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Collective Agreement

between

**The Corporation of the County of Lanark
Concerning its operation at
Fairview Manor, Almonte, Ontario**

and



**Canadian Union of Public Employees
and its Local 3022**

12686(02)

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January 1, 2002 – December 31, 2004

ENTERED

12686(02)

○
This Agreement made this ____ day of _____, 2003.

between

**The Corporation of the County of Lanark
Concerning its operation at
Fairview Manor, Almonte, Ontario
(Hereinafter called "the Employer")**

Party of the First Part

and

**Canadian Union of Public Employees
and its Local 3022
(Hereinafter called "the Union")**

Party of the Second Part



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ARTICLE 1 - PREAMBLE

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.

1.02 The parties to this Agreement share a desire to improve the quality, to promote well-being and increase the productivity of the employees of the Home. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that the management function of the Employer to determine the size of the work force rests exclusively with the Employer except as specifically limited by the express provisions of the Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:

- (a) Hire, discharge for just cause, direct, promote, demote, classify, transfer, lay-off, recall, suspend or otherwise discipline employees.
- (b) Maintain order, discipline and efficiency.
- (c) Promulgate and alter from time to time reasonable rules, regulations and policies to be observed by the employees.
- (d) **All** of the above shall not be inconsistent with the terms of this Collective Agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

As per the certificate and the decision issued by the Ontario Labour Relations Board dated October 25, 1979, the Employer recognizes the Canadian Union of Public Employees and its Local 3022 as the sole and exclusive collective bargaining agent for all its employees, save and except graduate and undergraduate nurses, and the office and clerical staff.

3.02 Work in the Bargaining Unit

- (a) Employees whose jobs are not in the bargaining unit shall not perform the functions of jobs in the bargaining unit except in emergencies, in instances when employees in the bargaining unit are not immediately available, or for training purposes.

There will be no reduction in the number of employees due to the use of volunteers in the facility.

(b) Contracting Out

In the event that work not normally performed by bargaining unit members occurs, the Employer will endeavour to offer this work to the part-time bargaining unit employees able to perform the work as per seniority.

3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 No Discrimination

The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, place of residence, sex, sexual orientation, marital status, handicap as defined by the Ontario Human Rights Code, nor by reason of his/her membership or legal activities in the Union.

ARTICLE 5 - UNION MEMBERSHIP

5.01 All Employees to be Members

Any employee covered by this Agreement who was in the employ of the Employer prior to the Canadian Union of Public Employees being certified as the Collective Bargaining Agent for the Employees shall become a member of the Union and pay dues as established by the Union.

5.02 Any employee who is eligible for membership and has commenced employment subsequent to the Canadian Union of Public Employees being certified as the Collective Bargaining Agent, shall become a member of the Union and pay dues as established by the Union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members in accordance with Article 5.01. The Union agrees to save the Employer harmless from all and any claims which may arise as a result of such deductions and payment.

6.02 Deductions

Deductions shall be made from each pay and shall be forwarded by the Employer to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the fifteenth (15th) day of the following month. The dues deduction cheque shall be accompanied by a list of names, addresses and classifications of employees from whose wages the deductions have been made.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall indicate the amount of Union dues paid by each Union member in the previous year.

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

7.01 New Employees

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

7.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Employer shall provide him/her with a copy of the Collective Agreement.

7.03 Interview with Representative

On commencing employment, the employee's immediate supervisor shall introduce the new employee to the designated Union Representative. This representative shall have the right to interview the new employee within regular hours, without loss of pay, for a maximum of fifteen (15) minutes during the employee's first month of employment.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Director of Long Term Care or his/her designate and the Secretary of the Union.

A copy of any correspondence between the Employer, or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration or application of any part of this Agreement shall be forwarded to the Secretary of the Union or his/her designate.

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9.02 Union Bargaining Committee

A Union Bargaining committee shall be elected or appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union members of the Committee.

9.03 Function of the Bargaining Committee

All matters pertaining to the negotiation of changes to this Collective Agreement shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement in accordance with the provisions of this Agreement.

9.04 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s)/Advisor(s) shall have access to the Employer's premises at any reasonable time in order to investigate and assist in the settlement of a grievance on the condition that the Director of Long Term Care or his/her designate is given advance notice.

9.05 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fourteen (14) calendar days after the request has been given.



Time Off for Meeting

A member of the Bargaining Committee, as described in Article 9.02, shall have the right to attend meetings held within working hours.

Two (2) members of the Union Bargaining Committee, shall have the right to attend negotiating meetings up to and including conciliation meetings, held within working hours without loss of pay.

9.07 Health and Safety Committee

- (a) Recognizing their responsibility under the Occupational Health and Safety Act, the parties agree that they will take the necessary steps to comply with relevant legislation.
- (b) The Union will have two (2) members on the Committee. These representatives should represent the various departments in the Home.
- (c) The Union will provide the Employer with the names of its representatives on the Committee by March 1st of each year.
- (d) Meetings should be held bi-monthly.

9.08 Labour/Management Committee

- (a) The Employer recognizes four (4) members of the Union, to sit on a Labour/Management Committee.
- (b) The Employer agrees to pay for time spent during regular working hours for the representatives of the Union attending meetings of the Labour/Management Committee.
- (c) The Committee shall meet as required by either party. Such meetings shall take place at a mutually agreeable time and place.
- (d) Agenda items shall be exchanged at least three (3) working days prior to the meeting.
- (e) An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over the meetings.
- (f) Minutes of the meeting shall be taken and reflect the Agenda items discussed along with a resume of the discussions that have taken place on every agenda item as well as the resolutions agreed to each agenda item.

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The Purpose of the Committee

- i) Promoting and providing, effective and meaningful communication of information and new ideas to enhance the quality of the work environment;
- ii) Dealing with concerns and complaints with the policies, procedures and general working conditions;
- iii) Working towards eliminating conditions causing grievances and misunderstandings;
- iv) Reviewing suggestions from employees and the Employer concerning working conditions and service.

(h) Jurisdiction of the Committee

- i) The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.
 - ii) The Committee shall not supersede the activities of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- (i) The Employer agrees to discuss with and inform the Union of changes in personnel policies and procedures prior to their effective date. These changes in policies and procedures shall be posted.

9.09 Modified Work

The Corporation of the County of Lanark undertakes to provide meaningful employment for both permanently and temporarily disabled employees, thereby returning valuable human resources, benefits, and productivity to the Corporation.

The parties agree to establish a consultative process to expedite the establishment of a "Modified Work" program.

The Employer agrees to make every reasonable effort to provide suitable modified work to any employee who is unable to perform his/her essential duties as a consequence of disability.



The Union agrees to counsel its members on the benefits of cooperating in a "Modified Work" program.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Election of Stewards

In order to provide an orderly and timely procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect up to a total of six (6) stewards who must be employees of the Employer during their term of office and report to the same Supervisors as the employees they represent. One (1) additional employee may be appointed or elected and shall be designated as Chief Steward. The Union reserves the right to appoint a co-chief Steward to assume the duties of the Chief Steward in his/her absence or when he/she is unavailable.

10.02 Names of Stewards

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

10.03 Grievance Committee

The Grievance Committee shall consist of two (2) representatives of the Union, one (1) of which may be the President.

10.04 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the normal performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no Steward shall leave his/her work without obtaining the permission of his/her supervisor. The employee/Steward will inform his/her Supervisor upon his/her return to duty. Such permission shall not be unreasonably withheld.

10.05

Definition of a Grievance

Nothing herein shall prevent an individual employee from discussing a complaint with her immediate Supervisor or Department Head. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. No grievance shall be considered where the circumstances giving rise to the grievance occurred or originated more than fourteen (14) calendar days before the filing of the grievance unless the employee has not been notified in writing of the occurrence.

10.06

Settling of Grievances

An earnest effort shall be made to process and settle grievances fairly and promptly in the following manner:

Step 1

The aggrieved employee(s) shall submit the grievance to his/her Steward.

Step 2

If the Steward considers the grievance to be justified, the employee(s) concerned, together with his/her Steward, shall first seek to settle the dispute with the employee's Supervisor.

Step 3

Failing a satisfactory decision and settlement of the matter within two (2) working days after the matter was presented at Step 2, the employee(s) concerned, with the Chief Steward, may, within five (5) further working days, submit the grievance to the Director of Long Term Care or his/her designate and at the same time advise the Director of the redress sought. The Director or his/her designate shall render a decision in writing within six (6) working days after receipt of the grievance.

Step 4

Failing to reach settlement in Step 3, the Union may submit the grievance to the County Chief Administrative Officer or his/her designate who may convene a meeting prior to the submission to the Legislation and Personnel Committee within six (6) working days after the decision in Step 3 is made. The County Chief Administrative Officer or his/her designate, acting on behalf of the Legislation and Personnel Committee, shall give his/her written reply within ten (10) calendar days of the Union's submission.

Step 5

Failing satisfactory settlement being reached in Step 4, the Union may refer the matter to arbitration in accordance with the provisions of Article 11, providing such is done within ten (10) working days from the date the Employer's answer in Step 4 is made.

10.07 Policy Grievance

Where a dispute involving a question of general application or interpretation of this Agreement occurs, or where a group of employees of the Union has a grievance, Steps 1 and 2 of this article may be by-passed. Like other grievances, a policy grievance must be submitted to the Employer in writing within fourteen (14) calendar days of the incident being grieved.

10.08 Union May Institute Grievance

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

10.09 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meeting.

ARTICLE 11 - ARBITRATION

11.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of this Agreement, indicating the name of the nominee to an arbitration board. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators shall then meet to select an impartial Chairman.

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Failure to Appoint

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

11.03 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement. However, the Board shall have the power to dispose of a discharge or suspension grievance in a manner which it deems just.

11.04 Disagreement on Decision

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

11.05 Expenses of the Board

Each party shall pay:

- 1) Fees and expenses of the Arbitrator it appoints;
- 2) One-half (½) of the fees and expenses of the Chairman.

11.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may **be** extended by mutual consent of the parties.

11.07 Witnesses

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

1/38 Time Off for Arbitration

The grievor will be released with pay for arbitration proceedings.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Discharge and Discipline Procedure

An employee who has completed his/her probationary period may be dismissed, but only for just cause, upon the authority of the Employer. A Department Head or designate may suspend an employee. When being advised of discipline or discharge, an employee may be accompanied by his/her Steward or Union Representative. Such employee and the Union shall be advised promptly, in writing, by the Employer of the reason for such discipline or discharge.

The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Except in extreme cases, discharge for cause should be preceded by a documented record of counselling, warnings and/or suspensions.

12.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 10 (Grievance Procedure). Steps 2 and 3 of the Grievance Procedure may be omitted in such cases.

12.03 Unjust Suspension or Discharge

When it has been determined that an employee has been unjustly suspended or discharged, he/she shall be immediately reinstated in his/her former position without loss of seniority. He/She shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.



Warning

Whenever the Employer or his/her authorized agent deems it necessary to censure an employee in a manner indicating that dismissal or discipline may follow any further infraction, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

12.05 Adverse Report

Upon written notification to the Director of Long Term Care, or his/her designate, an Employee shall have access to his/her personnel file and shall have the right to respond in writing to any document contained therein within fourteen (14) days of the date of viewing the record. That response becomes part of the record. Access shall be limited to once in a twelve (12) month period. The employee may request copies of any new adverse reports in his/her personnel file. The employee will indicate viewing each report in the file by dating and initialing.

12.06 Discharge, Suspension and Discipline

The record of an employee shall not be used against him/her at any time after twelve (12) months following the probation period, a suspension or other disciplinary action including letters of reprimand or adverse reports.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined

Seniority is defined as the length of service from the last date of hire with the Employer. An employee who has successfully completed his/her probationary period, as set out in clause 13.03 below, shall have his/her name placed on the seniority list with the seniority effective on the date the employee commenced to work for the Employer. Length of service for part-time employees is calculated on the basis of hours worked for the Employer. On the basis of this method of calculation, a part-time employee will be credited with one (1) year of seniority once he/she has worked a total of 1,760 hours.



Seniority List

The Employer shall maintain full-time and part-time seniority lists showing the date upon which each full-time employee was confirmed as an employee and each part-time employee's seniority calculated pursuant to Article 13.01. Where two (2) or more employees were confirmed as employees on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in March and October of each year. The Union will have fifteen (15) working days from the date of the posting to grieve the accuracy of the list.

13.03 Probation for **Full Time** Employees

Newly hired employees shall be on a probationary basis for a period of **up** to three (3) months from the date of hiring, during which time he/she may be released at the discretion of the Employer. During the probationary period, the employee shall, with the exception of the grievance procedure pertaining to discharge, be entitled to all rights and benefits of this Agreement unless otherwise provided in this Agreement. After successful completion of the probationary period, seniority shall be effective from the last date of hiring. The probationary period may be extended by mutual agreement of the Employer and the Union.

13.04 Probationary Period for Part-Time Employees

Newly hired part-time employees shall be on probation for a period of up to 487.5 hours from the last date of hiring, during which time he/she may be released at the discretion of the Employer. During the probationary period, the part-time employee shall, with the exception of the grievance procedure pertaining to discharge, be entitled to all rights and benefits of this Agreement enjoyed by other part-time employees. Upon successful completion of the probationary period, seniority shall be effective from the last date of employment. The probationary period may be extended by mutual agreement of the Employer and the Union.

13.05 **Loss of** Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, disability, accident, lay-off, or leave of absence approved by the Employer. This shall not contravene contract language as to sick leave and lay-off articles.

○ An employee shall lose her/his seniority and be deemed terminated in the event:

- 1) He/she is discharged for just cause and is not reinstated;
- 2) He/she resigns in writing and does not withdraw within three (3) days;
- 3) He/she fails to return to work within five (5) working days following a lay-off and after receiving notice by registered mail to do so, unless through sickness or other just cause. The refusal of an employee to accept recall to such employment will not result in termination of seniority and will not prejudice his/her right to recall in the future. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall;
- 4) He/she is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- 5) He/she is laid off for a period longer than twenty-four (24) months.

13.06 Transfer and Seniority Outside Bargaining Unit

An employee who is transferred with his/her consent to a position outside the bargaining unit shall retain his/her accumulated seniority for three (3) months from the date of leaving his/her unit, but will not accumulate any further seniority.

If the employee returns to the bargaining unit within three (3) months, he/she shall be placed in a **job** consistent with his/her classification. Such return shall not result in the lay-off or bumping **of** an employee holding greater seniority or being placed on probation.

13.07 Change of Status

(a) Change of Status: Part-Time to Full-Time

In the event a part-time employee's status is changed to full-time, he/she will carry his/her seniority converted on the basis that 1760 hours equals one (1) year of service and such employee shall continue to accumulate full-time seniority as defined in Article 13.01.



In the event a full-time employee's status is changed to part-time, he/she will carry his/her seniority converted on the basis that one (1) year of service equals 1760 hours and such employee shall continue to accumulate part-time seniority as defined in Article 13.01.

- (c) Existing part-time employees (as at June 24, 2003) will be credited for each year of service or partial year based on 1760 hours equals one (1) year of seniority.
- (d) There is to be no accumulation of more than one (1) year of seniority in a year.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

- a) When a vacancy occurs, or a new position is created inside the bargaining unit, including temporary vacancies or new positions that are anticipated to be of twenty-five working days duration or more or once an employee on leave has not returned to his/her position after 25 working days, the Employer shall post notice of the position on the bulletin board designated for such purpose, at Lanark Lodge and Fairview Manor, for a minimum of one (1) week and send a copy of the notice to the Union. Upon completion of a temporary assignment, the employee shall return to his/her former job.
- b) When the initial request for leave is extended six months or longer, the position shall be re-posted for the extended duration.

