



# **COLLECTIVE AGREEMENT**

between

**Metro Radio Group**

and

**THE COMMUNICATIONS, ENERGY &  
PAPERWORKERS  
UNION OF CANADA (CEP)**

Effective from

1 March 1999

to

28 February 2001

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# METRO RADIO GROUP

## ARTICLE 1 - INTENT

### 1.1

It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the utmost cooperation and friendly spirit between the Company and its employees to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances. To this end, this Agreement is signed in good faith by the two parties.

### 1.2

It is agreed that this Agreement is the only Agreement between the Employer and its employees and that it supersedes any arrangements made before the signing of this Contract. It is further agreed that the terms and conditions outlined herein are minimums.

### 1.3

The parties to this Agreement agree that they have a responsibility to enforce compliance with the terms and conditions to this agreement. To this end the Company assumes the responsibility that all of its supervisory and management staff, in a consistent manner, will adhere to and enforce this agreement.

#### 1.3.1

The Union agrees to instruct its officer's, stewards, and members to cooperate with the Company in carrying out the terms and requirements of the Agreement and to fulfill their responsibilities as employees of the Company.

### 1.4

In order to establish and foster an interchange of ideas and information on matters of mutual interest and concern, there shall be a Labour/Management Committee established. The Committee shall meet on a quarterly basis (or as otherwise agreed by the parties) coincident with the signing of the Collective Agreement. The members of the Committee shall consist of full-time employees as follows:

- a) up to three (3) bargaining unit employees from different functional groups;
- b) up to three (3) management representatives;
- c) a National Representative of the Union and the Director Employee Relations may also attend.

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The Committee shall meet on an informal basis at a time convenient to the parties. The Bargaining Unit members shall be released without loss of pay or other benefits for the duration of the meeting if the Committee meets during a member's scheduled tour of duty. There shall be no minutes of meetings and all discussions will be on a without prejudice basis. The parties will adhere to the principles of Interest Based Negotiation (IBN) during Labour Management Committee meetings. The Committee can discuss and/or agree on any matters that the parties mutually agree upon. If such agreements require the waiver or amendment of the Collective Agreement then the appropriate documentation will be prepared, ratified and signed by the Union and the Company.

## **ARTICLE 2 - DEFINITIONS & EMPLOYEE CATEGORIES**

### **2.1 Employee**

The term "employee" as used in this Agreement shall mean any person, either male or female, employed in the classification referred to in Article 2.2.

#### **2.1.1**

Wherever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender.

#### **2.1.2**

The terms "employer" and/or "Company" as used in this Agreement shall mean Newcap Inc., carrying on business as Metro Radio Group

### **2.2 Bargaining Unit**

The Company recognizes the Union as the exclusive bargaining agent for all persons defined by the Canada Labour Relations Board in its decisions of;

#### **CHUM - July 10th, 1995.,**

all employees of CJCH 920/C100-FM Division of CHUM Limited, excluding station manager, general sales manager, retail sales manager, account executives (salespersons), FM program director, AM program director, chief engineer, news and information director, station manager's secretary, casual employees, and accounting/traffic manager".

#### **Metro Radio Group - July 8, 1996,**

all employees of Metro Radio Group employed at radio stations that it either owns or manages, excluding vice-president sales, operations manager, general sales manager, marketing consultant, sales administrative assistant, program director, sales marketing coordinator, chief engineer, news director, summer students and casual employees".

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### 2.2.1

The parties agree to make a joint application to the Canada Labour Relations Board to combine and amend the Certificates to read as follows:

all employees of Metro Radio Group employed at radio stations that it either owns or manages, excluding Vice-president and General Manager and those above that rank, Vice-president - Sales and Marketing, Director of Marketing, Account Executives, Sales Administrative Assistant / Office Manager, Director of Programming, Program Directors (2), News Directors (2), Director of Engineering, Accounting / Traffic Manager.

### 2.3

All employees covered by this Agreement shall be considered full-time permanent employees except as otherwise defined.

#### 2.3.1 Probationary Employees

A probationary employee is an employee hired for a regular full-time job but who has not yet completed three (3) months of continuous and uninterrupted employment with the Company. Time lost by probationary employees for personal or health reasons shall not be counted toward the completion of this three (3) month period.

