

# ***AGREEMENT***

***By and Between***

***GREEN SHIELD CANADA***

***and***

***NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION, AND  
GENERAL WORKERS UNION OF  
CANADA***

***(C.A.W. - CANADA)***

***AND ITS LOCALS 240 AND 673***

***Dated***

***March 1, 2008***

***Agreement***

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# AGREEMENT

By and Between:

**GREEN SHIELD CANADA**  
(hereinafter called the "Company")

— and —

**NATIONAL AUTOMOBILE, AEROSPACE TRANSPORTATION,  
AND GENERAL WORKERS UNION  
OF CANADA (C.A.W. — CANADA)  
AND ITS LOCALS 240 AND 673**  
(hereinafter called the "Union")

## ARTICLE 1 - RECOGNITION

- 1.01 The Company recognizes the Union as the exclusive collective bargaining agent on behalf of the employees of the Company in the bargaining unit described as follows: all Office and Clerical employees employed by Green Shield Canada in its offices at Windsor, London, Vancouver and Toronto, Ontario, save and except Supervisors and persons above the rank of Supervisor; Confidential Secretaries to the President and Chief Executive Officer, Treasurer, and Sales Managers; Professional and Sales Representatives; Consultants; Engineers; Analysts; Administrative and Human Resource Assistants.
- 1.02 (a) An employee included in the bargaining unit shall not be transferred to a position excluded from the bargaining unit unless the employee concerned agrees to such transfer.
- (b) The Company will prepare and supply the Union with a list of its Supervisors and those above the rank of Supervisor, every three (3) months in conjunction with the posting of the seniority list.

The names of the Human Resource Manager's designated representatives will be clearly indicated on the Management list. If there are any changes between postings, the Chairperson will be notified.

## **ARTICLE 2 - RESERVATIONS TO MANAGEMENT**

- 2.01 (a) The Union recognizes the right of the Company to hire, promote and demote, transfer, suspend or otherwise discipline and discharge any employee for just cause, subject to such regulations and restrictions governing the exercise of these rights as are expressly provided in this agreement, and subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided. The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The Company also has the right to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this agreement. Any changes in the rules and regulations affecting the office employees will be discussed with the negotiating committee before being put into effect.
- (b) The Company agrees that it will not use its management rights for the purpose of limiting or restricting the rights of its employees herein expressly granted.
- 2.02 (a) Employees excluded from the bargaining unit shall not perform the regular work of employees covered by this agreement except for the purposes of instruction, or when bargaining unit employees are not available.

## **ARTICLE 3 - UNION SECURITY**

- 3.01 (a) Employees covered by this agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this agreement. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this agreement and covered by this agreement shall be required, as a condition of continued employment, to become members of the Union effective the first of the month following the month in which they have worked forty (40) hours. An employee shall tender the initiation fees (If not already a member) upon completion of his/her probationary period. An employee who shall tender the initiation fees (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet this condition.

- 3.02 (a) The Company will deduct from the first pay in each calendar month of all employees within the bargaining unit, the initiation fees and monthly dues of the National Union.
- 3.03 (a) All sums deducted as above together with a record of those from whose pay deductions have been made and the amounts of such deductions shall be remitted monthly by the Company to the Financial Secretary of the Union. The remittance shall be by cheque. A copy of the record of the pay deductions will be given to the Chairperson.

## **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 (a) The Company and the Union agree to abide by the terms and conditions set forth under the Ontario Human Rights Code 1981 and any future amendments thereto.
- (b) There shall be no discrimination, interference, restraint or coercion by or on behalf of the Company regarding any employee because of membership in the Union. The Union, its members and/or its agents, shall not intimidate or coerce or attempt to intimidate or coerce employees into membership and shall not, on Company time (or premises), conduct or attempt to conduct Union activities except as herein expressly provided.

## **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

- 5.01 The Company agrees that it will not cause or direct any lockout of its members during the term of this agreement.
- 5.02 The Union agrees that there will be no strike or other collective action in the office which will stop or interfere with office operations and that if any such collective action should be taken, it will instruct its members to carry out the provisions of this agreement and to return to or resume work and perform their duties in the required manner.
- 5.03 Subject to the provisions of government regulations, in the event such a strike occurs, this agreement may be terminated by the Company upon the notification of such termination to the Union by the Company.

## ARTICLE 6 - REPRESENTATION

- 6.01 (a) The Company acknowledges the right of the Union to elect from the Union members of the Company, an office committee composed of three (3) members; one (1) member of the committee should be designated as the Chairperson and the Company will recognize the said committee for the purpose of handling any grievance or bargaining on any matter properly arising from time to time during the continuance of this agreement.
- (i) An alternate Committee person shall be allowed to act when any of the regular Committee persons are absent.
  - (ii) The Chairperson referred to in Article 6.01 (a) will be required to work the day shift only.
- (b) The Chairperson of the negotiating committee shall be permitted to investigate appeals, including the investigation of the circumstances in connection with the original grievance as lodged.
- (c) Committee persons will be allowed to consult with the Chairperson of the office committee regarding a grievance. If required, the Union Committee will be allowed to consult with the National Representative and/or the Local Union Representative on-site or off-site concerning Green Shield grievances without loss of pay.
- (d) A National Representative and/or local Union Representative may be present and participate in any meetings between the office committee and the Company.
- (e) The Union recognizes that members of the office committee have regular duties to perform in connection with their employment and such members will not leave their regular duties before obtaining permission from their Supervisor. In addition, the Union recognizes that all other members of the bargaining unit have regular duties to perform in connection with their employment, and such members will not leave their regular duties for the purpose of consulting with members of the union committee before obtaining permission of their Supervisor. Such permission shall not be unreasonably withheld and, in accordance with this understanding, the Company will compensate such members for time spent in processing grievances or complaints during working hours.
- (f) The Union agrees to supply the Company with the names of the

Chairperson and Committee persons and to keep such list up to date at all times.

- (g) Permission will be granted for balloting on Company premises for election of Committee persons and for local Union elections.
- (h) The Union and members of the Union shall not on Company time, conduct union activities, except as in this Agreement expressly provided, nor shall union meetings of any kind be held at any time on the Company's premises without the prior written consent of the Company.
- (i) The Company agrees to provide the committee with a locking file cabinet to carry out their Union responsibilities.
- (j) The Company agrees to provide the Union with an opportunity to meet with new union employees as part of the New Employee Orientation Process. Furthermore, the Union will provide the Company with a section pertaining to the Union at Green Shield Canada which will be included in the New Employee Orientation Manual.
- (k) The parties agree to recognize that the Women's Advocate in the workplace will be one (1) of the committee persons.

The advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary. The Company agrees to provide the Women's Advocate accessibility for female employee's to meet in private so that confidentiality can be maintained when a female wishes to meet with the Advocate.

The Company and the Union will develop appropriate communications to inform female employee's about the advocacy role for the Women's Advocate.

The Company agrees to pay for lost time up to a total of five (5) days for the first year and up to three (3) days in each subsequent year for the Women's Advocate to attend scheduled courses. The Company will also pay registration fees plus travel and lodging to a maximum of \$150 per day.

The union agrees that the activities of the Women's Advocate will be coordinated with those of the Company in relation to matters such as EAP, wellness programs and the sexual or workplace harassment policy.

## **ARTICLE 7 - CONFERENCES**

- 7.01 (a) Conferences between the Company representatives and the committee for discussion of matters other than grievances, shall be called when agreed upon. Matters proposed to be discussed at any such conference shall be listed on an agenda to be supplied by the party requesting the conference to the other party not less than twenty-four (24) hours before the time for which the conference is arranged. A National Representative and/or Local Union Representative may be present at such conference. Committee persons will not lose pay while attending such conference if held in regular working hours.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 (a) If a grievance or dispute should arise between the Company and the Union, or between the Company and an employee or a group of employees with respect to the terms of this agreement and its written supplements, such grievance or dispute shall be taken up in accordance with the procedure outlined herein. Prior to filing a grievance, there will be a discussion between the Union Representative, and the Supervisor.
- (b) (1) No complaint or grievance will be considered which is not submitted to the immediate supervisor under Step 1 within five (5) working days after becoming aware of the circumstances giving cause to the grievance.
- (ii) Retroactive monetary claims shall be limited to the sixty (60) day period prior to the date the grievance was first submitted in writing to the Company.
- (c) Grievance regarding discharges or disciplinary layoffs must be filed within three (3) working days from the date of discharge or commencement date of the layoff. The employee involved must sign the grievance.
- (d) (i) It is agreed that no grievance shall be valid unless appealed within the time limits established in each step of the grievance procedure.
- (ii) Failure by the Company to meet the time limits established in each step will result in the Company conceding the grievance without precedence or prejudice.

- (iii) The time limits set out in the Article may be extended in any step for an agreed period, by mutual agreement of the Union and the Company.

## **8.02 Step 1:**

Any employee or group of employees having a grievance shall first submit the grievance in writing to his/her immediate supervisor through his/her appropriate union representative. In the case of a group grievance, a minimum of two (2) employees will sign the grievance. The supervisor shall deal with the written grievance and render his/her decision therein in writing not later than the third working day next following the day upon which he/she received the written grievance.

If the decision of the supervisor is not accepted, the employee may appeal, in writing, to the Human Resource Manager through the Chairperson of the committee within three (3) working days after the delivery of the decision.

## **Step 2:**

If the grievance is appealed to this step as provided above, it shall be placed upon an agenda for consideration at a mutually agreed upon meeting between the Company and the committee. The agenda, if any, shall be given to the Human Resource Manager and a meeting held within five (5) working days after receipt of the agenda from the Union. The Company's decision shall be rendered to the Chairperson in writing within three (3) working days of the meeting.

## **Step 3:**

If the Company's decision is not satisfactory to the Union, the grievance may be appealed to an impartial umpire as provided for in the arbitration procedure defined in Article 9 of this agreement, by serving written notice of appeal to the Human Resource Manager through the Chairperson of the Committee within five (5) working days of the Company's decision.

At meetings occurring during any step in Article 8.02, the Union may be represented by Local, Regional and/or National representatives. The Company shall be advised of such attendance prior to the date of the meeting.

- 8.03 (a) In order to clarify this procedure, it is confirmed that upon consideration of a grievance at a conference between management and the committee, if the griever so requests, he/she shall be entitled to be heard, provided that in the case of the

group grievance, only one (1) of the group shall be so entitled.

- 8.04 (a) The agenda, for such required meetings shall be supplied to the Human Resource Manager at least twenty four (24) hours before the conference at which the appeals therein are listed for discussion.
- 8.05 (a) For the purpose of the grievance procedure, the expression "working day" when used in this agreement shall mean and include Monday to Friday inclusive (excluding holidays and vacations).
- 8.06 (a) A policy grievance may be lodged by the Chairperson directly into Step Two to the Human Resource Manager within five (5) working days after occurrence. The Human Resource Manager shall review the grievance and render his/her decision within three (3) working days of receipt of the grievance. If the decision is not satisfactory to the Chairperson, he/she may then appeal the grievance to the umpire in accordance with Article 8.02 Step Three of the grievance procedure.
- 8.07 (a) The Company will provide the Union with all appropriate information pertaining to a grievance or grievances unless such information is considered personal or confidential by the Company.

Only upon written authorization by the grievor will the Company release to the Union such information considered as personal or confidential.

## **ARTICLE 9 - ARBITRATION**

- 9.01 (a) Failing settlement, within five (5) working days, either party may notify the other of its intention to submit the grievance to arbitration and shall nominate an arbitrator. If the two parties do not agree upon an arbitrator within five (5) days of the notice, either party may request the Minister of Labour for Ontario to appoint an arbitrator.
- (b) The arbitrator shall not alter, add to, subtract from, modify or amend any part of this agreement. This shall not prevent him/her from setting aside or modifying a penalty which he/she considered to be unjust or unreasonable.
- (c) All decisions of the arbitrator arrived at in accordance with the provisions of this agreement shall be final and binding upon the

Company, the Union, and all persons concerned.

The expenses of the arbitrator shall be shared equally by the Company and the Union.

- (d) An employee or group of employees appearing before the arbitrator on the hearing of their appeal shall, if their grievance is sustained by the arbitrator, be paid by the Company at their regular rate for such time so expended by them at the hearing as may be certified by the arbitrator to have been reasonably necessary for the purpose of such hearing.
- (e) In the event of an appeal to an arbitrator under this Article, a full-time official or representative of the Union or of the National Union will, on request made to the Human Resource Manager, be permitted to view the office operation which is to be the subject of review by the arbitrator in the hearing before him/her on such appeal.
- (f) The grievance procedure herein before prescribed shall apply to a grievance lodged by a group of employees, save that an appeal on a group grievance shall not be rejected on the ground of lack of signatures by the employees alleging the grievance.

## **ARTICLE 10 - SUSPENSION AND DISCHARGE**

- 10.01 (a) A suspended employee or discharged person, his/her committee person, and/or the Chairperson shall have the opportunity of meeting the Human Resource Manager / designated representative before the employee leaves the premises. Written notice of suspension or discharge and reasons therefore will be given to the employee concerned or person discharged and a copy thereof shall be forwarded to the Chairperson.
- (b) If a suspended employee or discharged person wishes to present a grievance against his/her suspension or discharge, he/she shall, through his/her committee person, present it to management within three (3) scheduled working days after written notice to the employee of his/her suspension or discharge. Management shall render a decision to the Chairperson within three (3) working days of the submission. If the decision is unsatisfactory, a conference may be arranged between Management and the Committee, within five (5) working days, to appeal the suspension or discharge.

A National Representative and/or local Union Representative may be present at such conference.

Management shall render a decision to the Chairperson within three (3) working days of this conference. If this decision is unsatisfactory, the grievance may be submitted to arbitration as outlined in Article Nine (9).

- (c) A grievance involving the suspension or discharge of an employee may be disposed of by the Company and the committee, or by the arbitrator, by confirming the Company's decision to suspend or discharge the employee, or by reinstating the employee or discharged person with full seniority rights and compensation of lost earnings, or by any other arrangement which is just and equitable.
- (d) The procedure in this section equally shall apply to a grievance lodged by a group of employees.

## **ARTICLE 11 - ADMINISTRATION OF DISCIPLINE**

- 11.01**
- (a) When an employee is called to an interview by the Human Resource Manager / designated representative for the purpose of investigating alleged misconduct, the Chairperson and/or designated representative will be present at such meeting.
  - (b) If, following such investigation, such employee is suspended or given warning, he/she shall be given written notice of such suspension or warning and reasons therefore, with a copy to the Chairperson.
  - (c) If an employee is to be discharged, there must first be a meeting held with the Human Resource Manager, the employee concerned and the Chairperson. In the event that the employee refuses to attend the meeting, a written notice of discharge may be forwarded to the employee by means of registered mail, and a copy thereof shall be forwarded to the Chairperson.
  - (d) Where a written warning has been given to an employee such written warning shall remain against the record of the employee for a period of six (6) months of work.

When an employee has been suspended, such suspension shall remain against the record of the employee for a period of fifteen (15) months of work.

At the expiration of the time periods stated above, the disciplinary records and/or files shall not be used in any future disciplinary action, grievance or arbitration. The records and/or

files will be returned to the employee, and the Chairperson will be notified of such action.

## **ARTICLE 12 - SENIORITY**

- 12.01** (a) All new employees shall be considered on a probationary basis for their first ninety (90) calendar days with the Company within any period of twelve (12) consecutive months. Employees shall be considered probationary employees until they have become eligible for the seniority list and probationary employees shall not have any seniority rights. Upon completing the probationary period, an employee shall be entitled to have his/her name placed on the seniority list and employees' names shall appear on the seniority list in the order of their respective dates of hiring. The retention of probationary employees shall be at the discretion of the Company.
- (b) Fundamentally the rules herein respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Company, consistent with consideration of ability and qualifications.
- (c) The seniority of an employee shall be considered on an office-wide basis in respect to promotions, transfers, demotions, layoffs and in recalling employees from layoff, provided however, that the Company shall, in the event of a reduction of available work, retain at work the employees having the greatest amount of seniority, provided that these employees possess the ability and qualifications required by the Company to satisfactorily perform the work available and the employee is prepared to accept the status of the position, (ie.full-time or part-time).
- (d) Notwithstanding his/her seniority status, the chairperson of the committee shall be continued at work in a full-time position when bargaining unit work is available.
- (e) Notwithstanding his/her seniority status, the first Alternate of the Committee shall be continued at work when bargaining unit work is available, provided the person has the ability and qualifications to perform the available work.

### **12.02 Layoff and Recall**

When there is a reduction in the work force, the following procedure shall apply:

- (a) Agency and probationary employees, in that order, will be laid off first, provided the remaining employees have the ability and qualifications to perform the available work.
- (b) Employees within the classification where the reduction occurs will be laid off in inverse order of seniority. The employee affected by such reduction will displace the most junior employee in any classification provided they have the ability and qualifications to perform the job.

Inability to displace another employee will result in layoff.

- (c) When there is an increase in the work force, laid-off employees will be recalled according to seniority, provided they possess the ability and qualifications to perform the available work.
- (d) A list of employees to be laid-off will be made available to the Chairperson and the employees informed of layoff at least ten (10) working days prior to the layoff becoming effective, or alternately the Company will pay any employee laid-off two (2) week's salary in lieu of such notice provided the layoff is for more than five (5) working days.
- (e) An employee, while retained on the seniority list during layoff, accumulates seniority during such period.
- (f) Seniority lists shall be posted in the office by the Company on an office-wide basis, showing the employee's name, job classification and seniority date of each employee covered by this agreement. It is incumbent on the employee to verify the accuracy of the seniority list.
- (g) The Company shall post revised seniority lists every three months. A copy of the seniority list as posted shall be supplied to each committee member. The lists so supplied shall include the names of seniority employees then on layoff.
- (h) When a short term reduction within the department / classification is required, the following procedure will apply as long as the lower seniority people are capable of performing the required job functions:

The highest seniority employee and subsequent highest seniority employees will be offered the layoff. If such employees decline the layoff, the layoff procedure defined in Article 12.02 (a), (b), (c), (d), (e), (f) and (g) will apply.

If the employees in question accept the layoff, the following procedure will apply, not excluding Article 12.02 (c), (d), (e), (f) and (g):

A time frame for short term layoffs will be in thirty (30) calendar day increments. The Company has the right to recall an employee(s) at any time during the thirty (30) day incremental period(s).

