#### **MEMORANDUM OF AGREEMENT**

### **BETWEEN:**

#### **ECOJUSTICE CANADA**

(hereinafter referred to as the "Employer")

#### **PARTY OF THE FIRST PART**

#### AND:

# MoveUp, CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S UNION, LOCAL 378

(hereinafter referred to as the "Union")

#### **PARTY OF THE SECOND PART**

By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

- 1. This Memorandum of Agreement ("Memorandum") shall be deemed to include all attachments hereto affixed as Appendix "A".
- 2. It is agreed that the terms and conditions of the current Collective Agreement including all attachments (MOA, LOA, MOU) in force and effect between the Employer and the Union from December 1, 2015 to November 30, 2018, inclusive, shall become the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum.
- 3. It is agreed that the terms and conditions of the attached amendments (Appendix "A") shall be included in the current successor Collective Agreement between the Parties.
- 4. All the terms and conditions to be included in the current successor Collective Agreement between the Parties shall be effective from December 1, 2018 to November 30, 2021.
- 5. Transportation Incentive

All employees who are active as of October 16<sup>th</sup>, 2018 upon ratification of this agreement will be grandfathered into their current transportation incentive selection (85% of zone 1, 50% of zone 2 and zone 3 Translink monthly pass reimbursement). This transportation incentive will be grandfathered at current 2018 Translink rates.

- Employees will be able to opt in to the updated transportation incentive outlined in Appendix "A" upon request to the employer.
- 6. Upon ratification by both Parties in accordance with this Memorandum, the following provisions of Appendix "A" shall come into force and effect as of December 1, 2018.
- 7. It is mutually agreed that this Memorandum is subject to ratification by the respective principals of each of the Parties. The Employer expressly agrees, however, that the Union shall not be required to conduct any ratification vote with respect to this Memorandum or release the results of the ratification vote unless and until the Employer has ratified this Memorandum and advised the Union in writing of its acceptance.
- 8. The Members of both the Union's Negotiating Committee and the Employer's Negotiating Committee hereby expressly agree that they will unanimously recommend acceptance of this Memorandum to their respective principals.
- 9. It is mutually agreed that any proposal(s), in whole or in part, of the Employer or the Union, and any related commentary of either Party, arising during shall be deemed to be both introduced and withdrawn on a "without prejudice" basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other proceeding in law.
- 10. In the event of any dispute between the Parties concerning the interpretation, application, operation or any alleged violation of any provision of this Memorandum including, but not limited to, all the attachments hereto affixed as Appendix "A", this Memorandum in its entirety shall be deemed to be incorporated into the then current Collective Agreement between the Parties as if set forth in full therein in writing, and shall so apply, and any such dispute shall, consequently, be subject to resolution in accordance with the grievance and arbitration procedures contained in said collective agreement.
- 11. All grievances and other disputes involving the Employer and the Union which are not expressly resolved by this Memorandum shall be deemed to be unresolved by this Memorandum.

Signed at VanCouter	, B.C. this 16th day of 001000, 2018.
For the Union	For the Employer  (AU)STC   STC   ST

# APPENDIX "A"



(Canadian Office and Professional Employees Union, Local 378)

Union Number	Affected Article/MOU	Date:	Time:
UP#3	7.01	Amend	

### 7.01 Job Postings

- (a) Except as otherwise provided for in this Agreement, all permanent and fixed-term job vacancies that the Society intends to fill will be posted for five (5) working days. Job vacancies which are posted throughout the Society will be advertised on the Society's Electronic Systems. The Society may advertise the vacant position externally during and/or after the posting period. A permanent job vacancy which arises through attrition, and which the Society intends to fill, will be posted within twenty-one (21) calendar days of the vacancy occurring, or being assumed by an acting incumbent.
- (b) The closing date of any job posting will not expire until the job has been posted for a minimum of five (5) working days. Any applicant will have her/his job application accepted by the Society, provided it is received by the Society by the closing date.
- (c) The job posting shall contain all relevant job information including job title, work location, required knowledge, skills and abilities, or equivalent, salary, special conditions, status (full-time or part-time, etc.), and the closing date of the competition. Should any of these conditions change after the job is posted, modifications will be issued and attached to the posting with the closing date amended consistent with the minimum five (5) day posting requirement.
- (d) Late applications due to sickness, vacation or other authorized leave of absence will be accepted, provided such application is received prior to the successful applicant being advised. In situations where late applications are submitted, the cause for the application being late must be indicated on the application form.
- (e) The Society will provide copies of all job postings to the Union office as part of the normal posting distribution.