Part-time Employees shall serve a probationary period of sixty **(60)** days work or one (1) year whichever comes first

##### 2.3.1.1

An employee on probation shall have his work performance reviewed in writing midway through and before the completion of his probationary period by the Company. The Company may then elect to grant the employee status of regular employee or may extend his probationary period for a period not to exceed a further three (3) months (60 days worked or 1 year whichever comes first for part-time) when a final decision must be reached. The work performance review is not subject to the Grievance Procedure as per Article 7. The Company may release the probationary employee at any time.

If the Company fails to notify the employee prior to the expiration of this three (3) months **(60)** days work or **1** year whichever comes first for part-time) probationary period that he has been confirmed or, alternatively, that they wish to extend his probationary period, he shall be deemed to be confirmed as a regular full-time employee or regular part-time employee as the case may be.

#### 2.3.2 Part-time employees

**A** part-time employee is a person who is hired on a continuing basis for a specific purpose. His regular weekly hours will be no more than twenty-one (21) hours per week.

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### **2.3.2.1**

The Company will not use more than one part-time employee if the effect of employing those part-time employees enables the Company to avoid the necessity of hiring a full-time employee.

### **2.3.2.2**

**A** part-time employee is subject to the provisions of the collective agreement as would be a full-time employee except for the following Articles which are not applicable: 9, 11, 13, and 15. It is understood that the provisions of the Canada Labour Code apply instead.

### **2.3.3 Temporary Employee**

**A** temporary employee is a person who is hired to replace a fulltime bargaining unit employee absent on vacation, leave or prolonged sickness, or to meet an extra workload. He is subject to the provisions of the Collective Agreement as would be a full-time employee, except for the following Articles which are not applicable: 9, 11 and 13.

#### **2.3.3.1**

**A** temporary employee with more than twelve (12) months total service in any eighteen (18) month period will be considered a full-time employee.

### **2.4**

The Company will not use a part-time or temporary or casual employee if it results in the layoff of a full-time employee or if there is a full-time employee on layoff in that classification, or if it would prevent the hiring of a full-time person to that classification.

### **2.5**

The wages and benefits paid to temporary and part-time employees shall be based on time actually worked. **A** part-time employee's hourly rate shall be calculated by dividing the applicable rate (i.e. Probationary or Job Rate) of the relevant classification by the regular weekly hours of the job classification.

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### **2.6 Functional Group**

Wherever the term Functional Group is used in this Agreement, it shall denote any of the following groups:

<b>A</b>	Production Assistant/Operator
<b>B</b>	Reception
<b>C</b>	Traffic Clerk
<b>D</b>	Creative Writer
<b>E</b>	Promotions Director
<b>F</b>	Sales Assistant
<b>G</b>	Accounting Clerk
<b>H</b>	Broadcast Engineer
<b>I</b>	Producer
<b>J</b>	News
<b>K</b>	Creative Director
<b>L</b>	FM Morning Announcer
<b>M</b>	FM Midday Announcer
<b>N</b>	FM Drive Announcer
<b>O</b>	FM Swing Announcer
<b>P</b>	FM Morning CO-Host
<b>Q</b>	AM Morning Announcer
<b>R</b>	AM Morning CO-Host
<b>S</b>	Programming Assistant
<b>T</b>	Programming Secretary
<b>U</b>	News Supervisor

### **2.7**

**A** working day or working days with reference to procedures outlined in this Agreement, specifically grievance procedures and any other procedures which require a specific number of days for a response, shall exclude Saturdays, Sundays, and Statutory Holidays.

### **2.8**

In the case of discrepant intents between “RECAPS” and article language, the latter shall prevail.

### **2.9**

Regular Weekly Salary shall mean the remuneration an employee receives for his week’s work, excluding talent fees, overtime and any other premiums or penalties.

### **2.10**

Basic rate shall equal the regular weekly salary of an employee divided by the regular weekly hours of work for that employee’s job classification.

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### **2.11**

Automation or technological change means:

- (a) the introduction by the employer into his work, undertaking, or business of equipment or material of a different nature or kind than that previously utilized by him in the operation of the work, undertaking or business; and
- (b) a change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction **of** that equipment or material.

### **2.12 Tour of Duty**

A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day, calculated to the end **of** the last quarter (1/4) hour in which work was performed. If a tour of duty extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts

## **ARTICLE 3 - MANAGEMENT'S RIGHTS**

### **3.1**

The Union recognizes that it is the exclusive function of the Company to operate and manage its business and direct the workforces.

