12.30	12.47	12.64	12.79
Cook I					
Receptionist					
Activity Worker	12.79	13.00	13.18	13.36	13.52
Cook II					
Hairdresser					
Housekeeper					
Laundress					
Resident Attendant					
Ward Clerk	13.18	13.35	13.52	13.71	13.89
Special Care Aide	13.52	13.71	13.88	14.11	14.33
Scheduler					
Certified Activity Worker	13.88	14.11	14.33	14.55	14.78
Cook III					
Maintenance II		[[			
Activity Supervisor	14.78	15.03	15.27	15.49	15.71
Maintenance III					
Licensed Practical Nurse	16.22	16.47	16.71	17.12	17.53

#### SCHEDULE "A"

#### April 1, 2002

	Start	974.4	1948.8	2923.2	3897.6
Job Class		hours or 1	hours	hours or 2	hours
		Year		Year	
Dietary Aide	12.17	12.33	12.48	12.67	12.84
Housekeeping Aide					
Laundry Aide					
Caretaker	12.48	12.67	12.84	13.02	13.17
Cook I					
Receptionist					
Activity Worker	13.17	13.39	13.58	13.76	13.93
Cook II					
Hairdresser					
Housekeeper					
Laundress					
Resident Attendant					
Ward Clerk	13.58	13.75	13.93	14.12	14.31
Special Care Aide	13.93	14.12	14.30	14.53	14.76
Scheduler					
Certified Activity Worker	14.30	14.53	14.76	14.99	15.22
Cook III					
Maintenance II				15.05	16.18
Activity Supervisor	15.22	15.48	15.73	15:95	16:18
Maintenance III				17.63	18.86
Licensed Practical Nurse	16.71	16.96	17.21	] _17:63	18:06

N

#### SCHEDULE "A"

#### July 28, 2002

Job Class	Start	974.4 hours or Year	1948.8 hours	2923.2 hours or 2 Year	3897.6 hours
Dietary Aide	12.49	12.67	12.85	13.02	13.19
Housekeeping Aide					
Laundry Aide					
Caretaker	12.85	13.02	13.18	13.38	13.58
Cook I					
Receptionist		_			
Activity Worker	13.17	13.39	13.58	13.76	13.93
Cook II					
Hairdresser					
Housekeeper		[			
Laundress					
Resident Attendant					
Ward Clerk	13.58	13.75	13.93	14.12	14.31
Special Care Aide	13.93	14.12	14.30	14.53	14.76
Scheduler					
Certified Activity Worker	14.30	14.53	14.76	14.99	15.22
Cook III					
Maintenance II					
Activity Supervisor	15.22	15.48	15.73	15.95	16.18
Maintenance III					
Licensed Practical Nurse	16.71	16.96	17.21	17.63	18.06

#### SCHEDULE "A"

#### April 1, 2003

	Start	974.4	1948.8	2923.2	3897.6
Job Class		lours or 1	hours	lours or 2	hours
		Year		Year	
Dietary Aide	12.85	13.04	13.23	13.40	13.57
Housekeeping Aide					
Laundry Aide					
Caretaker	13.23	13.40	13.57	13.78	13.99
Cook I					
Receptionist					
Activity Worker	13.57	13.78	13.99	14.17	14.35
Cook II					
Hairdresser					
Housekeeper					
Laundress					
Resident Attendant					
Ward Clerk	13.99	14.16	14.35	14.54	14.73
Special Care Aide	14.35	14.54	14.73	14.97	15.20
Scheduler					
Certified Activity Worker	14.73	14.97	15.20	15.44	15.68
Cook III					
Maintenance II					
Activity Supervisor	15.68	15.94	16.20	16.43	16.67
Maintenance III					
Licensed Practical Nurse	17.21	17.47	17.73	18.16	18.60

#### LETTERS OF UNDERSTANDING #1 RE: EXTENDED HEALTH AND ENHANCED DENTAL BENEFITS PLAN

The Employer assures that the current level of benefits provided, pursuant **to** the Extended Health and Enhanced Dental Benefits Plan as of October **20**, **2001**, will continue at no cost to the employee, until March **31**, **2004**.

The parties agree that this Letter will expire March 31, 2004. Article 26.04 will remain in effect.

All of which is agreed this 21<sup>st</sup> day of October 2001.

FOR EXTENDICARE (CANADA) INC. And SAHO FOR SERVICE EMPLOYEES INTERNATIONAL UNION

#### LETTER OF UNDERSTANDING #2 RE: SPECIAL CARE AIDES/RESIDENT ATTENDANTS

Effective April 1, 1991, the classification of Resident Attendant was deleted. Resident Attendants employed as of April I, 1991, who were not graduates of the Kelsey Special Care Aide Program or equivalent were red-circled as Resident Attendants.

These employees shall remain red-circled until such time as they become qualified as a Special Care Aide, retire, or terminate.

Should a Resident Attendant become qualified as a Special Care Aide they shall be reclassified in accordance with Article 11.06 (Rates of Pay) of the Collective Agreement.

Should it be necessary to hire a Special Care Aide who is not a graduate of the Kelsey Special Care Aide Program or equivalent, the Employer will give preference to bargaining unit members. Such employees will be required to become qualified within two (2) years at her own expense. Until such time as she/he becomes qualified she/he shall be paid as a Resident Attendant.

#### LETTER OF UNDERSTANDING #3 RE: GRANDFATHERING EMPLOYEES WHO OPTED OUT OF PENSION PLAN

Upon retirement, an employee who has opted out of participating in the Pension Plan when it was introduced:

1. Shall be entitled to the same vacation pay which the employee would have earned had the employee continued employment to the end of the vacation year; and

2. Provided the employee has an accumulation of sick leave credits, shall be eligible for a salary grant in lieu thereof equal to one-sixth  $(1/6^{th})$  of the credit after ten (10) years of service, one-third  $(1/3^{rd})$  of the accumulated credit after fifteen (15) years of service and one-half (%) of the accumulated credit after twenty (20) years of service.

#### LETTER OF UNDERSTANDING #4 RE: TRANSITION PROCESSES FOR CALCULATING EXTENDICARE SENIORITY

Effective November **4**, **2002** the Employer will post a single Extendicare seniority reporting a single seniority accrual for all employees covered by this Collective Agreement. The parties agree that a transition process will be developed to establish a mutually agreed to seniority accrual prior to this date.

All of which is agreed this 21<sup>st</sup> day of October 2001.

FOR EXTENDICARE (CANADA) INC. And SAHO FOR SERVICE EMPLOYEES INTERNATIONAL UNION

#### LETTER OF UNDERSTANDING #5 RE: IMPLEMENTATION OF JOINT JOB EVALUATION AND POLICY FRAMEWORK PAY EQUITY

Extendicare will implement the pay equity increases that flow from the program as determined by the Joint Job Evaluation Steering Committee on the same timing and for the relevant classifications and steps as they relate to Long Term Care facilities.

LETTER OF UNDERSTANDING #6 RE: IMPLEMENTATION OF JOB EVALUATION PROGRAM

It is agreed that SEIU and Extendicare will enter into negotiations to develop a joint Letter of Understanding regarding the implementation of the Job Evaluation Program subsequent to the outcome of the SEIU and SAHO negotiations for the same purpose. The Letter of Understanding shall contain, but not be limited to, the maintenance procedure for the classification of new jobs and reclassification of existing jobs; classification structure; and pay grids.

All of which is agreed this **21<sup>st</sup>** day of October 2001.

FOR EXTENDICARE (CANADA) INC. And SAHO FOR SERVICE EMPLOYEES INTERNATIONAL UNION

#### LETTER OF UNDERSTANDING #7 RE: CONTRACTINGOUT

- The Employer will not be restricted by this understanding from continuing its historical employment practices including but not limited to contracting out of work of the bargaining unit.
- 2. However, when contracting out ofbargaining unit work is required, the Employer will ensure that no full-time or part-time employees with three (3) or more years of seniority will be laid off as a direct result of contracting out. Article 12 will apply to those employees with less than three (3) years seniority.
- 3. This Letter of Understanding shall remain in effect from the date of signing and shall continue from year to year thereafter except where the parties have mutually agreed to amend or revise it.

#### LETTER OF UNDERSTANDING #8 RE: SHARING OF THE EMPLOYMENT INSURANCE REBATE

It is hereby understood and agreed that effective January 1, 2000 the employee share of the Employment Insurance (EI) Rebate on behalf of all employees within the scope of this Collective Agreement is allocated in support of the provision of Article 15.05 (Family Illness Leave) of the Collective Agreement.

It is further understood and agreed that effective December 31, 1999 all previous arrangements representing utilization of the employee share of the EI Rebate are terminated and cease to have effect.

#### LETTER OF UNDERSTANDING #9 RE: CONSOLIDATION OF LOCAL LETTERS OF UNDERSTANDING

It is hereby agreed that within the life of this Collective Agreement the parties will meet to review and consolidate all Local Letters of Understanding.

Pending final determination, all Local Letters of Understanding are continued and remain in effect unless the parties during negotiations have provided otherwise.

All of which is agreed this 21<sup>st</sup> day of October 2001.

FOR EXTENDICARE (CANADA) INC. And SAHO FOR SERVICE EMPLOYEES INTERNATIONAL UNION

#### LETTER OF UNDERSTANDING #10 RE: ORGANIZATIONAL CHANGE AND REORGANIZATION OF WORK

1. The parties agree that where there is pending organizational change, the Employer shall engage in meaningful consultation with the Union in advance of the decision-making stage.

If, subject to the above meaningful consultation, planning committees or working groups are established:

- a) A reasonable number of employee representatives shall be selected by the Union to be on any such committees or groups;
- b) Relevant information shall be forwarded **to** the Union representatives on any such committees or groups;
- c) Participation on such committees or groups shall be paid at regular rates.
- 2. If as a result of pending organizational change or reorganization of existing work the parties agree to build more meaningful permanent shifts, the parties will, through meaningful consultation, seek to augment the working hours of permanent part-time employees. The parties may, by mutual agreement, determine a ratio within which no posting of the augmented hours/position(s) or lay-off will be required.

All of which is agreed this 21st day of October 2001.

FOR EXTENDICARE (CANADA) INC. And SAHO FOR SERVICE EMPLOYEES INTERNATIONAL UNION

LETTER OF UNDERSTANDING #11 RE: UTILIZATION OF LICENSED PRACTICAL NURSES

It is hereby agreed between the parties that during the life of this Collective Agreement the Employer will endeavour to review with the Union the scope and practice of Licensed Practical Nurses with a view **to** implementing within each facility full skills utilization of Licensed Practical Nurses.

All of which is agreed this 21<sup>st</sup> day of October 2001,

#### FOR EXTENDICARE (CANADA) INC. And SAHO

#### FOR SERVICE EMPLOYEES INTERNATIONAL UNION

#### LETTER OF UNDERSTANDING #12 RE: INDEPENDENT ASSESSMENT COMMITTEES

It is agreed and understood that the decisions, resolutions, and/or recommendations of Independent Assessment Committees shall not have any binding effect upon SEIU or any SEIU member within the scope of this Collective Agreement.

LETTER OF UNDERSTANDING #13 RE: DISABILITY INCOME PLAN - FINAL INDEPENDENT ADJUDICATION OF DISABILITY INCOME PLAN CLAIMS

The parties agree to develop and implement an independent review into the process of final adjudication of Disability Income Plan claims (based on medical information) within six (6) months of the date of signing the Collective Agreement.

Such process shall be incorporated by agreement into the Disability Income Plan text.

All of which is agreed this 21<sup>st</sup> day of October 2001.

FOR EXTENDICARE (CANADA) INC. And SAHO FOR SERVICE EMPLOYEES INTERNATIONAL UNION

LETTER OF UNDERSTANDING #14 RE: PROCESS OF ROUNDING UP PAY GRADES A-1 AND A-2 TO PAY GRADES A-2 TO A-3 RESPECTIVELY

Effective July 28, 2002, SEIU and SAHO agree to delete Pay Grade A-1. All employees in the former Pay Grade A-1 will move to the same step in Pay Grade A-2. All employees in the former Pay Grade A-2 will move to the same step in Pay Grade A-3. All employees will maintain current increment dates.

Extendicare agrees to implement the outcome of the SEIU/SAHO pay grade changes identified above as it would apply to job classifications covered by this Collective Agreement. Such pay grade changes are reflected in Schedule "A" of this Collective Agreement.

All of which is agreed this 21<sup>st</sup> day of October 2001.

FOR EXTENDICARE (CANADA) INC. And SAHO FOR SERVICE EMPLOYEES INTERNATIONAL UNION

#### LETTER OF UNDERSTANDING

#15 RE: INCUMBENTHAIRDRESSERS

- (a) Extendicare, while willing to retain the present incumbents, does not wish to employ additional or replacement hairdressers within SEIU's scope.
- (b) All incumbent hairdressers employed by Extendicare will be retained with no reduction in their positions for at least 90 days after January 10, 2000 and thereafter only pursuant to the collective agreement then in force.
- (c) At such time as the incumbents cease to be employed as Hairdressers by Extendicare, that classification will be deleted from the collective agreement as it applies to Extendicare. Should Extendicare then wish to engage independent contractors to provide on-site hairdressing, SEIU will be provided with at least 30 days prior notice and meaningful consultation shall occur between the parties in that notice period.
- (d) The incumbent hairdresser employed at Extendicare/Sunset shall have her contract with Extendicare terminated, with appropriate notice pursuant to said contract, within 7 days after January 19, 2000. A permanent part-time position of 60 hours bi-weekly will be created thereafter with no posting requirement and a revised letter of appointment will be issued to the incumbent.

#### LETTER OF INTENT #1 RE: EMPLOYMENT OF FULL-TIME OR PART-TIME EMPLOYEES

It is the intent of the Employer, that insofar as the efficient operation of the facility is concerned, the Employer will employ as many full-time, then part-time employees as is reasonably possible. The use of casuals shall be kept to a minimum.

#### LETTER OF INTENT #2 RE: ,EMPLOYEEASSISTANCE PROGRAM

The Employer intends to pursue an Employee Assistance Program during the life of this Agreement and will consult with the Union in this pursuit.

#### SIGNING PAGE

# IN WITNESS WHEREOF THE PARTIES HERETO WAVE CAUSED THESE PRESENTS TO BE EXECUTED THE DAY OF JANUARY 13, 2002 AND THE YEAR FIRST ABOVE WRITTEN.

Signed on behalf of: SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS **BARGAINING** COMMITTEE atte ita B Karen Newman Telninger Τen Marg Currie . 9 Pat Olson cha Nola Syera luno Sherri Hildebrondt 2 Barb King North Magnet

T. Vh 1.

Tont Villeres, Facilitator

Signed on behalf of: SERVICE EMPLOYEES INTERNATIONAL UNION BARGAINING COMMITTEE x2c Steway Sharleen ίu Morhar in: GregiTrew ∕⊃'a Barb Wotherspoon 111 Ruse. Ċ Dorgen Stevenson Russell Doell Spencer Hauson Ĺл Tanya Sosulski Ron Flach Sean McFillgott Ζ. Shella Jezowski 14 Lorne Lindquist Shirley Wills Jacoul Zinge alson n s

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#### THRISE WEEK PERIODS

Three week periods beginning Monday,....

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Saskatchewan Association of Health Organizations

# GROUP INSURANCE PLAN

# **IN-SCOPE**

# EXTENDED HEALTH CARE PLAN

## **Plan Commentary**

Canada Life POLICY NUMBER: 98930



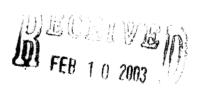
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## FOR CERTAIN SUN, HSAS, CUPE, SEIU, SGEUAND OTHER UNIONIZED EMPLOYEES OF SAHO PARTICIPATING EMPLOYERS.

This Commentary is presented as a matter of general information only. The contents are not to be accepted **or** construed as a substitute **for** the provisions of the policy.

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# YOUREXTENDEDHEALTHCAREPLAN

#### **Current Effective Date**

May 1, 2002

This commentary outlines each of the extended health care benefits which provide protection and security for you and your family. The information in this Commentary is important. Familiarize yourself with its contents and keep it handy for reference.

If you have questions about your eligibility or level of coverage under the plan, please contact your employer. If you have questions about the plan benefits or a specific claim, please contact Canada Life at the address shown at the back of this commentary.

The plan is currently funded by participating employers at rates negotiated under the most recent collective agreements. In order to maintain the financial health of the plan, please use it wisely and prudently. Cost over runs may result in a reduction to the plan benefits or a contribution increase.

This commentary contains general information, and is subject to all of the provisions, limitations, exclusions and restrictions contained in the policy issued to the Saskatchewan Association of Health Organizations.

# ELIGIBILITY

You and your Dependents are eligible for coverage upon meeting the eligibility requirements shown below.

## **Eligibility - Employee**

You are eligible if:

- you work for a SAHO participating Employer,
- you are in an insured class of Employees covered by the plan, and
- you complete the minimum waiting periods and hours requirement for your job classification shown below.

#### Permanent Full-Time Employees

If you are a permanent full-time Employee, you are eligible upon completion of 26 weeks of continuous permanent full-time employment.

**Note:** permanent full-time Employees hired before April 1, 2000 are eligible on the day following the completion of 26 weeks of continuous permanent full-time employment, or April 1, 2000, whichever is later.

If, during the initial twenty-six week waiting period, you take an approved unpaid leave of absence (not including a maternity, parental, bereavement, adoption or disability leave) of 30 days or more, the 26 week waiting period is extended by the length of the leave.

# ELIGIBILITY

## **Eligibility - Employee (Continued)**

#### Other Than Permanent Full-Time Employees

If you are an other than permanent full-time Employee working at least 40% of full-time employment, you are eligible upon completion of 26 weeks of continuous employment.

- Your eligibility will initially be determined upon completion of 26 weeks of continuous employment. To qualify for coverage you must have worked or be deemed to have worked at least 390 hours in that 26 week period. If you meet this requirement your coverage will start on the day following the end of the 26 week period, subject to all other terms and conditions of the plan.
- Your eligibility will not be determined again until you have worked for a complete calendar year (January 1 - December 31), and thereafter it will be determined on December 31 of each year. To qualify for coverage, you must work or be deemed to have worked at least 780 hours in the calendar year to qualify for coverage in the subsequent year.
- **Note:** other than permanent full-time Employees hired before April 1, 2000 are eligible on the day following the day on which the eligibility requirements above have been met, or April 1, 2000, whichever is later.

## **Eligibility - Dependents**

Coverage for your Dependents becomes effective on the same date your coverage becomes effective. If your Dependent, except a new-born Dependent, is confined in a Hospital on the date your coverage becomes effective, that Dependent's coverage does not become effective until his/her formal release from the Hospital. All benefits for a new-born Dependent are effective from birth.

# ELIGIBILITY

## **Termination of Coverage - Employee**

Your coverage will terminate on the earlier of:

- the date you cease to qualify under the eligibility rules of the plan;
- the date you cease to be employed;
- if you are on a definite leave of absence, the date which is 12 months following the date your leave of absence began;
- the date of lay-off;
- the date you no longer qualify for membership in an insured class within the plan;
- the end of the period for which premiums have been paid for your insurance;
- the day immediately prior to the date you commence active full-time service as a member of the armed forces of any country;
- the date the policy cancels;
- the date your Employer's insurance under the policy cancels;
- the date your class cancels; or
- as shown **in** the benefit descriptions.

If you terminate employment and, within 30 days of your termination, you recommence employment in a class of Employees covered by the plan with the same or another SAHO participating Employer, your coverage will be reinstated at the level in effect prior to your termination. You must advise your new Employer of your eligibility under the plan.

# ELIGIBILITY

## **Termination of Coverage - Dependent**

Your Dependent benefits will terminate on the earlier of:

- the date your Employee coverage terminates;
- the date your Dependent no longer qualifies for Dependent coverage;
- the end of the period for which premiums have been paid for the Dependent coverage; or
- as shown in the benefit descriptions.

Coverage for a Child (non-student) terminates on the Child's 21<sup>st</sup> birthday. Coverage for a Child (student) terminates on the Child's 26<sup>th</sup> birthday.

# **OVERVIEW**

This section contains:

- an explanation of how benefits are determined,
- general information,
- definitions, and
- limitations that apply to your coverage.

## **Payment of Premiums**

Your Employer contributes a fixed percentage of payroll to **a** fund established to pay the premiums of the plan. Should the contributions become insufficient to meet the premiums required by the insurance carrier, the plan will be amended to ensure that the funding limitations of the plan are not exceeded.

#### Leaves of Absence

Your coverage will continue for up to one year of an approved leave of absence.

## **Periods of Approved Disability**

If you become disabled, and:

- you are receiving benefits from a disability income plan administered by SAHO or the Public Employees Benefits Agency (PEBA), or
- you have applied to SAHO and been granted a waiver of premium coverage in respect of your membership in a SAHO benefit plan,

your coverage will continue for **up** to two years and four months from your date of approved disability.

## Definitions

Accidental Bodily Injury - any bodily injury which is caused by external violent means and independent of all other causes.

**Child -** a person who is unmarried, dependent on you for financial support, and who is your natural child, your legally adopted child, a stepchild who lives with you, or a child for whom you have been granted custody pursuant to an Order of a Court.

Unless otherwise shown in a benefit, a child must be:

- under 21 years of age, or
- between the ages of 21 and 25, inclusive, and in full-time attendance at an accredited college or university, or
- 21 years of age or older and dependent upon you for support by reason of a mental or physical disability.

A Dependent does not include a person who is in full-time service in any naval, military or air force.

In order to continue the coverage of a mentally or physically disabled child who has attained age 21, you must complete an *Applicationfor Continuance & Insurance for a Mentally and/or Physically Challenged Child* and submit it to Canada Life within 31 days of your child's 21<sup>st</sup> birthday. These forms can be obtained from your Employer, from Canada Life or from SAHO.

Dependent - your Spouse or Child.