E&OE Signed off this	150	day of _	October	20_18
For the Union	2		For the Employer	noce.

- (f) Unless otherwise agreed to by the parties, the Union shall be advised, at the time of hiring of any hire from outside the bargaining unit, when there are bargaining unit applicants involved in the specific job posting; with the Society providing the following information:
  - (i) Names of bargaining unit applicants who applied to the position.
  - (ii) Reasons for selection outside the bargaining unit.
  - (iii) Applicants for posted positions who are interviewed will be given time off without loss of pay for that purpose and such interviews will be held during the Employer's normal working hours.
- (g) Applicants for posted positions who are interviewed will be given time off without loss of pay for that purpose and such interviews will be held during the Employer's normal working hours.

For the United Signed off this day of October 2018



(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#4	7.02	Amend and add new	

#### 7.02 Job Selection

It is understood that the Society shall endeavor to promote internally qualified and suitable employees.

- (a) When filling posted vacancies, in cases where one (1) or more external applicants have applied (i.e. applicants without current seniority), the selection shall be based on the qualifications and skill and ability of the applicants. However, if the qualifications and skill and ability of a bargaining unit employee are equal to those of an external applicant, the bargaining unit employee in question shall receive preference over such external applicant in filling the position.
- (b) When filling posted vacancies, in cases where no external applicants have applied, the senior employee who has applied and who has the required qualifications and skill and ability shall be selected.
- (c) Assessment Period

Employees receiving a posted vacancy shall serve a three (3) month assessment period in which to prove satisfactory in the new position. In the event the employee proves unsatisfactory in the position during the assessment period, or if the employee does not wish to continue to perform the duties of the new position, the employee shall be returned to her/his former position and salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary rate, without loss of seniority.

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(Canadian Office and Professional Employees Union, Local 378)

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Number	Affected Article/MOU	Date:	]	Time:
UP#5	8.03	Amend		

### 8.03 Notice and Severance Pay

- (a)—Any employee who is laid off will receive written notice of layoff or severance pay in lieu of notice as follows:
  - (i) The minimum notice or pay in lieu thereof that any employee shall receive shall be one (1) calendar week.
  - (ii) Employees who have twelve (12) months, but less than three (3), completed service with the Society since the last date of hire will receive two (2) calendar weeks' notice or pay in lieu thereof.
  - (iii) Employees who have three (3) years, but less than four (1), completed service with the Society since the last date of hire will receive three (3) calendar weeks' notice or pay in lieu thereof.
  - (iv) Employees who have four (1) years, but less than five (5), completed service with the Society since the last date of hire will receive four (4) calendar weeks' notice or pay in lieu thereof:
  - (v) Employees who have five (5) years, but less than six (6), completed service with the Society since the last date of hire will receive five (5) calendar weeks' notice or pay in lieu thereof.
  - (vi) Employees who have six (6) years, but less than seven (7), completed service with the Society since the last date of hire will receive six (6) calendar weeks' notice or pay in lieu thereof.
  - (vii) Employees who have seven (7) years, but less than eight (8), completed service with the Society since the last date of hire will receive seven (7) calendar weeks' notice or pay in lieu thereof.

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(viii) Employees who have eight (8) years, or more, completed service with the Society since the last date of hire will receive eight (8) calendar weeks' notice or pay in lieu thereof.