Without limiting the generality of the preceding paragraph, the following rights are included:

- (a) to determine the location, number and size of plants, and portions thereof;
- (b) to determine the choice of machines and technical equipment, the procedures and standards of operations and the contents of programs;
- (c) to decide the number of employees and the operating schedule;
- (d) to select, hire, promote, transfer, layoff, suspend, discipline, or discharge an employee for just cause and to maintain order and efficiency of the employees, subject to the right of an employee to file a grievance;
- (e) to supervise the work force, to make, alter and amend reasonable rules of conduct and procedures for employees, and to enforce same.

All this subject to the limitations of this Agreement.



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### ARTICLE 4 - UNION RIGHTS

#### 4.1

Whereas both parties agree that employees are free to join or not to join the Union, the Company agrees to inform new Bargaining Unit employees, before hiring, that CEP is the certified bargaining agent and, at

the same time, to show each new bargaining unit employee a copy of the individual wage scales applicable to the job function which he/she will perform. Further, the Company will inform the Union, in writing, upon hiring a new bargaining unit employee, of the name of the employee, and his/her wage rate and his/her address.

#### 4.2

The Company shall, as a condition of employment, deduct from each bargaining unit member, an amount equal to the uniform dues and assessments as levied by the Union. The dues are to be based on the gross weekly earnings, including overtime, beginning with the date of hiring in the bargaining unit. The present rate of deduction is equal to one and two thirds percent (1.666%) of gross earnings. The Company will be notified by Registered Mail of any changes in the present rate of deduction.

#### 4.3

The Company agrees to remit the monies so deducted to the nominee of the President of the Union not later than the fifteenth (15th) day of the following month. The Company, when remitting such dues, shall name the employees from whom deductions have been made, the respective amounts deducted and the names of the employees within the bargaining unit who have left or joined the Company since the last payment.

#### 4.4

When the Income Tax T4 slips are made available, the Employer shall include, on the slip, the amount of Union dues paid by each bargaining unit member in the previous year.

#### 4.5

The Company shall notify, in writing, the acting Senior Executive of the Local Union, or his designee, with a copy to the Regional Office of the Union, of the following information.

- (a) a list of employees showing their names, addresses and classifications ranked according to seniority;
- (b) job postings and salaries of new hires and notification of intent to leave a position vacant;
- (c) promotions, demotions and transfers;
- (d) merit increases;

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- (e) hirings, discharges, suspensions, written warnings, resignations, retirements and deaths;
- (9)** job classifications and job definitions;
- (g) information relating to salaries and fringe benefits, including pension and medical plans;
- (h) the details of any arrangements made with employees beyond the terms of this Agreement (e.g. cars, taxi allowances, extra vacation);
- (i) confirmations or extensions of probationary periods;

for all employees within the Bargaining Unit on a current basis.

### 4.5.1

Student apprentices who are not bargaining unit employees covered by this Collective Agreement shall nevertheless be advised in writing as to their terms of service as student apprentices and a copy of such advisory shall be delivered to the Union in accordance with the opening paragraph of Article 4.5.

### 4.6

The Union may post on the bulletin board supplied by the Company and/or advise bargaining unit employees via the company's voicemail of notice of union meetings, social affairs or any business matters of the Union provided that such postings and/or voicemails are not offensive or derogatory. Copies of all postings and voicemails will be provided to the Company at the time of posting or inclusion in the voicemail system.

### 4.7

Upon request by the Union, the Company will release, without loss of pay or other benefits, up to three (3) employees for negotiations meetings. It is understood that not more than one (1) employee from each functional group shall be so released at any one time. They will not be required to perform any job function and will be required to refrain from attending at the work place, on the days they are released for negotiations until after normal business hours. This obligation on the company to pay employees for participation in negotiations shall cease upon the appointment of a conciliation officer.

### 4.7.1

**A** leave of absence without pay shall be granted, if on-air operationally possible, to two employees at a time and up to a maximum of ten (10) working days per year per employee to conduct Union business. If operationally possible, the Company will allow an employee to exceed the ten (10) day maximum if he is elected to the Executive Council of the Union. **All** requests for such leave shall be submitted at least fifteen (15) working days in advance.

