

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BELL MOBILITY PAGING INC.**

**AND**

**COMMUNICATIONS, ENERGY  
AND PAPERWORKERS UNION OF CANADA**

**(March 24<sup>th</sup>, 1999 to March 23<sup>rd</sup> 2002)**



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ANNEX A		

LETTER OF AGREEMENT  
RE: MODALITIES CONCERNING THE REMOVAL OF THE LETTER OF AGREEMENT  
CONCERNING THE PARTICULAR APPLICATION OF ARTICLE 20.01 CONTAINED IN THE  
PRECEDING COLLECTIVE AGREEMENT

LETTER OF AGREEMENT  
RE: PARTICULAR APPLICATION OF ARTICLE 14.02 6. AND 13.03 (3)

LETTER OF AGREEMENT  
RE: PARTICULAR APPLICATION OF ARTICLES 24.02 AND 24.04

LETTER OF AGREEMENT  
RE: TAXI CHITS



**ARTICLE 1**    **DEFINITIONS**

1.01            **Employee**

Means any employee covered by this Agreement pursuant to article 3.01.

Where the feminine appears in this Collective Agreement, it shall be deemed to mean the masculine as well, unless otherwise specifically stated or unless the context dictates otherwise.

1.02            **Employer**

Means Bell Mobility Paging Inc.

1.03            **Parties**

Means the Employer and the Union.

1.04            **Union**

Means the Communications, Energy and Paperworkers Union of Canada, Local 102-0.

**ARTICLE 2**    **PURPOSE OF THE AGREEMENT**

2.01            The purpose of this Agreement is to establish and maintain an orderly collective bargaining relationship between the Employer and the Union, with due regard for the Employer's profitable and efficient operations, to set forth provisions concerning working conditions of employees recognizing the existence of applicable occupational safety and health legislation and to provide a prompt and amicable method of settling grievances which may arise from time to time.

2.02            Any Letter of Agreement forms an integral part of the Collective Agreement.

**ARTICLE 3**    **UNION RECOGNITION AND SCOPE OF THE AGREEMENT**

3.01            The Employer recognizes the Union as the sole bargaining agent representing employees covered by the amended certification issued on November 4, 1997 by the Canada Labour Relations Board (CLRB file: 530-2691) which reads:

"all employees of Bell Mobility Paging Inc. employed at its PageLink facility in the city of Gloucester, excluding operations coordinator, systems coordinator, supervisors and those above"

**ARTICLE 4**    **MANAGEMENT RIGHTS**

4.01            The Employer has the exclusive right to operate and manage its business in all respects including, without limiting the generality of the foregoing, the right to:

                  select and hire employees, suspend, dismiss and impose discipline on them for just cause;

                  establish its manpower needs, including the right to set blocks of work hours to be filled by employees and to fill them, to reduce the work force and proceed with recalls;

                  set the methods of work; and, generally to maintain order and efficiency of the operations.

subject only to any limitations set out in the other provisions of this Agreement.

**ARTICLE 5**    **WORK BY MANAGEMENT REPRESENTATIVES**

5.01            Management personnel and Supervisors of the Employer shall not normally execute work which is normally done by employees covered by the Union's certification, except in the following cases:

- 1<sup>o</sup>            Training and familiarization of employees; or
- 2<sup>o</sup>            Experimental or repair work; or
- 3<sup>o</sup>            Assisting an employee who is in need; or
- 4<sup>o</sup>            During off-peak hours, where the call waiting time is at least forty five (45) seconds and until it has dropped to thirty (30) seconds.
- 5<sup>o</sup>            During peak hours, when there are more than twenty (20) calls waiting (requests) and until such time that the calls waiting have dropped to eight (8).

**ARTICLE 6**    **NO DISCRIMINATION**

6.01            There shall be no discrimination by the Employer or by the Union or by any employee against any employee or management representative or by any management representative against any employee on the following grounds:

                  race, national or ethnic origin, colour, religion, sexual orientation, age, marital status, family status, pardoned conviction, physical or mental disability.

**ARTICLE 7**    **UNION SECURITY AND CHECK-OFF**

7.01            All employees covered by the Agreement shall be required, as a condition of employment, to pay the Union dues as stipulated at articles 7.02 and 7.03.

- 7.02 For all employees, such dues are deductible as of the beginning of their employment.
- 7.03 The Union will advise the Employer, in writing, of the amount of Union dues to be deducted from the paycheque of each employee. Any changes thereto will also be communicated by the Union, in writing, to the Employer, at least 30 days in advance.
- 7.04 Dues deducted as specified above in any month will be forwarded to the Union, by the Employer, no later than the 21<sup>st</sup> day of the following month.
- 7.05 The Union agrees to indemnify the Employer and hold it harmless against any claim which may arise in complying with the provisions of article 7.
- 7.06 The total amount of Union dues deducted will be shown on the Revenue Canada T4 form issued annually to each employee.

**ARTICLE 8**    **UNION ACTIVITIES**

- 8.01 a) The Employer will prepare and post a seniority list containing the following information: employee name and date of hire;
- Employees who have not acquired seniority pursuant to article 14 will nonetheless appear on the list. However, their name will be marked with an asterisk.
- The seniority list will be updated on a monthly basis.
- b) The Employer will provide the Union with the following information which will be placed in its mailbox:
- an updated copy of the fixed work schedule and of the variable work schedule;
  - a copy of any job posting and job award; and
  - notification of the removal of the name of an employee from the seniority list and the reason for same.
- 8.02 The Union will advise the Employer, in writing, of the identity of three (3) Union representatives chosen from members of the bargaining unit. The Union will promptly advise the Employer of any changes thereto.
- 8.03 a) A Union representative will be excused from work for time spent attending a meeting in the presence of one or more representatives of the Employer, and reasonable time spent in preparing for such a meeting immediately prior to it taking place, without loss of her regular wages, in the following cases. The Union representative must obtain prior authorization of the manager to be absent for such preparation, which authorization will not be unreasonably denied:

during a meeting at step 3 of the grievance procedure described at article 10.05b); or,  
in accompanying an employee who is receiving a written disciplinary measure as described at article 9.03.

If the Union representative must attend a meeting described at article 10.05b) or is requested to accompany an employee who is receiving a written disciplinary measure as described at article 9.03 outside her work schedule, notwithstanding any other provision in the Agreement, she will receive an allowance equivalent to the time spent in the presence of the Employer multiplied by her regular hourly rate.

b) A Union representative will be excused from work, if necessary, in the following cases:

to process a grievance, other than what is provided for at 8.03a). In such a case, the Union representative must obtain the prior authorization of the manager, which authorization will not be unreasonably denied, and advise the manager immediately prior to her return to work; or,  
- to attend an arbitration hearing. In such a case, the Union must advise the Employer of the identity of the Union representative at least twenty one (21) days in advance.

c) Two (2) Union representatives will be excused from work to attend meetings in the presence of representative of the Employer for the renewal of the Collective Agreement.

d) A Union representative having a fixed work schedule who will be absent from work as provided in article 8.03 b) or c) will be paid by the Employer as if she had been at work according to her fixed schedule. The Employer will correspondingly invoice the Union which will pay within thirty (30) days of its receipt of the invoice.

8.04 The National or local Representative of the Union may attend the meeting held at step 3 of the grievance procedure described at article 10.05b).

Except as provided at article 8.03 a), the National or Local Representative may meet a Union representative at the work place, outside of the latter's work hours. Prior approval for such meeting which will take place in an available office must have been given by the Employer.

8.05 The Employer will provide the Union with a Bulletin Board for the posting of Union related notices and which are not detrimental to the Employer, its personnel generally excluding employees as defined at article 1.01, its clients and its suppliers. The Union will stamp each document in advance of its being posted with the statement "authorized by" and initialled by the chief representative of the Union.



8.06 Up to a maximum three (3) employees may obtain leave from work, not exceeding one (1) week at a time, for the purpose of attending to Union business away from the work place.  
The Union must address a request to the Employer, in writing, at least twenty-one (21) days in advance.

The request will include the name(s) of the employee(s) as well as the date(s) of the leave. The approval of the request by the Employer will not be unreasonably withheld.

Employees having a fixed schedule who will thus be absent from work will be paid by the Employer as if they had been at work according to their fixed schedule. The Employer will correspondingly invoice the Union which will pay within thirty (30) days of its receipt of the invoice.

8.07 The Employer will advise the employees of the existence of the present Collective Agreement.

#### **ARTICLE 9 DISCIPLINE AND DISCHARGE**

9.01 No employee covered by this Agreement shall be disciplined, suspended or discharged without just cause.

9.02 The Employer will provide to the concerned employee a copy of all written disciplinary measures taken, a copy of which shall be placed in the Union's mail box.

9.03 a) An employee who is scheduled to meet a representative of the Employer to receive a written disciplinary measure may, if she so wishes, be accompanied by a Union representative on the condition that one is then present at work.

b) In the event that no Union representative is scheduled to work at the time the Employer plans to give a written disciplinary measure to an employee, the Employer will place a telephone call to the Chief Union Representative at least sixteen (16) hours before the said meeting with the concerned employee advising only that such a meeting will take place at a specific place and time.

The said telephone call will be placed to the last known telephone number provided, in writing, by the Chief Union Representative to the Employer.

9.04 Any grievance contesting a discharge is filed directly at step 2 of the grievance procedure.

#### **ARTICLE 10 GRIEVANCE PROCEDURE**

10.01 For the purpose of this Agreement, grievance means any differences between the parties to the Agreement concerning its interpretation, application, administration or alleged contravention.

10.02 Should a grievance arise, it shall be dealt with in the manner outlined in this article.

10.03 Step 1

If an employee has a grievance which she wishes to discuss with the Employer, it shall first be presented verbally to the Team Manager or her representative, within seven (7) days of the occurrence of the facts which gave rise to the grievance or from the date on which those facts should have reasonably been known to the grievor. The Team Manager shall respond verbally within seven (7) days following the date when the grievance was first taken up.

10.04 Step 2

- a) If the employee's grievance is not settled to her satisfaction or if there is no reply by the Team Manager within the delay indicated at article 10.03, within twenty-one (21) days of the occurrence of the facts which gave rise to the grievance or from the date on which those facts should have reasonably been known to the grievor, the grievor shall sign and submit her grievance in writing to the Team Manager or her representative. The grievance must refer to the articles of the Agreement allegedly violated and include the redress sought.
- b) The Team Manager or her representative must, on receipt of the grievance, acknowledge receipt thereof by signing and dating the grievance form.
- c) The Team Manager or her representative shall render her decision, in writing, within seven (7) days following her receipt of her grievance.

Step 3

10.05 a) If the grievance is not resolved with the answer from the Employer or if no answer is given at the preceding step, within ten (10) days from the answer or from the expiry of the delay to provide one, the Union must refer the grievance to step 3 by advising, in writing, the Operations Manager.

- b) Unless otherwise agreed to in writing, a meeting between the Union and the Employer will be held within thirty (30) days of the referral of the grievance to step 3. At the Union's or Employer's request, the concerned employee will participate at the said meeting. The Operations Manager or her representative shall render her decision, in writing, within ten (10) days following the meeting.

10.06 If a meeting is held and the grievance is not resolved with the answer from the Employer or if no answer is given by the Employer within the delays indicated at article 10.05b), the Union must refer the grievance to arbitration within thirty (30) days from the Employer's answer or of the expiration of the delay to provide one.

- 10.07 A grievance directly affecting the Employer or the Union as a party to the Agreement must be filed, in writing, to the other party within twenty one (21) days of the occurrence of the facts which gave rise to the grievance, directly at step 3 of the grievance procedure, making the necessary adjustments.
- 10.08 The parties will observe the procedure and the time limits set out in this article. However, the parties may agree in writing to extend any of the time limits.

## **ARTICLE 11 ARBITRATION**

- 11.01 a) Where a grievance has been referred to arbitration in accordance with the provision of article 10, within forty five (45) days thereafter, the Employer and the Union will attempt to agree, in writing, on the designation of an arbitrator to hear the grievance.
- b) Where an arbitrator is **so** chosen, the party which is responsible for the grievance will advise the arbitrator of his nomination **by** the parties, with a copy to the other party, within ten (10)days therefrom.
- c) Where the parties are not successful in agreeing on an arbitrator, within ten (10) days of the expiration of the delay at article 11.01a), the party which is responsible for the grievance must make a written request to the Minister to appoint an arbitrator, with a copy to the other party.
- 11.02 The Employer and the Union shall share equally the fees and expenses of the arbitrator.
- 11.03 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, nor to substitute any provision in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement. However, in an arbitration contesting a disciplinary discharge, the arbitrator is empowered to substitute for the discharge such other penalty which seems to him to be just and reasonable in the circumstances.
- 11.04 The decision of the arbitrators is final and binding upon the parties and upon any employee effected by it.
- 11.05 The parties will observe the procedure and the time limits set out in this article. However, the parties may agree in writing to extend any of the time limits.

## ARTICLE 12 WORK WEEK AND WORK DAY

### Regular work week

- 12.01 a) The work week begins at 00:01am. on Monday and ends at midnight the following Sunday.
- b) However, notwithstanding article 12.01a), a work day that begins between 11:30 pm. and midnight on a Sunday shall be considered as being part of the work week beginning the following Monday.

### Standard work week of an employee

- 12.02 a) The standard work week of an employee includes a maximum of six (6) work days scheduled over a maximum period of forty (40) hours.
- b) However, notwithstanding 12.01a), a work day that begins between 11:30 pm and midnight on a Sunday shall be considered as being part of the work week beginning the following Monday.

### Regular work day

- 12.03 a) For the purposes of this Agreement, a work day includes all days within the work week. A work day begins at 00:01am and ends at midnight that same day;
- b) However, notwithstanding 12.03a), a work day that begins between 11:30pm and midnight shall be considered as being part of the following work day.

### Standard work day of an employee

- 12.04 a) [ The standard work day of an employee includes a minimum of four (4) and a maximum of eight (8) hours.
- b) However, notwithstanding 12.03a), a work day that begins on any day between 11:30pm and midnight shall be considered as being part of the following work day.

- 12.05 For the purposes of this Agreement, a daily shift of an employee is designated as a "Tour". A daily shift may consist of one (1) set or two (2) sets of continuous hours. Any set of continuous hours will be at least four (4) hours in length. Where two (2) such sets are separated, it will be as a result of availability list submissions.

## **ARTICLE 13 WORK SCHEDULES**

### **13.01 Work Schedules**

Subject to any other relevant provision in this Agreement, the Employer shall schedule its employees according to the process described below.

### **13.02 Fixed work schedule**

- a) The fixed full-time and fixed part-time schedules that were chosen and held by employees prior to the signing of this Collective Agreement are identified at Annex "A", marked with one (1) "star".
- b) Within thirty (30) days following the signing of the Collective Agreement, the Employer will post a series of individual schedules (hereinafter referred to as "Blocks"). These are identified at Annex "A", marked with two (2) "stars" and have been established **by** the Employer, to compliment the schedules mentioned at a) above, based on its projected fixed needs for the duration of the agreement.
- c) The schedules described at b) above are posted and the process then followed is similar to that provided at article 14.03. Any schedules described at b) above, which are not taken, will be posted again at the beginning of each new Collective Agreement year.
- d) If the Employer so desires, based on its revised projected fixed needs for the duration of the agreement, the Employer may add to the fixed schedules identified in Annex "A". A posting flowing from the preceding will be filled as described above at c).
- e) For more certainty, any posting of fixed schedules provided in the Collective Agreement, including those described above at paragraphs b), c) and d) is subject to the limitations provided in the introductory paragraph of 14.03.

### **13.03 Variable work schedules**

- (1) The Employer establishes a variable work schedule, on a weekly basis, which complements the fixed schedule. In doing so, the Employer must respect the provisions of the Agreement defining the standard work week and the standard work day.
- (2) The variable work schedule is posted no later than 5:00 p.m. every Tuesday for the upcoming work week. However, in exceptional circumstances, such as when a "special day" as defined at article 17.05 falls on that same day (i.e. Tuesday) or on the preceding day (i.e. Monday), the variable work schedule is posted no later than 8:00 p.m. on Tuesday for the upcoming work week.