14.02 Information in Postings

Such notice shall contain the following information:

- a) Nature of position, duration, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range.
- b) For internal use within the Home, the **job** posting shall identify the employee who regularly holds the rotation.

c

An employee who wishes to apply for a posting must sign the posting themselves. Only authentic signatures will be accepted. An exception to this would occur when an employee would be unavailable for an extended period of time. Should such a situation occur, the employee must leave written documentation with their signature with the Business Office or Supervisor stating that they wish to be considered for a specific posting, that is posted during their absence.

14.03

Postings at Fairview Manor

- (a) Applications from members of Local 2976, Lanark Lodge, shall not be considered as outside advertising in the context of Article 14.04. These applications shall be processed as per Article 14.05 only when applicants at Fairview Manor have been fully considered.

Postings at Lanark Lodge

- (b) Applications from members of Local 3022, Fairview Manor, shall not be considered as outside advertising in the context of Article 14.04. These applications shall be processed as per Article 14.05 only when applicants at Lanark Lodge have been fully considered.

14.04

Outside Advertising

Applications from present Local 2976 and Local 3022 members will be processed prior to the Employer processing applications from outside advertising.

14.05

Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- (a) The principle of promotion within the service of the Employer; and
- (b) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 14.02.



For the purposes of this Article, seniority shall be determined from the "date of hire" for existing employees employed on or before June 24, 2003. For employees hired after June 24, 2003, the determination for the purposes of this Article shall be based on hours worked. For all other purposes, seniority for part-time employees will be based on hours worked.

Any employee who was an unsuccessful applicant for that position shall have the right to grieve the Employer's decision in her case.

14.06 Trial Period - Full-Time

The successful applicant shall be notified and placed on trial for a period of up to three (3) months. Conditional upon satisfactory trial period, the employee shall be declared permanent. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

14.07 Trial Period - Part-Time

The successful applicant shall be notified and placed on trial for a period of up to 487.5 hours. Conditional upon a satisfactory trial period, the employee shall be declared permanent. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, she shall be returned to her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position, wage or salary rate, without loss of seniority.

14.08 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all promotions, hirings, lay-offs, demotions, transfers, recalls, resignations, retirements, deaths or other terminations of employment within the bargaining unit.

Full-Time Positions

No full-time position (37.5 hours) within the bargaining unit shall be assigned to one or more part-time employee(s) because of attrition or layoff.

14.10 To ensure that employees are not being by-passed when applying for positions at either Fairview Manor or Lanark Lodge, the Employer shall provide a letter to both CUPE Local 2976 and CUPE Local 3022 listing:

- a) all employees presently on lay off at both Homes;
- b) names of all applicants;
- c) successful applicant;
- d) updated seniority list from both Homes.

14.11 Orientation

The County agrees to keep the Union informed on matters relating to the Employer's orientation program.

Both the Union and the Employer wish to ensure that each employee is familiar with all aspects of his/her new work environment and job responsibilities.

Therefore, to assist each employee to meet the expectation and requirements of his/her new position and to ensure that safe and productive working conditions are maintained for all employees and residents, the Employer agrees that:

- (a) **New employees** will participate in an orientation program which is both general and job-specific (departmental).
- (b) **Employees transferring** between departments and facilities will participate in an orientation program which is job-specific (departmental).
- (c) **Employees changing status** within a department (e.g. part-time to full-time) involving a change in job-related responsibilities will receive a job-specific (departmental) orientation which will focus on the employee's new duties.

ARTICLE 15 - LAY-OFFS AND RECALLS

15.01 Definition of a Lay-Off

Lay-off shall mean the discontinuation and/or reduction in hours of a position(s) due to lack of work or reduction or discontinuation of service or services. This discontinuation of services may be due to the elimination of a program or programs or to inadequate funding or to technological change.

15.02 Advance Notice of Layoff

a) In the event of a proposed layoff or the elimination of a position within the bargaining unit, the Employer shall:

1) provide the Union with no less than fourteen (14) days written notice of the proposed layoff or elimination of position.

b) Unless legislation is more favourable to the employees, the Employer shall notify employees who are about to be laid off with a minimum of fifteen (15) working days prior to the effective date of layoff. Notice of layoff shall be in accordance with the Employment Standards Act.

If the employee has not had the opportunity to work the days as provided in this article, he/she shall be paid for the days which work was not made available.

15.03 Role of Seniority in Layoffs

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

b) In the event of a layoff, employees shall be laid off in reverse order of their bargaining unit seniority. An employee about to be laid off may bump any employee with less seniority, (the right to bump shall also include the right to bump up), providing the employee exercising the right is qualifiable to perform the work of the less senior employee.

Redeployment Committee

- a) A Redeployment Committee will be convened no later than two (2) weeks after the notice referred to in 15.02 a) and will meet thereafter as frequently as is necessary.

i) Committee mandate

The mandate of the Redeployment Committee is to:

- 1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Homes which could be performed by bargaining unit employees who are or would otherwise be laid off;
- 2) Identify vacant positions in the Homes or positions which are currently filled but which will become vacant within a twelve month period and which are either:
 - a) within the bargaining unit; or
 - b) within another CUPE bargaining unit; or other bargaining units
 - c) not covered by a collective agreement
- 3) Any dispute relating to the foregoing procedure may be filed as a grievance commencing at Step three (3).

b) **Committee Composition**

The Redeployment Committee shall be comprised of equal numbers of representatives of the Employer and the Union. **The** number of representatives will be two (2) Union and two (2) Employer. Meetings **of** the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his or her regular or premium rate as may be applicable. Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

c.

Disclosure

The Employer shall provide to the Redeployment Committee all pertinent staffing and financial information.

d) Alternatives

Where there is no consensus, the committee members may propose alternatives to cutbacks in staffing to the County's Chief Administrative Officer.

15.05 Recall Procedure

a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work. The posting procedure in the collective agreement shall apply before the recall process begins. An employee who refuses recall, shall not lose his/her recall rights.

b) An employee recalled to permanent work in a different classification from which he/she was laid off shall have the privilege of returning to the position he/she held prior to the layoff should it become vacant within six (6) months of being recalled.

c) New employees shall not be hired until those laid off have been given an opportunity of recall within twenty-four (24) months of the lay-off.

15.06 Grievances on Lay-Off and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 4 of the Grievance Procedure.

15.07 Preferential Hiring (Application to Local 2976 Only)

(a) Once employees on lay-off status have been recalled at Lanark Lodge, no new employees shall be hired or present employees promoted until those employees on lay-off status at Fairview Manor have been given the opportunity to be recalled at Lanark Lodge. When such recall takes place, Articles 14 and 13.03 shall not apply, and Article 13.01 and 13.02 shall be amended to reflect the employee's seniority from his/her date of hire at Fairview Manor.

(b) An employee that refuses to be recalled at Lanark Lodge under the provisions of this article, shall not lose his/her recall right and thus is subject to recall at Fairview Manor in accordance with Article 15.05.

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Preferential Hiring (Application to Local 3022 Only)

- (a) Once employees on lay-off status have been recalled at Fairview Manor, no new employees shall be hired or present employees promoted until those employees on lay-off status at Lanark Lodge have been given the opportunity to be recalled at Fairview Manor. When such recall takes place, Articles 14 and 13.03 shall not apply, and Articles 13.01 and 13.02 shall be amended to reflect the employee's seniority from his/her date of hire at Lanark Lodge.
- (b) An employee that refuses to be recalled at Fairview Manor under the provisions of this Article, shall not lose his/her recall rights and thus is subject to recall at Lanark Lodge in accordance with Article 15.05.

ARTICLE 16 - HOURS OF WORK

16.01 Definitions

- (a) A "full-time" employee shall be deemed to be an employee who is regularly scheduled to work more than twenty-four (24) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- (b) A "part-time" employee shall be deemed to be an employee who is regularly scheduled to work not more than twenty-four (24) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- (c) A "part-time on call" employee shall be deemed to be an employee so designated who works on an unscheduled basis when available and called upon to do so. This applies only after Article 16.07(c)iii has been exhausted.

16.02

(a) Regular Daily Hours - Full-Time

The regular daily hours of work shall be seven and one-half (7½) hours per day, plus a thirty (30) minute unpaid meal period.

(b) Scheduling - Full-Time

The present scheduling system of maximum consecutive work days shall not be increased during the life of the Collective Agreement.

16.03

Working Schedule - Full-Time

- (a) The Employer shall make its best efforts to allow employees every second weekend *off*.
- (b) There shall be no split shifts.
- (c) The hours and days of work of each employee shall be posted in an appropriate place at least four **(4)** weeks in advance.
- (d) Once posted, schedules shall not be changed unless by mutual agreement between the Employer, the employee and the Union.

16.04 Paid Rest Periods - Full-Time

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift in an area made available by the Employer.

16.05 Paid Rest Periods - Part-Time

A part-time employee will be entitled to a fifteen **(15)** minute rest period for every four **(4)** hours consecutively worked.

16.06 Change of Shift – Dietary Only

Upon a change of shift, a minimum period of two (2) shifts shall elapse between the end and the resumption of work by an employee and failing this, the employee shall be renumeralated at the overtime rate for the hours the interval is short of two **(2)** shifts. For Food Services employees only the aforementioned applies for the hours the interval is short of two **(2)** shifts that are scheduled to **2100** hours. Following a night shift, a minimum period of three (3) shifts shall be scheduled.

16.07 Hours of Work for Part-time Employees

- (a) Pre-scheduled Master Rotation hours shall be distributed to part-time employees with seniority being the determining factor. These schedules shall be prepared in consultation with the Union.
- (b) Part-time employees shall be scheduled for work in the same manner as full-time employees.



- i) Additional hours, that is hours that are not scheduled because of replacement of full-time and of part-time employees on vacation, sick leave or in the case of emergencies, will be offered to all part-time employees.
- ii) All departments shall keep a record of additional hours (a "call-in sheet") and shall make this record accessible to all employees.

There shall be two separate call-in sheets for each department. One for immediate call-in, and a second for future call-in. Future call-ins shall not exceed a maximum of three (3) shifts per call.

The "floating star" system shall be the method of operation.

Information recorded on each call-in sheet shall include date and time of call, shift offered, and response.

Employees name and phone number shall be listed in order of seniority as per date of hire.

Where there is a dispute in allocating additional hours, seniority shall be the determining factor.

Once posted, schedules shall not be changed unless by mutual agreement between the Employer, the affected employee and the Union.

- iii) P.O.C. (part-time on call) employees shall have a separate call in list which shall be managed in the same manner as the permanent part-time **list**. The P.O.C. call-in list shall be used only when the part-time call-in list has been exhausted. Therefore, the only hours a P.O.C. may receive are those hours for which part-time employees are unavailable. If no part-time employees are available, P.O.C. may be booked. If the P.O.C. is unable to honour the shift, they may exchange the shift with another employee. However, the shift exchange cannot result in another employee receiving premium pay. Notwithstanding the above, P.O.C. hours may be rescheduled for vacation periods where draft schedules are prepared in accordance with Article 20.06.

d.

- i) When a part-time employee is scheduled to work and subsequently sent home, the employee shall be paid for all hours that he/she would have worked.
- ii) A part-time employee shall not be required to lay-off during his/her scheduled regular hours to compensate for any shifts for which he/she was paid and did not have to work.

16.08 The Employer agrees to pay employees for time spent at in-services required by the Employer at their regular hourly rate. The overtime rate shall apply when provisions of Article 17.01 are met.

16.09 The Employer agrees to allow employees to exchange shifts with forty-eight (48) hours notice of such exchange. The form used for such request shall be signed by the affected employees and approved by the supervisor. The County shall not be responsible or liable for overtime claims that might arise or accrue as a result of such exchange of shifts.

ARTICLE 17 - OVERTIME

17.01 Overtime Defined

When required by the Employer, any time worked by an employee in addition to seven and one-half (7½) hours in a shift or 75 hours in a pay period shall be considered to be overtime and shall be paid for at the rate of time and one-half (1½) the employee's basic straight time hourly rate of pay.

The exception is when such overtime is worked by the employee as a result of an exchange of shift with another employee or when such hours have been mutually agreed to between the employee, the Union and the Employer.

There shall be no pyramiding of this benefit.

17.02 Weekend Overtime - Full-Time

The Employer agrees to pay time and one-half (1½) for any full-time employee who was required to work on a third or subsequent consecutive weekend, save and except when:

- (a) such weekend has been worked by the employee to satisfy specific days off, requested by such an employee, or

(c)

such employee has requested weekend work, or

(c)

such weekend is worked as a result of an exchange of shift with another employee.

17.03 Call-Back Guarantee

If an employee is called back to work after leaving the premises of the Employer, he/she shall be paid a minimum of three (3) hours at time and one-half (1½) his/her regular hourly rate.

17.04 Standby

An employee required to be on standby by the Employer shall be paid one dollar (\$1.00) per hour for all such shifts they are not on duty at the Employer's premises. An employee on standby who is required to return to the Employer's premises shall receive a minimum of three (3) hours pay at the rate of time and one-half (1½) their regular hourly earnings. When an employee is called in to work, the standby allowance per shift shall remain payable. In lieu of one dollar (\$1.00) per hour, the employee shall have the option of having one (1) day off with pay every two weeks on call.

17.05 Time Off in Lieu of Overtime - Full-Time

Operational requirements permitting, in lieu of cash payment for overtime, an employee may choose to receive compensatory time off at the appropriate overtime rate at a time selected by the employee. Time owing shall be used or paid out before the end of each quarter unless otherwise mutually agreed upon.

ARTICLE 18 - SHIFT WORK

18.01 Payment of Shift Premium

The shift premium of seventy-five cents (75¢) per hour will be paid, and shall apply to all shifts in which the majority of hours fall between 5:00 P.M. and 7:00 A.M. The premium is to be paid for all hours worked.

ARTICLE 19 - PAID HOLIDAYS

19.01 Paid Holidays - Full-Time

The Employer recognizes the following days as paid holidays, subject to the conditions established in this Article:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
First Monday in August	Boxing Day

and any other day proclaimed by the Federal, Provincial or Municipal Government. The above holidays shall be enjoyed on the day they are proclaimed by the Federal, Provincial or Municipal Government.

In addition, there shall be two (2) floating holidays per year which **will** be designated by mutual agreement between the Employer and the employees for all employees who have completed their probationary period.

If Heritage Day or any other day is legislated, one of the floating holidays will be observed on the day proclaimed.

This floating holiday must be taken in the year in which it is earned.

A minimum of seventy-two (72) hours advance notice shall be required when requesting floating holidays.

19.02 Pay for Holiday on a Regularly Scheduled Day Worked

- (a) An employee who works on a holiday as defined in this article shall be paid at the rate of time and one-half (1½).
- (b) The premium rate of pay shall apply to those shifts in which the majority of hours worked fall on the holiday. This premium shall apply for all hours of the shift.
- (c) There shall be no pyramiding of this benefit.

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Compensation for Holidays - Full-Time

When any full-time employee works on one of the designated holidays defined in this Article or is on a day off, he/she shall be allowed, operational requirements permitting, within the following ninety (90) day period, the equivalent time off with pay at a time selected by the employee. A minimum of seventy-two (72) hours advanced notice shall be required when requesting statutory holidays.

19.04 Pay for Holidays - Part-Time

- (a) This Article shall apply to part-time employees who have earned wages on at least twelve (12) days in the last four (4) weeks and have worked their last scheduled day after the holiday.
- (b) Employees working part shifts shall be compensated for the holiday by having the total hours worked in the last four (4) weeks before the holiday, averaged by the number of days worked.

Where employees have worked twelve (12) full shifts in the qualifying period, they shall receive compensation for a full shift for the statutory holiday.

- 19.05** The Employer agrees to pay time and one-half for all hours worked on a statutory holiday. If an employee works in excess of their scheduled shift on Statutory holiday, they shall receive double time for all hours worked in excess of the original scheduled shift. The employee remains entitled to another day off in lieu of working the statutory holiday. There shall be no pyramiding of this benefit.