# **OVERVIEW**

## **Definitions (Continued)**

Employee - an employee of an Employer who is a member of:

- the Saskatchewan Union of Nurses (SUN),
- the Health Sciences Association of Saskatchewan (HSAS),
- the Canadian Union of Public Employees (CUPE),
- the Saskatchewan Government and General Employees Union (SGEU),
- the Services Employees International Union (SEIU), or
- any other union designated by SAHO as eligible to participate in the plan.

**Employer** – a health-care facility in the Province of Saskatchewan that is a member of SAHO, and that is contributing to the plan in respect of any of its Employees.

**Government Plan -** any plan of insurance provided by or under the administrative control of any government or agency in accordance with any law (other than the *Employment Insurance Act* of Canada) or any plan providing insurance coverage regulated by any government.

**Hospital -** an institution that is licensed to provide active, convalescent or chronic care treatment by the government that is responsible for the issue of such licenses in the area that it is located. It does not include nursing homes, homes for the aged, rest homes or any other facility that provides similar care. An institution which employs registered nurses 24-hours a day and is equipped to handle diagnosis, treatment or surgery.

**Insured Person -** you or your Dependent excluding any person who does not reside in Canada or who is on active full-time service in the armed forces of any country.

## **Definitions (Continued)**

**Medically Necessary -** a care, service or supply (based on generally recognized standards of health care) which is accepted by the medical profession as effective, appropriate and essential.

**Prescription -** an order from a duly licensed prescriber to a registered pharmacist for the dispensing of a drug or medicine for an Insured Person, stating the name, strength and quantity of the drug or medicine prescribed, directions for its use, the date the prescription is issued and the refill frequency limit.

**Reasonable and Customary Charges -** charges for diagnosis, treatment, care, services, or supplies at the usual level for cases similar in nature and severity. Charges are representative fees and prices in the place in which they are provided, as determined by Canada Life.

SAHO – the Saskatchewan Association of Health Organizations.

**Spouse** – a person to whom you are legally married, or a person with whom you have been cohabiting in a spousal relationship for at least one year.

Where both a legal spouse and a common-law spouse exists, coverage for the legal spouse will cease immediately upon coverage becoming effective for the common-law spouse. This section contains information about the payment of claims, the appropriate claim forms to use and the documents that are required to ensure that claims are paid promptly. Claim payments are accompanied by statements explaining how benefits have been determined according to the plan.

#### How to Submit a Claim

When you wish to submit a claim, obtain the appropriate claim form from your Employer. Once you have completed and signed the form, attach the original receipts or invoices, and submit the form directly to Canada Life at the address shown on the back of the form.

#### **Co-ordination of Benefits**

Benefit payments under the plan may be co-ordinated with the benefits provided by any other plan to provide up to 100% of the expense submitted for reimbursement, as long as the total amount received from all sources does not exceed the amount of the actual expense incurred.

If the claim is for you, submit the claim first to this plan, and second to your Spouse's plan.

If the claim is for your Spouse, submit the claim first to your Spouse's plan, and second to this plan.

If the claim is for a Child, submit the claim first to the plan of the parent who has the first birth date in the year, and second to the alternate plan.

# CLAIMS

## **Payment of Claims**

All benefits will be paid to you unless Canada Life is directed otherwise.

## **Deadline for Submitting Claims**

Claims must be submitted within 120 days of the earlier of:

- your termination of employment, and
- the end of the calendar year in which the expense was incurred.

## Examination

Canada Life has the right to require you or your Dependent to have a medical examination as often as reasonably necessary. Canada Life will choose the physician and cover the cost.

## **Right to Recover**

If Canada Life pays any benefits to you which you have the right to recover from any person or corporation, Canada Life reserves the right to work with you to recover those payments.

This benefit provides reimbursement against the cost of those eligible, Medically Necessary services and supplies given or ordered by a physician, when there is only partial or no reimbursement from your provincial medical plan, and the cost(s) are incurred from sickness or Accidental Bodily Injury.

## **Benefit Entitlement**

#### Permanent Full-Time Employees

Permanent full-time Employees are entitled to 100% of the benefit payment.

#### Other.than Permanent Full-Time Employees

Other than permanent full-time Employees working at least 40% of fulltime employment are entitled to pro-rated benefits. If you have questions about your level of coverage under the plan, please contact your Employer.

#### **Benefit Amount**

Benefits are limited to the maximums identified for specific eligible charges. The reimbursement percentage Canada Life pays for all eligible charges, except those listed separately, is 100%.

## **Eligible Charges Inside Canada**

Drugs and Medicine (*Includes All Drugs in the Saskatchewan Drug Plan Formulary*) - charges for drugs that can only be obtained by a Prescription from a licensed prescriber and/or dispensed by a registered pharmacist. Any and all anti-smoking agents obtained by Prescription will be payable to a lifetime maximum of \$100.00 per Insured Person.

No benefit is payable for fertility drugs, over the counter medicines (other than those in the Saskatchewan Drug Plan Formulary), anti-obesity treatments including proteins and dietary or food supplements, health foods, vitamins (unless injected) or any fees for the administration of serum, vaccines and injectable drugs.

Dispensing limitations are not to exceed a 90 day supply.

All prescription billings must first be submitted to the Saskatchewan Provincial Drug Plan. For Prescriptions dispensed in Saskatchewan pharmacies, this is done at the time of dispensing and you will be provided with an official prescription receipt. This receipt will be accepted by Canada Life for reimbursement of covered charges. If you purchase medication outside of Saskatchewan, you must submit the original receipt to the Saskatchewan Provincial Drug Plan. Once reviewed by the Saskatchewan Provincial Drug Plan, you will be provided with a statement that will be accepted by Canada Life for reimbursement of the eligible charges.

## Eligible Charges Inside Canada (Continued)

**Deductible -** a fee of \$9.00 will be deducted from your reimbursement for each differently dated official prescription receipt submitted for reimbursement. The number of purchases recorded on each receipt does not impact the fee, The deductible does not apply to anything other than the purchase of Prescriptions made at a pharmacy.

**Private Duty Nursing -** charges made for private duty care given by a registered nurse (R.N.) or licensed practical nurse (L.P.N.) that is necessary for the medical treatment of sickness or injury. The care must be the type that can only be performed by an R.N. or L.P.N. and does not include homemaking or companionship duties. In no event will charges for private duty nursing service be paid for services performed inhospital, or when the nurse normally resides in the patient's home. Pre-approval is recommended.

The maximum benefit payable is \$7,500.00 per calendar year per Insured Person.

**Hospital -** charges made by a Hospital for services and supplies which are necessary for the medical treatment of sickness or injury, including charges for a semi-private room, but not when occupied primarily for the purposes of custodial care. The reimbursement percentage is 100%.

**Convalescent Hospital Service -** charges for chronic and/or convalescent Hospitals are limited to \$20.00 per day to a maximum stay of 90 days, but are not eligible if the Insured Person was hospitalized in either a chronic and/or convalescent Hospital on the effective date of your coverage.

## Eligible Charges Inside Canada (Continued)

**Ambulance** – licensed ambulance or other emergency service, when Medically Necessary, to transport you or your Dependent from the place where injury, disease, illness, pregnancy or mental disorder **is** suffered to the nearest Hospital where adequate treatment can be rendered, from one Hospital to another, and from a Hospital to your residence. Charges for non-transportation and waiting time are not eligible.

Charges for the fare of one attendant to accompany you or your Dependent if transportation is not provided by a licensed ambulance service.

Accidental Dental – charges made by a licensed dentist for dental treatment of injuries to natural teeth, or replacement of natural teeth, for accidents suffered by you or your Dependent while insured under this benefit.

The charge will be subject to <u>all</u> of the following conditions:

- The treatment is necessitated by a direct accidental blow to the mouth and not by an object or food placed wittingly or unwittingly in the mouth.
- The accidental blow occurs while the person is insured.
- The treatment is received within 12 months after the accidental blow.
- The treatment is the least expensive that will provide a professionally adequate treatment.
- No payment will be made for any part of the charge which exceeds the amount shown for the treatment in the current Dental Association Schedule of Fees for General Practitioners in your province of residence.
- If treatment is to be received more than 90 days after the accidental blow, a treatment plan must be submitted to Canada Life within 90 days of the accident.

## Eligible Charges Inside Canada (Continued)

**Paramedical & Professional -** charges for the services of the following practitioners, when treating sickness or injury, are covered to the calendar year maximum benefit of \$400.00 per Insured Person for each service: osteopath, chiropractor, podiatrist, naturopath, physiotherapist, psychologist, speech therapist and massage therapist.

The services of a physiotherapist, psychologist, speech therapist or massage therapist must be prescribed by a physician in order to be considered an eligible charge. The practitioner must be duly qualified, registered and practicing within the scope of the appropriate license. Eligible charges include x-ray examinations when necessary.

**Diabetic Supplies -** charges for diabetic supplies including syringes and lancets (excluding cotton swabs and rubbing alcohol) are covered to a maximum of \$1,000.00 per calendar year per Insured Person.

**Medical Services & Supplies -** when ordered by a physician in connection with the treatment of an Insured Person, the charges for the provision of anesthesia, oxygen, blood and blood products. This will also include x-ray examinations where not covered by a Government Plan. The initial charges for (but not the repair or replacement *of*) any of the following per accident or injury: crutches, splints, canes, casts, braces (excluding dental braces), when prescribed by a physician. Replacement of a device required only if due to a change in the Insured Person's physical condition.

**Ostomy Supplies -** charges for essential ostomy supplies including irrigating sets, bags, deodorants, pads, adhesives or skin creams. Charges for catheters and urinary kits are also covered.

**Hairpieces -** charges for the purchase of a hairpiece following chemotherapy or surgery where the head was shaved, limited to \$200.00 per Insured Person per lifetime.

## Eligible Charges Inside Canada (Continued)

**Equipment -** when Medically Necessary and when prescribed by a physician, orthopaedic shoes and orthotics which are specifically designed and melded for the Insured Person, shall be covered to a maximum of \$300.00 in any one calendar year. Custom fit and modifications to existing or new shoes are not eligible. (Birkenstocks, Finn Comfort, Rockport or Nike etc. shoes are not eligible.)

Charges for the rental of, or at Canada Life's option, the purchase of (if Canada Life determines that the cost of purchase is less than the anticipated total cost of rental): a manual wheelchair, a standard hospital bed (excluding electric hospital beds). Where Canada Life deems it necessary, a motorized wheelchair may be substituted. These charges will only be allowable if approved and prescribed by a physician and if they are required as a result of a bodily injury or sickness which occurred while insured under this plan or a previous plan which was replaced by this plan.

Charges for the rental of, or at Canada Life's option, the purchase of the following therapeutic equipment, provided the equipment is approved and prescribed by a licensed physician and required due to a proven medical condition:

- diabetic monitoring and administration equipment,
- transcutaneous nerve stimulator,
- cervical collar,
- aerosol equipment,
- mist tents and nebulizers (excluding humidifiers and vaporizers),
- traction apparatus,
- mozes detector,
- apnea monitor, and
- peak flow meter.

## Eligible Charges Inside Canada (Continued)

## **Equipment - continued**

Coverage for any therapeutic equipment will be subject to 50% coinsurance and the lifetime maximum for an Insured Person will be \$1,000.00 for any one or like piece of therapeutic equipment.

Charges for the initial placement of ono-myoelectric limb, artificial eyes, mastectomy forms including two surgical bras in one calendar year.

Charges for the subsequent replacement of artificial limbs and eyes where a physical change in the Insured Person necessitates the replacement, and mastectomy forms once every five years where Medically Necessary.

**Laboratory Expenses -** charges for diagnostic laboratory and x-ray expenses performed by a legally qualified person excluding charges for services provided by a physician in the course of the private practice of medicine.

**Eye Exams -** charges for eye examinations performed by an optometrist or ophthalmologist provided no part of the cost is covered by any Government Plan. Charges are limited to one exam each for you and your Spouse per 24 months, and one per 12 months for each Dependent Child under age 21.

**Hearing Aids -** charges for the cost of, repair (excluding batteries or routine maintenance **of)** and installation of a hearing aid(s) purchased on the written recommendation of an audiologist, subject to a maximum benefit of \$500.00 per Insured Person in any five consecutive calendar years.

#### **Eligible Charges Outside Canada**

#### **Emergency Treatment**

The following Emergency treatment required by you or your dependent while temporarily absent from your province or territory of residence because of business or vacation and not for health reasons will be reimbursed at 100% subject to the following conditions. The Lifetime Maximum Amount is \$1,000,000 for each insured for all the eligible charges related to any one emergency under this provision and the Travel Assistance provision. When emergency treatment for a condition is completed, any ongoing treatment related to that condition is not covered. *We will cover the first 60 days of a trip.* 

Charges for the following are included:

Room and board in a Licensed Hospital up to the hospital's standard ward rate for each day of confinement.

Hospital services and supplies furnished by a Licensed Hospital.

Diagnosis and treatment by a physician or surgeon legally licensed to practise medicine.

In the event of a medical emergency, you or someone acting on your behalf must contact the Travel Assistance Centre prior to seeking medical treatment, If it is not reasonably possible for you to contact the Travel Assistance Centre prior to seeking medical treatment due to the nature of the medical emergency, you must contact the Travel Assistance Centre as soon as possible. Failure to contact the Travel Assistance Centre as described will result in a reduction of benefits in the case of hospitalization of 40% of eligible costs. All costs for such emergency will be limited to your emergency out-of-province/country coverage and Travel Assistance coverage maximum or \$25,000, whichever is less.

If a physician or the Travel Assistance provider recommends you or your dependents be moved to a different facility at the destination, and you choose not to go, eligible costs for emergency coverage and Travel Assistance coverage will in the case of hospitalization be reduced by 40% of eligible costs. All costs for such emergency will be limited to your emergency out-of-province/country maximum or \$25,000, whichever is less.

If a physician or the Travel Assistance provider recommends you or your dependent return to your home province, and you choose not to go, emergency coverage and Travel Assistance coverage will end.

"Hospital" means an institution having diagnostic facilities that provides active, chronic care or emergency treatment with physicians and registered nurses in attendance 24 hours a day and is licensed by the appropriate governmental authority. It does not include an institution providing convalescent care, a nursing home for the aged, a rest home or any other facility providing similar care.

We will not pay for any costs resulting directly or indirectly:

- (a) from an accident occurring while you or your dependent was operating a vehicle, vessel or aircraft, if you or your dependent:
  - i) were impaired by drugs or alcohol, or
  - ii) had a blood alcohol level higher than 80 milligrams of alcohol per 100 millilitres of blood.
- (b) from the abuse of illegal substances.

Travelling outside Canada while pregnant: We will not cover any pregnancy related costs which are incurred outside of Canada within nine weeks of the expected delivery date. Costs associated with a child born outside Canada within nine weeks of the expected delivery date, or after the expected delivery date, are not covered.

Note: If you are travelling and require medical care, please contact the Assistance Centre using the telephone number on your Travel Medical Passport.

**Referral -** if you are referred by a physician to an acute care Hospital outside of Canada for care for which there is no medically sufficient alternative in Canada and prior approval was obtained from Canada Life. The lifetime maximum amount is \$50,000.00 per Insured Person. The reimbursement percentage is 100%.

A Dependent student attending an accredited university or college outside of Canada is eligible for "emergency medical care" only, as long as the student continues to be covered under a provincial medical plan, Reasonable and Customary Charges for medical care, services or supplies are covered only if they are required to treat a medical emergency.

#### Travel Assistance Benefit

The following services with respect to medical and personal emergencies required by you or your dependent while temporarily absent from your province or territory of residence because of business or vacation and not for health reasons will be reimbursed at 100% subject to the following conditions. When emergency treatment for a condition is completed, any ongoing treatment related to that condition is not covered. We will cover the *first 60 days of a trip.* 

- on the spot medical assistance
- emergency medical payments
- telephone interpretation service
- medical evacuation
- assistance with lost documents or luggage
- return of dependent children or a travelling companion
- visit of a family member
- transmission and retention of urgent messages
- help to locate Embassy or Consulate services
- assistance in the event of death to transport the remains
- return of **a** vehicle to your home or nearest rental agency

We will not pay for any costs resulting directly or indirectly:

- (a) from an accident occurring while you or your dependent was operating a vehicle, vessel or aircraft, if you or your dependent:
  - i) were impaired by drugs or alcohol, or
  - ii) had a blood alcohol level higher than 80 milligrams of alcohol per 100 millilitres of blood.
- (b) from the abuse of illegal substances.
- **Note:** For specific details, please refer to your Canada Life Travel Medical Passport which can be obtained through your employer.

Please contact the Travel Assistance Centre using the telephone number on your Travel Medical Passport.

Travelling outside Canada while pregnant: We will not cover any pregnancy related costs which are incurred outside of Canada within nine weeks of the expected delivery date. Costs associated with a child born outside Canada within nine weeks of the expected delivery date, or after the expected delivery date, are not covered.

#### Limitations

No amount is payable by Canada Life for any of the following services or charges:

- a medical examination for the use of a third party;
- any care, service or supply in connection with a change in gender;
- obtaining further medical information regarding claims for covered expenses, or any expenses incurred for the completion of claim forms;
- charges which Canada Life is not permitted by law/legislation to cover. Any changes to provincial legislation or the government health insurance plan will not automatically result in a change of coverage provided under this plan;
- cosmetic surgery, services or treatment which are not necessary for treatment of a sickness or injury;
- the failure of an Insured Person to make claim for and receive benefits within the time and in the manner prescribed under or pursuant to a Government Plan to which they are entitled. If an Insured Person is not a member of a Government Plan by reason of having "opted-out", or for any other reason is not a member of a Government Plan the Insured Person will be deemed, for the purposes of this plan, to be a member of the Government Plan;
- extra charges which may result due to the physician opting-out of the government health insurance plan;
- the renovation or alteration in any physical way to an Insured Person's residences, vehicles, or place of business, including the filtration or purification, whether mechanical or electronic, of air, water or other environmental factors;
- the repair or alteration of any prosthetic device incurred after the initial placement and fitting or charges incurred due to the replacement of any prosthetic device unless the replacement is due to a change in the Insured Person's physical condition;

#### Limitations (Continued)

- private or semi-private room charges in an acute care Hospital where the type of care is primarily custodial care or while awaiting admission to a custodial care facility;
- the purchase of a myoelectric controlled prosthetic. However, Canada Life will pay an amount equal to the Reasonable and Customary Charges of a non-myoelectric prosthetic device;
- charges for any method of contraception other than covered drugs;
- in excess of the specific limitations and maximum amounts described under Eligible Charges;
- in connection with general health examinations;
- for which the Insured Person obtains or is entitled to obtain benefits under any Government Plan;
- for which the Insured Person is entitled to obtain without charge;
- which result from any self-inflicted sickness or injury, while sane or insane;
- which result from insurrection or war (declared or not), any related act, or participation in any riot;
- which are not Medically Necessary;
- for experimental treatment not generally accepted by the medical community or involving therapies not prescribed or paid for under provincial or federal medical reimbursement plans;
- for sport or recreational services or supplies;
- that are in excess of Reasonable and Customary Charges for the least expensive appropriate treatment; and
- which result from any sickness or bodily injury occurring in the course of employment if you or your Dependent are eligible for coverage through the *Workers' Compensation Act*.

# VISION ASSISTANCE

Charges resulting from visual services or supplies recommended by a licensed optometrist or ophthalmologist are payable.

#### **Eligible Charges**

Frames, lenses, contacts and eye services not covered by any Government Plan.

#### **Benefit Amount**

The maximum amount is \$200.00 per Insured Person for each consecutive two-year period. The reimbursement percentage is 100%.

#### Limitations

No amount is payable under this benefit for charges incurred:

- for sunglasses or any tinted prescription glasses with other than a No.1 or 2 tint; or
- in connection with special procedures.

#### Preferred Vision Services (PVS) Discount

Our partnership with Preferred Vision Services will allow you to save up to 20% on the purchase of your eyewear. You will receive the PVS discount when you purchase your glasses or contact lenses from a member of the extensive PVS network of retail optical stores. Simply by showing your wallet certificate or Travel Medical Passport at a member store, you will receive the PVS discount on your purchase. To determine the nearest participating practitioner you can call the PVS information centre toll free at 1-800-668-6444.

# IN TOUCH – CANADA LIFE'S AUTOMATED INQUIRY SYSTEM

### 1-800-804-7687

Fast, Easy, Convenient Available Monday – Saturday 12 a.m. to 6 p.m. CST (April – October) 1 a.m. to 7 p.m. CST (November – March)

When you have questions about your coverage or claims, you know you can call the number above. And when you do, we try to provide quick and easy answers to all your questions.

When you call **1-800-804-7687**, you'll be greeted by **In Touch**, which will offer you the option of receiving answers to the most frequently asked questions. **In Touch**, our automated attendant, can walk you through the steps required to get the information you need, when you need it.

You'll always have the option during regular business hours of switching to a Customer Service Representative, by pressing 0.

#### With **In Touch**, you can find out:

- Details of your last three paid medical and dental claims
- How to submit a claim, including accessing, completing and mailing claim forms

Information on **In Touch** is current as it is updated daily.

#### What you need to use In Touch

- Touch-tone phone
- Group number (98930)
- Certificate Number/Social Insurance Number

Don't know your group or certificate numbers? While any caller can receive general information, to protect your privacy, you'll need those numbers if you want details about your confidential paid claims. These numbers can he found on your Explanation of Benefits statement.

# IN TOUCH – CANADA LIFE'S AUTOMATED INQUIRY SYSTEM

#### How to use In Touch

When you **call 1-800-804-7687**, you'll hear detailed prompts that will guide you to the information you are seeking.

- The first prompt will ask you whether you prefer service in English or French.
- The second prompt will allow you to select one of the following options by pressing the appropriate number on your touch-tone phone:
  - Claims inquiries
  - Benefit Coverage & Eligibility
  - All other inquiries

Once you're into **In Touch** you can select an option for dental and/or medical coverage.

In Touch will prompt you to insert your group and certificate numbers if you want claims information.

Do you have a question that can't be answered by In Touch?