If the layoff is expected to extend beyond the first thirty (30) calendar day period, the employee(s) currently on layoff will be informed about the extension on day twenty (20) at which time they must decide to return to work or remain on layoff for another thirty (30) calendar day period. This procedure will repeat itself for as long as the reduction in the workforce is required.

It is incumbent upon the employee(s) to keep the Company informed concerning where they can be contacted while on layoff.

### **12.03 Loss of Seniority**

Employees shall lose their seniority for the following reasons only:

- (a) They quit.
- (b) They are discharged, and the discharge is not reversed through the grievance procedure.
- (c) They fail to notify the Company when they are absent for 3 or more consecutive working days and are unable to furnish a legitimate reason for such failure.
- (d) They fail to return to work within five consecutive working days after notification to do so to their address on record with the Company, unless they furnish legitimate reasons for such failure.
- (e) If an employee is not called upon to work for the company for a period of 24 months or for a period equal to their seniority at the date last worked, whichever is greater.
- (f) The Company will accept as satisfactory reason under (c) and (d) for absence up to ninety (90) days, an employee's conviction for an offence arising out of the operation of a motor vehicle or if

he/she is held in custody pending disposition of any charges.

- (g) If an employee on the seniority list is transferred or appointed to a Management position excluded from the bargaining unit, his/her seniority will be frozen at the level accrued prior to the transfer from the bargaining unit. For a period of ninety (90) days, the employee may choose to return or be returned to their original position in the bargaining unit.

After the ninety (90) day period, if such seniority employee is laid off or transferred from their non-bargaining unit position, they shall have the opportunity to post for a job that has not been filled through the job posting procedure, and/or layoff and recall procedure. Their new seniority date shall be that which was accrued prior to such transfer.

If an employee on the seniority list is transferred or appointed to a Non-union position excluded from the bargaining unit, his/her seniority will continue to accrue for a period of up to fifteen (15) months. During this period of time he/she will continue to pay union dues based on their rate of pay for the position that he/she held prior to leaving the bargaining unit, he/she will continue to be members of the Union Pension Plan, the Union benefit plans and vacation entitlement. If this employee returns to the bargaining, within the timelines outlined above, he/she will return to the position that he/she held prior leaving the bargaining unit. The position vacated will be posted in accordance with Article 13-Job Posting.

- (h) If the employee overstays a leave of absence granted by the Company without securing an extension of such leave from the Human Resource Manager furnishing a legitimate reason for failing to return to work.
- (i) If the employee accepts permanent full time employment while on leave of absence.

## ARTICLE 13 - JOB POSTING

**13.01** Posting of jobs within the bargaining unit shall be carried out in accordance with the following procedure.

- (a) When an opening occurs, the Company will post a notice on the bulletin board and on the Company's HR Intranet for two (2) consecutive working days. Each notice of opening shall contain the rate of pay for the position and a proper description of the requirements of the posted position. Such opening will not be filled before the expiry of the two (2) day period.

If a job posting is not filled within six (6) months, the job posting will be expired and if required, it will need to be posted again.

- (b)
  - (i) The employee having the greatest seniority will receive the position, provided that he/she has the necessary ability and qualifications to perform the work required. The Chairperson shall be told within three (3) working days who has been accepted to fill the vacancy and the successful applicant's name shall be posted for two (2) consecutive working days.
  - (ii) The Company assures the Union that the qualifications established for any job classification will be commensurate with the duties and responsibilities of that job classification.
  - (iii) The Company will discuss with the Union prior to posting a job, any changes in qualifications of an existing job classification or qualification required for a new job classification. When the Union disagrees with the qualifications established by the Company for a job to be posted, the Union may lodge a grievance under Section 8.01 of the Collective Agreement.
  - (iv) In the event the qualifications for a position changed, the Company agrees that no incumbent who has satisfied the requirements of Section 13.01 (b) (i) and, who has the ability to perform the required duties, will be removed from his/her job because he/she lacks the new qualifications required by the Company.
- (c) An employee who wishes to be considered as an applicant for any opening which may occur in a different classification during the time they are on vacation shall make their intentions known to management in writing on a form provided by management,

prior to leaving on vacation. Such employee shall be allowed to apply for the job posting provided that the application is made within two working days after his/her return to work.

- (d) Employees may down-bid for posted positions provided they are prepared to accept the new classification and its accompanying salary range at the level of seniority that they are currently at.
- (i) Probationary employees will only be considered eligible for a posted job when no member of the bargaining unit has qualified or applied for the posted position and provided that the probationary employee has the ability and qualifications to satisfactorily perform the work required.
- (e) (i) As a result of any one permanent vacancy not more than four (4) jobs will be posted, the original vacancy and three (3) positions vacated by the successful applicants.
- (ii) If the job posting process in section i) above results in further vacancies in the Customer Service Centre or Afternoon Claims shift, the Company will make every effort to move the highest single seniority employee per shift in the Customer Service Centre (CSC) and on the Afternoon Shift in Claims to the next earliest shift. The last vacancy will be filled with the highest seniority employee in either the Part Time Pool or from Part Time CSC.

In relation to the above process, the order of assignment, by shift and based on seniority would, as applicable, be as follows:

- Part Time Pool or PT CSC to Afternoon Claims
- Afternoon Claims to CSC Shift 5
- CSC Shift 5 to Shift 4
- CSC Shift 4 to Shift 3
- CSC Shift 3 to Shift 2

(iii) In the event that the process outlined in section (ii) above becomes unmanageable due to a significant increase in the volume of postings or where a significant change in business conditions require it, the Company and the Union will meet to review and mutually agree on a modified posting process.

(iv) The trial period for permanent positions is 10 days.

- (iv) If an employee posts into a new or vacant position, they must remain in the position for a period of 6 months except where the employee is moving from a part time to a full time position, to a different shift in CSC or from Afternoon Shift to CSC .
- (vi) The Company will post duration unknown positions after 2 years as permanent positions on the understanding that if the employee returns to their position the most junior employee in the classification will be bumped.
- (f) An opening that is temporary in nature as a result of pregnancy, disability or bereavement leave will be posted if necessary, as temporary. All temporary job postings will be posted with the estimated start and finish dates of the posting.

The secondary opening created by the move of the successful temporary applicant will be filled by assignment from the Part Time Pool. On the employee's return to work from temporary absence, they will be returned to their original section within the classification at the time of such leave, provided such position would have been available had the leave not been taken. Any other employees affected thereby will also be so returned to their former positions.

An employee who uses their seniority to post into a temporary posting, or is assigned through the job posting process to a temporary posting, must complete the term of the temporary posting they posted into or been assigned to, except where a part time or full time employee has an opportunity to post into a permanent part time or full time position. An employee applying for a temporary posting must be prepared to fill the full term of the temporary posting.

There will be no trial period for temporary postings.

An employee is not eligible to post for another temporary posting unless the start date of the second temporary posting is after the end date of their current temporary posting or assignment.

In the event such opening becomes permanent in nature, the job will be re-posted as a permanent opening and Article 13.01 will apply.

- (g) Agency employees will be used for periods of less than ninety

(90) days in the Accounting, Programming, Data Entry and Computer Operations' areas, and are to be subject to the provisions of Article 3.01. The committee will be informed when they will be used.

- (h) All jobs vacated due to attrition of any kind must be posted.
- (i) The Union agrees that it shall be the responsibility of the employee to keep the Company advised of any upgrading in the employee's qualifications and/or job skills.
- (j) Within the training period as defined on the job posting, an employee may return to their original position if they so choose, or, if they fail to meet the job requirements, the training period may be extended.

## **ARTICLE 14 - TYPES OF LEAVE**

### **14.01 Leave of Absence Without Pay**

An employee may apply for a leave of absence as set out in Article 14. A leave of absence shall be granted for death or serious illness in the immediate family, union activities, vacation, bereavement, compassionate reasons, pregnancy, paternity and adoption. Where such indefinite leave is granted the employee will give a two week notice in writing of his/her intention to return to work.

Leave of absence provisions as outlined in the Collective Agreement and in legislation, specifically the Employment Standards Act will be coordinated.

- (a) Any employee desiring a leave of absence shall make application to his/her supervisor. All requests for leave of absence shall be made on forms provided by the Company and shall be dealt with by the Human Resource Manager. The decision of the Human Resource Manager with regard to any such request shall be rendered within seven (7) working days. Only those employees who have completed their probationary period will be qualified for a leave of absence unless he/she is entitled to such leave under the Employment Standards Act.
- (b) The record of the disposition of any such applications shall be available for inspection by the Chairperson of the office committee.

- (c) (i) An employee with seniority elected to or appointed to an elective office of the Union, the nature of the duties of which office would require him/her to absent himself/herself from his/her employment with the Company, shall, upon his/her request in writing, be entitled to a leave of absence. Upon application in writing by such employee to the Company within thirty (30) days prior to the expiry of any such leave of absence, he/she shall be re-employed without loss of seniority.
- (ii) An employee with seniority elected or appointed to part time office within the Local Union the nature of the duties of which would require him/her to absent himself/herself from his/her employment with the Company will, upon his/her request in writing, be entitled to a leave of absence. Union requests for such leave shall be made a minimum of ten (10) days before the requested leave begins.
- (d) The Company will grant to two (2) employees two (2) leaves of absence for Union activities for a period not to exceed fourteen (14) calendar days each, provided, however, that it shall be a condition precedent to the Company's granted leave of absence that the Union notifies the Company at least ten (10) days before such requested leave begins. The Company can give consideration to the need to meet departmental staffing requirements.
- (e) The Company will grant to any employee, without loss of seniority, a leave of absence for a period not to exceed one hundred and eighty (180) days for death or serious illness in the immediate family.
- (f) The Company will grant to any seniority employee, a leave of absence, without pay, for compassionate purposes, as long as such leave has been justified to the Manager, Human Resources. This leave must be for a minimum of three (3) weeks and a maximum of eight (8) weeks in duration. However, the Manager of Human Resources will consider leaves for a lesser period of time.

All requests for compassionate leave must be made in writing and directed to the Manager of Human

## Resources.

- (g) The Company may consider a leave of absence without pay for personal and/or family related events that are unusual and extraordinary, and are not otherwise covered under the Collective Agreement or under the Employment Standards Act. The event must be unplanned and out of the employee's control and have the possibility of serious negative consequences if not responded to. Each request will be given independent consideration.

It is understood that an employee taking such a leave will not be forced to forfeit a corresponding number of vacation and/or float days.

### **14.02 Bereavement Leave**

A leave of absence with pay up to a maximum of five consecutive scheduled working days for a spouse (legal or common-law, including a same sex partner), child, parent, parent-in-law and/or step-parent and three consecutive scheduled working days for all others defined below as immediate family (exclusive of Saturdays, Sundays, and holidays) shall be granted to an employee attending the funeral or equivalent bereavement custom of an immediate member of his/her family.

The immediate family being defined as, the spouse, (legal or common-law, including a same-sex partner), children, step-children, grandchildren, son-in-law and daughter-in-law, parents, parents-in-law, step-parents, grandparents, great-grandparents, grandparents of the current spouse, brothers, step-brothers, brothers-in-law, sisters, step-sisters and sisters-in-law.

In the case of death of aunts, uncles, great aunts, great uncles, nieces and nephews of the employee or the employee's spouse, the day of the funeral, if it is a normally scheduled working day will be granted without loss of pay, provided that the employee attends such funeral.

In the event that the employee cannot attend the funeral for an immediate member of his/her family or his/her spouse's family, one day compassionate leave with pay shall be granted.

A one day unpaid leave will be granted for an employee to attend the funeral for a friend or other person not covered in the Collective Agreement or Employment Standards Act. This leave will be allowed three times in the term of the Agreement. (Employee's must be able to provide proof of attendance if required)

Employees will be entitled unpaid time to attend only the funeral service of a co-worker, co-worker's spouse or child limited by departmental staffing requirements.

In all cases, additional days off may be requested as leave of absence.

If a death in the immediate family occurs while an employee is on vacation, a leave of absence with pay of up to a maximum of three consecutive working days shall be granted an employee attending the funeral.

Vacation days scheduled for a period covered by such bereavement leave may be re-scheduled subject to the approval of management and provided they do not interfere with scheduled vacations of other employees regardless of seniority.

### **14.03 Casual Leave**

The Company will continue its practice of paying seniority salaried employees, for casual absences, when such absences are for justifiable and proper causes and are reasonable in amount. It is incumbent on the employee to reasonably establish that the absence was for a justifiable and proper cause. If an employee believes the Company has denied payment of a casual absence without sufficient cause, the employee may submit a grievance in the grievance procedure.

For the purposes of ESA co-ordination, paid casual appointments less than 3.75 hours will be counted as one half (0.5) of an ESA day.

### **14.04 Sick Leave**

The Company will continue its practice of paying employees for absences due to illness during the calendar year.

An employee with continuous service of one (1) year or over, as of January 1st, will be eligible for twenty (20) days sick leave. Employees with less than one (1) year of continuous service will be entitled to such pro-rated leave from date of hire, after the employee has achieved seniority up to a maximum of twenty (20) days.

If an employee is on an extended sick absence (more than 20 consecutive days) and he/she has not qualified for U.I.C. sick benefits, W.C.B., L.T.D. and/or compensation from any source relating to their illness, he/she will only be entitled to a pro-rated leave for the full calendar months he/she was entitled to those benefits and for the full calendar months that he/she

worked, in the previous year.

It is incumbent upon the employee to properly notify their supervisor, (or equivalent), directly in the case of illness and time off. In the event the absence is longer than one day, the employee shall call in each morning unless the employee has previously stated the duration of convalescence.

Employees hired during the year will be entitled to such leave pro-rated from date of hire, after the employee has achieved seniority.

The Company will provide a Short Term Sick and Accident Plan through a carrier selected by the Company. The weekly benefit amount of this plan will be equal to 60% of the employee's gross pre-disability income. Any eligible benefit under this plan will be payable from the first day of hospitalization, first day of accident and eighth day of illness. This coverage will terminate on the date of the employees 70<sup>th</sup> birthday.

The Company will top-up this benefit (40%) for a period equal to any eligible unused sick days to a maximum of 20 days. The number of days that the top-up is paid will be subtracted from eligible sick days.

The Company will provide a Long Term Disability Plan through a carrier selected by the Company. The benefit of this plan will be equal to 60% of the employee's pre-disability income. This amount will be adjusted annually to reflect any increase in the Consumer Price Index, but in no case will the increase be more than three (3) percent. This new benefit level applies to all employees who file, and qualify for L.T.D. benefits after the effective date of this agreement. The waiting period of this plan shall be one hundred and twenty days (120) during which time the employee would be eligible to apply for sick benefits under the Sick and Accident Plan. This coverage will terminate on the date of the employees 65<sup>th</sup> birthday.

All Social Security coverage as set out in Article 17 of this agreement will be paid in full by the Company during any disability leave, but not beyond a period equal to the employee's seniority. Coverage may be extended beyond this period by remitting the monthly premiums to the Company on or before the 10th of each month for covered benefits.

Dental expense coverage will be paid by the Company through the month following the month which the disability leave begins. Thereafter, the employee may continue dental coverage during the disability leave by paying the required contributions, but not beyond a period equal to the employee's seniority.

## 14.05 – Pregnancy/ Adoption and Paternity Leave

A leave of absence for any employee shall be granted for pregnancy/paternity and adoption reasons in accordance with the following conditions:

- (a) (i) The Company will grant to any male employee who is the parent of a child and who has been an employee for at least 13 weeks, an unpaid paternity leave for up to 37 weeks. The parental leave must commence within 52 weeks after the birth of the child or after the child first comes into their custody, care and control. The employee will continue to accrue seniority during such leave and the Company will continue their benefits as outlined in the Employment Standards Act, effective September 4, 2001.
- (ii) An employee who is entitled to a parental leave must give the Company written notice at least two weeks prior to the commencement of the leave which indicates the duration of the leave. If the employee wishes to return from the leave earlier than he originally indicated, he must give the Company at least three weeks written notice.
- (b) (i) The Company will grant to any female employee who is the mother of a child and who has been employed for at least 13 weeks an unpaid leave of absence for pregnancy or adoption purposes. This leave will be for a period of up to 12 calendar months after the termination of the pregnancy or from the time the child first comes into custody, care and control of the mother. The employee will continue to accrue seniority during such leave and the Company will continue their benefits as outlined in the Employment Standards Act, effective September 4, 2001.
- (ii) The employee must request the leave in writing a minimum of two weeks prior to taking the leave which indicates the duration of the leave. In the case of a pregnancy leave, the employee must also present certification from her physician which indicates her estimated date of delivery. If the employee wishes to return from the leave earlier than she originally indicated, she must give the Company at least three weeks written notice.

- (iii) An employee with less than 13 weeks service will be granted a pregnancy leave, but she will not accrue seniority during such leave and will not be eligible for continuation of benefits during such leave.

#### **14.06 Vacation Leave of Absence**

A leave of absence for the purpose of extended vacation will be granted for a minimum of one (1) day or one (1) week to a maximum of four (4) weeks. All vacation time including floating holidays and days in lieu, must be scheduled before a leave of absence without pay will be granted.

Regular vacation requests will have precedence over leave of absence requests and the granting of any vacation leave of absence will be consistent with departmental requirements. A vacation leave of absence will be granted a maximum of four times in the lifetime of this agreement.

### **ARTICLE 15 - HOURS OF WORK & SHIFT PREMIUM**

- 15.00** (a) The normal work week for each employee shall consist of thirty-seven (37) hours and shall be worked as follows; seven and one-half (7 1/2) hours per day Monday through Thursday and seven (7) hours on Friday with the exception of Computer Operations.

It was agreed to discontinue the use of a punch clock as of April 5th, 1980.

- (b) **First Shift:**  
Monday to Thursday  
8:30 a.m. to 4:30 p.m.  
1/2 hour lunch

Friday  
8:30 a.m. to 4:30 p.m.  
1 hour lunch

**Second Shift:**  
Monday to Thursday  
4:30 p.m. to 12:30 a.m.  
1/2 hour lunch

Friday  
4:30 p.m. to 12:00 a.m.  
1/2 hour lunch

## **Customer Service Centre**

The following are the shifts as defined for the Customer Service Centre. However, if the need arises for the Company to implement any additional shifts, the Company will engage in discussions with the Union prior to its implementation.