Years of Service	Weeks Of Notice of Pay In Lieu
	Thereof
< 1 Year	2 weeks
<u>1 year – 3 year</u>	3 weeks
3 years	4 weeks
<u>4 years</u>	5 weeks
5 years	6 weeks
<u>6 years</u>	7 weeks
7 years	8 weeks
8 years	9 weeks

Any regular employee who has received written notice of layoff in accordance with the foregoing and who does not or is unable to elect bumping rights under Article 8.02 will be laid off with severance pay, as above:

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(Canadian Office and Professional Employees Union, Local 378)

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Number	Affected Article/MOU	Date:	Time:	
UP#6	8.04	Amend title		

8.04 Notice and Severance Pay Salary on Bumping/Placement into Lower Level
Jobs

Salary on Bumping/Placement into Lower Level-Jobs

An employee who is to be laid off and who bumps to or is placed in a lower level job under the conditions of this Article will continue to receive her/his previous salary, provided such salary cannot exceed the maximum of the salary for the position into which the employee bumps or is placed. When an employee's salary thereafter is higher than the salary that would apply had the employee posted into the alternate position, her/his previous salary shall be red-circled. That is to say the employee shall not receive any negotiated increases until such time as such red-circled rate equals the standard negotiated rate for the alternate position, after which the standard negotiated rate for that position shall apply.

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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#10	12.01	Delete and add new language	

### Article 12 - Annual Vacation

#### 12.01 Vacation

- a) Employees who have less than three (3) full years of continuous employment with the Employer shall be entitled to three (3) weeks' vacation with pay:
- b) Employees who have three (3) full years but less than five (5) full years of continuous employment with the Employer shall be entitled to four (4) weeks' vacation with pay.
- c) Employees who have five (5) full years but less than seven (7) full years of continuous employment with the Employer shall be entitled to five (5) weeks' vacation with pay.
- d) Employees who have seven (7) or more full years of continuous employment with the Employer shall be entitled to six (6) weeks' vacation with pay.

Employee shall first become entitled to a vacation with pay in accordance with the table below in the calendar year in which the employee attains the required number of years of service:

Years of Service	Entitlement
0 - 2 years	3 weeks
2 – 4 years	4 weeks
<u>4 – 6 years</u>	5 weeks
Over 6 years	<u>6 weeks</u>

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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#11	13.01	Amend	

## Article 13 - Paid Holidays

## 13.01 Paid Holidays

For the purpose of this Agreement, the following days shall be paid holidays:

New Year's Day

Labour Day

Good Friday

Thanksgiving Day

Easter MondayRemembrance Day

Victoria Day

Christmas Day

Canada Day

Boxing Day

B.C. Day

Family Day

One Tiree Floating Days \*

Employees who practice recognized religions with holidays on days other than Good Friday, Easter Monday and Christmas Day, may substitute up to three (3) alternate paid days of holiday in lieu to observe religious holidays. Where a religious requirement is in excess of three (3) days, the Executive Director or designate may, subject to operational requirements, authorize additional days without pay.

Employees will also be entitled to take one-three paid holidays on a floating basis at any time of the year with the approval of the Executive Director or the applicable Supervisor or designates subject to departmental requirements.

\*One Three Floating paid holidays to be taken at a time mutally mutually agreed upon.

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(Canadian Office and Professional Employees Union, Local 378)

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Number	Affected Article/MOU	Date:	Time:
UP#12	14.01	Amend	

### 14.01 Sick Leave Entitlement

Full-time employees accumulate unused sick leave at the rate of one (1) day-per month, commencing at the end of the first month of employment. Part-time employees accumulate unused sick leave at a pro-rated amount according to the hours worked per month. Qualifying employees may accumulate unused health/sick leave from year-to-year, up to thirty (30) one hundred and twenty (120) days of accumulated sick leave. Once thirty (30) days have been accumulated, one-half (1/2) of additional unused sick leave may accumulate and be carried over year to year to a maximum of ninety (90) days of accumulated health/sick leave.

