

Memorandum of Agreement
Between
Benecaid Health Benefit Solutions Inc.
And
Unifor and its Local 673



February 22, 2022

Greetings, member!

Unifor Local 673 and Benecaid have engaged in good faith bargaining over the last month, in order to build a First Collective Bargaining Agreement from which the parties will continue to build upon. The Bargaining Committee would like to thank all those who submitted a bargaining proposal survey. Your suggestions were presented at the bargaining table and were given full consideration and review. Your Committee worked hard in order to achieve this Memorandum of Agreement which we unanimously recommend for ratification as outlined below.

- All provisions of this Memorandum of Agreement will become effective March 1, 2022.
- The parties agree to make any housekeeping corrections as necessary.
- The membership must ratify this tentative agreement and the results of the vote will be communicated to the company in writing.
- The term of the collective agreement will be from March 1 2022 to February 28 2025.

We unanimously recommend that you vote yes for this Collective Agreement.

Sincerely, your Union Bargaining Committee,

Sara Moussette (Care Team)
Thalia Chou (Claims Team)
Mary Ellen McIlmoyle (President, Unifor 673)
Kat Leonard (National Representative, Unifor)

COLLECTIVE AGREEMENT

By and Between:

benecaid®

BENECAID HEALTH BENEFIT SOLUTIONS INC.

(Hereinafter referred to as the “Company”)

And



AND ITS LOCAL 673

(Hereinafter referred to as the “Union”)

March 1, 2022 to February 28, 2025

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION.....	4
ARTICLE 2 – RESERVATIONS TO MANAGEMENT.....	5
ARTICLE 3 – UNION SECURITY.....	6
ARTICLE 4 – NO DISCRIMINATION	7
ARTICLE 5 – NO STRIKES OR LOCKOUTS	7
ARTICLE 6 - REPRESENTATION.....	8
ARTICLE 7 - CONFERENCES.....	10
ARTICLE 8 – GRIEVANCE PROCEDURE	11
ARTICLE 9 - ARBITRATION	14
ARTICLE 10 – SUSPENSION AND DISCHARGE	15
ARTICLE 11 – ADMINISTRATION OF DISCIPLINE	16
ARTICLE 12 – SENIORITY/LAYOFF & RECALL.....	17
ARTICLE 13 – JOB POSTING.....	21
ARTICLE 14 – TYPES OF LEAVES.....	22
ARTICLE 15 – HOURS OF WORK & SHIFT PREMIUM.....	28
ARTICLE 16 – VACATION WITH PAY / PAID HOLIDAYS	30
ARTICLE 17 – HEALTH & WELFARE BENEFITS	34
ARTICLE 18 – CORPORATE BONUS PROGRAM	37
ARTICLE 19 – JURY DUTY / COURT SUBPOENAED APPEARANCE	37
ARTICLE 20 – BULLETIN BOARDS	37
ARTICLE 21 – HEALTH & SAFETY.....	38
ARTICLE 22 – SALARIES	39
ARTICLE 23 – SEVERANCE PAY PLAN.....	42
ARTICLE 24 – DURATION OF AGREEMENT	42
ARTICLES 25 – EDUCATIONAL ASSISTANCE.....	43
ARTICLE 26 – UNION PAID EDUCATION LEAVE.....	43
ARTICLE 27 – TECHNOLOGICAL CHANGE	44
ARTICLE 28 – GROUP RETIREMENT PLAN	44
ARTICLE 29 – TRANSFER RIGHTS.....	45
ARTICLE 30 – PART TIME EMPLOYEES.....	45
ARTICLE 31 – WORKPLACE HARASSMENT AND BULLYING.....	47

ARTICLE 32 - STUDENTS..... 51
ARTICLE 33 – OFFICE PARKING..... 52
ARTICLE 34 – PAY EQUITY..... 52
LETTERS OF UNDERSTANDING (LOU) 52
 #1 LOU – MENTAL HEALTH..... 52
 #2 LOU – SOCIAL JUSTICE FUND..... 53
 #3 LOU – WORK FROM HOME..... 53
 #4 LOU – QUARTERLY MEETINGS..... 53
 #5 LOU – PRINTING OF BOOKLET..... 53
APPENDIX A – JOB DESCRIPTIONS 54

ARTICLE 1 - RECOGNITION

1.01 RECOGNITION:

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: Claims Adjudicators, Senior Claims Adjudicator, Workflow Coordinator and Customer Care Representatives, in the Operations Department and Administrative Finance Support in the Finance Department employed by Benecaid Health Benefit Solutions Inc. in its office in Toronto, Ontario, save and except Office employees as Supervisors, persons above the rank of Supervisor; Confidential Office Manager to the President, Executive Leadership, All Professional Sales Executive, Sales Coordinator & Managers, and Product & Technology.

The parties agree to the preceding recognition for the term of the first collective agreement. The parties agree to an active review of the bargaining unit prior to next round of negotiations for contract renewal. The review will take place within six (6) months of the expiry of this agreement.

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 an Organization Chart in conjunction with the posting of the Bargaining Unit (BU) seniority list. The name of the Senior Human Resource Manager will be clearly indicated on the Management list. If there are any changes between postings, the Union will be notified.
- (c) It is agreed and understood that all provisions of the Collective Agreement will apply to Local 673 Unifor.

ARTICLE 2 – RESERVATIONS TO MANAGEMENT

2.01 RESERVATIONS OF MANAGEMENT:

- (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, reasonable 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 bargaining unit 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 bargaining unit employees herein expressly granted.

2.02

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 or in the case of reasonable situations to address temporary periods of high work volumes. This will not be used to circumvent the necessity of hiring additional bargaining unit workers. This will not be used to circumvent the necessity of hiring additional bargaining unit workers.

ARTICLE 3 – UNION SECURITY

3.01 UNION SECURITY:

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 their probationary period. An employee who shall tender the initiation fees (if not already a member) and the periodic dues required as a condition of acquiring or retaining membership shall be deemed to meet this condition.

3.02

The Company will deduct from the first pay in each calendar month of all employees within the bargaining unit, the initiation fees, monthly dues, and assessments of the National Union. The amount deducted shall be the sums as prescribed by the Union as per the Constitution and any further amendments thereto.

3.03

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 paid by electronic funds. A copy of the record of the pay deductions will be given to the Chairperson.

ARTICLE 4 – NO DISCRIMINATION

4.01 NO DISCRIMINATION:

- (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. The Company and the Union agree that there will be no discrimination with respect to any employee by reason of age, marital status, family status, sex, sexual orientation, race, creed, colour, ethnic origin, national origin, gender identity, gender expression, religious affiliation, disability, language, conviction for which a pardon has been granted.

- (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 NO STRIKES OR LOCKOUTS:

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 REPRESENTATION:

- (a) The Company acknowledges the right of Unifor Local 673 to elect and/or appoint two (2) members from the bargaining unit to be recognized as the local Union Committee comprised of one Unit Chair and one Committee Person. The Company will recognize the Union 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. The Company will also recognize the said Committee as the Bargaining Committee, as well as Local 673 President and the National Representative in negotiations for the renewal of this Agreement.
- (b) The Company acknowledges that there will be one (1) alternate union representation.
- (c) The Union representative of the workplace shall be permitted to investigate appeals, including the investigation of the circumstances in connection with the original grievance as lodged as it pertains to their respective units.
- (d) If required, the Union Representatives will be allowed to consult with the National Representative and/or the Local Union Representative on-site or off-site concerning the Company's grievances without loss of pay.
- (e) A National Representative and/or local Union Representative may be present and participate in any meetings between the Union Committee and the Company.
- (f) The Union recognizes that the representatives 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 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 on union business during working hours.
- (g) The Union always agrees to supply the Company with the names of the Union Committee and to keep such list up to date.

- (h) Permission will be granted for balloting on Company premises for election of the Union Committee and for local Union elections.
- (i) 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. The Company will provide technology and assets to employees to complete and perform their regular duties. The Company will allow the Committee the use of a meeting room with a telephone as required, printer/scanner and standard office supplies to carry out Union business. The Company agrees to provide the Union Committee with a drawer locking filing cabinet that will be placed in a reasonable and accessible area due to the constraints of the office environment. Furthermore, with the pandemic, and working from home, the use of company laptop to perform their regular duties can be used provided the Committee is not in the "Citrix" technology platform that is used by the Company. It is up to the Union Committee to ensure the Union members are in the right technology platform and Union information is not accessible to anyone on the "Citrix" platform.
- (j) The Company agrees to provide the Union with an opportunity to meet with new bargaining unit employees as part of the New Employee Orientation Process.

6.02

Women's Advocate:

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community, such as counselors or women's shelters, to assist them in dealing with these and other issues. The parties will work together to support this initiative and it will be a standing topic for Quarterly Labour Relations Meetings.

6.03

Diversity, Inclusion and Racial Justice:

The parties recognize the importance of a strategic communication plan as part of any workplace diversity, inclusion, and racial justice program. The parties will work together in implementing a comprehensive communication strategy relative to diversity, inclusion, and racial justice, which may consist of conducting regular workplace surveys to measure and evaluate workplace diversity and representation and communicate ways to prevent

workplace discrimination. The parties will work together to support this initiative and it will be a standing topic for Quarterly Labour Relations Meetings.