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### **4.7.2**

Leave provided for in Articles 4.7 and 4.7.1 shall not constitute a break in continuity of service in the computation of seniority. An employee receiving leave provided for, as outlined in 4.7 and 4.7.1, shall continue to receive all the appropriate benefits contained in this Agreement.

### **4.7.3 Access to Premises**

Upon reasonable notification, the Company will permit access to its premises by an accredited Union official to observe whether the provisions of this Agreement are being complied with. Such visits shall be at reasonable hours and so as not to interfere with the normal operations of the Company and the Union official shall be accompanied by a representative of Management.

## **ARTICLE 5 - NONDISCRIMINATION**

### **5.1**

There shall be no discrimination by the Employer in refusing to continue to employ or, during the course of employment, to differentiate adversely in relation to an employee for reasons of race, national or ethnic origin, colour, religion, sexual orientation, marital or parental status, conviction for which a pardon has been granted or for which a full sentence has been served, physical handicap, membership in a trade union, political affiliation or activities, or age, unless such discrimination is based upon a bona fide job requirement.

### **5.2**

The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives because of an employee's membership or non-membership in the Union, or because of his activity or lack of activity in the Union.

## **ARTICLE 6 - STRIKES, LOCKOUTS & STRIKE-BREAKING**

### **6.1**

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there will be no strikes, picketing, slowdown or stoppage of work, either complete or partial and the Company agrees that there will be no lockouts.

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### **6.2**

The Company recognizes the employee's right to refuse to work at any Radio or TV station, transmitter, studio, or property where a legal strike is in progress. Further, the Company also recognizes the employees' right to refuse to supply programming solely for a company that is on strike or is locked out.

### **6.3**

No employee shall be penalized in any manner for crossing or refusing to cross a legally constituted picket line.

#### **6.3.1**

An employee has the right to refuse to cross a legally constituted picket line around Company premises, however, the employee shall not be paid for any time not worked.

### **6.4**

Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company as Step 2 of the Grievance Procedure.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

### **7.1**

It is mutually agreed that it is the spirit and intent of this Agreement to adjust as quickly as possible grievances arising from the application, administration, interpretation, or alleged violation of this Agreement. In the event of a dispute between any member or members of the bargaining unit and the Company in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for the adjustment and settlement thereof.

#### **STEP 1**

Within ten (10) working days following the event or knowledge by the employee of the events on which the grievance is founded, or which gave rise to the grievance, the employee may take the matter up with his department head, or his designee, by presenting the grievance in writing. The employee shall be accompanied or represented by a member of the Grievance Committee. The department head or his designee shall reply in writing within ten (10) working days of the presentation of the grievance. Failing a settlement of the grievance, or a reply in writing, the employee may proceed to Step 2.

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### STEP 2

Within five (5) working days from the expiration of the second ten (10) day period referred to in Step 1, the employee, accompanied by the Grievance Committee, comprising up to three employees and a representative of the Regional Office of the Union, if so desired, may take the matter up with the General Manager or his designee. The written grievance and reply, if any, completed in Step 1 must be presented. The General Manager or his designee shall reply in writing within seven (7) working days from the presentation of the grievance under Step 2.

### Step 3

Unresolved grievances shall then be referred to the General Manager or his designee and the Union Regional Office representative and Local President for further discussion and consideration. Should the grievance remain unresolved, the dispute may, by written notice of either party to the other party, be submitted to binding and final arbitration.

#### 7.1.1

Notwithstanding Article 7.1, any grievance concerning the discharge of an employee may be submitted directly to the Station Manager or his designee at Step 2 within ten (10) calendar days of the discharge.

#### 7.2

If either of the parties considers that this Agreement is being misunderstood, misinterpreted or violated in any respect by the other, the matter may be submitted as a written grievance and discussed between representatives of the Company and the Union Grievance Committee who may be accompanied by a Union representative. If not satisfactorily settled within ten (10) working days of the above meeting, either party may refer the matter to arbitration.