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(Canadian Office and Professional Employees Union, Local 378)

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Number	Affected Article/MOU	Date:	Time:
UP#14	16.11	New	

### **16.11 Gender Transition Leave**

An employee who provides a certification from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either Article 14 "Health and Sick Leave" or Article 16 "Leave of Absence" entitlements depending on the employee's request.

The Union, the Society and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminating actions.

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(Canadian Office and Professional Employees Union, Local 378)

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Number	Affected Article/MOU	Date:	Time:
UP#15	16.12	New	

### **16.12 Domestic Violence Leave**

The society recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

Workers experiencing domestic violence will be able to access 14 days of paid leave for attendance of medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlement and may taken as consecutive or single days or as a fraction of a day, with notice but without approval.



(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#17	18.01	Amend	

### **18.01 Training and Development**

Recognizing the desire of bargaining unit employees to grow and develop in their jobs and through their employment with the Society and recognizing that the Society has a need to ensure that, within its financial capacity, its employees are well trained so that they can best perform the work of the Society. <u>During the life of this Agreement, discuss employee training and development matters with their Supervisor, at the request of either party.</u> Management of the society will discuss opportunities for professional development with staff, and such discussions will be at the request of either party. However, the decisions for training and approval for employee training will be based primarily on the Employer's operational needs to train employees in particular classifications and when applicable such decisions shall be consistent with equitable distribution of opportunities and in line with varying professional requirements.

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(Canadian Office and Professional Employees Union, Local 378)

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Number	Affected Article/MOU	Date:	,	Time:	
UP#18	24.01	Amend	-		

# 24.01 Diversity and Equity

Toward the mutual goal of maximizing workplace diversity in our diverse communities, the Society and the Union agree to strive to advance the interests of women, first nations people, persons with disabilities, and visible minorities equity-seeking groups, to ensure that equal opportunity is afforded to all who seek employment at Ecojustice and all employees are treated equitably.



(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#24	LOU #3	NEW	

# LETTER OF UNDERSTANDING NO. 2

# **APPENDIX A "GWI Match"**

If another bargaining unit employed by Ecojustice Canada receives a general wage increase (%) higher than the settlement reached with MoveUP, such increase will also be granted to MoveUP members employed by Ecojustice headquartered in Vancouver for this contract period.



(Canadian Office and Professional Employees Union, Local 378)

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Number	Affected Article/MOU	Date:	 Time:	
UP#25	НК		 	

# **HK - Article 13.05**

13.05 December/New Years Year's Break

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# Ecojustice proposed amendments to the collective agreement between Ecojustice Canada and Movement of United Professional (MoveUP), Local 378

Page/Article	Amendment	Reason
Page 9, Article 1.04 E4	1. Amend:  "The Society will honour written assignments of wages for Union dues, initiation fees, and general membership assessments and shall remit such to the Union semi-monthly. The Society will provide the following information to the union upon request:  2. in bullet (viii) Change "agrees" to "agreed"	1.
Page 11, Article 2.03, Section b) ii) E5	Change "Employers" to "Employer's"	Correct typo
Page 11, Article 2.03, Section d) E6	Add "subject to maintenance of operations and with the prior approval of the Employer"	To ensure maintenance and no disruptions of operations at EJ.
Page 12, Article 2.09 E8	Remove "including any contractors" or add definition of contractors	Contractors not defined in collective agreement
Page 14, Article 3.02 <b>E9</b>	Change to "in 3.05" Nsteed of 3.07	Appears to be a typo
Page 14, Article 3.03 <b>E10</b>	Change "3.05 to 3.04"	Туро
Page 22, Article 6.01, Section c) E12	Change "12 months" to "18 month"	With change in paretnal leave legistlation, we'll need to hire employees for a fixed term of 18 months if necessary
Page 24, Article 6.03, section b) E14	Remove:  "On a case-by-case basis, the Society will consult with the Union to negotiate an appropriate rate of pay for other students, including co-operative education students that the Society may hire from time to time."	If students are not part of bargaining unit, Society should not be required to consult with union on salary for these roles.
Page 32, Article 11.03, section a) and b) E15 U7	<ul> <li>a) Replace "the first seven (7) hours" to "the first five (5) hours"</li> <li>b) Replace "forty-two (42)" with "forty (40)"</li> </ul>	To maintain consistency with employment laws