6.04

The Parties agree to recognize the following commemorations:

- International Day for the Elimination of Racial Discrimination - March 21
- Truth & Reconciliation Day – September 30
- Remembrance Day – November 11
- Elimination of Violence Against Women – December 6

A companywide email shall be sent by the Senior Manager, Human Resources to the company to recognize the significance of the day with an aim to observe a minute of silence at 11:00 am where it will not impede business operations.

ARTICLE 7 - CONFERENCES

7.01 CONFERENCES:

Quarterly 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 GRIEVANCE PROCEDURE:

- (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 discussion between the Union member, and the Supervisor. If the resolution is not acceptable, the Union Representative and the Supervisor will discuss before a grievance is filed with the Senior Manager, Human Resources.

- (b)
 - (i) 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, except for compensation errors.

- (c) Grievance regarding discharges or disciplinary layoffs must be filed within five (5) working days from the date of discharge or commencement date of the layoff.

- (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) 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 their immediate Supervisor through their appropriate Union representative. The Supervisor, in consultation with Senior Manager, Human Resources, shall deal with the written grievance and render their decision therein in writing not later than the five (5) working days following the day upon which they received the written grievance.

If the decision of the Supervisor is not accepted, the employee may appeal, in writing, to Senior Manager, Human Resources through the Union 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 representatives from the Company and the Union. The agenda, if any, shall be given to Senior Manager, Human Resources 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 or designate in writing within five (5) 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 Senior Manager, Human Resources through the Union within thirty (30) 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

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 grievor so requests, they 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

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 for any affected employee, Union, or Company representative).

8.05

A policy grievance may be lodged by the Union representative directly into Step Two (2) to Senior Manager, Human Resources within five (5) working days after the occurrence or becoming aware of the occurrence. Senior Manager, Human Resources shall review the grievance and render their decision within five (5) working days of receipt of the grievance. If the decision is not satisfactory to the Union representative, they may then appeal the grievance to the umpire in accordance with Article 8.02 Step Three (3) of the grievance procedure.

8.06

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, the Company will release to the Union such information considered as personal or confidential.

ARTICLE 9 - ARBITRATION

9.01 ARBITRATION:

- (a) Failing settlement, within thirty (30) 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 (2) 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 them from setting aside or modifying a penalty which they 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 Director, be permitted to view the office operation which is to be the subject of review by the arbitrator in the hearing before them 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.
- (g) The time limits set out in this Article may be extended for an agreed period, by mutual agreement of the Union and the Company.

ARTICLE 10 – SUSPENSION AND DISCHARGE

10.01 SUSPENSION AND DISCHARGE:

- (a) A suspended employee or discharged person, their Committeeperson, and/or the Chairperson shall have the opportunity of meeting the Senior Manager, Human Resources (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. Said suspension or discharge shall be imposed within ten (10) working days of the infraction, or from the time the Company was aware of the infraction or from a completed investigation, whichever date is latest. If an investigation is necessary, the Union will be advised such investigation is on-going within the time limit.

- (b) If a suspended employee or discharged person wishes to present a grievance against their suspension or discharge, they shall, through their Committeeperson, present it to Management within five (5) scheduled working days after written notice to the employee of their suspension or discharge. Management shall render a decision to the Chairperson within five (5) 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 five (5) working days of this conference. If this decision is unsatisfactory, the grievance may be submitted to arbitration as outlined in Article 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 ADMINISTRATION OF DISCIPLINE:

- (a) When an employee is called to an interview by Senior Manager, Human Resources for the purpose of investigating alleged misconduct, the Union representative will be present at such meeting.
- (b) If, following such investigation, such employee is suspended or given a warning, they shall be given written notice of such suspension or warning and reasons therefore, with a copy to the Union. Said discipline shall be imposed within five (5) working days of the infraction or from the time the Company was aware of the infraction or from the completed investigation, whichever date is latest. If an investigation is necessary, the Union will be advised such investigation is on-going within the time limit.
- (c) If an employee is to be discharged, there must first be a meeting held with the Senior Manager, Human Resources, the employee concerned and the Union representative. If the employee refuses to attend the meeting, a written notice of discharge may be forwarded to the employee by means of registered mail, via email, and a copy thereof shall be forwarded to the Union.
- (d) Where a documented verbal or a written warning has been given to an employee, such warning shall remain against the record of the employee for a period of six (6) months of work.
- (e) When an employee has been suspended, such suspension shall remain against the record of the employee for a period of twelve (12) months of work.
- (f) 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/LAYOFF & RECALL

12.01 SENIORITY, LAYOFF AND RECALL:

- (a) All new employees shall be considered on a probationary basis for the first five hundred and twenty (520) hours of work 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 completion of the probationary period, the employee shall be entitled to have their name placed on the seniority list and employees' names shall appear on the seniority list in the order of their respective dates of hiring.
- (b) If a group of employees are hired on the same day, they will be put into a lottery to determine their placement on the seniority list. The retention of probationary employees shall be at the discretion of the Company.

12.02


Layoff and Recall:

When there is a reduction or a redundancy in the workforce, the following procedure shall apply:

- (a) Agency, Students, Temporary/Contract, and probationary employees, in that order, will be laid-off first. In the case of a probationary employee, they will be laid-off provided the remaining employees have the ability and qualifications to perform the available work.
 - (i) In a classification where a reduction takes place, all employees temporary transferred into the affected classification, will be returned to their home classification first by inverse order of seniority.
 - (ii) In a classification where a reduction takes place, all employees in a temporary job posting in the affected classification, will be returned to their home classification by inverse order of seniority.
- (b) When conducting layoffs, the last three (3) positions in Customer Care will be reserved for bilingual staff. For layoffs prior to the last three (3) staff, seniority will dictate the order (starting with least to ending with most seniority) if bilingual staff represent more than 30% of staffing (henceforth referred to as bilingual staffing ratio). Should a pending layoff result in the bilingual staffing ratio falling below 30%, the layoff will be based on seniority from unilingual staff.

Lay off order

Last



First

Lay off Sequence	
Position	Skill
1	Reserved for Bilingual
2	Reserved for Bilingual
3	Reserved for Bilingual
4	Seniority Based
5	Seniority Based
6	Seniority Based
7	Seniority Based
8	Seniority Based
9	Seniority Based
10	Seniority Based
11	Seniority Based
12	Seniority Based
13	Seniority Based

Outside of the last 3 positions, bilingual ratio to be maintained at or above 30%

Lay off Sequence Example		
Position	Skill	Start date
25	1 Bilingual staff	Mar-15
24	2 Bilingual staff	Apr-15
23	3 Bilingual staff	May-15
22	4 Unilingual staff	Dec-13
21	5 Unilingual staff	Jan-14
20	6 Unilingual staff	Feb-15
19	7 Unilingual staff	Mar-15
18	8 Unilingual staff	Jun-15
17	9 Unilingual staff	Jun-15
16	10 Unilingual staff	Jun-15
14	11 Unilingual staff	Jun-15
13	12 Unilingual staff	Jun-15
12	13 Unilingual staff	Jul-15
11	14 Unilingual staff	Aug-15
10	15 Unilingual staff	Sep-15
9	16 Unilingual staff	Oct-15
8	17 Unilingual staff	Nov-15
7	18 Unilingual staff	Dec-15
6	19 Unilingual staff	Sep-16
5	20 Unilingual staff	Oct-16
4	21 Unilingual staff	Nov-16
3	22 Unilingual staff	Dec-16
15	23 Bilingual staff	Jan-17
2	24 Unilingual staff	Feb-17
1	25 Unilingual staff	Mar-17

- (c) When there is an increase in the workforce, or an opening, laid-off employees will be recalled according to seniority. They will also retain specific recall rights into the classification for a period equal to their seniority. If there is an increase in workforce, the laid-off employees shall have recall rights according to Article 12.03 (e), provided they possess the ability and qualifications to perform the available work.
- (d) Should an employee exercise their right to post on a position under Article 13, their recall rights back to their former classification will be relinquished.
- (e) 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 where practicable to the layoff becoming effective.
- (f) An employee will remain on the seniority list during layoff for a period equal to their seniority prior to being laid-off.
- (g) 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/arbitration procedure.
- (c) They fail to notify the Company when they are absent for three (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 (5) 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 twenty-four (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 they are held in custody pending disposition of any charges.
- (g)
 - (i) If an employee on the seniority list is accepted to a permanent Management or Non-union position excluded from the bargaining unit, their seniority will be frozen at the level accrued prior to leaving 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-Union 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 as a new employee but not subject to the probationary period and shall be entitled to their previously accrued union pension and accrued vacation based on the total years of service but not for selection purposes. Their new seniority date shall be their re-entry date into the bargaining unit.

- (ii) If an employee on the seniority list accepts a posting to a Temporary/Non-Union position excluded from the bargaining unit (excluding a Management position/ Supervisor) their seniority will continue to accrue for a period of up to twenty-four (24) months.