ARTICLE 20 - ANNUAL VACATION

20.01 Length of Vacation

Annual leave will be based on earned credits as follows:

- (a) Leave credits will be granted at the rate of 5/6 day per month (ten (10) working days per year) until the completion of the second (2nd) year of employment;
- (b) One and one-quarter (1¼) days per month (fifteen (15) working days per year) will be granted to employees commencing the third (3rd) year of employment but less than eight (8) years of continuous service;

- (c) One and two-thirds (1 2/3) days per month (twenty (20) working days per year) will be granted to employees commencing the eighth (8th) year but less than fifteen (15) years of continuous service;
- (d) Two and one-twelfths (2 1/12) days per month (twenty-five (25) working days per year) will be granted to employees commencing their fifteenth (15th) year of continuous service;
- (e) Two and one-half (2½) days per month (thirty (30) working days per year) will be granted to employees commencing their twenty-fifth (25th) year of continuous service to retirement;
- (f) The Vacation Year will be June 15th to June 15th.
- (g) Employees starting to work full time will be able to take the vacation days earned up to June 15th following their start date.

Ten (10) days vacation may be carried over each year upon written request and approval of the Supervisor. Carry over must be used within the following year.

20.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional day of vacation with pay, operation requirements permitting, at a time selected by the employee.

20.03 Vacation Pay – Part-Time

Vacation pay shall be at the rate of 4%, 6%, 8%, 10% or 12% depending on length of service under Article 20.01, of the gross annual earnings, excluding overtime for those enjoying more than two (2) weeks vacation.

20.04 Vacation Pay on Termination

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

20.05 Preference in Vacations

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

Vacation Schedule

Vacation schedules shall be made available to all staff by June 15 of each year and shall not be changed unless by agreement between the Employer and the affected employee. Employees shall assist with the preparation of vacation schedules by advising their supervisor of preferable dates for annual vacation prior to May 15 of each year. Notwithstanding the aforementioned, requests for vacations between June 15 and September 30 shall be made by January 30. This summer schedule shall be made available to all staff in draft by March 1 and finalized by March 15. A draft Christmas schedule shall be prepared and made available to all staff by September 15th and finalized by October 1st. These schedules shall be prepared in consultation with the Union.

20.07 Unbroken Vacation Period

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

20.08 Vacation Pay - Part-Time

Further to Article 20.03, the Employer shall pay all part-time employees their vacation entitlement on the final pay in June of each year.

ARTICLE 21 - SICK LEAVE - Full-time Only (except for 21.04 full-time and part-time).

Short Term/Long Term Disability Plan

21.01 Old Sick Leave Bank

Employees who have accrued sick leave shall have the number of days to which they are entitled recorded, and this record shall be known as the employee's "old sick leave bank". The number of days in the old sick leave bank shall remain constant except as provided in clause 21.12 of this agreement.

21.02 Upon termination of employment for any reason, except for just cause, an employee in the employ of the Employer for a minimum of five (5) years, shall be paid one-half ($\frac{1}{2}$) of the balance of sick days remaining in his old sick leave bank at her regular rate of pay immediately prior to his/her termination.

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Sick leave shall be the period of time an employee is absent from work due to disability caused by either injury or illness, exposed to a contagious disease or under examination or treatment of a physician, chiropractor or dentist. Each full shift or part thereof an employee is absent, shall be referred to as a "sick leave day or part thereof".

21.04 The Employer may require certification of illness or disability from the employee's physician, chiropractor or dentist when sick leave exceeds three (3) sick leave days.

21.05 Full-time employees shall be awarded twelve (12) sick leave days on January 1st of each year.

21.06 The sick leave days shall be non-accumulative. No pay out will be made for any unused sick leave days.

21.07 An employee on sick leave shall be entitled to receive full wages at his/her normal rate of pay immediately prior to the sick leave for the number of days equal to the number of sick leave days in the employee's new sick leave bank.

21.08 An employee on sick leave in excess of five (5) consecutively scheduled work days shall be entitled to receive seventy-five percent (75%) of wages at his/her normal rate of pay immediately prior to the sick leave up to and including the eighty-fifth (85th) sick leave day.

21.09 Recurrent Disability

A successive disability as certified by a physician, chiropractor or dentist is considered to be the same disability if separated by less than three (3) months of active full time work or separated by less than one (1) month of active full time work and due to a wholly different cause.

21.10 L.T.D. (Long Term Disability)

An employee on sick leave in excess of eighty-five (85) working days shall be entitled to receive a gross benefit up to sixty percent (60%) of wages at his/her normal rate of pay immediately prior to the sick leave from an Insurance Carrier retained by the Employer for this purpose and under the terms and conditions of a policy of insurance in effect for this purpose.

2.1

Terms and conditions of the insurance policy referred to in Article 21.10 shall include but not be restricted to the following:

- (a) The Plan shall provide that the employee will be entitled to the payment of Long Term Disability Benefit (L.T.D.) for disability due to either illness or injury after the Employee has been disabled for eighty-five (85) continuous sick leave days (119 calendar days).
- (b) Benefits will be payable during the continuance of the disability up to age sixty-five (65).
- (c) An employee is considered disabled if:
 - (i) during this sick leave period and the subsequent twenty-four (24) month period, he/she is continuously and completely unable to perform his/her regular occupation; and
 - (ii) thereafter if he/she is completely unable to perform any occupation that he/she is reasonably suited to perform by reason of education, training or experience.
- (d) Benefits available to the employee from the L.T.D. insurance arranged by the Employer will be provided in compliance with this contract entered into by the Employer and the Insurance Carrier.

21.12

An employee having sick leave days in his/her old sick leave bank may use them to supplement income under clauses 21.07 and 21.08 as follows:

- (a) In the event that the employee does not have sufficient days in his/her new sick leave bank to provide payment of the first five (5) days of sick leave, the employee may request that the Employer deduct days from his/her old sick leave bank. A deduction of one (1) day shall be made for each day used in this manner.
- (b) Further, an employee having sick leave days in his/her old sick leave bank may request the Employer to increase his/her entitlement under Article 21.08 to one hundred percent (100%). A deduction of one-quarter (¼) day shall be made for each day so adjusted.

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A female employee who becomes eligible for sick leave as a result of pregnancy is entitled to all benefits outlined above. However, benefits are suspended during the period of pregnancy/parental leave as provided under Article 22.04. If, as a result of the pregnancy, an employee becomes totally disabled as outlined in Article 21.11, the days of pregnancy/parental leave shall be considered in reaching entitlement as provided in Article 21.10.

21.14 An employee shall be considered as being employed by the Employer and entitled to Employee benefits until eligible for Long Term Disability.

(a) An employee shall be considered as being employed by the Employer for twenty-four (24) months following approval for Long Term Disability and will continue during this period to receive the same level of employee benefits as they were entitled to on the last day worked, vision, dental and medical.

(b) An employee on Long Term Disability may request additional special leave and if granted, the terms of (b) above shall apply during special leave.

21.15 New employees will not be eligible for paid sick leave while on probation. On successful completion of three (3) months probation, new employees shall be credited with three (3) sick leave days in his/her new sick leave bank.

21.16 The Employer shall provide during January of each year, a list indicating the employee's accrued sick leave in both the old sick leave bank, if applicable, and the new sick leave bank, as of December 31st of the previous year. The employee shall indicate his/her approval by initialing said record before February 15th.

21.17 Long Term Disability Insurance

(a) **Definition and Benefits**

Long Term Disability Insurance provides an employee with regular income to replace salary or wages lost because of a lengthy disability due to accident or sickness.

(b)

Commencement and Duration of Benefits

The employee's first benefit is payable after he/she has been disabled for more than one hundred and nineteen (119) days (called the Elimination Period), and he/she will continue to receive L.T.D. payments for as long as his/her disability continues, but not beyond his/her sixty-fifth (65th) birthday.

(c) Amount of Monthly L.T.D. Benefits

The Plan will provide the employee with a monthly benefit, before co-ordination with other income, of sixty percent (60%) of his/her regular monthly salary or wages, up to a maximum benefit of five thousand dollars (\$5,000.00) per month.

The L.T.D. Insurance payments will be reduced by any amount payable from:

- Workers' Compensation or similar Program
- the Canada or Quebec Pension Plan
- No-Fault Auto Insurance
- other employers (excluding fifty percent (50%) of earnings during the first twenty-four (24) months of rehabilitation employment)
- other disability income and retirement plans available through employment.

It is further provided that total income from all sources including the L.T.D. benefit under this Plan and the rehabilitative employment income, cannot exceed eighty percent (80%) of the net pre-disability income.

Once benefits commence under this Plan, the L.T.D. benefit will not be further reduced by any increases in the employee's Canada or Quebec Pension Plan benefits which result from an increase in the Pension Index.

(d) Rehabilitation Feature

As an incentive to encourage the employee to return to gainful employment, prior to full recovery after a total disability, the employee may perform certain work without forfeiting benefits under this program. This Plan allows the employee to receive increased income in connection with work performed in an approved rehabilitative program. The Insurance Company co-ordinates the L.T.D. Insurance with only fifty percent (50%) of the earnings the Employee receives during the first twenty-four (24) months of rehabilitation employment, provided the employee's total income during a rehabilitative program does not exceed eighty percent (80%) of the pre-disability income.

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Pre-Existing Conditions

Benefits for disability from a health condition which exists on the date the coverage commences will be paid only if the employee has not received any treatment, services or supplies because of disability resulting from such pre-existing condition for an uninterrupted period of three (3) months ending on or after the date the employee became covered or the total disability begins after he/she has been insured under this Plan for twelve (12) months.

(f)

Other Benefit Provisions and Limitations

- (i) To qualify for L.T.D. benefits, the employee need not be confined to his/her home, but he/she must be under the continuous care and personal attendance of a physician (M.D.).
- (ii) While the employee is receiving benefits, he/she will not be required to pay premiums on the L.T.D. insurance.
- (iii) This Plan provides coverage for disability resulting from an accident or from sickness (except certain mental disorders). While the Plan does cover absence from work due to psychosis (i.e. a serious mental disease or derangement) for which continuous treatment is received from a physician who is certified in psychiatry, it does not cover absence from work due to any other mental illness, such as psychoneurosis, emotional disorders, personality problems, behavioural disorders or anxiety reaction.
- (iv) Benefits for disability due to pregnancy will also be paid. However, no Long Term Disability benefits will be paid during the period the employee receives or is entitled to receive U.I.C. benefits or during the period he/she is on pregnancy/parental leave.
- (v) This Plan does not provide benefits for disability resulting from intentionally self-inflicted injury, war or injury sustained while working for another employer or while committing or attempting to commit an assault or crime.

(5.)

Successive Disabilities

Successive absences from work are considered to be in the same period of disability unless separated by:

- (i) six (6) months of active full-time work while insured; or
- (ii) one (1) month of work while insured and due to wholly different causes.

Work performed under a rehabilitation program will not be considered in determining successive periods of disability.

- (h) Reference should be made to the copy of the contract provided to the bargaining unit for further contract specifics.

21.18 Disease Protocol

The Employer agrees that any requirement in relation to a communicable disease surveillance protocol, implemented or required physician report forms or certificates shall be at no cost to the employee.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Absence for Union Representatives

Employees who are representatives of the Local on the various Union committees or are Union Stewards shall not suffer any loss of pay when required to leave their places of employment temporarily in order to meet with the Employer concerning the processing or resolution of grievances. Employees must apply for, and receive permission from the Employer, prior to leaving their places of employment for such purposes.

22.02 Leave of Absence for Union Functions

Operational requirements permitting, leave of absence without pay will be granted, upon request, to employees elected to represent the Local Union at Union functions. Such leave shall not exceed a total of thirty (30) days per year for any individual employee. No more than two (2) employees may leave at any one time. No more than one (1) employee will be given leave from one (1) department at any one time. Where possible, applications for such leave must be received by the Employer not less than two (2) weeks in advance of the date of commencement of the leave.

Bereavement Leave

An employee shall be granted five (5) regular days of leave, without loss of pay or benefits, in the case of death of a parent, wife, husband, common-law spouse, brother, sister or child. Three (3) days of paid leave will be granted in the case of death of a niece, nephew, god-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild or fiancé. One (1) day for aunt and/or uncle, and one (1) day for any other relative who has been residing in the same household, or any other relative for whom an employee is required to administer bereavement responsibilities. Time off without pay may be granted in the case of the death of a friend. Such paid leave shall be taken within seven (7) calendar days.

A relative, by definition, shall include a person related by marriage, adoption or common-law inclusive of a partner of the same sex.

Where the burial occurs in a distant destination, travel time may be granted at the sole discretion of the Employer. The leave must be taken at the time of the funeral.

An employee shall not be denied bereavement leave in the event that the death occurs while on paid vacation. Vacation will normally be extended by the number of days of entitlement.

22.04 Pregnancy/Parental Leave - Full-Time

(a) Pregnancy/Parental Leave Entitlement

An employee shall be entitled to pregnancy/parental leave as herein provided. An employee shall not be denied the right to continue employment during the period of pregnancy unless the duties of her position cannot be reasonably performed by a pregnant woman, or the performance of her work is materially affected by the pregnancy. However, work may only be performed if the employee submits a medical certificate to the Director of Long Term Care stating that she is fit to resume work.

(b) Commencement and Duration of Pregnancy/Parental Leave

- (i) Pregnancy and Parental Leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. It is understood that an employee can extend this period upon application of Article 22.04(b)(iii).

- (ii) The employee will give the Employer at least *two* (2) weeks notice in writing of the day upon which she intends to commence her leave of absence and may be required to furnish a medical certificate from a legally qualified medical practitioner stating that she is pregnant and indicating the estimated day upon which, in his/her opinion, delivery will occur.
 - (iii) Where a doctor's certificate is provided stating that a longer period of pregnancy/parental leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed. During the above one (1) year period, seniority shall continue to accumulate.
- (c) **All** paid employee benefits contained in Article 24 shall be continued during the pregnancy/parental leave and these benefits shall be paid one hundred percent (100%) by the Employer.

When an employee is granted an extension of pregnancy/parental leave under Article 22.04(b)(iii), the employee will become responsible for the full cost of the employee benefit plans as described in Article 25, and such employee may arrange payment for such plans with the Employer.

- (d) **Procedure For Return to Work Upon Completion of Pregnancy/Parental Leave**
- (i) An employee who proposes to return to work at the expiration of her pregnancy/parental leave shall so advise the Supervisor at least two (2) weeks in advance.
 - (ii) Such employee shall, upon return to work, be reinstated to her position in her current classification, at not less than her wages (as may be adjusted by reason of her accrual of seniority) with full benefits and seniority as accrued in Article 22.04 (a).

22.05 Adoption Leave - Full-Time

An employee who adopts a child shall be granted leave of absence without pay upon satisfactory proof of adoption being provided to the Supervisor prior to the departure on leave. Adoption leave shall not exceed six (6) months and the employee will enjoy the same benefits as those granted to an employee on pregnancy/parental leave.

Paternity Leave

Upon request, a male employee may be granted one (1) day off with pay for the birth or adoption of a child and this day is to be taken within one (1) week of said event.

22.07 Paid Jury or Court Witness Duty Leave - Full-Time

The Employer shall grant leave of absence without loss of seniority or benefits to an Employee who serves as a juror or is subpoenaed as a witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any legal procedures in which the Employer is a party to such proceedings, shall be considered as time worked at the regular rate of pay.

(a) Jury or Court Witness Duty Leave - Part-Time

A regular part-time employee who is scheduled to work on a day on which he/she is required to serve as a juror or is subpoenaed as a witness in any court, shall be granted leave of absence without loss of seniority or benefits. The Employer shall pay such regular part-time employee the difference between normal earnings and the payment received for jury service, excluding payment for travelling, meals or other expenses. The regular part-time employee will present proof of service and the amount of pay received. Time spent by a regular part-time employee required to serve as a court witness in any legal procedures in which the Employer is a part to such proceedings, shall be considered as time worked at the regular rate of pay.