**Press 0** - to connect with a Customer Service Representative from 8:30 a.m. – 5:00 p.m. local time, Monday – Friday. After these hours, your call will be forwarded to a voice mailbox where you can leave a message and a Customer Service Representative will return your call.

# Core Dental Plan

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# Commentary



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# **INTRODUCTION**

The Saskatchewan Association of Health Organizations Core Dental Plan was established January 1, 1986. It provides meaningful dental insurance coverage for most employees in the health-care field in Saskatchewan.

The Plan provides coverage for eligible employees and their dependants for specific preventive services, basic and routine services and major restorative services. The SAHO Core Dental Plan Maximum Reimbursement Schedule lists all covered services by procedure code and the maximum fee for each covered service upon which reimbursement may be based. The payment schedule is available from your employer or SAHO Employee Benefits upon request.

This commentary describes the features of the SAHO Core Dental Plan. It is intended to help members become familiar with the coverage available to them and their dependants under this Plan.

While every effort has been made to ensure that this commentary is accurate, the official Plan Document will govern in all cases.

Please take time to read this commentary carefully. Questions regarding the information contained in this commentary should be directed to your Human Resources department or Administration Office.

# PLAN HIGHLIGHTS

The Saskatchewan Association of Health Organizations Core Dental Plan provides:

- □ Up to 100% reimbursement for covered preventive services
- □ Up to 75% reimbursement for covered basic and routine services
- $\Box$  Up to 50% reimbursement for covered major restorative services
- □ Spousal and dependant coverage
- □ Co-ordination of benefits where coverage is available under the SAHO Core Dental Plan and another Dental Plan
- Coverage Plan through a comprehensive Core Dental Plan Maximum Reimbursement Schedule

Individuals employed by a participating organization in the following classifications are eligible to participate in the Plan:

- 1) Permanent Full-Time an employee who works a normal (fulltime) work week on a permanent basis and is classified as a permanent full-time employee. A permanent full-time employee is eligible to join the Plan upon the completion of twenty-six weeks of continuous permanent full-time employment (if in the initial twenty-six week qualifying period an employee takes a leave of absence without pay other than for maternity, parental, bereavement, adoption or disability of more than thirty days, the twenty-six week qualifying period is extended by the length of the leave).
- 2) Other Than Permanent Full-Time (minimum forty percent fulltime) - an employee employed on a basis other than permanent full-time and who works forty percent or more full-time.
  - Initial eligibility for an other than permanent full-time employee will be determined after 26 weeks from date of hire. To qualify for coverage an employee must have worked or be deemed to have worked a minimum of 390 hours during this 26 week period. Should an employee meet this requirement coverage will commence the first day following the completion of the 26 week period subject to all other terms and conditions of the Plan Document.
  - An other than permanent full-time employee will not be measured for eligibility again until the employee has been employed for a complete calendar year (January 1st -December 31st). Once an employee has completed a calendar year of service with the employer, eligibility will be measured on December 3 1st of each year. To qualify for coverage an employee must have worked or be deemed to have worked a minimum of 780 hours in the calendar year to qualify for coverage in the subsequent year.

# DEPENDANT ELIGIBILITY

A member's spouse and dependent children are eligible for coverage under the Plan.

Spouse means a person to whom the member is legally married or a common-law spouse.

A common-law spouse means a person with whom the member has been cohabiting in a spousal relationship for at least twelve consecutive months immediately preceding the date on which the dental expense was incurred.

Where both a legal spouse and a common-law spouse exists, coverage for the legal spouse will cease immediately upon coverage becoming effective for the common-law spouse.

A dependent child means an unmarried child or step-child of a member where the child is:

- under 21 years of age and dependent upon the member for support; or
- 21 to 25 years of age, inclusive; in full-time attendance at an accredited educational institution and dependent upon the member for support; or
- over 21 years of age and dependent upon the member for support due to mental or physical infirmity.

# DENTAL PLAN LIMITATIONS

Only procedures contained in the SAHO Core Dental Plan Maximum Reimbursement Schedule are covered and eligible for benefit payment. Also, no payment will be made for:

- extra charges by the dentist for completion of forms or for broken appointments;
- cosmetic treatment, experimental treatment or dietary planning;
- congenital or development malformation;
- replacement of dentures, crowns or bridges that are not at least five years old;
- expenses incurred for dentures which have been lost, mislaid, or stolen;
- any procedures involving the use of gold unless authorization is obtained in advance from the Plan Administrator;
- orthodontic benefits;
- claims submitted later than 120 days after the earliest of the end of the calendar year during which expenses were incurred and termination of employment;
- any dental care directly or indirectly due to or resulting from war, insurrection or the hostile action of the armed forces of any country, or participation in a riot, civil commotion or commission of a criminal offence;
- charges for services or supplies rendered for full mouth reconstructions, for vertical dimension corrections, for corrections of temporo-mandibularjoint dysfunction or for the purpose of splinting;
- dental services while on strike.

#### NOTE: EXPENSES INCURRED FOR DENTURES WITHIN (30) DAYS OF TERMINATION OF EMPLOYMENT WILL BE CONSIDERED ELIGIBLE EXPENSES AS LONG AS INITIAL IMPRESSIONS WERE TAKEN PRIOR TO THE TERMINATION OF EMPLOYMENT.

SAHO will conclusively determine if any expense falls within any of the categories above mentioned and any such determination shall be binding on the member and her dependants.

The Plan will not accept responsibility for claim payment where coverage exists through any other provincial or federal government program, including the Saskatchewan Medical Services Plan, Workers' Compensation, Saskatchewan Government Insurance or any other government programs or legislation.

# LEVELS OF REIMBURSEMENT

### Permanent Full-Time Members

Permanent full-time members are reimbursed for covered procedures at the following levels:

#### LEVEL I - PREVENTIVE SERVICES

The lesser of 100% the amount charged or the SAHO Core Dental Plan Maximum Reimbursement Schedule fee for the specified procedure.

#### LEVEL II - BASIC & ROUTINE SERVICES

The lesser of 75% the amount charged or the SAHO Core Dental Plan Maximum Reimbursement Schedule fee for the specified procedure.

#### LEVEL III - MAJOR RESTORATIVE SERVICES

The lesser of 50% the amount charged or the SAHO Core Dental Plan Maximum Reimbursement Schedule fee for the specified procedure.

#### **Other Than Permanent Full-Time Members**

Other than permanent full-time members are reimbursed for covered procedures at the following levels:

#### **LEVEL I - PREVENTIVE SERVICES**

The member's level of coverage multiplied by the lesser of the amount charged and the SAHO Core Dental Plan Maximum Reimbursement Schedule fee for the specified procedure.

#### LEVEL II - BASIC & ROUTINE SERVICES

The member's level of coverage multiplied by 75% of the lesser of the amount charged and the SAHO Core Dental Plan Maximum Reimbursement Schedule fee for the specified procedure.

#### LEVEL III - MAJOR RESTORATIVE SERVICES

The member's level of coverage multiplied by 50% of the lesser of the amount charged and the SAHO Core Dental Plan Maximum Reimbursement Schedule fee for the specified procedure.

An other than permanent full-time member's level of coverage is measured each time the member's membership eligibility is measured (initially 26 weeks after date of hire to determine percent full-time until December 31st of first full calendar year of employment and annually on December 31st thenceforth). The member's level of coverage is based on his **or** her percentage of regular full-time hours, which includes actual hours worked, plus hours deemed to have been worked during a maternity, parental, adoption, bereavement or disability leave (certain limits apply). The following schedule details the coverage levels under the Plan:

Percentage of Regular Full-time Hours	Level of Coverage
Less than 40%	NIL
40% - 50%	50%
51% - 60%	60%
61% - 70%	70%
71% - 80%	80%
81% - 90%	90%
91% - 100%	100%

#### NOTE: Other than permanent full-time employees working less than forty percent of regular hours (390 hours in initial 26 week qualifying period and 780 hours in a calendar year) are not eligible for coverage.

If you have questions about your level of coverage please contact your personnel office.

#### IMPORTANT NOTICE ABOUT REIMBURSEMENT

SAHO reserves the right to determine the amount of any dental benefit payable under the Plan by taking into account possible alternative procedures, services or courses of treatment which are based upon accepted dental practice.

Also, only those procedures listed in the SAHO Core Dental Plan Maximum Reimbursement Schedule are covered. Members are encouraged to request a copy of the current Schedule from their employers and present it to their dentist each time they or their dependants have dental services performed.

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#### PRE-AUTHORIZATION

Plan members are encouraged to submit a pre-treatment estimate where the cost of the proposed services is expected to exceed \$500.00. The estimate should be submitted on a standard claim form marked "ESTIMATE". A detailed explanation of covered and excluded services will then be provided directly to the member.

# **EXTENSION OF BENEFITS**

If a member becomes disabled and:

- is eligible for benefits from a disability income plan administered by SAHO or the Public Employees Benefits Agency (PEBA), or
- has been granted a waiver of premium coverage from SAHO,

the member's dental coverage may continue for up to two years and four months from the date of disability.

If a member becomes injured and is receiving Workers' Compensation benefits, the member's dental coverage may continue for up to two years and four months from the date of injury.

If a member is on an approved unpaid leave of absence, the member's dental coverage may continue for up to one year from the date of leave.

# **CO-ORDINATION OF BENEFITS**

Where a member or dependant has coverage under an alternate dental plan, coverage can be co-ordinated to provide up to 100% of covered expenses as follows:

- (1) Where the member is the patient, submit the claim first to the SAHO Core Dental Plan and second to the spouse's dental plan.
- (2) Where the member's spouse is the patient, submit the claim first to the spouse's dental plan and second to the SAHO Core Dental Plan along with documentation indicating reimbursement received from the spouse's plan.
- (3) Where the member's dependent child is the patient, submit the claim first to the dental plan of the parent who has the first birth date in the year, and second to the alternate plan along with documentation indicating reimbursement received.

#### NOTE: IF THE ALTERNATE PLAN DOES NOT PROVIDE FOR CO-ORDINATION OF BENEFITS, ALL CLAIMS SHOULD BE SUBMITTED TO THE ALTERNATE PLAN FIRST.

# **EXAMPLES OF ELIGIBLE DENTAL** SERVICES

#### NOTE: NOT ALL PROCEDURES ARE COVERED BY THE SAHO CORE DENTAL PLAN. MEMBERS SHOULD REFER TO THE SAHO CORE DENTAL PLAN MAXIMUM REIMBURSEMENT SCHEDULE FOR THE LIST OF PROCEDURES COVERED BY THE PLAN. THIS SCHEDULE IS AVAILABLE FROM YOUR EMPLOYER AND SAHO EMPLOYEE BENEFITS.

#### **LEVEL I - PREVENTIVE SERVICES**

- oral examinations (maximum twice per year)
- fluoride treatments (maximum once per year)
- bitewing x-rays (maximum of twice per year)
- full mouth x-rays (maximum of once per 24 months)
- unmounted study models

#### LEVEL II - BASIC & ROUTINE SERVICES

- amalgam, composite or acrylic fillings
- retentive pins
- extractions
- dental surgery including x-rays and laboratory services
- endodontics
- periodontics both surgical and non-surgical
- emergency treatment for pain
- repairs to existing dentures
- relining and rebasing of existing dentures
- re-cementing of existing inlay or crown
- stainless steel crowns

#### LEVEL III - MAJOR RESTORATIVE SERVICES

- installation of crowns, complete or partial dentures or fixed bridges
- replacement of crowns, dentures, or bridges where the existing appliance is at least five years old and cannot be made serviceable
- installation of additional teeth to existing dentures to replace additional teeth extracted
- repairs to and re-cementing of an existing fixed bridge

# **CLAIM PROCEDURE**

Claim adjudication and administration services for this Plan are currently contracted to the Canada Life Assurance Company. There are two ways to make a dental claim:

1. By Mail

Ask your employer for a SAHO *Dental Claim* form. Your dentist must complete Part I, and you must complete Part 2 of the form. Mail the form directly to Canada Life at the address shown on the back of the claim form. If the claim is eligible, your reimbursement will be mailed directly to you, unless you have assigned benefits to your dentist (benefits may be assigned under Part I of the *Dental Claim* form).

2. By Electronic Submission

If your dentist subscribes to an electronic data information system, your dentist can submit claims directly to Canada Life. Submitting your claim electronically will speed up the reimbursement process to you or your dentist.

# FILING DEADLINE FOR CLAIMS

All claims must be submitted within 120 days of the earlier of:

- the end of the calendar year in which the expense was incurred; and
- the day the member's employment terminates.

Claims submitted after the deadline are not eligible for reimbursement.

# TERMINATION OF COVERAGE

A member's coverage under the Plan ends on the earlier of:

- 1) the date the member no longer meets the eligibility rules of the Plan;
- 2) the date the member stops working for the participating member organization;
- 3) the end of the period for which the last premium was paid to the Plan by the participating member organization;
- 4) the date of termination of the Plan; and
- 5) the member's lay-off from employment with the participating member organization.

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Saskatchewan Association of Health Organizations

# GROUP INSURANCE PLAN

# IN-SCOPE

ENHANCED DENTAL PLAN

**Plan Commentary** 

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Canada Life POLICY NUMBER: 98930

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#### FOR CERTAINSUN, HSAS, CUPE, SEIU, SGEU AND OTHER UNIONIZED EMPLOYEES OF SAHO PARTICIPATING EMPLOYERS.

This Commentary is presented as a matter of general information only. The contents are not to be accepted or construed as a substitute for the provisions of the policy.

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### YOUR ENHANCED DENTAL PLAN

#### **Current Effective Date**

May 1, 2002

This commentary describes the SAHO In-Scope Enhanced Dental Plan, which provides coverage for eligible employees and their dependents for dental services over and above those provided by the SAHO Core Dental Plan.

If you have questions about your eligibility or level of coverage under the plan, please contact your employer. If you have questions about the plan benefits or a specific claim, please contact Canada Life at the address shown at the back of this commentary.

The plan is currently funded by participating employers at rates negotiated under the most recent collective agreements. In order to maintain the financial health **of** the plan, please use it wisely and prudently. Cost over runs may result in a reduction to the plan benefits or a contribution increase.

This commentary contains general information only, and is subject to all of the provisions, limitations, exclusions and restrictions contained in the policy issued to the Saskatchewan Association of Health Organizations.

## **PLAN HIGHLIGHTS**

The **SAHO** Core Dental Plan provides:

- up to 100% reimbursement for covered preventive services,
- up to 75% reimbursement for covered basic and routine services,
- up to 50% reimbursement for covered major restorative services,
- spousal and dependent coverage, and
- co-ordination of benefits with other plans.

#### The SAHO In-Scope Enhanced Dental Plan provides:

- over 270 additional coverage codes,
- 100% reimbursement for additional covered preventative service codes,
- 100% reimbursement for additional covered basic and routine service codes,
- top-up coverage to enhance the existing 75% coverage codes for basic and routine services to 100%,
- **75%** reimbursement for additional covered major restorative service codes, and
- **50%** coverage for covered orthodontic codes for dependent children up to a lifetime maximum of \$1,500.

#### ELIGIBLE EMPLOYEES

You are eligible if:

- you work for a SAHO participating employer,
- you are a member of:
  - the Saskatchewan Union of Nurses (SUN),
  - the Health Sciences Association of Saskatchewan (HSAS),
  - the Canadian Union of Public Employees (CUPE),
  - the Saskatchewan Government and General Employees Union (SGEU),
  - the Service Employees International Union (SEIU), or
  - any other union designated by SAHO as eligible to participate in the plan, and
- you complete the minimum waiting periods and hours requirement for your job classification shown below.

#### **Permanent Full-Time Employees**

If you are a permanent full-time employee, you are eligible upon completion of 26 weeks of continuous permanent full-time employment.

**Note:** permanent full-time employees hired before April 1, 2000 are eligible on the day following the completion of 26 weeks of continuous permanent full-time employment, or April 1, 2000, whichever is later.

If, during the initial twenty-six week waiting period, you take an approved unpaid leave of absence (not including a maternity, parental, bereavement, adoption or disability leave) of 30 days or more, the 26 week waiting period is extended by the length of the leave.

#### **Other Than Permanent Full-Time Employees**

If you are an other than permanent full-time employee working at least 40% of full-time employment, you are eligible upon completion of 26 weeks of continuous employment.

- Your eligibility will initially be determined upon completion of 26 weeks of continuous employment. To qualify for coverage you must have worked or be deemed to have worked at least 390 hours in that 26 week period. If you meet this requirement your coverage will start on the day following the end of the 26 week period, subject to all other terms and conditions of the plan.
- Your eligibility will not be determined again until you have worked for a complete calendar year (January 1 - December 31), and thereafter it will be determined on December 31 of each year. To qualify for coverage, you must work or be deemed to have worked at least 780 hours in the calendar year to qualify for coverage in the subsequent year.
- **Note:** other than permanent full-time employees hired before April 1, 2000 are eligible **on** the day following the day on which the eligibility requirements above have been met, or April 1, 2000, whichever is later.

#### ELIGIBLE DEPENDENTS

Your eligible spouse and dependent children are covered under the plan effective the same date that your coverage becomes effective.

#### Spouse

Your spouse is the person to whom you are legally married, or a person with whom you have been cohabiting in a spousal relationship for at least one year.

Where both a legal spouse and a common-law spouse exists, coverage for the legal spouse will cease immediately upon coverage becoming effective for the common-law spouse.

#### **Dependent** Child

A child is a person who is unmarried, dependent on you for financial support, and who **is** your natural child, your legally adopted child, a stepchild who lives with you, or a child for whom you have been granted custody pursuant to an Order of a Court.

Unless otherwise shown in a benefit, a child must be:

- under 21 years of age, or
- between the ages of 21 and 25, inclusive, and in full-time attendance at an accredited college or university, or
- 21 years of age or older and dependent upon you for support by reason of a mental or physical disability.

#### **ELIGIBLE DEPENDENTS**

#### **Dependent Child**

A dependent child does not include a person who is in full-time service in any naval, military or air force.

In order to continue the coverage of a mentally or physically disabled child who has attained age 21, you must complete an *Application for Continuance of Insurancefor a Mentally and/or Physically Challenged Child* and submit it to Canada Life within 31 **days** of your child's 21<sup>st</sup> birthday. These forms can be obtained from your Employer, from Canada Life or from SAHO.

# **DENTAL PLAN LIMITATIONS**

No amounts are paid by Canada Life for expenses incurred for, or as a result of

- procedures not contained in the SAHO Enhanced Dental Plan Payment Schedule;
- an intentionally self-inflicted injury while sane or insane,
- war, insurrection or hostilities of any kind whether or not you or your dependent were a participant in such action,
- participation in a riot or civil commotion,
- the commission or attempted commission of any offence contained in the *Criminal Code*,
- any dental care or treatment for which you are not legally obliged to pay,
- any dental care treatment which is principally for cosmetic purposes,
- any appointments not kept or for the completion of claims forms,
- any dental treatment that has as its purpose the correction of temporomandibular joint dysfunction,
- any endodontic treatment commencing before you or your dependent became insured under this benefit,
- replacement of mislaid, lost or stolen appliances,
- any crowns placed on teeth that are not functionally impaired by incisal or cuspid damage,
- any crowns, bridges or dentures for which tooth preparations were made before you or your dependent became insured under this benefit,
- any procedures, appliances or restorations used to increase vertical dimensions, or to repair teeth damaged or worn due to attrition or vertical wear or to restore occlusion,
- any services or supplies for implantology, including tooth implantation and surgical insertion of fabricated implants,
- any orthodontic expenses which were incurred prior to the date on which you became insured,

### **DENTAL PLAN LIMITATIONS**

- charges in excess of the specific limitations and maximum amounts,
- experimental treatment,
- sport or recreational services or supplies, and
- charges in excess of Reasonable and Customary Charges for the least expensive appropriate treatment.

Canada Life will conclusively determine if any expense falls within any of the above categories.

In cases where coverage exists through any other government, medical or dental program, including the Saskatchewan Medical Services Plan, Worker's Compensation, Saskatchewan Government Insurance or any other government programs or legislation, the plan will not accept responsibility for claim payment.

### **BENEFIT ENTITLEMENT**

#### PERMANENT FULL-TIME EMPLOYEES

Permanent full-time employees are reimbursed for covered procedures at the following levels:

#### Level I – Preventive Services

The lesser of 100% of the amount charged or the *SAHO Enhanced Dental Plan Payment Schedule* fee for the specified procedure, minus core coverage.

#### Level II - Basic & Routine Services

The lesser of 100% of the amount charged or the *SAHO Enhanced Dental Plan Payment Schedule* fee for the specified procedure, minus core coverage.

#### Level III - Major Restorative Services

The lesser of 75% of the amount charged or the *SAHO Enhanced Dental Plan Payment Schedule* fee for the specified procedure, minus core coverage.

#### Level IV - Orthodontic Services

The lesser of 50% of the amount charged or the *SAHO Enhanced Dental Plan Payment Schedule* fee for the specified procedure.

### **BENEFIT ENTITLEMENT**

#### OTHER THAN PERMANENT FULL-TIME EMPLOYEES

Other than permanent full-time employees are reimbursed for covered procedures at the following levels:

#### Level I – Preventive Services

Your level of coverage multiplied by the lesser of 100% of the amount charged or the *SAHO Enhanced Dental Plan Payment Schedule* fee for the specified procedure, minus core coverage.

#### Level II – Basic & Routine Services

Your level of coverage multiplied by the lesser of 100% of the amount charged or the *SAHO Enhanced Dental Plan Payment Schedule* fee for the specified procedure, minus core coverage.

#### Level III - Major Restorative Services

Your level of coverage multiplied by the lesser of 75% of the amount charged or the *SAHO Enhanced Dental Plan Payment Schedule* fee for the specified procedure, minus core coverage.

#### Level IV - Orthodontic Services

Your level of coverage multiplied by the lesser of 50% of the amount charged or the *SAHO Enhanced Dental Plan Payment Schedule* fee for the specified procedure.

### **BENEFIT ENTITLEMENT**

Your level of coverage is determined after your first 26 weeks of continuous employment, after your first complete calendar year of employment, and on December 31 of every following year.