# Ecojustice October 2018

Page 32, Article 11.05 <b>E16 U8</b>	Remove second sentence of a)	This date is in the past, no longer required
Page 38, Article15.03, Section a) E17	Revise "excluding maternity leave" to "excluding pregnancy and parental leave"	Current language in employment laws
Page 41, Article 16.05 <b>E18</b>	Parental/Pregnancy Top Up b) change "up to 52 consecutive weeks" to "up to 78 consecutive weeks" C) update "initial two-week waiting period" to "initial one week waiting period" and change top up to equivalent of one week pay in the same sentence. Add sentence that says "should employee opt for 78 week pregnancy and parental leave, the employee has the option of pro-rating the \$200 top up for 52 weeks over the 78 week period"	b)updated as per employment standards c) initial waiting period is now one week
Page 42, Article 16.07 <b>E19</b>	Delete "Managing Lawyer"	No longer use this term

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For the Union	For the Employer All	<i>9</i> .

# Ecojustice proposed amendments to the collective agreement between Ecojustice Canada and Movement of United Professional (MoveUP), Local 378

Page/Article	Amendment	Reason
Cover Page	Update term to "December 1, 2018 to November 30, 2021"	To reflect accurate term
Document Footer	Update to reflect current term	
Page 7, Article 0.01	Update to reflect current term	
Page 11, Article 2.04, Section a)	Change to "Employees elected or appointed to full time Union positions will be granted leave of absence, without pay, on request by providing the employer with 2 weeks notice."	
Page 43, Article 17.01	"In recognition that choosing to not take one's vehicle to work is one of the most significant things that an individual can do to protect our environment, the Employer shall pay to permanent full time employees and fixed term full time employees who commute to and from work by public transit, telecommuting, cycling or walking, a transportation incentive of \$125 per month. This benefit is also available to part-time and fixed term employees on a pro-rated basis. Any employee who drives to work (including carpool) more than four (4) days per month is ineligible unless the car is needed for work. Employees who qualify for the transportation subsidy must sign a Declaration of Eligibility form and must immediately notify Human Resources in the event of a change in transportation arrangements. The benefit is added to the employee's pay.	Current unsustainable model – created inequalities amount staff who live further away. Will grandfather employees who currently receive more.

FAOR		
E&OE Signed off this	day of	20
For the Union	For the Employer	all

### Ecojustice Proposals – Salary Increases October 2018

### **Proposed Changes to Salary**

Adding step II to associate level positions

Increase of 2.5% for Dec. 1, 2018 (year 1)

Increase of 2.0% for Dec 1, 2019 (year 2)

Increase of 2.0% for Dec 1, 2020 (year 3)

AON ANNVAL GIVINZ MANAGER \$63,178.45/
\$64,757.91

Title	Current Salary	Dec 1/18 to Nov 30/19	
		2.5%	
Accounting Clerk	\$41, 534.17	\$42,572.52	
Communications Specialist	\$50,750.00	\$52,018.75	
Controller	\$64,188.60	\$65,793.32	
Digital Engagement Associate	\$43,176.07	\$44,255.47	
Digital Engagement Strategist	\$58,870.00	\$60,341/65	
Donor Relations Associate I	\$39,332.34	\$40,315.65	
Donor Relations Associate II*	-		
Donor Relations Manager	\$58,921.00	\$60,394.03	
Grant Writer	\$51,509.00	\$52,796.73	
IT Manager	\$67,294.50	\$68,976.86	
Leadership Giving Officer**	-		
Legal Administrative Assistant I	\$43,946.76	\$45,045.43	
Legal Administrative Assistant II	\$46,144.09	\$47,297.69	
Mid-level Giving Officer	\$59,678.00	\$61,169.95	
Philanthropy Associate I	\$39,881.67	\$40,878.71	
Philanthropy Associate II	-		
Payroll Officer	\$46,482.90	\$47,644.97	
Planned Giving Officer	\$56, 941.50	\$58,365.04	

<sup>\*</sup>Employees in Associate level positions promoted into level II after 5 years of continuous employment in that position with ecojustice in has achieved satisfactory performance, (5% increase)

E&OE Signed off this	day of october	20
For the Union	For the Employer	<u>)</u> .