### **Shift 1:**

Monday to Thursday  
7:30 a.m. to 3:30 p.m.  
1/2 hour lunch

Friday  
7:30 a.m. to 3:30 p.m.  
1 hour lunch

### **Shift 2:**

Monday to Thursday  
8:30 a.m. to 4:30 p.m.  
1/2 hour lunch

Friday  
8:30 a.m. to 4:30 p.m.  
1 hour lunch

### **Shift 3:**

Monday to Thursday  
9:00 a.m. to 5:00 p.m.  
1/2 hour lunch

Friday  
9:00 a.m. to 5:00 p.m.  
1 hour lunch

### **Shift 4:**

Monday to Thursday  
10:00 a.m. to 6:00 p.m.  
1/2 hour lunch

Friday  
10:00 a.m. to 6:00 p.m.  
1 hour lunch

### **Shift 5:**

Monday to Thursday  
11:30 a.m. to 7:30 p.m.  
1/2 hour lunch

Friday  
11:30 a.m. to 7:30 p.m.  
1 hour lunch

**Expanded Hours:**  
Monday to Thursday  
7:00 a.m. to 7:30 p.m.  
1/2 hour lunch

Friday  
7:00 a.m. to 7:30 p.m.  
1 hour lunch

When the Company finds it necessary to go to expanded hours of operation, notice of a minimum of one month will be given to staff in the affected areas. Seniority people will be given preference as to hours of work. If, on a voluntary basis, departmental staffing requirements are not met, management will fill the positions with low seniority employees from the areas.

On the first shift where a holiday falls on a Friday one (1) hour off for lunch shall be granted on the immediate preceding workday.

On the second shift where a holiday falls on Friday the quitting time shall be 12:00 a.m. on the immediate preceding workday shift.

- (c) Employees employed on the second shift or scheduled to work past 4:30 p.m. under the Expanded Hours or in the Customer Service Centre shall receive in addition to their base pay for the pay period, five (5) percent additional compensation for all hours worked past 4:30 p.m. Employees employed on the third shift or scheduled to work prior to 8:30 a.m. under the Expanded Hours or in the Customer Service Centre shall receive, in addition to their base pay for the pay period, 10% additional compensation for all hours worked prior to 8:30 a.m.
- (d) An employee must remain on the shift for which he/she is hired unless an opening occurs on a different shift in which case the employee may apply for such opening as set out in Article 13 of this agreement.

### **15.01 Rotating Three Shifts**

- (a) The normal work week for each employee that rotates three (3) shifts shall consist of 37 hours and all employees who are required to work three (3) shifts, will work on a rotating shift basis.

- (b) The shifts will be as follows:

**First Shift**

Monday to Thursday

8:00 a.m. to 4:00 p.m.

1/2 hour

Friday 8:00 a.m. to 4:00 p.m.

1 hour lunch

**Second Shift**

Monday to Thursday

4:00 p.m. to 12:00 a.m.

1/2 hour lunch

Friday 4:00 p.m. to 12:00 a.m.

1 hour lunch

**Third Shift**

Monday to Thursday

12:00 a.m. to 8:00 a.m.

1/2 hour lunch

Friday 12:00 a.m. to 8:00 a.m.

- (c) Employees working on the second and third shifts shall receive, in addition to their base pay for the pay period, shift premium as per Article 15.00 (c).
- (d) Shift premium will be included on all hours scheduled on the second and third shifts on paid holidays.

## **15.02 Continental Shifts**

All employees who work on the Continental Shift schedule will receive the following:

- (a) The shift differential on all compensated hours is 20%.
- (b) All hours worked on any holiday as defined in Article 16.01 of the Collective Agreement shall be paid for at a rate of one times the base hourly rate, in addition to the holiday pay for the day plus a day off in lieu of the holiday.
- (c) If any holiday as defined in Article 16.01 of the Collective

Agreement falls on an employee's regular scheduled day off, he/she will be given a day off in lieu of the holiday.

- (d) Sick and vacation time provisions will be as defined in Articles 14.04 and 16.00 respectively of the Collective Agreement. The equivalents are as follows:

<b>Regular Days</b>	<b>Equivalent Continental Shift Days</b>
10	7
15	10
20	13
25	16
30	19

- (e) Bereavement leave will be granted as indicated in Article 14.02. One regular day equals one continental shift day.
- (f) All hours worked beyond the regular scheduled hours will be paid at base time plus one-half time premium.
- (g) The lunch break is one-half hour in duration and is non-paid.
- (h) They will be granted three (3) fifteen (15) minute paid rest periods per day.
- (i) The starting time of the shifts and beginning day of the week are as follows:
  - i. **SHIFTS**  
 Days - 8:00 a.m. to 8:00 p.m.  
 Nights - 8:00 p.m. to 8:00 a.m.
  - ii. The work week shall begin at 8:01 p.m. on each Sunday.
- (j) Each employee who works on the continental shift schedule is required to work thirteen (13) shifts in a four (4) week period. He/she will change from day shift to night shift every four (4) weeks.
- (k) This Article applies to employees in the classification of Computer Operator. The Company can also operate a "Help Desk" area according to these terms if they decide that is necessary.

### **15.03 Old Language - Customer Service - Extended Hours**

All employees who work in the Customer Service Department on the Extended

Hours Schedule will receive the following:

- (a) The shift differential will be 3.0% on the hourly rate on all compensated hours. The hourly rate will remain the same as per the Collective Agreement and the Amended Pay Equity Plan for Bargaining Unit Employees. The annual rate will be divided by 1924 hours to determine the base hourly rate.
- (b) If any holiday as defined in Article 16.01, except the Christmas Shutdown holidays, falls on an employee's regular scheduled day off, he/she will be given a day off in lieu of the holiday.
- (c) Sick and vacation time provisions will be as defined in Articles 14.04 and 16.00 respectively of the Collective Agreement. The equivalents are as follows:

<b>Regular Days</b>	<b>Extended Hours Shift Days</b>
10	7
15	10
20	13
25	16
30	19

- (d) Bereavement leave will be granted as indicated in Article 14.02. One regular day equals one extended hours day.
- (e) All hours worked beyond the regular scheduled hours from Monday to Friday and all hours on Saturday will be paid at base time plus one-half time premium. All hours worked on a Sunday will be paid at base time plus one time premium.
- (f) The lunch hour period is one-half hour in duration and is non-paid.
- (g) The employees will be granted three (3) fifteen (15) minute paid rest periods per day.
- (h) The shift each day will start at 7:30 a.m. and finish at 7:30 p.m.
- (i) The vacation grouping shall include the PBX Operator. Qualification for vacation will be with employees scheduled to work on the day(s) requested for vacation. In general, one employee will be allowed to be off each day from Monday to Friday.
- (j) Dental mail, vision approvals, vision/hospital mail, audits, PBX

back-up, telephone inquiries and servicing walk-in customers will be general job functions of this department. The Company agrees to consult with the Union prior to changing any of the job functions.

- (k) The Company agrees to consult with the Union prior to changing any of the job functions.
- (l) The Company agrees to pay the Customer Service Representative Senior rate to the Senior or the Senior Back-Up when the Senior is not scheduled to work. If neither the Senior or the Senior Back-up are scheduled to work on a particular day, the Company agrees to pay the highest seniority person on that shift the Senior rate of pay.
- (m) All employees on this schedule will continue to be credited with 1924 base hours for Pension Plan purposes, even though the base year for this schedule is 1903 hours.
- (n) All of the above defined rules apply exclusively to the employees who work in the Customer Service Department.

#### **15.04 Overtime**

All overtime shall be voluntary, however, each employee will be expected to work his/her fair share of overtime within his/her department.

- (a) Subject to the provisions of Article 15.00, all hours worked in excess of seven and one-half (7½) hours Monday through Thursday, and seven (7) hours Friday, shall be paid for at the rate of one and one-half (½) times the employee's base hourly rate.
- (b) Subject to the provisions of Article 15.00, all hours worked on Saturdays shall be paid for at the rate of one and one-half (1½) times the employee's base hourly rate.
- (c) All hours worked on Sundays shall be paid for at the rate of two (2) times the employee's base hourly rate.
- (d) All hours worked on any holiday as defined in Article 16.01 of this agreement shall be paid for at the rate of two (2) times the employee's base hourly rate, in addition to his/her holiday pay for the day.
- (e) The employee's base hourly rate shall be determined by dividing his/her normal two weeks' salary by seventy-four (74).

- (f) Cost-of-living will be paid on the overtime premium, with the Cost-of-Living payment.
- (g) When an employee is called to work outside of their regular shift, or scheduled overtime, they will receive a minimum of four (4) hours' pay. The rate of pay would be in accordance with the overtime provisions outlined above.

### **15.05 Notice of Overtime:**

If overtime is necessary, an employee will be notified as follows:

- (a) Daily Overtime
  - notified four hours prior to the termination of their shift.
- (b) Saturday Overtime
  - notified prior to the termination of their normal preceding Thursday shift.
- (c) Sunday Overtime
  - notified prior to the termination of their normal preceding Friday shift.
- (d) Holiday Overtime
  - notified forty-eight (48) hours prior to the Holiday.

### **15.06 Offering of Overtime:**

The offering of overtime is as follows: to employees who have posted into or have been assigned to the department (except students), if is it not covered it will then be offered bargaining unit wide to persons who possess the immediate skills required to perform the work and lastly to students who possess the immediate skills required to perform the work.

Overtime and extra time shall be distributed equitably among the employees willing and able to perform the available overtime work.

### **15.07 MIS On-Call**

Employees who work in I.S. may be required to be on-call to be available to deal with system issues as they arise. An employee, who is on-call, must be available to respond immediately when paged or contacted and must remain capable to resolve system problems. In some cases, the employee may be able to resolve the problem from home, however, if not, he/she will be required to come to the workplace to

resolve the problem.

If an employee is scheduled to be on-call, he/she will be compensated as follows:

<b>Day</b>	<b>Rate of Pay</b>
Monday to Friday (For these purposes, a day is defined as the period of time from the end of their regular scheduled shift and the beginning of their next scheduled shift.)	\$20.00 per day
Saturday and Sunday	\$30.00 per day
Holidays (as defined in Article 16.01)	\$40.00 per day

If the employee is contacted while on-call, they will be paid the applicable overtime rate in accordance with Article 15.04 (a), (b), (c) or (d) for a minimum of two (2) hours or the period of time they work to resolve the problem.

If an employee is contacted and they are not on call, they will be paid in accordance with Article 15.04 (g).

### **15.08 Rest Periods**

All employees will be granted two (2) fifteen (15) minute rest periods per shift with the exception of Data Entry and Customer Service Centre. For employees scheduled to work 8:30 a.m. to 4:30 p.m., the first rest period will be taken between 10:00 a.m. and 10:45 a.m., the second to be taken between 2:30 p.m. and 3:15 p.m.

Should the Company have to operate on an expanded hours' basis, rest periods will be scheduled to fall between the mid point of a person's start and lunch time in the morning and the mid point between their lunch and finish time in the afternoon.

The rest periods for Customer Service Centre will be equal to one (1) fifteen (15) minute rest period in the morning and one (1) twenty (20) minute rest period in the afternoon.

The rest periods scheduled for the Data Entry Operators are as follows:

9:40 a.m. to 9:50 a.m.	-	10 minute break
11:00 a.m. to 11:10 a.m.	-	10 minute break
1:50 p.m. to 2:00 p.m.	-	10 minute break
3:20 p.m. to 3:30 p.m.	-	10 minute break

Employees on the second shift will be granted two (2) fifteen (15) minute rest periods per shift.

The first to be taken between 6:15 p.m. and 6:45 p.m., the second to be taken between 10:45 p.m. and 11:15 p.m.

## 15.09 Systems Releases

All employees who are required to start work prior to their regular scheduled start time to do work that is required for a systems release will be paid one half time premium in addition to their base hourly rate for all hours that they work prior to their regular scheduled start time.

## ARTICLE 16 - VACATION WITH PAY

### 16.00

- (a) Vacation with pay will be granted in accordance with the following provisions:
- i. An employee who has less than one (1) year of seniority as of January 1st shall be eligible for a paid vacation in accordance with the following:

<b><u>Full Calendar Months of Seniority as of January 1st</u></b>	<b><u>Amount of Vacation Allowance</u></b>
11 months	10 days
10 months	9 days
9 months	8 days
8 months	7 days
7 months	6 days
6 months	5 days
5 months	4 days
4 months	3 days
3 months	2 days
2 months	1 day
1 month	0 days

- ii. An employee with one (1) or more years of seniority as of January 1st shall be eligible for a paid vacation in accordance with the following:

<b><u>Year of Seniority as of Jan. 1st</u></b>	<b><u>Amount of Vacation Allowance</u></b>
1 year but less than 3	2 weeks
3 years but less than 7	3 weeks
7 years but less than 13	4 weeks
13 years, but less than 24	5 weeks
24 years or more	6 weeks

- (b) The vacation period shall be from January 1st of a calendar year through the last day of December of the same calendar year.
- (c) Vacations are to be taken during the vacation period as defined above. There is no payment in lieu of vacation not taken, nor can vacations be carried over into another vacation period except as provided that when an employee quits, is discharged, or terminates his/her employment by reason of retirement, after qualifying period has been fulfilled, any unused portion of his/her vacation will be payable as set forth in Section 16.00.

However, if an employee is unable to take all of their vacation because they are off work, on an approved WSIB, WI or LTD claim, after the qualifying period has been fulfilled, any unused portion of his/her vacation will be carried over into the following vacation period or will be payable as set forth in Section 16.00.

- (d) An employee who is entitled to a vacation with pay may, if he/she submits his/her request to the payroll department in writing not less than two (2) calendar weeks prior to the commencement of said vacation, be entitled to receive his/her pay for the vacation period prior to taking his/her vacation.
- (e) In order to be eligible for vacation allowance, an employee must have worked and/or received WSIB lost time, paid sick leave, (maximum 20 days), casual leave, bereavement leave, jury duty leave, holiday pay, or approved union leave, pregnancy/adoption leave (a maximum of an amount equal to the maternity/paternity leave provisions under the Employment Standards Act will be credited for this leave), for at least nine hundred (900) hours during the twelve (12) calendar months immediately prior to the applicable January 1st.

Where an employee has accumulated less than nine hundred (900) hours during such period as outlined above, he/she shall receive a pro-rata vacation based on the following:

<b>Number of Hours Worked</b>	<b>Percentage of Eligible Vacation</b>
900 and over	100%
810 - 899	90%
720 - 809	80%
630 - 719	70%
540 - 629	60%
450 - 539	50%
360 - 449	40%
270 - 359	30%
180 - 269	20%
90 - 179	10%
0 - 89	0%

In the pro-rata calculation of eligible vacation the vacation allowance shall be calculated to the nearest half-day.

- (f) Where an employee quits, or is discharged prior to the fulfilment of the qualification period, payment will be in accordance with the applicable provincial requirements.
- (g) Every effort will be made to provide an employee with his/her allowance at the time requested.
- (h) Consistent with departmental requirements, senior employees in the department will be given preference when selecting vacation time.
- (i) Vacation payments shall be made at the employee's straight time hourly rate, exclusive of shift and overtime premiums.
- (j) When a laid-off employee has been paid vacation pay as per the Provincial requirements and is subsequently returned to work, such payment will be deducted for his/her eligible vacation payment or entitlement for the applicable period.

### 16.01 Paid Holidays

No employee covered by this agreement shall have his/her salary reduced by reason of observance of the following holidays:

<b>Holiday</b>	<b>1st Year Mar. 1, 2008 to Feb. 28, 2009</b>	<b>2nd Year Mar. 1, 2009 to Feb. 28, 2010</b>	<b>3rd Year Mar. 1, 2010 to Feb. 28, 2011</b>
Good Friday	March 21	April 10	April 2
Easter Monday	March 24	April 13	April 5
Victoria Day	May 19	May 18	May 24
Canada Day	July 1	July 1	July 1
Civic Holiday	August 4	August 3	August 2
Labour Day	September 1	September 7	September 6
Thanksgiving Day	October 13	October 12	October 11
Christmas Shutdown	Dec. 24, 25, 26, 27*, 28*, 29, 30, 31, Jan. 1	Dec. 24, 25, 26*, 27*, 28, 29, 30, 31, Jan. 1	Dec. 24, 25*, 26*, 27, 28, 29, 30, 31, Jan. 1*
Heritage Day	Float	Float	Float
1) Personal Paid Holiday	Float	Float	Float
2) Personal Paid Holiday	Float	Float	Float
Employee's Birthday	Employee's Birthday	Employee's Birthday	Employee's Birthday
* these days only apply to the employees who are working on the Continental Shift Schedule,			

provided they meet all of the following eligibility rules, unless otherwise provided herein:

- (a) The employee has completed ninety (90) calendar days of employment as of the date of the holiday, unless he/she is entitled to holiday pay in accordance with the Employment Standards Act.
- (b) The employee must have worked the last scheduled work day prior to, and the next scheduled work day after such holiday.
- (c) An otherwise eligible employee absent without excuse on both the scheduled working day prior to, and the next scheduled working day after a Christmas holiday period shall be ineligible for holiday pay for all of the holidays within the Christmas holiday period. An otherwise eligible employee absent without excuse on either the last scheduled working day prior to, or the next scheduled working day after a Christmas holiday period shall be ineligible for two (2) of the holidays for which he/she would otherwise be eligible in the Christmas holiday period, but shall, if otherwise eligible, receive pay for the remaining holidays in the Christmas holiday period.

**16.02** When one of the above defined holidays falls within an eligible employee's approved vacation period and he/she is absent from work during his/her regularly scheduled work week because of such vacation, he /she shall take an additional day off in recognition of the holiday subject to work schedules.

**16.03** Employees with the necessary seniority who have been laid off in a reduction of the work force, or who have gone on sick leave, or an approved leave of absence during the work month in which the holiday falls, or who are recalled from lay-off or who returns to work from sick leave, or approved leave of absence, following the holiday during the month in which the holiday falls, shall be eligible for pay for that holiday.

**16.04** Employees eligible under these provisions shall receive one (1) day's pay at their regular straight time hourly rate exclusive of shift and overtime premium for each holiday defined above.

**16.05** Absences on either the last scheduled working day prior to the holiday or the first scheduled working day after the holiday will be excused provided that the employee presents a reason satisfactory to the Company and further provided that the employee works at least part of the pay period in which the holiday falls except in the case of approved leave of absence, sick

leave, or vacation. An employee scheduled to work on a holiday who fails to report and cannot show just cause for his/her absence shall be denied holiday pay.