#### 7.3

If either party, following the exercise of the grievance procedure, wishes to refer a matter to arbitration as provided in Article 7 here of, it shall, within thirty (30) days of the completion of the last meeting contemplated in Step 3 hereof, give to the other party to this Agreement written notice of its intention to arbitrate, at the same time specifying one of the following list of arbitrators as being not acceptable:

Innis Christie  
Greg North  
Bruce Outhouse  
Judge J.A. MacLellan  
Peter Darby

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The party receiving the said notice of intention to arbitrate shall, within two (2) working days, by way of telephone acknowledge receipt of the said notice, and at the same time, specify one of the remaining list of arbitrators as being not acceptable; thereafter, the party submitting the matter to arbitration shall reciprocate by striking one of the remaining arbitrators from the list and the parties shall continue to alternate striking names from the list until such time as a single name remains on the list and he shall be deemed thereby to have been appointed the arbitrator to hear the matter in dispute by mutual agreement of the parties, and he shall be notified forthwith as provided for in the letter in Appendix "A" to this Agreement. In the event that the arbitrator so appointed should prove unable to hear the case, the selection process shall be repeated again from the beginning.

### **7.3.1**

The hearing must commence within six (6) weeks (or as mutually agreed by both parties) from the date of acceptance by the arbitrator to the hearing of the grievance.

### **7.3.2**

Should no arbitrator from the panel be available, and failing agreement in selecting an alternate arbitrator, either party may request the Minister of Labour to appoint an arbitrator.

### **7.3.3**

The decision of the arbitrator shall be final and binding upon the parties and upon any employee affected by it.

### **7.3.4**

The parties will jointly bear the expenses of an arbitrator in equal portions.

### **7.4**

At any stage of the Grievance Procedure, including arbitration, all reasonable arrangements will be made to permit the conferring parties to have the assistance of the employees concerned and any necessary witnesses, to have access to the plant, and to view disputed operations, provided that such arrangements do not cause unnecessary cost to the Company or interfere with Company operations.

### **7.5**

If it is determined by the arbitrator that any employee has been suspended or discharged, or otherwise disciplined for proper cause, the board may change or amend such penalty and give an award that seems just and reasonable in all circumstances.

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### 7.6

If it is determined by the arbitrator that any employee has not been suspended, discharged or disciplined for proper cause, the board may make any decision which is just and equitable and which may or may not include full reinstatement of the employee. The arbitrator shall have the jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the grievance or dispute, but shall not have any jurisdiction or authority to alter in any way or to add to or to subtract from or modify any of the terms of this Agreement.

### 7.7

Any and all time limits fixed by this Article may be extended or shortened by mutual agreement between the Company and the Union.

### 7.8

No persons may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

### 7.9

Notwithstanding the formal arbitration procedure in the preceding Articles, the parties undertake to refer all grievances which are still outstanding subsequent to Step 3 of the Grievance Procedure to an Expedited Mediation/Arbitration Procedure. Either party can exercise its right to proceed to formal arbitration regardless; however, the parties anticipate that this would normally apply only to dismissal or Policy grievances.

- a) The parties agree that the Expedited Mediation/Arbitration Procedure is an informal and accelerated dispute resolution mechanism to facilitate a speedy settlement of grievances by a sole mediator/arbitrator referred to as "the Chair".
- b) The sole mediator/arbitrator shall be Bruce Outhouse. In the event that Bruce Outhouse cannot meet with the parties within the time limits of the Collective Agreement, the parties shall request another arbitrator, selected in accordance with Clause 7.3, to assist the parties in accordance with this Expedited Mediation/Arbitration Procedure.
- c) The grievance shall be presented at hearings held under this procedure by representative(s) of the Company and the Union and neither party **will** designate a representative who is a dues paying member of any Law Society.
- d) The parties shall meet at least one (1) week prior to the hearing in order to exchange: a copy of any document they intend to use during the hearing (including precedents, authorities) and a list of witnesses. This meeting shall also be used for the purpose of reviewing the grievance and, in collaboration, endeavouring to establish an Agreed Joint Statement of Facts. If either party becomes aware of additional

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information after this meeting then the other party shall be advised of that information immediately.