(Canadian Office and Professional Employees Union, Local 378)

Union	··· <u> </u>			
Number	Affected Article/MOU	Date:	Time:	
UP#21	Appendix B-2	Amend		

### **Appendix B-2**

#### **Group Insurance Plan Outline**

The Group Insurance plan shall be maintained status quo during the term of this Agreement.

### **Employee Life Insurance**

- \$100,000.00 paid by the Employer with option to increase up to \$250,000.00 with the additional cost paid by the employee.
- reducing by 50% at age 65

#### **Dependent Life Insurance**

- Spouse \$5,000
- Child \$2,500

### Employee Accidental Death Dismemberment and Specific Loss (Principal Sum)

• An amount equal to your Life Insurance

#### **Long Term Disability Income Benefits**

- Waiting Period 120 days
- Amount 72.25% of the first \$1,249 of your monthly earnings plus 59% of the next \$4,083 plus 49% of the remainder to a maximum benefit of \$5,000 or 85% of your pre-disability take-home pay, whichever is less
- Any amount of LTD insurance over \$3,800 is subject to approval of evidence of insurability

#### **Healthcare**

100% employee paid premiums-benefits non-taxable

#### **Extended Health Care**

- Deductible Nil
- Reimbursement Level 100%
- Basic Expense Maximums
- Hospital Semi-private room
- Home Nursing Care \$10,000 for a maximum of 12 months per condition
- In-Canada Prescription Drugs included
- Hearing Aids \$700 every 5 years
- Custom-fitted Orthopedic Shoes 1 pair each calendar year

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For the Union		For the Employer	

- Custom-made Foot Orthotics \$200 each calendar year
- Myoelectric Arms \$10,000 per prosthesis
- External Breast Prosthesis 1 every 12 months
- Surgical Brassieres 2 every 12 months
- Mechanical or Hydraulic Patient Lifters \$2,000 per lifter once every 5 years
- Outdoor Wheelchair Ramps \$2,000 lifetime
- Blood-glucose Monitoring Machines 1 every 4 years
- Transcutaneous Nerve Stimulators \$700 lifetime
- Extremity Pumps for Lymphedema \$1,500 lifetime
- Custom-made Compression Hose \$250 each calendar year
- Wigs for Cancer Patients \$500 lifetime
- Paramedical Expense Maximums
- Accupuncturists Acupuncturists \$500 each calendar year
- Chiropractors \$500 each calendar year
- Dieticians \$500 each calendar year
- Massage Therapists \$500 each calendar year
- Physiotherapists \$500 each calendar year
- Podiatrists/Chiropodists \$500 each calendar year
- Naturopaths \$500 each calendar year
- Osteopaths \$500 each calendar year
- Psychologists/Social Workers <u>\$1500</u> each calendar year
- Speech Therapists \$500 each calendar year
- Lifetime Healthcare Maximum Unlimited
- Eyewear coverage up to \$500.00 every twenty-four (24) months

### **Visioncare Expense Maximums**

- Eye Examinations
  - o Employee coverage at \$100.00 every twenty-four (24) months
  - o Dependent children \$100 every 12 months
  - o All others \$100 every 24 months
- Lifetime Healthcare maximum unlimited

#### **Dental Benefit Summary**

- For Employees and their Dependents Reimbursement:
  - Basic Services: 100%Major Services: 50%
- Maximum payable:
  - Basic: \$1,500 per calendar yearMajor: \$2,000 per calendar year
- Calendar Year Deductible: Nil

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