22.08 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient cause. Such request shall be in writing. Operational requirements permitting no request for leave of absence shall be unreasonably denied.

An employee who proposes to return to work prior to the expiration of an approved leave, must request to do so in writing to the Director of Long Term Care at least four weeks in advance.

ARTICLE 23 - WAGES AND ALLOWANCES

23.01 Pay Days

The Employer agrees that wages will be paid in accordance with Schedule A" every second Friday by the Direct Deposit Payroll System. Employees shall be required to notify the Employer of the bank of the employee's choice. Employees must notify the Employer of changes to the employee's bank account seven (7) days prior to the deposit of pay into the employee's account. Employees will be paid wages for each period including overtime due to the employee.

The Employer agrees to provide each employee with an itemized statement of his/her wages, overtime and other supplementary pay and deductions and endeavour that the statements be made available prior to payday. The employees' hourly rate is to be placed on the cheque stub.

It is understood that any pay adjustments will be rectified during the next pay period without prejudice to the employee.

23.02 Rate of Pay on Promotion and Reclassification

An employee, promoted or reclassified to a higher paying position shall receive the rate of pay in the new classification in accordance to his/her seniority.

Notwithstanding the above, where an employee has reached the maximum rate in a classification and transfers to a new classification, they shall be paid at the maximum rate in the new classification.

23.03 Pay on Temporary Transfer, Higher Rated Job Outside Bargaining Unit

When an employee temporarily relieves in or performs the principle duties **of** a higher paying position outside the bargaining unit for more than one (1) working day, he/she shall receive the next higher rate of pay of the job being performed.

23.04 Pay on Temporary Transfer, Higher Rated Job Inside Bargaining Unit

When an employee temporarily relieves in or performs the principle duties **of** a higher paying position inside the bargaining unit, he/she shall receive the rate of pay of the job being performed in accordance to his/her seniority, however, in the event the employee voluntarily applies into a lower classification, he or she shall receive the maximum rate of that lower classification.

Car Allowance

When the employee is authorized to use his/her personal car for Employer business, he/she shall be granted the prevailing mileage allowance established for Lanark County employees.

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. These descriptions shall be presented and discussed with the Union.

24.02 Elimination of Present Classifications

Existing classifications shall not be eliminated or changed without prior discussion with the Union.

24.03 Changes in Classification

The Employer shall prepare a new job description whenever a job is created relating to work which is normally performed by members of the bargaining unit or whenever the duties of a job in the bargaining unit change significantly. When the duties of any job are so changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created and established in the bargaining unit, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

ARTICLE 25 - INSURED EMPLOYEE BENEFITS

25.01 Employer Contributions to Medical Insurance

The Employer shall pay one hundred percent (100%) of the premium cost for Extended Health Care Plan or equivalent and Vision Care up to one hundred and fifty dollars (\$150.00) every two (2) years, effective July 1st, 1990.

The provisions of this section apply solely to full-time employees.

A "controlled formulary" drug plan will be a component of the extended health care plan and will emulate the non-Union policy #23952 June 24, 2003, including the limitations and terms and conditions of the policy.

25.02 Employer Contributions to Group Life Insurance Program

The Employer shall pay one hundred percent (100%) of the cost of the premium for a mutually agreed upon Group Life Insurance and Accidental Death and Dismemberment Plan for all employees in the bargaining unit providing a schedule of benefits of two (2) times an employee's annual salary. This insurance program applies solely to full-time employees.

25.03 Pension Plan

In addition to the Canada Pension Plan, every full-time employee shall join the Ontario Municipal Employee's Retirement System, in accordance with Employer policy. The Employer and the employees shall make contributions in accordance with the provisions of the Plan.

The Ontario Municipal Employees Retirement Plan is optional to part time employees who meet the criteria of the Ontario Municipal Employees Retirement Plan.

25.04 Dental Plan - Full-Time

The Employer shall pay one hundred percent (100%) of the costs for a plan equivalent to Blue Cross Comprehensive Dental Plan (Dental #9 and Rider 2 & 4) to be maintained at current ODA fee schedule less two (2) years.

25.05 Shoe Allowance

- (a) Full-time employees shall be reimbursed on June 1st of each year for one (1) pair of safety boots or duty shoes, up to a maximum of seventy-five dollars (\$75.00).
- (b) Part-time employees shall be reimbursed on June 1st of each year for one (1) pair of safety boots or duty shoes up to a maximum of fifty dollars (\$50.00).

25.06 In Lieu of Benefits

Part-time employees shall receive a premium of twelve percent (12%) of the regular hourly rate for each hour worked, in lieu of all benefits not specifically extended.

2017

Master Plan Texts

- a) The Employer shall provide the Union with a copy of all employee benefits and Insured Benefits master plan texts and amendments and trust documents.
- b) The Employer shall provide the Union with a copy of the master plan texts for the liability insurance of the Home.

ARTICLE 26 - GENERAL

26.01 Restriction on Contracting-Out

The Employer may contract out work, provided that no employee suffers a reduction in normal hours of work or layoff as a direct result of the contracting out.

26.02 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and to store and change their clothes.

26.03 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices as may be of interest to the employees once the posting has been approved by the Director of Long Term Care or his/her designate.

26.04 Plural or Masculine Terms May Apply

Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used, where the context so requires.

26.05 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. The Employer agrees to share the cost equally with the Union for the cost of printing sufficient copies of the Agreement within thirty (30) days of signing.

2003

Volunteers

The Employer will inform and discuss with the Union the use of volunteers. All volunteers shall have some form of identification.

26.07 Drug Errors

The Employer agrees to stress education rather than discipline when investigating drug errors. The Employer agrees, also, to investigate all drug errors to determine whether or not the error resulted from internal systematic problems.

ARTICLE 27 - TERM OF AGREEMENT

27.01 Duration

This Agreement shall be binding and remain in effect for a period of three (3) years, i.e. from January 1, 2002, to December 31st, 2004, and shall continue from year to year thereafter, unless either party gives to the other party notice in writing that it desires the Collective Agreement to be terminated or amended.

Such notice and preliminary proposal shall be given in writing by the party giving notice not earlier than ninety (90) days and not less than thirty (30) days before the expiry date of this Agreement, or any subsequent expiry date that this Agreement remains in force. Within *fifteen* (15) days of receipt of such notice by either party, the other party is required to enter into negotiations for renewal or revision of the Agreement.

27.02 Changes in Agreement

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

Schedule "A"

Increases January 1, 2002 (3%), January 1, 2003 (2.75%), and January 1, 2004 (3%)

Position	Start	1 year	2 year	
Support Services Aide				
1/1/2001	14.29	14.65	15.01	(Current Rate)
1/1/2002	14.72	15.09	15.46	
1/1/2003	15.12	15.50	15.89	
1/1/2004	15.58	15.97	16.36	
Certified Food Service Aide				
1/1/2001	14.87	15.23	15.59	(Current Rate)
1/1/2002	15.32	15.69	16.06	
1/1/2003	15.74	16.12	16.50	
1/1/2004	16.21	16.60	16.99	
Seamstress				
1/1/2001	14.84	15.21	15.66	(Current Rate)
1/1/2002	15.29	15.67	16.13	
1/1/2003	15.71	16.10	16.57	
1/1/2004	16.18	16.58	17.07	
Cook's Helper				
1/1/2001	14.53	14.90	15.35	(Current Rate)
1/1/2002	14.97	15.35	15.81	
1/1/2003	15.38	15.77	16.25	
1/1/2004	15.84	16.24	16.73	
Maintenance				
1/1/2001	15.87	16.35	16.87	(Current Rate)
1/1/2002	16.35	16.84	17.38	
1/1/2003	16.80	17.30	17.85	
1/1/2004	17.30	17.82	18.39	
Cook 1				
1/1/2001	15.16	15.64	16.14	(Current Rate)
1/1/2002	15.61	16.11	16.62	
1/1/2003	16.04	16.55	17.08	
1/1/2004	16.53	17.05	17.59	

Ingredient Control				
1/1/2001	15.55	15.92	16.37	(Current Rate)
1/1/2002	16.02	16.40	16.86	
1/1/2003	16.46	16.85	17.32	
1/1/2004	16.95	17.35	17.84	
Health Care Aide				
1/1/2001	15.51	15.96	16.41	(Current Rate)
1/1/2002	15.98	16.44	16.90	
1/1/2003	16.41	16.89	17.37	
1/1/2004	16.91	17.40	17.89	
Activation 1/Adjuvant				
1/1/2001	16.16	16.71	17.25	(Current Rate)
1/1/2002	16.64	17.21	17.77	
1/1/2003	17.10	17.68	18.26	
1/1/2004	17.62	18.22	18.80	
Registered Practical Nurse				
1/1/2001	17.45	18.01	18.57	(Current Rate)
1/1/2002	17.97	18.55	19.13	
1/1/2003	18.47	19.06	19.65	
1/1/2004	19.02	19.63	20.24	

Letter of Understanding

between

The Corporation of the County of Lanark
Concerning its operation at
Fairview Manor, Almonte, Ontario

and

Canadian Union of Public Employees
and its Local 3022

Re: Sharing of Overtime

It is understood that overtime hours are additional hours and therefore shall be offered voluntarily to part-time employees as per seniority.

The method of offering overtime shall be as follows:

- 1) Overtime shall be offered to the most senior part-time employee on duty preceding the shift where the overtime is required.
- 2) Second by offering to the part-time employee already booked on either side of the shift you need to cover, as per seniority.
- 3) Third by offering to full-time employees on a day off, as per seniority.
- 4) No employee shall be required to lay-off their scheduled hours due to working overtime.

Signed this 25th day of May BA 2004.

FOR THE EMPLOYER

[Signature]
[Signature]
[Signature]

FOR THE UNION

Christine Yull Pres
Therese Rintoul
Rosalyn King Vice Pres 3022
Beverly Small Rep
Sherry Caranagh

tp
opeiu 491
April 16, 2004

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BENEFIT SUMMARY

THE COUNTY OF LANARK – DIVISION 1, C.U.P.E. Classification A – C.U.P.E. Employees



Waiting Period 3 months.
Dependent Child Up to age 21; or age 25 if a full-time student at college or university.
Minimum # Hours To be eligible for benefits employee must work at least 30 hours/week.

HEALTH BENEFITS

Your **provincial health plan** covers most basic hospital and medical costs. Your **supplementary health benefit** covers additional expenses once your provincial coverage is exhausted, or expenses that are not covered under the provincial plan.

Hospital 100% coverage for semi-private accommodation.
Drug 100% coverage for drugs that legally require a written prescription subject to the controlled formulary drug plan as outlined in the Green Shield policy.
Vision Care 100% coverage includes lenses and frames. Maximum benefit is \$150/24 months.
Out-of-Canada (OOC) 100% coverage for emergency treatment. Maximum: \$1,000,000/calendar year.
Major Medical 100% coverage includes supplies and appliances. Hearing aids limited to \$300/5 years.
Private Nursing 100% coverage for in-home private duty nursing. Limited to \$5,000/calendar year.
Paramedical Coverage for Physiotherapists is limited to \$500/calendar year. Medical referral required.
 Coverage for Masseurs is limited to \$400/calendar year. Medical referral required.
 Coverage for Speech Therapists, Clinical Psychologists (medical referral required), Chiropractors, Osteopaths, Naturopaths, Podiatrists is limited to \$250/calendar year.

Annual Deductible \$25 per person/family. Deductible not applicable to hospital, vision or OOC.
Overall Maximum Unlimited.
Termination Age Earlier of retirement or age 70.

DENTAL BENEFITS

Basic Services 100% coverage for maintenance checkups, fillings, minor surgery, endodontics, periodontics, denture repairs and complex surgery.
Major Restorative Orthodontia 50% coverage for dentures, bridgework and restorations.
 50% coverage for orthodontic procedures.

Annual Deductible Nil.
Overall Maximum Basic & Major combined: \$1,500/calendar year. Ortho: \$1,500/lifetime.
Dental Fee Guide Payment based on 2 year's prior Fee Guide for Ontario.
Termination Age Earlier of retirement or age 70.

DISABILITY BENEFITS

Canada Pension Plan Pays a monthly income to the contributor plus a monthly income for each dependent child.
Quebec Pension Plan Benefits start in the 4th month after the month of disability, and continue until age 65.

Long Term Disability Pays 60% of earnings to a maximum of \$5,000/month.
 Payments are offset by workers' compensation and CPP/QPP Secondary benefits.
 Benefits start after 119 days of total disability and continue to age 65.
 When you first join the plan, pre-existing conditions are not covered in first 12 mths.

Definition of Disability Based on duties of your "own occupation" for first 24 months of benefit.

SURVIVOR BENEFITS

Basic Life Insurance 2 X Annual Earnings, to a maximum of \$200,000.
 Age Reduction: Reduce by 50% at age 65.
 Termination Age: Earlier of retirement or age 70.

Basic AD&D Insurance Matches Life benefit.
 Provides a benefit in the event of accidental death, dismemberment or paralysis due to accident.
 Termination Age: Earlier of retirement or age 70.

Dependent Life Insurance Flat benefit of \$2,000/spouse and \$1,000/each dependent child.

Optional Life Insurance Available through payroll deductions in units of \$10,000 to a maximum of \$250,000.
 Low cost alternative to personal insurance policies or mortgage insurance.

Optional AD&D Insurance Available through payroll deductions in units of \$25,000 to a maximum of \$250,000.
 Popular with employees involved in daily travel or hazardous occupations.

Survivor Extension If you have family health or dental coverage, this may be continued for up to 12 months after your death, at no cost to your surviving dependents. Some restrictions apply.

June 2004

**Note: LTD benefit subject to an 80% all source maximum*

GROUP INSURANCE CARD

THE COUNTY OF LANARK – DIVISION 1, C.U.P.E.
 Classification A – C.U.P.E. Employees

		Policy Numbers
Health Care	Green Shield	25951
Dental Care	Green Shield	25951
Long Term Disability	RBC Insurance	805562-01
Life Insurance	RBC Insurance	805562-01
AD&D Insurance	RBC Insurance	808109

Semi-Private Hospital – Hospital can bill insurer directly.
 Insurer name and policy number are shown on this card.

Out-of-Canada Emergency Health Care – Your group plan provides coverage for costs in excess of provincial medicare and includes an emergency travel assistance benefit.

EMERGENCY CONTACT INFORMATION ON REVERSE

Signature

Date

* Sign and date your card at right.

* Record emergency contact numbers on reverse side.

* Detach card and keep in plastic protector in your wallet.

Your basic group life insurance may not provide comprehensive coverage for all of your needs.

Optional life insurance allows you to purchase additional life insurance to supplement this basic coverage.

Why do I need additional coverage?

One of the most valuable assets that we possess is the ability to *earn* income. **Loss** of income through untimely death can have a devastating impact on a family's lifestyle and dreams unless provision is made to replace this lost income.

Statistics indicate that Canadian families require insurance coverage at a level of **4-6** times the annual household income.

Why insure your spouse?

The loss of a spouse can have a devastating impact on your ability to carry on financially. You may not realize this until you are suddenly forced to purchase replacements for the important contributions that your spouse makes to your home and family.

This is especially true if you are a two-income family in which both incomes are needed to **meet** your obligations and maintain your lifestyle. Spousal life insurance is an essential part of your overall insurance program.

How does it work?

You and your spouse are both eligible for this coverage if you are under age **65**. Optional life insurance is available in units of **\$10,000**, up to a maximum of **\$250,000** per person.

To apply for coverage, complete the attached form and return it in confidence to your plan administrator. Your coverage will take effect once you receive written confirmation from the insurer. Premiums are paid through payroll deduction.

How much does it cost?

Your optional life insurance rates include a group volume discount. This makes premiums very competitive. Optional life is often **used** as a low cost alternative to individual insurance policies.