- 16.06** Employees who work on any of the above defined holidays shall receive holiday pay under this section of the Agreement and, in addition, will be paid in accordance with the hours of work and overtime section of this Agreement.
- 16.07** Employees who work on any of the above defined holidays during their probationary period, shall be paid in accordance with the hours of work and overtime section of this Agreement.
- 16.08** Every effort will be made to provide an employee with their birthday on the day on which it falls. If it falls on a weekend, or other paid holiday, the immediate preceding/following work day will be deemed to be the day. All qualifying rules of Article 16.00 to 16.07 must be met. Preference will be given to regular vacation requests, regardless of seniority, where a legitimate conflict occurs.

For employees who are unable to schedule their December birthday in the month of December, they will be allowed to use it in January of the following year.

## **ARTICLE 17 - SOCIAL SECURITY**

- 17.00** The Company agrees to pay the full cost of the following health and welfare plans for all employees, their spouse (including a partner of the same sex), and their dependent children, beginning the first day of the calendar month following date of hiring or recall:
- (a) The Ontario Health Insurance Plan.
  - (b) Green Shield Health Care Plan for Semi-Private Hospital
  - (c) The Green Shield Apoth A Care Plan, with mandatory product selection with a \$2.00 co-pay for all active union employees and a \$.35 co-pay for all union retirees. Effective July 1, 2008 the Company will replace the Apoth A Care Plan with the Conditional Formulary for active and retired union employees and include prescription drugs introduced on or after July 1, 2008. The Conditional Formulary will continue with a \$2.00 co-pay for active union employees and \$.35 for retired union employees. The company agrees to pay up to \$100 per year towards any fees associated with forms being completed for the Conditional Formulary.

(d) The Green Shield C.A.W. Extended Health Services Plan with:

- a vision benefit of \$300.00 every 24 months. An additional \$50.00 will be paid after 12 months if there is a change in the prescription.
- Private Duty Nursing to an annual maximum of \$10,000 per benefit year.
- Private Hospital Room Accommodation to an annual maximum of \$1,000 per benefit year.
- The services of a Registered Clinical Psychologist, Social Worker, or Marriage Counsellor to a maximum of \$550 per benefit year.
- The services of a Registered Chiropractor to a maximum of \$650 per benefit year.
- Emergency transportation to a maximum of \$300 per disability.
- The Green Shield Hearing Aid H7 Plan, plus ear mold replacements. Digital hearing aids will be paid for up to the usual and customary fee for such devices.
- The services of a Registered Masseur to an annual maximum of \$500 per benefit year.
- The services of an Acupuncturist to an annual maximum of \$200 per benefit year.
- The services of a licensed Speech Therapist to an annual maximum of \$300 per benefit year.
- Nursing Home Benefit, plus Homes for the Aged that are provincially approved long term care facilities. Payment will be made upon proof of eligibility and of payment to an approved long term care facility up to the semi private accommodation rate as approved by the province.
- The usual and customary charge for an Obus form, and arch supports once every three years.

- The services of a Registered Podiatrist, Osteopath, Chiropracist to an annual maximum of \$500 per benefit year, per specialist
  - The services of a Naturopath to a maximum of \$250.00 per benefit year.
  - Diabetic supplies, including glucometer/dextrometer and lancets.
  - Ground ambulance.
  - One (1) eye exam, payable to the usual and customary fee, every two (2) years, if it is not covered by OHIP
  - Lab and blood tests, if required to determine an illness
  - Diagnostic tests/X-rays, if required to determine an illness
  - Hearing tests
  - Blood pressure monitors
  - Wigs if required due to cancer, neurosurgery or alopecia
  - Incontinence supplies
- (e) The Green Shield Deluxe Group Out-of-Province Hospital, Surgical and Medical Expense Benefit with repatriation. This plan is subject to a \$1,000,000.00 annual maximum.
- (f) The Company agrees to pay into a fund to provide a Legal Fee Assistance/Access Plan for all seniority employees. The rate of funding will be three cents (\$0.03) per compensated hour per employee. The fee schedule for services will be updated as follows: Consultation \$350.00, Will for employee \$300.00, for employee and spouse \$400.00 and Power of Attorney \$300.00 for employee and \$400.00 for the employee and spouse and the legal fees associated with the sale/purchase of real estate to a maximum of \$700.00 every three (3) years, Family Law \$300.00 and Adoption \$300.00.

**17.01** The Company agrees to pay the full cost of the Green Shield Dental Plan 28 for all employees, their spouse / partner and their dependent children effective with the first day of the calendar month following the month in which they have completed the probationary period. This plan is subject to a \$3535 annual maximum effective March 1, 2008 and will be adjusted annually by the ODA average percentage increase. It is also understood that the lifetime maximum for orthodontic care will be \$3250.

In addition to the Green Shield Dental Plan 28 the company will cover pit and fissure sealants, athletic mouth guards (one (1) per year), porcelain veneers (Chrysler restrictions) at 100% and dentures at 80%. In addition dental implants will be covered up to the cost of a bridge and based on administrative guidelines with the exception that the company will allow services / work done on teeth adjacent to dental implants.

Payment for covered dental expenses will be based on the applicable percentage of the lesser of the dentist's usual charge, or the current year's applicable schedule of fees for general practitioners.

**17.02** The Company agrees to provide an Employee Assistance Plan (E.A.P.) for all employees, their spouse/partner and their dependent children through a carrier selected by the Company.

**17.03** The Company agrees to pay the full cost of premiums for the eligible employee only, for Life and Accidental Death and Dismemberment Insurance in the amount equivalent to one times his/her current annual salary. The amount of this coverage will be reduced in accordance with the group insurance policy for employees who continue to work beyond 65 years of age. The Company agrees to pay the full cost of premiums for a retired employee only, for Life Insurance in the amount of \$7,500.00.

**17.04** The Company agrees to provide a payroll deduction for credit union purposes.

17.05

(a) Coverage under the above health and welfare plans shall cease on the last day of the calendar month in which the employee terminates his/her employment with, or is terminated by the Company.

(b) In the event an employee is placed on layoff, coverage under the above health and welfare plans as set out in Article 17.00, 17.01 and 17.02 and 17.03 will continue until the last day of the third calendar month immediately following the month in which the lay-off occurred. For those employees with more than 3 years seniority, all benefits as set out in Article 17.00 will be continued on the basis of one month of coverage for every full year of

seniority over 3 years, up to a maximum of 9 months (12 months in total). Coverage may be extended beyond this, for a period equal to the employee's seniority at the time of layoff, up to a maximum of 24 months, by remitting the monthly premiums to the Company on or before the 10th day of each month for the covered benefits. At no time will an employee be permitted to continue benefits if he/she accepts full time employment while on layoff.

- (c) In the event an employee deceases, coverage under the above health and welfare plans, as set out in Article 17.00, 17.01 and 17.02 will be continued for the deceased employee's eligible dependents for a lesser of three (3) years or the ability to obtain coverage through other means.

## **ARTICLE 18 - COST OF LIVING ALLOWANCE**

**18.00** In addition to the salary rates as set out in Article 22, each employee covered by this Agreement shall receive a Cost-of-Living Allowance as set forth in this section.

- (a) The Cost-of-Living Allowance shall be based on the increase or decrease in the Consumer Price Index as published by Statistics Canada (1992 = 100), or the equivalent.
- (b) The Cost-of-Living Allowance will be calculated on the basis of one (1) cent per hour, for all compensated hours, for each point zero, seven, four, seven, (.0747) in the Consumer Price Index.

In no event will a decline in the Consumer Price Index below two hundred and seventy point three (270.3) provide the basis for a reduction in the negotiated salary schedules.

- (c) The Cost-of-Living Allowance will be adjusted, either upwards or downwards, April 1983 and at quarterly intervals thereafter.
- (d) The Cost-of-Living Allowance will be paid bi-weekly. The C.O.L.A. amount paid bi-weekly will be adjusted quarterly by using the change in the CPI up to the end of the 2nd month in the previous quarter.
- (e) For the purposes of this Agreement, the term "all compensated hours" shall be deemed to include all hours for which the employee is remunerated by the Company (i.e. straight time hours, overtime hours and overtime premium hours, holiday hours, vacation hours, sick hours, bereavement hours, jury duty

hours, etc.).

- (f) Effective March 1, 2008, one dollar (\$1.00) of the Cost-of-Living Allowance shall be incorporated into the basic salary rates. A float of seven cents (\$0.07) will be retained.

## **ARTICLE 19 - JURY DUTY**

**19.00** An employee who is called to and reports for jury duty, or is subpoenaed by the court as a witness and appears, shall be compensated by the Company for the difference between the amount paid by the court for such jury duty or witness appearance (exclusive of monies paid for mileage, meals, or other incidental expenses) and the amount he/she would have earned at his/her (normal) hourly rate for work scheduled by the Company. Such compensations shall be payable only if the employee:

- (a) Gives the Company prior notice of such jury duty or subpoena call.
- (b) Presents proper evidence as to the jury duty or witness appearance performed.

## **ARTICLE 20 - BULLETIN BOARDS**

**20.00** The Company will provide a bulletin board for the joint use, located by the Company in its office for the posting of Union and Company notices. All notices to be posted must have the prior approval of the Human Resource Manager or his/her designated representative.

## **ARTICLE 21 - HEALTH & SAFETY**

**21.00**

- (a) The Company and the Union agree that a Joint Health & Safety Committee will deal with such Safety problems which may arise on the Company premises.

The Union may at any time draw Safety hazards to the attention of this Committee. The Company will not require employees to work under conditions which are unsafe or injurious.

- (b) Health and Safety Representatives from the union and management will conduct a monthly inspection of the premises to identify potential health and safety situations so that they may

be corrected.

- (c) The Company agrees to provide proper rest room facilities including a cot or day bed apart from the lounge area, for use of employees in case of illness. The Company will post a notice which indicates the location of this room on the bulletin board.
- (d) A total of five (5) days per year will be allowed for the Health and Safety Committee to attend approved Health and Safety courses. The Company will be responsible for associated costs, i.e. mileage, accommodations, meals, and lost time.

## **ARTICLE 22 – SALARIES**

Classification and rate schedule (based on 37 hours per week and paid bi-weekly with accumulated seniority).

**ARTICLE 22.00 (a) SALARIES – Employees hired prior to March 1, 2008**

As a result of these negotiations, the Company agrees to roll-in **\$1.00** of the COLA into the base rate salaries. Also, the Company agrees to increase salaries as follows:

EFFECTIVE MARCH 1, 2008					
Classification	Start	1 Year	2 Year	3 Year	Annual
Systems Architect Developer	2,349.91	2,428.10	2,506.32	2,584.51	67,197
Client Offering Administrator	1,993.22	2,053.84	2,114.45	2,175.07	56,552
Computer Operator	1,993.22	2,053.84	2,114.45	2,175.07	56,552
Section Co-Ordinator W.I.	1,993.22	2,053.84	2,114.45	2,175.07	56,552
CSC Representative, SR.	1,995.75	2,055.53	2,115.29	2,175.05	56,551
Claims Adjudicator - W.I.	1,990.78	2,049.98	2,109.17	2,168.36	56,377
Tester	1,990.78	2,049.98	2,109.17	2,168.36	56,377
Accounting Section Leader	1,990.50	2,049.70	2,108.90	2,168.08	56,370
Subscriber Records Administration Sr.	1,985.42	2,045.57	2,105.74	2,165.89	56,313
Section Co-Ordinator	1,978.73	2,038.51	2,098.27	2,158.03	56,109
Sr. Office Service Administrator (includes HNS)	1,978.73	2,038.51	2,098.27	2,158.03	56,109
Drug Pricing Administrator	1,978.73	2,038.51	2,098.27	2,158.03	56,109
Data Entry Operator Sr.	1,977.22	2,036.90	2,096.57	2,156.26	56,063
Special Authorization Processor	1,984.24	2,040.08	2,095.93	2,151.76	55,946
CSC Representative	1,981.81	2,037.58	2,093.44	2,149.25	55,881
Claims Adjudicator – All Lines	1,981.81	2,037.58	2,093.44	2,149.25	55,881
Customer Service Rep. Sr. (old language)	1,969.77	2,029.02	2,088.26	2,147.50	55,835
Accountant	1,968.96	2,028.15	2,087.35	2,146.55	55,810
Claims Adjudicator – EHS A	1,975.36	2,031.20	2,087.05	2,142.88	55,715
Claims Adjudicator – EHS B	1,975.36	2,031.20	2,087.05	2,142.88	55,715
Claims Adjudicator – Dental	1,969.97	2,025.74	2,081.60	2,137.41	55,573
Junior Programmer	1,946.47	2,004.34	2,062.21	2,129.07	55,356
Secretarial Clerk	1,950.79	2,008.90	2,067.04	2,125.16	55,254
Office Service Administrator	1,950.79	2,008.90	2,067.04	2,125.16	55,254
Office Administrator (HNS)	1,950.79	2,008.90	2,067.04	2,125.16	55,254
Client Administrator	1,942.63	1,999.86	2,057.09	2,114.31	54,972
Data Entry Operator	1,830.72	1,888.59	2,004.34	2,113.91	54,962
Provider Records Administrator	1,940.02	1,997.52	2,055.01	2,112.50	54,925
Administrative Receptionist	1,939.28	1,995.63	2,051.97	2,108.31	54,816
Customer Service Rep. (old language)	1,935.02	1,991.37	2,046.22	2,104.05	54,705
Typist Clerk	1,931.42	1,988.40	2,045.39	2,102.37	54,662
Claims Adjudicator – Drug	1,927.16	1,982.99	2,038.84	2,094.66	54,461
Administrative Clerk	1,892.46	1,947.15	2,001.83	2,056.53	53,470
Maintenance Clerk	1,892.46	1,947.15	2,001.83	2,056.53	53,470
Clerk 1	1,892.46	1,947.15	2,001.83	2,056.53	53,470
Mail Handler	1,892.46	1,947.15	2,001.83	2,056.53	53,470

The above rates include \$1.00 per hour of the Cost of Living Allowance and a 30¢ per hour increase over the March 1, 2007 rates.

**ARTICLE 22.00 (a) – SALARIES – Employees hired prior to March 1, 2008**

Also, the Company agrees to increase salaries as follows:

EFFECTIVE MARCH 1, 2009				
Classification	1 Year	2 Year	3 Year	Annual
Systems Architect Developer	2,450.30	2,528.52	2,606.71	67,775
Client Offering Administrator	2,076.04	2,136.65	2,197.27	57,129
Computer Operator	2,076.04	2,136.65	2,197.27	57,129
Section Co-Ordinator W.I.	2,076.04	2,136.65	2,197.27	57,129
CSC Representative, SR.	2,077.73	2,137.49	2,197.25	57,129
Claims Adjudicator - W.I.	2,072.18	2,131.37	2,190.56	56,955
Tester	2,072.18	2,131.37	2,190.56	56,955
Accounting Section Leader	2,071.90	2,131.10	2,190.28	56,947
Subscriber Records Administration Sr.	2,067.77	2,127.94	2,188.09	56,890
Section Co-Ordinator	2,060.71	2,120.47	2,180.23	56,686
Sr. Office Service Administrator (includes HNS)	2,060.71	2,120.47	2,180.23	56,686
Drug Pricing Administrator	2,060.71	2,120.47	2,180.23	56,686
Data Entry Operator Sr.	2,059.10	2,118.77	2,178.46	56,640
Special Authorization Processor	2,062.28	2,118.13	2,173.96	56,523
CSC Representative	2,059.78	2,115.64	2,171.45	56,458
Claims Adjudicator – All Lines	2,059.78	2,115.64	2,171.45	56,458
Customer Service Rep. Sr (old language)	2,051.22	2,110.46	2,169.70	56,412
Accountant	2,050.35	2,109.55	2,168.75	56,388
Claims Adjudicator – EHS A	2,053.40	2,109.25	2,165.08	56,292
Claims Adjudicator – EHS B	2,053.40	2,109.25	2,165.08	56,292
Claims Adjudicator – Dental	2,047.94	2,103.80	2,159.61	56,150
Junior Programmer	2,026.54	2,084.41	2,151.27	55,933
Secretarial Clerk	2,031.10	2,089.24	2,147.36	55,831
Office Service Administrator	2,031.10	2,089.24	2,147.36	55,831
Office Administrator (HNS)	2,031.10	2,089.24	2,147.36	55,831
Client Administrator	2,022.06	2,079.29	2,136.51	55,549
Data Entry Operator	1,910.79	2,026.54	2,136.11	55,539
Provider Records Administrator	2,019.72	2,077.21	2,134.70	55,502
Administrative Receptionist	2,017.83	2,074.17	2,130.51	55,393
Customer Service Rep. (old language)	2,013.57	2,068.42	2,126.25	55,283
Typist Clerk	2,010.60	2,067.59	2,124.57	55,239
Claims Adjudicator – Drug	2,005.19	2,061.04	2,116.86	55,038
Administrative Clerk	1,969.35	2,024.03	2,078.73	54,047
Maintenance Clerk	1,969.35	2,024.03	2,078.73	54,047
Clerk I	1,969.35	2,024.03	2,078.73	54,047
Mail Handler	1,969.35	2,024.03	2,078.73	54,047

The above rates include a 30¢ per hour increase over the March 1, 2008 rates.