During this period of time, they will continue to pay Union dues based on their rate of pay for the position that they held prior to leaving the bargaining unit, they will continue to be members of the Union Pension Plan, the Union benefit plans and vacation entitlement. If this employee returns to the bargaining unit, within the timelines outlined above, they will return to the position that they held prior to leaving the bargaining unit.

Such leave may be extended by mutual agreement of the parties. An employee not returning and accepting a permanent position will follow the ninety (90) day provisions above.

- (h) If the employee overstays a leave of absence granted by the Company without securing an extension of such leave from the Senior Manager, Human Resources 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 JOB POSTING:

All bargaining unit jobs will be posted internally. Posting of jobs within the bargaining unit shall be carried out in accordance with the following procedure.

- (a) When an opening occurs, notice will be communicated to the Unit Chair and the bargaining unit members via email or appropriate electronic communication and workplace postings which will be posted for five (5) consecutive working days. Each notice of an opening shall contain a proper description of the requirements of the posted position. Such opening will not be filled before the expiry of the five (5) day period. The posting will be posted externally after five (5) consecutive working days.
- (b) If the job posting is for a nonunion workplace, the Unit Chair and Union Committee will be notified of the posting. The Unit Chair will review the posting and respond to the Company within two (2) working days acknowledging the posting is not for the Bargaining Unit.
- (c) 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.

13.02

Job Classification and job description

See Appendix A:

Attached five (5) Job Descriptions for Customer Care Representative, Claims Adjudicator, Senior Claims Adjudicator, Workflow Coordinator in Operations Department and Accounting & Administrative Support in the Finance Department.

ARTICLE 14 – TYPES OF LEAVES

14.01 TYPES OF LEAVES:

- (a) An employee may apply for a leave of absence as set out in Article 14. A leave of absence shall be granted without loss of seniority and the Company will continue paying their benefits unless otherwise specified. Leave of absence provisions as outlined in the Collective Agreement and in legislation, specifically the Employment Standards Act will be coordinated except for all paid and unpaid bereavement time.
- (b) Any employee desiring a leave of absence shall make an application to their Supervisor. All requests for leave of absence shall be made in writing and shall be dealt with by Senior Manager, Human Resources. The decision of Senior Manager, Human Resources with regard to any such request shall be rendered within seven (7) working days where possible, unless stipulated otherwise. Only those employees who have completed their probationary period will be qualified for a leave of absence unless they are entitled to such leave under the Employment Standards Act. For Compassionate Leave, Family Medical Leave, Additional Leave or Domestic Leave, the employee shall submit their request directly to Human Resources.
- (c) Where such indefinite leave is granted, the employee will give a two (2) week notice in writing of their intention to return to work.
- (d) The record of the disposition of any such applications shall be available for inspection by the Union.
- (e) It is understood that an employee taking such a leave will not be forced to forfeit a corresponding number of vacation days, and/or Paid Personal Days or Charity Day.

14.02 Employment Standards Act 2000 (ESA) Definition:

This article will be applied with whichever provides the greater benefit; the Employment Standards Act 2000 or any future amendments thereto or in accordance with the provisions of this applicable article.

For the purposes of this Article, “coordination” shall be applied and mean that where an employee has an entitlement to the same leave of absence pursuant to the Collective Agreement and pursuant to the ESA, the employee shall be entitled to such leave, 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, with the exception of all paid

and unpaid bereavement time. 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.

14.03 Family Medical Leave

An unpaid leave of absence will be granted for a period not to exceed twenty-eight (28) weeks for a serious medical condition/risk of death for immediate family. Weeks do not have to be taken consecutively.

14.04 Compassionate Leave:

The Company will grant to any seniority employee, a leave of absence, without pay, for compassionate purposes, for a minimum of three (3) weeks up to a maximum of eight (8) weeks in duration. However, Senior Manager, Human Resources will consider leaves for a lesser period.

14.05 Additional Leave:

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.

14.06 Bereavement Leave:

- (a) A leave of absence for bereavement will be granted with pay up to a maximum of three (3) consecutive scheduled working days for a spouse (legal or common-law, including same sex partner), child, step-child, parent, parent-in-law, step-parent, grandchild, grandparents, great-grandparents, grandparents of the current spouse, brothers, step-brothers, brothers-in-law, sisters, step-sisters and sisters in-law, daughter-in-law and son-in-law and (exclusive of Saturdays, Sundays, holidays and vacation).
- (b) In the case of death of aunts, uncles, great aunts, great uncles, nieces and nephews of the employee or the employee's spouse, two (2) days; including the day of funeral, if it is a normally scheduled working day will be granted without loss of pay, provided that the employee attends such funeral.
- (c) An unpaid leave of absence for one (1) day 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 (3) times in the term of the Agreement. (Employee's must be able to provide proof of attendance if required).

- (d) Employees will be entitled to unpaid time to attend only the funeral service of a co-worker, co-worker's spouse or child limited by departmental staffing requirements.
- (e) In all cases, an additional day (or days) may be requested as an unpaid bereavement leave(s) of absence where not covered under Article 14.06.
- (f) Vacation days scheduled for a period covered by such bereavement leave may be rescheduled subject to the approval of Management and provided they do not interfere with scheduled vacations of other employees regardless of seniority.
- (g) An employee can use paid bereavement days to which they would otherwise be entitled to in accordance with this Article for use at a later date to attend an interment or equivalent service.

14.07 Union Leave:

- (a) An employee with seniority elected or appointed to a full-time office within the Local or National Union, the nature of the duties of which would require them to absent themselves from their employment with the Company will, upon their request in writing, be entitled to a leave of absence, with health and welfare benefits. The Company will continue to match RRSP Contributions. Upon application in writing by each employee to the Company within thirty (30) days prior to the expiry of any such leave of absence, they shall be reemployed without loss of seniority. During such leave, employees will be on salary continuance, unless otherwise directed.
- (b) An employee with seniority elected or appointed to part-time office within the Local or National Union the nature of the duties of which would require them to absent themselves from their employment with the Company will, upon their request in writing, be entitled to a leave of absence, with health and welfare benefits. The Company will continue to match RRSP Contributions. Union requests for such short-term leave shall be made a minimum of ten (10) days before the requested leave begins and thirty (30) days in the event of leaves longer than 30-days in duration. This does not prevent the ability to approve leaves within shorter notice. During such leave, employees will be on salary continuance, unless otherwise directed.

- (c) The Company will grant to two (2) employees two (2) unpaid 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 consider the need to meet departmental staffing requirements.

14.08 Sick Leave:

- (a) The Company will continue its practice of paying employees for absences due to illness during the calendar as outlined below.

An employee who has completed their probationary period will be eligible for ten (10) paid days sick leave as of January 1st. Employees with less than one (1) year of continuous service will be entitled to such pro-rated leave from date of hire.

A doctor's note may be required at the request of the Company after a sick absence of more than three (3) days.

While an employee is on an extended sick absence of more than 10 days, they will be entitled to continue with the Health & Dental benefits.

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

14.09 Employment Insurance for Sickness Benefit Waiting Period

The Company will provide five (5) days pay to account for the Employment Insurance (EI) waiting period for Maternity & Parental Leave upon proof of application.

14.10 Long Term Disability:

The Company will provide a Long-Term Disability (L.T.D.) Plan through a carrier selected by the Company. The benefit of this plan will start after an elimination period of 119 days and be equal to 66.7% up to a monthly maximum of \$6000 of the employee's reported salary at time of benefit. Long Term Disability Insurance provides you with regular income

to replace salary or wages lost because of a lengthy disability due to an injury or sickness. This coverage will terminate on the date of the employee's 65th birthday.

14.11 Health and Welfare Coverage:

All Health and Welfare coverage with the exceptions of LTD 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 up to a maximum of twenty-four (24) months.

Health and Welfare Coverage may be extended for another twelve (12) months by remitting the monthly premiums to the Company on or before the 10th of each month for covered benefits

14.12 Pregnancy:

Pregnant employees can take pregnancy leave of up to seventeen (17) weeks.

14.13 Employment Insurance for Maternity & Parental Leave Waiting Period

The Company will provide five (5) days pay to account for the Employment Insurance (EI) waiting period for Maternity & Parental Leave upon proof of application.

- (a) If the employee has been employed for less than thirteen (13) weeks, they will not accrue seniority during such leave and will not be eligible for the continuation of benefits.
- (b) The employee must request the leave in writing a minimum of two (2) 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 they must provide the Company with at least three (3) weeks written notice.
- (c) An employee with less than thirteen (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.

14.14 Parental/Adoption Leave:

An unpaid leave of absence for any employee shall be granted for parental and adoption reasons in accordance with the following conditions:

- (a) The Company will grant to any employee who is the parent of a child and who has been an employee for at least thirteen (13) weeks, an unpaid Parental Leave. The Parental Leave must commence within fifty-two (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.
- (b) Birth mothers who take Pregnancy Leave are entitled to take up to sixty-one (61) weeks of Parental Leave, usually beginning right after their Pregnancy Leave ends. Birth mothers who do not take Pregnancy Leave, and all other new parents, can take up to sixty-three (63) weeks of Parental Leave.
- (c) An employee who is entitled to a Parental Leave must give the Company written notice at least two (2) 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 they originally indicated, they must give the Company at least three (3) weeks written notice.
- (d) An extension to Parental Leave will be granted without pay, up to 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.