- (3) In making the variable schedule, the Employer proceeds in three successive steps and considers, in each, the following criteria in the following order:

STEP 1: a) Pool of Employees considered

Amongst employees having completed their probation period and who have provided at least one hundred (100) hours of availability to work within the past thirteen (13) complete workweeks immediately prior to the deadline described at 13.03 (7).

For the purposes of identifying such hours of availability to work, only the following ones will be considered:

- i) hours of availability, on any day, between 7:00 a.m. and 10:00 p.m.; and
- ii) will be deemed hours of availability for the purposes of this provision, any hours worked by an employee, between 10:00 p.m. and 7:00 a.m. of the following day.

b) Criteria

- 1<sup>st</sup>: Its projected needs; and
- 2<sup>nd</sup>: amongst the pool of employees described above except those who possess a fixed weekly schedule of 40 hours, by order of seniority, taking into consideration their availability.

STEP 2: a) Pool of Employees considered

Amongst employees having completed their probation period and who have provided less than one hundred (100) hours of availability to work within the past thirteen (13) complete workweeks immediately prior to the handing in of their availability list.

For the purposes of identifying such hours of availability to work, only the following ones will be considered:

- (i) hours of availability, on any day, between 7:00 a.m. and 10:00 p.m.; and
- (ii) will be deemed hours of availability for the purposes of this provision, any hours worked by an employee, in a workweek, between 10:00 p.m. and 7:00 a.m. of the following day.

b) Criteria

- 1<sup>st</sup>: Its projected needs; and
- 2<sup>nd</sup>: amongst the pool of employees described above except those who possess a fixed weekly schedule of 40 hours, by order of seniority, taking into consideration their availability.

STEP 3: a) Pool of Employees considered

Amongst employees who have not completed their probation period.

b) Criteria

- 1<sup>st</sup>: Its projected needs; and
- 2<sup>nd</sup>: Amongst the pool of employees described above, taking into consideration their availability.

- (4) The employees who possess a fixed weekly schedule of less than 40 hours and who wish to work additional hours in the work week and the employees who are part of the variable pool must provide the Employer with their written availability list by submitting in on the prescribed form.
- (5) An availability list which is not totally blank must contain, for any given work day, an availability of at least 4 consecutive hours.
- (6) Employees may modify their availability list as often as they wish. However, in making **up** a variable schedule, the Employer will only use the valid availability lists in its possession as of 5:00 pm on the Wednesday immediately preceding the posting of the variable work schedule for the upcoming week.

13.04 It is understood that the inclusion of an employee's name on a fixed or variable work schedule does not constitute a guarantee of work.

13.05 An employee who has not completed her probationary period will be involved in training followed by a familiarization process in the position of attendant.

The training period will include a period of time, not exceeding three (3) work weeks, during which the probationary employee will be assigned hours of work in the variable schedule notwithstanding the provisions of article 13.03.

During the familiarization process, notwithstanding the provisions of article 13.03, the probationary employee will not be eligible to be scheduled to work between 11:30pm and 7:30am.

13.06 Exchange of Tours

It is understood that an employee whose name appears in the fixed work schedule or in a variable work schedule has the obligation to be present at work at the required date and time.

Nevertheless, two (2) employees who have completed their probation period may submit a duly completed and signed "exchange of tour request form" to the supervisor or manager, for approval, at least twenty-four (24) hours prior to the beginning of the first of the two (2) tours sought to be exchanged both of which must be included within the same work week.

Any request that would involve additional costs to the Employer will not be considered.

13.07 With the exception of the provisions at articles 13.02 and 14.03, for scheduling purposes, the Employer may fill all other vacancies according to article 13.03.

Early departure from work

13.08 a) Upon agreement between an employee and the Employer, an employee may leave work earlier than planned or scheduled.

b) In such a case, notwithstanding any other provision in the agreement, the employee will be paid only for time actually worked.

13.09 Rest between tours

In making any fixed or variable schedule and within any work- week, the Employer must allow at least ten (10) hours between the scheduled end of a tour of an employee and the scheduled beginning of her immediately following tour whenever the former is at least six (6) hours in length.

**ARTICLE 14 SENIORITY, JOB POSTINGS AND REDUCTION IN THE WORK FORCE**

14.01 a) For the purposes of this Agreement, seniority refers to the period of continuous employment of **an** employee who has completed her probation period, retroactive to her last date of hire.

b) All employees will be subject to a probation period of 600 hours actually worked, following their hiring.



In the event that two (2) or more employees are hired on the same date and complete their probation period, their ranking will be determined as follows:

- i) greater seniority will be granted to the employee who first completed her probation period; and,
  - ii) any tie above will be promptly settled by a draw conducted, in the presence of the concerned employees, by the Operations Manager and the Union President or their representatives.
- c) In the event that an employee who has not completed her probation period is dismissed by the Employer, such employee may not file a grievance contesting the said dismissal, any arbitrator being without jurisdiction to hear such a grievance.

14.02 An employee shall lose her seniority and her employment in the following cases:

1. resignation
2. dismissal
3. absence from work for two (2) of her consecutive work days, without notifying the Employer unless the employee had a valid reason not to notify. The employee has the onus of communicating this reason to the Employer as soon as possible.
4. if for a period of twelve (12) consecutive months the employee does not perform any work for the Company.
5. failure to return to work after the expiration of a leave of absence authorized by the Collective Agreement unless the employee has a valid reason for such failure which reason must be communicated to the Employer as soon as possible.
6. Failure to actually work at least ten (10) hours in any given calendar month.

The above does not apply when in a calendar month, an employee was absent from work for at least two (2) shifts by reason of a leave authorized in this Collective Agreement. For purposes of clarity, with regards to the above, an employee, who pursuant to 13.03 paragraph 5, provides an availability list which is totally blank does not, for the days covered by the said list, qualify as being on a leave authorized in this Collective Agreement.

Both above paragraphs **do** not apply to an employee on probation nor to any employee who only relies upon the provisions of article 13.03 to obtain hours of work and whose failure to actually work ten (10) hours in a calendar month is solely explained by a reduction in hours of work made available by the Employer through the variable schedule.

#### Job posting

14.03 In the event that there is a permanent vacancy in a block within the fixed schedule, unless the situation described at article 14.04 is prevalent, the Employer shall post such vacancy and the process shall proceed as follows:

- a) the vacancy will be posted for a period of fourteen **(14)** days.
- b) subject to the provisions of paragraph c), employees who wish to apply must sign their name on the posting during the said period.
- c)
  - i) The Employer will grant the position to the candidate with the greatest seniority whose name appears on the posting.
  - ii) if the successful candidate at i) above previously had a fixed work schedule, the created vacancy will be posted as provided at paragraph a) and the Employer will grant the position to the candidate with the greatest seniority whose name appears on the posting.
  - iii) If the successful candidate at ii) above also previously had a fixed work schedule, the created vacancy will be posted as provided at paragraph a). Only employees who do not already possess a fixed work schedule may apply. The Employer will grant the position to the candidate with the greatest seniority whose name appears on the posting.
- d) unless she is unavailable for work because of an authorized absence or leave, a successful candidate will be assigned her new schedule, at the beginning of a work week, within three (3) weeks following her obtaining of the vacancy.
- e) until the successful candidate begins in her new work schedule, the Employer may fill the vacancy by including the said block within its forecast of variable needs.
- f) An employee who is absent from work during the posting period on authorized absence or leave may phone a Team Manager to be informed of any posted vacancies.

Should she be interested in applying for any of the said vacancies, as an exception to the provisions of paragraph b) above, the employee must send a signed fax, or written document, to the attention of the Team Manager, indicating her desire to post for a specific vacancy.

Thereafter, the Team Manager signs the employee's name on the posting on her behalf and provides the Union with a copy of the employee's fax or letter.

- g) The Employer shall post the name of the successful candidate and the awarded shift for a period of fourteen **(14)** days after awarding the shift.

Reduction in the work force

- 14.04 a) In the event the Employer decided to reduce the global hours of work offered from one work week to the next, it shall proceed as follows:
- 1<sup>st</sup>. Reduction in the hours of work offered (forecast) within the variable work schedule;
  - 2<sup>nd</sup>: If the Employer determines that there is excess capacity within the fixed schedule, the fixed schedule will be redone as a whole. In doing so, the process that will be followed will respect the principles described at article 13.02.
- b) In the event that the Employer decides to increase the global hours of work offered from one week to the next following a reduction which took place involving only the first step on both steps mentioned at article 14.04a), it shall do so following the procedure set out at article 13.03.

14.05 It is the responsibility of the employees to keep their addresses on the records of the Employer current.

14.06 Voluntary lay-off

- a) An employee having a fixed full-time schedule and who is called upon to choose a new block or schedule in application of article 14.04a) 2<sup>nd</sup>, may opt for a voluntary lay-off when, at the time she is called upon to choose a new block or schedule, there is none which
- i) includes at least the same number of weekly hours; or,
  - ii) is similar from the perspective of the timing of daily tours on a weekly basis;
- as compared with her old fixed full-time schedule.
- b) An employee must confirm, in writing, her choice to be laid off at the time she is called upon to choose a new block or schedule.
- c) An employee who **so** chooses to be laid off may only return to work by being a successful candidate further to a posting described at article 14.03.

Hiring of a person already having an employment relationship with Bell Mobility Paging Inc.

14.07 a) In the event of the hiring of a person into the bargaining unit already having an employment relationship with Bell Mobility Paging Inc., for the purposes of seniority, this person will be deemed a new employee.

However, such employee will be entitled to vacation entitlement and vacation pay based on her total service with the Employer.

- b) With regards to the exceptions identified at paragraph a) above, it is understood that the Employer will take into account all services provided by the employee.

Fixed to variable schedule

- 14.08 a) An employee having a fixed full-time or part-time schedule may choose to abandon her schedule to become part of the pool of variable employees.
- b) An employee wishing to do so must advise the Employer, in writing, at least thirty (30) days in advance at which time her decision becomes irrevocable. Should the block be filled successfully in accordance with article 14.03 prior to the end of the said thirty (30) day period, the Employer will notify the employee who has given notice to abandon her schedule and, if mutually agreed, she may abandon her schedule prematurely.
- c) An employee who **so** chooses to abandon her fixed schedule may later obtain another fixed schedule according to the provisions at article 14.03.

**ARTICLE 15 TEMPORARY COMPLETE OR PARTIAL SHUTDOWN OF OPERATIONS**

- 15.01 The Employer will advise employees as soon as possible of the fact that they should not report to work should operations be completely or partially shutdown, temporarily, due to an unforeseen event. Examples of such unforeseen events include: fire, water damage, systems breakdown, etc. Affected employees will not be paid during such absence from work.

**ARTICLE 16 ADDITIONAL HOURS AND OVERTIME**

Additional hours

- 16.01 Where the Employer determines that it will offer work beyond scheduled hours or to replace a scheduled employee who is absent from work, it shall proceed considering the following options:
  - 1. Ask an employee who is at work to continue working beyond her scheduled tour; or
  - 2. Request an employee to come into work prior to her scheduled tour; or
  - 3. Call in an employee who is not scheduled to work.

Overtime

- 16.02 Subject to the provisions at article 16.03, time worked in excess of eight (8) hours in one (1) day and/or forty (40) hours in one (1) week will be paid at a rate of one and one half (1½) times the employee's regular hourly rate. For the purposes of this provision, any paid break time provided at article 28 is considered as "time worked"

16.03 The parties agree that previous to the signing of the agreement, there existed an established work practice allowing an employee to work in excess of eight (8) hours in a workday and/or forty (40) hours in a work week as a result of an exchange of tour with another employee without receiving overtime pay.

This practice will be maintained under the agreement as described at article 13.06. In other words, hours worked by an employee in excess of eight (8) hours in a work day and/or forty (40) in a work week as a result of an exchange of tour will be paid based on the employee's regular hourly rate.

16.04 In requesting employees to work overtime or additional hours, the Employer will make reasonable efforts to attempt to act as equitably as possible in the circumstances.

In requesting employees to work overtime or additional hours, the Employer will normally first consider employees who informed the Employer, in writing, of their availability to work beyond their scheduled hours, prior to the beginning of the concerned work week, on the list posted for such purpose.

Notwithstanding the above, the Employer will proceed in giving priority to having employees accomplish "additional hours" rather than overtime.

#### **ARTICLE 17 STATUTORY HOLIDAYS**

17.01 The following days are designated as statutory holidays under this agreement and shall be observed as such:

New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
- Thanksgiving Day  
Christmas Day  
Boxing Day

#### **Scheduling**

17.02 It is understood that the Employer's normal scheduling needs will be affected on statutory holidays as well as on other days preceding and/or following the statutory holidays, namely: "observed days" and "related days"

17.03 a) For the purposes of this agreement, an "observed day" is one where the clientele of the Employer chooses to observe a statutory holiday in lieu of the statutory holiday itself.

b) The Employer will designate any "observed days" by posting a notice in the workplace, with a copy to the union, at least thirty (30) days in advance.

- c) The Employer may not designate more than one (1) observed day per statutory holiday listed in article 17.01.
- 17.04 a) For the purposes of this agreement, a “related day” is one where it is expected that operational requirements will vary as a consequence of a statutory holiday.
- c) The Employer will designate any “related days” by posting a notice in the workplace, with a written copy to the Union, at least thirty (30) days in advance.
  - d) The Employer may not designate more than one (1) related day per statutory holiday listed in article 17.01.
- 17.05 For the purposes of this agreement, a statutory holiday, an observed day and a related day are collectively and individually referred to as a “special day”
- 17.06 The Employer establishes a “special day work schedule” for each “special day” which replaces the normal scheduling provisions set out at article 13.
- In doing so, the Employer must respect the provisions of the agreement defining the standard work week and the standard work day.
- Whenever applicable, a “special day” work schedule “is posted no later than Tuesday 5:00 pm for the upcoming work week.
- 17.07 a) For each special day, a fixed schedule employee who would have otherwise been scheduled to work that day must provide the Employer with a “special day availability form” containing the following information:
1. confirmation that she wishes to work, or not;
  2. if **so**, her availability to work which must equal at least four (4) consecutive hours.
- b) For each special day, each employee who would have otherwise not been scheduled to work that day (that is, the remaining fixed schedule employees and all variable employees) must provide the Employer with a “special day availability form” containing the following information:
1. confirmation that she wishes to work, or not;
  2. if **so**, her availability to work which must equal at least four (4) consecutive hours;
  3. each variable schedule employee having confirmed that she does not wish to work must nonetheless provide her preferred work hours which must equal at least four (4) consecutive hours.
- c) Employees must submit their duly completed “special day availability forms” no later than 5:00 pm on the Wednesday immediately preceding the posting of a special day work schedule.

- d) Any employee who fails to submit a duly completed special day availability form as provided at article 17.07c) will be deemed to wish to work and to be available to work, without restriction, on the concerned "special day"

17.08 In making a special day work schedule, the Employer will proceed as follows always initially considering at each step its projected needs:

Step 1:

Amongst employees mentioned at article 17.07a) who indicated a desire to work, by order of seniority, taking into consideration their availability.

Step 2:

Where projected needs are not filled at step 1 and until they are, amongst employees mentioned at article 17.07 b) who indicated a desire to work, by order of seniority, taking into consideration their availability.

Step 3

Where projected needs are not filled at step 2 and until they are, the Employer will designate the employee who will be obliged to work, from the variable group, by inverse order of seniority, taking into consideration their preferred work hours.

Payment

17.09 An employee who has thirty (30) days of service with the Employer shall be entitled to pay for the statutory holidays listed in article 17.01 as provided in articles 17.10 and 17.11.

17.10 Pay for a holiday listed in article 17.01 shall be an amount equal to the following:

1. An employee who normally works a fixed full-time schedule will be entitled to her regular day's wages.
2. An employee who normally works a fixed part-time or a variable schedule will be entitled to  $\frac{1}{20th}$  of her wages earned during the previous thirty (30) calendar days.

17.11 a) Notwithstanding articles 17.09 and 17.10, any employee who was properly scheduled to work on a statutory holiday but who does not report to work as scheduled will not be entitled to payment for the statutory holiday as described at article 17.10.

- b) An employee who works on a statutory holiday will be entitled to pay as described in article 17.10 plus pay for the work she performs on that day at a rate of one and one half (1½) times her regular hourly rate.

17.12 An employee who works on an "observed day" and/or on a "related day" will be entitled to pay for the work she performs on that or those days based on her regular hourly rate, subject to the provisions of article 16.02.