Rate levels are shown below. A non-smoker discount is available for those who have not smoked cigarettes in the past **12** months.

Monthly Premium Rate (Per \$1,000 of Coverage)		
Age	Smoker	Non-Smoker
Under age 35	0.09	0.06
35 - 39	0.12	0.07
40 - 44	0.21	0.12
45 - 49	0.36	0.19
50 - 54	0.57	0.30
55 - 59	0.92	0.55
60 - 64	1.28	0.76

Your spouse's age should be used for determining the cost of spousal insurance. Note that premiums change only on January 1 of each year for employees or spouses who have moved to a higher age band during the previous calendar year.

Example: A 35 year old non-smoker wishes to purchase **\$100,000** of optional life insurance. The cost would be \$7/month (**100 x \$0.07**).

Additional Features

- **Conversion privilege.** If you change jobs, you have **31** days to convert this insurance to an individual policy. No proof of insurability will be required.
- **Waiver of premium.** If the insured employee becomes disabled, coverage will be continued without premium payment after six months of total and continuous disability.

APPLICATION FOR OPTIONAL GROUP LIFE INSURANCE

- Complete this form and return it marked "private & confidential" to your plan administrator.
- Coverage will take effect once written confirmation is received from the insurer.

Group Name & Division Name			Life Insurance Policy #	
Employee Name (Last/First/Initial)		Social Insurance Number	Birth Date (day/mth/yr)	Sex
			/ /	<input type="checkbox"/> M <input type="checkbox"/> F
Height (ft/ins)	Weight (pounds)	Employee's Occupation/Position		Employee's Earnings
				\$ per
Home Address (Apt. No./Street/City/Province)			Postal Code	Date of Hire (day/mth/yr)
				/ /
(A) Present Amount of Optional Life Ins.		(B) Additional Amount Being Applied For		Total of (A) and (B)
\$		\$		\$
If available, please enrol me for optional accident insurance (VPAD) equal to the above Total				
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, indicate type of plan <input type="checkbox"/> Single <input type="checkbox"/> Family				

- You can appoint a separate beneficiary for your employee optional insurance. Your plan administrator has the necessary forms. Otherwise, the beneficiary will be the same as for your basic group life insurance.
- Complete the following section to apply for optional life insurance for your spouse.
- Note that the employee is automatically the beneficiary of any insurance covering a spouse.

Spouse's Name (Last/First/Initial)		Social Insurance Number	Birth Date (day/mth/yr)	Sex
			/ /	<input type="checkbox"/> M <input type="checkbox"/> F
Height (ins)	Weight (pounds)	Spouse's Occupation/Position		Spouse's Earnings
				\$ per
(A) Present Amount of Optional Life Ins.		(B) Additional Amount Being Applied For		Total of (A) and (B)
\$		\$		\$

- Please answer "yes" or "no" in the appropriate column below.
- If the answer is "yes", provide further information on the reverse side.

	Employee	Spouse
1. Have you any reason to believe that you are not in good health and free from all symptoms of illness and disease?		
2. When did you last consult your physician? (Specify date)		
3. Have you been in a hospital or sanitarium or other institution for treatment or observation, or consulted a physician or health practitioner for any purpose in the past 5 years?		
4. Are you now taking any drugs by prescription?		
5a. Have you ever smoked cigarettes? (If yes, specify number per day)		
5b. Have you smoked cigarettes within the past 12 months?		
6. Have you ever been refused life or disability insurance or been offered insurance which has been modified in any way? (If yes, specify name of insurer and reason)		

(Continued on reverse side)

	Employee	Spouse
a. Have you ever flown, or do you intend to fly, as a pilot or crew member?		
b. Have you engaged in, or do you intend to engage in, any hazardous activity or sport (auto racing, scuba diving, hang gliding etc.)?		
la. Have you ever had, or been told you had, any of the following? - Lung disorder (asthma, bronchitis, tuberculosis etc.) - Heart trouble (pain in chest, shortness of breath, high blood pressure, stroke etc.) - Stomach trouble (ulcer, appendicitis, hernia, gall bladder or other digestive disorder) - Diabetes, kidney disease, venereal disease or abnormality of the urine - Cancer, cyst, tumor, growth or blood disorder - Epilepsy, paralysis, dizziness, nervous or mental disorder - Neuritis, arthritis, rheumatism, back, spine, bone, joint or muscle disorder - Any disease, impairment or deformity not named above		
lb. Have you ever taken drugs for other than medical purposes, or ever been advised to reduce alcohol consumption or received treatment for drug addiction or alcoholism?		
lc. Have you had any change in weight over the past year? (If yes, specify the amount gained or lost in pounds.)		
l. Have you had any serious illness or injury since childhood not mentioned in question 8?		
o. Have you suffered from Acquired Immune Deficiency Syndrome (AIDS) persistent lymph gland enlargement, unusual infections, any other immune system abnormality, or had a positive test related to AIDS?		

- If "yes" to any of the above questions, please provide detailed information below.

Question #	Details of Diagnosis, Duration and Result	Date	Name & Address of Physician/Hospital
<input type="checkbox"/> Employee <input type="checkbox"/> Spouse			
<input type="checkbox"/> Employee <input type="checkbox"/> Spouse			
<input type="checkbox"/> Employee <input type="checkbox"/> Spouse			
<input type="checkbox"/> Employee <input type="checkbox"/> Spouse			
<input type="checkbox"/> Employee <input type="checkbox"/> Spouse			
<input type="checkbox"/> Employee <input type="checkbox"/> Spouse			

I hereby apply for optional insurance under my employer's group insurance plan and authorize required payroll deductions. I have read the "Important Notice" on the first section of this form, and have detached and kept this section of the form. I hereby authorize any organization, institution or person, including any medical practitioner or medically related facility, insurance company, or the Medical Information Bureau, that may have records or knowledge of me or my health to give the insurance company or its reinsurers any such information. A photocopy of this authorization shall be as valid as the original. I hereby consent to the insurance company procuring or having prepared a consumer report containing personal information about me. I declare the above statements are true and complete and shall form part of the application for insurance.

_____, 20
Employee signature Date signed

_____, 20
Spouse's signature (if applying for spousal insurance) Date signed

IMPORTANT NOTICE

If your optional life coverage has been in force less than 2 years, no benefit will be payable if death results directly or indirectly from suicide while sane or insane.

Policy coverages, terms, conditions, and exclusions are only briefly outlined here. For complete provisions, please refer to the Master Policy.

Information in your application may be made available to other insurance companies to whom you make an application for life or health insurance or to whom a claim is submitted.

Information you provide will be treated as confidential except that the insurance company or its reinsurers may, however, make a brief report on it to the Medical Information Bureau. This is a non-profit membership organization of life insurance companies which operates an information exchange on behalf of its members. Upon request by another member insurance company to whom you have applied for life or health insurance coverage or to whom a claim is submitted, the Medical Information Bureau will supply such company with information it may have in its files.

At your request, the Bureau will arrange for disclosure of any information it may have in your file, although medical information will be disclosed only to your attending physician. If you question the accuracy of information in the Bureau's file, you may contact the Bureau and seek a correction. The address of the Bureau's information office is: Suite 506, 330 University Avenue, Toronto, Ontario M5G 1R7. (Telephone number: 1-416-597-0590).

The insurance company may also release information in its file to any other life insurance companies to whom you apply for life or health insurance or to whom a claim for benefits is submitted.

Application for OPTIONAL GROUP LIFE INSURANCE

Highlights

- Low cost personal life insurance
- Available to employees & spouses
- Minimum amount of \$10,000
- Maximum amount of \$250,000
- Voluntary participation
- Convenient payroll deduction
- Rates include a group volume discount.



Daily our newspapers report tragic accidents involving people at work, at play, in automobile crashes and even in those home activities we usually think of as safe.

Behind these accidents lie the personal and financial losses that fall heavily upon the families of the victims. While the personal loss is irreparable, it is possible by means of insurance for you to minimize the economic consequences for your family.

What does this plan cover?

Any accident resulting in death or dismemberment, anywhere in the world, 24 hours per day, on or off the job.

The amount of benefit depends on the amount of insurance you select (called the "principal sum") and the type of accidental loss. Following is a summary of the key benefits:

- **100% of the principal sum** for accidental death, loss of sight, or the loss of both arms, both hands or both legs.
- **200% of the principal sum** for Paraplegia, hemiplegia or quadriplegia.
- **Occupational Training.** Up to \$10,000 towards the cost of occupational training for a spouse, within 3 years following accidental death of the employee.
- **Dependent Education.** Up to \$5,000 (or 5% of your principal amount, if less) for each child towards the cost of college or university tuition, following accidental death of the employee.
- **Reparation Benefit.** Up to \$10,000 for preparation and transportation of the body, if an accidental death occurs more than 150 kilometres from home.
- **Rehabilitation Expenses.** Up to \$10,000 towards the cost of a rehabilitation program within 3 years of a covered accident.

- **Family Transportation Benefit.** Up to \$10,000 towards travel and accommodation costs for a family member, if you are hospitalized more than 150 kilometres away from home due to a covered accident.

A more complete description of benefits payable for dismemberment and paralysis is provided on the reverse side.

Who is eligible?

You are eligible if you are under age 70 and are an active employee. Your spouse is also eligible if under age 70 and unmarried dependent children under 21 years of age, or under 25 years of age if attending an institution of higher education.

What amounts are available?

You may elect to insure yourself only OR yourself and your family as outlined below:

- **Single (employee only) Plan.** You may select any amount of benefit desired in units of \$25,000 to a maximum of \$250,000.
 - **Family Plan.** You may select any amount of benefit desired in units of \$25,000 to a maximum of \$250,000 AND your family will automatically be insured for the following:
 - 1) If you do not have dependent children, your spouse will be insured for 60%* of the benefit you have selected for yourself.
 - 2) If you and your spouse have dependent children, your spouse will be insured for 50%* of your benefit and each dependent child, regardless of the number, will be insured for 10% of your benefit.
 - 3) If you do not have a spouse, each dependent child will be insured for 15% of your benefit.
- * If you and your spouse die in the same accident, the spouse's benefit will increase to 100%.

How to Enrol

To apply for coverage, complete the attached form and return it to your plan administrator. Be sure to indicate the plan desired: "Single" or "Family Plan". No proof of insurability will be required.

SAMPLE MONTHLY COSTS		
Principal Sum	Single	Family Plan
\$ 50,000	3.00	4.00
100,000	6.00	8.00
150,000	9.00	12.00
200,000	12.00	16.00
250,000	15.00	20.00

Coverage will be effective on the first of the month next following receipt of your completed enrollment form. Premiums are paid through payroll deduction.

Coverage terminates at age 70 or retirement, whichever comes first, or when you are no longer eligible for coverage under the employer's group insurance plan. Coverage for your spouse and dependent children terminates when your coverage terminates, or when they no longer qualify.

All claims should be filed within 90 days.

Waiver of Premium

If the insured employee becomes disabled, coverage will be continued without premium payment after six months of continuous disability.

Important Notice

Policy coverages, terms, conditions and exclusions are only briefly outlined here. For complete provisions, please refer to the Master Policy.

APPLICATION FOR OPTIONAL AD&D INSURANCE

- Complete **this** form and return it to your plan administrator. No proof of insurability is required.
- You can appoint a separate beneficiary for optional AD&D benefits payable on your death. Your plan administrator has the necessary forms. Otherwise, the beneficiary will be the same as for your basic group life insurance.
- Note that **the** employee is automatically the beneficiary of any insurance covering a spouse or child under the family plan.

Group Name & Division Nunc		Province of Residence	
Employee Nunc (Last/First/Initial)		Social Insurance Number	Birth Date (day/mth/yr) / / Sex <input type="checkbox"/> M <input type="checkbox"/> F
(A) Present Amount of Optional AD&D Ins. \$	(B) Additional Amount Being Applied For \$	Total of (A) and (B) \$	Type of Optional AD&D Plan <input type="checkbox"/> Single <input type="checkbox"/> Family

What benefits are provided?

When injury results in any of the following losses within 365 days of the date of the covered accident, the plan will pay in one sum the amount indicated below:

	Percentage of Principal Sum
For loss of:	
Life	100%
Both hands or both feet	100%
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	100%
One arm or one leg	100%
One hand, one foot or one eye	100%
Speech or hearing in both ears	100%
Thumb and index finger of one hand	66.6%
Four fingers of one hand	66.6%
All toes of one foot	33.3%
Hearing in one ear	50%
For loss of use of:	
Both arms, both hands or both legs	100%
One arm or one leg	75%
One hand or one foot	66.6%
For paralysis:	
Quadriplegia	200%
Paraplegia	200%
Hemiplegia	200%

Only one amount, the largest to which you are entitled, is payable for all losses resulting from any one accident. Note that this program does not cover any loss caused by or resulting from:

- suicide, attempted suicide, or intentionally self-inflicted injury;
- insurrection, war, participating in a riot or civil commotion, or service in the armed forces of any nation;
- committing or attempting to commit or provoking an assault or criminal offence, except if the sole offence is impaired driving; or
- air travel, except as a fare-paying passenger on a scheduled commercial airline.

Application for

**OPTIONAL
AD&D
INSURANCE**

(Voluntary Personal Accident Insurance)

Highlights

- Comprehensive accidental death & dismemberment insurance
- Minimum amount of \$25,000
- Maximum amount of \$250,000
- Voluntary participation
- Convenient payroll deduction
- Option to cover all family members
- Purchase alone or as a supplement to optional life insurance.

Green Shield

CANADA

Where quality is more than a claim

Green Shield Canada, Attn:

Drug Claims
P.O. Box 1652
Windsor, Ontario
N9A 7G5

Dental Claims
P.O. Box 1608
Windsor, Ontario
N9A 7G1

Medical Items
P.O. Box 1623
Windsor, Ontario
N9A 7B3

Professional Services
P.O. Box 1699
Windsor, Ontario
N9A 7G6

**Hospital, Nursing Home,
Vision Claims**
P.O. Box 1615
Windsor, Ontario N9A 7J3

**Out-of-Province,
HCSA, General Mail**
P.O. Box 1606
Windsor, Ontario N9A 6W1

CLAIMING INFORMATION

All claims submitted to Green Shield require the Green Shield Identification Number **for the person who has received the benefit**. Refer to your Green Shield Identification Card for the applicable number.

Claims must be received by Green Shield no later than 12 months from the date the Eligible Service was incurred.

References to dollar maximum are stated in Canadian funds.

Many providers will bill Green Shield directly by submitting a Green Shield claim form on your behalf.

If you have paid the provider, send your claim form with an original itemized paid receipt, a medical referral if required, the patient's name, address and Green Shield Identification Number, to the applicable address indicated below.

Outline of Benefits

**County of Lanark
CUPE**

Billing Division No. 25951

Green  Shield

CANADA

Where quality is more than a claim

OUTLINE OF BENEFITS
The County of Lanark - CUPE
Billing Division No. 25951

Services shown below will be eligible if they are usual, reasonable and customary, and are medically necessary for the treatment of an illness or injury. Please contact your benefit representative, broker/consultant, or the Green Shield Customer Service Centre at 1-888-711-1119 to determine benefit eligibility and coverage details.

HEALTH SERVICES

- Your overall Health deductible is \$25.00 Single or \$25.00 Family per calendar year
- Your co-insurance for Health Services is **100%**, excluding some medical items*
- Deductibles apply to Drug, Emergency Transportation, Audio, Medical Items, Paramedical Services and Dental Accident

DRUG

- A co-payment does not apply
- Ontario residents only: the Ontario Drug Benefit co-pay/deductible for seniors is a benefit
- Certain drugs requiring a prescription may be subject to quantity maximums or dollar maximums, as approved by Green Shield.
- Due to the nature of certain medications, some drugs may require special authorization from Green Shield, which may require information from the prescribing physician.
- In the province of Quebec, legislation states that Green Shield Canada is obligated to follow RAMQ reimbursement guidelines for all residents of Quebec. For those 65 years of age and under, Green Shield Canada is primary payor.