It is based on your actual hours worked, plus any hours you may be deemed to have worked during a maternity, parental, adoption or bereavement leave, divided by regular full-time hours.

Percentage of Regular Full-Time Level of Coverage Hours Less than 40% NIL 40% - 50% 50% 60% 51% - 60% 70% 61% - 70% 71% - 80% 80% 81% - 90% 90% 91% - 100% 100%

The following schedule details the levels of coverage under the plan:

If you have questions about your level of coverage under the plan, please contact your employer.

### **BENEFIT ENTITLEMENT**

### IMPORTANT NOTICE ABOUT REIMBURSEMENT

Only those procedures listed in the *SAHO* **Enhanced** *Dental Plan Payment Schedule* are covered under the plan. You are encouraged to request a copy of the current *Schedule* from your employer and present it to your dentist each time you or your dependents have dental services performed.

To receive reimbursement for a dental expense, your coverage must be in effect on the date of your dental treatment.

Canada Life reserves the right to determine the amount of any dental benefit payable under the plan by taking into account possible alternative procedures, services or courses of treatment which are based upon accepted dental practice.

For orthodontic claims, payment for charges incurred will be based on one of the following:

- (1) If an estimated cost of treatment is used in place of an itemized statement, benefits for the insured cost of the charge will be payable on a monthly or quarterly basis as billed by the dentist. The average monthly benefit will be the total estimated cost of treatment, less the initial cost (case diagnosis, initial appliance cost, treatment plan) divided by the number of months in the treatment plan as specified by the dentist.
- (2) If a separate estimate of the cost of the initial appliances is included, the first payment will be an amount equal to the insured cost of the appliance. The remainder of the payments will be calculated in accordance with the terms of clause (1) above.
- (3) If a statement **is** submitted for each treatment as the charge is incurred, payment for the insured cost of the charge will be made as such charge is incurred.

### **BENEFIT ENTITLEMENT**

(4) Notwithstanding anything to the contrary in this provision, if an insured described above incurs charges described in another section of this provision as part of a treatment described in the Dental 4 Charges section, then such charges will be deemed to have been incurred under this Dental 4 Charges section for the purpose of calculating benefit amounts and maximum benefit amounts.

### **PRE-AUTHORIZATION**

You are encouraged to submit a pre-treatment estimate where the cost of the proposed services is expected to exceed \$500.00. The estimate should be submitted on a standard claim form marked **"ESTIMATE". A** detailed explanation of covered and excluded services will then be provided directly to you.

### **EXAMPLES OF ELIGIBLE DENTAL SERVICES**

Not all procedures are covered by the SAHO In-Scope Enhanced Dental Plan. Members should refer to the SAHO Enhanced Dental Plan Payment Schedule for the list of procedures covered by the plan. Copies of the Schedule are available from your employer or SAHO.

### Level I – Preventive Services

- oral examinations (maximum twice per year)
- fluoride treatments (maximum once per year)
- bitewing x-rays (maximum of twice per year)
- full mouth x-rays (maximum of once per 24 months)
- study models

### Level II – Basic & Routine Services

- amalgam, composite or acrylic fillings
- retentive pins
- extractions
- dental surgery including x-rays and laboratory services
- endodontics
- periodontics both surgical and non-surgical
- emergency treatment for pain
- repairs to existing dentures
- relining and rebasing of existing dentures
- re-cementing of existing inlay or crown
- prefabricated stainless steel crowns

### EXAMPLES OF ELIGIBLE DENTAL SERVICES

### Level III - Major Restorative Services

- installation of crowns, complete or partial dentures or fixed bridges
- repairs to and re-cementing of an existing fixed bridge
- replacement of crowns, dentures, or bridges where:
  - 1. the existing appliance is at least 5 years old and cannot be made serviceable, or
  - 2. the replacement is for an equivalent denture or bridgework, or
  - **3.** the existing appliance is replaced because additional teeth have been extracted after the denture or bridgework insertion, or
  - 4. the existing appliance is an immediate temporary appliance, for which impressions were taken while insured. The permanent replacement appliance must be placed within 12 months from the date of installation of the immediate temporary appliance.

### Level IV - Orthodontic

• charges incurred with respect to a dependent child, for all necessary dental services or treatment which has as its objective the correction of malocclusion of the teeth including but not limited to examinations, x-rays, models, photographs, reports and surgical exposure of teeth.

### CLAIMS

### HOW TO SUBMIT A CLAIM

When you wish to submit a claim:

- 1. obtain a SAHO Dental Claim form from your employer;
- 2. complete the Employee section (Part 2) of the claim form;
- 3. have the dentist complete the Dentist section (**Part** 1) of the claim form; and
- 4. submit the completed form to Canada Life at the address shown on the claim form.

### **CO-ORDINATION OF BENEFITS**

Benefit payments under the plan may be co-ordinated with the benefits provided **by** any other plan to provide up to 100% of the expense submitted for reimbursement, as long as the total amount received from all sources does not exceed the amount of the actual expense incurred.

If the claim **is** for you, submit the claim first to this plan, and second to your spouse's plan.

If the claim is for your spouse, submit the claim first to your spouse's plan, and second to this plan.

If the claim is for a dependent child, submit the claim first to the plan of the parent who has the first birth date in the year, and second to the alternate plan.

If the alternate plan does not provide for co-ordination of benefits, all claims should be submitted to the alternate plan first.

### **PAYMENT OF CLAIMS**

All benefits will be paid to you unless Canada Life is directed otherwise.

### **DEADLINE FOR SUBITTING CLAIMS**

Claims must be submitted within 120 days of the earlier of:

- your termination of employment, and
- the end of the calendar year in which the expense was incurred.

### **TERMINATION OF COVERAGE**

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Your coverage under the plan will terminate on the earlier of:

- the date you cease to qualify under the eligibility rules of the plan;
- the date you cease to be employed;
- if you are on a definite leave of absence, the date which is 12 months following the date your leave of absence began;
- the date you are laid-off from employment;
- the date you no longer qualify for membership in an insured class within the plan;
- the end of the period for which premiums have been paid for your insurance; and
- the date of termination of the plan.

If your insurance terminates and you or your dependent has had a tooth prepared for a crown, inlay, onlay, bridge or denture prior to such termination, the insured person will continue to be insured for covered charges incurred with respect to such crown, inlay, onlay, bridge or denture during the 90 days after such termination.

If an insured person is undergoing crown inlay, onlay, bridge or denture work, the insurance company with the policy in force at the date the appliance is installed will be responsible for the charges incurred.

If your insurance terminates and you or your dependent have commenced root canal treatment, you will continue to be insured for covered charges incurred for such treatment for 30 days after your termination. If you or your dependent is undergoing root canal treatment, the insurance company with the policy in force at the date the canal is closed will be responsible for charges incurred.

If you terminate employment and, within 30 days of your termination, you recommence employment in **a** class of Employees covered by the plan with the same or another SAHO participating Employer, your coverage will be reinstated at the level in effect prior to your termination. You must advise your new Employer of your eligibility under the plan.

### MISCELLANEOUS PLAN PROVISIONS

### LEAVES OF ABSENCE

Your coverage will continue for up to one year of an approved leave of absence.

### PERIODS OF APPROVED DISABILITY

If you become disabled, and

- you are receiving benefits from a disability income plan administered by SAHO or the Public Employees Benefits Agency (PEBA), or
- you have applied to SAHO and been granted a waiver of premium coverage in respect of your membership in a SAHO benefit plan,

your coverage will continue for up to two years and four months from your date of approved disability.

# IN TOUCH -- CANADA LIFE'S AUTOMATED INQUIRY SYSTEM

### 1-800-804-7687

Fast, Easy, Convenient Available Monday – Saturday 12 a.m. to 6 p.m. CST (April – October) 1 a.m. to 7 p.m. CST (November – March)

When you have questions about your coverage or claims, you know you can call the number above. And when you do, we try to provide quick and easy answers to all your questions.

When you call **1-800-804-7687**, you'll be greeted by **In Touch**, which will offer you the option of receiving answers to the most frequently asked questions. **In Touch**, our automated attendant, can walk you through the steps required to get the information you need, when you need it.

You'll always have the option during regular business hours of switching to a Customer Service Representative, by pressing 0.

With In Touch, you can find out:

- Details of your last three paid medical and dental claims
- How to submit a claim, including accessing, completing and mailing claim forms

Information on **In Touch** is current as it is updated daily.

### What you need to use In Touch

- Touch-tone phone
- Group number (98930)
- Certificate Number/Social Insurance Number

Don't know your group or certificate numbers? While any caller can **receive** general information, to protect your privacy, you'll need those numbers if you want details about your confidential paid claims. These numbers can befound on your Explanation of Benefits statement.

# IN TOUCH – CANADA LIFE'S AUTOMATED INQUIRY SYSTEM

### How to use In Touch

When you **call 1-800-804-7687**, you'll hear detailed prompts that will guide you to the information you are seeking.

- The first prompt will ask you whether you prefer service in English or French.
- The second prompt will allow you to select one of the following options by pressing the appropriate number on your touch-tone phone:
  - Claims inquiries
  - Benefit Coverage & Eligibility
  - All other inquiries

Once you're into **In Touch** you can select an option for dental and/or medical coverage.

In Touch will prompt you to insert your group and certificate numbers if you want claims information.

Do you have a question that can't be answered by In Touch?

**Press 0** • to connect with a Customer Service Representative from 8:30 a.m. – 5:00 p.m. local time, Monday – Friday. After these hours, your call will be forwarded to a voice mailbox where you can leave a message and a Customer Service Representative will return your call.

# **Group Life Insurance** Plan

# Commentary



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January 2001 (replaces December 1998)

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# **INTRODUCTION**

The Saskatchewan Association of Health Organizations Group Life Insurance Plan was established June 1st, 1967. Since that time the Plan has grown to provide insurance coverage for approximately 29,000 employees in the health care field in Saskatchewan.

The Plan provides Basic Life (including Accidental Death & Dismemberment) Insurance for eligible members as well as the opportunity to obtain Optional, Voluntary Accidental Death & Dismemberment and Dependent Insurance coverage at group rates in accordance with the terms of the Plan.

This commentary describes the features of the Saskatchewan Association of Health Organizations Group Life Plan. It is intended to help members become familiar with the required and optional coverage available to them under this Plan.

# While every effort has been made to ensure that this commentary is accurate, the official Plan Document will govern in all cases.

Please take the time to read this commentary carefully. Questions regarding the information contained in this commentary should be directed to your Human Resources Department or Administration Office.

# PLAN HIGHLIGHTS

The Saskatchewan Association of Health Organizations Group Life Insurance Plan has four components:

Basic Life and Basic Accidental Death & Dismemberment Insurance
 Optional Life Insurance
 Voluntary Accidental Death & Dismemberment Insurance
 Dependent Life Insurance

### ELIGIBILITY

### **Permanent Full-Time Employees**

Permanent full-time employees must join the Plan on the date of appointment to a permanent full-time position.

### **Permanent Part-Time Employees**

Permanent part-time employees must join the Plan on the date of appointment to a permanent part-time position.

### Temporary, Casual & Relief Employees

Temporary, casual & relief employees who work at least 390 hours in their first 26 weeks of employment must join the Plan on the day following the end of the 26 week period.

Temporary, casual & relief employees who work fewer than 390 hours in their first 26 weeks of employment must join the Plan on the 1<sup>st</sup> of January following a complete calendar year of employment if, in that year, the employee worked at least 780 hours of employment.

Once a temporary, casual or relief employee has been enrolled in the Plan, his or her membership in the Plan will continue in each subsequent calendar year if, during that year, he or she worked at least 780 hours of employment. Membership in the Plan will terminate on the December 31<sup>st</sup> of any calendar year in which the temporary, casual or relief employee works fewer than 780 hours.

### Students

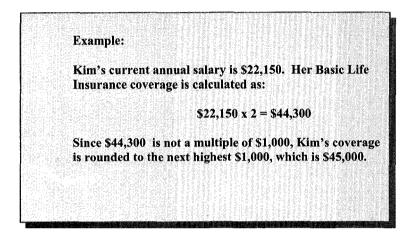
Students must join the Plan on the day on which they commence a program of studies with a participating employer.

### **Optional Membership**

Membership in the Plan may be optional for employees hired before their employer joined the Plan, subject to any collective agreement requirements. Employees should consult the relevant collective agreements to see whether or not their membership in the Plan is compulsory or optional.

# BASIC LIFE INSURANCE

An eligible employee who elects or is required to enroll in the Plan shall be insured under the Basic Life Insurance provisions of the Plan. The member's Basic Life Insurance coverage shall be established as two times the member's current annual salary'' with the product rounded to the next highest \$1,000 if it is not already a multiple of \$1,000.



The maximum Basic Life Insurance coverage under the Plan is:

\$250,000	for members under age 65 years; and
\$ 2,000	for members age 65 years or older and students.

\* Salary means a member's regular salary excluding premium payments such as overtime, shift differential, standby pay and bonuses.

**NOTE:** Members enrolled in the Group Life Insurance Plan prior to April **1**, **1982** may have elected to maintain Basic Life Insurance coverage at one or one and one-half times current annual salary. If you were enrolled in the Plan prior to April **1**, **1982** and are uncertain as to what your level of Basic Life Insurance coverage is, ask your employer.

## BASIC ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

Accidental Death & Dismemberment (AD&D) coverage is included in the Basic Life Insurance coverage for eligible employees. Should an accident occur which results in the Plan member's dismemberment, loss of hearing, speech, sight, or loss of use of one or a combination of limbs and extremities, the Plan will pay a percentage of the member's Basic Life Insurance coverage. All loss must occur within 365 days after the accident.

In the case of accidental death, payment of the AD&D benefit is in addition to the Basic Life Insurance benefit.

The maximum amount payable under AD&D for losses resulting from one accident is 100% of the member's Basic Life Insurance coverage. For example, should a member lose both hands and the sight of both eyes in the same accident, the total benefit payable would be 100% of the member's Basic Life Insurance coverage, not 100% for the loss of both hands and 100% for the sight of both eyes.

#### **Type of Loss**

#### Coverage as % of Basic Life Insurance

Life	100%
Both hands or both feet or sight of both eyes	100%
One hand and one foot	100%
One hand and sight of one eye	100%
One foot and sight of one eye	100%
Speech and hearing in both ears	
One arm or one leg	
One hand or one foot or sight of one eye	
Speech	50%
Hearing in both ears	
Thumb and index finger or at least four fingers of one hand	
All toes of one foot	12.5%
Loss of use of	
- both legs or both arms or both hands	100%
- one leg or one arm	75%
- one hand	50%

The AD&D benefit will not be paid if an injury results from suicide, self-inflicted injury, war, insurrection, participation in a riot, service in the armed forces, illness or disease, and medical or surgical treatment, viral infection and bacterial infection unless they occur as a direct result of an accident. However, occupational injuries **are** covered.

Exa	mple:	
the deat deat cove Insu	is has \$50,000 Basic Life Insurance co Plan on the date of her accidental dear h was accidental, both the Basic Life l grage and Basic Accidental Death & D grance coverage is payable to her desig eficiary.	th. Because her Insurance vismemberment
	Basic Life Insurance	\$ 50,000
	Basic AD&D Insurance	<u>\$ 50,000</u>
	Total Paid on Accidental Death	\$100,000

#### Monthly Premium - Basic Life Insurance & Basic AD&D Insurance

The current monthly premium for Basic Life Insurance and Basic Accidental Death and Dismemberment Insurance is 18¢ per \$1,000 of Basic Life Insurance coverage.

**Example:** Chris has \$50,000 Basic Life Insurance coverage and \$50,000 Basic Accidental Death and Dismemberment coverage. The monthly premium for this coverage is \$9.00.  $50 \times \$.18 = \$9.00$ Any part of this premium paid by Chris' employer is a taxable benefit to Chris.

# **OPTIONAL LIFE INSURANCE**

Optional Life Insurance coverage is available to Plan members in units of \$10,000 to a maximum of \$250,000. The coverage is on the life of the Plan member only.

A Plan member may elect to enroll Gr Optional Insurance coverage or to increase her Optional Insurance coverage at any time while actively at work in eligible employment with a participating member organization. The Plan member's election to enroll in or increase her Optional Insurance coverage must be made on the SAHO Group Life Insurance Plan form prescribed for this purpose. The Plan member's election must be supported by a completed prescribed medical questionnaire and is subject to approval by the insurance carrier, in its full and unfettered discretion, where the Plan member's election is made:

- 1) beyond sixty days of last enrolling in the Plan and qualifying for Basic Life Insurance coverage;
- 2) other than in the month of January immediately following a year in which the Plan member:

(A) acquired a spouse; or(B) acquired an additional dependent by way of birth or adoption; or

3) within thirty days of returning to active eligible employment with a participating member organization following a leave of absence that extended throughout the month of January following a year in which the Plan member:

(A) acquired a spouse; or(B) acquired an additional dependent by way of birth or adoption.

Where a member elects to increase her optional insurance coverage in accordance with 2 or 3 above, the maximum amount that she may increase her optional coverage, without having to complete and submit a prescribed medical questionnaire and without first acquiring the approval of the insurance carrier, is 7 units (\$70,000).

A Plan member may elect to decrease her Optional Insurance coverage at any time by completing and submitting the SAHO Group Life Insurance Plan form prescribed for this purpose.

### **Monthly Premium - Optional Insurance**

The monthly premium is based on the Plan member's **current** age and on whether or not she is a smoker. Deductions will increase as the Plan member moves into the next age category. A non-smoker is a member who has not smoked cigarettes within the previous 12 months. Plan members must notify their employer of a change in status from non-smoker to smoker. A Plan member's false declaration that she is a non-smoker will invalidate a subsequent claim.

The monthly premium per \$1,000 of Optional Life Insurance coverage is as follows:

AGE	NON-SMOKER	SMOKER
under age 35	.035	.070
35 - 39	.035	.070
40 - 44	.060	.120
45 - 49	.085	.170
50 - 54	.200	.360
55 - 59	.340	.600
<b>60 -</b> 64	.475	.840

#### **Example:**

Jane, age 27, chooses 5 units or \$50,000 of Optional Insurance coverage. If Jane is a non-smoker her rate is calculated as \$.035 x 50 or \$1.75 per month. If Jane is a smoker her rate is calculated as \$.07 x 50 or \$3.50 per month.

### VOLUNTARYAD&D INSURANCE

Voluntary Accidental Death and Dismemberment (AD&D) Insurance coverage is available to Plan members and their dependents. Member coverage is available in units of \$10,000 to a maximum of \$250,000. Dependent Voluntary AD&D coverage is a percentage of the Plan member's Voluntary AD&D coverage.

A Plan member may elect to enroll for Voluntary AD&D Insurance coverage, to increase or decrease her Voluntary AD&D coverage or change her Voluntary AD&D coverage to include or exclude dependents at any time, while actively at work in eligible employment with a participating member organization, by completing the SAHO Group Life Insurance Plan form prescribed for these purposes. Elections to enroll for Voluntary AD&D Insurance, or to increase Voluntary AD&D Insurance coverage are not subject to prior approval by the insurance carrier.

In the event of the accidental death of a Plan member, the full amount of Voluntary AD&D Insurance coverage is payable to the Plan member's designated beneficiary(ies).

Where a Plan member has elected to include her eligible dependents under the Voluntary AD&D Insurance coverage provisions, the following amounts are payable to the Plan member in the event of the accidental death of a dependent:

### **Accidental Death of Spouse:**

\*50% of the member's Voluntary AD&D Insurance coverage if the Plan member has no dependent children on the date of the spouse's accidental death.

\*40% of the member's Voluntary AD&D Insurance coverage if the Plan member has dependent children on the date of the spouse's accidental death.

### Accidental Death of a Dependent Child:

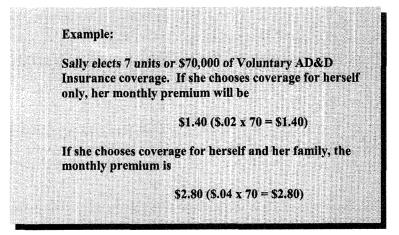
\*20% of the member's Voluntary AD&D Insurance coverage if the Plan member does not have a spouse on the date of the dependent child's death.

\*10% of the member's Voluntary AD&D Insurance coverage if the Plan member has a spouse on the date of the dependent child's death.

In the event of the accidental dismemberment of a dependent, the Voluntary AD&D Insurance accidental death percentages detailed above and the Basic AD&D Insurance loss schedule apply.

#### Monthly Premium - Voluntary AD&D Insurance

\$.02 per \$1,000 of member coverage where only the Plan member is insured \$.04 per \$1,000 of member coverage where the Plan member and dependents are insured (family coverage).



# DEPENDENT LIFE INSURANCE

A Plan member may elect to insure her spouse and dependent children under the Dependent Life Insurance coverage provisions of the Plan. Dependent Life Insurance coverage is available in the following amounts only:

Spouse	\$10,000
Each Dependent Child	\$ 2,500

#### A spouse is defined as:

- (1) the person designated by the Plan member as her beneficiary under the Plan if the relationship of such beneficiary to the Plan member has been indicated as spouse, whether such beneficiary is the Plan member's legal spouse or commonlaw spouse;
- (2) in the absence of such beneficiary designation, the person lawfully married to the Plan member; or
- (3) in the absence of both (1) and (2), a person who resides with the Plan member in a common-law relationship, which is defined as a relationship wherein two persons cohabit in a spousal relationship and whereby there is mutual agreement between the persons that the relationship is a permanent relationship, exclusive of all other such relationships.

### A dependent child is defined as:

an unmarried child of the Plan member or the Plan member's spouse who is dependent on the Plan member for support and who is:

- (1) under 21 years of age,
- (2) under 26 years of age and in full-time attendance at a university or similar institution of higher learning, or
- (3) 21 years of age or older who was insured on the day immediately preceding his or her 21st birthday and who is dependent on the Plan member for support due to a mental or physical infirmity.