17.13 In any work week including one or more special days, notwithstanding any other provision at article 17, an employee will not be eligible to work a number of hours resulting in her being entitled to more than forty-eight (48) hours of pay. It is understood that these hours may comprise payment at strait time plus payment according to articles 17.10 and 17.11 as applicable.

17.14 it is understood that an employee whose name appears in the "special day work schedule" has the obligation to be present at work at the required date and time.

Nevertheless, two (2) employees who have completed their probation period may submit a duly completed and signed "exchange of tour request form" to the supervisor or manager, for approval, at least 24 hours prior to the beginning of the first of the two tours sought to be exchanged.

Any request that would involve additional costs to the Employer will not be considered.

## **ARTICLE 18 ANNUAL VACATIONS**

### Entitlement to annual vacations

- 18.01 a) . The reference year is a period of twelve (12) consecutive months during which an employee progressively acquires entitlement to an annual vacation.
- b) Vacation entitlement and vacation pay is earned during a reference year and granted the following reference year.

### Reference Year

- 18.02 That period extends from July 1<sup>st</sup> of the preceding year to June 30<sup>th</sup> of the current year.



18.03

Vacation entitlement and vacation pay owing to an employee is determined as of July 1<sup>st</sup> of each year, based on the employee's consecutive period of employment with the Employer as described below:

Years of continuous service on July 1 <sup>st</sup>	Vacation entitlement	Vacation Pay based on wages earned in the previous reference year
Less than 1 year	1 day per completed month of service up to a maximum of ten (10) days.	4%
At least 1 year but less than 3	10 days	4%
At least 3 years but less than 10	15 days	6%
At least 10 years but less than 20	20 days	8%
20 years or more	25 days	10%

- 18.04 a) Each employee may submit her vacation choice to the Employer, for approval, at the latest, by the first of April for the upcoming vacation year. The Employer will prepare and post the vacation list, at the latest, by the first Monday of May for the upcoming vacation year.

Vacations are granted by order of seniority and according to employee preference, subject to operational requirements.

- b) Any employee who, for any reason, does not follow the procedure described at 18.04 a) may provide the Employer with her vacation choice no later than February 15 for the current vacation year. In these circumstances, the Employer grants vacation time on a "first come, first serve" basis considering: the vacation list already posted and employee preference, subject to operational requirements.
- c) Any employee who, for any reason, does not follow the procedure described at 18.04 a) and b), will, for the current reference year, either have her vacation time designated by the Employer or be entitled to a cash pay out in lieu of vacation time according to the criteria set forth below.

Only an employee having actually worked:

six hundred (600) hours or less registered in the period covered by the first pay date in July to the last pay date in January in the current reference year; or

on average, less than eighty-five (85) hours per month worked in the previous reference year, for an employee who exceeds the above threshold

may opt for a cash pay out in lieu of vacation time.

Any employee who is eligible for such a cash pay out will be advised by the Employer no later than February 10;

- d) Vacation time determined as provided at 18.04 a), b) and c) cannot be modified except with the mutual consent of the Employer and of the concerned employee.

**18.05** Vacation pay corresponding the amount of vacation time taken will be given to the employee, at the latest, on the last working day preceding her vacation. This pay will be produced on a separate cheque.

18.06 An employee whose employment is terminated will receive vacation pay covering:

- i) any vacation pay earned during the previous reference year but not yet paid; and
- ii) the amount corresponding to vacation pay earned during the current reference year.

**18.07** a) Vacation entitlement and corresponding vacation pay to be taken in any reference year may not be carried over to a subsequent year.

- b) However, any employee may carry over a maximum of five (5) vacation days and corresponding vacation pay, normally taken in a given reference year, to the subsequent reference year, to be taken within the first four (4) months therein, that is no later than October 31<sup>st</sup>.

In such a case, the employee must inform the Employer of her choice no later than February 15<sup>th</sup> to set aside the application of paragraphs 18.04 b) and c). Within the two (2) weeks that follow the posting of the vacation schedule described at 18.04 a), the Employee submits her vacation choice for vacation "carry over" described above.

Vacation "carry overs" are granted by order of seniority and according to employee preference taking into consideration availability in light of the vacation schedule described at 18.04 a), subject to operational requirements.

- 18.08 When one of the statutory holidays, as specified in article 17, occurs during an employee's vacation period, the employee shall be entitled to one (1) extra day of vacation, with pay, in lieu of the holiday. When scheduling permits, this day shall be given to the employee either on the day preceding or the day following her vacation period, In any event, the additional day of vacation must be scheduled within the current year at a time agreeable to the employee and the Employer.
- 18.09 A scheduled vacation day may not be deferred unless an employee is on short Term Disability prior to the beginning of her vacation period.

## ARTICLE 19 VARIOUS LEAVES

### Bereavement leave

- 19.01 For the purposes of bereavement leave, "immediate family" means, in respect of an employee:
- the spouse of the employee, including a common-law spouse;
  - the father and mother of the employee and the spouse of the father or mother, including a common-law spouse;
  - the children of the employee;
  - the brothers and sisters of the employee;
  - the father-in-law and mother-in-law of the employee and the spouse of the father-in-law or mother-in-law, including a common-law spouse;
  - any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.
- 19.02 a) In the event of the death of a member of her immediate family, every employee is entitled to leave on any of her scheduled work days that occur during a span of three (3) consecutive calendar days within the five (5) calendar days immediately following the day of the death. The employee will notify the Employer, in writing, as soon as possible, of the said span she has chosen;
- b) Notwithstanding article 19.02a), in the event of the death of the employee's spouse, child, father or mother, she is entitled to leave on any of her scheduled work days that occur during the five (5) calendar days immediately following the day of the death.
- c) In the event of the death of an employee's grandparent, such employee is entitled to leave on the day of the funeral if such day falls on a day she is scheduled to work. The employee will notify the Employer, in writing, as soon as possible, of the above, whenever applicable.
- 19.03 Every employee who has completed three (3) months of continuous service with the Employer and who is entitled to leave according to articles 19.02 a), b) or c) will not suffer any loss of her regular wages for each of her unworked scheduled work day(s) by reason of such leave..

Maternity and parental leaves

19.04 The parties refer to applicable legislation for maternity and parental leave entitlement of employees.

Jury duty or Crown witness

19.05 Any employee called upon for jury duty or to act as a Crown witness must so advise the Employer as soon as possible in advance and provide the Employer with a copy of all relevant documentation. This information and documentation must be updated whenever applicable.

19.06 a) An employee having a fixed full time schedule who must absent herself from work for jury duty or to be a Crown witness and who has complied with the provisions of article 19.05 will receive an indemnity equal to her regular wages for each unworked scheduled work day by reason of such duty minus any corresponding honorarium owed or received.

An employee other than one having a fixed full time schedule who must absent herself from work for jury duty or to be a Crown witness and who has complied with the provisions of article 19.05 will receive an indemnity equal to  $\frac{1}{20}$  of her wages earned during the previous thirty (30) calendar days for each day of such absence minus any corresponding honorarium owed or received.

b) An employee who has been excused from or who has completed jury duty or her function as a Crown witness must so notify the Employer without delay.

Such an employee will return to her fixed schedule and/or a variable schedule as soon as possible in light of the provisions of article 13.07.

In the interim, the employee may choose to make herself available for work for a number of hours equivalent to her weekly average based on her hours worked, excluding overtime, if any, during the month prior to the one during which began her jury duty or function as a Crown witness.

In such a case, and notwithstanding the provisions of article 13, the Employer will schedule her to work such hours according to operational requirements and considering the employee's availability.

Unpaid leave of absence

19.07 An employee having completed her probationary period may request a continuous leave of absence.

Such request must be in writing, submitted to the Employer at least thirty (30) days in advance, unless otherwise impossible. The request must include the reason for the desired leave as well as the specific period sought which must not exceed one (1) year.

The Employer has the discretion, in good faith, to accept, or not, a request for leave considering, among other factors, operational requirements.

19.08 If a leave of absence is granted by the Employer for a period in excess of one (1) month, during the portion of such leave in excess of one (1) month, the employee will not accumulate seniority and service.

**ARTICLE 20 HOURLY WAGE RATES AND PREMIUMS**

**Hourly wage rate**

20.01 Attendants will receive the following hourly wage rate:

Continuous service	Hourly wage rate		
	As of March 24, 1999 \$	As of March 24, 2000 \$	As of March 24, 2001 \$
Upon hiring	8.37	8.54	8.75
Upon completion of probation period	9.14	9.32	9.55
Twelve (12) months after the completion of probation period	9.75	9.95	10.20
Twenty-four (24) months after the completion of probation period	10.30	10.51	10.77
Thirty-six (36) months after the completion of probation period	10.91	11.13	11.41
Forty-eight (48) months after the completion of probation period	11.52	11.75	12.04
Sixty (60) months after the completion of probation period	12.69	12.94	13.26

These rates will **apply** for the duration of the Collective Agreement.

Employees entitled to retroactive adjustments in pay for hours worked between March 24, 1999 and the date of signing of the Collective Agreement will be paid within four **(4)** weeks following the said signing.

Premiums

20.02

Night premium

Any employee scheduled to work the daily eight (**8**) hour tour beginning at 11:30pm and any employee who may be called upon to replace her will receive an hourly night premium of one dollar (\$1.00) per completed hour worked.

20.03

Any premiums provided in the Agreement shall not be considered in calculating overtime pay or any other payment provided in the agreement based on an increased rate.

In addition, there will be no pyramiding of increased rates.

20.04

Wages shall be paid on a **bi-weekly** basis.

20.05

Sunday Premium

Any employee whose Tour begins on Sunday at 5:00am or later will receive an hourly premium of 0.75 ¢ per completed hour of worked up to 11:30pm.

**ARTICLE 21 BENEFITS**

Group Insurance

21.01

The terms, conditions and premium cost sharing provisions of the group insurance plan in effect prior to the signing of the Collective Agreement will be maintained with the following exceptions:

1. The following three paragraphs under the heading "Benefits - Eligibility Requirements":

"An employee is eligible for **all** benefits after three (3) months of continuous service provided the employee works a minimum of 25 hours per week over that three month period.

**An** employee who has completed three months of continuous service and does not meet the 25 hours per week minimum eligibility, may apply for benefits any time after working the minimum of 25 hours for a consecutive three (3) month period.

An employee who is currently eligible to benefits, whose hours change and are reduced to less than 25 hours per week over a continuous three month period, will be subject to a review of eligibility to company benefits."

are replaced by the following three paragraphs:

“An employee is eligible for all benefits after having completed her probation period provided that the employee works a minimum of 20 hours per week over such period. However, notwithstanding the above, employees already employed by the Employer at the date of signing of the Collective Agreement and who have then completed three (3) months of service will be considered as having completed their probation period.

An employee who has completed her probation period and does not meet the 20 hour per week minimum eligibility, may apply for benefits any time after working the minimum of 20 hours per week for a consecutive three (3) month period.

An employee who is currently eligible to benefits, whose hours change and are reduced to less than 20 hours per week over a continuous three (3) month period, will be subject to a review of eligibility to company benefits.”

2. Under “Benefits Highlights - Extended Health Care”, the deductible for individual coverage, per calendar year, is reduced to twenty-five dollars (\$25) from fifty dollars (\$50).

#### Short term disability

- 21.02
1. The terms and conditions of the Short term disability Plan in effect prior to March 23<sup>rd</sup> 1997 will be maintained during the term of the Collective Agreement with the following exceptions:

- The eligibility requirement of the said plan is replaced by the following: “Employees are eligible on the first calendar day of the month following the completion of the employees’ probation period”.

The “benefits payment“ scale is modified with regards to the percentage of salary entitlement for the payment of working days number four (4) to number ten (10) inclusively which, in all cases, are payable at 60% of the employees salary. Thereafter, the scale applies and the maximum number of weeks of benefits potentially payable remains at 26. In other words, the modification to the scale applies to the percentage of payment entitlement of weeks one and/or two of 26.

However, it is understood that during the life of the Collective Agreement, the Employer may obtain a short term disability insurance policy to partly or fully insure itself with regards to its obligations towards employees as described above.

2. Any employee who is eligible under the terms and conditions of the short term disability plan, who is absent from work because of personal injury or illness and who has fulfilled all of her obligations under the said plan and the Collective Agreement will be entitled to the following indemnity for each corresponding day of absence:

- a) an employee having a fixed full time schedule will receive an indemnity based on her regular daily wages according to the payment provisions of the Short term disability Plan;
- b) an employee other than one having a fixed full time schedule will receive an indemnity based on one sixtieth (1/60) of her wages earned during the ninety (90) calendar days immediately preceding her absence according to the payment provisions of the Short term disability Plan.

3. The claim process to obtain Short term disability benefits is grievable as provided at article 10 of the Collective Agreement with the following exceptions:

- any strictly medical issue must be clearly identified by the parties as soon as possible in the grievance process.

a medical issue exists where the conclusions of the employee's treating physician are challenged by either the Employer, the Employer's designated physician or by the insurer of the insurer's designated physician.

any medical issue which is not resolved by Step 3 of the grievance procedure must be referred to a mutually designated physician, designated as "medical arbitrator", within fifteen (15) days from the Employer's answer or of the expiration of the delay to provide one as described at article 10.06.

Should the Employer and the Union not agree on the choice of a medical arbitrator as described above, such selection will be settled by a draw, held in the presence of the Chief Union Representative or her delegate and the Manager or his delegate, from amongst two physicians suggested by the Union and two physicians suggested by the Employer.

The medical arbitrator will review all relevant documentation and may, if he chooses, examine the concerned employee before rendering his written conclusions no later than thirty (30) days after having been designated.

The medical arbitrator's conclusions are final and binding upon the Employer, the Union and the concerned employee.



The Employer and the Union shall share equally the fees and expenses of the medical arbitrator.

21.03 An employee who was absent from work because of a personal injury or illness, whether or not such absence triggered the application of article 21.02, and who is fit to return to work must **so** notify the Employer without delay.

Such employee will return to her fixed schedule and/or a variable schedule as soon as possible in light of the provisions of article 13.07.

In the interim, the employee may choose to make herself available for work for a number of hours equivalent to her weekly average based on her hours worked, excluding overtime, if any, during the month prior to the one during which began the said absence.

In such a case, notwithstanding the provisions of article 13, the Employer will schedule her to work such hours according to operational requirements and considering the employees' availability.

## **ARTICLE 22 DURATION OF THE AGREEMENT**

22.01 The present Collective Agreement shall be in effect from March 24, 1999 to March 23, 2002.

22.02 From the expiry of the Collective Agreement and until either party legally exercises its right to strike or lock-out, if at all, its provisions shall continue to be applicable.

22.03 Within three (3) months prior to the expiration of the Collective Agreement, either party may advise the other, in writing, of its intention to commence collective bargaining for the purpose of entering into a new Collective Agreement.

## **ARTICLE 23 NO STRIKE OR LOCK-OUT**

23.01 There shall be no strike or lockout nor any work slowdown or picketing during the life of the present Collective Agreement.

It is the Union's responsibility to ensure that employees respect the provisions of this article.

It is the Employer's responsibility to ensure that management representatives respect the provisions of this article.

## **ARTICLE 24 LEAD ATTENDANTS**

24.01 The practice in effect prior to the signing of this Collective Agreement concerning the certification of Lead Attendants and their scheduling shall remain in effect until replaced by the provisions that follow.

The process provided by the provisions that follow will be begun by the Employer at a date mutually agreed upon between the parties, but no later than September 7<sup>th</sup> 1999.

### **Lead Attendant Recognition**

24.02 a) Whenever necessary, the Employer shall post, for a period of fourteen (14) days, a notice inviting employees who have completed the minimum number of hours actually worked, to indicate their desire to be recognized as at least possessing the basic requirements to be qualified as a lead attendant.

The said minimum is Two thousand eighty hours (2080) for certification which allows for posting on weekday lead attendant schedules and One thousand hours (1000) for certification which allows for posting on weekend lead attendant schedules.

- b) The Employer may limit the number of recognitions it is seeking to obtain by indicating such information on the posting.
- c) Any interested employee possessing at least the required minimum hours worked must sign her name on the posting.
- d) Within fourteen (14) days following the end of the posting, the Employer will advise each candidate, in writing, of its decision, including a summary of the reasons therefor.
- e) In deciding if an employee is to be recognized as a lead attendant, the Employer shall consider the following factors, among the candidates: ability and hours worked.