**ARTICLE 22.00 (a) – SALARIES – Employees hired prior to March 1, 2008**

Also, the Company agrees to increase salaries as follows:

EFFECTIVE MARCH 1, 2010				
Classification	1 Year	2 Year	3 Year	Annual
Systems Architect Developer	2,472.50	2,550.72	2,628.91	68,352
Client Offering Administrator	2,098.24	2,158.85	2,219.47	57,706
Computer Operator	2,098.24	2,158.85	2,219.47	57,706
Section Co-Ordinator W.I.	2,098.24	2,158.85	2,219.47	57,706
CSC Representative, SR.	2,099.93	2,159.69	2,219.45	57,706
Claims Adjudicator - W.I.	2,094.38	2,153.57	2,212.76	57,532
Tester	2,094.38	2,153.57	2,212.76	57,532
Accounting Section Leader	2,094.10	2,153.30	2,212.48	57,524
Subscriber Records Administration Sr.	2,089.97	2,150.14	2,210.29	57,468
Section Co-Ordinator	2,082.91	2,142.67	2,202.43	57,263
Sr. Office Service Administrator (includes HNS)	2,082.91	2,142.67	2,202.43	57,263
Drug Pricing Administrator	2,082.91	2,142.67	2,202.43	57,263
Data Entry Operator Sr.	2,081.30	2,140.97	2,200.66	57,217
Special Authorization Processor	2,084.48	2,140.33	2,196.16	57,100
CSC Representative	2,081.98	2,137.84	2,193.65	57,035
Claims Adjudicator – All Lines	2,081.98	2,137.84	2,193.65	57,035
Customer Service Rep. Sr (old language)	2,073.42	2,132.66	2,191.90	56,989
Accountant	2,072.55	2,131.75	2,190.95	56,965
Claims Adjudicator – EHS A	2,075.60	2,131.45	2,187.28	56,869
Claims Adjudicator – EHS B	2,075.60	2,131.45	2,187.28	56,869
Claims Adjudicator – Dental	2,070.14	2,126.00	2,181.81	56,727
Junior Programmer	2,048.74	2,106.61	2,173.47	56,510
Secretarial Clerk	2,053.30	2,111.44	2,169.56	56,409
Office Service Administrator	2,053.30	2,111.44	2,169.56	56,409
Office Administrator (HNS)	2,053.30	2,111.44	2,169.56	56,409
Client Administrator	2,044.26	2,101.49	2,158.71	56,126
Data Entry Operator	1,932.99	2,048.74	2,158.31	56,116
Provider Records Administrator	2,041.92	2,099.41	2,156.90	56,079
Administrative Receptionist	2,040.03	2,096.37	2,152.71	55,970
Customer Service Rep. (old language)	2,035.77	2,090.62	2,148.45	55,860
Typist Clerk	2,032.80	2,089.79	2,146.77	55,816
Claims Adjudicator – Drug	2,027.39	2,083.24	2,139.06	55,616
Administrative Clerk	1,991.55	2,046.23	2,100.93	54,624
Maintenance Clerk	1,991.55	2,046.23	2,100.93	54,624
Clerk I	1,991.55	2,046.23	2,100.93	54,624
Mail Handler	1,991.55	2,046.23	2,100.93	54,624

The above rates include a 30¢ per hour increase over the March 1, 2009 rates.

**ARTICLE 22.00 (a) – SALARIES – IT – TECHNICAL GRADE ADJUSTMENT**

A one time only technical grade adjustment has been applied to the IT classifications below effective for March 1, 2008 as follows:

- PD1     \$0.10 per hour
- PD2     \$0.20 per hour
- SD      \$0.25 per hour

**ARTICLE 22.00 (a) – SALARIES – IT – Employees hired prior to March 1, 2008**

Also, the Company agrees to increase salaries as follows:

EFFECTIVE MARCH 1, 2008					
Classification	Start	1 Year	2 Year	3 Year	Annual
Systems Developer	2,287.14	2,361.60	2,436.10	2,510.56	65,275
Program Developer 2	2,138.52	2,206.06	2,273.60	2,341.17	60,870
Program Developer 1	2,063.78	2,128.12	2,192.45	2,256.78	58,676

The above rates include \$1.00 per hour of the Cost of Living Allowance and a 30¢ per hour increase over the March 1, 2007 rates. The rates also include the one time only technical grade adjustment.

**ARTICLE 22.00 (a) – SALARIES – IT – Employees hired prior to March 1, 2008**

Also, the Company agrees to increase salaries as follows:

EFFECTIVE MARCH 1, 2009				
Classification	1 Year	2 Year	3 Year	Annual
Systems Developer	2,383.80	2,458.30	2,532.76	65,852
Program Developer 2	2,228.26	2,295.80	2,363.37	61,448
Program Developer 1	2,150.32	2,214.65	2,278.98	59,253

The above rates include a 30¢ per hour increase over the March 1, 2008 rates.

**ARTICLE 22.00 (a) – SALARIES – IT – Employees hired prior to March 1, 2008**

Also, the Company agrees to increase salaries as follows:

EFFECTIVE MARCH 1, 2010				
Classification	1 Year	2 Year	3 Year	Annual
Systems Developer	2,406.00	2,480.50	2,554.96	66,429
Program Developer 2	2,250.46	2,318.00	2,385.57	62,025
Program Developer 1	2,172.52	2,236.85	2,301.18	59,831

The above rates include a 30¢ per hour increase over the March 1, 2009 rates.

**ARTICLE 22.00 (b) – SALARIES – NEW WAGE SCHEDULE – Employees Hired After March 1, 2008**

The following schedule use the 2008 wage schedule for Employees Hired Prior to March 1, 2008 as the base rate which includes the \$1.00 per hour of the Cost of Living Allowance and a \$0.30 per hour increase over the March 1, 2007 rates.

The new progression wage schedule is determined as follows:

- Start 75% of 3 year rate
- Seniority 80% of 3 year rate
- 1 Year 85% of 3 year rate
- 2 Year 90% of 3 year rate
- 3 Year 100% of 3 year rate

**ARTICLE 22.00 (b) – SALARIES – NEW SCHEDULE – Employees Hired  
After March 1, 2008**

Also, the Company agrees to increase salaries as follows:

EFFECTIVE MARCH 1, 2008						
Classification	Start	Seniority	1 Year	2 Year	3 Year	Annual
Systems Architect Developer	1,938.38	2,067.61	2,196.83	2,326.06	2,584.51	67,197
Client Offering Administrator	1,631.30	1,740.06	1,848.81	1,957.56	2,175.07	56,552
Computer Operator	1,631.30	1,740.06	1,848.81	1,957.56	2,175.07	56,552
Section Co-Ordinator W.I.	1,631.30	1,740.06	1,848.81	1,957.56	2,175.07	56,552
CSC Representative, SR.	1,631.29	1,740.04	1,848.79	1,957.55	2,175.05	56,551
Claims Adjudicator - W.I.	1,626.27	1,734.69	1,843.11	1,951.52	2,168.36	56,377
Tester	1,626.27	1,734.69	1,843.11	1,951.52	2,168.36	56,377
Accounting Section Leader	1,626.06	1,734.46	1,842.87	1,951.27	2,168.08	56,370
Subscriber Records Administration Sr.	1,624.42	1,732.71	1,841.01	1,949.30	2,165.89	56,313
Section Co-Ordinator	1,618.52	1,726.42	1,834.33	1,942.23	2,158.03	56,109
Sr. Office Service Administrator (includes HNS)	1,618.52	1,726.42	1,834.33	1,942.23	2,158.03	56,109
Drug Pricing Administrator	1,618.52	1,726.42	1,834.33	1,942.23	2,158.03	56,109
Data Entry Operator Sr.	1,617.20	1,725.01	1,832.82	1,940.63	2,156.26	56,063
Special Authorization Processor	1,613.82	1,721.41	1,829.00	1,936.58	2,151.76	55,946
CSC Representative	1,611.94	1,719.40	1,826.86	1,934.33	2,149.25	55,881
Claims Adjudicator – All Lines	1,611.94	1,719.40	1,826.86	1,934.33	2,149.25	55,881
Customer Service Rep. Sr (old language)	1,610.63	1,718.00	1,825.38	1,932.75	2,147.50	55,835
Accountant	1,609.91	1,717.24	1,824.57	1,931.90	2,146.55	55,810
Claims Adjudicator – EHS A	1,607.16	1,714.30	1,821.45	1,928.59	2,142.88	55,715
Claims Adjudicator – EHS B	1,607.16	1,714.30	1,821.45	1,928.59	2,142.88	55,715
Claims Adjudicator – Dental	1,603.06	1,709.93	1,816.80	1,923.67	2,137.41	55,573
Junior Programmer	1,596.80	1,703.26	1,809.71	1,916.16	2,129.07	55,356
Secretarial Clerk	1,593.87	1,700.13	1,806.39	1,912.64	2,125.16	55,254
Office Service Administrator	1,593.87	1,700.13	1,806.39	1,912.64	2,125.16	55,254
Office Administrator (HNS)	1,593.87	1,700.13	1,806.39	1,912.64	2,125.16	55,254
Client Administrator	1,585.73	1,691.45	1,797.16	1,902.88	2,114.31	54,972
Data Entry Operator	1,585.43	1,691.13	1,796.82	1,902.52	2,113.91	54,962
Provider Records Administrator	1,584.38	1,690.00	1,795.63	1,901.25	2,112.50	54,925
Administrative Receptionist	1,581.23	1,686.65	1,792.06	1,897.48	2,108.31	54,816
Customer Service Rep. (old language)	1,578.04	1,683.24	1,788.44	1,893.65	2,104.05	54,705
Typist Clerk	1,576.78	1,681.90	1,787.01	1,892.13	2,102.37	54,662
Claims Adjudicator – Drug	1,571.00	1,675.73	1,780.46	1,885.19	2,094.66	54,461
Administrative Clerk	1,542.40	1,645.22	1,748.05	1,850.88	2,056.53	53,470
Maintenance Clerk	1,542.40	1,645.22	1,748.05	1,850.88	2,056.53	53,470
Clerk 1	1,542.40	1,645.22	1,748.05	1,850.88	2,056.53	53,470
Mail Handler	1,542.40	1,645.22	1,748.05	1,850.88	2,056.53	53,470

**ARTICLE 22.00 (b) – SALARIES – NEW SCHEDULE – Employees Hired  
After March 1, 2008**

Also, the Company agrees to increase salaries as follows:

EFFECTIVE MARCH 1, 2009						
Classification	Start	Seniority	1 Year	2 Year	3 Year	Annual
Systems Architect Developer	1,955.03	2,085.37	2,215.70	2,346.04	2,606.71	67,775
Client Offering Administrator	1,647.95	1,757.82	1,867.68	1,977.54	2,197.27	57,129
Computer Operator	1,647.95	1,757.82	1,867.68	1,977.54	2,197.27	57,129
Section Co-Ordinator W.I.	1,647.95	1,757.82	1,867.68	1,977.54	2,197.27	57,129
CSC Representative, SR.	1,647.94	1,757.80	1,867.66	1,977.53	2,197.25	57,129
Claims Adjudicator - W.I.	1,642.92	1,752.45	1,861.98	1,971.50	2,190.56	56,955
Tester	1,642.92	1,752.45	1,861.98	1,971.50	2,190.56	56,955
Accounting Section Leader	1,642.71	1,752.22	1,861.74	1,971.25	2,190.28	56,947
Subscriber Records Administration Sr.	1,641.07	1,750.47	1,859.88	1,969.28	2,188.09	56,890
Section Co-Ordinator	1,635.17	1,744.18	1,853.20	1,962.21	2,180.23	56,686
Sr. Office Service Administrator (includes HNS)	1,635.17	1,744.18	1,853.20	1,962.21	2,180.23	56,686
Drug Pricing Administrator	1,635.17	1,744.18	1,853.20	1,962.21	2,180.23	56,686
Data Entry Operator Sr.	1,633.85	1,742.77	1,851.69	1,960.61	2,178.46	56,640
Special Authorization Processor	1,630.47	1,739.17	1,847.87	1,956.56	2,173.96	56,523
CSC Representative	1,628.59	1,737.16	1,845.73	1,954.31	2,171.45	56,458
Claims Adjudicator – All Lines	1,628.59	1,737.16	1,845.73	1,954.31	2,171.45	56,458
Customer Service Rep. Sr (old language)	1,627.28	1,735.76	1,844.25	1,952.73	2,169.70	56,412
Accountant	1,626.56	1,735.00	1,843.44	1,951.88	2,168.75	56,388
Claims Adjudicator – EHS A	1,623.81	1,732.06	1,840.32	1,948.57	2,165.08	56,292
Claims Adjudicator – EHS B	1,623.81	1,732.06	1,840.32	1,948.57	2,165.08	56,292
Claims Adjudicator – Dental	1,619.71	1,727.69	1,835.67	1,943.65	2,159.61	56,150
Junior Programmer	1,613.45	1,721.02	1,828.58	1,936.14	2,151.27	55,933
Secretarial Clerk	1,610.52	1,717.89	1,825.26	1,932.62	2,147.36	55,831
Office Service Administrator	1,610.52	1,717.89	1,825.26	1,932.62	2,147.36	55,831
Office Administrator (HNS)	1,610.52	1,717.89	1,825.26	1,932.62	2,147.36	55,831
Client Administrator	1,602.38	1,709.21	1,816.03	1,922.86	2,136.51	55,549
Data Entry Operator	1,602.08	1,708.89	1,815.69	1,922.50	2,136.11	55,539
Provider Records Administrator	1,601.03	1,707.76	1,814.50	1,921.23	2,134.70	55,502
Administrative Receptionist	1,601.03	1,707.76	1,814.50	1,921.23	2,130.51	55,502
Customer Service Rep. (old language)	1,594.69	1,701.00	1,807.31	1,913.63	2,126.25	55,283
Typist Clerk	1,593.43	1,699.66	1,805.88	1,912.11	2,124.57	55,239

Claims Adjudicator – Drug	1,587.65	1,693.49	1,799.33	1,905.17	2,116.86	55,038
Administrative Clerk	1,559.05	1,662.98	1,766.92	1,870.86	2,078.73	54,047
Maintenance Clerk	1,559.05	1,662.98	1,766.92	1,870.86	2,078.73	54,047
Clerk 1	1,559.05	1,662.98	1,766.92	1,870.86	2,078.73	54,047
Mail Handler	1,559.05	1,662.98	1,766.92	1,870.86	2,078.73	54,047

The above rates include a 30¢ per hour increase over the March 1, 2008 rates.

**ARTICLE 22.00 (b) – SALARIES – NEW SCHEDULE – Employees Hired After March 1, 2008**

Also, the Company agrees to increase salaries as follows:

<b>EFFECTIVE MARCH 1, 2010</b>						
Classification	Start	Seniority	1 Year	2 Year	3 Year	Annual
Systems Architect Developer	1,971.68	2,103.13	2,234.57	2,366.02	2,2628.91	68,352
Client Offering Administrator	1,664.60	1,775.58	1,886.55	1,997.52	2,219.47	57,706
Computer Operator	1,664.60	1,775.58	1,886.55	1,997.52	2,219.47	57,706
Section Co-Ordinator W.I.	1,664.60	1,775.58	1,886.55	1,997.52	2,219.47	57,706
CSC Representative, SR.	1,664.59	1,775.56	1,886.53	1,997.51	2,219.45	57,706
Claims Adjudicator - W.I.	1,659.57	1,770.21	1,880.85	1,991.48	2,212.76	57,532
Tester	1,659.57	1,770.21	1,880.85	1,991.48	2,212.76	57,532
Accounting Section Leader	1,659.36	1,769.98	1,880.61	1,991.23	2,212.48	57,524
Subscriber Records Administration Sr.	1,657.72	1,768.23	1,878.75	1,989.26	2,210.29	57,468
Section Co-Ordinator	1,651.82	1,761.94	1,872.07	1,982.19	2,202.43	57,263
Sr. Office Service Administrator (includes HNS)	1,651.82	1,761.94	1,872.07	1,982.19	2,202.43	57,263
Drug Pricing Administrator	1,651.82	1,761.94	1,872.07	1,982.19	2,202.43	57,263
Data Entry Operator Sr.	1,650.50	1,760.53	1,870.56	1,980.59	2,200.66	57,217
Special Authorization Processor	1,647.12	1,756.93	1,866.74	1,976.54	2,196.16	57,100
CSC Representative	1,645.24	1,754.92	1,864.60	1,974.29	2,193.65	57,035
Claims Adjudicator – All Lines*	1,645.24	1,754.92	1,864.60	1,974.29	2,193.65	57,035
Customer Service Rep. Sr (old language)	1,643.93	1,753.52	1,863.12	1,972.71	2,191.90	56,989
Accountant	1,643.21	1,752.76	1,862.31	1,971.86	2,190.95	56,965
Claims Adjudicator – EHS A	1,640.46	1,749.82	1,859.19	1,968.55	2,187.28	56,869
Claims Adjudicator – EHS B	1,640.46	1,749.82	1,859.19	1,968.55	2,187.28	56,869
Claims Adjudicator – Dental	1,636.36	1,745.45	1,854.54	1,963.63	2,181.81	56,727
Junior Programmer	1,630.10	1,738.78	1,847.45	1,956.12	2,173.47	56,510
Secretarial Clerk	1,627.17	1,735.65	1,844.13	1,952.60	2,169.56	56,409

Office Service Administrator	1,627.17	1,735.65	1,844.13	1,952.60	2,169.56	56,409
Office Administrator (HNS)	1,627.17	1,735.65	1,844.13	1,952.60	2,169.56	56,409
Client Administrator	1,619.03	1,726.97	1,834.90	1,942.84	2,158.71	56,126
Data Entry Operator	1,618.73	1,726.65	1,834.56	1,942.48	2,158.31	56,116
Provider Records Administrator	1,617.68	1,725.52	1,833.37	1,941.21	2,156.90	56,079
Administrative Receptionist	1,614.53	1,722.17	1,829.80	1,937.44	2,152.71	55,970
Customer Service Rep. (old language)	1,611.34	1,718.76	1,826.18	1,933.61	2,148.45	55,860
Typist Clerk	1,610.08	1,717.42	1,824.75	1,932.09	2,146.77	55,816
Claims Adjudicator – Drug	1,604.30	1,711.25	1,818.20	1,925.15	2,139.06	55,616
Administrative Clerk	1,575.70	1,680.74	1,785.79	1,890.84	2,100.93	54,624
Maintenance Clerk	1,575.70	1,680.74	1,785.79	1,890.84	2,100.93	54,624
Clerk 1	1,575.70	1,680.74	1,785.79	1,890.84	2,100.93	54,624
Mail Handler	1,575.70	1,680.74	1,785.79	1,890.84	2,100.93	54,624

The above rates include a 30¢ per hour increase over the March 1, 2009 rates.

**ARTICLE 22.00 (b) – SALARIES – NEW SCHEDULE – Employees Hired After March 1, 2008**

Also, the Company agrees to increase salaries as follows:

EFFECTIVE MARCH 1, 2008						
Classification	Start	Seniority	1 Year	2 Year	3 Year	Annual
Systems Developer	1,882.92	2,008.45	2,133.98	2,259.50	2,510.56	65,275
Program Developer 2	1,755.88	1,872.94	1,989.99	2,107.05	2,341.17	60,870
Program Developer 1	1,692.59	1,805.42	1,918.26	2,031.10	2,256.78	58,676

**ARTICLE 22.00 (b) – SALARIES – NEW SCHEDULE – Employees Hired After March 1, 2008**

Also, the Company agrees to increase salaries as follows:

EFFECTIVE MARCH 1, 2009						
Classification	Start	Seniority	1 Year	2 Year	3 Year	Annual
Systems Developer	1,899.57	2,026.21	2,152.85	2,279.48	2,532.76	65,852
Program Developer 2	1,772.53	1,890.70	2,008.86	2,127.03	2,363.37	61,448
Program Developer 1	1,709.24	1,823.18	1,937.13	2,051.08	2,278.98	59,253

The above rates include a 30¢ per hour increase over the March 1, 2008 rates.