14.15 Domestic/Sexual Violence Leave:

The Company agrees to recognize that persons sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

For that reason, the Company and the Union agree when there is adequate verification from a recognized professional (i.e., doctor, lawyer, counsellor, shelter worker), an employee who is in an abusive or violent situation will not be subjected to discipline if work performance or absence can be linked to the abusive or violent situation.

An employee will be entitled to take up to fifteen (15) weeks unpaid time off of work to deal with domestic/sexual violence situations with adequate verification. Such employee will be entitled to fifteen (15) paid days per calendar year.

ARTICLE 15 – HOURS OF WORK & SHIFT PREMIUM

15.01 HOURS OF WORK AND SHIFT PREMIUM:

- (a) Regular business hours are 8:30 am to 5:00 pm Eastern Time, Monday to Friday. Certain employees (e.g., Customer Care, which remains open until 7:00 pm, or other operational areas) may be assigned to different work schedules and/or shifts outside of normal office hours to ensure we properly service our customers across Canada.
- (i) The normal work week for each employee shall consist of forty (40) hours and shall be worked as follows; eight (8) hours per day Monday through Friday.
- (ii) There will be no use of a punch clock.
- (iii) The Company will allow all employees to switch shifts, provided the switch occurs on the same calendar day and where the employees have the same training, classification and are bilingual where required. The employees must provide one (1) days' notice to the Supervisor.
- (iv) Hours of Work Rate is defined as:
- Monday through Friday - 40 hours/week.
 - Up to 44 hours/week paid at regular rate.
 - Hours beyond 44 hours per week paid at 1.5x regular rate or lieu in pay at 1.5x rate.
- (b) Over Time (OT) Process: Customer Care - Sustained Requirement – Full Call Out
- (i) If there is a protected period in which OT is expected, Management will send out a request for volunteers to the entire team and indicate deadline for response. Agents can offer OT after the deadline; however, Management can assign OT based on volunteers who submit willingness to do OT once the deadline has passed.
- (ii) Based on response and having waited for the responses time frame to pass, the Manager will indicate the task and hours available, if a requirement continues to exist.
- (iii) If labour supply outpaces available work, Manager will assign OT to agents based on agent who has been offered the least amount of OT.
- (iv) If the Agent accepts assignment, then manager communicates approval to work, if the agent does not accept, the manager reaches out to the next agent who has offered received the fewest offers of OT.
- (c) Customer Care - Intermittent Requirement – Partial Call Out
- (i) Manager to communicate to the team hours of work and assignment and indicates a deadline for response.

- (ii) Agent responds within prescribed period.
 - (iii) Manager assigns based on the least number of hours offered, starting with most senior agent with the required skills.
- (d) Over Time (OT) Process: Claims
 Claims adjudicator will notify Manager OT is required to complete queue and indicates time required.
- (i) If the claims adjudicator is willing and able to work OT, manager may approve, if the claims adjudicator is not able, then the OT may be offered to the person that has received the fewest offered hours of OT, starting with the most senior claims adjudicator.
- (e) Overtime (OT) Tracking and OT Equalization Chart
 The following is required when tracking overtime equalization:
- i) Whenever possible, employees will be asked in advance to allow for maximum notification.
 - ii) Asking employees for their availability will not be considered asking an employee to work and will not be marked on the list.
 - iii) Overtime Equalization Chart will be communicated to all members by department quarterly.
 - iv) Overtime Equalization Chart will be updated weekly.
 - v) The employee with the lowest offered hours will be asked first unless there is a full call out.
 - vi) Hours accepted will be tracked as well as hours offered.
 - vii) Hours worked beyond the 40 hour-week will be tracked.
 - viii) Employees are to be marked for all hours asked offered.
 - ix) OT Hours worked on temporary transfer will be added to home department OT list.
 - x) New employees will be offered overtime hours upon completion of probation. Probationary employees will be offered over time following all seniority employees within the classifications who have been offered over time.
 - xi) Completion of probation period will be accounted for in equalization efforts.
 - xii) Jury Duty, Vacation, and Union Business greater than three (3) weeks will be considered hours to be averaged in.
 - xiii) Equalization will be on a yearly basis and all Offered and Accepted hours will be zeroed on the last day of February 2023, 2024, 2025.

ARTICLE 16 – VACATION WITH PAY / PAID HOLIDAYS

16.01 VACATION WITH PAY, PAID HOLIDAYS:

(a) Vacation with pay will be granted in accordance with the following provisions:

(i) An employee who has less than one (1) year as of January 1st shall be eligible for a prorated paid vacation in accordance with the following:

Full Calendar Months as of January 1st	Amount of Vacation Days with Pay
11 months	13.75 days
10 months	12.50 days
9 months	11.25 days
8 months	10.00 days
7 months	8.75 days
6 months	7.50 days
5 months	6.25 days
4 months	5.00 days
3 months	3.75 days
2 months	2.50 days
1 month	1.25 day

(ii) An employee with one (1) or more years as of their anniversary date shall be eligible for paid vacation in accordance with the following:

Year of Service as of January 1st	Amount of Vacation Allowance with Pay
1 year but less than 9	3 weeks
10 years but less than 19	4 weeks
20 years or more	5 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 in 16.01 (g) or when an employee quits, is discharged, or terminates their employment by reason of retirement, any unused portion of their vacation will be payable as set forth in Section 16.00 (h). However, if an employee is unable to take all their vacation because they are off work, on an approved maternity/parental leave, WSIB, STD or LTD claim, any unused portion of their vacation will be carried over into the following vacation period.
- (d) Every effort will be made to provide an employee with their allowance at the time requested.
- (e) Vacation will be approved based on seniority from the initial request to schedule vacation. Vacation requests received after the vacation scheduling submission deadline will be approved based on the date received. Vacations will be approved based on business need, which includes consideration of the bilingual skills and the need to maintain a functional level of bilingual coverage. The submission deadline will be communicated in advance to all members.
- (f) Vacation will be scheduled in blocks during the vacation bidding period then on a first come first serve after with full weeks having priority over partial weeks and seniority being the deciding factor when more vacation is requested that can be accommodated.
- (g) Carry over of (one) 1 week of vacation must be used within the first ninety (90) days of calendar year. Exceptions may be granted and discussed to accommodate business needs.
- (h) Where an employee quits, retires, or is discharged they shall receive their vacation pay entitlement not taken from the prior year. They will also receive prorated vacation pay earned in the current year, based on the number of full calendar months worked at their applicable vacation allowance level.

16.02 Paid Holidays

No employee covered by this Agreement shall have their salary reduced by reason of observance of the following holidays:

Holiday	1st Year <u>Mar. 1, 2022, to</u> Feb. 28, 2023	2nd Year <u>Mar. 1, 2023, to</u> Feb. 29, 2024	3rd Year <u>Mar. 1, 2024, to</u> Feb. 28, 2025
New Year's Day	January 1	January 1	January 1
Family Day	February 21	February 20	February 21
Good Friday	April 15	April 7	April 15
Victoria Day	May 23	May 22	May 23
Canada Day	July 1	July 1	July 1
Civic Holiday	August 1	August 1	August 1
Labour Day	September 5	September 4	September 5
Thanksgiving Day	October 10	October 9	October 14
Christmas Day	December 25	December 25	December 25
Boxing Day	December 26	December 26	December 26

16.03 Other Paid Holidays:

(a) Personal Day

The Employment Standards Act calls time off for illness and other personal emergencies known as "personal emergency leave". Personal emergency leave can be up to ten (10) days off each year. At least two (2) of these days must be paid. Workers can use the leave because they need it for themselves or because of the needs of a family member.

(b) Charity Day

The Company will pay for one (1) "Charity Day" that shall be taken at a time to be mutually agreed upon by the Company and the Employee. The employee will have to show proof that they worked a charity day. Charity Day (one per calendar year) is a day where the employee is doing something formally to contribute time to eligible and approved registered charities of their choice.

(i) Days will be managed via HUMI and must be requested forty-five (45) days in advance and approved by the Supervisor. The Charity Day process is:

- Employee to submit request with the following details via email to Supervisor

- Name of charity, contact name and phone number
- Registered Charity Number
- Details of charity and proposed volunteered activity
- Target date / time of charitable activity
- Supervisor will review and provide approval if it meets guidelines above
- Employee to update HUMI and notify Union Unit Chair and Senior Manager, Human Resources
- Employee to obtain the organization's signed confirmation from the Charity for HR file
- Upon completion of "charity day", the employee must provide the supervisor summary of their charity day, with charity
- At the employee's option, event details.