Whenever ability between candidates is equal, the number of completed hours worked shall be considered as the determining factor.

- f) At any time, the Employer may withdraw, for cause, an employee's recognition as lead attendant. In such circumstances, the Employer will advise the employee, in writing, including a summary of the reasons therefor.

24.03 Lead Attendant Schedules

Within sixty (60) days following the signing of this Agreement, the Employer will establish and post, for a period of fourteen (14) days, the six (6) following lead attendant schedules:

- (1) Monday to Friday: 7:30 a.m. to 3:30 p.m.
- (2) Monday to Friday: 3:30 p.m. to 11:30 p.m.
- (3) Monday to Friday: 11:30 p.m. to 7:30 a.m.
- (4) Saturday and Sunday: 7:30 a.m. to 3:30 p.m.
- (5) Saturday and Sunday: 3:30 p.m. to 11:30 p.m.
- (6) Saturday and Sunday: 11:30 p.m. to 7:30 a.m.

During the life of the Collective Agreement, if the Employer deems it appropriate, it may add to the lead attendant schedules described above.

For more clarity, for the purposes of "14.04 a) 2<sup>nd</sup>", the above lead attendant schedules are considered as being part of the fixed schedules.

24.04 The filling of Lead Attendant Schedules

- a) The provisions of article 14.03 are applicable in filling a permanent vacancy in the lead attendant schedule, while making the necessary adjustments, including that only employees then recognized as lead attendants may apply and be considered.
- b) The Employer will proceed as follows when, following a posting provided at a) above, the vacancy is not filled because of the absence of a candidate:

Step 1:

Reposting of the vacancy pursuant to the provisions of article 14.03 for which may apply the lead attendants that were recognized at the moment of the initial posting.

Step 2:

In the event that the vacancy is still not filled, the Employer will post according to article 24.02 specifying that any employee who signs her name thereby makes her interest known in being certified as lead attendant and also confirms her availability and desire to post for the lead attendant schedule which has thus far remained vacant.

The provisions of article 14.03 are applicable in filling the said vacancy amongst the above-mentioned employees who have been recognized pursuant to article 24.02.

- c) During a posting period and in the event of any vacancy in the lead attendant schedule, other than one which is permanent, the Employer may fill such vacancy. In doing so, depending on the circumstances, the Employer may designate, amongst the employees who are present at required time, the most senior employee who is also recognized as lead attendant or offer to an employee who is recognized as lead attendant to change her schedule to act as lead attendant.

In applying the above to replace a lead attendant from Monday to Friday, the Employer will first consider the lead attendants who were recognized as such on the basis of having completed at least Two thousand eighty hours (2080) of work as an attendant.

24.05 Lead Attendant Training

All recognized lead attendants shall receive training, which shall be periodically updated, whenever the Employer deems it appropriate.

24.06 Lead Attendant Premium

Any employee recognized as lead attendant and who actually works as lead attendant will receive an hourly premium of \$1.40 per completed hour of work in such capacity.

- 24.07 It is understood that the inclusion of an employee's name on the lead attendant schedule does not constitute a guarantee of work.

**ARTICLE 25 NEW JOB**

- 25.01 a) The Employer has the right to create a new job and establish its corresponding working conditions.
- b) The Union may grieve an hourly rate established by the Employer for a new job by filing a grievance directly at step 3 of the grievance procedure within thirty (30) days following the implementation of the new job.
- c) Should the grievance be brought to arbitration, the arbitrator may maintain or modify the newly established hourly rate in light of the evidence comparing the newly created job and its hourly rate with the already existing job(s) and their corresponding rate(s) contained in the Agreement.

## **ARTICLE 26 PROMOTION OUTSIDE THE BARGAINING UNIT**

- 26.01 a) An employee who is transferred or promoted to a position outside the bargaining unit may return to her former position within three (3) months from her last day of work in it on the condition that such employee **has** paid to the Union the equivalent of three (3) months union dues within fifteen (15) days from her date of promotion or transfer.
- b) The Union will promptly confirm to the Employer, in writing, that an employee has acquitted her payment to the Union as described at a) above.
- c) For purposes of seniority, an employee who returns to her former job within the bargaining unit as provided in this article is treated as if she had never left.

## **ARTICLE 27 REPORTING PAY**

- 27.01 Unless advised in advance by the Employer not to report to work, an employee who reports to work for her tour shall be entitled to the equivalent of three (3) hours pay based on her regular hourly rate, whether or not she is called upon to perform any work after **so** reporting for work.
- 27.02 a) An employee who is called in to work by the Employer outside her work schedule is entitled to at least the equivalent of three (3) hours pay based on her regular hourly rate, whether or not she is called upon to perform any work after **so** reporting for work.
- b) However, the provisions described at a) above, do not apply if the employee is called to work in immediately prior to her tour.

**ARTICLE 28 BREAKS AND MEAL PERIOD**

28.01 On a daily basis, the following applies, per set, to employees who work one (1) set or two (2) sets of continuous hours.

Continuous scheduled hours in a Tour	Entitlement, in minutes		
	Break 1	Break 2	Break 3
<b>Up to and including 4.5</b>	15		
4.75	15	15	
5.00	15	15	
5.25	15	15	
5.50	15	15	-
5.75	15	15	
6.00	15	15	
6.25	15	15	-
6.50	15	15	10
6.75	15	15	10
7.00	15	15	15
7.25	15	30 <sup>note 1</sup>	15
7.50	15	30 <sup>note 1</sup>	15
7.75	15	30 <sup>note 1</sup>	15
8.00	15	30 <sup>note 1</sup>	15

Except where the entitlement is followed by a note, the break is paid based on the employee's regular hourly rate.

**Note 1** Such break consists of 30 minutes unpaid.

28.02 An employee who works following a request made pursuant to article 16.01 1. or 2., is entitled to a ten (10) minute break, without loss in pay, for each complete additional hour so worked.

This entitlement is determined by considering distinctly time worked before the employee's tour and time worked after the employee's tour.

28.03 An employee who works following a request made pursuant to article 16.01 3. is entitled to the following:

Continuous hours in a Tour	Entitlement, in minutes		
	Break 1	Break 2	Break 3
<b>Up to and including 4.5</b>	15		
4.75	15	15	
5.00	15	15	
5.25	15	15	
5.50	15	15	
5.75	15	15	
6.00	15	15	
6.25	15	15	
6.50	15	15	10
6.75	15	15	10
7.00	15	15	15
7.25	15	30 <sup>note 1</sup>	15
7.50	15	30 <sup>note 1</sup>	15
7.75	15	30 <sup>note 1</sup>	15
8.00	15	30 <sup>note 1</sup>	15

Except where the entitlement is followed by a note, the break is paid based on the employee's regular hourly rate.

Note 1 Such break consists of 30 minutes unpaid.

28.04 Notwithstanding the other provisions at article 28, if only one (1) employee is scheduled to work the daily eight (8) hour tour beginning at 11:30pm, she or any other employee called upon to replace her will not be entitled to take any breaks and will be paid for eight (8) hours based on the employee's regular hourly rate.

**ARTICLE 29 FLOATER HOLIDAYS**

29.01 Entitlement for two (2) floater holidays to be taken by employees between February 15 and December 31 in a calendar year is determined as of January 1<sup>st</sup> of that calendar year as provided at article 29.02.

- 29.02** At January 1<sup>st</sup>, any employee who has at least one (1) year of continuous service with the Employer and who worked at least twelve hundred and fifty hours (**1250**) hours in the previous calendar year qualifies for the said entitlement.
- 29.03** An employee who qualifies according to article **29.02** and who wishes to take a floater holiday must advise the Employer of her choice of day at least seven (7) days prior to the posting of the schedule in which is included the said holiday.
- 29.04** Pay for a floater holiday shall be an amount equal to the following:
- 1) an employee who normally works a fixed full-time schedule will be entitled to her regular day's wages.
  - 2) an employee who normally works a fixed part time or a variable schedule will be entitled to  $\frac{1}{20}$  of her wages earned during the previous thirty (30) calendar days.

### **ARTICLE 30 MEDICAL EXAMINATIONS**

- 30.01** In the event of the absence from work of an employee because of a non-occupational injury or illness, the Employer may oblige such an employee to submit herself to a medical examination, or more if necessary, with a health professional or health professionals designated **by** the Employer. In this connection, the Employer's main intention is principally to verify repeat absences or a lengthy absence of an employee.

### **ARTICLE 31 PAID SICK DAYS**

- 31.01** The provisions of this article are applicable only to days where an employee is absent from work because she has a non-occupational injury or illness.
- 31.02** Entitlement for paid sick days to be taken by employees between January 1 and December **31** in a calendar year is determined as of January 1<sup>st</sup> of that calendar year as provided at article **31.03**.



**31.03** At January 1<sup>st</sup>, any employee who has completed her probation period may bank the following number of paid sick days, considering the length of her continuous service with the Employer at January 1<sup>st</sup>:

Continuous service with the Employer at January 1 <sup>st</sup>	Number of paid sick days
Less than six (6) months	1
At least six (6) months but less than eight (8)	2
At least eight (8) months but less than ten (10)	3
At least ten (10) months but less than twelve (12)	4
Twelve months or more	5

**31.04** Payment of any sick day described at article **31.03** is based on the number of scheduled hours lost by the employee on the concerned day, multiplied by her regular hourly rate and is subject to the conditions set forth at **31.05** a) and b) below.

- 31.05** a) The employee must advise the Employer of her absence from work as soon as possible in advance but no later than one (1) hour prior to the scheduled beginning of her tour unless the employee later demonstrates that she had a valid reason not to do so.
- b) If requested, the employee must provide the Employer with an acceptable medical certificate justifying the absence.

**31.06** Employees must have emptied their bank of paid sick days, if applicable, before being entitled to obtain short term disability payment, if any.



**31.07** Unused paid sick days may not be exchanged for money nor carried forward to any subsequent calendar year.

31.08 The provisions of article 31.05 a) and b) also apply to any absence from work of an employee because of a non occupational injury or illness which is not payable under the provisions of article 31.

IN WITNESS WHEREOF, the parties have signed on the dates indicated below.

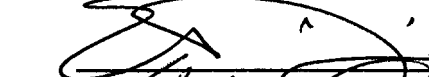
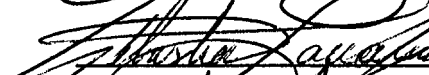
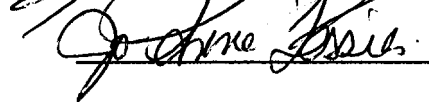
**BELL MOBILITY PAGING INC.**

per:

  
~~May~~ June 23, 1999  
  
~~May~~ June 23, 1999

**COMMUNICATIONS, ENERGY AND PAPER  
WORKERS UNION OF CANADA, Local  
102-0**

Per:

  
~~May~~ June 23, 1999  
  
~~May~~ June 23, 1999  
  
~~May~~ June 23, 1999

**ANNEX A**

**FIXED FULL-TIME SCHEDULE**

	Start	End	Mon	Tues	Wed	Thur	Fri	Sat	Sun
1	6:15	14:15	X	X	X	X	X		
2	6:45	14:45	X	X	X	X	X		
3	7:00	15:00	X	X	X	X	X		
4	7:45	15:45	X	X	X	X	X		
5	8:00	16:00	X	X	X	X	X		
6	8:00	16:00	X	X	X	X	X		
7	8:00	16:00	X	X	X	X	X		
8	8:15	16:15	X	X	X	X	X		
9	8:15	16:15	X	X	X	X	X		
10	8:30	16:30	X	X	X	X	X		
11	8:30	16:30	X	X	X	X	X		
12	8:30	16:30	X	X	X	X	X		
13	8:45	16:45	X	X	X	X	X		
14	8:00	16:00	X	X	X	X	X		
15	9:00	17:00	X	X	X	X	X		
16	9:15	17:15	X	X	X	X	X		
17	9:15	17:15	X	X	X	X	X		
18	9:30	17:30	X	X	X	X	X		
19	9:45	17:45	X	X	X	X	X		
20	9:00	17:00	X	X	X	X	X		
21	10:00	18:00	X	X	X	X	X		
22	12:00	20:00	X	X	X	X	X		
23	13:45	21:45	X	X	X	X	X		
24	14:30	22:30	X	X	X	X	X		
25	15:00	23:00	X	X	X	X	X		
26	16:00	0:00	X	X	X	X	X		

**ANNEX A**

**FIXED PART-TIME SCHEDULE**

	Start	End	Mon	Tues	Wed	Thur	Fri	Sat	Sun
27	6:15	10:15						X	X
28	6:15	13:15						X	X
29	7:00	12:00	X	X	X	X	X		
30	7:15	11:15	X	X	X	X	X		
31	7:15	11:15	X	X	X	X	X		
32	7:45	13:45			X	X	X		
33	8:45	12:45						X	X
34	8:45	15:45						X	X
35	9:00	13:00						X	X
36	9:00	17:00						X	X
37	9:45	13:45						X	X
38	9:45	13:45						X	X
39	9:45	15:45						X	X
40	10:30	14:30						X	X
41	12:15	16:15						X	X
42	12:30	16:30						X	X
43	13:45	17:45						X	X
44	14:00	18:00	X	X	X	X	X		
45	13:00	18:00	X	X	X	X	X		
46	15:00	22:00	X	X	X	X	X		
47	16:00	22:00	X	X	X	X	X		
48	16:00	22:00	X	X	X	X	X		
49	16:00	20:00						X	X
50	16:15	21:15					X	X	X
51	16:15	21:15					X	X	X
52	16:45	22:45	X	X	X	X	X		
53	18:00	0:15					X	X	X
54	18:00	0:30	X	X	X	X			
55	19:30	23:30					X	X	X

**LETTER OF AGREEMENT RE: MODALITIES CONCERNING THE REMOVAL OF THE  
"LETTER OF AGREEMENT CONCERNING THE PARTICULAR APPLICATION OF ARTICLE  
20.01" CONTAINED IN THE PRECEDING COLLECTIVE AGREEMENT**

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Retroactive to March 24<sup>th</sup> 1999, the employees who were affected by the "Letter of Agreement concerning the particular application of article 20.01" will be entitled to the hourly rate provided at article 20.01 based on their actual continuous service and will thereafter progress according to scale.

IN WITNESS WHEREOF, the parties have signed on the dates indicated below.

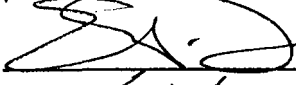
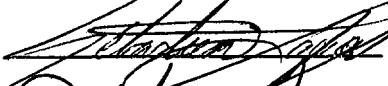
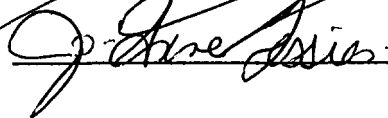
**BELL MOBILITY PAGING INC.**

per:

 ~~May~~ June 23, 1999  
 ~~May~~ June 23, 1999

**COMMUNICATIONS, ENERGY AND PAPER  
WORKERS UNION OF CANADA, Local  
102-0**

per:

 ~~May~~ June 23, 1999  
 ~~May~~ June 23, 1999  
 ~~May~~ June 23, 1999

**LETTER OF AGREEMENT RE:  
PARTICULAR APPLICATION OF ARTICLES 14.02 6. AND 13.03 (3)**

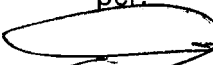


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The parties agree that the provisions of article 14.02 6. will be applicable as of June 1999. The parties also agree that the provisions of article 13.03 (3) will be put into effect as of the making of the schedule for the first complete week in July 1999. The variable work schedules made prior to the above will be done according to the provisions of the expired Collective Agreement.

IN WITNESS WHEREOF, the parties have signed on the dates indicated below.