In such cases you will be advised at the time of a claim. To confirm eligibility please contact the Customer Service Centre at **1-888-711-1119**.

Benefits include drugs legally requiring a prescription by law, diabetic needles and syringes.

Benefits do not include medication for the treatment of obesity, erectile dysfunction and infertility. Serums and vitamins are also ineligible unless injected and medically necessary.

EMERGENCY TRANSPORTATION

- Ambulance Transportation, for land or air ambulance to the nearest hospital equipped to provide the required treatment.

ACCIDENTAL DENTAL BENEFITS

Accidental Dental benefits for treatment by a dentist. A dental accident report form must be submitted immediately following the accident.

ACCOMMODATION

SEMI-PRIVATE

- **Semi-Private Room in a public general hospital**

AUDIO

- Reimbursement will be made for standard hearing aids, repairs **or** replacement parts up to a maximum of **\$300.00** once every 5 years
- Batteries are not eligible.

MEDICAL ITEMS*

Prosthetic Appliances and Durable Medical Equipment as well as replacements, repairs, fittings and adjustments of such devices. Some of your Medical Items are covered at 50% co-insurance. Contact the Customer Service Centre to verify eligibility of a particular benefit.

PARAMEDICAL SERVICES

- Physiotherapist (medical referral required) is covered up to a maximum of **\$500.00** per calendar year
- Clinical Psychologist (medical referral required), Chiropractor, Osteopath, **Podiatrist/Chiropodist**, Naturopath **or** Speech Therapist are covered up to a **\$250.00** maximum per paramedical discipline, per calendar year
- Registered Massage Therapist (medical referral required) is covered up to a **\$400.00** maximum per calendar year
- Private Duty Nursing Benefits carry a maximum of **\$5,000.00** per calendar year **for** the services of a registered nurse (**R.N.**) **or** registered nurses assistant (**R.N.A.**) in the home on a full **or** part shift basis

NOTE:

- Chiropractic and/or Podiatry Services are not eligible until the OHIP annual maximum has been exhausted
- Paramedical services are only eligible when the practitioner rendering the service is licensed by their provincial association and that association is recognized by Green Shield Canada. Please contact the Green Shield Customer Service Centre to confirm eligibility when in doubt.

VISION

- Your Vision Benefit carries a maximum of **\$150.00** every **24** months **for** prescription eye glasses and/or contact lenses **or** **\$250.00** every **24** months for medically necessary contact lenses provided they are dispensed by an Optometrist, an Optician **or** an Ophthalmologist.

Optometrist eye examinations performed by a licensed Optometrist limited to one exam per calendar year for a child and/or one exam every 24 months for an adult and subject to the Extended Health Services deductibles.

As a Green Shield subscriber, you have access to our national preferred provider vision network arrangement with "The Bay Optical" and "Zellers Vision Centre" stores.

All Green Shield subscribers are eligible to receive a discount of **33%** off the regular prices available at "The Bay Optical" and "Zellers Vision Centres". This offer applies to all extra coatings and upgrades. (Excludes disposable contact lenses).

Features of this great value-added service include

- i) offer applies to any Green Shield subscriber, regardless of whether you have Green Shield vision benefits or not
- ii) direct billing to Green Shield by the provider; the subscriber just pays any portion not covered
- iii) trustworthy retail chains with convenient locations
- iv) discount offer applies to everything such as coatings, upgrades and accessories
- v) hundreds of the latest frame styles to choose from plus latest lens and coating technology
- vi) professional opticians to assist in selecting products
- vii) offer applies to non-disposable contact lenses

To find a Bay Optical store near you, call the toll free store locator at 1-866-BAY-EYES. Or visit our web site at www.greenshield.ca

Claiming Information

1. Present your Green Shield Identification Card as proof of being a Green Shield subscriber.
2. The vision provider will apply the appropriate discount(s) to your claim and submit the claim directly to Green Shield for payment. You pay your vision provider any balance not covered under your vision benefit
3. If no vision benefits exist, you pay your provider the full balance owing after the applicable discounts have been applied.

DENTAL

- Your deductible is nil
- Your overall Dental maximum is **\$1,500.00** per calendar year excluding Orthodontic benefits
- Your lifetime maximum for Orthodontic benefits is **\$1,500.00**
- Your co-insurance which is applied to the eligible allowed amount is **100%** for Basic Services and for Comprehensive Basic Services, **50%** for Major Restorative Services and for Orthodontic services
- Basic services cover: recalls once every **6** months, other exams and full mouth X-rays every **2** years
- Comprehensive Basic Services cover denture relines once every **3** years

- Major restorative services cover standard dentures, crowns and bridges once every 5 years
- Applicable lab, drug and other expenses are eligible to a maximum of 40% of the allowable professional fee. Any applicable co-payment is then applied.
- Your eligible claims are reimbursed at the level stated above and in accordance with current less 2 years Ontario Dental Association Fee Guide for General Practitioners. In provinces with more than one fee guide, Green Shield will reimburse according to the least expensive standard fee (or fee range).

BASIC SERVICES

- Recalls include exams, bitewing X-rays, preventive cleanings and fluoride treatments.
- Complete, general or comprehensive oral exams, full mouth X-rays and panoramic X-rays.
- Basic restorations, fillings and inlays.
- Extractions and surgical services. General anaesthetics and intravenous sedation only when done in conjunction with eligible extraction(s) and/or oral surgery. Sleep dentistry is not eligible.

COMPREHENSIVE BASIC SERVICES

- Endodontic treatment including standard root canal therapy, excluding retreatments.
- Periodontal treatment including scaling and/or root planing.
- Standard denture services including relining and rebasing of dentures after 6 months from installation plus denture adjustments after 3 months from installation.

MAJOR RESTORATIVE SERVICES

- Standard dentures, complete, immediate and partial.
- Standard crown restorations or onlays on natural teeth.
- Repair or recementing of crowns, onlays and bridgework on natural teeth.
- Standard bridges, including pontics, abutment retainers/crowns on natural teeth based on the date of the tooth/teeth extractions.

ORTHODONTIC SERVICES

- Eligible only if the participant is 17 years of age and under.
- Orthodontic treatment to straighten teeth and correct the bite.
- Subject to a usual and customary monthly cap as established by Green Shield.

TRAVEL BENEFITS

- Travel Benefits are eligible within the first 180 days per trip
- Your maximum is \$1,000,000 per calendar year for Emergency Services; and \$50,000 per calendar year for Referral Services.
- Hospital and medical services are eligible only if your provincial government health plan provides payment toward the cost of the services received.

For complete details on your travel benefits, please refer to the enclosed Deluxe Travel Plan Booklet.

GENERAL INFORMATION

OUR COMMITMENT TO PRIVACY

The Green Shield Canada Privacy Code balances the privacy rights of our group and benefit plan participants, and our employees, with the legitimate information requirements to provide customer service and to meet our human resource requirements. It consists of the following key principles:

1. We ask for your personal information for the following purposes:

- To establish your identification
- To provide you and/or your dependants with the applicable benefit coverage
- To protect you and us from error and fraud
- To provide ongoing services

2. Consent

When you enrolled in your group benefit plan as a plan participant, your personal information was obtained and used only with your consent. We obtained your consent before we:

- Provided benefit coverage
- Offered you other Green Shield Canada services
- Obtained, used or disclosed to other persons, information about you unless we were obliged to do so by law or to protect our interests
- Used your personal information in any way we did not tell you about previously

Your consent can be either express or implied. Express consent can be verbal or written.

Consent can be implied or inferred from certain actions. For our existing group and benefit plan participants, we will continue to use and disclose your personal information previously collected in accordance with our current privacy code, unless you inform us otherwise and will infer that consent has been obtained by your continued use.

3. Withdrawal of Consent

You can withdraw your consent any time after you've given it to us, provided there are no legal or regulatory requirements to prevent this.

If you don't consent to certain uses of personal information, or if you withdraw your consent, we will no longer be able to administer your benefit coverage. If so, we will explain the situation to you to help you with your decision.

For further information on our privacy policies and procedures, please refer to the Green Shield Canada web site at www.greenshield.ca

LIMITED BENEFIT CLAUSE

Green Shield will determine the amount of benefits payable, giving consideration to limited procedures, services, or courses of treatment. The attending physician/dentist and the patient have the option of which procedure to use, although payment for the procedure may be based on the "limited treatment" principle. The Limited Benefit Clause is a financial limitation and not intended as a comment regarding any treatment recommended or performed by a physician/dentist.

PREDETERMINATION

If the cost of any proposed treatment is expected to exceed \$300.00, submit to Green Shield a detailed treatment plan from your provider before **your** treatment begins. If a description of the procedures to be performed and an estimate of the charges are not submitted in advance, Green Shield reserves the right to make a determination of benefits payable, taking into account alternate procedures, services or course of treatment, based on accepted standards of medical/dental practice.

GENERAL OVERALL EXCLUSIONS

Eligible Services do not include and reimbursement will not be made when we are aware of or have been apprised of:

1. Services or supplies received as a result of disease, illness or injury due to any of:
 - intentionally self-inflicted injury while sane or insane
 - an act of war, declared or undeclared
 - participation in a riot or civil commotion
 - committing a criminal offence
2. Failure to keep a scheduled appointment with a licensed medical/dental practitioner.
3. Services or supplies which are cosmetic in nature.
4. The completion of any claim forms and/or insurance reports.
5. Services or supplies which do not meet accepted standards of medical/dental/ophthalmic practice, including charges for services or supplies which are experimental in nature.
6. Services or supplies normally paid through any provincial government health plan, Workplace Safety & Insurance Board, the Assistive Devices Program or any other Government Agency, or which would have been payable under such a plan had proper application for coverage been made, or had proper and timely claims submission been made.
7. Services or supplies from any governmental agency which are obtained without cost by compliance with laws or regulations enacted by a federal, provincial, municipal or other governmental body.

8. Services or supplies which are not recommended or approved by the attending physician/dentist.
9. Services or supplies that you are not obligated to pay for or for which no charge would be made in the absence of benefit coverage.
10. Services or supplies which are legally prohibited by the government from coverage.
11. The replacement of lost, missing or stolen items, or items which are damaged due to negligence.
12. Any eligible service that relates to treatment of injuries arising out of a motor vehicle accident.

CO-ORDINATION OF BENEFITS (COB)

Where you or your dependents have coverage with more than one carrier, claims shall be co-ordinated so that reimbursement from all coverages shall not exceed 100% of the actual claim. Ask for our COB brochure for information on how your family can receive this service.

SUBROGATION

Green Shield retains the right to subrogation if benefits have or should have been paid or provided by a third party. In cases of third party liability, you **must** advise your lawyer of these rights.

GROUP CONVERSION PACKAGE

Any employee who will be terminating employment where there is an active Green Shield group benefits program in force and who will lose their group benefits may enroll in the Green Shield Group Conversion Program.

Dependent children who are no longer eligible for benefits under their parents Green Shield group benefits program may also enroll in the Green Shield Group Conversion Program.

Please contact your Human Resources Department. An information package will be forwarded to you. Please note - you must apply within 60 days of termination of your benefits from your Green Shield group program.

October 22, 2003



Where quality is more than a claim

New Website Service

**Green Shield Canada has launched a new addition to our website
-Subscriber Online Services-
for plan members/subscribers (ID card number ends with -00).**

This new site will answer those questions most often asked and give online access to the following.

- **Direct Deposit* of claims reimbursements to personal bank account;**
- **EOB (Explanation of Benefits) information;**
- **Instant access to personal claims information;**
- **Claims payment history;**
- **And much more!**

All you have to do is register online using your unique Green Shield Canada ID number and provide your e-mail address. Once registered, a password will be mailed to the address Green Shield Canada has on file for you. Register now at www.greenshield.ca and see what the new website can do for you!

*(*Please note that once arrangements have been made for Direct Deposit, claims payments will be deposited directly into the bank account you have chosen. Statements will no longer be mailed to you but will be available for online viewing.)*

C O N V E N I E N T • E A S Y A S 1 - 2 - 3 • D I R E C T D E P O S I T

Nouveau service sur le site Web

Green Shield Canada a lancé un nouveau supplément à son site Web

-Services au souscripteur en ligne- à l'intention des membres du régime et des souscripteurs
(dont le numéro de la carte d'identification se termine par -00).

Ce nouveau site répond aux questions qui sont les plus fréquemment posées et autorise l'accès en ligne :

- aux dépôts directs, des remboursements de demande de règlement dans le compte bancaire personnel ;
- aux renseignements sur l'EDP (Explication des prestations) ;
- à l'accès instantané aux renseignements sur les demandes de règlement personnelles ;
- à l'historique des remboursements des demandes de règlement ;
- et à beaucoup d'autres services !

Tout ce que vous devez faire, c'est de vous inscrire en ligne à l'aide de votre numéro d'identification unique Green Shield Canada et d'indiquer votre adresse de courriel. Une fois que vous serez inscrit(e), un mot de passe sera transmis à l'adresse détenue dans les dossiers de Green Shield Canada. Inscrivez-vous dès maintenant à www.greenshield.ca et voyez ce que le nouveau site Web peut faire pour vous !

(*Veuillez prendre note qu'une fois les dispositions prises pour le dépôt direct, le remboursement des demandes de règlement sera déposé directement dans le compte bancaire que vous aurez choisi. Les relevés ne vous seront plus postés, mais vous pourriez les consulter en ligne.)

C O N V E N I E N T • F A C I L E C O M M E B O N J O U R • D É P Ô T D I R E C T

Green Shield
CANADA
Where quality is more than a claim

Deluxe Travel Plan Booklet

QJ-180 day

QUICK REFERENCE NUMBERS

CANADA / UNITED STATES

Toll free 1.800.936.6226

OUTSIDE CANADA / UNITED STATES

519.742.3556

Subscriber Name: _____

Green Shield Identification #: _____

Provincial Health Card #: _____

In case of an emergency, please contact:

Name

Telephone#

_____ () _____

_____ () _____

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QJ-180 day Travel Assistance Group # 9621

GREEN SHIELD CANADA DELUXE TRAVEL PLAN QJ

This Travel Plan is incorporated into and forms part of the Group's Schedule of Eligible Benefits, which forms part of the Green Shield Canada Benefit Plan Group Agreement.

Eligibility for coverage is subject to the Definitions outlined in the Green Shield Canada Benefit Plan Group Agreement and Administrative Policies.

Eligible travel benefits will be paid at 100% based on usual, reasonable and customary charges in the area where they were received, less the amount payable by your provincial government health plan.

All maximums and limitations stated are in Canadian currency. Reimbursement will be made in Canadian funds or U.S. funds for both providers and employees, based on the country of the payee. For payments that require currency conversion, the rate of exchange used will be the rate in effect on the date of service of the claim.

ELIGIBLE BENEFITS

Emergency services will be paid to a maximum of \$1,000,000 per calendar year.

Referral services will be paid to a maximum of \$50,000 per calendar year.

Reimbursement of eligible benefits for emergency services will be made only if the services were required as a result of emergency illness or injuries which occurred while you were vacationing or travelling for other than health reasons.

Eligible benefits are limited to a maximum of 180 days per trip commencing with the date of departure from your province of residence. If you are hospitalized on the 180th day, benefits will be extended until the date of discharge.

1. Hospital services and accommodation up to a standard ward rate in a public general hospital.

2. Medical/surgical services rendered by a legally qualified physician or surgeon to relieve the symptoms of, or to cure an unforeseen illness or injury.