A Plan member may elect to enroll for Dependent Life Insurance coverage at any time while actively at work in eligible employment with a participating member organization. The Plan member's election to enroll must be made on the SAHO Group Life Insurance Plan form prescribed for this purpose. The Plan member's election must be supported by a completed medical questionnaire and is subject to approval by the insurance carrier, in its full and unfettered discretion, where the Plan member's election is made beyond the later of:

- (1) sixty days of last enrolling in the Plan and qualifying for Basic Life Insurance coverage; and
- (2) sixty days of first acquiring a dependent.

A Plan member may elect to cancel her Dependent Life Insurance coverage at any time.

### Monthly Premium - Dependent Life Insurance

The monthly premium for Dependent Life Insurance coverage is \$4.50. (The monthly premium is not affected by the number of dependent children even though each dependent child is insured when a Plan member elects Dependent Life Insurance coverage).

Plan members participating in the Plan in 1990 were provided a then one-time opportunity to reduce their Dependent Life Insurance coverage to:

Spouse	\$5,000
Each Dependent Child	\$2,500

# WAIVER OF PREMIUM

### General

A waiver of premium is granted if a plan member's disability claim is approved by SAHO. It means that the member's insurance coverage will continue and no premiums are payable throughout the period for which the waiver was granted. The member's Basic Life Insurance and Basic AD&D Insurance will continue based on the salary the member was receiving at the date of disability. If the member has Optional, Voluntary AD&D or Dependent Life coverage, it will continue in the amount in effect at the date of disability.

### Member of SAHO or PEBA Disability Plan

If a Plan member is required to cease work due to disability, Group Life premiums are payable during the first 119 days of disability. After the first 119 days of disability, if a Plan member is eligible for benefits from either a SAHO Disability Income Plan or the Public Employees Benefits Agency (PEBA) Disability Income Plan, premiums are waived automatically and all pre-disability Group Life coverage continues. No further premiums are required while the member is eligible for SAHO or PEBA disability income benefits. Group Life coverage ceases when disability benefits cease.

### Non-Member of SAHO or PEBA Disability Income Plan

If a Plan member is required to cease work due to a disability, Group Life premiums are payable during the first 119 days of disability. After the first 119 days of disability, the member must apply for a waiver of premiums by completing the required forms available from his or her employer. To be eligible for the waiver, the member must be totally disabled from engaging in his or her own occupation during the first two years and 119 days of disability. Thereafter the member must be totally disabled from engaging in any occupation for which the member may be suited by virtue of the member's education, training and experience.

### WCB

Plan members who are receiving Workers' Compensation benefits are required to pay premiums for the first year. After one year of WCB payments, a Plan member must apply for a "Waiver of Premium" by completing the required forms available from her employer.

# LEAVES OF ABSENCE

### **Approved Leave of Absence**

Plan members on an approved leave of absence that does not exceed twelve months will continue their Group Life coverage. Premiums must be paid for this twelve-month period. If the leave exceeds twelve months, coverage will terminate the first day of the thirteenth month following the leave start date. Coverage will cease immediately for non-payment of premiums.

### **Maternity Leave**

Plan members on maternity leave will continue their Group Life coverage for a period of absence not exceeding twelve months. Premiums must be paid for this twelve-month period. If the leave exceeds twelve months, coverage will terminate the first day of the thirteenth month following the leave start date. Coverage will cease immediately for non-payment of premiums.

### **Educational Leave**

Plan members on an approved educational leave will continue their Group Life coverage for a period of absence not exceeding thirty-six months. Premiums must be paid for this thirty-six month period. If the leave exceeds thirty-six months, coverage will terminate the first day of the thirty-seventh month following the leave start date. Coverage will cease immediately for non-payment of premiums.

### Layoff from Employment

Plan members who are on layoff will continue their Group Life Insurance coverage for a period not exceeding twelve months. Premiums must be paid during this twelve-month period. If the layoff exceeds twelve months, coverage terminates on the first day of the thirteenth month following layoff. Coverage will cease immediately for non-payment of premiums.

# **TERMINATION PRIVILEGES**

### Member

Within 31 days of the earlier of termination of plan membership and reaching age 65, a member may apply to convert, without evidence of insurability, her terminated insurance coverage to an individual policy. The maximum amount available for conversion is the <u>lesser</u> of her current Basic Life plus Optional Life coverage and \$250,000, each less any paid-up retirement coverage or post-age 65 active member coverage continuing in force under the plan.

### **Spouse of Plan Member**

Within 31 days of the earlier of the member's termination of plan membership (excluding termination of membership by death); the member reaching age 65; and the member's spouse reaching age 65, the member may apply to convert, without evidence of insurability, the spouse's terminated Dependent Life coverage to an individual policy on the life of the spouse.

Within 31 days of the death of a member, the member's spouse may apply to convert, without evidence of insurability, the terminated Dependent Life coverage to an individual policy on his life.

Applications for conversion of insurance are available from your human resource office or SAHO.

# EARLY RETIREMENT LIFE INSURANCE

A member who retires before age 65 may choose to continue his or her insurance coverage until age 65 if, on the member's early retirement date, the member:

- is at least age 55 and has worked continuously for his or her employer for at least 10 years, or
- is at least age 55 and has been a member of the Plan continuously for at least 10 years ("continuously" means without a break in membership of more than six months), or
- is a member of the SAHO Retirement Plan and is entitled to an immediate unreduced pension, or
- is a member of the Public Service Superannuation Plan or the Public Employees Pension Plan and is entitled to an immediate unreduced pension.

If the member chooses to continue his or her coverage, the member's insurance may not exceed the amount of Basic Life, Basic AD&D, Optional Life, Voluntary AD&D and Dependent Life Insurance in force at the member's retirement date. The member may choose to reduce or cancel his or her insurance at any time.

Premiums will be deducted from the member's monthly SAHO Retirement Plan pension payment or, if the member is not receiving a SAHO Retirement Plan pension, billed to the member annually.

# **RETIREMENT LIFE INSURANCE**

All insurance coverage under the plan ends on the day a plan member retires, unless the member retired early and chose to continue his or her insurance coverage until age 65. On retirement, the member may apply for a \$1,500 paid-up policy of insurance if the member:

- is at least age 55 and has worked continuously for his or her employer for at least 10 years, or
- is at least age 55 and has been a member of the Plan continuously for at least 10 years ("continuously" means without a break in membership of more than six months), or
- is a member of the SAHO Retirement Plan and is entitled to an immediate unreduced pension, or
- is a member of the Public Service Superannuation Plan or the Public Employees Pension Plan and is entitled to an immediate unreduced pension.

"Paid-up" means that the policy is paid for and the retired member does not pay any premiums. On the death of the retired member, \$1,500 is payable to his or her designated beneficiary.

Note: A plan member who retires before age 65 and chooses to continue his or her insurance coverage until age 65 is not eligible for the \$1,500 paid-up policy until the earlier of age 65 and the day the member chooses to end his or her early retirement coverage.

INZ

# Disability Income Plan



For members affiliated with the Service Employees International Union (SEIU)



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January 2001 (replaces January 2000)

SAHO/SEIU DIP

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### **INTRODUCTION**

The Saskatchewan Association of Health Organizations Disability Income Plan for eligible employees affiliated with the Service Employees International Union (SEIU) came into effect on January 1, 1975.

The purpose of the Plan is to provide protection from a complete loss of income due to disability. The Plan has been designed to complement the sick leave plan of each employer and is integrated with government disability and other benefit programs.

This commentary outlines the main features of the Plan. It is intended as a guide to help you understand your benefits.

#### While every effort has been made to ensure this commentary is accurate, the official Disability Income Plan Text for the Service Employees International Union will govern in all cases.

Please read this commentary carefully. Questions regarding the information contained in this commentary should be directed to your Personnel or Administration Department. The official Disability Income Plan Text is available for review through your employer.

### PLAN HIGHLIGHTS

The SEIU Disability Income Plan provides the following:

- bridge benefits equal to 66 2/3% of your pre-disability regular gross weekly earnings
- long term disability benefits equal to 60% of your pre-disability regular gross monthly earnings
- after an initial 119 calendar day qualifying period, benefits are payable for up to 24 months if you are totally disabled from your own occupation and, after 24 months, if you are totally disabled from any occupation
- vocational rehabilitation services to assist you in returning to the work force

#### SAHO/SEIU DIP

## **DEFINITION OF DISABILITY**

"Totally Disabled" means for the qualifying period (119 days), and the first twenty-four (24) months immediately following, a condition in which you are wholly disabled by illness or accidental injury which prevents you from performing any and every duty of your pre-disability occupation. This is called your "own occupation" period.

Thereafter, "Totally Disabled" means a condition in which you are unable to perform any and every duty of any occupation for which you could be reasonably fitted by education, training, or experience. Barriers to work such as the status of your pre-disability employment, economic conditions or geographic location cannot be taken into consideration when considering your ongoing eligibility for benefits.

### **APPLICATION FOR BENEFITS**

Your application for benefits must be received by SAHO no later than 90 days following the expiration of employer paid sick leave for Bridge Benefits, or 6 months following your date of disability for Long Term Benefits, or 90 days following the denial or termination of WCB, SGI, or other benefits. To apply for benefits, application forms must be completed by yourself, your physician, and your employer. The application forms are available from your employer.

It is important to inform your employer of your application for disability benefits. Your statement (Employee's Initial Application) and your doctor's statement (Attending Physician's Initial Statement) should be returned to your employer when completed.

The Attending Physician's Initial Statement must be completed by a **licensed physician** who is involved in the care and treatment of your disabling condition. If any specialists have been seen, you should ensure that copies of the consultation reports and test results are also provided.

While information from chiropractors, physiotherapists, and other treatment providers can be helpful, medical evidence must substantiate that you have been under the care of a licensed physician since the day of your absence.

Confidentiality of the details of your application can be maintained by giving your application to your employer in a sealed envelope marked "confidential".

Periodically, medical updates will be required from your physician. You will be notified when updated medical evidence is required. You are responsible for any fees involved in any examination or the completion of any report or application form.

Your employer will complete a report of your employment history, level of earnings and sick leave entitlement.

If you are applying for a disability benefit which has been denied or terminated through Workers' Compensation, please ensure that all Workers' Compensation correspondence is included with your initial application form.

Short term bridge benefits are paid on a weekly basis. Bridge benefits will be deposited directly into your account, at a bank or other qualifying financial institution of your choice, on the Friday of the week in which the benefit is due. Long Term Disability benefits will be deposited directly into your account on the last banking Friday of the month in which the benefit is due. When you submit your initial application for Disability Income Plan benefits, you must attach either a blank personal cheque marked "VOID" or a fully encoded deposit slip.

### ELIGIBILITY

All employees employed by a participating organization in the following classification are eligible to participate in the Plan:

- (1) <u>Permanent Full-Time</u> An employee who works a normal (fulltime) work week on a permanent basis and is classified as a permanent full-time employee.
- (2) <u>Permanent Part-Time</u> An employee who works less than the normal full-time hours of work per day or per week on a regular scheduled basis and is classified as a permanent part-time employee.
  - Permanent full-time and permanent part-time employees under the age of 65 on their date of hire are eligible to join the Plan on the date they become a permanent employee.

### SAHO/SEIU DIP

- (3) <u>Casual/Relief</u> An employee who is under the age of 65 and classified as casual/relief will qualify for coverage as follows:
  - Initial eligibility will be determined after 26 calendar weeks from date of hire. To qualify for coverage, an employee must have worked or be considered to have worked a minimum of 390 hours during this 26 week period. Should an employee meet this requirement, coverage will commence the first day following the completion of the 26 week period subject to all other terms and conditions of the Plan Text.
  - A casual/relief employee will not be measured for eligibility again until the employee has been employed for a complete calendar year (January 1 - December 31). Once an employee has completed a calendar year of service (January 1 - December 31) with the employer, eligibility will be measured after December 31 of each year. An employee must have worked, or be considered to have worked, a minimum of 780 hours in the preceding calendar year to qualify for coverage in the following year, subject to all other terms and conditions of the Plan.

You must be actively at work on the day your coverage is to start. If you are not actively at work, your coverage will not start until you return to active employment.

If you were last hired on or after the date your employer joined the Plan as a participating member organization, you must participate in the Plan as a condition of employment from the Plan effective date or the first day of your active eligible employment.

#### Temporary employees are not eligible to participate in the Plan.

## **BENEFIT ENTITLEMENT**

### SICK LEAVE

If you become disabled, for the first 119 calendar days (qualifying period), you may receive income from your participating employer's sick leave plan until all of your sick leave credits are used up or until the 119th calendar day, if earlier. Should your accumulated sick leave credits total more than 119 calendar days, the balance will be retained for future use in case another disability occurs following your recovery and return to work.

### **BRIDGE BENEFIT**

If you have not accumulated sufficient sick leave credits to cover the first 119 calendar days (qualifying period) of disability, you may qualify for a weekly bridge benefit equal to  $66\ 2/3\%$  of your regular gross weekly earnings less income tax and any benefit reductions. Benefits will be calculated to commence on the day after your sick leave expires or would have expired, had you qualified to use your accumulated sick leave.

#### LONG TERM DISABILITY

In the event you remain Totally Disabled beyond the qualifying period and are approved for benefits, you will be entitled to benefit payments in the amount of 60% of your pre-disability regular gross monthly earnings, less income tax and any benefit reductions.

Long term disability benefits are payable only after the 119 calendar day qualifying period.

Example: if you become totally disabled on June 15, your qualifying period starts on June 15 and ends on October 11. If your claim is approved, long term disability benefits would start on October 12.

## HOWARE BENEFITS CALCULATED?

### FULL-TIME

If you are a full-time employee, your benefits are based on your regular rate of pay at the time of your disability. Regular rate of pay is the regular hourly rate of earnings excluding any premium pay such as overtime, shift differential, call back, stand by, bonuses, etc.

### Example 1 - BRIDGE BENEFIT (weekly benefits)

Hours worked per week:	40
Hourly rate:	\$11
Weekly gross earnings:	\$11 x 40 = \$440
Bridge benefit entitlement:	662/3% of pre-disability weekly gross earnings
Weekly benefit:	\$440 x 66 $2/3\%$ = \$293.33 (less income tax
•	and any benefit reductions)

### Example 2 - LONG TERM DISABILITY BENEFIT (monthly benefits)

Weekly gross earnings:	\$440
Monthly gross earnings:	\$440 x 4 1/3 = \$1,906.67
Benefit entitlement:	60% of pre-disability monthly gross earnings
Monthly benefit:	$1,906.67 \ge 0\% = 1,144$ (less income tax
	and any benefit reductions)

### **OTHER THAN FULL-TIME (OTFT)**

If you are an OTFT employee, your benefits are calculated by multiplying your hourly rate of pay at the time of your disability by your weekly paid hours averaged over the previous 12 months (or such lesser period if your eligibility for coverage was within the preceding 12 months).

#### Example 1 - BRIDGE BENEFIT (weekly benefits)

Average hours paid per week:	20
Hourly rate of pay:	\$11
Benefit entitlement:	66 2/3% of weekly gross earnings
Weekly benefit:	$11 \times 20 \times 66 \frac{2}{3} = 146.67$ (less)
-	income tax and any benefit reductions)

#### SAHO/SEIU DIP

#### Example 2 - LONG TERM DISABILITY BENEFIT (monthly benefits)

Average hours paid per week: Hourly rate of pay: Benefit entitlement: Monthly benefit: 20 \$11 60% of monthly gross earnings \$11 x 20 x 4 1/3 x.60% = \$572 (less income tax and any benefit reductions)

## **RETROACTIVE EARNINGS ADJUSTMENT**

The earnings used to calculate your disability benefit will be adjusted to include any general pay increase to which you are entitled when the general pay increase is retroactive to a date before your date of disability. Your employer must confirm in writing to the Plan your eligibility for the general pay increase.

## **BENEFIT REDUCTIONS**

Benefits are reduced by:

- any benefit payable under the Canada Pension Plan (excluding dependant and survivor benefits) or Quebec Pension Plan. The benefits payable by the Disability Income Plan will not be reduced by any increases in Canada Pension or Quebec Pension disability benefits except for changes due to an error in the original determination of the amount of the award or as a result of a change of 10% or more in the Canada Pension benefit formula;
- earnings from any employer;
- any other group insurance disability benefits, other than those paid by a Group Life Insurance Plan;
- retirement or disability benefits provided by a SAHO participating employer and/or government agency, but excluding benefits payable from Human Resources Development Canada Employment Insurance;
- retirement or pension benefits payable from a source other than those mentioned above if the benefits are payable as a direct or indirect result of the disability;
- any compensation for salary or wage loss granted or provided for the same disability except for benefits received from insurance carried by the employee, statutory or otherwise, in which case reduction of benefits to the member under the Plan shall be that amount by which a combination of the insurance and benefits exceed 100% of the member's regular wage or salary;
- any compensation for salary or wage loss granted or provided for the same disability by statute, including income replacement benefits under *The Automobile Accident Insurance Act*, or any other provincial automobile insurance plan;
- benefits payable under any Workers' Compensation or similar Act.

## **MEMBER'S OBLIGATIONS**

- In order to receive benefits under this Plan, a disabled member must apply for any disability payments for which the member may be eligible under any Workers' Compensation Act or comparable legislation or insurance provision or under the Canada Pension Plan or any other benefits for which the member may be eligible including any other insurance, any other group insurance contract, or any agency or Plan of any federal, provincial, municipal or other level of government. Until the amount of such payments has been established, the Plan reserves the right to make reductions provided from any of the above on the basis of the estimated amount of such payments.
- The Plan also reserves the right to require members to appeal denial of benefits from another agency or Plan. During the appeal process, the Plan reserves the right to deduct the estimated value of the benefits which may be provided from any of the sources listed; and
- The reductions shall include:
  - (a) amounts which are payable or would have been payable had a satisfactory application or appeal been submitted; and
  - (b) amounts, or increases in amounts, which commence at the same time as or after the start of a disability for which benefits are payable under this Plan.

## **OVERPAYMENTRECOVERY**

If you receive an overpayment of benefits under the plan, you must repay both the amount of the benefit overpayment you received and the income tax paid to the Canada Customs and Revenue Agency on your behalf. You will receive a notice which you can file with your next income tax return in order to reclaim the income tax paid on your behalf.

## PLAN LIMITATIONS

Benefits are not paid for claims:

- if you are not under continuing medical supervision and treatment considered satisfactory by the Plan;
- caused by intentional self-inflicted injuries;
- from injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country, or participation in a riot;
- which occurred during the commission or the attempt to commit an offence under the Criminal Code for which the member is convicted and jailed;
- experienced during the first year of Plan membership resulting from injury or illness related to any injury or illness for which medical attention was received during the six (6) months prior to the employee becoming a member of the Plan;
- which occurred during the period of work stoppage due to a strike, except that the application for benefits may be made immediately following the end of the strike if the member is still qualified in accordance with all of the other terms of the Plan;
- if you have established permanent residence outside of Canada;
- if the disability has resulted from treatment which is not considered to be medically necessary to treat an injury or illness;
- for which the medical information submitted is insufficient to prove that you are Totally Disabled.

## WHENDO YOURBENEFITS END?

Your benefits will automatically end on the day before the earlier of:

- the date you cease to be Totally Disabled in accordance with the terms of the Plan;
- the first of the month coinciding with, or next following, your 65th birthday (for long-term disability benefits only);
- the date you engage in any occupation for wages or profit except through a rehabilitation program approved by the Plan;
- the date you fail to furnish proof of the continuance of Total Disability or fail to submit to an examination requested by the Plan;
- the date a Totally Disabled member is not involved in a Rehabilitative Program which is considered appropriate by the Plan;
- the date you are not under continuing medical supervision and treatment considered satisfactory by the Plan;
- the date of your death;
- the date you retire and elect to receive a retirement benefit under the Retirement Plan to which you and a member employer contributed during your active employment;
- the date you establish permanent residence outside Canada.

# WHENDOES YOUR PLAN COVERAGE END?

Your coverage will automatically end without prior notice on the earlier of:

- the date of termination of your active employment [except during a disability claim];
- the date of lay off;
- the date the Plan terminates;
- the date of your death;
- the date you do not satisfy the eligibility requirements of the Plan;
- the date you or your employer fail to make the required Plan premium contributions;
- the date an unpaid leave of absence (LOA) commences where you do not formally elect to maintain your disability coverage and pay premiums for the coverage throughout your unpaid LOA;
- the date you attain age 65; or
- the date you enter the armed forces on a full-time basis.

## VOCATIONAL REHABILITATION SERVICES

During your period of Total Disability, Vocational Rehabilitation Services may be made available to you. Each claim is assessed to determine if the services of a Rehabilitation Consultant would be of assistance. You will be notified in writing prior to the Consultant contacting you in person.

#### **REHABILITATIVE EMPLOYMENT**

The most desired outcome of your recovery from Total Disability is a return to work in the same position with the same employer. To assist in this, SAHO may work with your employer to arrange a graduated return to work program when it is medically safe to do so. The program may be supernumerary, in which case you will continue to receive your disability benefits during the period of rehabilitation.

If you return to your own position on a graduated basis, and receive earnings from your employer, your disability benefits will be adjusted by the amount of your rehabilitative earnings. However, your adjusted disability benefits plus your rehabilitative earnings may be greater than the disability benefits you received before your rehabilitative employment.

#### **Example:**

\$2,000 per month \$2,000 x 60% = \$1,200
\$900 per month (\$2,000 - \$900) x 60% = \$660
\$900 + \$660 = \$1,560 gross

Note: The adjusted disability benefit that you receive during your rehabilitative employment is still subject to the provision that total gross income from all sources shall not exceed 100% of your pre-disability gross earnings.

#### JOB SEARCH ASSISTANCE

If it is likely that you will be unable to return to your pre-disability occupation, SAHO may provide you with job search assistance. This assistance may include assistance with résumé preparation, vocational testing, aptitude testing or arranging on the job training opportunities.