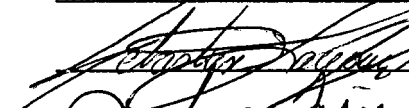
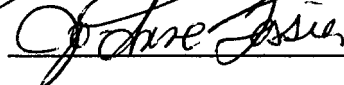
**BELL MOBILITY PAGING INC.**

per:

  
  
  
June 23, 99  
May, 1999  
June 23  
May, 1999

**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA,  
Local 102-0**

per:

  
  
  
June 23  
May, 1999  
June 23  
May, 1999  
June 23  
May, 1999

**LETTER OF AGREEMENT**  
**RE: PARTICULAR APPLICATION OF ARTICLE 24.02 and 24.04**



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Notwithstanding the provisions of article 24.02 and following, should Ms. Christine Gillet still hold and be working the 11:30 PM to 7:30 AM fixed full time shift on weekdays at the moment of the postings provided at article 24.04, the weekday night lead attendant schedule identified at article 24.03 (3) will not be posted and will be granted to her, who will also thereby be deemed to have been recognized as a lead attendant pursuant to article 24.02.

IN WITNESS WHEREOF, the parties have signed on the dates indicated below.

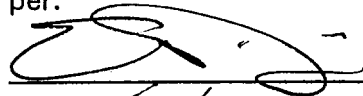
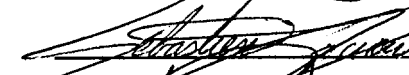
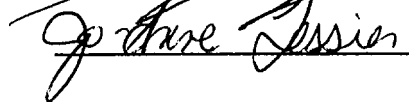
**BELL MOBILITY PAGING INC.**

per:

  
~~May~~ June 23, 1999  
  
~~May~~ June 23, 1999

**COMMUNICATIONS, ENERGY AND PAPER  
WORKERS UNION OF CANADA, Local  
102-0**

per:

  
~~May~~ June 23, 1999  
  
~~May~~ June 23, 1999  
  
~~May~~ June 23, 1999

LETTER AGREEMENT RE:  
TAXI CHITS



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The Employer will cover taxi fare expense up to a maximum amount of \$20.00 per ride to her residence for any employee finishing work between 11:00pm and 3:00am.

IN WITNESS WHEREOF, the parties have signed on the dates indicated below.

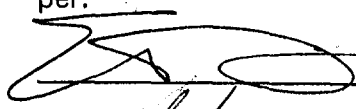
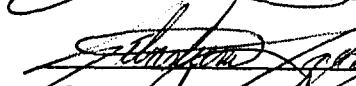
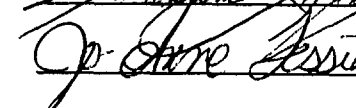
**BELL MOBILITY PAGING INC.**

per:

 June 23/99  
May , 1999  
 June 23/99  
May , 1999

**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA,  
Local 102-0**

per:

 June 23/99  
May , 1999  
 June 23/99  
May , 1999  
 June 23/99  
May , 1999



# **Bell Mobility**

## **SHORT-TERM DISABILITY (PAGELINK ATTENDENTS) POLICY/PROCEDURE**

### **PURPOSE**

To establish a standard treatment for regular full-time and regular part-time employees for absences due to non occupational illness or injury and which are more than three (3) consecutive scheduled working days and no more than twenty-six (26) weeks duration.

### **DEFINITION**

The term Short-Term Disability applies to absences in excess of three (3) consecutive scheduled working days up to a maximum of twenty-six (26) weeks of disability. While incidental absence is any absence of three (3) or less consecutive days, short-term absence commences if the absence extends beyond three (3) working days.

### **POLICY**

1. **As** at the first calendar day of the month following completion of the three (3) month probationary period, an employee becomes eligible for short-term disability payments as per chart of payment.
2. Payment to employees under this Policy must relate to the days and hours regularly worked by the employee. In the case of regular part-time employees, only those days and/or hours regularly schedules to work will be considered for payment under this Policy.
3. Full benefits levels will be reinstated following one (1) month after return to active employment in the case of a new disability, or after three (3) months in the case of a recurrence of the same disability.
4. In certain instances, the Company may determine the need to have a second medical opinion. In such case, the Company will assign a general Practitioner or Specialist and assume financial responsibility for this review. He employee is expected to attend any appointment made on their behalf since the decision to continue to pay benefits will be based on the finding of the assigned doctor.
5. In the case of lay-off or separation, the payment of short-term disability can only cease on the date of the lay-off or separation when the disability commenced within the two (2) months preceding the lay-off or separation date and, that notice of lay-off or separation was given prior to the commencement of the disability benefit.
6. In all other situations relating to lay-off separation, short-term disability benefits must be paid for the lesser of the duration of the disability or fifteen (15) weeks.



## **PROCEDURE**

1. For Any non-occupational illness or injury necessitating absence in excess of three (3) working days, two (2) forms must be completed: Short Term Disability – Employee Statement and Attending Physician’s Statement. The employee should be informed that prompt completion and return of these forms is directly related to any salary continuance.

Note: If the forms are not completed and submitted to Human resources within two (2) weeks of the commencement of disability, short-term disability payments may be suspended.

2. On the fourth working day of absence ( earlier if an extended absence is know in advance ), the manager must advise Payroll/Human Resources of the short-term disability absence and forward a Status Notification Form identifying the first day of the absence.
3. Payroll will prepare a schedule of payments based on discussion with the employee’s manager, and the physician’s statement, and initiate all payroll changes as they are scheduled to occur.
4. Should the absence be in excess of three (3) weeks, or have any indefinite date of return to work the completion of the Short term Disability Supplementary Statement must be completed each three (3) weeks after the start of the absence. It is the employee’s responsibility to ensure that the forms are submitted on a timely basis or benefit payments will be suspended.

## **CONDITIONS WHERE BENEFITS ARE NOT PAYABLE :**

- Employee not under the care of a licensed doctor or health care professional.
- Occupational illness or injury-causing absence which is covered by Workers’ Compensation or Canada Pension Plan.
- ✖ For any period during which an employee engages in an occupation or employment for wages or profit outside of Bell Mobility Paging.
- Intentionally self-inflicted injuries or diseases.
- Maternity and/or Parental leave covered by labour standards and/or IE provisions.
- Cosmetic or elective surgery.
- Income replacement indemnity payable under the Quebec Automobile Insurance Act or any other income replacement plan.
- Any military service.



- Riots, wars or active participation in disorderly conduct.
- Injuries or disease sustained while committing a criminal offence.
- Serving a prison sentence.
- If the employee leaves the province of their permanent residence for any reason other than pre-approved medical treatment that can be obtained in no other manner.  
(Circumstances must be reviewed by the Human Resources department.)



**SHORT-TERM DISABILITY PLAN**  
**SCHEDULE OF PAYMENTS**

<u>Net Credited Service</u>		<u>Number of Weeks</u>	
		<u>at 100% Salary</u>	<u>at 70% of Salary</u>
Less than	Probation	0	0
After	Probation	0	26
6 months		2	24
	1 year	3	23
	2 years	4	22
	3 years	5	21
	4 years	6	20
	5 years	9	17
	6 years	10	16
	7 years	11	15
	8 years	12	14
	9 years	13	13
	10 years	16	10
	11 years	17	9
	12 years	18	8
	13 years	19	7
	14 years	20	6
	15 years & over	26	0





**SHORT-TERM DISABILITY**  
**Responsibilities of the Employee**

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To assist employees in reporting and completing the forms and assisting to report short-term disability absences accurately. The short term disability applies to absences in excess of three (3) consecutive working days.

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- For full time and part time employees
  
- You must have completed three (3) month probationary period. If have not completed the probationary period the absence is then deemed as unpaid.
  
- For any non occupational illness or injury necessitating absence in excess of three working days. (Work related injuries are covered by Worker's Compensation)
  
- You must inform your supervisor immediately if this is a STD claim or if you know before hand that a Short Term Disability Form can be forwarded to you. This form must be completed by yourself and your doctor and sent directly to payroll in order for payment of wages to continue. It is your responsibility to ensure al the forms are completed and signed.
  
- Should there be a change in benefits payment levels you will be notified by the payroll department.
  
- To maintain confidentiality any necessary contact with the employee will **be** made by payroll.
  
- All claims will be calculated based on completion of your net credited service date.
  
- Should your absence be in excess of three (3) weeks, or have any indefinite date of return to work the completion of the Short term Disability Supplementary Statement must be completed each 3 weeks after the start of the absence. It is your responsibility to ensure that the forms are submitted on a timely basis or benefit payments will be suspended.
  
- Your Short term disability payments may be suspended if the proper documentation is not received by payroll ten (10) days following the first day of absence.
  
- Upon your return to work please ensure you and your physician complete the Return to Work Assessment.
  
- Before employee returns to work or special circumstances (i.e. part-time, physical limitations, absences required for appointments) must be approved and described by a physician.





SENIORITY LIST		28-Jul-00	
LAST NAME	FIRST NAME	FEMALE WORKERS	MALE WORKERS
		79	24
1	HULL	CAROL	F
2	HEBERT	DARQUISE	F
3	FAUVEL	NADIA	F
4	WHITE	CAROLINE	F
5	SAUVE	JULIE	F
6	GRAVELINE	MANON	F
7	LAURIN	MARIE-JEANNE	F
8	RIEL	MARIE-JOSEE	F
9	HOULE	LINDA	F
10	ARMEN	MARC	M
11	GILLET	CHRISTINE	F
12	NEBOUT	PEGGY	F
13	OUELLETTE	LINE	F
14	GRAVEL	CHRISTINE	F
15	ROCHON	CHANTAL	F
16	BILODEAU	LYNE	F
17	POULIN	DIANE	F
18	BELANGER	GUY	M
19	PIGEON	JOHANNE	F
20	HOULE(F)	JO-ANNE	F
21	CADIEUX	MAUREEN	F
22	TESSIER	JO-ANNE	F
23	BISSON	LYNNE	F
24	MAILLET	CLAUDETTE	F
25	VERDON	NATHALIE	F
26	FACET	JULIE	F
27	THROP	ANNE-MARIE	F
28	PAQUETTE	LYNNE	F
29	ROY	LUCIE	F
30	ROY	MELANIE	F
31	CHARETTE	ANNIE	F
32	BRADY	KATHLEEN	F
33	BELANGER	LINE	F
34	HOULE	JO-ANNE	F
35	VINCENT	SYLVIE	F
36	ALBERT	RINA	F
37	COURVILLE	SHEILA	F
38	CLOUATRE	JACQUES	M

TOTAL 103



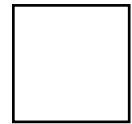
39	MASSICOTTE	LISE	F	
40	HARVEY	ANNIE	F	
41	MAYER	GINETTE	F	
42	BRITT-ST-DENIS	BETTY	F	
43	FORTIN	CHANTAL	F	
44	LORANGER	PIERRE		M
45	BOYLE	CELINE	F	
46	BEDOYA	ELENA	F	
47	WALSH	PHILIP		M
48	DELORME	MELANIE	F	
49	MORIN	SYLVIE	F	
50	AUBRY	JENNIFER	F	
51	BACKS	JULIE	F	
52	ALVAREZ	TANYA	F	
53	SEGUIN	HELENE	F	
54	KELLY	LORRAINE	F	
55	LAMARCHE	JOELLE	F	
56	GALLAGHER	PATRICK		M
57	KHALI	TARIK		M
58	DELORME	NATASHA	F	
59	BOURGET	GILLES		M
60	LEFEBVRE	BENOIT		M
61	CASSIDY	KAROLYN	F	
62	DOUGLAS	JAMES		M
63	DUBOIS	NATHALIE	F	
64	RACINE	CHANTAL	F	
65	JOANIS	MISHEL	F	
66	LAFLEUR	ANDREA	F	
67	PEPE	SABRINA	F	
68	PELLERIN	ANDRE		M
69	MCLEOD	JOYCE	F	
70	CHENIER	GEOFFREY		M
71	SABOURIN	ANNIE	F	
72	DECHEF	TERENCE		M
73	AUBE	ROSELINE	F	
74	MORISSET	DENIS		M
75	WAY	CHADD		M
76	GARBY	SHAWN		M
77	LECUYER	CELIA	F	
78	CORRIVEAU	MARIE-EVE	F	
79	WORRELL	TYLER	F	
80	CHENIER	ANDREE-ANNE	F	
81	CHARBONNEAU	NICHOLAS		M
82	GREGOIRE	BIANCA	F	
83	LALONDE	MARIEVE	F	
84	BARRETTE	VALERIE	F	
85	SEGUIN	JOSH		M



86	PHILLON	KARINE	F	
87	CADOTTE	NICOLAS		M
88	CADIELX	CHRISTIAN		M
89	DESLAURIERS	STEPHANE		M
90	SEGUIN	GENEVIEVE	F	
91	LANDRY	JOSEE	F	
92	SULPHER	AMANDA	F	
93	SIGOUIN	VERONIQUE	F	
94	DOIRON	TAMMIE	F	
95	GROULX	JEAN-FRANCOIS		M
96	BISSONNETTE	MANON	F	
97	CADOTTE	DIDIER		M
98	GRENIER	LISE	F	
99	PROVENCHER	MELANIE	F	
100	DESLAURIERS	STEPHANE		M
101	SEGUIN	GENEVIEVE	F	
102	LANDRY	JOSEE	F	
103	LALONDE	ANGELE	F	







## **Bell Mobility Paging Inc.**

**Group Policy Number:** G0091851

**Class:** All Employees

**Employee Name:** \_\_\_\_\_

**Certificate Number:** \_\_\_\_\_

## **Welcome to Your Group Benefit Program**

**Group Policy Effective Date:** April 01, 1994

This Benefit Booklet has been specifically designed with your needs in mind, providing easy access to the information you need about the benefits to which you are entitled.

Group Benefits are important, not only for the financial assistance they provide, but for the security they provide for you and your family, especially in case of unforeseen needs.

Your Plan Administrator can answer any questions you may have about your benefits, or how to submit a claim.

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# How to Use Your Benefit Booklet



**Your Benefit Booklet  
includes..**

## ***Designed with Your Needs in Mind***

The Benefit Booklet provides the information you need about your Group Benefits and has been specifically designed with YOUR needs in mind: It includes:

- a detailed Table of Contents, allowing quick access to the information you are searching for,
- Explanation of Common Insurance Terms, which provides a brief explanation of the insurance terms used throughout this Benefit Booklet,
- a clear, concise explanation of your Group Benefits,
- information you need, and simple instructions, on how to submit a claim.

## ***Important Note***

The purpose of this booklet is to outline the benefits for which you are eligible as an employee of Bell Mobility Paging Inc.. The information in this booklet is a summary of the provisions of the Group Policy. In the event of a discrepancy between this booklet and the Policy (available from your Plan Administrator), the terms of the Group Policy will apply.

Possession of this booklet alone does not mean that you or your dependents are insured. The Group Policy must be in effect and you must satisfy all the requirements of the Policy.

**We suggest you read this Benefit Booklet carefully, then file it in a safe place with your other important documents.**

## ***Your Group Benefit Card***

Your Group Benefit Card is the most important document issued to you as part of your Group Benefit Program. It is the only document that identifies you as a Plan Member. The Group Policy Number and your personal Certificate Number may be required before you are admitted to a hospital, or before you receive dental or medical treatment.

The Group Policy Number and your Certificate Number are also necessary for **ALL** correspondence with Manulife Financial. Please note that you can print your Certificate Number on the front of this booklet for easy reference.

*Your Group Benefit Card is an important document. Please be sure to carry it with you at a//times.*

***Important Note***

***Your Group Benefit  
Card***

# Explanation of Common Insurance Terms

*The following is an explanation of the Insurance terms used in this Benefit Booklet.*

<b>Accident</b>	<b>Accident</b> an unexpected or unforeseen happening or event involving an external force, causing loss or injury.
<b>Benefit Percentage (Co-insurance)</b>	<b>Benefit Percentage (Co-insurance)</b> the percentage of Covered Expenses which is payable by Manulife Financial.
<b>Covered Expenses</b>	<b>Covered Expenses</b> expenses that will be considered in the calculation of payment due under your Extended Health Care or Dental Care benefit.
<b>Deductible</b>	<b>Deductible</b> the amount of Covered Expenses that must be incurred and paid by you or your dependents before benefits are payable by Manulife Financial.
<b>Dependent</b>	<b>Dependent</b> your Spouse or Child who is insured under the Provincial Plan.  <b>- Spouse</b> your legal spouse, or a person of the opposite sex continuously living with you in a role like that of a marriage partner  <b>- Child</b> <ul style="list-style-type: none"><li>• your natural or adopted child, or stepchild, who is:<ul style="list-style-type: none"><li>- unmarried;</li><li>- under age 21, or under age 25 if a full-time student;</li><li>- not employed on a full-time basis; and</li><li>- not eligible for insurance as an employee under this or any other Group Benefit Program.</li></ul></li><li>• a child who is incapacitated on the date he or she reaches the age when insurance would normally terminate will continue to be an eligible dependent. However, the child must have been insured under this Benefit Program immediately prior to that date.  A child is considered incapacitated if he or she is incapable of engaging in any substantially gainful activity and is dependent on the employee for support, maintenance and care, due to a mental or physical disability.  Manulife Financial may require written proof of the child's condition as often as may reasonably be necessary.</li></ul>
	<ul style="list-style-type: none"><li>• a stepchild must be living with you to be eligible.</li></ul>

# Explanation of Common Insurance Terms



## ***Drug***

medications that have been approved for use by the Federal Government of Canada and have a Drug Identification Number

## ***Experimental or Investigational***

not approved or broadly accepted and recognized by the Canadian medical profession, as an effective, appropriate and essential treatment of a sickness or injury, in accordance with Canadian medical standards

## ***Immediate Family Member***

you, your spouse or child, your parent or your spouse's parent, your brother or sister, or your spouse's brother or sister.