3. Emergency Transportation

- Land ambulance to the nearest qualified medical facility.
 - Air ambulance - the cost of air evacuation (including a medical attendant when necessary) between hospitals and for hospital admission into Canada when approved in advance by your provincial government health plan or to the nearest qualified medical facility.
4. Referral services include hospital services and accommodation up to a standard ward rate in a public general hospital, and/or medical surgical services rendered by a legally qualified physician or surgeon.
- Pre-authorization in writing from your provincial government health plan and Green Shield Canada is required prior to the commencement of any referral treatment. Your provincial government health plan may cover this referral benefit entirely. You must provide Green Shield Canada with a letter from your attending physician stating the reason for the referral, and a letter from your provincial government health plan outlining their liability. Failure to comply in obtaining pre-authorization may result in non-payment.
5. Services of a registered private nurse up to a maximum of \$5,000 per calendar year, at the usual and customary rate charged by a qualified nurse (R.N.) registered in the jurisdiction in which treatment is provided. You must contact Green Shield Canada for pre-approval.
6. Diagnostic laboratory tests and x-rays when prescribed by the attending physician. Except in emergency situations, these services must be pre-approved by Green Shield Canada.
7. Reimbursement of prescriptions by Green Shield Canada for drugs, serums and injectables which require a prescription by law and are prescribed by a legally qualified medical practitioner (vitamins, patent and proprietary drugs are excluded). Submit to Green Shield Canada the original paid receipt from the pharmacist, physician or hospital outside your province of residence showing the name of the prescribing physician, prescription number, name of preparation, date, quantity and total cost.

8. Medical appliances including casts, crutches, canes, slings, splints and/or the temporary rental of a wheelchair when deemed medically necessary and required due to an accident which occurs, and when the devices are obtained outside your province of residence.

9. Treatment by a dentist only when required due to a direct accidental blow to the mouth up to a maximum of \$2,000. Treatments (prior to and after return) must be provided within 90 days of the accident. Details of the accident must be provided to Green Shield Canada along with dental x-rays.

10. Coming Home - when your emergency illness or injury is such that:

- our Assistance Medical Team specifies in writing that you should immediately return to your province of residence for immediate medical attention, reimbursement will be made for the extra cost incurred for the purchase of a one way economy airfare, plus the additional economy airfare if required to accommodate a stretcher, to return you by the most direct route to the major air terminal nearest the departure point in your province of residence.

This benefit assumes that you are not holding a valid open-return air ticket. Charges for upgrading, departure taxes, cancellation penalties or airfares for accompanying family members or friends are not included.

- our Assistance Medical Team or commercial airline stipulates in writing that you must be accompanied by a qualified medical attendant, reimbursement will be made for the cost incurred for one round trip economy airfare and the usual and customary fee charged by a medical attendant who is not your relative by birth or marriage and is registered in the jurisdiction in which treatment is provided, plus overnight hotel and meal expenses if required by the attendant.

11. Cost of returning your **personal use** motor vehicle to your residence or nearest appropriate vehicle rental agency when you are unable to do so due to sickness, physical injury or death, up to a maximum of \$1,000 per trip. We require original receipts for costs incurred, i.e. gasoline, accommodation and airfares.

12. Meals and accommodation up to \$1,500 (maximum of \$150 per day for up to 10 days) will be reimbursed for the extra costs of

commercial hotel accommodation and meals incurred by you when you remain with a travelling companion or a person included in the "family" coverage, when the trip is delayed or interrupted due to an illness, accidental injury to or death of a travelling companion. This must be verified in writing by the attending legally qualified physician or surgeon and supported with original receipts from commercial organizations.

13. Transportation to the bedside including round trip economy airfare by the most direct route from your province of residence, for any one spouse, parent, child, brother or sister, and up to \$150 per day for a maximum of 5 days for meals and accommodation at a commercial establishment will be paid for that family member to:
 - be with a covered person confined in hospital. This benefit requires that the covered person must eventually be an inpatient for at least 7 days outside your province of residence, plus the written verification of the attending physician that the situation was serious enough to have required the visit.
 - identify a deceased prior to release of the body.
14. Return airfare if your personal use motor vehicle is stolen or rendered inoperable due to an accident, reimbursement will be made for the cost of a one way economy airfare to return you by the most direct route to the major airport nearest your departure point in your province of residence. **An** official report of the loss or accident is required.
15. Return of deceased up to a maximum of \$5,000 toward the cost of embalming or cremation in preparation for homeward transportation in an appropriate container of a deceased insured person when death is caused by illness *or* accident. The body will be returned to the major airport nearest the point of departure in your province of residence. The benefit excludes the cost of a burial coffin or any funeral-related expenses, makeup, clothing, flowers, eulogy cards, church rental, etc.

GREEN SHIELD CANADA TRAVEL ASSISTANCE SERVICE

The following services are available 24 hours per day, 7 days per week through Green Shield Canada's international medical service organization. These services include:

- Multilingual Assistance
- Assistance in locating the nearest, most appropriate medical care
- International preferred provider networks
- Our Assistance Medical Team's consultative and advisory services, including second opinion and review of appropriateness and analysis of the quality of medical care
- Assistance in establishing contact with family, personal physician and employer as appropriate
- Monitoring of progress during treatment and recovery
- Emergency message transmittal services
- Translation services and referrals to local interpreters as necessary
- Verification of insurance coverage facilitating entry and admissions into hospitals and other medical care providers
- Special assistance regarding the co-ordination of direct claims payment
- Co-ordination of embassy and consular services
- Management, arrangement and co-ordination of emergency medical transportation and evacuation as necessary
- Management, arrangement and co-ordination of repatriation of remains
- Special assistance in making arrangements for interrupted and disrupted travel plans resulting from emergency situations to include:
 - the return of unaccompanied travel companions
 - travel to the bedside of a stranded person
 - rearrangement of ticketing due to accident or illness and other travel related emergencies
 - the return of a stranded personal use motor vehicle and related personal items
- Knowledgeable legal referral assistance
- Co-ordination of securing bail bonds and other legal instruments
- Special assistance in replacing lost or stolen travel documents including passports
- Courtesy assistance in securing incidental aid and other travel-related services
- Emergency and payment assistance for major health expenses, which would result in payments in excess of \$200.

HERE'S HOW GREEN SHIELD CANADA'S TRAVEL ASSISTANCE SERVICE WORKS

For assistance dial **1.800.936.6226** within Canada and the United States or call collect **519.742.3556** when travelling outside Canada and the United States. These numbers appear on your Green Shield Identification Card.

Quote the Green Shield Canada travel assist group number and your Green Shield Identification Number, found on your Green Shield Identification Card, and explain your medical emergency. **You** must **always** be able to provide your Green Shield Identification Number and your provincial government health plan number.

A multilingual Assistance Specialist will provide direction to the best available medical facility or legally qualified physician able to provide the appropriate care.

Upon admission to a hospital or when consulting a legally qualified physician or surgeon for major emergency treatment, we will guarantee the provider (hospital, clinic or physician), that you have both provincial government health coverage and Green Shield Canada travel benefits as detailed above.

The provider may then bill Green Shield Canada directly for these approved services for amounts in excess of **\$200**.

Our Assistance Medical Team will follow your progress to ensure that you are receiving the best available medical treatment. These physicians also keep in constant communication with your family physician and your family, depending on the severity of your condition.

LIMITATIONS

1. Benefits will be eligible only if existing or pre-diagnosed conditions are completely stable and you are fit to travel (in the opinion of Green Shield Canada and/or our Assistance Medical Team) at the time of departure from your province of residence. Green Shield reserves the right to review your medical information **at** the time of claim.
2. The eligible benefits must be required for the immediate relief of

acute pain or suffering as recommended by a legally qualified physician or surgeon. Eligible benefits will not be reimbursed for treatment or surgery which could reasonably be delayed until you return to your province of residence.

3. Reimbursement for eligible benefits will be made only if your provincial government health plan covers and provides payment toward the cost of the services received.
4. Coverage becomes effective at the time you or your eligible dependent crosses the provincial border departing from your province of residence and terminates upon crossing the border returning to your province of residence on the return home. If travelling by air, coverage becomes effective at the time the aircraft takes off in the province of residence and terminates when the aircraft lands in the province of residence on the return home.
5. Green Shield Canada, in consultation with our Assistance Medical Team, reserves the right to return you or your eligible dependents to your province of residence. If any covered person is, on the advice of our Assistance Medical Team, able to return to their home province following the diagnosis of, or the emergency treatment for, a medical condition which requires continuing treatment for surgery and elects to have such treatment or surgery outside the province of residence, the expense of such continuing treatment will not be an eligible benefit.

The patient **must** contact Green Shield Canada within 48 hours of commencement of treatment.

Failure to notify us within **48** hours or refusal to be repatriated to your province of residence for treatment may result in benefits being limited to only those expenses incurred within the first **48** hours of any and each treatment/incident or the plan maximum, whichever is the lesser of the two.

6. Air ambulance services will only be eligible if:
 - they are pre-approved by Green Shield Canada
 - there is a medical need for you to be confined to a stretcher or for a medical attendant to accompany you during the journey, and
 - you are admitted directly to a hospital in your province of residence, and
 - medical reports or certificates from the dispatching and receiving **legally qualified** physicians are submitted to Green Shield Canada, and

- proof of payment (including air ticket vouchers or air carrier invoices) is submitted to Green Shield Canada.
7. Referral services are only eligible if the required medical treatment is not readily available in your province of residence.
 8. if planning to travel in areas of political or civil unrest, contact Green Shield Canada for pre-travel advice as we may be unable to guarantee assistance services.
 9. Green Shield Canada reserves the right, without notice, to suspend, curtail or limit its services and eligible benefits in any area in the event of political or civil unrest, including rebellion, riot, military uprising, labour disturbance or strike, act of God, or refusal of authorities in a foreign country to permit Green Shield Canada to provide service.
 10. No services shall be provided during any trip undertaken for the purpose of seeking medical treatment or advice unless pre-authorized as outlined in referral services.

EXCLUSIONS

In addition to the General Exclusions found under the General Information section of your contract, Eligible Benefits do not include and reimbursement will not be made for:

1. Treatment or service required for ongoing care, rest cures, health spas, elective surgery, check-ups or travel for health purposes, even if the trip is on the recommendation of a physician.
2. Treatment or service which you elect to have performed outside Canada when the medical condition would not prevent your return to Canada for such treatment.
3. Treatment or service required as a result of
 - a. suicide, attempted suicide, intentionally self-inflicted injury of you, a travelling companion, or immediate family member while sane or insane
 - b. mental, nervous or psychological disorders.
4. Amounts paid or payable under any Workplace Safety Insurance Board or similar plan.

5. Hospital and medical care for childbirth occurring within 8 weeks of the expected delivery date from the date of departure, or deliberate termination of pregnancy.
6. Treatment or service provided in a chronic care or psychiatric hospital, chronic unit of a general hospital, Long Term Care (LTC) facility, health spa, or nursing home.
7. Services received from a chiropractor, chiropodist, podiatrist, or for osteopathic manipulation.
8. Cataract surgery or the purchase of eyeglasses or hearing aids.
9. Green Shield Canada does not assume responsibility for nor shall it be liable for any medical advice given, but not limited to a physician, pharmacist or other healthcare provider or facility recommended by Green Shield Canada.

CLAIMING INFORMATION

Green Shield Canada must be contacted by phone within 48 hours of commencement of treatment.

Call our Customer Service Centre at 1.888.711.1119 for detailed claims submission instructions.

If you have incurred out of pocket expenses, claims must be submitted together with supporting original receipts to Green Shield Canada who will then co-ordinate with the provincial plan reimbursement of those approved, eligible expenses.

To make a claim, submit the patient name, provincial health plan number, address and Green Shield Identification Number with a detailed statement showing the services rendered and the fees charged for each service.

Ail claims must be processed by Green Shield Canada within 12 months from the date the eligible service was incurred.



GENERAL INFORMATION

Introduction

Your benefit program provides valuable protection for you and your family. This handbook outlines the important features of your program. Please take a moment to review this information.

In the left pocket you will find...

Benefit Summary - an overview of your group insurance benefits.

Brochures describing any special features or options under your program. Some require immediate action - please look through them.

In the right pocket you will find...

Detailed Descriptions of each benefit in your program. These inserts will help answer any specific questions about claims or benefit provisions. If you have any further questions, please contact your plan administrator.

If changes are made to your benefit program, you will receive updated information to be inserted in the handbook. Please keep it in a safe place.

Eligibility for Group Insurance

You are eligible for group insurance benefits if you are a full-time employee and have completed the required waiting period. The minimum number of hours and waiting period, if any, are shown in your benefit summary. If you are not actively at work on the day coverage would normally commence, you will not be eligible until you return to full-time work.

Insurance for Dependents

Eligible dependents include your spouse, and any unmarried dependent children. Both legal and common-law spouses are eligible, as described in the group policy.

Dependent children are covered up to the age specified in your benefit summary. This age restriction may be waived for any child who is dependent on you because of a physical or mental handicap. Your plan administrator can provide more **information if required.**

If one of your dependents is hospitalized (other than a new-born infant) on the date coverage would normally commence, coverage will begin on the first day following discharge from hospital. Once you are insured for dependent coverage, additional dependents will be covered from the date they become eligible, regardless of hospital confinement.

Applying for Insurance

You have 30 days to apply for insurance after you become eligible for employee or dependent benefits. If you apply after 30 days, you will be required to submit satisfactory medical evidence for yourself and your dependents, and your insurance will not become effective until you receive written approval from the insurance company. Late applicants for dental benefits may be subject to a lower first year maximum.

Termination of Insurance

Your coverage under this plan ceases when you terminate employment, cease to belong to a class of eligible employees, join the armed forces on a full-time basis, or fail to make a required contribution towards the cost of your benefits. Coverage for your dependents ceases when your coverage terminates, or when they cease to qualify **as** dependents by the definition in your group plan.

If you are away from work due to lay off, leave of absence, maternity leave or disability, please **ask** your plan administrator about the status of your coverage under this plan.

Termination of the Group Insurance Policy

Your coverage also ceases on termination of the group insurance policy under which you are insured. If this occurs, you will be required to submit all outstanding claims to the insurance company within 90 days of termination.

Your plan administrator will advise whether coverage will be continued under a replacement policy. Claims incurred after the effective date will usually be the responsibility of the new insurance company.

Subrogation

If you are injured in an accident, you may decide to take legal action against the parties responsible for your injury. Law suits of this type normally include a claim for medical expenses and lost earnings.

Note that your group insurance company retains the **right of subrogation** for any settlement you receive. This means that you must repay them for any medical expenses or lost earnings that were previously paid by your group plan. Please advise your lawyer of the insurance company's right of subrogation in all situations of this type.

Exclusions and Limitations

All insurance programs have restrictions that are designed to ensure that they are used only as intended. Your benefit plan will not reimburse any health or dental expenses resulting from:

- services or supplies which are covered under provincial medicare or any other government plan;
- any injury or illness which is covered under workers' compensation or any similar law;
- charges for broken appointments, travel time, telephone consultation, completion of forms or any other services not provided directly to the patient;
- cosmetic surgery or treatment;
- examinations required for use by a third party;
- travel for health reasons;
- treatment through a service provided by an employer, association or union;

- replacement of a dental appliance which has been lost, misplaced or stolen;
- dental services for full-mouth reconstruction, vertical dimension correction, maxillo-facial deformities or temporomandibular joint dysfunction;
- intentionally self-inflicted injury, while sane or insane;
- insurrection, war, participating in a riot or civil commotion, provoking an assault, attempting to commit or committing a criminal offence, or service in the armed forces of any nation;
- any services, procedures or supplies which have not been approved by the appropriate governing body, or which are experimental in nature; or
- any service, procedure or supplies for which there would be no charge in the absence of insurance.

A copy of the actual policy documents may be obtained on written request from your plan administrator, who may make a reasonable charge for this service.

This information does not create or confer any rights. The exact terms of the plan are described in the more detailed provisions of the group benefits agreement or policy. In the event of a discrepancy between this information and the group policy, the terms of the policy will be applicable.