ARTICLE 17 – HEALTH & WELFARE BENEFITS

17.01 HEALTH AND WELFARE BENEFITS:

The Company agrees to provide Extended Health Care (EHC) & Dental benefits through a carrier selected by the company and a Health Spending Account (HSA) for all employees as set per the Honeybee program. The dental plan follows the current fee guide. refer to the Benefit program on the Honeybee platform for:

- (i) Extended Health Coverage & Premiums

- (ii) Dental Coverage & Premiums

- (iii) Health Care spending Account
 - Minimum \$3,948/year for family/couple coverage; \$2,016/year for single coverage.
 - The premiums associated for the EHC, and Dental benefits will be deducted from the amount deposited into the HSA
 - HSA amounts above will remain fixed for the duration of the agreement.
 - Unused balances in one benefit period can carry forward twelve (12) months from the end of the benefit period
 - Additional coverage is outlined in the Honeybee App.

You will receive deposits into your Health Spending Account every quarter based on a September benefit year (September, December, March, June). Honeybee will deduct the monthly premiums associated to your selections and hold back the other two months in that quarter for future premiums. The remaining funds are yours to use on health benefits.

(iv) Emergency Medical Travel:

- The Company agrees to provide emergency medical travel coverage through the carrier selected by the company.
- Out of Province/Out of Country (60-day continuous coverage)
- Prescription Drugs, Paramedical Practitioners, Trip Cancellation, Baggage Insurance.

(v) Allowance Account minimum \$50/month:

List of eligible leisure expenses as set out by the Company as outlined in the Honeybee App. Monthly contributions will carry over for a period of twelve (12) months.

- (vi) The Union will have an opportunity to bring forward suggested changes for benefits improvements on an annual basis prior to the annual benefit review.

17.02

The Company agrees to provide an Employee & Family Assistance Program (E.F.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 provide Life and Accidental Death and Dismemberment Insurance benefits through a carrier selected by the company. The company will pay for the premium for each eligible employee. The Life and Accidental Death and Dismemberment Insurance is \$25,000 each as per policy. The amount of this coverage will be reduced to 50% in accordance with the group insurance policy for employees who continue to work beyond sixty-five (65) years of age.

17.04

- (a) Coverage under the above health and welfare plans shall cease on the last day in which the employee voluntarily terminates their employment.
- (b) Coverage under the above health and welfare plans shall cease per the severance package when terminated by the Company.
- (c) In the event an employee is placed on layoff, coverage under the above health and welfare plans with the exception of Long-Term Disability (LTD) will continue until the last day of the third calendar month immediately following the month in which the layoff occurred. Funds in their Health Spending Account will have the regular run-off period of 24 months in line with CRA.
- (d) At no time will an employee be permitted to continue benefits if they accept full-time employment while on layoff.

17.05

The Company agrees to provide LTD through a carrier selected by the company. All eligible employees hired after March 1, 2022, will participate in the Long-Term Disability (LTD) Plan. The LTD Premium is paid by participants. Refer to the Benefit program on the Honeybee platform for further details.

ARTICLE 18 – CORPORATE BONUS PROGRAM

18.01 CORPORATE BONUS PROGRAM:

The Corporate Bonus program will be administered in accordance with the terms and conditions outlined in the annual compensation statement with a Bonus Target no less than 6%. The Bonus program will not be amended during the term of this agreement.

ARTICLE 19 – JURY DUTY / COURT SUBPOENAED APPEARANCE

19.01 JURY DUTY, COURT SUBPOENAED APPEARANCE:

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 they would have earned at their (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

20.01 BULLETIN BOARDS:

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 Senior Manager, Human Resources.

ARTICLE 21 – HEALTH & SAFETY

21.01 HEALTH & SAFETY:

Joint Health & Safety Committee (JHSC):

- (a) The Company and the Union agree that a Joint Health & Safety Committee (JHSC) of at least one representative from each will deal with safety problems which may arise on the Company premises. The Company, the Union and employees agree to abide by the Ontario Health and Safety Act. There will be equal representation from the Union and the Company, and they will work cooperatively on health and safety issues. The Union Co-Chairperson of the JHSC will be appointed by the Unit Chair of the Union Committee.

Meetings will be held quarterly, and additional meetings will not be unreasonably denied if the need arises. On the day of the quarterly meeting, the Committee Member of the JHSC will have the time to tend to Health and Safety business. Additional Health and Safety time will not be unreasonably denied.

- (b) Health and Safety Representatives from the Union and Management will:
- (i) Be present at the beginning of any health and safety related testing in the workplace.
 - (ii) Consult on ergonomic related issues.
 - (iii) Proactively institute health and safety programs to prevent repetitive strain injuries.
 - (iv) Participate in wellness programs and mental health initiatives.
- (c) Data to be Supplied to the Joint Health and Safety Committee:
Management has an obligation as per the Act to provide specific data to the JHSC. Any other information related to Health and Safety in relation to bargaining unit employees will be provided upon request.
- (d) Training:
The employer will provide annual training and/or refreshers as required for First-aid, CPR and Defibrillation training and will include all union JHSC representatives.

All Union Health and Safety Representatives will have certification training as outlined in the Occupational Health and Safety Act. With mutual agreement, a member of the JHSC who a certified instructor is may be used to provide internal training.

ARTICLE 22 – SALARIES

22.01 SALARIES:

(a) Wage Grid:

- The Company agrees to salaries at the hourly rate schedule (Table # 1), paid semi-monthly, based on seniority and classification.
- The wage grid below will be effective March 1, 2022.
- Wage adjustments for employees on a leave of absence, will be deferred to until they return to work.

(b) Progression Wage Schedule:

The progression wage schedule process is as follows:

- Employees will advance from one step to another step on their anniversary of hire date, and yearly till Step three (3) - top of scale is achieved; provided there is no break in service longer than one (1) year.

An example would be:

If an employee is hired on June 1, 2022, and at completion of on their anniversary of hire date, they will receive a Step 2 increase. The anniversary date for the Step 2 increase will be on June 1, 2023.

(c) Hourly Rate Schedule (Table #1)

Classification	Effective Date (Year 1)	Step 1	Step 2	Year 3
Claims Adjudicator	March 1 2022	\$17.43	\$17.91	\$18.51
Senior Claims Adjudicator	March 1 2022	\$19.39	\$19.87	\$20.35
Workflow Coordinator	March 1 2022	\$17.43	\$17.91	\$18.51
Customer Care Representative	March 1 2022	\$20.24	\$20.48	\$20.72
Accounting & Finance Support	March 1 2022	\$18.76	\$19.12	\$19.48

Classification	Effective Date (Year 2)	Step 1	Step 2	Year 3
Claims Adjudicator	March 1 2023	\$17.92	\$18.40	\$19.00
Senior Claims Adjudicator	March 1 2023	\$19.88	\$20.36	\$20.84
Workflow Coordinator	March 1 2023	\$17.92	\$18.40	\$19.00
Customer Care Representative	March 1 2023	\$20.73	\$20.97	\$21.21
Accounting & Finance Support	March 1 2023	\$19.23	\$19.59	\$19.95
Classification	Effective Date (Year 3)	Step 1	Step 2	Year 3
Claims Adjudicator	March 1 2024	\$18.41	\$18.89	\$19.49
Senior Claims Adjudicator	March 1 2024	\$20.37	\$20.85	\$21.33
Workflow Coordinator	March 9 1 2024	\$18.41	\$18.89	\$19.49
Customer Care Representative	March 1 2024	\$21.22	\$21.46	\$21.70
Accounting & Finance Support	March 1 2024	\$19.60	\$20.05	\$20.41

22.02 Premiums:

The Company agrees to pay Multilingual Premium, and the company will determine what languages will be recognized for payment of premium. The amount paid is \$2,000/year, paid on a bi-monthly basis.

22.03 Temporary Assignment:

Temporary assignments within the bargaining unit for a period of not more than forty-five (45) working days may be made by the Company without regard to posting but following such period the position, if then vacant, shall be filled in accordance with the established procedure for the filling of vacancies. An employee so temporarily assigned will receive a salary adjustment if their temporary assignment is to a higher salary level. If and when such an employee is returned to their regular position their salary shall be the rate they

would be entitled to if they had remained in that position. The Company shall give advance written notice of any Temporary Assignments containing the work conditions and names of the employees involved to the Chairperson.

22.04 Pay Period:

All employees will be paid semi-monthly on the 15th and last day of each month. In the event that a paid statutory holiday falls on a regular pay day, employees will be paid on the day immediately preceding the normal pay day. Employees will be paid by direct deposit.

ARTICLE 23 – SEVERANCE PAY PLAN

23.00 SEVERANCE PAY PLAN:

- (a) The Company shall provide severance pay benefits in accordance with Employment Standards Act 2000 or any future amendments thereto or in accordance with the provisions of this applicable article, whichever provides the greater benefit.
- (b) Partial years of service will be prorated.
- (c) Severance pay will be received within twenty-one (21) days of the employees last day worked (termination date).
- (d) An employee who has been given written notice of termination can resign and retain their right to Ontario Employment Standards Act severance pay, provided the employee:
 - (i) Gives the Company at least two (2) weeks written notice of resignation and
 - (ii) The resignation takes effect in the statutory notice period.
- (e) An employee may complete a direction under the Income Tax Act, and the Company will direct all or a part the employee's severance into their:
 - (i) Personal Registered Retirement Savings Plan (RRSP)
 - (ii) Company Group RRSP or,
 - (iii) Severance will be paid in the manner in which payroll is processed.
- (f) RRSP contributions are subject to individual RRSP limits as set by the Canada Revenue Agency.