## ***Licensed, Certified, Registered***

the status of a person who legally engages in practice by virtue of a license or certificate issued by the appropriate authority, in the place where the service is provided.

## ***Life-Sustaining Drugs***

drugs which are necessary for the survival of the patient.

## ***Medically Necessary***

broadly accepted and recognized by the Canadian medical profession as effective, appropriate and essential in the treatment of a sickness or injury, in accordance with Canadian medical standards.

## ***Non-Evidence Limit***

you must submit satisfactory medical evidence to Manulife Financial for Benefit Amounts greater than this amount.

## ***Provincial Plan***

any plan which provides hospital, medical, or dental benefits established by the government in the province where the insured person lives and which is governed by the Canada Health Act.

## ***Qualifying Period***

a period of continuous and total disability, starting with the first day of total disability, which you must complete in order to qualify for disability benefits.

## ***Reasonable and Customary***

within the usual range of charges being made by others of similar standing in the area in which the charge is incurred when providing the same or comparable services or supplies.

## ***Waiting Period***

the period of continuous employment with your employer which you must complete before you are eligible for Group Benefits.

## ***Ward***

a hospital room with 3 or more beds which provides standard accommodation for patients.

*Drug*

*Experimental or  
Investigational*

*Immediate Family  
Member*

*Licensed, Certified,  
Registered*

*Life-Sustaining Drugs*

*Medically Necessary*

*Non-Evidence Limit*

*Provincial Plan*

*Qualifying Period*

*Reasonable and  
Customary*

*Waiting Period*

*Ward*

# Why Group Benefits?

## Why Group Benefits?

Government health plans can provide coverage for such basic medical expenses as hospital charges and doctors' fees. In case of disability, government plans (such as Employment Insurance, Canada/Quebec Pension Plan, Workers' Compensation Act, etc.) may provide some financial assistance.

But government plans provide only basic coverage. Medical expenses or a disability can create financial hardship for you and your family.

Private health care and disability programs supplement government plans and can provide benefits not available through any government plan, providing security for you and your family when you need it most.

Your Group Benefit Program is provided by Bell Mobility Paging Inc., in partnership with The Manufacturers Life Insurance Company.

## Your Plan Administrator

### Your Plan Administrator

Your Plan Administrator is responsible for ensuring that all employees are covered for the Benefits to which they are entitled by submitting all required premiums, reporting all new enrolments, terminations, changes etc., and by keeping all records up to date.

As a member of this Group Benefit Program, it is up to you to provide your Plan Administrator with the necessary information to perform such duties.

Your Plan Administrator is _____
Phone Number: (_____) _____

Please record the name of your Plan Administrator and contact number in the space provided.

## Applying for Group Benefits

### Applying for Group Benefits

To apply for Group Benefits, you must submit a completed Enrolment or Reinstatement Application form, available from your Plan Administrator, Your Plan Administrator then forwards the application to Manulife Financial.

## Making Changes

### Making Changes

To ensure that coverage is kept up-to-date for yourself and your dependents, it is vital that you report any changes to your Plan Administrator. Such changes could include:

- change in Dependent Coverage
- change of Beneficiary
- change in Name
- applying for coverage previously waived

To make such changes, you must complete the Application for Change form, available from your Plan Administrator.

# The Claims Process



## ***How to Submit a Claim***

All claim forms, available from your Plan Administrator, must be correctly completed, dated and signed. Remember, always provide your Group Policy Number and your Certificate Number (found on your Group Benefit Card) to avoid any unnecessary delays in the processing of your claim.

Your Plan Administrator can assist you in properly completing the forms, and answer any questions you may have about the claims process and your Group Benefit Program.

### ***Subrogation (Third Party Liability)***

If your medical and/or dental expenses result from an injury caused by another person and you have the legal right to recover damages, Manulife Financial may request that you complete a subrogation reimbursement agreement when you submit a claim for such expenses.

On settlement or judgement of your legal action, you will be required to reimburse Manulife Financial those amounts you recover which, when added to the payments you received from Manulife Financial, exceed 100% of your incurred expenses.

### ***Payment of Extended Health Care and Dental Claims***

Once the claim has been processed, Manulife Financial will send a Claim Statement to your Plan Administrator.

Your Plan Administrator will pass the form on to you. The top portion of this form outlines the claim or claims made, the amount subtracted to satisfy deductibles, and the benefit percentage used to determine the final payment to be made to you. If you have any questions on the amount, your Plan Administrator will help explain.

The bottom portion of this form is your claims payment, if applicable. Simply tear along the perforated line, endorse the back of the cheque and you can cash it at any chartered bank or trust company.

You should receive settlement of your claim within three weeks from the date of submission to Manulife Financial. If you have not received payment, please contact your Plan Administrator.

### ***Co-ordination of Extended Health Care and Dental Care Benefits***

If you or your dependents are insured for similar benefits under another Plan, Manulife Financial will take this into account when determining the amount of expenses payable under this Program.

This process is known as Co-ordination of Benefits. It allows for reimbursement of insured medical and dental expenses from all Plans, up to a total of 100% of the actual expense incurred.

Plan means:

- other Group Benefit Programs;
- any other arrangement of coverage for individuals in a group; and
- individual travel insurance plans.

***How to Submit a Claim***

***Subrogation (Third Party Liability)***

***Claim Payment***

***Co-ordination of Extended Health Care and Dental Care Benefits***

## The Claims Process

---

Plan does not include school insurance or Provincial Plans.

### **Order of Benefit Payment**

A variety of circumstances will affect which Plan is considered as the "Primary Carrier" (i.e., responsible for making the initial payment toward the eligible expense), and which Plan is considered as the "Secondary Carrier" (i.e., responsible for making the payment to cover the remaining eligible expense).

- If the other Plan does not provide for Co-ordination of Benefits, it will be considered as the Primary Carrier, and will be responsible for making the initial payment toward the eligible expense.
- If the other Plan does provide for Co-ordination of Benefits, the following rules are applied to determine which Plan is the Primary Carrier.
  - For Claims incurred by you or your Dependent Spouse:

The Plan insuring you or your Dependent Spouse as an employee/member pays benefits before the Plan insuring you or your Spouse as a dependent.

In situations where you or your Dependent Spouse have coverage as an employee/member under more than one Plan, the order of benefit payment will be determined as follows:

- The Plan where the person is covered as an active full-time employee, then
  - The Plan where the person is covered as an active part-time employee, then
  - The Plan where the person is covered as a retiree.
- For Claims incurred by your Dependent Child:

The Plan covering the parent whose birthday (month/day) is earlier in the calendar year pays benefits first. If both parents have the same birthdate, the Plan covering the parent whose first name begins with the earlier letter in the alphabet pays first.

However, if you and your Spouse are separated or divorced, the following order applies:

- The Plan of the parent with custody of the child, then
- The Plan of the spouse of the parent with custody of the child (i.e., if the parent with custody of the child remarries or has a common-law spouse, the new spouse's Plan **will** pay benefits for the Dependent Child), then
- The Plan of the parent not having custody of the child, then
- The Plan of the spouse of the parent not having custody of the child (i.e., if the parent without custody of the child remarries or has a common-law spouse, the new spouse's Plan will pay benefits for the Dependent Child).



# The Claims Process



- A claim for accidental injury to natural teeth will be determined under Extended Health Care Plans with accidental dental coverage before it is considered under Dental Plans.
- If the order of benefit payment cannot be determined from the above, the benefits payable under each Plan will be in proportion to the amount that would have been payable if Co-ordination of Benefits did not exist.
- If the insured person is also covered under an individual travel insurance plan, benefits will be co-ordinated in accordance with the guidelines provided by the Canadian Life and Health Insurance Association.

## **Submitting a Claim for Co-ordination of Benefits**

To submit a claim when Co-ordination of Benefits applies, refer to the following guidelines:

- As per the Order of Benefit Payment section, determine which Plan is the Primary Carrier and which is the Secondary Carrier.
- Submit all necessary claim forms and original receipts to the Primary Carrier.
- Keep a photocopy of each receipt or ask the Primary Carrier to return the original receipts to you once your claim has been settled.
- Once your claim has been settled by the Primary Carrier, you will receive a statement outlining how your claim has been handled. Submit this statement along with all necessary claim forms and receipts to the Secondary Carrier for further consideration of payment, if applicable.

*Submitting a Claim for  
Co-ordination of  
Benefits*

# Who Qualifies for Coverage?

## **Eligibility**

### **Eligibility**

You are eligible for Group Benefits if you:

- are a full-time employee of Bell Mobility Paging Inc. and work at least the Required Number of Hours,
- are a member of an eligible class,
- are younger than the Termination Age,
- are residing in Canada, and
- have completed the Waiting Period.

The Termination Age and Waiting Period may vary from benefit to benefit. For this information, please refer to each benefit in the section entitled Your Group Benefits.

Your dependents are eligible for insurance on the date you become eligible or the date you first acquire a dependent, whichever is later. You must apply for insurance for yourself in order for your dependents to be eligible.

## **Required Number of Hours**

### **Required Number of Hours**

Full-time employee - 20 hour(s) per week

## **Evidence of Insurability**

### **Evidence of Insurability**

Medical evidence is required when you apply for insurance in excess of the Non-Evidence Limit.

Medical evidence is also required for all benefits, except Dental insurance, when you make a Late Application for insurance on any person.

## **Late Application**

### **Late Application**

An application is considered late when you:

- apply for insurance on any person after having been eligible for more than 31 days ; or
- re-apply for insurance on any person whose insurance had earlier been cancelled.

If you apply for benefits that were previously waived because you were covered for similar benefits under your spouse's plan, your application is considered late when you:

- apply for insurance more than 31 days after the date benefits terminated under your spouse's plan; or
- apply for insurance and benefits under your spouse's plan have not terminated

Medical evidence can be submitted by completing the Evidence of Insurability form, available from your Plan Administrator. Further medical evidence may be requested by Manulife Financial.

# Who Qualifies for Coverage?



## ***Late Dental Application***

***Late Dental Application***

If you apply for coverage for Dental insurance for yourself or your dependents late, insurance will be limited to \$125 for each insured person for the first 12 months of coverage.

## ***Effective Date of Coverage***

***Effective Date of Coverage***

- If Evidence of Insurability is not required, your Group Benefits will be effective on the date you are eligible.
- If Evidence of Insurability is required, your Group Benefits will be effective on the date you become eligible or the date the evidence is approved by Manulife Financial, whichever is later.

You must be actively at work for insurance to become effective. If you are not actively at work on the date your insurance would normally become effective, your insurance will take effect on the next day on which you are again actively at work.

Your dependent's insurance becomes effective on the date the dependent becomes eligible, or the date any required evidence of insurability on the dependent is approved by Manulife Financial, whichever is later.

Your dependent's insurance will not be effective prior to the date your insurance becomes effective.

## ***Termination of Insurance***

***Termination of Insurance***

Your Group Insurance will terminate on the earliest of:

- the date you cease to be an eligible employee,
- the date any required contribution is due but not paid,
- the date the Group Policy terminates, or
- the date you reach the Termination Age.

Your dependents' insurance terminates on the date your insurance terminates or the date the dependent ceases to be an eligible dependent, whichever is earlier.

# Your Group Benefits

## Employee Life Insurance

### *Employee Life Insurance*

If you die while insured, this benefit provides financial assistance to your beneficiary. If your beneficiary dies before you or if there is no designated beneficiary, this benefit is payable to your estate.

### *The Benefit*

### *Employee Life - The Benefit*

**Benefit Amount** - \$10,000

**Non-Evidence Limit** - \$10,000

**Qualifying Period for Waiver of Premium** - 179 days

**Termination Age** - your benefit amount reduces by 50% at age 65 and terminates at age 70 or retirement, whichever is earlier.

### **Waiting Period**

3 months for employees hired on or prior to the Group Policy Effective Date  
700 hours worked for all other employees

### **Submitting a Claim**

### *Employee Life Insurance - Submitting a Claim*

To submit an Employee Life Insurance claim, your beneficiary must complete the Life Claim form which is available from your Plan Administrator.

Documents necessary to submit with the form are listed on the form.

A completed claim form must be submitted within 90 days from the date of the loss.

To submit a claim for the Waiver of Premium benefit you must complete a Waiver of Premium claim form which is available from your Plan Administrator. Your attending physician must also complete a portion of this form.

A completed claim form must be submitted within 90 days from the end of the qualifying period.

### **Waiver of Premium**

### *Employee Life Insurance - Waiver of Premium*

If you become Totally Disabled while insured and prior to age 65 and meet the Entitlement Criteria outlined below, your Life Insurance will continue without payment of premium.

### **Definition of Totally Disabled**

### *Employee Life Insurance - Totally Disabled*

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of any occupation for which you are qualified, or may reasonably become qualified by training, education or experience.

The availability of work will not be considered by Manulife Financial in assessing your disability.

If you must hold a government permit or licence to perform the duties of your job, you will not be considered Totally Disabled solely because your permit or licence has been withdrawn or not renewed.

# Your Group Benefits



## *Employee Life Insurance- Entitlement Criteria*

### **Entitlement Criteria**

To be entitled to Waiver of Premium, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Qualifying Period. If you cease to be Totally Disabled during this period and then become disabled again within 3 weeks due to the same or related illness or injury, your Qualifying Period will be extended by the number of days during which you ceased to be Totally Disabled.
- Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of any occupation for which you are qualified, or may reasonably become qualified by training, education or experience.
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial.

At any time, Manulife Financial may require you to submit to a medical, psychiatric, psychological, educational and/or vocational examination or evaluation by an examiner selected by Manulife Financial.

### **Termination of Waiver of Premium**

Your Waiver of Premium will cease on the earliest of:

- the date you cease to be Totally Disabled, as defined under this benefit.
- the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of any occupation for which you are qualified, or may reasonably become qualified by training, education or experience.
- the date you are no longer receiving from a physician, regular, ongoing care and treatment appropriate for the disabling condition, as determined by Manulife Financial.
- the date you do not attend an examination by an examiner selected by Manulife Financial.
- the date of your 65th birthday.
- the date of your death.

### **Recurrent Disability**

If you become Totally Disabled again from the **same** or related causes as those for which premiums were previously waived and such disability recurs within 6 months of cessation of the Waiver of Premium benefit, Manulife Financial will waive the Qualifying Period.

## *Employee Life Insurance- Termination of Waiver of Premium*

## *Employee Life Insurance- Recurrent Disability*

# Your Group Benefits

Your amount of insurance on which premiums were previously waived will be reinstated.

If the same disability recurs more than 6 months after cessation of the Waiver of Premium benefit, such disability will be considered a separate disability.

Two disabilities which are due to unrelated causes are considered separate disabilities if they are separated by a return to work of at least one day.

## Conversion Privilege

If your Group Benefit terminate or reduce, you may be eligible to convert your Employee Life Insurance to an individual policy, without medical evidence. You must apply for the individual policy, and pay the first monthly premium within 31 days of the termination of your Employee Life Insurance. If you die during this 31-day period, the amount of Employee Life Insurance available for conversion will be paid to your beneficiary or estate, even if you didn't apply for conversion.

For more information on the conversion privilege, please see your Plan Administrator.