**ARTICLE 22.00 (b) – SALARIES – NEW SCHEDULE – Employees Hired After March 1, 2008**

Also, the Company agrees to increase salaries as follows:

EFFECTIVE MARCH 1, 2010						
Classification	Start	Seniority	1 Year	2 Year	3 Year	Annual
Systems Developer	1,916.22	2,043.97	2,171.72	2,299.46	2,554.96	66,429
Program Developer 2	1,789.18	1,908.46	2,027.73	2,147.01	2,385.57	62,025
Program Developer 1	1,725.89	1,840.94	1,956.00	2,071.06	2,301.18	59,831

The above rates include a 30¢ per hour increase over the March 1, 2009 rates.

**ARTICLE 22 - SALARIES**

**22.01** Any employee who, for the convenience of the Company is temporarily transferred to another job, a transfer being a period of 120 days or less, for which the rate of pay is different from that in effect for such employee's regular job, shall be paid, while so employed as follows:

- (a) If the rate of pay for the job to which he/she is transferred is less than the employee's regular pay, he/she shall receive his/her own higher rate of pay.
- (b) If the rate of pay for the job to which he/she is transferred is higher than the employee's regular pay, he/she shall receive the higher rate of pay for all hours compensated on the job to which he/she is temporarily transferred after a period of one (1) working day, and will be paid the difference in the two rates retroactively for the one (1) working day.

## ARTICLE 23 - SEVERANCE PAY PLAN

The Company shall provide severance pay benefits as follows:

<b>SEPARATION PAYMENT TABLE</b>	
<b><u>Years of Seniority Last Day on the Active Employment Rolls</u></b>	<b><u>Number of Hours' Pay</u></b>
1 but less than 2	60
2 but less than 3	80
3 but less than 4	110
4 but less than 5	145
5 but less than 6	180
6 but less than 7	220
7 but less than 8	265
8 but less than 9	310
9 but less than 10	360
10 but less than 11	410
11 but less than 12	465
12 but less than 13	520
13 but less than 14	580
14 but less than 15	640
15 but less than 16	710
16 but less than 17	780

An additional 70 hours of pay will be paid for each additional year of service. Once that amount is calculated, an additional ten (10) hours will be added to the total hours.

The following shall govern payment of severance pay:

If the government institutes a plan that will cause the Company to go out of business, the Company goes out of business, except, however if the Company is sold or is taken over as a going concern, only those employees whose employment is terminated will be entitled to severance pay.

Anyone who claims severance under the above terms shall have no further claim against the Company or any right of recall under the provisions of the Collective Agreement. Moreover, the employee will receive the severance outlined in the above table or that required pursuant to the Employment Standards Act.

## ARTICLE 24 - TERMINATION

**24.00** This Agreement shall commence on the 1st day of March, 2008, and end on the 28th day of February, 2011, and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) days, or more than ninety (90) days prior to the expiration date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

## **ARTICLE 25 - EDUCATIONAL ASSISTANCE**

- 25.01** The Company agrees to reimburse a seniority employee one hundred percent (100%) of the cost of tuition, books or CD's and fees incidental to approved courses of study up to a maximum of two thousand dollars (\$2,000.00) per school year provided the employee receives a passing grade for any course or courses for which he/she claims educational assistance.
- 25.02** All other expenses incurred in connection with any such courses of study shall be borne entirely by the employee.
- 25.03** The hours at which the courses of study are scheduled must not conflict with the employee's regularly scheduled working hours.
- 25.04** A course of study will be approved if it is generally related to the employee's current work assignment, or to a type of work to which he/she could subsequently be assigned in the normal course of events. Approval of courses shall be restricted to those conducted by a recognized, non-profit college or university, although where circumstances warrant, employees may study special courses, provided such courses are not normally taught on the university level. Personal development courses may be approved if the Company feels it is beneficial. These courses, if approved, will be subject to a course maximum of seven hundred and fifty dollars (\$750.00), as well as the \$2,000.00 annual maximum. Microsoft Certification course costs will be considered under the personal development maximum. Secretarial courses, and courses conducted by industrial firms or associations are not approvable herein. Correspondence courses and extension courses may be approved under this Article only if they are conducted by a recognized, non-profit college or university.
- 25.05** The outline or description of a seniority employee's desired course of instruction must be submitted to the Human Resource Manager on forms provided by the Company, and must be approved before the start of the course in order to be eligible for reimbursement. Reimbursement as provided herein shall be made upon completion of each semester, quarter session, term or other similar period in use at the particular college or university, and only after the employee has presented evidence of having received a passing grade in the subject for which educational assistance is being claimed.
- 25.06** An employee is not eligible for Educational Assistance under this Article; if he/she is eligible to receive benefits under any type of a scholarship or fellowship offered by any educational institution or government educational assistance.
- 25.07** If, prior to completion of an approved course, an employee leaves the

employ of the Company for any reason, he/she shall be ineligible for reimbursement for Educational Assistance.

## **ARTICLE 26 - UNION PAID EDUCATIONAL LEAVE**

**26.00** The Company agrees to pay into a special fund four cents (\$0.04) per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies are to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W.

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary. Said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

## **ARTICLE 27 - TECHNOLOGICAL CHANGE**

**27.00** In the event of any technological change which will adversely affect the rights of an employee, his/her wages, or his/her working conditions:

- (a) the Company will notify the Union at least twelve (12) months before the introduction of any such change, if at all possible;
- (b) such change will not be introduced until the Company and the Union have reached an agreement regarding the measures to be taken to protect the employee from these adverse affects,
- (c) any employee who is rendered redundant, or who is displaced from his/her job as a result of any such change shall have the opportunity to fill any job posting for which he/she can qualify under Article 13 of the Agreement. If there is no job posting for which he/she can apply, he/she shall have the right to displace employees with less seniority provided that he/she has the ability to perform the duties related to the particular job;
- (d) the Company will assume responsibility for the retraining process of an employee who lacks the necessary skills to continue his job duties after such change. The employee will be given a reasonable period of time during which he/she may attempt to acquire these skills;

- (e) the Company will not hire any additional employee into a classification covered by this Agreement until any employee affected by such a change, or on layoff, has been notified of the proposed job opening, and has been allowed a reasonable period of time to attempt to acquire the necessary knowledge or skills to retain or resume his/her employment;
- (f) an employee will not be dismissed as a result of such a change.

**ARTICLE 28 - RETIREMENT PLAN**

**28.00**

- 1) Effective March 1, 1999, the Company agrees to set-up a new Defined Benefit Level Pension Plan. The terms and conditions of the new Plan will be the same as the CWIPP Plan.

The Company will be responsible for the funding of the Defined Benefit Level Pension Plan and will be responsible for funding any deficits in the Plan and will be entitled to any surpluses in the Plan. The \$0.15 per hour of the past diverted C.O.L.A. monies will continue to provide part of the on-going funding of the new Plan.

The Company will assign the trustees, actuaries, investment managers and administrator of the Plan.

The Defined Benefit Level of the Plan will be as follows:	
March 1, 2008	\$45.00 per month per Service Unit
March 1, 2009	\$46.50 per month per Service Unit
March 1, 2010	\$48.00 per month per Service Unit

- 2) An employee may request early retirement at any time provided such request is within the terms and conditions as set out in the Pension Plan.
- 3) The Company shall pay the full cost of all benefits as set out in Article 17.00 and 17.01 for all eligible retired employees and their eligible dependents. Effective for retirements after March 1, 2008 in order to be eligible for benefits included in Article 17 and 17.01, a retiree must be 55 years of age and have 10 (ten) years of service upon retirement.
- 4) An employee will continue to accrue service under the Pension Plan for the period of time equal to the maternity/paternity leave

provisions under the Employment Standards Act.

The Company shall amend the Pension Plan for Unionized Employees of Green Shield Canada (the "Plan") as follows effective March 1, 2005.

- 1) A Member who retires prior to the Normal Retirement Date shall receive a pension payable in the Normal form commencing on the Early Retirement Date reduced by one-half of one percent (1/2%) for each month the Early Retirement Date precedes the date the member's age plus Continuous Service would have totalled 85 years.

The maximum Early Retirement pension shall not exceed the amount permitted under the Income Tax Act, Canada.

- 2) The Normal Form of pension for a Member who has a Spouse on the date the payment of the first instalment of the pension is due, and who is not living separate and apart from such Spouse on that date, shall be payable in a joint and sixty-six and two thirds percent survivor (Joint & 66 and 2/3% Survivor) pension. The amount of pension shall be determined as the greater of 95% of the Normal Form of pension without a Spouse (lifetime pension) and the Actuarial Equivalent to the Normal Form pension without a Spouse.

If a Member with a Spouse elects an optional Joint and Survivor pension, such pension shall be determined as the Actuarial Equivalent to the Normal Form with a Spouse.

## **ARTICLE 29 - TRANSFER RIGHTS**

- 29.00** In the event the Company elects to expand/transfer its operations to a new location which results in a laying off of seniority employees, those employees who are permanently displaced as a result of such moving of operations may, within thirty (30) days, elect to be transferred to the new location and carry with them their seniority and seniority rights and be covered by the collective agreement in force at that location, where such agreement exists.

## ARTICLE 30 - PART-TIME EMPLOYEES

### 30.00

- (a) Part-time employees will be defined as:
  - i. An employee who has attained a Permanent Part-time posting, or
  - ii. An employee who has not attained a full-time posting who is not considered a summer student.
  
- (b) Part-time employees will be utilized as follow:
  - i. During peak vacation period from May 1st to September 30th and to fill in for vacation time anytime during the calendar year.
  - ii. During approved Leaves of Absence excluding Maternity postings per the Collective Agreement.
  - iii. During sick leaves of one hundred and twenty (120) days or less.
  - iv. For permanent part-time postings.
  - v. Anytime during the calendar year for valid business reasons after consultation with the Union.
  
- (c) Part-time employees will accrue seniority during their probationary period on the basis of hours worked. After they have completed their probationary period, they will accrue seniority on the basis of calendar days.
  
- (d) Progression through the wage rate schedule, will be based on hours worked.
  
- (e) Part-time employees will receive benefits as per letter of understanding October 9, 1981 as follows:
  - i. Eligible for company paid:
    - (a) OHIP
    - (b) Green Shield
    - (c) Pension Contributions (based on compensated hours)
    - (d) Life Insurance (equal to estimated Annual earnings)
  
  - ii. Shift differential for hours worked during 2nd shift time schedule (as per Union contract).
  
  - iii. Overtime payable when hours worked exceed the normal scheduled working days as outlined in the Collective Bargaining Agreement.

- iv. Union dues payable as full-time employees and benefits as outlined under the Union contract, with the exception as noted in this outline.
- v. Vacation entitlement will be calculated as follows:
  - (a) Vacation Allowance for permanent part-time as per the Collective Agreement pro-rated based on the regular scheduled work week. For example, a Permanent Part-time employee working 3 days a week and entitled to 2 weeks vacation as per the Collective Agreement will be entitled to 6 days.
  - (b) Vacation Allowance for employees providing relief will be based on the entitlement as per the Collective Agreement pro-rated based on hours worked in the prior year divided by the standard hours per year (1924). For example, an employee providing relief worked 700 hours in the prior year and is entitled to 2 weeks vacation is entitled to  $((10 \times 700)/1924) = 4$  days.
  - (c) Vacation entitlement for an employee who goes from part-time to full-time or from full-time to part-time will be based on a pro-rated calculation of their eligible remaining vacation days to determine the new equivalent of their vacation entitlement in their new position.
- vi. Vacation payment will be calculated as follows:
  - (a) Vacation pay for permanent part-time employees who worked more than their regular scheduled hours in the previous year will be calculated based on the total hours worked in the previous year divided by fifty-two (52). This equates to the number of hours of vacation pay per week. Further divided by their regular scheduled days to determine the daily pay.
  - (b) Vacation pay for permanent part-time employees who did not work more than their regular scheduled hours in the previous year or for employees providing relief will be based on the number of hours of their regularly scheduled work day.
  - (c) Vacation pay for employees going from full-time to part-time or from part-time to full-time will be as per a full-time employee.

- vii. Holiday entitlement will be as per the Collective Agreement.  
Holiday payment will be calculated as follows:

The total hours worked in a twenty (20) day period prior to the holiday divided by the number of full time hours in a twenty (20) day period for the full time equivalent position multiplied by the regular daily full time hours.

If a holiday as per the Collective agreement falls on a non-scheduled day for a part-time computer operator, he/she will be given a day off in lieu of the holiday.

- viii. Will be paid for bereavement, sick time and casual time as follows:

**Bereavement Leave:**

Not to exceed the limitations set forth in Article 14.02 for any days they are scheduled for at the time of the death or any days they would have been scheduled for if they were not on bereavement leave and is to commence from the time of death and ends with the day of the funeral.

**Sick Time:**

A Part-time employee with continuous service of one (1) year or over, as of January 1st, will be eligible for ten (10) of their regular scheduled working days as sick days. Employees with less than one (1) year of continuous service will be entitled to such pro-rated leave from date of hire, after the employee has achieved seniority up to a maximum of ten (10) of their regular scheduled working days as sick days.

A Part-time Computer Operator with continuous service of one (1) year or over, as of January 1st, will be eligible for seven (7) of their regular scheduled working days as sick days. Employees with less than one (1) year of continuous service will be entitled to such pro-rated leave from date of hire, after the employee has achieved seniority up to a maximum of seven (7) of their regular scheduled working days as sick days.

**Casual Time:**

If they work four (4) consecutive weeks at 37.0 hours per week, they will be entitled to paid casual time if the casual time was taken during the aforementioned four (4) consecutive week period. Any eligible casual time will be paid in the first pay following the four (4) consecutive week period.

- ix. COLA (Cost of Living Allowance) payable bi-weekly, based on compensated hours.

## ARTICLE 31 - VIDEO DISPLAY TERMINALS

### 31.00

- (a) The Company agrees to have all VDT units within the office tested for radiation upon installation and annually thereafter. Any machine failing to meet the standards as set out in the Radiation Act will be taken out of service until it is repaired and passes such tests. All CRTS with phosphorus burnout will be replaced. The report and its findings will be discussed by the author of the report with the Joint Health & Safety Committee.
- (b) All employees are eligible for annual eye examinations under the Ontario Hospital Medical Benefit Plan and we would encourage all employees to have their eyes tested. Anti-glare screens have already been provided to all VDT's in the office, where necessary, and the Company will continue this practice.
- (c) The Company agrees to grant an immediate Leave of Absence to any pregnant employee who is concerned with the operation of a VDT and any effect it may have, notwithstanding the provisions for Article 14.05.
- (d) The Company agrees to a break schedule for Data Entry Operators (CADE) as follows:
  - 9:40 a.m. - 9:50 a.m.- 10 minute break
  - 11:00 a.m. - 11:10 a.m. - 10 minute break
  - 12:00 noon -30 minute lunch
  - Monday – Thursday
  
  - 1 hour lunch Fri.
  - 1:50 p.m. - 2:00 p.m. - 10 minute break
  - 3:20 p.m. - 3:30 p.m. - 10 minute break

#2

LETTER OF UNDERSTANDING

January 25, 1989

Ms. Colette Hooson-Gibbs  
Union Chairperson  
C.A.W. Local 240  
Green Shield Prepaid Services Inc.

Dear Ms. Hooson-Gibbs

During the negotiations, discussions were held concerning recognition at subsequent Green Shield offices.

If at some point in the future, a Green Shield operated and managed office is opened, the company will recognize the C.A.W. as the exclusive bargaining agent for those employees performing bargaining unit work.

Sincerely,

R.D. Bryan  
Vice President Operations

RDB:dk  
GS7A/ID1321/R1

#3

LETTER OF UNDERSTANDING

January 26, 1989

Ms. Colette Hooson-Gibbs  
Union Chairperson  
C.A.W. Local 240  
Green Shield Prepaid Services

Dear Ms. Hooson-Gibbs

Discussion was held during the 1989 negotiations regarding the interpretation of Article 2.02 (a). The company agrees that they will not perform bargaining unit work to circumvent the necessity of hiring additional bargaining unit manpower due to work volumes.

Sincerely,

R.D. Bryan  
Vice President Operations

RDG:dk  
GS7A/ID1323

#4

LETTER OF UNDERSTANDING

January 26, 1989

Ms. Colette Hooson-Gibbs  
Union Chairperson  
C.A.W. Local 240  
Green Shield Prepaid Services Inc.

Dear Ms. Hooson-Gibbs:

The Union and the Company agree to draw up within the prescribed time limits, a Pay Equity Plan. This Plan shall meet all the requirements as outlined under the Pay Equity Act, specifically Section 13.

Sincerely,

R. D. Bryan  
Vice President Operations

RDB:dk  
GS7A/ID1313

#5

LETTER OF OPERATIONS

January 27, 1989

Ms. Colette Hooson-Gibbs  
Union Chairperson  
C.A.W. Local 240  
Green Shield Prepaid Services Inc.

Dear Ms. Hooson-Gibbs:

The Company agrees, as a result of the 1989 contract negotiations, that all Coordinator and Senior positions will be backed up. Such backup positions shall be posted in accordance with the job posting of this agreement.

Sincerely,

R.D. Bryan  
Vice President Operations

RDB:dk  
GS7A/ID1322

#8

LETTER OF UNDERSTANDING

February 28, 1989

Ms. Colette Hooson-Gibbs  
Union Chairperson  
C.A.W. Local 240  
Green Shield Prepaid Services Inc.

Dear Colette:

During the course of negotiations, the Company indicated its requirements to expand the hours of work, and possibly implement a second shift, should business needs dictate.

The Company will make every effort to keep employees on the regular 8:30 a.m. to 4:30 p.m. shift.

When the need arises for the expanded hours, Management will define the hours of work, and breaks.