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SURVIVOR BENEFITS

BASIC ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

This plan pays a benefit in the event of your accidental death or bodily injury. Benefits are paid to your appointed beneficiary in the event of your death, and to you for any of the other covered losses. The amount of benefit is shown in the benefit summary, located in the left pocket of your handbook. This is multiplied by the applicable percentage below:

Loss of:	Benefit
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
One hand or one foot and sight of one eye	100%
Speech and hearing in both ears	100%
One arm or one leg	75%
Sight of one eye	66 2/3%
One hand or one foot	66 2/3%
Thumb and index finger of one hand	66 2/3%
Four fingers of one hand	66 2/3%
All toes of one foot	33 1/3%
Speech or hearing in both ears	66 2/3%
Hearing in one ear	25%
Use of both arms, both hands or both legs	100%
Use of one arm or one leg	75%
Use of one hand or one foot	66 2/3%

After 365 days of continuous paralysis:

Quadriplegia	200%
Paraplegia	200%
Hemiplegia	200%

Only the largest amount will be paid for all losses resulting from any one accident. All losses must occur within 365 days of the accident and be caused purely by

external, violent, and accidental means. Loss of use must be permanent, total, irrecoverable and beyond remedy, and must have been continuous for 365 days.

Rehabilitation Benefit

If as a result of a covered accident, you suffer a loss and must participate in a rehabilitation program in order to qualify for employment, reimbursement **will** be made for reasonable and necessary expenses actually incurred within 3 consecutive years of the accident. The maximum benefit is \$10,000. Travelling, clothing and living expenses are not eligible.

Repatriation Benefit

If you die as a result of a covered accident which occurs 150 kilometres or more from home, reimbursement will be made for reasonable and necessary expenses actually incurred for preparation of the body and transportation to the first resting place nearest home. The maximum benefit is \$10,000.

Family Transportation Benefit

If you suffer a loss as a result of a covered accident and are confined to a hospital which is 150 kilometres or more from home, reimbursement will be made for reasonable and necessary expenses actually incurred by a member of your immediate family as follows:

- For hotel accommodation in the vicinity of the hospital.
- For transportation to and from the hospital. When transportation is by other than a vehicle licensed for fare-paying passengers, 20¢ per kilometre will be payable.

Member of the immediate family means a person at least 18 years of age who is your spouse, child, parent, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law or sister-in-law. The maximum benefit is **\$1,000**.

Exposure and Disappearance

If loss is due to being accidentally and unavoidably exposed to the elements, then the loss will be considered to have resulted from accidental injury.

If disappearance is due to the accidental destruction or disappearance of a conveyance in which you are riding, the insurance company will assume accidental loss of life after one year of continuous disappearance.

Definitions

Loss of a hand or foot means complete severance at or above the wrist or ankle joint, but below the elbow or knee joint.

Loss of sight must be entire and irrecoverable.

Loss of an arm or leg means complete severance at or above the elbow or knee joint.

Loss of a thumb or finger means complete severance at or above the first phalange, but below the wrist.

Loss of toes means complete severance of both phalanges.

Loss of speech means total and irrecoverable loss of speech which does not allow audible communication to any degree.

Loss of hearing must be entire and irrecoverable.

Exclusions

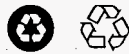
Benefits will not be paid if loss results from:

- suicide, attempted suicide, or intentionally self-inflicted injury;
- insurrection, war, participating in a riot or civil commotion, or service in the armed forces of any nation;
- committing or attempting to commit or provoking an assault or criminal offence, except if the sole offence is impaired driving; or
- aircraft flight if aboard for performing duties, giving or receiving any training or instruction, or parachuting or sky-diving.

Payment of Claims

Completed claim forms including any supporting documents must be provided to your plan administrator who will forward them to the insurance company. All claims must be filed within 90 days of accidental death, or loss covered under the schedule.

This information does not create or confer any rights. The exact terms of the plan are described in the more detailed provisions of the group benefits agreement or policy. In the event of a discrepancy between this information and the group policy, the terms of the policy will be applicable.



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SURVIVOR BENEFITS

BASIC LIFE INSURANCE

The group life insurance benefit provides for payment to your appointed beneficiary in the event of your death. The amount of benefit is shown in the benefit summary, located in the left pocket of your handbook. All amounts of insurance are rounded to the next higher \$1,000 if not already a multiple thereof. Evidence of insurability will be required for those amounts of insurance in excess of the limits shown in the benefit summary.

Waiver of Premium Benefit

This plan contains a disability provision which enables you to continue your life insurance in force without further payment of premiums if you become totally disabled for at least 6 consecutive months prior to age 65. Coverage will continue until the earlier of your recovery, your retirement date or the date you reach age 65. Satisfactory proof of disability must be provided within 12 months of the start of disability and when requested thereafter.

Conversion Privilege

Your insurance ceases upon termination of employment. You can keep your life insurance in force by converting to an individual policy with the insurance company. No proof of insurability will be required.

You must apply for conversion within 31 days of terminating employment. Certain restrictions apply to the amount of insurance and your age at conversion. A representative of the insurance company is available to review the rules about conversion, and the various types of individual policies available to you. Note that the premium will depend on the type of policy you select, and will not be the same as your current group insurance cost.

Your group life insurance will be continued at no cost to you during the 31 day conversion period, whether or not you apply for conversion.

Payment of Claims

Completed claim forms including any supporting documents must be provided to your plan administrator who will forward them to the insurance company. All claims must be filed within 90 days of death. Payment will be made in one sum, or instalments if desired.

This information does not create or confer any rights. The exact terms of the plan are described in the more detailed provisions of the group benefits agreement or policy. In the event of a discrepancy between this information and the group policy, the terms of the policy will be applicable.



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DISABILITY BENEFITS

GOVERNMENT DISABILITY BENEFITS

This section provides a summary of the disability benefits provided through the Canada Pension Plan (CPP) and the Quebec Pension Plan (QPP). Note that disability benefits may also be provided through other government programs such as Unemployment Insurance, provincial no-fault automobile insurance or workers' compensation, depending on the nature and duration of disability.

Eligibility for CPP/QPP Disability Benefits

There are two types of disability benefits:

- a monthly benefit payable to the disabled contributor; and
- a monthly benefit payable to each dependent child of the disabled contributor.

Amount of Benefit

Your CPP/QPP disability benefit is a flat-rate amount, plus an earnings-related amount equal to 75% of your calculated retirement pension. Your retirement pension is based on pensionable earnings under CPP/QPP.

In 1994, the flat-rate is **\$318.26** per month, and the maximum disability benefit is **\$839.09** per month. This applies to both the CPP AND QPP.

The dependent children's benefit is a flat-rate monthly amount. In **1994** the flat-rate for each dependent child is **\$160.47** per month under the CPP, and **\$50.95** per month under the QPP.

A cost-of-living increase is provided each January. The change will reflect increases in the cost of living as measured by the Consumer Price Index. Note that both CPP and QPP disability benefits are taxable.

Start of Disability Benefits

You are eligible for CPP/QPP disability benefits from the fourth month after you are deemed to have become disabled. Once your application has been approved and your benefit amount has been calculated, you will be notified by mail giving the benefit amount(s) and the effective date. Benefits for your children begin at the same time as your benefits.

Termination of Benefits for a Contributor

Payments end when you are no longer considered to be disabled under the terms of applicable legislation, or when you begin receiving a retirement pension. When you reach age 65, your disability benefit will automatically be converted to a retirement pension.

Co-ordination with Private Insurance Plans

Private insurance benefits (if applicable) are subject to different qualifying rules. A separate application is required for these benefits.

It is important to apply for disability benefits under CPP/QPP even if you qualify for benefits under a private plan. There are **two** reasons for this:

- These benefits will provide a source of income in the event that your private insurance benefits cease in future. Unless you apply for CPP/QPP benefits on a timely basis, you may be refused these benefits later.
- Your retirement benefits depend on the record of CPP/QPP contributions during your working life. If you are disabled, neither you nor your employer will be **making** contributions. This will reduce your retirement benefits unless your disability is recognized by the CPP/QPP.

In most group insurance plans, CPP/QPP benefits are offset against benefits paid by the insurance company. For this reason, many group insurance plans will reduce or not pay disability benefits unless you have also applied for the government benefits.

More Information

This summary contains general information only. When questions arise, the current CPP/QPP legislation will govern.

If you need any further information or assistance, please contact Health & Welfare Canada (Income Security Programs) or the Quebec Pension Plan. The telephone number and address *can* be found in the government listings in your telephone directory. If you have a question about your own entitlement, please provide your full name and Social Insurance Number.



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DISABILITY BENEFITS

LONG TERM DISABILITY

This plan provides you with a monthly income if you become totally disabled as a result of an injury or sickness while you are enrolled in the plan, and remain continuously disabled longer than the qualifying period.

Total disability means that you are unable to perform the material and substantial duties of any gainful employment for which you are reasonably fitted by education, training, or experience. This definition of disability may vary as indicated in the benefit summary, located in the left pocket of your handbook.

To receive benefits, you must be under the regular and ongoing care of a licensed physician who is a duly qualified specialist. Satisfactory proof of medical attendance and disability is required.

The qualifying period, the amount of benefit, and the duration are stated in the benefit summary. Evidence of insurability will be required for those amounts of insurance in excess of the limits shown in the benefit summary.

Recurrent Disability

Once you are receiving benefits, there may be a time when you have recovered sufficiently to return to work. If you become totally disabled again due to the same or related cause within 6 months of your return to work, your second period of total disability will be considered a continuation of the first period of disability. You will not have to satisfy another qualifying period to requalify for benefits.

Waiver of Premium

While you are receiving benefits, ongoing premium payments for long term disability coverage are waived.

Integration of Benefits

When you are disabled, you may be eligible to receive income from other sources or plans. Your benefit payments will be reduced by any of the following sources of income which start after you become disabled:

- disability benefits for which you are eligible under the Canada Pension Plan (CPP) or Quebec Pension Plan (QPP), but excluding future cost of living increases and any dependent benefits payable to you;

- benefits for which you are eligible under any workers' compensation or any similar law;
- disability benefits or retirement benefits payable under any group insurance or retirement plan available through employment;
- disability or loss-of-time benefits payable under any no-fault automobile or similar law;
- payments provided under any government plan or law, in Canada or any other country, or by any other government agency;
- disability benefits under any other group, association or franchise insurance plan; or
- earnings or payments from any employer, excluding income under an approved rehabilitation plan.

The benefit will be further reduced, if necessary, so that your total income from all sources including CPP/QPP dependent benefits does not exceed:

- 85% of your pre-disability gross earnings if your benefit is taxable; or
- 85% of your pre-disability net earnings if your benefit is non-taxable.

Benefits from a disability plan are taxable if the employer has made any contribution to the cost of the plan.

Rehabilitation

Once you are receiving benefits, there may be a time when, although not fully recovered, you are able to return to work on a part-time basis or in a reduced work capacity. The insurance company has trained specialists who can work with your physician and employer to set up a rehabilitation program that is suited to your needs. For example, this may involve retraining or a modified work environment.

To provide an incentive for return to work, income from a rehabilitation program is treated more favourably by the insurance company for Integration of Benefits. Specifically:

- Only 50% (instead of 100%) of your earnings under an approved rehabilitation program are applied to reduce benefits • you keep the remaining 50%.
- Your overall benefit will not be further reduced until total income from all sources exceeds 100% (instead of 85%) of your pre-disability earnings.

Rehabilitation benefits are payable **as long as** you continue in gainful employment which is under the supervision of a licensed physician and which is acceptable to the insurance company.

Exclusions

No benefits are payable for disability related to the following:

- intentionally self-inflicted injury, while sane or insane;
- insurrection, war, participating in a riot or civil commotion, or service in the armed forces of any nation;
- committing or attempting to commit or provoking an assault or criminal offence, unless the sole offence is impaired driving;
- drug or alcohol use unless you are participating in a supervised program which is approved by the insurance company; or
- any disability which begins during a strike, lock-out or lay-off;

In addition, no benefits are payable during any period in which

- you are permanently or temporarily outside Canada or the United States;
- you are serving a prison sentence; or
- you would otherwise be taking an agreed-upon leave of absence or maternity leave.

Pre-Existing Conditions

A pre-existing condition is any illness or injury for which you consulted a medical practitioner, took tests or received treatment before you were insured under this benefit. Pre-existing conditions may be excluded from coverage or subject to restrictions, **as** indicated in the benefit summary.

If this plan replaces a similar plan which was in effect with your present employer until the day before this one commenced, you will receive credit for continuous time insured under both plans for the purpose of applying this provision.

Payment of Claims

Completed claim forms including any supporting documents must be provided to your plan administrator who will forward them on your behalf to the insurance company. Claims should be filed within 90 days of the date you become eligible

for benefits. The policy must be in force when the disability commences but payments will continue, subject to the terms of the policy, even if the policy is terminated.

This information does not create or confer any rights. The exact terms of the plan are described in the ~~more~~ detailed provisions of the group benefits agreement or policy. In the event of a discrepancy between this information and the group policy, the terms of the policy will be applicable.



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CO-ORDINATION OF BENEFITS (COB)

If you are covered for health and dental benefits under this and another plan, our benefits will be co-ordinated with the other plan following standard industry guidelines developed by CLHIA (Canadian Life & Health Insurance Association) such that the total amount payable does not exceed 100% of the eligible expense incurred.

Applying the standard COB rules allows Green Shield (as well as other carriers) to identify which plan is the primary payor and which is the secondary payor. We work together with other carrier(s) or benefit plan(s) to ensure that you receive the maximum dollar value from all benefit plans that you and your family are entitled to.

For example, if you have less than 100% coverage on any one plan, co-ordinating with other carriers/benefit plans may, in fact, provide you with up to 100% combined coverage overall. However, when claiming from more than one plan, you may not receive more than 100% reimbursement of the value of services rendered or benefits received.

Which Plan Should You Submit To First?

You must follow the guidelines to identify the primary plan and submit your claims to this plan first. Any unpaid balances should then be submitted to the secondary plan(s) up to 100% of the claim value. Use the following guidelines to identify the primary and secondary plans:

Green Shield Cardholder

Green Shield coverage for the cardholder (employee or subscriber) is always primary. Submit your claims to Green Shield first. If you have any remaining balances, submit to the secondary carrier(s) or benefit plan(s).

Spouse

Green Shield coverage is always secondary if your spouse is a cardholder under an alternate benefit plan. Your spouse must submit claims to his/her benefit plan first. Any remaining balances may be submitted under your Green Shield plan.

Children

When dependent children are covered under both your Green Shield plan and your spouse's benefit plan, claims should first be submitted under the plan for the parent whose birth month and day occurs earliest in the calendar year.

For example:

Green Shield Cardholder:	George Jetson	Born September 1, 1950
Spouse (ABC Insurance Co.):	Jane Jetson	Born December 10, 1948
Dependent:	Judy Jetson	
Dependent:	Elroy Jetson	

Since George's birth month is September and Jane's birth month is December, both Judy and Elroy have primary coverage under Green Shield. Although Jane is older than George, the year of birth is ignored. When both parents have the same birth date, the primary carrier is the plan of the parent whose initial comes first in the alphabet. In this example, George would be primary.

In cases of separation or divorce with multiple benefit plans for the children, the process described below ranks the order of the benefit plans to which claims must be submitted. A child's coverage is primary under the benefit plan of the parent who has custody of the child. All other coverage is secondary.

1. Submit claims to the benefit plan of the parent who has custody of the child.
2. Submit balances to the plan of the spouse of the parent who has custody of the child.
3. Submit balances to the plan of the parent who does NOT have custody of the child.
4. Submit balances to the plan of the spouse of the parent who does NOT have custody of the child.

We Want To Serve You Better!

When Green Shield is identified as a secondary carrier, please submit a copy of the original claim statement from the primary carrier and a copy of the claim form in order to receive any balances owing. Please call our Customer Service Centre for more information at 1-888-711-1119 toll-free across North America.