## **RECURRENT DISABILITY**

If you return to work during the qualifying period (first 119 calendar days of your disability), and again become disabled from the same or a directly related disability within 10 working days (or shifts), your disability will be considered continuous and your qualifying period will resume as though there had been no interruption.

If you have been receiving Long Term Disability benefits from the Plan and have returned to work, then subsequently become disabled within six months from the same or a directly related disability, your benefits will begin immediately as though there had been no interruption subject to all terms and conditions of the Plan. You will not be required to again serve the 119 calendar day qualifying period before monthly disability benefits become payable.

In order to properly document the recurrent disability, a new set of initial application forms must be submitted by yourself, your physician and your employer.

## **SUBROGATION**

If your disability was the result of negligence or other wrongful act of another party (another person or business), you are required to pursue legal action to recover the total benefits paid to you under this Plan from the party at fault and refund this sum to the Plan. You must notify the Plan if your disability is the result of the negligence or other wrongful act of another party. SAHO will advise you of the amount owing and the process to recover this sum if you require assistance.

## LEAVES OF ABSENCE

Subject to the terms and conditions of the Plan, you may elect to continue your Disability Income Plan coverage for up to 12 months while you are on an approved unpaid Leave of Absence. You are responsible for the total cost of premiums during the period of leave. Prior to beginning the leave, you must contact your employer, complete the Leave of Absence Form and arrange for payment of premiums through your employer. If your approved leave is for 30 calendar days or less your Disability Income Plan coverage will remain in effect without need for you to apply for continued coverage.

NOTE: Please be advised that you must formally elect to maintain your Disability Income Plan coverage throughout an approved unpaid leave of absence period, and it is your responsibility to contact your employer to ensure that all arrangements are made. Long Term Disability benefits do not begin until 119 days after your pre-leave scheduled return to work date subject to all other terms and conditions of the Plan.

## CANADA PENSION PLAN

*You* may be entitled *to* receive Canada Pension Disability benefits. Under the terms of this Plan, you are required to apply for Canada Pension Disability benefits if, and when, asked to do so by the Plan. You must report the amount of the benefits received from Canada Pension and any benefit you receive (excluding dependant and survivor benefits) will reduce benefits payable from this Plan.

## **RIGHT TOA REVIEW**

You may apply in writing to the Plan for a review of any decision, provided you request the review within 60 calendar days from the later of either the date when your disability benefits were denied, reduced, or stopped; or the date when the most recent decision to deny, reduce or stop your benefits was made.

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## MONTHLY PREMIUM

The total monthly premium is calculated as a percentage of your regular earnings. Your portion of the monthly premium will be deducted from your pay.

The financial requirements of the fund will be measured on a continuous basis and adjustments to the premium levels may be made from time to time. Please consult your employer regarding the current premium rate.

## TAXABLE BENEFIT

Your disability benefits are taxable for income tax purposes. This means that income tax will be withheld and submitted to the Canada Customs and Revenue Agency on your behalf. Your benefits are taxable income for the year in which they are received. Each year SAHO will send you a statement of the disability benefits paid to you. The statement will show the total taxable benefit received and the amount of tax withheld. This statement must be used when filing your income tax return.

The Canada Customs and Revenue Agency permits you to deduct premium contributions to the Plan for any benefit received.

If you become disabled in the current calendar year, a statement that shows the amount of your premiums paid to the plan will be mailed to you early in the following year that you can file with your income tax return. You may also receive a statement from your employer.

# **Retirement Plan**

**Commentary** 





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# Introduction

The SAHO Retirement Plan was established in 1962 for health care employees of SAHO members, which include health districts, hospitals, nursing homes, special care homes, community centres, and other health related facilities.

Whether you are a new employee or a long-standing member of the plan, the plan benefits are important to you and your family. This commentary describes the plan for you, so please read it carefully and keep it in a safe place for future reference.

Member information sheets - This symbol beside a topic in the commentary means that a member information sheet is available to provide you with more information on the corresponding topic. These sheets, called *Questions and Answers*, are available from your human resource office or from SAHO.

**Glossary** - *Technical terms* used in the commentary are printed in bold and italic type. They are defined for you in the glossary contained in the back of this commentary.

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**Questions?** If you have questions about any of the topics in this commentary, or about your plan benefits, contact your human resource office. You can also call, write or e-mail SAHO at the address printed at the front of this commentary.

The legal stuff - This commentary is not a legal document. While every effort has been made to ensure the contents are accurate, the terms of the plan document will apply in the event that this commentary conflicts with any of the plan provisions.

# Plan Highlights

The SAHO Retirement Plan is a **defined benefit plan**, which means that your pension is based on your salary and years of plan membership. It is paid for by employee and employer contributions, and by investment income on those contributions.



A defined benefit plan has many advantages. It's easier to plan for retirement because it's possible to project what your pension will be. You also have the security of knowing that your pension is guaranteed for as long as you live.

The most important features of the plan are:

- $\checkmark$  monthly pension for your lifetime
- ✓ monthly pension for the lifetime of your qualifying *spouse*
- ✓ early retirement options
- ✓ continuation of service during periods of approved disability
- J termination benefits
- J death benefits
- ✓ continued participation in the plan if you move to a job with another employer who participates in the plan and you still qualify for plan membership

# Joining the Plan

### Permanent employees

If you arc a permanent employee (full-time or part-time) of a SAHO participating employer, and you're under the age of 64 on your date of hire, you automatically become a member of the plan on the first day of the month coincident with, or following, the start of your employment.

**Exception** • *if you were hired before your employer started participating in the* 

#### Joining the SAHO Retirement Plan checklist

- Complete & sign your beneficiary designation form.
- I fou were a member of your prior employer's pension plan, ask about portability rights & buyback opportunities.
- ✓ Read this commentary.

### Non-permanent employees

If you are a non-permanent employee of a participating employer, and you're under the age of 64 on your date of hire, there arc two ways to join the plan:

- by working at least 780 hours in the immediately preceding calendar year, or
- by working at least 700 hours in each of the two immediately preceding calendar years.

Your employer will keep track of your hours and notify you if you become eligible to join the plan. Once eligible, you can choose to join the plan on the first of any month in that calendar year. If you do not join in that year, you'll have to meet the eligibility requirements in the next calendar year to again become eligible to join the plan.

#### ■ fou work for more than one participating employer ...

You may be required to join the plan at all the participating employers for whom you work. Earning your pension benefit at all your participating employers enables you to build a bigger pension. Contact the human resource office where you work to find out if you will be enrolled.



# Contributions

## Employee contributions



You contribute:

4.0 % of yourpensionable earnings up to the YMPE,

plus

5.5 % of yourpensionable earnings above the YMPE.

All of your contributions are made through payroll deduction. Your contributions earn interest at the rate calculated on the basis of the average of the yields of five-year personal fixed term chartered bank deposit rates, published in the Bank of Canada Review as CANSIM Series B-14045.

## Employer contributions

SAHO participating employers contribute the amounts necessary to fully fund the benefits as they are earned, after employee contributions and

investment earnings are taken into account. Your employer's contribution rate is set periodically through a process called an actuarial valuation. The current rate of employer contributions is 112% of employee contributions.

#### Did you know that ...

- ✓ Your contributions are tax deductible, so they reduce the amount of tax deducted from your pay cheque.
- ✓ Your Annual Member4 Statement contains the rate of interest applied to your contributions made during the year, as well as the interest accrued during that year.
- You can't make contributions over and above your required contributions.

# **Retirement Dates**

The normal retirement age for plan members is age 65, but early retirement

can take place as soon as you meet the *Rule of 80* or turn 55, and you can retire as late as age 69 if your employer approves.

## Normal retirement

Normal retirement is age 65. At that time you can retire and start to receive your lifetime pension.

## Early retirement with an unreduced pension

You can retire early and start to receive your lifetime pension, without

# Read your member's annual statement!

#### It contains:

- ✓ Your normal retirement date the first day of the month coincident with or next following your 65<sup>th</sup> birthday.
- ✓ Your estimated monthly lifetime pension at age 65.
- Ifou qualify, the earliest date on which you can retire early with an unreduced pension and a *bridge benefit*
- ✓ ■ fou qualify, the estimated monthly amount of your unreduced pension from your early retirement to age 65 (including the *bridge benefit*), and your estimated monthly pension from age 65 on.

any early retirement reduction, at any age if you meet the *Rule of* 80. In addition to your lifetime pension, you will receive a *bridge benefit* until age 65.

**Example:** if you're age 50 with 30 years of credited service, you meet the Rule of 80 and can retire and receive an unreduced pension. You will also receive a bridge benefit until age 65.

# Early retirement with a reduced pension

You can retire early and start to receive your lifetime pension, subject to an early retirement reduction, any time after age 55. Your pension is reduced because it is payable for a longer period of time. If you have at least 10 years of *continuous service* on your early retirement date, your pension will be reduced by 3% multiplied by the lesser of

- the number of years that you're short of age 65,
- the number of years that you're short of the *Rule of 80*,
- the number of years that you're short of age 62 or 20 years of credited service (whichever is greater).

If you have fewer than 10 years of *continuous service* on your retirement date, your pension will be *actuarially reduced*.

### Postponed retirement

You can retire as late as age 69, **if** your employer approves. Until then you will continue to make your contributions to the plan and build your pension.

Retirement Dates &	Benefits at a Glance
Normal Retirement	
Age 65	Your lifetime pension
Early Retirement	
Rule of 80	Your lifetime pension, plus a <b>bridge benefit</b> to age 65
Age 55 or older with at least 10 years of <i>continuous service</i>	Your lifetime pension, subject to an early retirement reductior
Age 55 or older with fewer than 10 years of <i>continuous service</i>	Your lifetime pension, subject to an early retirement actuarial reduction
Postponed Retirement	
Age 66 - 69	Your lifetime pension

**Retirement Benefits** 

# Normal **retirement**

**bXsur** lifetime pension is calculated using a formula that is **sbase**d on your *contributory earnings* and your *credited service*. If you retire at age 65, your pension is calculated as:

2% x highest average contributory earnings x credited service before January 1, 1990

plus

1.4% x highest average base contributory earnings x credited service after December 31, 1989

plus

2% x highest average excess contributory earnings x years of credited service after December 31, 1989

Suppose you retire at age 65 under the follow	wing circumstances:
Retirement date	January 1, 2001
Highest average contributory earnings	\$38,000
Highest average base contributory earnings	\$36,000
Highest average excess contributory earning	s \$2,000
Credited service before 1990	24 years
Credited service after 1989	11 years
Calculation Formula	
2% x \$38,000 x 24 = \$18,240	
$270 \times 0000 \times 27 = 010,270$	
$1.4\% \times $36,000 \times 24$ = \$16,240 $1.4\% \times $36,000 \times 11$ = \$5,544	法律法法财产法 网络马克马克劳马克 日斯 化磷酸盐酸钠磷酸盐
그 지수는 사람들 귀엽을 쳐보니 다 다 없었다. 전문에 관련에 관련하는 것 같아. 감독했을 때 한 것을 물질을 하는 것을 하는 것을 하는 것이 같아. 가지 않는 것을 물질을 다 하는 것이 같아. 가지 않는 것이 않는 것이 같아. 가지 않는 것이 같아. 귀에요. 가지 않는 것이 같아. 귀에요. 가지 않는 것이 같아. 가지 않는 것이 않는 것이 같아. 가지 않는 것이 같아. 가지 않는 것이 않는 것이 않는 것이 않. 것이 않는 것이 않는 것이 않이 않이 않는 것이 않는 것이 않 않는 것이 않 않는 것이 않는 것	

## Early retirement with an unreduced pension

If you meet the **Rule of 80**, you can choose to retire early and receive your lifetime pension, without any early retirement reduction. In addition to your lifetime pension, you will also receive a **bridge benefit** from your early retirement until age 65. From your early retirement to age 65, your pension payments are calculated as:

#### 2% x highest average contributory earnings x total credited service

From age 65 on, your pension is calculated using the normal retirement formula shown on page 8.

Example		
Suppose you	a retire at age 50 under the following	g circumstances:
Highest aver Highest aver Credited ser	date rage contributory earnings rage base contributory earnings rage excess contributory earnings vice before 1990 vice after 1989	January 1, 2001 \$30,000 \$29,500 \$500 19 years 11 years
Calculation	Formula	
Step 1	Calculate your combined lifetime <i>bridge benefit</i> from early retireme 2% x \$30,000 x 30 = \$18,000	😋 mili nicha u hitrati ni i astronomi na tak tak tak
Construction and the second of the second	pined lifetime pension and <i>bridge be</i> to age 65 would be \$18,000 per yea	그는 것이 아이는 것이 있는 것을 수 있는 것이 것이 있는 것이 가지 않는 것이 가지 않는 것이 가지?
Step 2	Calculate your lifetime pension fr	om age 65 on:
	$\begin{array}{rcl} 1.4\% \ x \ \$29,500 \ x \ 11 & = & \$ \ 4 \\ 2\% \ x \ \$500 \ x \ 11 & = & \underline{\$} \\ \end{array}$	1,400 4,543 <u>_110</u> 5 <u>,053</u>
the standard of the second sec	me pension from age 65 on would b 5 per month).	e is \$16,053 per year

continued 🕽

#### Retirement Benefits continued

## Early retirement with a reduced pension

You can retire early and start to receive your lifetime pension, subject to an early retirement reduction, as early as age 55. If you have at least 10 years of *continuous service* with your employer, your lifetime pension will be reduced by 3% multiplied by the lesser of

- the number of years that you're short of age 65,
- the number of years that you're short of the *Rule of 80*,
- the number of years that you're short of age 62 or 20 years of credited service (whichever is greater).

Example	
Suppose you retire at age 62 under the following	circumstances:
Retirement date	January 1, 2001
Highest average contributory earnings	\$25,500
Highest average base contributory earnings	\$25,000
Highest average excess contributory earnings	\$500
Credited service before 1990	5 years
Credited service after 1989	11 years

#### **Calculation Formula**

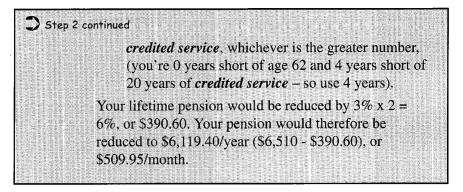
Step 1 Calculate your lifetime pension before the reduction:

			5,												
														$\overline{0}$	
			52											50	
			Ю											0	
														0	

Your lifetime pension before the reduction would be \$6,510 per year (\$542.50 per month).

- **Step 2** Calculate the reduction to your lifetime pension. The reduction is equal to 3% multiplied by the *lesser* of:
  - (a) the number of years that you're short of age 65 (you're 3 years short),
  - (b) the number of years that you're short of the *Rule of* 80 (you're 2 years short),
  - (c) the number of years that you're short of age 62 and the number of years that you're short of 20 years of

continued D



If you have fewer than 10 years of *continuous service* with your employer, your pension will be actuarially reduced.

## Cost of living adjustments

There is no provision in the plan for automatic or guaranteed cost of living adjustments. However,

on 15 occasions in the past, the SAHO Board of Directors has granted increases to monthly pension payments as a partial cost of living increase. The increase has been a percentage of the annual increase in the consumer price index (CPI).

# Applying to receive your pension

Once you've decided to retire, your employer will notify SAHO. SAHO will then send you a *Retirement Plan Pension Application*, together with a statement showing the estimated amount of your pension and the normal and optional forms of pension available. Your application should be sent to SAHO at least four to six weeks before your retirement date.

#### Thinking about retiring?

■ Jou're planning to retire within the next three years, it's a good idea to ask SAHO for an estimate of your pension. You can even ask SAHO to produce two or three estimates each covering a different retirement date.

The estimates will show you the projected pension you can expect to receive as of the date or dates you select in your request. The information contained in the estimates can help you choose a retirement date that makes sense for you.

You can request a pension estimate through your human resource office or, if you would like your request to remain confidential you may contact SAHO directly.

# Choosing a Form of Pension

Although all pensions are paid for your lifetime, different payment options are available. When you retire you can

choose the form of pension payment that will best suit the needs of you and your family. Choosing the form of your pension is one of the most important decisions you'll make about your pension, because your decision is



irrevocable. That is, once you've selected an option and your pension payments begin, the plan does not allow a change in the form of your pension.

## Normal pension

The normal form of pension is a pension that is paid for your lifetime, and guaranteed for 5 years. If you die before the end of the guarantee term, the pension will be paid to your beneficiary until the end of the 5 year term. If you live longer than the guarantee term, the pension will continue to be paid until your death.

Normal pension is the default if you don't choose another option ...

Once you've decided to retire, SAHO will send you a benefit options statement.

The statement gives you estimates of your pension for the different pension options. You must choose a pension option and return the form to SAHO by a specified date.

If you miss the deadline for returning the form, SAHO will select the normal pension option on your behalf. If you have a *spouse* when you retire, and your *spouse* has not signed a *waiver*, the normal pension is adjusted to pay you a joint and 60% survivor pension. This means that it will be paid for your lifetime and, on your death, 60% of your pension will continue to be paid to your surviving *spouse* for life.

## Optional pensions

Instead of the normal pension, you can choose from one of the following optional pensions:

#### Members without spouses

If you do not have a *spouse* when you retire, or your *spouse* signs a *waiver*, you can choose a:

#### Life pension guaranteed for 10 or 15 years

Your pension will be paid for your lifetime, and guaranteed for 10 or 15 years. If you die before the end of the guarantee term, the pension will be paid to your beneficiary until the end of the term. If you live longer than the guarantee term, the pension will continue to be paid until your death.

#### Members with spouses

If you have a *spouse* when you retire, you can choose a:

Joint and survivor pension, guaranteed for 0, 5, 10 or 15 years

Your pension will be paid for your lifetime, and on your death, 60%, 75% or 100% of your pension, depending on the percentage you chose at retirement, will continue to be paid to your surviving *spouse* for life.

**Example:** Suppose at retirement you elected a 60% joint and survivor pension, without any guaranteed term. Let's also suppose your pension is \$1,000 per month. This \$1,000 monthly pension would be paid to you until your death. If you die before your spouse, your pension will reduce to 60%, or \$600, and continue to be paid to your surviving spouse for life.

To this you can add a guaranteed term of 5, 10 or 15 years. If you die before the end of the term, your pension will be paid to your surviving *spouse* until the end of the guarantee term. At that time it will reduce to the percentage you elected at retirement.

**Example:** Suppose at retirement you elected a 60% joint and survivor pension, guaranteed for 5 years. Let's also suppose your pension is \$1,000 per month, which would be paid to you until your death. If you die before the end of the guarantee term, your \$1,000

continued  $\bigcirc$ 

#### igstaclimits Choosing a $\operatorname{Form}$ of Pension continued

monthly pension would continue to be paid to your surviving spouse until the end of the 5 year term. At that time, your pension would reduce to 60%, or \$600, and continue to be paid to your surviving spouse **for** life.

# **Optional pensions are the** *actuarial equivalent* of **the normal pension** ...

This means that the amount of pension payable to you in any form other than the normal pension is adjusted so that it is equal in value to the normal pension. If you choose an optional form of pension, for example, your monthly pension payment will likely be less than if you had selected the normal form of pension. This is because pensions payable in an optional form either provide a greater spousal pension or are guaranteed to be paid over a longer period of time, or both.

# **Termination Benefits**

If you leave your job before you're eligible to retire, your termination benefit and your options depend on the length of your *continuous service* and your *credited service* with your participating employer. If you work for more than one employer participating in the plan, you can only receive a termination benefit if you stop working for all your SAHO participating employers.



If you are eligible for a termination benefit, you have up to 18 months from your date of termination to decide which option is best for you.



# A. If you have less than two years continuous service and less than two years credited service...

You can do one of three options:

• Take a refund of your own contributions, with interest. Income tax will be withheld, and the payment is taxable income for the year in which it is received.



- Transfer your contributions, with interest, to a *RRSP* or to another registered pension plan, provided the plan accepts the transfer. No income tax will be withheld.
- Transfer your credited service to another SAHO participating employer, provided you still qualify for membership in the plan with your new employer.
- B. If you have less than two years continuous service but two or more years credited service...

You can do one of four options:

Leave your benefits in the plan to pay you a *deferred pension* at age 65, or as early as age 55 if you're willing to accept an actuarially reduced pension.

- Take a refund of your own contributions, plus interest. Income tax will be withheld, and the payment is taxable income for the year in which it is received.
- Transfer your contributions, with interest, to a *RRSP* or to

# **Has** your employment terminated?

When you leave your job, SAHO will receive a notice of your termination from your employer.

If you are entitled to a termination benefit, SAHO will prepare and send you a statement that shows the amount of your benefit and what options are available to you. You will be asked to choose an option and return the form to SAHO by a specified date.

I f you miss the deadline for returning the form, SAHO will select an option on your behalf.

C. ■Ju have two or more years continuous service...

You can do one of three options:

Leave your benefits in the plan to pay you a *deferred* pension payable at age 65, or as early as age 55 if you're willing to accept an actuarially reduced pension.

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- Transfer the *commuted value* of your *deferred pension* to your personal *LIRA* or to another registered pension plan, provided the plan accepts the transfer.
- Transfer your *credited service* to another SAHO participating employer, provided you still qualify for membership in the plan with your new employer.

### **Excess contributions**

If, on termination of your employment, you have two or more years of *continuous service* and you are entitled to a *deferred pension*, and if your contributions plus interest total more than 50% of the *commuted value* of your pension, you will receive a refund of those excess contributions. You can take these excess contributions in cash or, if you are taking the *commuted value* of your pension out of the plan, transfer them to a *RRSP*.

## Transferring between participating employers

If you switch jobs among SAHO participating employers and qualify for membership in the plan with your new employer within:

- 18 months of termination, or
- if you've been on a period of lay-off before your termination, then 18 months from your date of lay-off or 6 months from termination (whichever is later),

you can choose to transfer your *credited service* to your new employer, in lieu of any other termination option. By transferring your *credited service*, you can continue to build your pension, despite a change in employers.

#### Automatic transfers

■ Jou stop working for one participating employer and start working, or already work, for another participating employer, you may be required to transfer your *credited service* to your new employer, unless you've already received a termination benefit.