## Accidental Death and Dismemberment

If you sustain an injury through external, violent, and accidental means while insured, and suffer a **loss** specified in the Schedule of Losses below, this benefit provides financial assistance to you or your beneficiary. In the event of your death, the benefit is payable to your beneficiary. For all other losses, the benefit is payable to you.

### The Benefit

**Benefit Amount** - \$10,000

**Non-Evidence Limit** - \$10,000

**Termination Age** - your benefit amount reduces by 50% at age 65 and terminates at age 70 or retirement, whichever is earlier

### Waiting Period

3 months for employees hired on or prior to the Group Policy Effective Date  
700 hours worked for all other employees

### Schedule of Losses

A **loss** shown in this schedule is covered provided it:

- is caused by accidental means, directly and independently of any other condition or cause;
- occurs within 365 days from the date of the injury; and
- is total and irreversible or irrecoverable.

The amount payable for each **loss** is a percentage of your Accidental Death and Dismemberment benefit which was in effect as of the date of the injury.

- Loss of Life - 100%

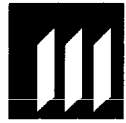
*Employee Life  
Insurance- Conversion  
Privilege*

*Accidental Death and  
Dismemberment*

*AD& D- The Benefit*

*AD& D- Schedule of  
Losses*

# Your Group Benefits



- Loss, or loss of use, of each Arm or Leg - 75%
- Loss, or loss of use, of each Hand; Loss of each Foot; Loss of Sight in each Eye - 66 2/3%
- Loss of Speech - 50%
- Loss of Thumb and Index Finger on the Same Hand - 33 1/3%
- Loss of Hearing in Each Ear - 25%

(No more than 100% of the amount for which you are insured under your Accidental Death and Dismemberment benefit will be paid for all losses which result from any one accident.)

## **Exposure**

If a loss occurs due to exposure to the elements, after a conveyance in which you were travelling made a forced landing, or was lost, wrecked, stranded or sank, a benefit will be payable for that **loss**. The amount payable will be determined in accordance with the Schedule of Losses.

*AD& D - Exposure Coverage*

## **Disappearance**

If you disappear after a conveyance in which you were travelling made a forced landing, or was lost, wrecked, stranded or sank, a benefit for loss of life will be payable if your body is not found within one year after the incident occurred.

*AD& D - Disappearance Coverage*

## **Submitting a Claim**

To submit an Accidental Death Claim, your beneficiary must complete a Life Claim form. To submit a Dismemberment Claim, you must complete an Accidental Dismemberment Claim form. Both forms are available from your Plan Administrator, and require a physician's statement.

*AD& D - Submitting a Claim*

A completed claim form must be submitted within 90 days from the date of **loss**.

## **Waiver of Premium**

If your Employee Life Insurance premium is waived because you are totally disabled, the premium for this benefit will also be waived. (See Employee Life Insurance..Waiver of Premium).

*AD& D - Waiver of Premium*

## **Exclusions**

*No Accidental Death & Dismemberment benefits are payable if the loss results from:*

*AD& D - Exclusions*

- suicide or self-inflicted injuries
- war or insurrection
- illness or disease, or the medical treatment of the same
- committing or attempting to commit an assault or criminal offence

# Your Group Benefits

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- injuries sustained while operating a motor vehicle while under the influence of any intoxicant, including alcohol

## Extended Health Care

### Extended Health Care

If you or your dependents incur charges for any of the Covered Expenses specified, your Extended Health Care benefit can provide financial assistance.

Payment of Covered Expenses is subject to any maximum amounts shown below under The Benefit and in the expenses listed under Covered Expenses.

Claim amounts that will be applied to the maximum are the amounts paid after applying the Deductible; Benefit Percentage, and any other applicable provisions.

### Drug Benefit for Quebec Residents

Group benefit plans that provide prescription drug coverage to Quebec residents must meet certain requirements under Quebec's prescription drug insurance legislation (An Act Respecting Prescription Drug Insurance And Amending Various Legislative Provisions). If you and your dependents reside in Quebec, the provisions specified under Drug Benefit For Persons Who Reside In Quebec, will apply to your drug benefit.

### The Benefit

### Extended Health Care - The Benefit

**Overall Benefit Maximum - Unlimited**

**Deductible - \$25 Individual, \$50 Family, per calendar year(s)**

Not applicable to:

Hospital Care

Out-of-Canada Emergency Medical Treatment

**Note:** *The deductible is not applicable to ManuAssist.*

### - Deductible Carry-Forward

Covered Expenses used to satisfy the deductible in the last 3 months of the calendar year may also be used to satisfy the deductible in the following calendar year.

### - Common Accident

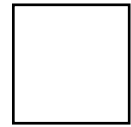
If the members of one family incur Covered Expenses due to the same accident, only one individual deductible will apply for all such expenses.

### Benefit Percentage (Co-insurance) -

100% for - Drugs - Hospital Care - Medical Services & Supplies - Professional Services - Vision



# Your Group Benefits



**Note:**

The Benefit Percentage for Out-of-Canada Emergency Medical Treatment is 100%.

The Benefit Percentage for Referral outside Canada for Medical Treatment Available in Canada is 50%.

The Benefit Percentage for ManuAssist is 100%.

**Termination Age** - employee's age 70 or retirement, whichever is earlier

**Waiting Period**

3 months for employees hired on or prior to the Group Policy Effective Date

700 hours worked for all other employees

**Covered Expenses**

The expenses specified are covered to the extent that they are reasonable and customary, as determined by Manulife Financial, provided they are:

- medically necessary for the treatment of sickness or injury and recommended by a physician
- incurred for the care of a person while insured under this Group Benefit Program
- reasonable taking all factors into account
- not covered under the Provincial Plan or any other government-sponsored program
- legally insurable

**Advance Supply Limitation**

Payment of any Covered Expenses under this benefit which may be purchased in large quantities will be limited to the purchase of up to a 3 months' supply at any one time.

**Hospital Care**

- confinement in a convalescent care facility which starts within 14 days of discharge from a hospital, up to a maximum of \$180 per day for 1 disability per disability
- charges for any portion of the cost of ward accommodation, utilization or co-payment fees (or similar charges) are not covered

**Prescription Drugs**

- drugs or medicines dispensed by a licensed pharmacist, and which by law or convention require a written prescription of a physician or dentist
- oral contraceptives, intrauterine devices, and diaphragms
- injectable medications
- life-sustaining drugs

*Extended Health Care -  
Covered Expenses*

*Extended Health Care -  
Advance Supply  
Limitation*

*Extended Health Care -  
Hospital Care*

*Extended Health Care -  
Prescription Drugs*

# Your Group Benefits

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- non-prescription drugs and supplies required for the treatment of diabetes (excluding automatic jet injectors or similar equipment)

*Charges for the following expenses are not covered:*

- preventive vaccines (oral or injected)
- the administration of serums, vaccines, or injectable drugs
- drugs, biologicals and related preparations which are intended to be administered in hospital on an in-patient or out-patient basis and are not intended for a patient's use at home
- drugs used in the treatment of a sexual dysfunction

## ***Vision Care***

- eye exams, once per calendar year
- purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, to a maximum of \$150 during any 2 calendar year(s)
- if contact lenses are required to treat a severe condition, or if vision in the better eye can be improved to a 20/40 level with contact lenses but not with glasses, the maximum payable will be \$200 during any 2 calendar year(s)
- visual training, to a maximum of \$200 per lifetime

## ***Professional Services***

Services provided by the following licensed practitioners:

- Chiropractor - \$300 per calendar year(s)
- Osteopath - \$300 per calendar year(s)
- Podiatrist - \$300 per calendar year(s)
- Massage Therapist - \$300 per calendar year(s)
- Naturopath - \$300 per calendar year(s)
- Speech Therapist - \$300 per calendar year(s)
- Physiotherapist - \$300 per calendar year(s)
- Psychologist - \$300 per calendar year(s)

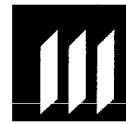
Expenses for some of these Professional Services may be payable in part by Provincial Plans. In those provinces, expenses under this Benefit Program are payable only after the Provincial Plan's maximum for the benefit year has been paid.

Recommendation by a physician for Professional Services is not required.

***Extended Health Care  
Vision Care***

***Extended Health Care  
Professional Services***

# Your Group Benefits



## **Extended Health Care- Medical Services and Supplies**

### **Medical Services and Supplies**

For all medical equipment and supplies covered under this provision, Covered Expenses will be limited to the cost of the device or item that adequately meets the patient's fundamental medical needs.

### **Private Duty Nursing**

Services which are deemed to be within the practice of nursing and which are provided in the patient's home by:

- a registered nurse, or
- a registered nursing assistant (or equivalent designation) who has completed an approved medications training program

Covered Expenses are subject to a maximum of \$10,000 per calendar year(s).

*Charges for the following services are not covered:*

- service provided primarily for custodial care, homemaking duties, or supervision
- service performed by a nursing practitioner who is an immediate family member or who lives with the patient
- service performed while the patient is confined in a hospital, nursing home, or similar institution
- service which can be performed by a person of lesser qualification, a relative, friend, or a member of the patient's household

### **Pre-Determination of Benefits**

Manulife Financial suggests that a detailed treatment plan be submitted with cost estimates before Private Duty Nursing services begin. Manulife Financial will then advise you of any benefit that will be provided.

### **Ambulance**

- licensed ambulance service, including air ambulance, to and from the nearest hospital where adequate treatment is available

**- Ambulance**

### **Medical Equipment**

- rental or, when approved by Manulife Financial, purchase of:

**- Medical Equipment**

- Mobility Equipment: crutches, canes, walkers, and wheelchairs

- Durable Medical Equipment: manual hospital beds, respiratory and oxygen equipment, and other durable equipment usually found only in hospitals

### **Non-Dental Prostheses, Supports and Hearing Aids**

- artificial eyes, limbs, and breast prostheses
- surgical stockings, up to a maximum of 4 pairs per calendar year
- surgical brassieres, up to a maximum of 4 per calendar year

**- Non-Dental  
Prostheses, Supports  
and Hearing Aids**

## Your Group Benefits

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- braces (other than foot braces), trusses, collars, leg orthosis, casts and splints
- stock-item orthopaedic shoes and modifications or adjustments to stock-item orthopaedic shoes or regular footwear , up to a maximum of \$150 per calendar year(s) (recommendation of either a physician or a podiatrist is required)
- custom-made shoes which are constructed by a Certified Orthopaedic Footwear Specialist and are required because of a medical abnormality, up to a maximum of 1 pair per calendar year
- casted, custom-made orthotics, up to a maximum of \$150 per calendar year(s) (recommendation of either a physician or a podiatrist is required)
- cost, installation, repair and maintenance of hearing aids (including charges for batteries), to a maximum of \$500 every 5 calendar year(s)

### Other Supplies and Services

- ileostomy, colostomy and incontinence supplies
- medicated dressings and burn garments
- oxygen and diagnostic services
- charges for the treatment of accidental injuries to natural teeth or jaw, provided the treatment is rendered within 12 months of the accident, excluding injuries due to biting or chewing

### Out-of-Province/Out-of-Canada

- emergency medical treatment of a sickness or injury which occurs while temporarily outside the province of residence, provided the insured person who receives the treatment is also covered by the Provincial Plan during the absence from the province of residence.

A medical emergency is a sudden, unexpected injury which occurs or an unforeseen illness which begins while an insured person is travelling outside his province of residence and requires immediate medical attention. Such emergency no longer exists when, in the opinion of the attending physician, the insured person is able to return to his province of residence.

- referral outside Canada for treatment which is available in Canada, to a maximum of \$3,000 every 3 calendar year(s).

If, while outside Canada on referral for medical treatment, the insured person requires treatment for a medical condition which is related directly or indirectly to the referral treatment, the total expenses payable for all treatment are subject to the maximum of \$3,000 every 3 calendar year(s).

*For all non-emergency medical treatment out of Canada, Manulife Financial:*

- requires that it be recommended by a physician practicing in Canada, and

- Other Supplies and Services

- Out-of-Province/  
Out-of-Canada

# Your Group Benefits



- suggests that you submit a detailed treatment plan with cost estimates before treatment begins. You will then be advised of any benefit that will be provided.

Charges for the following are payable under this expense:

- physician's services
- hospital room and board at standard ward rates. Charges in excess of ward rates are payable, if hospital coverage is provided under this Benefit Program.
- the cost of special hospital services
- hospital charges for out-patient treatment

The amount payable for these expenses will be the reasonable and customary charges less the amount payable by the Provincial Plan.

Charges incurred outside the province of residence for all other Covered Extended Health Care Expenses are payable on the same basis as if they were incurred in the province of residence.

## **ManuAssist**

ManuAssist provides travel assistance for you and your dependents while you are temporarily outside your province of residence. The assistance services are delivered through an international organization, specializing in travel assistance.

Assistance is provided for both Medical and Non-Medical travel emergencies. Services are available during the period that you are covered for Out-of-Province/Out-of-Canada emergency medical treatment, provided under this benefit.

In addition, ManuAssist also provides you and your dependents with Health Advice and Assistance, whenever and wherever such services are needed - whether at home or while travelling.

Details on your ManuAssist benefit are provided below, as well as in your ManuAssist brochure.

## **Medical Emergency Assistance**

A Medical Emergency is a sudden, unexpected injury which occurs or an unforeseen illness which begins while an insured person is travelling outside his province of residence and requires immediate medical attention. Such emergency no longer exists when, in the opinion of the attending physician, the insured person is able to return to his or her province of residence.

### a) **24-Hour Access**

Multilingual assistance is available 24 hours a day, seven days a week, through telephone (toll-free or call collect), telex or fax.

### b) **Medical Referral**

Referral to the nearest physician, dentist, pharmacist or appropriate medical facility, and verification of insurance coverage, is provided.

*Extended Health Care -  
ManuAssist*

# Your Group Benefits

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## c) **Claims Payment Service**

If a hospital or other provider of medical services requires a deposit or payment in full for services rendered, and the expenses exceed \$200 (Canadian), payment of such expenses will be arranged and claims co-ordinated on behalf of the insured person.

Payment and co-ordination of expenses will take into account the coverage that the insured person is eligible for under a Provincial Plan and this benefit. If such payments are subsequently determined to be in excess of the amount of benefits to which the insured person is entitled, Manulife Financial shall have the right to recover the excess amount by assignment of Provincial Plan benefits and/or refund from you.

## d) **Medical Care Monitoring**

Medical care and services rendered to the insured person will be monitored by medical staff who will maintain contact, as frequently as necessary, with the insured person, the attending physician, the insured person's personal physician and family.

## e) **Medical Transportation**

If medically necessary, arrangements will be made to transfer an insured person to and from the nearest medical facility or to a medical facility in the insured person's province of residence. Expenses incurred for the medical transportation will be paid, as described under Medical Services and Supplies - Ambulance.

If medically necessary for a qualified medical attendant to accompany the insured person, expenses incurred for round-trip transportation will be paid.

## f) **Return of Dependent Children**

If dependent children are left unattended due to the hospitalization of an insured person, arrangements will be made to return the children to their home. The extra costs over and above any allowance available under pre-paid travel arrangements will be paid.

If necessary for a qualified escort to accompany the dependent children, expenses incurred for round-trip transportation will be paid.

## g) **Trip Interruption/Delay**

If a trip is interrupted or delayed due to an illness or injury of an insured person, one-way economy transportation will be arranged to enable each insured person and a Travelling Companion (if applicable) to rejoin the trip or return home. Expenses incurred, over and above any allowance available under pre-paid travel arrangements will be paid.



A Travelling Companion is any one person travelling with the insured person, and whose fare for transportation and accommodation was pre-paid at the same time as the insured person's fare.

If the insured person chooses to rejoin the trip, further expenses incurred which are related directly or indirectly to the same illness or injury, will not be paid.

If an insured person must return home due to the hospitalization or death of an immediate family member, one-way economy transportation will be arranged and expenses incurred, over and above any allowance available under pre-paid travel arrangements, will be paid.

## h) **After Hospital Convalescence**

If an insured person is unable to travel due to medical reasons following discharge from a hospital, expenses incurred for meals and accommodation after the originally scheduled departure date will be paid, subject to the maximum shown in part l) of this provision.

### **Visit of Family Member**

Expenses incurred for round-trip economy transportation will be paid for an immediate family member to visit an insured person who, while travelling alone, becomes hospitalized and is expected to be hospitalized for longer than 7 days. The visit **must** be approved in advance by Manulife Financial.