Sincerely,

Roger D. Bryan  
Vice President Operations

RDB:dk  
GS7A/ID1370

#9

LETTER OF UNDERSTANDING

February 22, 1999

Ms. Shirley Wuerch  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Wuerch:

As a result of negotiations, it was agreed that the Company would post for a Senior Office Service Administrator in the Toronto office to be paid at the rate of Section Coordinator. In addition, a backup for this position will be posted.

Sincerely,

Lorri Renaud  
Manager, Human Resources

**#10**

LETTER OF UNDERSTANDING

April 13, 1989

Ms. Colette Hooson-Gibbs  
Union Chairperson  
C.A.W. Local 240  
Green Shield Prepaid Services Inc.

Dear Ms. Hooson-Gibbs:

Before work in the Data Entry Department is contracted to another source, Sunday/Holiday overtime will be offered to those Data Entry Operators who have worked in a minimum of seven and one half (7 1/2) hours overtime in the week preceding the Sunday/Holiday before such overtime will be scheduled.

Commitment to work these overtime hours and the qualifying hours must be made at the time overtime is offered, to enable the Department to properly schedule the time and amount of work to be sent out.

Sincerely,

Roger D. Bryan  
Vice President Operations

RDB:dk  
GS7A/ID1411

**#11**

January 29, 1993

LETTER OF UNDERSTANDING

Ms. Colette Hooson-Gibbs  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Hooson-Gibbs:

The Union and the Company agree to develop an Employment Equity Plan which meets the requirements of the Employment Equity Legislation.

Sincerely,

LORRI RENAUD  
Manager  
Personnel Services

ID4409  
GSADMIN

#12

LETTER OF UNDERSTANDING

January 29, 1993

Ms. Colette Hooson-Gibbs  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Hooson-Gibbs:

The Company agrees, as a result of the 1993 contract negotiations, to provide a bicycle rack.

Sincerely,

LORRI RENAUD  
Manager  
Personnel Services

ID4408  
GSADMIN

#13

LETTER OF UNDERSTANDING

January 29, 1993

Ms. Colette Hooson-Gibbs  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Hooson-Gibbs:

Discussion was held during the 1993 negotiations regarding the need for an ergonomic study for the entire office and particularly in the Data Entry department.

The Company agrees that this study may commence after the issue has been discussed and a plan of action has been formulated by the joint Health & Safety Committee.

Sincerely,

LORRI RENAUD  
Manager  
Personnel Services

ID4407  
GSADMIN

**#14**

LETTER OF UNDERSTANDING

January 29, 1993

Ms. Colette Hooson-Gibbs  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Hooson-Gibbs:

Discussion was held during the 1993 negotiations regarding harassment in the workplace, and specifically sexual harassment.

The Company and the C.A.W. agree that freedom from sexual harassment in the workplace is a human right of an employee. As such, both the Company and the C.A.W. have developed policies to help guarantee this human right. Copies of these policies will be posted on the bulletin boards in all of our offices.

Sincerely,

LORRI RENAUD  
Manager  
Personnel Services

ID4406  
GSADMIN

**#15**

**LETTER OF UNDERSTANDING**

January 29, 1993

Ms. Colette Hooson-Gibbs  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Hooson-Gibbs:

Discussion was held during the 1993 negotiations regarding Article 30.00 (a). The Union agrees that the Company can also bring part-time employees in for more than twenty-four (24) hours per week during the month of May if it is required for training purposes.

Sincerely,

LORRI RENAUD  
Manager  
Personnel Services

ID4404  
GSADMIN

**#16**

LETTER OF UNDERSTANDING

Mrs. Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Mrs. Brown:

Discussion was held during the 2005 contract negotiations concerning the qualification date for vacations.

It was agreed that the April 1st qualification date would apply to all vacation from May 1st to December 31st of that year, and that there would be a November 1st qualification date for January, February, March and April of the following year.

Management will review and approve vacation requests, including sorting out conflicts, in five (5) working days after the request period closes.

Seniority will rule for any vacation requests submitted in writing by the qualification dates for the respective time periods, and after that, it will be approved on a first come, first serve basis.

Sincerely,

Tim Catherwood  
Vice President, Human Resources

#17

LETTER OF UNDERSTANDING

March 25, 1993

Ms. Colette Hooson-Gibbs  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Hooson-Gibbs:

Discussion was held during the 1993 negotiations regarding changes in the qualifications for Section Co-ordinator - W.I. and Claims Adjudicator - W.I.

It was agreed that the new qualifications would be as follows:

Section Co-Ordinator - W.I.

- RNA Certificate
- 2 years of practical experience (for internal candidates we would consider 2 years of claims experience to be equivalent)
- 2 years of departmental experience adjudicating W.I. claims

Claims Adjudicator - W.I.

- RNA Certificate
- 2 years of practical experience (for internal candidates we would consider 2 years of claims experience to be equivalent)

These new qualifications will apply to all postings for these classifications which are posted after the effective date of this Collective Agreement.

As the result of these qualifications changes the Claims Adjudicator - W.I. classification will be adjusted to \$32,441.00 final annual, Mar. 1, 1991 equivalent.

Gayle Siddall, Cheryl Pare, Louise Westray and Cindy Ouellette currently adjudicate the W.I. claims. As such, these employees will be deemed to be in the classification of Claims Adjudicator - W.I.

The Company has agreed to provide an education program for these employees to allow them to achieve an equivalent qualification. Once they have successfully completed this education program, the Company will adjust their rate for pay as indicated above.

Sincerely,

LORRI RENAUD  
Manager, Personnel Services  
ID4531  
GSADMIN

#18

LETTER OF UNDERSTANDING

March 29, 1993

Ms. Lorri Renaud  
Manager Personnel Services  
Green Shield Canada

Dear Ms. Renaud:

During the course of negotiations, extensive discussion took place concerning lateral job postings.

The Union's position that lateral job postings are to be recognized under the existing language of the Collective Agreement was reaffirmed. The Company recognizes the right of the membership to post laterally, but in doing so, they expressed that they had serious concerns because of the severe disruption this has on meeting the needs of our clients.

The Company recognized the right of the Union employees to move laterally, both on permanent and temporary job postings, however, if lateral moves are ever used by the membership for extraneous reasons, the Company reserves the right to limit the rights of the entire membership in regard to lateral job postings. The Company agrees that prior to enforcing this restriction, a thorough and comprehensive discussion with the Union will take place, requesting their possible agreement.

As well, the Union agreed to discuss this letter and the Company's concerns at the ratification meeting.

Sincerely,

Colette Hooson-Gibbs  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

#20

LETTER OF UNDERSTANDING

February 1, 1996

Ms. Colette Hooson  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Hooson:

During the contract negotiations, we discussed cross-training and equalization of hours in the part-time pool.

The Company agrees that we will attempt, when feasible, to cross train part-time employees and equalize the hours they are working.

Sincerely,

Lorri Renaud  
Manager, Human Resources

LR/par

#21

LETTER OF UNDERSTANDING

February 1, 1996

Ms. Colette Hooson  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Hooson:

During the contract negotiations, we discussed the calculation of the annual maximums on the dental and out-of-province plans.

It was agreed that the Company will provide the Union with documentation that shows how the maximums are calculated and the screens updated to reflect the revised maximums.

Sincerely,

Lorri Renaud  
Manager, Human Resources

LR/par

#22

LETTER OF UNDERSTANDING

February 8, 1999

Ms. Shirley Wuerch  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Wuerch:

The following was agreed to during contract negotiations:

1)If an employee is made redundant and laid-off in any office, we will consider him/her as a new hire into a union position in another office if the position was not filled in accordance with Article 13.01 - Job Posting and he/she meets the qualifications on the job posting. If the employee is accepted into the position, his/her seniority will transfer with him/her.

2)If a job is posted in any office and not filled in accordance with Article 13.01 - Job Posting, the Company may consider an employee from any office who meets the qualifications on the job posting. If the Company accepts the employee into the vacant position, his/her seniority will transfer with him/her. His/her seniority can only be used to bump back to the office where he/she came from if his/her job is made redundant and he/she is laid-off.

Sincerely,

Lorri Renaud  
Manager, Human Resources

LR/par

#23

LETTER OF UNDERSTANDING

February 13, 1996

Ms. Colette Hooson  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Hooson:

During contract negotiations, we discussed the minimum increments in which the Company will grant vacation, lieu, PPH and Heritage Day.:

It was agreed that a maximum of two (2) days can be taken in increments of one-quarter (1/4) day. All other time must be taken in increments of no less than one-half (1/2) day.

The granting of one-quarter (1/4) days is not subject to the provisions of Article 16.00 (h). Preference will be given to time-off requests of whole and one-half (1/2) days scheduled prior to the mandatory scheduling cut-off dates indicated in Letter #16 of the Collective Agreement.

Sincerely,

Lorri Renaud  
Manager, Human Resources

LR/par

#25

LETTER OF UNDERSTANDING

April 10, 1996

Ms. Colette Hooson  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Hooson:

Discussion was held during the 1996 negotiations regarding the need to discuss and provide copies of the results for any ergonomic studies that are done in the office.

The Company agrees that a copy of the results will be given to the Joint Health and Safety Committee for review and discussion.

Sincerely,

Lorri Renaud  
Manager, Human Resources

LR/par

#28

LETTER OF UNDERSTANDING

April 15, 1996

Ms. Colette Hooson  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Hooson:

The Company agrees to continue to work co-operatively with the Union on health and safety issues in the office. This will be achieved through the Joint Health & Safety Committee which has equal representation from both the Union and the Company.

Sincerely,

Lorri Renaud  
Manager, Human Resources

LR/par

**#29**

LETTER OF UNDERSTANDING

April 15, 1996

Ms. Colette Hooson  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Hooson:

The Company agrees to implement flex-time schedules in both Toronto Offices. We will attempt to accommodate the employee's needs, however, we will have to ensure that these accommodations do not negatively impact our customer service requirements.

Sincerely,

Lorri Renaud  
Manager, Human Resources

LR/par

**#30**

LETTER OF UNDERSTANDING

April 15, 1996

Ms. Colette Hooson  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Hooson:

Discussion was held during the 1996 negotiations regarding flex-time for certain departments in the Windsor Office.

The Company agrees to review the issue of flex-time and implement flex-time arrangements in the departments where it is feasible.

Sincerely,

Lorri Renaud  
Manager, Human Resources

LR/par

February 29, 2008

LETTER OF UNDERSTANDING

BETWEEN

GREEN SHIELD CANADA

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA

(C.A.W. - CANADA) AND ITS LOCALS 240 AND 673

During the 2008 contract negotiations, the Company and the Union discussed at length the Company's need to provide customer service to its clients and providers during the Christmas Shutdown Period outlined in Article 16.01 of the Collective Agreement.

The Union agreed to allow the Company to ensure minimum levels of staff in certain departments during this period of time during our normal hours of operation (excluding flex\_time) to provide ongoing customer service to its clients and providers. The terms of this agreement are as follows:

1) These terms apply to the Claims Department, Customer Service Department, Client Administration Department, Administrative Services Department, Accounting Department and the PBX Operator.

2) A notice will be posted and the employees can volunteer to make a commitment to work the days indicated. The Company will attempt to achieve its minimum staffing levels on a voluntary basis, failing which we will achieve our minimum levels with the lowest seniority people who are able to provide the necessary service. The Company will make an effort to provide cross-training where it is reasonable and appropriate to achieve the minimum staffing levels.

3) The minimum staffing levels are to be no greater than 50% of the

regular staffing complement of each department and in Customer Service, 50% of each of the English and Bilingual classifications indicated in number 1 above, except PBX Operator which is a minimum of one person.

4)The Company agrees to not include December 24th as a necessary date to provide these services.

5)The employee will be given a choice to be compensated for all hours worked on any of the dates defined below as follows:

- i. The employee can be paid at the rate of one time their base hourly rate in addition to their holiday pay for the day plus he/she will be given a day off in lieu of the holiday; or
- ii. The employee can be paid at a rate of two times their base hourly rate in addition to their holiday pay for the day.

For the term of this collective agreement the following dates will apply:

- 2008 - December 29<sup>th</sup>, 30<sup>th</sup> and 31<sup>st</sup>
- 2009 - December 28<sup>th</sup>, 29<sup>th</sup> and 30<sup>th</sup>
- 2010 - December 28<sup>th</sup>, 29<sup>th</sup> and 30<sup>th</sup>

Dated this 29<sup>th</sup> day of February 2008

FOR THE UNION:

FOR THE COMPANY:

\_\_\_\_\_  
Chris Hutnik

\_\_\_\_\_  
Tim Catherwood

#35

LETTER OF UNDERSTANDING

January 28, 1999

Ms. Shirley Wuerch  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Wuerch:

As a result of these negotiations, the Company agrees to recognize April 28<sup>th</sup>, or when it falls on the weekend, the immediate preceding, or following, workday as the “National Day of Mourning”, and, as such, will have one minute of silence at 11:00 a.m.

Sincerely,

Lorri Renaud  
Manager, Human Resources

**#36**

LETTER OF UNDERSTANDING

January 28, 1999

Ms. Shirley Wuerch  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Wuerch:

As a result of these negotiations, the Company agrees to recognize December 6<sup>th</sup>, or when it falls on a weekend, the immediate preceding or following workday, as a day in support of the “Eradication of Violence Against Women”.

Sincerely,

Lorri Renaud  
Manager, Human Resources

#38

LETTER OF UNDERSTANDING

February 8, 1999

Ms. Shirley Wuerch  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Wuerch:

Discussion was held during the 1999 negotiations regarding employee awareness of job postings. It was agreed that the Company would implement a voice message box that employees could access to inform them of job postings that are currently available.

Sincerely,

Lorri Renaud  
Manager, Human Resources

#39

LETTER OF UNDERSTANDING

February 8, 1999

Ms. Shirley Wuerch  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Wuerch:

During the 1999 contract negotiations, we discussed the delay in implementing moves when an employee has secured a job through job posting.

The Company agrees to implement moves related to job postings within 120 days. The 120 day period will start after the finalization of the job posting process. The Union recognizes that in some situations this may not be possible and agrees to provide the Company with an extension to this time period, if the situation is justified.

Sincerely,

Lorri Renaud  
Manager, Human Resources

**#40**

LETTER OF UNDERSTANDING

February 8, 1999

Ms. Shirley Wuerch  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Wuerch:

During the 1999 contract negotiations, we discussed the issue of assigning part-time employees to various work assignments.

The Company agreed to utilize part-time employees in accordance with the terms indicated in Article 30.00 of the Collective Agreement. The Company further agrees that after April 30, 2000, it will post assignments that are not specified in Article 30.00, as temporary full-time positions, if the expected duration of the assignment is 120 days or greater.

Sincerely,

Lorri Renaud  
Manager, Human Resources

#42

LETTER OF UNDERSTANDING

February 22, 1999

Ms. Shirley Wuerch  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Wuerch:

During contract negotiations, we discussed the issue of the current use of Part-Time Pool employees.

We agreed that thirty (30) people would be re-classified and be entitled to the same sick, casual and bereavement time, W.I. and L.T.D. benefits as full-time people, for the period of time they continue to work full-time hours. This reclassification will be offered on a seniority basis.

It was further agreed that any of the employees who are re-classified that have not secured a classification through job posting, will be considered to be in a job class of "Relief" for layoff purposes.

Sincerely,

Lorri Renaud  
Manager, Human Resources

#45

LETTER OF UNDERSTANDING

February 21, 2002

Ms. Debbie Gaudette  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Gaudette:

As a result of these negotiations, the Company and the Union have agreed to rename the job classification of Research Assistant. This classification will be named "Drug Pricing Administrator".

Sincerely,

Lorri Renaud  
Director, Human Resources

**#46**

LETTER OF UNDERSTANDING

February 21, 2002

Ms. Debbie Gaudette  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Gaudette:

Discussion was held during the 2002 negotiations, regarding the need to develop an Evacuation Plan for the new office in Windsor. The Company agrees to have an Evacuation Plan developed within 4 months of occupying the new office.

The Company agrees to invite input regarding this Plan from the Joint Health and Safety Committee.

Sincerely,

Lorri Renaud  
Director, Human Resources

#47

LETTER OF UNDERSTANDING

February 21, 2002

Ms. Debbie Gaudette  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Gaudette:

This is to verify that the Company agrees to continue to provide an office and standard office supplies for the Union at its Head Office, located at 8677 Anchor Drive, Windsor, Ontario, N8N 5G1.

Sincerely,

Lorri Renaud  
Director, Human Resources

LETTER OF UNDERSTANDING

February 26, 2005

Ms. Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Brown:

It is agreed and understood, that all provisions of the Collective Bargaining Agreement will apply to Local 673 of the C.A.W., with the exception of Article 6.01 (a), and Article 14.01 (d).

The Company will grant one (1) employee leave-of-absence for Union activities as outlined in Article 14.01 (d), and will acknowledge the right of Local 673 to have one (1) member designated as Chairperson {Article 6.01 (a)}.

The Company agrees that the member designated as Chairperson above will be invited to participate in contract negotiations.

Furthermore, the Company will grant one (1) employee, in the other Toronto Office location, designation as a Union Committee Person solely for the representation of unionized employees on day-to-day issues.

Sincerely,

Tim Catherwood  
Vice President, Human Resources

**#49**

LETTER OF UNDERSTANDING

February 21, 2002

Ms. Debbie Gaudette  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Gaudette:

Discussion was held during the 2002 negotiations, regarding the issue of paying cash advances to employees because of financial hardship during the period of time that they are waiting for their Weekly Indemnity payment from the carrier.

The Company agreed in these situations to pay a cash advance to the employee as long as the employee signs the appropriate documentation committing to re-paying the cash advance to the Company.

Sincerely,

Lorri Renaud  
Director, Human Resources

**#50**

LETTER OF UNDERSTANDING

February 21, 2002

Ms. Debbie Gaudette  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Gaudette:

Discussion was held during the 2002 negotiations regarding Pay Equity. Both the Union and the Company agreed that they are committed to maintaining Pay Equity and will evaluate new and/or changing positions in accordance with the Pay Equity Act.

Sincerely,

Lorri Renaud  
Director, Human Resources

#51

LETTER OF UNDERSTANDING

February 21, 2002

Ms. Debbie Gaudette  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Ms. Gaudette:

During the 2002 contract negotiations, we discussed the current use of Part-Time Pool employees.