ARTICLE 24 – DURATION OF AGREEMENT

24.01 DURATION OF AGREEMENT:

This Agreement shall commence on the 1st day of March 2022 and end at 23:59 on the 28th day of February 2025 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.

ARTICLES 25 – EDUCATIONAL ASSISTANCE

25.01 EDUCATIONAL ASSISTANCE:

- (a) Full-time employees are eligible to apply for the tuition assistance program after one year of employment (to be eligible, the course cannot begin before employee has reached one year of employment). After approval from the Company, employees may be eligible for up to 50 percent reimbursement of courses, to a maximum of \$1,000 per person per year. The course must be deemed relevant to both the Company and the employee, at the Company's sole discretion, and cannot interfere with the employee's position at the company. Begin by speaking with your supervisor; they will involve the appropriate ELT member. All approvals will be in writing.
- (b) Employee must fully complete and pass the course prior to submitting the invoice for partial reimbursement. Documentation and proof of completion must be provided. Employees who resign their position from the Company within a one-year period after receiving tuition reimbursement from the Company are required to reimburse the company for the total amount of monies paid to them in that one-year period.

ARTICLE 26 – UNION PAID EDUCATION LEAVE

26.01 UNION PAID EDUCATION LEAVE:

- (a) The Company agrees to pay into a special fund \$1,000 per contract year 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 into a trust fund established by the National Union, Unifor. A confirmation of such payment will be sent to Unifor Local 673.
- (b) The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will each 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

27.01 TECHNOLOGICAL CHANGE:

In the event of any technological change which will adversely affect the rights of an employee, their wages, or their working conditions:

- (a) The Company will notify the Union at least six (6) months before the introduction of any such change, if possible, to mitigate the negative effects on bargaining unit members.
- (b) Any employee who is rendered redundant, or who is displaced from their job as a result of any such change shall have the opportunity to fill any job posting for which they can qualify under Article 13 of the Agreement. If there is no job posting for which they can apply, they shall have the right to displace employees with less seniority if they have the ability to perform the duties related to the job.
- (c) The Company will assume responsibility for the retraining process of an employee who lacks the necessary skills to continue their job duties after such change. The employee will be given a reasonable period during which they may attempt to acquire these skills.
- (d) 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 their employment.

ARTICLE 28 – GROUP RETIREMENT PLAN

28.01 GROUP RETIREMENT PLAN:

Group Registered Retirement Savings Plan (GRRSP) program is available to all employees. Benecaid will match 75% of your pre-tax contribution up to a max of 3% of regular earnings (for a maximum company contribution of 2.25%). Contributions can be as much as the employee wishes; however, the employee is responsible for their calculations so as not to over contribute. Should you have eligible bonus funds available, you may be able to contribute a portion toward your GRRSP.

ARTICLE 29 – TRANSFER RIGHTS

29.01 TRANSFER RIGHTS:

In the event the Company elects to expand/transfer its operations to a new location which results in laying off of employees who have attained seniority, those employees are permanently displaced as a result of such moving of operations may, within thirty (30) days, elect to be transferred to the new location. They will also 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 PART TIME EMPLOYEES:

- (a) Part-time employees will be defined as:
 - (i) Part-time (Permanent)
An employee who is not a student who has attained a Permanent Part-time position, with set hours and is scheduled twenty (20) hours per week.
 - (ii) Part-time (Permanent) employees may be scheduled for up to 25 hours per week on a regular basis and may be scheduled for up to forty (40) hours per week not to exceed three weeks at a time unless agreed to by the Union.
 - (iii) Part-time (Temporary/Contract) employees may be scheduled up to forty (40) hours per week to address short-term staffing needs for a period of up to six (6) months. Positions beyond six (6) months will be converted to Full-Time and posted according to Job Postings provisions unless an extension is granted by the Union. Extensions will not be unreasonably withheld.
 - (iv) Paid in accordance with the applicable classification and overtime rates.

- (b) Part-time employees as defined will be scheduled as follows:
 - (i) Employees will receive their two (2) week schedule one (1) week prior to the start of the two (2) week period.
 - (ii) Employees shall not be regularly scheduled for less than four (4) hours of work.
 - (iii) The Company will give employees twenty-four (24) hours verbal notice of any cancellation of a shift. Should twenty-four (24) hours verbal notice not be provided for the cancellation of a shift the employee will be provided four (4) hours of work.
 - (iv) Hours shall be distributed fairly and equitable for part-time employees.

- (c) Agency Employees:
Management retains the right to engage Agency employees to address short-term staffing needs for a period of up to six (6) months. Management agrees to remit the union dues for agency staff retained.
- (d) The Unit Chairperson will be provided a list of agency and contract employees and the anticipated duration of their assignment. Agency and contract employees will not be used to circumvent the necessity of hiring additional bargaining unit workers.
- (e) Part-time (Temporary/Contract) and Agency employees who become permanently hired six (6) months will be deemed to have completed their probationary period, and their seniority date will be retroactive to the date they started at Benecaid.
- (f) Any employees on temporary contract at the time of ratification will become full-time permanent employees and their seniority date retroactive to their date of hire.

ARTICLE 31 – WORKPLACE HARASSMENT AND BULLYING

31.01 WORKPLACE HARASSMENT AND BULLYING:

Definitions

- (a) “Harassment” is recognized to mean engaging in a course of vexatious comments or conduct that is known or ought to be reasonably known to be unwelcome.

Harassment includes any behaviour which denies individuals dignity and respect, is embarrassing, humiliating, or offensive. This definition includes actions or discrimination based on race, ethnicity, age, gender, creed, physical or mental disability, marital status, and sexual orientation. Harassment incorporates bullying.

- (b) “Bullying” is the persistent mistreatment of an Employee that negatively impacts the Employee’s personal well-being and their ability to perform.

Examples of workplace harassment and/or bullying include, but are not limited to:

- Intimidation or unjust criticism.
- Spreading malicious rumours.
- Engaging in verbally abusive behaviour, such as yelling or name calling.
- Practical jokes which repeatedly and/or inappropriately are directed toward a single employee or group of employees.
- Intentionally and repeatedly isolating an employee.
- Engaging in physically abusive or assertive behaviour, such as pushing, finger pointing, invading an Employee’s personal space, or tampering with an Employee’s workspace or belongings.
- Undermining an Employee’s effort to work; and/or
- Any form of verbal or non-verbal communication (words, gestures, actions, emails) that embarrasses, humiliates, or intimidates an Employee privately or publicly.

Harassment is not to be construed as properly conducted supervisory responsibilities including delegation of work assignments, assessment, discipline, or constructive feedback/coaching.

- (c) “Sexual Harassment” includes, but is not limited to, any action, joke, innuendo, comment, or conduct of a sexual nature which is degrading and causes or may cause embarrassment, tension, anger, awkwardness, or discomfort.

- (d) Matters related to harassment and bullying in the workplace are addressed in the Company's Workplace Anti-Harassment Policy which abides by the Ontario Human Rights code.
- (e) Notwithstanding the information contained in the Article with respect to an Employee's right to file a complaint, an Employee shares the right to file a complaint with the Ontario Human Rights Tribunal.
- (f) Matters related to violence in the workplace are dealt with in the Company's Workplace Anti-Violence Policy, which abides by the Occupational Health and Safety Act.

31.02 Right to File an Internal Complaint:

- (a) Any employee who considers that they have been subjected to workplace harassment as defined in the Company's Workplace Anti-Harassment Policy and this section of the Collective Agreement is entitled to lodge a complaint. Complaints should be lodged through at least one member of the Joint Workplace Anti-Harassment Committee.
- (b) Any Employee who feels that they have been subjected to retaliation for having brought forward a complaint of workplace harassment may lodge a complaint. Complaints of this nature should be lodged directly with the Vice President, Human Resources and the Union Chairperson who will take immediate action to investigate and act on the complaint.
- (c) The Senior Manager, Human Resources is responsible for ensuring that workplace harassment complaints are dealt with quickly, fairly, confidentially and in accordance with Benecaid's Policy and this Article and will take action to ensure accountability by all parties and to eliminate the potential for a negative, poisoned, or unproductive work environment. The Company will work to ensure that employees do not experience low self-esteem, unhealthy stress, or loss of personal well-being or productivity as a result of workplace harassment.

31.03

- (a) A Joint Workplace Anti-Harassment Committee (hereinafter called the Committee) will be created consisting of Senior Manager, Human Resources and a representative appointed by the Union. Committee members will be provided training by the Company to handle complaints under this Policy.
- (b) All internal complaints should be directed to one of the members of the Committee.

- (c) Both parties agree to and are committed to follow the process as outlined. No independent or separate approaches or investigations will be encouraged.
- (d) The same Committee members that are assigned to handle a complaint will complete the process from beginning to end (step 4 – step 12), where possible.