■ fin automatic transfer occurs, no termination benefit would be payable and you would start making contributions to the plan as soon as you start work with your new employer.

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# **Death Benefits**

## **Before retirement**

If you die before retirement, your surviving *spouse* will receive a death benefit equal to at least the *commuted value* of your pension. Your *spouse* must transfer the benefit to a *LIRA* to purchase a pension anytime after age 55.

If you do not have a surviving *spouse*, a lump sum payment equal to at least the *commuted value* of your pension is payable to your beneficiary or estate. Lump sum payments to a beneficiary or estate are taxable, so income tax will be withheld.

#### Designating beneficiaries

For more information on designating beneficiaries under the plan, ask your human resource office or SAHO for a copy of the pamphlet "Designating a Beneficiary':

## After retirement

If you die after retirement, the payment of death benefits depends on the form of pension you elected at retirement. See page 12 for more information on forms of pension.





If you are away from work because of a disability, and you are receiving:

- J sick leave pay
- ✓ workers' compensation net pay top-up benefits
- ✓ disability benefits from a plan administered by SAHO or the Public Employees Benefits Agency (PEBA)



you will automatically continue to earn *credited service* under the plan. If you're not receiving any of the above, you must apply to SAHO within six months of the start of your disability to have the period of disability treated as *credited service* under the plan. Application forms are available from your human resource office or SAHO.





## Purchasing Prior Service

You can apply to buy a period of prior service at any time while you are an active member of the plan. You can increase your pension, and your eligibility for early retirement with an unreduced pension and the *bridge benefit*, by buying periods of eligible prior service.

Eligible prior service is:

- service with a SAHO participating employer while you didn't contribute to the SAHO pension plan, or any other plan. This includes:
  - service with your employer before your employer joined the plan
  - service with your employer during which you weren't eligible to join the plan
  - service with your employer during which you were eligible to join the plan but, at some point during that time, you chose not to join
- former service with a SAHO participating employer while you contributed to the SAHO pension plan and for which you received a termination benefit when your employment ended (the Canada Customs and Revenue Agency may require you to use funds from a tax sheltered vehicle, such as an RRSP, to pay for the service)

approved leaves of absence, including a maternity leave (certain limits apply under the *Income TaxAct*)

## Getting an Estimate

Ask your human resource office or SAHO for an estimate of the cost to purchase prior service. The estimate will include an explanation of the conditions that apply to buying prior service, as well as the procedure you need to follow if you decide to go ahead with the purchase.

## The Cost of Purchasing

When you buy eligible prior service, you pay the entire cost of the service. That is, unlike regular *credited service*, your employer does not contribute. The cost of the service depends on your age, your current annual full-time earnings, and the period of service you wish to purchase.

# Portability Options

If you belonged to another pension plan before you joined the SAHO plan, you may be entitled to transfer your service and benefits from your former pension plan into the SAHO plan. By transferring your service and benefits into the plan, you may be able to increase your pension, and your eligibility for early retirement with an unreduced pension and the *bridge benefit*.

Portability options are subject to a number of conditions, including specified time periods. If you belonged to another pension plan before you joined the SAHO plan, contact your human resource office or SAHO for details on the deadlines and eligibility requirements that apply.

## Fund Investment

The pension fund is invested in accordance with the provisions of *The Pension Benefits Act, 1992* (Saskatchewan). The plan's assets are invested at various times and to varying degrees in many different asset classes. These include government and corporate bonds, stocks of Canadian, American and international companies, real estate, and money instruments such as treasury bills.

#### Glossary

#### actuarially reduced

A pension that is actuarially reduced is equal in present value to the non-reduced pension payable at a later date. An actuarially reduced pension is payable only where a plan member retires early with fewer than 10 years of *continuous service*, or where a plan member chooses to start a *deferred pension* before age 65.

#### bridge benefit

A temporary monthly payment designed to supplement your SAHO pension until age 65, when Canada Pension Plan (CPP) payments normally begin. The bridge benefit is available only to plan members who take early retirement and who meet the *Rule of 80* on their early retirement date.

#### commuted value

The amount of a lump sum payment today that is estimated to be equal in value to your future pension payments.

#### continuous service

The continuous period of employment from the day you started working for a SAHO participating employer to the day your employment terminated, without regard to temporary interruptions.

#### contributory earnings

The earnings you receive from your employer upon which you make contributions to the plan. Your contributory earnings are calculated by dividing your contributions made in a calendar year by the applicable contribution rate.

#### credited service

Service that is credited to you under the plan for the purpose of determining both your eligibility for, and the amount of, your benefits under the plan. Each month that you make contributions to the plan counts as one month of *credited service*. *Credited service* also includes service credited to you during a period of approved disability, service transferred into SAHO from another pension plan, or service that is purchased as a period of prior service.

#### deferred pension

A pension payable at a later date to a plan member who left his or her benefits in the plan on termination of employment.

## highest average base contributory earnings

The average of your *contributory earnings* up to the *YMPE* during your five highest calendar years of *contributory earnings*.

## highest average contributory earnings

The average of your highest four calendar years of *contributory earnings*. If you have less than four calendar years of *contributory earnings*, the average is calculated by dividing your total *contributory earnings* by your *credited service*.

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#### highest average excess contributory earnings

The difference between your highest average contributory earnings and your highest average base contributory earnings.

#### LIRA (Locked-in Retirement Account)

A LIRA is an *RRSP* that can't be cashed in until retirement age. Funds transferred to a LIRA can be used to purchase a pension anytime after age 55.

#### pensionable earnings

The regular earnings you receive from your employer, including straight time pay, statutory holiday pay, vacation pay and sick pay. Pensionable earnings do not include premium pay, such as overtime pay, shift premiums, 'percentage in lieu' or bonuses.

#### RRSP (Registered Retirement Savings Plan)

An RRSP is a personal registered retirement savings plan that you can set up to tax shelter your savings until you retire.

#### Rule of 80

At retirement, your age plus your years of *credited service* add up to at least 80 years. Once you meet the Rule of 80 you can take early retirement with an unreduced pension. You also receive the *bridge benefit* to age 65.

#### spouse

Your spouse is a person who, at the time a determination is required:

is legally married to you, or

• if you're not legally married, a person with whom you have been living in a conjugal relationship for at least one year.

#### waiver

A waiver is a form prescribed by pension legislation in which a spouse may waive his or her entitlement to a survivor's pension under the plan.

#### **YMPE**(Year's MaximumPensionableEarnings)

The YMPE is the maximum annual earnings on which Canada Pension Plan (CPP) contributions and benefits are calculated. The federal government sets the YMPE every year to reflect the average industrial wage in Canada.





Save up to 20% on glasses, contact lenses and, in many instances, non-prescription eyewear with Canada Life's Preferred Vision Services benefit.

#### CANADA LIFE HELPS YOU SAVE ON EYEWEAR

Connact chie's partnership with Preasured Vision Services Inc. (PVS) enables plan members to experience three savings by accessing PVS's estensive, Canada-wide network of eyeavear practitioners. By displaying your Canada Life wallet certificate or travel assist card to a PVS member practitioner, you identify yourself as eligible for discounts on quality prescription and non-prescription eyeavear products.

## PREFERRED VISION SERVICES

#### here's how to save

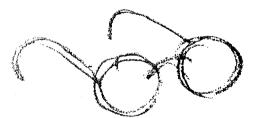
- Call the PVS information centre toll free number 1-800-668-6444 to determine the nearest participating practitioner.

Not the status by displaying your Canada Life wallet certificate or travel assist card.

- $\sim 2^{\circ}$  Select your evewear and pay the reduced cost.
- ☆ If you have Canada Life's Vision Care benefit, submit your claims in the normal fashion.

#### shop around

While you don't have to purchase your evewear through a PVS practitioner, comparison shopping will quickly reveal the significant savings you will experience with Preferred Vision Services. And when you do make your eyewear choice at a PVS outlet, don't forget to identify yourself as eligible for savings by showing your Canada Life wallet certificate or travel assist card.





Effective January 1, 2002

Core Dental Plan





Level I and	II Core C	کالے overage
Diagnostic:	Fee	0
Code	Fee	Core
01101	24.80	100% 100%
01102 01103	37.20 51.10	100%
01202	20.20	100%
02102	63.80	100%
02111	10.90	100%
02112	14.80	100%
02113	20.50	100%
02114	25.80	100%
02115	31.50	100%
02116	34.40	100%
02141	10.90	100%
02142 02143	14.80 20.50	100% 100%
02143	25.80	100%
02601	35.40	100%
0491I	24.80	100%
Preventative:	_	_
Code	Fee	Core
11101	25.30	100%
11111	25.30	100%
11112	50.70	75%
11113 11114	76.00 101.40	75% 75%
11114	126.70	75% 75%
11116	152.10	75%
11117	12.60	75%
11119	25.30	75%
12101	11.20	100%
Restorative: Code	Fee	Core
20111	44.00	75%
20119	44.00	75%
20121	67.40	75%
20129	67.40	75%
20131	20.80	75%
20139		75%
21111	47.90	75%
21112	58.20	75%
21113	61.00	75% 75%
21121 21122	50.30 61.00	<b>75%</b> 75%
21123	64.10	75%
21211	59.50	75%
21212		
21213	92.90	75%
21214	115.50	75%

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Code	) Fee	ן Core
21215	139.40	75%
21221 21222	63.10 87.40	75% 75%
21222	101.10	75%
21223	130.90	75%
21224	142.70	75%
21231	62.50	75%
21232	91.40	75%
21233	97.70	75%
21234	121.20	75%
21235	146.50	75%
21241	66.20	75%
21242	91.70	75%
21243	106.30	75%
21244	137.60	75%
21245	149.80	75%
21401	14.90	75% 75%
21402 21403	21.20 33.30	75% 75%
21403	40.10	75%
21405	44.80	75%
22211	85.40	75%
22311	85.50	75%
23111	74.20	75%
23112	87.60	75%
23113	120.00	75%
23114	143.70	75%
23115	162.00	75%
23311	78.40	75%
23312	118.40	75%
23313 23314	130.60 153.70	75% 75%
23315	169.60	75%
23321	84.80	75%
23322	127.20	75%
23323	152.40	75%
23324	169.70	75%
23325	186.30	75%
23411	58.10	75%
23412	72.90	75%
23413	89.70	75%
	96.80	
23415	97.60	75%
23511	58.10 72.90	75%
23512	72.90 89.70	75%
23514	99.40	75%
23515		75%
29101	43.70	75%
29102	87.30	75%
29103	130.80	75%
29109		75%

-	218
Fee	Core
74.80	75%
93.40	75%
46.70	75%
289.30	75%
422.60	75%
507.00	75%
591.60	75%
58.00	75%
71.00	75%
Fee	Cara

Endodontics: Code

32221 32222

32232

33111 33121

33131 33141

39211

39212

### Periodontics: Code Fee Core 41211 45.60 75% 41212 91.50 75% 43.60 41221 75% 41222 87.00 75% 41301 39.20 75% 41302 42111 42201 42311 42321 42321 42411 75% 78.10 125.00 75% 148.50 182.90 182.90 602.50 75% 75% 75% 75% 42421 421.90 75% 42431 480.30 75% 42511 388.40 75% 42521 388.40 75% 42821 41.30 75% 41.30 75% 42831 42832 82.60 43421 25.30 43422 50.70 75% 75% 75% 43423 76.00 75% 43424 101.40 75% 75% 43425 126.70 75% 43426 152.10 75% 43427 12.60 43429 25.30 75% 43611 174.20 75% 43612 174.20 75%

### Prosthodontics:

Code	Fee	Core
55101	32.30	75%
55102	32.30	75%
55201	64.50	75%
55202	64.50	75%
55301	32.30	75%
55302	32.30	75%
55401	64.50	75%
55402	64.50	75%

Code	Fee	219 Cor
56211	103.20	75%
56212	103.20	75%
56221	103.20	75%
56222	103.20	75%
56231	105.30	75%
56232	105.30	75%
56241	105.30	75%
56242	105.30	75%
56311	105.30	75%
56312	105.30	75%
56321	105.30	75%
56322	105.30	75%
Oral Surge	ry:	
Code	Fee	Core
71101	74.70	75%
71109	37.40	75%
72111	110.10	75%
72211	164.20	75%
72221	225.40	75%
72231	230.60	75%
72321	104.40	75%
72329	52.40	75%
72331	130.80	75%
72339	58.20	75%
73121	86.60	75%
73222	86.60	75%
73411	286.00	75%
75112	92.40	75%
75121	92.40	75%
Adjunctive	Services:	
Code	Fee	Core

Code	Fee	Core
91111	32.20	75%
91112	51 <i>.</i> 70	75%
91121	32.30	75%
91122	64.50	75%
91211	I.C.	75%
91212	I.C.	75%
91213	I.C.	75%
91219	I.C.	75%
92411	29.90	75%
92412	49.20	75%
92413	68.40	75%
92414	87.40	75%
92415	106.80	75%

# Level III Core Coverage

# Restorative:

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Code	Fee	Core
23122	168.80	50%
25731	119.40	50%

	220				
Code	Fee	Core			
25732	176.70	50%			
25733	221.10	50%			
27111	344.10	50%			
27121	85.90	50%			
27131 27201	324.50	50%			
27201	431.00 431.00	50% 50%			
27212	463.90	50% 50%			
27301	431.00	50%			
27311	449.60	50%			
27601	323.60	50%			
27602	323.60	50%			
Prosthodor	ntics- Removat	ole:			
Code	Fee	Core			
51101	429.70	50%			
51102	429.70	50%			
51201	614.30	50%			
51202	614.30	50%			
51301	429.70	50%			
51302 51601	429.70 200.20	50% 50%			
51602	266.90	50%			
52101	125.60	50%			
52102	125.60	50%			
52301	205.20	50%			
52302	205.20	50%			
52311	242.78	50%			
52312	194.10	50%			
53101 53102	456.80 456.80	50% 50%			
53201	456.80	50%			
53202	456.80	50%			
53401	518.70	50%			
53402	518.70	50%			
54201	40.50	50%			
54202	80.80	50%			
54209	40.50	50%			
Prosthodon	tics- Fixed:	,			
Code	Fee	Core			
62101	212.70	50%			
62102	212.70	50%			
62501	212.70	50%			
62701	165.30	50%			
62702	165.30 <b>48.50</b>	50% 50%			
66112	<b>48.50</b> 96.90	50% 50%			
66113	145.30	50%			
66211	48.50	50%			
66212	96.90	50%			
66213	145.30	50%			

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	221	
Code	Fee	Core
66221	48.50	50%
66222	96.90	50%
66251	48.50	50%
66252	96.90	50%
66253 66301	145.40 48.50	50% 50%
66302	48.50 96.90	50%
66303	145.30	50%
67201	432.50	50%
67211	443.20	50%
67301	443.20	50%
67302 67311	514.30 443,20	50% 5 <b>0%</b>
		30 /8
Denturists: <u>Code</u>	Fee	Core
32110	208.00	75%
32120	208.00	75%
32130 32210	416.00 208.00	75% 75%
32220	208.00	75%
32230	416.00	75%
33110	392.00	75%
33120	392.00	75%
33130 36110	784.00 50.00	75% 75%
36120	50.00	75%
36210	62.00	75%
36220	62.00	75%
42110	208.00	75%
42120 42130	208.00 416.00	75% 75%
42210	208.00	75%
42220	208.00	75%
42230	416.00	75%
43110	392.00	75%
43120 43130	392.00 784.00	75% 75%
46110	50.00	75%
46120	50.00	75%
46210	62.00	75%
46220	62.00	
31310 31320	721.00 758.00	50% 50%
31330	1237.00	50%
41112	939.00	50%
41114	630.00	50%
41122	1089.00	50%
41124	650.00	50%
<b>41132</b> 41134	2028.00 1280.00	50% 50%
41212	939.00	50%

222					
Code	Fee	Core			
41222	1089.00	50%			
41232	2028.00	50%			
41612	546.00	50%			
41622	571.00	50%			
41632	1117.00	50%			
46310	71.00	50%			
46320	71.00	50%			
71010	60.00	50%			

Note: Laboratory charges associated with certain dental codes are eligible expenses where applicable and will be reimbursed as a percentage of the associated code cost. Laboratory charges for denturist codes are included in the code fee.