## j) **Vehicle Return**

If an insured person is unable to operate his owned or rented vehicle due to illness, injury or death, expenses incurred for a commercial agency to return the vehicle to the insured person's home or nearest appropriate rental agency will be paid, up to a maximum of \$1,000 (Canadian).

## k) **Identification of Deceased**

If an insured person dies while travelling alone, expenses incurred for round-trip economy transportation will be paid for an immediate family member to travel, if necessary, to identify the deceased prior to release of the body.

## l) **Meals and Accommodation**

Under the circumstances described in parts f), g), h), i), and k) of this provision, expenses incurred for meals and accommodation will be paid, subject to a combined maximum of \$2,000 (Canadian) per medical emergency.

# Your Group Benefits

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## **Non-Medical Assistance**

### **a) Return of Deceased to Province of Residence**

In the event of the death of an insured person, the necessary authorizations will be obtained and arrangements made for the return of the deceased to his province of residence. Expenses incurred for the preparation and transportation of the body will be paid, up to a maximum of \$5,000 (Canadian). Expenses related to the burial, such as a casket or an urn, will not be paid.

### **b) Lost Document and Ticket Replacement**

Assistance in contacting the local authorities is provided, to help an insured person in replacing lost or stolen passports, visas, tickets or other travel documents.

### **c) Legal Referral**

Referral to a local legal advisor, and if necessary, arrangement for cash advances from the insured person's credit cards, family or friends, is provided.

### **d) Interpretation Service**

Telephone interpretation service in most major languages is provided.

### **e) Message Service**

Telephone message service is provided for messages to or from family, friends or business associates. Messages will be held for up to 15 days.

### **f) Pre-trip Assistance Service**

Up-to-date information is provided on passport and visa, vaccination and inoculation requirements for the country where the insured person plans to travel.

## **Health Advice and Assistance**

The following services are available for an insured person when required as a result of an illness or injury:

### **a) After Hours Access to a Registered Nurse**

Toll free telephone access to a registered nurse is available seven days a week, during the hours that a family physician is not readily accessible.

### **b) Medical Advice**

Medical advice will be provided on:

- i) whether the illness or injury can be safely treated at home or will require a visit to a physician or hospital emergency room;
- ii) the type of side effect to expect from a prescribed drug or medicine; and



# Your Group Benefits



iii) other health related services that may be requested or required by the insured person.

c) **Link to 911**

If necessary, an insured person will be immediately linked to their local 911 emergency service for medical assistance.

d) **Follow-Up Call**

Where appropriate, to monitor the care of the insured person, the registered nurse will follow-up with the insured person within 24 hours after the medical advice is provided.

### **Exceptions**

Manulife Financial, and the company contracted by Manulife Financial to provide the travel assistance services described in this benefit, will not be responsible for the availability, quality, or results of any medical treatment, or the failure of an insured person to obtain medical treatment or emergency assistance services for any reason.

Emergency assistance services may not be available in all countries due to conditions such as war, political unrest or other circumstances which interfere with or prevent the provision of any services.

### **How to Access ManuAssist - Your ManuAssist Card**

Your ManuAssist card lists the toll free numbers to call in case of an emergency, while travelling outside your province. The toll free number will put you in touch with the international travel assistance organization.

Your ManuAssist card also lists your I.D. number and group policy number, which the travel assistance organization needs to confirm that you are covered by ManuAssist.

If you do not have a ManuAssist Card, please contact your Plan Administrator.

### **Submitting a Claim**

To submit an Extended Health Care claim, you must complete an Extended Health Care Claim form, except when claiming for physician or hospital expenses incurred outside your province of residence. For these expenses, you must complete an Out-of-Province/Out-of-Canada claim form. Claim forms are available from your Plan Administrator.

All applicable receipts must be attached to the completed claim form when submitting it to Manulife Financial.

All claims must be submitted within 12 months after the date the expense was incurred. However, upon termination of your insurance, all claims must be submitted no later than 90 days from the termination date.

Claims for Out-of-Canada expenses must first be submitted to the Provincial Plan for payment. Any outstanding balances should be submitted to Manulife Financial, along with the explanation of payment from the Provincial Plan.

**Extended Health Care  
Submitting a Claim**

# Your Group Benefits

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## *Extended Health Care- Exclusions*

### ***Exclusions***

*No Extended Health Care benefits are payable for expenses related to:*

- self-inflicted injuries
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion
- committing or attempting to commit an assault or criminal offence
- an illness or injury for which benefits are payable under any government plan or workers' compensation
- charges for periodic check-ups, broken appointments, third party examinations, travel for health purposes, or completion of claim forms
- services or supplies provided by an employer's medical or dental department
- services or supplies for which no charge would normally be made in the absence of insurance
- services or supplies which are not permitted by law to be paid
- services or supplies which are required for recreation or sports
- services or supplies which would have been payable by the Provincial Plan if proper application had been made
- medical treatment which is not usual or customary, or is experimental or investigational in nature
- medical or surgical care which is cosmetic
- services or supplies which are performed or provided by an immediate family member or a person who lives with the insured person
- services or supplies which are provided while confined in a hospital on an in-patient basis
- services or supplies which are not specified as a covered expense under this benefit

### ***Continuation of Coverage***

## *Extended Health Care- Continuation of Coverage*

If a person is disabled when insurance under this Extended Health Care benefit terminates, covered expenses related to the treatment of the disability will continue to be payable by Manulife Financial, for up to 90 days. However, coverage **will** terminate if the disabled person becomes eligible for insurance under another group plan.

You will be considered disabled if you are eligible for disability benefits under any other provision of this Group Benefit Program.

Your dependent will be considered disabled if he or she is receiving medical treatment from a physician and confined to a hospital or to his or her home.

# Your Group Benefits



## ***Drug Benefit For Persons Who Reside In Quebec***

If you and your dependents reside in Quebec, the following provisions apply to your drug benefit coverage.

### ***Covered Drug Expenses***

The following expenses are covered:

- drugs that are on the List of Insured Drugs that is published by the Régie de l'assurance-maladie du Québec (RAMQ List), provided such drugs are on the list at the time the expense is incurred; and
- drugs that are listed as a covered expense in this Benefit Booklet, but are not on the RAMQ List.

### ***Coverage for drugs on the List of Insured Drugs that is published by the Régie de l'assurance-maladie du Québec (RAMQ List)***

The following provisions apply only to the coverage of drugs that are on the RAMQ List. Coverage for all other drugs will be subject to the regular provisions included in this Benefit Booklet:

#### **a) *Benefit Percentage***

Prior to the annual out-of-pocket maximum being reached, the percentage of covered drug expenses payable under this benefit will be as follows:

- i) For any drug on the RAMQ List which is not otherwise covered under the terms of this Benefit, the percentage payable is 75%.
- ii) For any drug on the RAMQ List which is covered under the terms of this Benefit, the percentage payable is the greater of:
  - the benefit percentage stated under The Benefit; and
  - 75%

After the annual out-of-pocket maximum has been reached, the percentage of covered drug expenses payable under this benefit will be 100%.

#### **b) *Annual Out-of-Pocket Maximum***

The annual out-of-pocket maximum is the portion of covered drug expenses which must be paid by you and your spouse in a calendar year, before the percentage payable under this benefit will be 100%. Amounts that will be applied to the annual out-of-pocket maximum are

- i) deductible amounts, and
- ii) the portion of covered drug expenses that is paid by an insured person, when the percentage of covered expenses payable under this benefit is less than 100%.

The annual out-of-pocket maximum for you and your spouse is \$750 each, including those portions of covered drug expenses paid for your dependent children.

# Your Group Benefits

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For the purposes of calculating the out-of-pocket maximum for you and your spouse, those portions of covered drug expenses paid for your dependent children will be applied to the person who is closest to reaching the annual out-of-pocket maximum.

**c) Deductible**

Deductible amounts (if any) for the drug benefit will apply, until the annual out-of-pocket maximum is reached. Thereafter, the deductible will not apply.

**d) Lifetime Maximums**

Lifetime maximums (if any) for the drug benefit will not apply. Drug coverage provided after the lifetime maximum stated under The Benefit is reached is subject to the following conditions:

- i) only drugs that are on the RAMQ List are covered, and
- ii) the percentage payable by Manulife Financial for covered expenses is 75%.

**e) Eligible Dependent Children**

Your eligible dependent children who are in full-time attendance at an accredited educational institution will be covered until the later of:

- i) the age specified in this Benefit Booklet (please refer to definition of child in the Explanation of Common Insurance Terms), and
- ii) age 26.

Drug coverage provided for dependent children after the age stated in this Benefit Booklet is subject to the following conditions:

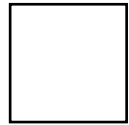
- only drugs that are on the RAMQ List are covered, and
- the percentage payable by Manulife Financial for covered expenses is 75%.

**f) Termination Age**

Provided you are otherwise eligible for the drug benefit, the Termination Age (if any) for the drug benefit will not apply. Drug coverage provided after the Termination Age specified under The Benefit is subject to the following conditions:

- i) only drugs that are on the RAMQ List are covered,
- ii) a calendar year deductible of \$100/individual; \$200/family applies to covered expenses,
- iii) the percentage payable by Manulife Financial for covered expenses is 75%,
- iv) the Annual Out-of-Pocket Maximum is \$750, and
- v) the premium required for the drug coverage is the premium for Extended Health Care

# Your Group Benefits



## Coverage for drugs that are listed as a covered expense in this Benefit Booklet but are not on the RAMQ List

Coverage for drugs that are listed as a covered expense under this Benefit but not on the RAMQ List will be subject to all the standard provisions included in this Benefit Booklet.

## Dental Care

If you or your dependents require any of the dental services specified under Covered Expenses, your Dental Care benefit can provide financial assistance.

Payment of Covered Expenses is subject to any maximum amounts shown below under The Benefit and in the expenses listed under Covered Expenses.

Claim amounts that will be applied to the maximum are the amounts paid after applying the Deductible, Benefit Percentage, and any other applicable provisions.

*Dental Care*

### The Benefit

**Deductible** - \$25 Individual, \$25 Family, per calendar year(s)

*Dental Care - The Benefit*

### - Deductible Carry-Forward

Covered Expenses used to satisfy the deductible in the last 3 months of the calendar year may also be used to satisfy the deductible in the following calendar year.

### - Common Accident

If the members of one family incur Covered Expenses due to the same accident, only one individual deductible will apply for all such expenses.

**Dental Fee Guide** - Current Fee Guide for General Practitioners for your Province of Residence

If you reside in Alberta, the current Fee Guide is considered to be the 1997 Alberta Dental Association Fee Guide for General Practitioners plus inflationary adjustment as determined by Manulife Financial

### Benefit Percentage (Co-insurance) -

80% for Level I - Basic Services

80% for Level II - Supplementary Basic Services

### Benefit Maximums

\$1,000 per calendar year combined for Level I and Level II

**Termination Age** - employee's age 70 or retirement, whichever is earlier

### Waiting Period

3 months for employees hired on or prior to the Group Policy Effective Date  
700 hours worked for all other employees

# Your Group Benefits

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## ***Covered Expenses***

The following expenses are covered if they:

- are incurred for the necessary dental care of an insured person while insured under this benefit
- are incurred for services provided within the scope of the licence of the person providing the service
- are reasonable as determined by Manulife Financial, taking all factors into account, and
- do not exceed the fees recommended in the Dental Fee Guide, or reasonable and customary charges as determined by Manulife Financial, if the expenses are not listed in the Dental Fee Guide.

## ***Level I - Basic Services***

- one complete oral exam during any 2 calendar years
- full-mouth x-rays during any 2 calendar years
- one unit of light scaling and one unit **of** polishing twice per calendar year, or prophylaxis (light scaling and polishing) twice per calendar year, when the service is performed in Quebec
- recall exams, bitewing x-rays, and fluoride treatments, twice per calendar year
- routine diagnostic and laboratory procedures
- initial oral hygiene instruction, plus one recall
- fillings, retentive pins and pit and fissure sealants
- pre-fabricated full coverage restorations (stainless steel crowns), excluding crowns of porcelain fused to metal, acrylic, plastic, gold, porcelain and other substances
- space maintainers (appliances placed for orthodontic purposes are not covered)
- minor surgical procedures and post surgical care
- extractions (including impacted and residual roots)
- consultations, anaesthesia, and conscious sedation
- denture repairs, relines and rebases
- injection of antibiotic drugs when administered by a Dentist in conjunction with dental surgery

***Dental Care - Covered Expenses***

***Dental Care - Level I Basic Services***

# Your Group Benefits



## **Level II - supplementary Services**

- surgical procedures not included in Level I (excluding implant surgery)
- periodontal services for treatment of diseases of the gums and other supporting tissue of the teeth, including:
  - scaling not covered under Level I, and root planing, up to a combined maximum of 16 units per calendar year;
  - provisional splinting; and
  - occlusal equilibration, up to a maximum of 8 units per calendar year
- endodontic services which include root canals and therapy, root amputation, apexifications and periapical services

## **Alternate Treatment**

Where any two or more courses of treatment covered under this benefit would produce professionally adequate results for a given condition, Manulife Financial will pay benefits as if the least expensive course of treatment were used. Manulife Financial will determine the adequacy of the various courses of treatment available, through a professional dental consultant.

## **Late Entrant Limitation**

If you or your dependents become insured for dental benefits more than 31 days after you first become eligible to apply, the amount payable in the first 12 months of coverage will be limited to \$125 for each insured person.

## **Pre-Determination of Benefits**

If the cost of any proposed dental treatment is expected to exceed \$400, Manulife Financial suggests that you submit a detailed treatment plan, available from your dentist, before the treatment begins. You can then be advised of the amount you are entitled to receive under this benefit.

## **Work in Progress When Coverage Terminates**

Covered expenses related to dental treatment that was in progress at the time your dental benefits terminate (for reasons other than termination of the Group Policy or the Dental Care Benefit) are payable, provided the expense is incurred within 31 days after your benefit terminates.

## **Submitting a Claim**

To submit a claim, you and your dentist must complete a Dental Claim form which is available from your Plan Administrator.

All claims must be submitted within 12 months after the date the expense was incurred. However, upon termination of your insurance, all claims must be submitted no later than 90 days from the termination date.

**Dental Care- Level II -  
Supplementary  
Services**

**Dental Care- Alternate  
Treatment**

**Dental Care- Late  
Entrant Limitation**

**Dental Care-  
Pre-Determination of  
Benefits**

**Dental Care- Work in  
Progress When  
Coverage Terminates**

**Dental Care-  
Submitting a Claim**

# Your Group Benefits

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## **Dental Care- Exclusions**

### **Exclusions**

*No Dental Care benefits will be payable for expenses resulting from:*

- e self-inflicted injuries
- e war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion
- e committing or attempting to commit an assault or criminal offence
- e dental care which is cosmetic
- e broken dental appointments
- e services which are payable by any government plan
- e services or supplies provided by an employer's medical or dental department
- e services or supplies for which no charge would normally be made in the absence of insurance
- e treatment rendered solely to correct the vertical dimension or temporomandibular joint dysfunction
- e replacement of removable dental appliances which have been lost, mislaid or stolen
- e laboratory fees which exceed reasonable and customary charges
- e services or supplies which are performed or provided by an immediate family member or a person who lives with the insured person
- e implants, or any services rendered in conjunction with implants
- e treatment which is not generally recognized by the dental profession as an effective, appropriate and essential form of treatment for the dental condition
- e services or supplies which are not specified as a covered expense under this benefit

## **Survivor Extended Benefit**

### **Survivor Extended Benefit**

If you die while your dependents are insured under this Group Benefit Program, Manulife Financial will continue the Extended Health Care and Dental Care benefits without payment of premium, until the earliest of:

- the date your dependent is no longer a dependent, according to the definition of dependent (see Explanation of Common Insurance Terms),
- the date similar coverage is obtained elsewhere,
- the date which is 2 years from your death, or



# Your Group Benefits

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- the date the Group Policy terminates.

# Your Group Benefit Program

*Your Group Benefit Program has been arranged by:*

John W. Davis  
MGM Insurance Agency Ltd.  
12 Grosvenor Court  
Thornhill, Ontario  
L3T 5T5  
( 905 ) 889 - 9372



11/11/2023 10:11:11 AM