31.04 Internal Complaints:

Any Employee (hereinafter called the Complainant) who considers that he or she has been subjected to workplace harassment as defined in this Agreement must follow the steps outlined below:

- (a) Tell the alleged harasser(s) (hereinafter called the Respondent(s)) to stop and make known that the behaviour is unwelcome and objectionable.
- (b) Initial Investigation – if the Complainant cannot approach the Respondent(s) directly due to the threat of violence, or after repeated incidents or events, the Complainant should lodge a complaint with a member of the Committee. Complaints should be reported in as timely a manner as possible.
- (c) Upon receipt of a complaint the Committee member will immediately advise the Senior Manager, Human Resources, where a Union employee is involved. The Senior Manager, Human Resources will advise the Union representative.
- (d) One (1) Committee Management member and one (1) Committee Union member, as appointed by the Senior Manager, Human Resources and where a Union employee is involved the Union representative, will first address the conflict through information investigation where together the Committee members will meet with the complainant and the alleged harasser(s) separately, to obtain more detailed information about the situation. This step will begin within two (2) working days of receiving the complaint.
- (e) If both Committee members agree that early resolution is possible, the parties (Complainant and Respondent(s)) will attend a resolution meeting with the appointed Committee members. The purpose of the meeting will be to understand and resolve the issue(s). If both parties agree that the issue(s) have been resolved during this meeting, no further action is required. Mediation may also be used to achieve resolution.
- (f) If a resolution is not secured through Step 5, or the appointed Committee members decide to bypass Step 5, the Committee members will proceed by determining whether

the alleged activity constitutes workplace harassment as defined in the Policy. If after this review, it is determined that the allegation is unsubstantiated, the complainant will be advised that a formal investigation is not required. If the parties disagree, or if it is determined that workplace harassment appears to have occurred, the delegated Committee representatives will consult with the Senior Manager, Human Resources. The Senior Manager, Human Resources in consultation with the Union representative, will determine if the complaint will move forward to step 7.

- (g) Formal Investigation - If the complaint proceeds to Step 7, the Senior Manager, Human Resources will advise the President of Benecaid-
- (h) There may be situations where the expertise of an external third party is deemed necessary to conduct or partake in an investigation. The Senior Manager, Human Resources and Union representative will consult with each other if necessary. The Unifor National Representative and/or Local Union President or designate may participate in the investigation.
- (i) A formal investigation may include the following steps: interviews of the Complainant and the Respondent(s), interviews with witnesses and a review of relevant files and records. All investigations will be handled quickly, fairly, and confidentially. The joint investigation will begin within two (2) working days of the decision that a formal investigation is started and will be completed within fifteen (15) calendar days after the formal investigation is started, where possible.
- (j) The appointed Committee member(s) will present their findings to the Senior Manager, Human Resources and will complete a written report. The Senior Manager, Human Resources will share the report with the Union Chairperson where the matter involves a Union member.
- (k) Senior Manager, Human Resources and the allocated Committee member(s) will present the final report separately to the Complainant and the Respondent(s) of the results of the investigation. The Union Chairperson will be invited to attend meetings involving Union member(s).
- (l) Where workplace harassment has been substantiated, the Company will take appropriate corrective or disciplinary action to resolve the complaint. Where workplace harassment has not been substantiated, no action will be taken against a Complainant who has made a complaint in good faith.

- (m) Senior Manager, Human Resources will take steps to implement the decisions and actions outlined in the final report.
- (n) Records and notes in relation to the investigation and resolution of the incident will be filed in Human Resources and access will be granted to the Union Committee upon request.
- (o) The pursuit of frivolous allegations through this procedure could have a detrimental effect on the spirit and intent for which this policy was rightfully developed and such allegations will not be allowed

ARTICLE 32 - STUDENTS

32.01 STUDENTS:

Part Time Student Program and/or Cooperative Students Program is to provide students with the opportunity to gain work-related experience required to graduate from their program.

- (a) Students can be used to support an increase in vacation, or when additional hours and overtime are offered to bargaining unit
- (b) Student Terms and Conditions:
 - (i) Students will not accrue seniority.
 - (ii) Students will pay union dues as per Article 3.
 - (iii) The student rate will be at 90% of Step 1 of the classification.
 - (iv) Students must be enrolled full-time in an accredited College or University to qualify for a student position.
 - (v) Students will not do the full scope of the classification assigned and will not be used to circumvent the hiring of permanent employees.
 - (vi) Students will not be entitled to benefits and entitlements outlined in the Collective Agreement other than representation and provisions outlined in the Employment Standards Act.

ARTICLE 33 – OFFICE PARKING

33.01 OFFICE PARKING:

The Company pays for the parking at its head office in Etobicoke for those employees who require it, but it may be deemed a taxable benefit to the employee.

ARTICLE 34 – PAY EQUITY

34.01 PAY EQUITY:

The Company and the Union will have a Joint Pay Equity Committee comprised of one (1) member from the Union and one (1) member from the Company to fulfil their responsibilities related to the Union Pay Equity Maintenance Plan under the Pay Equity Act.

LETTERS OF UNDERSTANDING (LOU)

#1 LOU – MENTAL HEALTH

The parties agree that a healthy work environment is important for the mental health and well-being of all employees.

The parties are committed to raising awareness around mental health issues.

Raising awareness is a key step towards ending the stigmas associated with suffering from a mental illness and creating a safe and comfortable workplace environment for everyone.

Understanding the above, the parties agreed to work together during the life of the agreement in hopes of engaging managers and employees on mental health issues and their effect on the workplace.

This will be a standing discussion item at the Labour Management forums.

#2 LOU – SOCIAL JUSTICE FUND

The Company agrees to pay \$500 for each year of the Collective Agreement towards the Unifor Social Justice Fund.

#3 LOU – WORK FROM HOME

During negotiations, the Company and the Union discussed effects of the pandemic and its impacts on the ability to work at the Benecaid office.

The parties agree that through the ongoing pandemic, employees who are not considered essential to be in the office, will be allowed to continue to work from home until the Company deems it safe and appropriate to transition the workforce to return to office.

Once the pandemic is over the parties agree to discuss a Hybrid Work from Home Policy for those employees who wish to continue working from home.

#4 LOU – QUARTERLY MEETINGS

During negotiations, the Company and the Union discussed quarterly meetings be held. The intention is that both the Parties use the techniques of partnering and to pro-actively and jointly manage the administration of the Collective Agreement with the objective of minimizing the adverse effects of risks and surprises for both Parties. The purpose is to provide and promote effective and meaningful communication of information and ideas and to make joint recommendations on matters of concern. Matters that are properly the subject of an individual grievance will not be discussed at this committee.

#5 LOU – PRINTING OF BOOKLET

The Company will forward an email with a PDF version of the Collective Agreement to all the bargaining unit employees, new employees and additional copies for management and the union's use.

Such copies shall be in a format approved by both parties. Employees in the bargaining unit can print a hard copy using the Company printer.

APPENDIX A – JOB DESCRIPTIONS

1. CLAIMS – WORKFLOW COORDINATOR (CODE: OPS-CLAIMS 001)

Job Requirement:

Under the supervision of the Claims Manager and as a member of the Claims team, you will be accountable for ensuring that all mail is sorted and forwarded to the applicable department or staff in timely and secured manner.

- University Degree or College Diploma
- Other certifications are an asset It is your responsibility to sort, scan and log all claims in the system accurately.
- 1-3 years of experience in customer service or a related role
- Knowledge of the insurance industry and relevant federal and state regulations
- For French Bilingual, written, and oral communication skills required

Normal Duties:

As the Workflow Coordinator, you are responsible for coordinating workflow by processing incoming claims, conducting claims audits, developing reporting, analyzing prior authorizations, managing mail, and providing sundry support to claims adjudicators. You can effectively manage, execute, and delegate customer requests for services, and use discretion and judgment to assess client requests, gather appropriate additional information and determine if there are issues and concerns that must be escalated, or client expectations managed

Administration:

This requires coordination with colleagues, an expert knowledge of benefit services and processes, and a working knowledge of support software.