We agreed to post three (3) full-time EHS positions and to re-classify the seniority part-time pool employees who have worked full-time hours for the past eight (8) consecutive weeks as "Relief". These employees will be entitled to the same sick, casual and bereavement time, WI and LTD benefits as full-time people, for the period of time they continue to work full-time hours.

Sincerely,

Lorri Renaud  
Director, Human Resources

#53

LETTER OF UNDERSTANDING

February 14, 2005

Mrs. Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Mrs. Brown:

During the 2005 contract negotiations, the Company and the Union had discussions about the notice provided to employees when their hours of work change as a result of job posting.

The Company understands that there may be extenuating circumstances that need to be considered. The Company agrees to work with employees to accommodate these circumstances, where possible.

Sincerely,

Tim Catherwood  
Vice President, Human Resources

#54

LETTER OF UNDERSTANDING

February 14, 2005

Mrs. Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Mrs. Brown:

The Company and the Union agree that the job posting process, as contained in the collective agreement, is of great importance to both parties. The Company will not tolerate the use of the job posting process for extraneous purposes, therefore, the Union agrees to educate their membership about the job posting process and will address it at the ratification meeting.

Sincerely,

Tim Catherwood  
Vice President, Human Resources

#55

LETTER OF UNDERSTANDING - REVISED

February 26, 2008

Mrs. Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Mrs. Brown:

During negotiations the Company and the Union had extensive discussions about rest and lunch periods.

During these discussions the Company stated that they support the intention in the Collective Agreement with regard to rest and lunch periods, including the desire to schedule rest and lunch periods to provide rest periods that are balanced with work periods. The Company expressed concern that the current rest provisions are not allowing the Company's service standards and performance targets to be met and this failure is having a serious adverse effect on Green Shield's customers and employees, and could impact the Company's competitive position. The Company expressed the desire to have increased flexibility, specifically to have employee breaks not strictly linked to the midpoint of their morning and/or afternoon shifts where employees are involved in meetings or activities that are best not interrupted by a precise break time and/or where strict application of a precise break time would adversely impact customer service.

The Company and the Union have agreed to work cooperatively to ensure that the application of rest and lunch periods meets the intention of the Collective Agreement and also ensures that Company service standards and performance targets will be met. The Company and Union agree to regularly review this matter at meetings of the Labour-Management Forum.

Sincerely,

Tim Catherwood  
Vice President, Human Resources

#56

LETTER OF UNDERSTANDING

February 14, 2005

Mrs. Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Mrs. Brown:

During negotiations the Company and the Union discussed the status of Video Display Terminals (VDT) and the inspections provided for in Article 31.

On the basis of these discussions, the Company and the Union agree that computer technology has changed significantly in recent years and will continue to evolve.

The Company and the Union agree that inspections should only be done where there is evidence that the use of computer screen technology could be harmful to employees. The Company and the Union agree that the Joint Health and Safety Committee will review this need on an annual basis.

Sincerely,

Tim Catherwood  
Vice President, Human Resources

LETTER OF UNDERSTANDING

February 14, 2005

Mrs. Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Mrs. Brown:

During negotiations the Company and the Union discussed the guidelines related to flex time.

On the basis of these discussions, the Company and the Union agreed to clarify the current guidelines:

- Start times can range from 7:00 a.m. to 9:30 a.m. and end times range from 3:00 p.m. to 5:30 p.m.
- Flex time requests will only be accommodated where customer service and business needs are not negatively impacted.
- The Company has a right to ensure that there is adequate coverage over core business hours.
- Where flex time is approved for an employee, the employee cannot change the hours day to day, it must be consistent.
- Seniority will be considered in the granting of flex time.
- Requests for changes by employees require a minimum of twenty-four (24) hours notice and can be denied.
- Performance expectations must be met.
- Casual appointments are expected to be scheduled, if possible, around the normal working hours or as late in the day as possible.
- Work obligations such as training or meetings which are scheduled outside of an employee's flex time will be given priority. The employee(s) will be required to change their flex time schedule to accommodate these obligations.
- The Company can change an employee's flex time schedule due to vacations, illness and departmental staffing requirements.
- An employee's flex time schedule can change if an employee with higher seniority joins the department or submits a new request for

flex time. In this case, if employee(s) are bumped out of their flex time, a notice/adjustment period will be given to the employee(s) affected, but it will not be longer than eight (8) weeks.

Sincerely,

Tim Catherwood  
Vice President, Human Resources

LETTER OF UNDERSTANDING

February 26, 2005

Mrs. Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Mrs. Brown:

Discussions were held during the 2005 negotiations regarding the use of agency and/or short term contract I.T. workers for the purpose of securing Provincial and/or Federal government contracts and related business. The Company indicated that without this flexibility the Company will be unable to meet the terms of the agreements and/or prospective Provincial and/or Federal government contracts and related business.

The Company and Union agree to the Company's use of agency or contract I.T. employees on Provincial and/or Federal government contracts and related business with the following understanding:

- The Company agrees that it will not use agency and/or contract employees as a means of avoiding permanent, full time employment opportunities.
- The Company agrees to notify the Union in advance where there is a requirement for agency and/or contract work and will provide the Union with information about the reason for this requirement and indicate the projected start and end dates for work assignments.
- The agency and/or contract employees are required in order to fill specific I.T. skill requirements.
- The agency and/or contract employees are used to deliver short-term projects of no longer than 12 months.
- The agency and/or contract employees will have work terms of no longer than 12 months.
- No Green Shield I.T. developers will be on layoff during the tenure of the agency and/or contract employees.
- After the completion of the project, Green Shield employees will be

responsible for the ongoing maintenance of the software systems created where such maintenance work is work that Green Shield has been awarded as part of their contract.

- The Company agrees to include the names of agency and/or contract employees on the union dues cheque report and pay union dues on behalf of these employees.
- Agency and/or contract employees will accrue seniority in the event that they are hired as full-time bargaining unit employees.

The Union recognizes that in some situations extensions to this time period may be required. Such extensions may be granted upon mutual agreement between the Union and the Company.

Sincerely,

Tim Catherwood  
Vice President, Human Resources

#59

LETTER OF UNDERSTANDING

February 26, 2005

Mrs. Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Mrs. Brown:

During the contract negotiations, the Company and the Union agreed that students can be used during the period of May 1<sup>st</sup> to September 15<sup>th</sup> and during the Christmas shutdown period.

It was agreed that students will be paid eighty percent (80%) of the start rate for the Mail Handler classification and that students will not be entitled to any benefits as outlined in the Collective Agreement.

Sincerely,

Tim Catherwood  
Vice President, Human Resources

**#60**

LETTER OF UNDERSTANDING

February 25, 2005

Mrs. Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Mrs. Brown:

During the contract negotiations, the Company and the Union had discussion concerning Human Rights training.

The Company agreed to provide all new employees with Human Rights training as part of the Company provided Orientation Program and that this training would not be less than two (2) hours in duration.

The Company will work with the Union regarding the content of the Human Rights section of the Company Orientation Program.

The Company also agreed that previously provided Human Rights training would be provided to employees who, as of the date of ratification of the collective agreement, have not received the training, as a way to bring all employees to the same level of awareness with the understanding that the training will be provided as quickly as can be arranged giving consideration to the needs of the business and other key training priorities.

Sincerely,

Tim Catherwood  
Vice President, Human Resources

**#61**

LETTER OF UNDERSTANDING

February 26, 2005

Mrs. Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Mrs. Brown:

During the contract negotiations the Company agreed that if Computer Operators are required to remain in the workplace when the rest of the employees are sent home with full compensation, the Computer Operators will be compensated with an additional half time premium for the remainder of their time on their shift. If the Computer Operators are required to remain on-duty after their shift has ended, they will be compensated at double time wages until they leave.

Sincerely,

Tim Catherwood  
Vice President, Human Resources

#62

LETTER OF UNDERSTANDING

February 25, 2005

Mrs. Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Mrs. Brown:

During the 2005 negotiations the Company and the Union had discussions about the Company's policy in relation to educational assistance.

The Company stated that it will be reviewing its policies with regard to training and education providers in recognition of the growing availability of educational and training courses available through alternative sources including web-based training.

Sincerely,

Tim Catherwood  
Vice President, Human Resources

LETTER OF UNDERSTANDING

February 25, 2005

Mrs. Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Mrs. Brown:

During the 2005 negotiations the Company and the Union had discussions about the Company's interest in developing a Co-Operative Student program.

The Company has indicated that Green Shield wants to have the ability to partner with the Universities and Colleges in the communities where the Company is located to provide Co-op students with the opportunity to gain some of the work related experience they need to graduate from their program. Through Co-op programs employers are required to provide students with meaningful work and mentoring. Under the Co-op program community colleges and universities define the rates that are paid to Co-op students based on the skills that students possess and the year of study students are enrolled in within their course of study.

The Company has indicated that they have not yet worked on the details of a proposed program for Co-op students but plan to begin the development of a program. The Company agreed to consult with the Union about and secure Union agreement for any program that is developed which would involve Co-op students in work done within the bargaining unit.

Tim Catherwood  
Vice President, Human Resources

LETTER OF UNDERSTANDING - REVISED

February 27, 2008

Mrs. Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Mrs. Brown:

During 2008 negotiations the Company and Union had discussions about the Customer Service Centre. The Company and Union agreed on the importance of the Customer Service Centre to the business and the need for the Customer Service Centre to provide a consistently high level of service to Green Shield's clients, providers and subscribers.

The Company and Union discussed current issues and constraints in relation to the Customer Service Centre including work station space, the movement of employees within and in & out of the Customer Service Centre that has occurred over recent months, training capacity, and the overall cost of operating the Customer Service Centre. The Company and Union discussed the need to balance the requirement of best in class service for Green Shield's customers with employee concerns about the demands inherent working in the CSC.

The Company and Union have agreed to work together to develop and implement solutions for the Customer Service Centre that will address issues identified in their discussions. Among the actions that will be developed are:

- 1) Expanded use of All Lines positions that will provide flexibility in the Customer Service Centre to address work flow requirements.
- 2) Job Rotation:
  - i. The Company will continue to provide job rotation within the Customer Service Centre Job rotation will include duties in relation to:
    - o WMS and CSC e-mail

- Front counter
  - Relief for front counter which currently includes pulling batches, answering voice mail, and looking after faxes
  - Peer employee training
- ii. It was understood that training will need to be developed and provided to employees in some cases to give employees the skills required for job rotation duties.

### 3) Training:

The Company outlined the level and type of training that it plans to develop and implement in the Customer Service Centre, including:

- Completion of the training of CSC Representatives so that they are all trained to handle calls on all lines of business.
- Additional training for CSC Representatives in areas such as communications, dealing with difficult customers, problem solving, conflict resolution, stress management.

4) The Company indicated that Management will work towards maintaining a reduction in the number of overflow calls going into Claims. The Company and Union discussed the need to develop and implement the above steps in a staged manner. It was agreed that the Company will commence actions to address Customer Service Centre issues within 30 days after ratification of the Collective Agreement. The Company agreed to consult with the Union in relation to steps being taken and to report on the progress being made in these areas at each meeting of the Labour-Management Forum.

Tim Catherwood  
Vice President, Human Resources

#65

LETTER OF UNDERSTANDING

February 26, 2005

Mrs. Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Mrs. Brown:

During 2005 negotiations the Company and Union had discussions about the coordination of government catastrophic drug benefit coverage with Green Shield's drug benefit coverage.

The Company and Union have agreed that if a government catastrophic drug plan were to be introduced the Company and Union would meet to discuss and come to some resolution about a method through which employee drug coverage could be coordinated with the government program in such a manner that the government would be the primary payer of costs related to catastrophic drugs.

Tim Catherwood  
Vice President, Human Resources

#66

LETTER OF UNDERSTANDING

February 28, 2005

Ms Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Debbie:

During the 2005 negotiations the Company and Union had discussions about several issues related to I.T compensation, including the concept of a possible adjustment to I.T. compensation.

The Company and Union agreed that I.T. compensation issues are complex and cannot be dealt with in the absence of additional study.

The Company and Union agreed to further discussions, after ratification of the Collective Agreement, through which they will come to some resolution about the best way to approach I.T compensation issues. The Company and Union agree that a mutually-agreeable resolution should:

- Be fair to all employees working in the I.T. job classifications
- Be consistent with pay equity
- Support the Company's efforts to recruit and retain I.T. employees
- Consider comparable marketplace data.

In the end the Company and Union are interested in a system that places employees working within specific I.T. job classifications into a salary range grid.

The solution developed by the Company and Union will form part of and be published as part of the Collective Agreement.

Sincerely,

Tim Catherwood  
Vice President, Human Resources  
Green Shield Canada

#67

LETTER OF UNDERSTANDING

February 28, 2005

Ms Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Debbie:

The Company and the Union have agreed to the definition below in reference to the word “coordinated” in Article 14.01.

“For the purposes of this Collective Agreement “coordinated” and “coordination” shall mean that where an employee has an entitlement to the same leave of absence pursuant to the Collective Agreement and pursuant to the Employment Standards Act, 2000, the employee shall be entitled to such leave only once and the leave taken pursuant to the Collective Agreement or the ESA shall also be counted against the total leave entitlement conferred by the other. Nothing in this Collective Agreement shall prevent the Union from asserting pursuant to section 5 (2) of the ESA that the ESA and not the Collective Agreement applies where the ESA provides for an employee a greater benefit than does the Collective Agreement.”

Sincerely,

Tim Catherwood  
Vice President, Human Resources

**#68**

**LETTER OF UNDERSTANDING**

February 29, 2008

Ms Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Mrs. Brown:

For the Toronto employees, the Company agrees to allow employees to utilize the pricing for parking offered by the landlord and will also provide a transportation supplement of \$40.00 per month.

Sincerely,

Tim Catherwood  
Vice President, Human Resources

# 69

LETTER OF UNDERSTANDING

February 29, 2008

Ms Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Mrs. Brown:

During negotiations the Company and Union discussed government legislation dealing with the matter of mandatory retirement, including current provisions that impact the availability of life and disability insurance for employees working past age 65 years. The parties discussed the possibility that these legislative provisions may be challenged in court or before a human rights tribunal in terms of their constitutionality.

The Company and Union have agreed that if legislative changes and/or a ruling by a superior court or a human rights tribunal serve to broaden the availability of life and/or disability insurance coverage from the providers of this insurance the parties will meet to review the applicability of these changes and their impact on Green Shield's benefits plans.

Sincerely,

Tim Catherwood  
Vice President, Human Resources

# 70

LETTER OF UNDERSTANDING

February 26, 2008

Mrs. Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Mrs. Brown:

During negotiations the Company and the Union agreed to reconstitutes regular Labour-Management Forum meetings. It was also agreed that through this forum the Company and Union will address the issues of desks and phones for the evening shift and the scheduling process in Computer Operators.

Sincerely,

Tim Catherwood  
Vice President, Human Resources

# 71

LETTER OF UNDERSTANDING

February 29, 2008

Mrs. Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Mrs. Brown:

During 2008 collective bargaining, the Company and Union had discussions about the importance of return to work activities in relation to employees who have been absent from the workplace for extended periods of time because of illness or injury.

The Company and Union agree to work together in relation to situations where return to work activities are appropriate for an employee.

Sincerely,

Tim Catherwood  
Vice President, Human Resources

#72

LETTER OF UNDERSTANDING

February 29, 2008

Mrs. Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Mrs. Brown:

During the 2008 contract negotiations, the Company and the Union discussed at length the Company's need to provide customer service to its clients and providers on Easter Monday as pursuant to Article 16.01 of the Collective Agreement.

The Union and the Company agreed to a minimum staffing level of 60% in the Customer Service Centre in of each of the English and Bilingual classifications on this day to allow the Company to operate during its normal hours of operation to provide ongoing customer service to its clients and providers.

The Company will attempt to achieve this minimum staffing levels on a voluntary basis, failing which we will achieve the minimum levels with the lowest seniority people who are able to provide the necessary service.

The Part Time All Lines Adjudicators will not be included in the minimum staffing levels for Customer Service on Easter Monday. The Part Time Customer Service Representatives will not be required to work more than 4.5 hours unless they volunteer to do so. Any Part Time Representative who volunteers to work a full shift (7.5 hours) will be compensated for the lieu day at 7.5 hours.

Employees who work on Easter Monday will be given a choice to be

compensated for all hours worked as follows:

(i) The employee can be paid at the rate of one time their base hourly rate in addition to their holiday pay for the day plus he/she will be given a day off in lieu of the holiday;

or

(i) The employee can be paid at a rate of two times their base hourly rate in addition to their holiday pay for the day.

Sincerely,

Tim Catherwood  
Vice President, Human Resources

#73

LETTER OF UNDERSTANDING

February 29, 2008

Mrs. Debbie Brown  
Union Chairperson  
C.A.W. Local 240  
Green Shield Canada

Dear Mrs. Brown:

During 2008 collective bargaining, the Company and Union agreed to an extended parental leave without pay up to a maximum of one (1) year. The employee will continue to accrue seniority during this time. The employee will also have the option to pay for their health benefits during this time.

Sincerely,

Tim Catherwood  
Vice President, Human Resources

**AMENDMENT - MEMORANDUM OF SETTLEMENT**

BY AND BETWEEN

GREEN SHIELD CANADA

AND:

THE NATIONAL AUTOMOBILE, AEROSPACE  
TRANSPORTATION, AND GENERAL WORKERS  
UNION OF CANADA (C.A.W. - CANADA)  
LOCALS 240 & 673

The following constitutes a basis of settlements of all outstanding issues arising out of the current negotiations between the parties for a new Collective Agreement.

The attached amendments will form and become part of the new Collective Agreement subject to ratification by the respective parties.

This Collective Agreement will be effective from March 1, 2008 and will expire subject to the provisions of Article 24 (Termination) on February 28, 2011.

It is further agreed, that any clause not altered or amended in the course of negotiations will remain as is, from the prior Collective Agreement.

DATED at Windsor, Ontario this 29<sup>th</sup> day of February 2008.

\_\_\_\_\_  
Chris Hutnik

\_\_\_\_\_  
Tim Catherwood

\_\_\_\_\_  
Debbie Brown

\_\_\_\_\_  
Lorri Renaud

\_\_\_\_\_  
Angela Watson

\_\_\_\_\_  
Mary Lynn Myers

\_\_\_\_\_  
Jodi Nesbitt

\_\_\_\_\_  
Rick Thrasher

\_\_\_\_\_  
Diane Landry Local 673

\_\_\_\_\_  
Cathy Morrison

\_\_\_\_\_  
Mike Blain