## I.C. - Independent Consideration

# CANADA LIFE Maximum Reimbursement



EffectiveApril1,2000



# Enhanced Dental Plan

	Code	Fee	Core	Enhanced	Code	Fee	Core	Enhanced	
	76941	170.50	0%	100%	25144	354.00	0%	75%	
	76949	56.90	0%	100%	25511	359.00	0%	75%	
				100%	25531	400.20	0%	75%	
	76951	47.50	0%						
	76952	94.90	0%	100%	25601	15.90	0%	75%	
	76959	47.50	0%	100%	25602	31.80	0%	75%	
	76961	107.00	0%	100%	25603	47.80	0%	75%	
				100%	25604	61.40	0%	75%	
	76962	139.70	0%						
	77801	129.80	0%	100%	25605	76.30	0%	75%	
	77802	129.80	0%	100%	25711	212.90	0%	75%	
	77803	129.80	0%	100%	25712	231.20	0%	75%	
				100%	25713	254.90	0%	75%	
•	78102	96.12	0%						
	78103	143.15	0%	100%	25721	102.30	0%	75%	
	78106	143.15	0% ~	100%	25722	126.50	0%	75%	
	79311	347.20	0%	100%	25723	168.30	0%	75%	
			0%	100%	25731	113.70	50%	75%	
	79312	334.60					50%		
	79403	43.20	0%	100%	25732	168.30	50%	75%	
	79404	68.40	0%	100%	25733	210.60	50%	75%	
	79602	39.70	0%	100%	27111	324.50	50%	75%	
	13002	00.70	070	100%	27121	81.00	50%	75%	
		<u> </u>					50%		
	Adjunctiv	e Services:			27201	406.40	50%	75%	
	91111	31.30	75%	100%	27211	406.40	50%	75%	
	91112	50.20	75%	100%	27212	437.40	50%	75%	
			75%	100%	27301	406.40	50%	75%	
	91121	31.40							
	91122	62.60	75%	100%	27302	419.30	0%	75%	
	91211	i.c.	75%	100%	27311	424.00	50%	75%	
	91212	i.c.	75%	100%	27312	466.90	0%	75%	
	91213	i.c.	75%	100%	27401	63.90	0%	75%	
					27409	63.90	0%	75%	
	91219	i.C.	75%	100%					
	92411	29.00	75%	100%	27601	305.10	50%	75%	
	92412	47.70	75%	100%	27602	305.10	50%	75%	
	92413	66.40	75%	100%	27711	43.10	0%	75%	
				100%	27721	78.10	0%	75%	
	92414	84.90	75%						
	92415	103.70	75%	100%	27801	48.40	0%	75%	
	92431	52.00	0%	100%	28101	63.10	0%	75%	
•	92432		0%	100%	28102	83.40	0%	75%	
				100%	29301	44.10	0%	75%	
	92433	121.40	0%						
	92434	156.00	0%	100%	29302	88.30	0%	75%	
	92435	190.70	0%	100%					
	92441	35.70	0%	100%	Prosthod	ontics - Ren	novable:		
				100%	51101	417.10	50%	75%	
	92452	119.90	0.%						
	92453	160.00	0%	100%	51102	417.10	50%	75%	
	92454	200.10	0%	100%	51201	596.30	50%	75%	
	92455	240.10	0%	100%	51202	596.30	50%	75%	
		33.30		100%	51301		50%	75%	
	93111		0%						
	93112	66.60		100%	51302	417.10	50%	75%	1
	93119	33.30	0%	100%	51601	194.40	50%	75%	
	94101	39.90	0%	100%	51602	259.10	50%	75%	
					51701	417.10	0%		
	94102	91.50	0%	100%				75%	
	94302	37.90	0%	100%	51702		0%	75%	
	96201	35.80	0%	100%	51801	417.10	0%	75%	
	96202	35.80	0%	100%	51802	417.10	0%	75%	
		00.00	0 /0	10010	52101	121.90	50%	75%	
				lifferential from core to	o 521 <b>02</b>	121.90	50%	75%	
	Level III	Enhanced Cov	verage - c					75%	
				ore coverage 50%	52111	121.70	0%	1 10	
					52111				1
	75% up to	Fee Guide M			52111 52112	121.70	0%	75%	
	75% up to Restorativ	o Fee Guide M ve:	aximum: C	ore coverage 50%	52111 52112 52201	121.70 150.30	0% 0%	75 <sup>°</sup> % 75%	
	75% up to Restorativ 21301	ve: 83.40	aximum: C	ore coverage 50%	52111 52112 52201 52202	121.70 150.30 150.30	0% 0% 0%	75% 75% 75%	
	75% up to Restorativ	o Fee Guide M ve:	aximum: C	ore coverage 50%	52111 52112 52201	121.70 150.30 150.30 150.30	0% 0%	75 <sup>°</sup> % 75%	
	75% up to Restorativ 21301 23122	• Fee Guide M ve: 83.40 159.20	aximum: C 0% 50%	ore coverage 50% 75% 75%	52111 52112 52201 52202 52211	121.70 150.30 150.30 150.30	0% 0% 0%	75% 75% 75% 75%	
	75% up to Restorativ 21301 23122 23601	• Fee Guide M ve: 83.40 159.20 85.80	aximum: C 0% 50% 0%	ore coverage 50% 75% 75% 75%	52111 52112 52201 52202 52211 52212	121.70 150.30 150.30 150.30 150.30	0% 0% 0% 0%	75% 75% 75% 75% <b>75%</b>	
	75% up to Restorativ 21301 23122 23601 25111	Fee Guide M 83.40 159.20 85.80 232.00	aximum: C 0% 50% 0% 0%	ore coverage 50% 75% 75% 75% 75%	52111 52112 52201 52202 52211 52212 52212	121.70 150.30 150.30 150.30 150.30 150.30 199.20	0% 0% 0% <b>0%</b> 50%	75% 75% 75% 75% <b>75%</b> 75%	
	75% up to Restorativ 21301 23122 23601	• Fee Guide M ve: 83.40 159.20 85.80	aximum: C 0% 50% 0%	ore coverage 50% 75% 75% 75%	52111 52112 52201 52202 52211 52212 52301 52302	121.70 150.30 150.30 150.30 150.30 199.20 199.20	0% 0% 0% 0% 50% 50%	75% 75% 75% 75% 75% 75% 75%	
	75% up to Restorativ 21301 23122 23601 25111 25112	<ul> <li>Fee Guide M</li> <li>83.40</li> <li>159.20</li> <li>85.80</li> <li>232.00</li> <li>300.50</li> </ul>	aximum: C 0% 50% 0% 0% 0%	ore coverage 50% 75% 75% 75% 75% 75%	52111 52112 52201 52202 52211 52212 52301 52302	121.70 150.30 150.30 150.30 150.30 199.20 199.20	0% 0% 0% 0% 50% 50%	75% 75% 75% 75% 75% 75% 75%	
	75% up to Restorativ 21301 23122 23601 25111 25112 25113	<ul> <li>Fee Guide M</li> <li>83.40</li> <li>159.20</li> <li>85.80</li> <li>232.00</li> <li>300.50</li> <li>341.20</li> </ul>	aximum: C 0% 50% 0% 0% 0% 0%	ore coverage 50% 75% 75% 75% 75% 75% 75%	52111 52112 52201 52202 52211 52212 52301 52302 52302 52312	121.70 150.30 150.30 150.30 150.30 199.20 199.20 199.20 188.40	0% 0% 0% 0% 50% 50% 50%	75% 75% 75% 75% 75% 75% 75% 75%	
	75% up to Restorativ 21301 23122 23601 25111 25112 25113 25114	<ul> <li>Fee Guide M</li> <li>83.40</li> <li>159.20</li> <li>85.80</li> <li>232.00</li> <li>300.50</li> <li>341.20</li> <li>332.10</li> </ul>	aximum: C 0% 50% 0% 0% 0% 0%	ore coverage 50% 75% 75% 75% 75% 75% 75% 75%	52111 52112 52201 52202 52211 52212 52301 52302 52312 52401	121.70 150.30 150.30 150.30 199.20 199.20 188.40 199.20	0% 0% 0% 0% 50% 50% 50% 0%	75% 75% 75% 75% 75% 75% 75% 75% 75%	
	75% up to Restorativ 21301 23122 23601 25111 25112 25113 25114 25121	Fee Guide M 83.40 159.20 85.80 232.00 300.50 341.20 332.10 275.80	aximum: C 0% 50% 0% 0% 0% 0% 0%	75% 75% 75% 75% 75% 75% 75% 75% 75%	52111 52112 52201 52202 52211 52212 52301 52302 52312 52312 52401 52402	121.70 150.30 150.30 150.30 150.30 199.20 199.20 188.40 199.20 199.20	0% 0% 0% 0% 50% 50% 50% 0%	75% 75% 75% 75% 75% 75% 75% 75% 75%	
	75% up to Restorativ 21301 23122 23601 25111 25112 25113 25114 25121	Fee Guide M 83.40 159.20 85.80 232.00 300.50 341.20 332.10 275.80	aximum: C 0% 50% 0% 0% 0% 0%	ore coverage 50% 75% 75% 75% 75% 75% 75% 75%	52111 52112 52201 52202 52211 52212 52301 52302 52312 52401	121.70 150.30 150.30 150.30 199.20 199.20 188.40 199.20	0% 0% 0% 0% 50% 50% 50% 0%	75% 75% 75% 75% 75% 75% 75% 75% 75%	
	75% up to Restorativ 21301 23122 23601 25111 25112 25113 25114 25121 25122	<ul> <li>Fee Guide M</li> <li>83.40</li> <li>159.20</li> <li>85.80</li> <li>232.00</li> <li>300.50</li> <li>341.20</li> <li>332.10</li> <li>275.80</li> <li>311.50</li> </ul>	aximum: C 0% 50% 0% 0% 0% 0% 0% 0%	75% 75% 75% 75% 75% 75% 75% 75% 75% 75%	52111 52112 52201 52202 52211 52301 52302 52312 52401 52402 52501	121.70 150.30 150.30 150.30 199.20 199.20 188.40 199.20 218.20	0% 0% 0% 0% 50% 50% 0% 0%	75% 75% 75% 75% 75% 75% 75% 75% 75% 75%	
	75% up to Restorativ 21301 23122 23601 25111 25112 25113 25114 25121 25121 25122 25123	<ul> <li>by Fee Guide M</li> <li>83.40</li> <li>159.20</li> <li>85.80</li> <li>232.00</li> <li>300.50</li> <li>341.20</li> <li>332.10</li> <li>275.80</li> <li>311.50</li> <li>354.70</li> </ul>	aximum: C 0% 50% 0% 0% 0% 0% 0% 0% 0%	ore coverage 50% 75% 75% 75% 75% 75% 75% 75% 75% 75% 75	52111 52112 52201 52202 52211 52301 52302 52312 52401 52402 52501 52502	121.70 150.30 150.30 150.30 199.20 199.20 188.40 199.20 188.40 199.20 218.20 218.20	0% 0% 0% 50% 50% 50% 0% 0% 0%	75% 75% 75% 75% 75% 75% 75% 75% 75% 75%	
	75% up to Restorativ 21301 23122 23601 25111 25112 25113 25114 25121 25122 25123 25124	<ul> <li>by Fee Guide M</li> <li>83.40</li> <li>159.20</li> <li>85.80</li> <li>232.00</li> <li>300.50</li> <li>341.20</li> <li>332.10</li> <li>275.80</li> <li>311.50</li> <li>354.70</li> <li>354.00</li> </ul>	aximum: C 0% 50% 0% 0% 0% 0% 0% 0% 0% 0% 0%	ore coverage 50% 75% 75% 75% 75% 75% 75% 75% 75% 75% 75	52111 52112 52201 52202 52211 52301 52302 52312 52401 52402 52501 52502 53101	121.70 150.30 150.30 150.30 199.20 199.20 188.40 199.20 218.20 218.20 218.20 443.40	0% 0% 0% 50% 50% 50% 0% 0% 0% 0% 0% 0%	75% 75% 75% 75% 75% 75% 75% 75% 75% 75%	
	75% up to Restorativ 21301 23122 23601 25111 25112 25113 25114 25121 25121 25122 25123	<ul> <li>by Fee Guide M</li> <li>83.40</li> <li>159.20</li> <li>85.80</li> <li>232.00</li> <li>300.50</li> <li>341.20</li> <li>332.10</li> <li>275.80</li> <li>311.50</li> <li>354.70</li> </ul>	aximum: C 0% 50% 0% 0% 0% 0% 0% 0% 0%	ore coverage 50% 75% 75% 75% 75% 75% 75% 75% 75% 75% 75	52111 52112 52201 52202 52211 52302 52302 52302 52401 52402 52501 52502 53101 53102	121.70 150.30 150.30 150.30 199.20 199.20 188.40 199.20 218.20 218.20 218.20 243.40	0% 0% 0% 0% 50% 50% 0% 0% 0% 0% 50% 50%	75% 75% 75% 75% 75% 75% 75% 75% 75% 75%	
	75% up to Restorativ 21301 23122 23601 25111 25112 25113 25114 25121 25122 25123 25124	<ul> <li>by Fee Guide M</li> <li>83.40</li> <li>159.20</li> <li>85.80</li> <li>232.00</li> <li>300.50</li> <li>341.20</li> <li>332.10</li> <li>275.80</li> <li>311.50</li> <li>354.70</li> <li>354.00</li> </ul>	aximum: C 0% 50% 0% 0% 0% 0% 0% 0% 0% 0% 0%	ore coverage 50% 75% 75% 75% 75% 75% 75% 75% 75% 75% 75	52111 52112 52201 52202 52211 52301 52302 52312 52401 52402 52501 52502 53101	121.70 150.30 150.30 150.30 199.20 199.20 188.40 199.20 218.20 218.20 218.20 443.40	0% 0% 0% 50% 50% 50% 0% 0% 0% 0% 0% 0%	75% 75% 75% 75% 75% 75% 75% 75% 75% 75%	

	_	-						
Code	Fee	Core	Enhanced		Code	Fee	Core	Enhanced
53202	443.40	50%	75%		80649	50.30	0%	50%
53401	503.50	50%	75%		80651	50.30	0%	50%
53402	503.50	50%	75%		80659	50.30	0%	50%
53622	503.50	0%	75%		80661	50.30	0%	50%
53623	503.50	0%	75%		80671	50.30	0%	50%
54201	39.30	50%	75%		80679	50.30	0%	50%
54202	78.40	50%	75%		81111	153.60	0%	50%
54209	39.30	50%	75%		81112	153.60	0%	50%
54301	266.40	0%	75%		81113	153.60	0%	50%
54302	266.50	0%	75%	1	81114	153.60	0%	50%
56411	171.00	0%	75%	'	81121	196.80	0%	50%
56412	171.00	0%	75%		81122	204.90	0%	50%
					81131	196.80	0%	50%
Prosthe	odontics - Fixe				81132	204,90	0%	50%
62101	200.60	50%	75%		81141	108.90	0%	50%
62501	200.60	50%	75%		81142	108.90	0%	50%
62701	155.80	50%	75%		81151	108,90	0%	50%
62702	155.80	50%	75%		81152	108.90	0%	50%
62703	155.80	0%	75%		81211	189.50	0%	50%
62801	153.30	0%	75%	1	a1212	189.50	0%	50%
66111	45.70	50%	75%		81221	142.20	0%	50%
66112	91.40	50%	75%	•	81222	142.20	0%	50%
66113	137.00	50%	75%		81231	201.90	0%	50%
66211	45.70	50%	75%		81232	194.00	0%	50%
66212	91.40	50%	75%		81241	189,50	0%	50%
66213	137.00	50%	75%		81242	189.50	0%	50%
66301	45.70	50%	75%		81243	150.80	0%	50%
66302	91.40	50%	75%		81251	284.20	0%	50%
66303	137.00	50%	75%		81252	284.20	0%	50%
66711	68.60	0%	75%		81253	284.20	0%	50%
66719	68.60	0%	75%	1	81261	108.90	0%	50%
66731	208.00	0%	75%		81262	118.50	0%	50%
67101		0%	75%		81271	272.40	0%	50%
67102	371.50	0%	75%		81272	272.40	0%	50%
67121	82.70	0%	75%		83101	153.60	0%	50%
67129	82.70	0%	75%		83102	153.60	0%	50%
67131	82.70	0%	75%		83103			50%
67139	82.70	0%	75%		83201	148.50	0%	50%
67201	407.80	50%	75%		83202	148.50	0%	50%
67202	403.30	0%	75%		84101	2012.50	0%	50%
67211	417.90	50%	75%	1	84201	3018.60	0%	50%
67212	96.40	0%	75%		84301	3018.60	0%	50%
67301		50%	75%		85101	1873.90	0%	50%
67311	417.90	50%	75%	1	85201	2810.50	0%	50%
67312	96.40	0%	75%	1	85301	2810,50	0%	50%
67321	363.20	0%	75%	•	87101	847.00	0%	50%
67322	363,20	0%	75%		87201		0%	50%
67331			75%		87301	1129.30	0%	50%
67341	130.20	0%	75%		88101	847.00	0%	50%
67501	79,70	0%	75%		88201	1129.30	0%	50%
69301	18.10	0%	75%		88301	1129.30	0%	50%
69302 *	36.40	0%	75%		89101	847.00	0%	50%
69303		0%	75%		89201	1129.30	0%	50%
69701	69.40	0%	75%	· 1	89301	1129.30	0%	50%
69702	34.00	0%	75%		93331	1129.30 I.C.	0%	50%
JATUL	04.00	0 /0	1010			1 clus	0 /0	
				1				

Level IV Enhanced Coverage - 50%; Cora coverage 0%

Orthodon	tics:		
01901	209.30	0%	50%
02701	25.70	0%	50%
02702	36.60	0%	50%
04931	49.50	0%	50%
80601	28.20	0%	50%
80602	41.80	0%	50%
80631	50.30	0%	50%
80632	83.80	0%	50%
80639	41.80	0%	50%
80641	50,30	0%	50%
80642	100.70	0%	50%

evel I an	nd II Enhanc	ed Coverag	e - differential	Code	Fee	Core	Enhanced
	00% up to Fee Gi			11114	99.40	75%	100%
ecoverag	geLevel <b>I=</b> 100%;	Level <b>li=</b> 75%		11115	124.20	75%	100%
				11116	149.10	75%	100%
gnosti				11117	12.40	75%	100%
le	Fee	Core	Enhanced	11119	24.80	75%	100%
)1	24.80	100%	100%	12101	11.00	100%	100%
2	37.20	100%	100%	13211	21.90	0%	100%
3	51.10	100%	100%	13217	11.00	0%	100%
02	20.20	100%	100%	13401	17.20	0%	100%
04	19.20	0%	100%	13409	9.20	0%	100%
55	24.80	0%	100%	13411	36.90	0%	100%
01	54.40	_0%	100%	13419	27.30	0%	100%
01	37.20	0%	100%	13701	29.40	0%	100%
)2	63.80	100%	100%	13702	58.80	0%	100%
1	10.90	0%	100%	14101	121.20	0%	100%
12	14.80	100%	100%	14102	121.20	0%	100%
13	20.50	100%	100%	14201	161.60	0%	100%
14	25.80	100%	100%	14202	161.60	0%	100%
15	31.50	100%	100%	15101	64.60	0%	100%
16	34.40	100%	100%	15103	129.20	0%	100%
17	37:40	0%	100%	15105	129.20	0%	100%
18	40.30	0%	100% 100%	15201	96.90	0%	100%
19	43.20	0%		15202	102.80	0%	100%
120	46.20	0%	100% 100%	15301	96.90	0%	100%
21	49.10 52.00	0%	100%	15302	137.10	0% 0%	100% 100%
22		0%	100%	15401	112.90	0%	100%
23 24	54.90 57.90	0%	100%	15402 15403	112.90	0%	100%
25	60.80	0%	100%	15501	96.90	0%	100%
31	15.80	0%	100%	15601	96.90 28.60	0%	100%
32	24.90	0%	100%	15603	28.60	0%	100%
41	10.90	100%	100%	15604	28.60	0%	100%
12	14.80	100%	100%	15004	20.00	0 /6	100 /8
43	20.50	100%	100%	Restorati			
44	25.80	100%	100%	20111	41.90	75%	100%
1948 -			100%	20119	41.90	75%	100%
)2	36.90	0%	100%	20121	64.20	75%	100%
01	20.90	0%	100%	20129	64.20	75%	100%
02	36.70	0%	100%	20131	19.80	75%	100%
03	52.30	0%	100%	20139	19.80	75%	100%
04		0%	100%	21111	47.90	75%	100%
01	35.40	100%	100%	21112	58.20	75%	100%
01	24.40	0%	100%	21113	61.00	75%	100%
11	56.70	0%	100%	21121	50.30	75%	100%
12	56.70	0%	100%	21122 '	61.00	75%	100%
3			100%	21123	64.10	75%	100%
21	100.40	0%	100%	21211	56.70	75%	100%
22	100.40	0%	100%	21212	83.00	75%	100%
23	100.40	0%	100%	21213	88.50	75%	100%
1	l.c.	0%	100%	21214	110.00	75%	100%
	l.c.	0%	100%	21215	132.80	75%	100%
1	28.30	0%	100%	21221	60.10	75%	100%
9	28.30	0%	100%	21222	83.20	75%	100%
1	24.80	100%	100%	21223	96.30	75%	100%
21	49,50	0%	100%	21224	124.70	75%	100%
22		0%	100%	21225	135.90	75%	100%
23	137.80	0%	100%	21231	59.50	75%	100%
01	25.10	0%	100%	21232	87.00	75%	100%
02	50.30	0%	100%	21233	93.00	75%	100%
1	25.10	0%	100%	21234	115.40	75%	100%
52		0%	100%	21235	139.50	75%	100%
)9	25.10	0%	100%	21241	63.00	75%	100%
				21242	87.30	75%	100%
ventati	ive:			21243	101.20	75%	100%
1	20.20	100%	100%	21244	131.00	75%	100%
02	40.40	100%	100%	21245	142.70	75%	100%
07	10.10	100%	100%	21401	14.20	75%	100%
<b>11</b>	24,80		100%	21402	20.20	75%	100%
	49.70	75%	100%	21403	31.70	75%	100% 100%
2	40.70		100%	21404			

Code	Fee	Core	Enhanced	Code	Fee	Core	Enhanced
21405	42.70	75%	100%	34211	45.60	0%	100%
21501	14.20	0%	100%	34221	45.60	0%	100%
22211	81.30	75%	100%	34222	75.60	0%	100%
22311	81.40	75%	100%	34231	45.60	0%	100%
22401	92.90	0%	100%	34232	75.60	0%	
22411	92.90	0%	100%	34241	45.60		100%
		0%	100%	34242		0%	100%
22501	99.90		100%		75.60	0%	100%
22511	99.90	0%	100%	34251	45.60	0%	100%
23111	64.10	75%		34252	75.60	0%	100%
23112	82.60	75%	100%	34261	45.60	0%	100%
23113	113.20	75%	100%	34262	75.60	0%	100%
23114	135.60	75%	100%	34263	97.20	0%	100%
23115	152.80	75%	100%	34411	201.10	0%	100%
23311	64.10	75%	100%	34412	241.30	0%	100%
23312	111.70	75%	100%	34421	149.60	0%	100%
23313	123.20	75%	100%	34422	149.60	0%	100%
23314	160.10	75%	100%	34423	149.60	0%	100%
23315	183.20	75%	100%	34451	180.30	0%	100%
23321	64.00	75%	100%	34452	270.30	0%	. 100%
23322	111.70	75%	100%	34453	310.60	0%	100%
23323	143.80	75%	100%	39201	30.20	0%	100%
23324	160.10	75%	100%	39202	30.20	0%	100%
23325	175.80	75%	100%	39211	55.20	75%	100%
23411	54.80	75%	100%	39212	67.60	75%	100%
23412	68.80	75%	100%				
23413	84.60	75%	100%	Periodonti			
23414	91.30	75%	100%	41211	44.30	75%	100%
23415	92.10	75%	100%	41212	88.80	75%	100%
23511	54.80	75%	100%	41221	42.30	75%	100%
23512	68,80	75%	100%	41222	84.50	75%	100%
23513	84.60	75%	100%	41301	38.00	75%	100%
23514	93.80	75%	100%	41302	75.80	75%	100%
23515	108.30	75%	100%	42111	121.30	75%	100%
29101	41.60	75%	100%	42201	144.20	75%	100%
29102	83,10	75%	100%	42311	177.50	75%	100%
29103	124.60	75%	100%	42321	177.50	75%	100%
29109	41.60	75%	100%	42331	39.80	0%	100%
				42411	584.90	75%	100%
Endodont	tics:			42421	409.50	75%	100%
32221	71.20	0%	100%	42431	466.20	75%	100%
32222	88.90	0%	100%	42441	416.90	0%	100%
32232	44.50	0%	100%	42511	377.00	75%	100%
32311	77.30	0%	100%	42521	377.00	75%	100%
32312	88.40	0%	100%	42611	441.00	0%	100%
32321	88.40	0%	100%	42811	145.00	0%	100%
33111	275.40	75%	100%	42819	206.20	0%	100%
33115	342.50	0%	100% 斗	42821	40.10	75%	100%
33121	402.30	75%	100%	42831	40.10	75%	100%
33125	496.30	0%	100%	42832	80.20	. 75%	100%
33131	482.70	75%	100%	43111	40.10	0%	100%
33135 1	585.40	0%	100%	43211	42.30	0%	100%
33141	563,20	75%	100%	43221	45.40	0%	100%
33145	666.00	0%	100%	43231	24,40	0%	100%
33601	80.40	0%	100%	43241	42.30	0%	100%
33602	100.60	0%	100%	43281	42.30	0%	100%
33611	49.60	0%	100%	43289	42.30	0%	100%
33612	54.70	0%	100%	43311	44.30	0%	100%
34111	162.80	0%	100%	43312	88.80	0%	100%
34112	216.70	0%	100%	43313	133.10		100%
34121	, 216.70	0%	100%	43314	177.60	0%	100%
34122	272.30	0%	100%	43319	44.30	0%	100%
34131	261.90		100%	43421	24.80	75%	100%
34132	362.80	0%	100%	43422	49.70	75%	100%
34141	216.70	0%	100%	A3423	74.50		100%
34142	261.90	0%	100%	43424	99.40	75%	100%
34151	273.80	0%	100%	43425	124.20	75%	100%
	362.80		100%	43426	149.10	75%	100%
34161	331.00	0%	100%	43427	12.40	75%	100%
34162	401.90	0%	100%	43429	24,80	75%	100%
34163	520.10	0%	100%	43611	169.10	75%	100%

100.20 75%

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56231	1	75%		
56232	S.1 - 22	75%	1. C.	
56241	1	75%		
56242				
56312	102.20	75%	100	)%
56321	102.20	75%	100	1%
		75%	100	
56511				
56512				
56521		0	1	
56522		0	1 1-54	
	0	0	1	

	117.30	0%	
and the second se	64.90	0%	
72111	102.90	75%	
72211			
72221			
72231	2 30	75%	100%
72311	4 0	0%	100%
72319	20	0%	100%
72321	97.50	75%	100%
72329	48.90	75%	100%
72331	122.20	75%	100%
2339	54.40	75%	100%
2511	97.50	0%	100%
2521	117.30	0%	100%
2531	217.80	0%	100%
2711	142.80	0%	100%
3121	80.90	75%	100%
3152	174.20	0%	100%
3153	130.70	0%	100%
	217.80	0%	100%
	217.80	0%	100%
	130.70	0%	100%

73224	30.20	0%	100%
73411	267.10	75%	100%
74611	157.60	0%	100%
74612			
74613	220.70	0%	100%
14621	186.40	0%	100%