- Manages all inbound mail, and claims emails, are forwarded to the appropriate department, staff, and queues into Access Benecaid in a secured manner.
- Sorts the mailed-in claims ensuring it would be easy for the adjudicators to read and key in the claims
- Executes all requests for escalation to specific departmental groups/specialists
- Responsible for maintaining exceptional working knowledge of cross specialty service offerings
- Provide input and improve the workflow processes and procedures for all Prior Authorizations (PAs).
- Maintain a sense of urgency and respond to and follow-up on PA requests in a timely and efficient manner.
- Generate departmental reports and use or distribute as needed. a) Approved PAs

- Review the approved PAs from ESC
- Create the Checklist
- Send request for approval
- Send approved PAs for coding
- Track the approved PAs b) Declined PAs
- Send respond to ESC to mail decline letter
- Track the declined PAs
- Mis-directed PA
- Forward to customer care to reach out to the member
- Appeals • Review the appeal basing on the information from ESC
- Send evaluation for further review and decision c) Monthly PA reconciliation
- Review the monthly statement from ESC
- Send to Finance with recommendation

Accountability:

- Maintain working knowledge and understanding of current and historical Benecaid products by assisting and managing the Drug Formularies (BN01G, BNFG, BN01 and EQFG).
- Attend the monthly validation meetings hosted by ESC
- Take notes on the important provincial initiatives or changes and determine the impact to Benecaid
- Determine if the drugs reviewed during the Validation meeting needs to be removed from the Benecaid Formularies
- Send request to ESC to remove DINs
- Send out the Validation meeting notes
- Monthly DIN additions
- Update the Tracking Sheet with the necessary information
- Send the updated sheet for review
- Send request to remove or add DINs basing on the review
- Attend review meetings
- Equitable Formulary: EQFG
- Determine the excluded/included DINs on the Exclusion Lists sent periodically by Equitable
- Send request to ESC for coding
- Ad Hoc, Miscellaneous, and other duties as assigned

2. CLAIMS ADJUDICATOR – UNILINGUAL AND/OR MULTILINGUAL (CODE: OPS-CLAIMS 002)

Job Requirement:

Reporting to the Claims Manager, the Claims Adjudicator will be responsible for data entry of all the Health Spending Account, Medical, Dental, Hospital, Drug and Vision claims that are received each day for the Group Benefit Plans. This involves reviewing pertinent claim receipts and forms, inputting these details accurately into the Data Entry Benefit System and complete the process and administration.

The successful candidate will be accountable for ensuring that all Health Spending Account (HSA) claims are processed and administered according to the Canada Revenue Agency guidelines on eligible medical expenses as stated in the Income Tax Act.

- 2-3 years of experience as claims adjudicator or in a related role
- Knowledge of the insurance industry and relevant federal and state regulations
- University Degree or College Diploma
- Other certifications are an asset
- For French Bilingual, written, and oral communication skills required

Normal Duties:

The Claims Adjudicator will review pertinent claim receipts and forms, input details accurately into the Data Entry Benefit System and complete the processes and administration.

- Prepare claim forms and related documentation
- Review claim submissions and verify the information from claim forms to process
- Accurate data entry of HSA, Medical, Dental and Vision claim information into the Claims Data Entry System
- Determine policy coverage and calculate claim amounts
- Processing claim payments
- Complying with federal, and company regulations and policies
- Accountable to ensure department goals and targets are achieved
- Request and review additional requirements by calling the clients or service providers where applicable
- Engage internal/external resources when required
- Ad Hoc, Miscellaneous, and other duties as assigned

3. SENIOR CLAIMS ADJUDICATOR – UNILINGUAL AND/OR MULTILINGUAL (CODE: OPS-CLAIMS 003)

Job Requirement:

Reporting to the Claims Manager, the Senior Claims Adjudicator will be responsible for data entry of all the Health Spending Account, Medical, Dental, Hospital, Drug and Vision claims that are received each day for the Group Benefit Plans. This involves reviewing pertinent claim receipts and forms, inputting these details accurately into the Data Entry Benefit System and complete the processes and administration.

The successful candidate will be accountable for ensuring that all Health Spending Account (HSA) claims are processed and administered according to the Canada Revenue Agency guidelines on eligible medical expenses as stated in the Income Tax Act.

- 5-7 years of experience as claims adjudicator or in a related role
- Knowledge of the insurance industry and relevant federal and state regulations
- University Degree or College Diploma
- Other certifications are an asset
- For French Bilingual, written, and oral communication skills required

Normal Duties:

- Prepare claims data, review documentation, and enter claim information into appropriate system
- Determine policy coverage and calculate claim amounts
- Processing claim payments in accordance with policies
- Support claim assignment to each adjudicator
- Oversees the bi-weekly Reporting Package
- Generates various ad-hoc and monthly reports
- Assists team members in processing complicated claims.
- Responds to inquiries and resolves issues pertaining to specific claims
- Support the audit process both internal and external.
- Performs monthly claims reconciliation for clients as needed
- Updates accumulators in the event of a plan amendment.
- Supports team members with new or existing processes.
- Complying with federal, and company regulations and policies

4. CUSTOMER CARE REPRESENTATIVE – UNILINGUAL AND/OR MULTILINGUAL (CODE: OPS-CARE 001

Job Requirement:

Interact with Plan Members, Plan Sponsors and Advisors to provide and process information in response to inquiries, concerns and requests about claims and services. Under the direction of the Manager of Customer Service, the Customer Care Representative will assist clients in resolving their claims, coverage, and portal inquiries by providing prompt, professional, courteous, and accurate responses. The Customer Care Representative will utilize company technology to search and track all transactions.

- 2-3 years of experience in customer service or in a related role
- Insurance industry knowledge with Health & Dental claims/groups is an asset
- Knowledge of software applications/systems to be able to communicate effectively
- University Degree or College Diploma
- Other certifications are an asset
- For French Bilingual, written, and oral communication skills is required

Administration:

Candidates must possess excellent customer service skills, pleasant and professional phone manner, be a strong team player, attention to detail and maintain integrity in all dealings.

Normal Duties:

The Customer Service Representative is an entry level position that works in a high performance, customer focused team environment and is responsible for several customer-oriented tasks. The Customer Care Representative will assist clients in resolving claims, coverage and portal inquiries while providing prompt, professional, courteous, and accurate responses. As the first point of customer contact for inquiries and service delivery they are to provide excellent customer service in both verbal and written interactions.

The Customer Care Representative will utilize company technology to search and track all transactions, and possess excellent customer service skills, a pleasant and professional phone manner, be a strong team player, pay attention to detail and maintain integrity in all dealings.

- Respond for inbound phone and email inquiries from Plan Members, Administrators and Advisors
- Respond promptly to Plan Member inquiries
- Handle and resolve customer escalations
- Obtain and evaluate all relevant information to handle inquiries and complaints
- Perform customer verification

- Direct requests and unresolved issues to the designated resource to forward the escalation process
- Keep records of customer interactions and transactions accurately (phone logs)
- Record details of inquiries, comments, and complaints
- Record details of actions taken
- Communicate and coordinate with internal departments
- Follow up on customer interactions
- Request and review additional requirements by calling the clients or service providers where applicable
- Work with co-workers when necessary to resolve customer complaints
- Ad Hoc, Miscellaneous, and other duties as assigned

5. FINANCE – ACCOUNTING & ADMINISTRATIVE SUPPORT (CODE: FIN 001)

Job Requirement:

The Accounting Administrative Support will be responsible for supporting the day-to-day duties of the finance department and ensuring work is completed accurately, efficiently and in a timely manner.

- Proficient in Microsoft Office
- Proficient in accounting software such as QuickBooks, PeopleSoft, SAP
- Strong written, verbal and presentation skills Ability to communicate information clearly to a broad audience and understand users' questions and effectively disseminate technical information is essential
- Self-motivated with an ability to effectively multi-task and be comfortable with tight deadlines; results oriented
- Highly organized and detail-oriented with excellent attention to detail and time management skills
- Strong personal integrity and work ethic; takes responsibility; likes to be held accountable for results
- Demonstrated ability to work within a close team environment
- University degree or College Diploma in Accounting, Commerce, or Business Management/Administration
- 1-2 years or relevant experience
- Ability to understand and implement significant areas of accounting
- Knowledge of the Canadian group insurance industry an asset

Normal Duties:

- Apply cash receipts in various forms to the A/R sub-ledger and assist with collections.
- Print and mail cheque payments of regular claims.
- Process print and mail manual Cost Plus claim payments.
- Issue reserve refunds to group customers.
- Issue document retrieval fee invoices.
- Co-ordinate outgoing mail and courier transactions.
- Process mail, courier shipments (inbound and outbound) and order courier supplies.
- Maintain organized electronic filing systems.
- Data verification and reconciliation, as well as electronic order submission.
- Assist by sending weekly statements to clients.
- Assist by responding to requests for invoice and possible concerns.
- Assist with generating invoices as needed.
- Ad Hoc, Miscellaneous, and other duties as assigned

MEMORANDUM OF SETTLEMENT

BY AND BETWEEN

BENECAID

AND

UNIFOR and its LOCAL 673

The attached constitutes a basis of settlement arising out of the current negotiations between the parties for a First Collective Agreement.

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

This Collective Agreement will be effective from March 1, 2022 and will expire subject to the provisions of the termination in Article 24 on February 28, 2025.

The parties agree to implement the provisions in this Memorandum of Settlement upon ratification, unless specifically stated otherwise.

DATED February 22, 2022

For the Union:

For the Company:

Sara Moussette

Al Di Mauro

Thalia Chau

Beejal Pandit

Mary Ellen McIlmoyle

Scott Morey

Kat Leonard

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DATED February 22, 2022


For the Union:




Sara Moussette



Thalia Chau

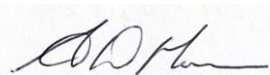


Mary Ellen McIlmoyle




Kat Leonard


For the Company:



Al Di Mauro



Beejal Pandit



Scott Morey