- e) The parties shall endeavour to minimize the use of witnesses in the Expedited Mediation/Arbitration Procedure.
- f) The other provisions of the Collective Agreement shall fully apply to the Expedited Mediation/Arbitration Procedure except to the extent they are modified by this Expedited Mediation/Arbitration Procedure.
- g) The hearing shall be governed by the following parameters:
  - i) Pursuant to Article 7.9 d) above, a brief of the documents, precedents, authorities, list of witnesses and, if possible, an Agreed Joint Statement of Facts will be provided to the Chair at least a day prior to the scheduled hearing.
  - ii) All presentations are to be short and concise with:
    - 1) A comprehensive Opening Statement that deals with the facts and Articles of the Collective Agreement upon which reliance is placed.
    - 2) The response to the Opening Statement will cover any facts which are in dispute and any additional facts.
    - 3) As most facts will have been agreed upon, witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
    - 4) Arguments will be presented only to points in issue and should not exceed one (1) hour in duration or five (5) typed pages of single spacing.
    - 5) Unless both parties agree, written submissions, precedents or authorities shall not be delivered to the Chair after the hearing.
    - 6) The Chair shall have the power to accept any evidence which is believed to be reliable and relevant, whether allowed as evidence in a Court of Law or not, and shall give it the appropriate consideration and weight in reaching a decision.
    - 7) The hearing will be conducted in an informal manner.
    - 8) The parties will endeavour to ensure that the hearing does not exceed eight (8) hours.
    - 9) In addition, the Chair is encouraged to mediate the issue at any stage as the representatives have the authority to settle the issue at the table.
- h) At the conclusion of the hearing the Chair's decision shall be in accordance with the following parameters:
  - i) Rendered verbally either immediately or, at the latest, within three (3) working days of the hearing.
  - ii) Confirmed in writing within three (3) calendar weeks of the hearing.
  - iii) The written decision shall set forth a brief explanation of the facts and the terms of the Collective Agreement and/or law relied upon for the decision.



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- iv) Without precedent or **prejudice** to future proceedings unless otherwise agreed in writing by the parties.
- v) Binding on both parties.
- vi) Consistent with the terms of the Collective Agreement.

### **ARTICLE 8 - REPORTS ON PERFORMANCE**

#### **8.1**

Any formal disciplinary measure taken against an employee shall be communicated to that employee in writing with a copy to the Union within ten (10) working days of the Employer having knowledge of the events giving rise to the necessity for discipline and that disciplinary measure shall form part of the employee's personal personnel record for a period of two (2) years. If this procedure is not followed, neither the notice nor the events which gave rise to the notice shall form part of the employee's record or affect his job status or be used against him in any way. Any written response received from the employee within ten (10) working days shall also be placed on his file. An employee, upon reasonable request, shall be permitted to review his file in the presence of his department head.

#### **8.2**

**At** the employee's discretion, he may take an available Union officer with him to any disciplinary meeting involving his supervisor or management personnel.

#### **8.3**

Dismissal, Discipline or Letter of Reprimand of an employee shall be only for just and sufficient cause. It is agreed that dismissal, discipline and letters of reprimand may be subject to the Grievance Procedure. An employee dismissed for just and sufficient cause shall be entitled to receive all accrued vacation and holiday pay.

#### **8.4**

An employee may be demoted only at his own request with the consent of the Company, or as a result of a layoff as described later in this agreement.

#### **8.5**

Voicemail cannot be used as part of the disciplinary process contemplated in Article 8.1.

##### **8.5.1**

An employee can obtain a written copy of a voicemail regarding his performance by forwarding the voicemail back to the original sender with a request that a written copy be provided.

**ARTICLE 9 - SENIORITY RIGHTS**

**9.1**

Company seniority shall be deemed to have commenced from the date of hiring into the bargaining unit by the Company and shall be equal to the length of continuous service.

**9.1.1**

Seniority shall not be established until the probationary period has been served but shall then count from the date of engagement.

**9.2**

Functional Group Seniority shall be measured by the length of Company seniority within the functional group as defined in Article 2.6.

**9.3**

The seniority of an employee may be affected according to the following situations:

- a) an employee with seniority of one (1) year or more who resigns may take his accumulated seniority up to the time of resignation if he is rehired as an employee of the Company within twelve (12) months after he resigns;
- b) an employee who is laid off retains his seniority for six months if at the time of lay-off he has less than two (2) years of service; for twelve months if at the time of layoff he has between two and five years of service and for twenty-four months if at the time of layoff he has in excess of five years service; upon the expiration of an employee's seniority rights in accordance with the terms of this table, he shall be considered as being discharged;
- c) on a leave of absence without pay, the seniority of an employee shall cease to accumulate except for an employee with three (3) or more years of service who shall see his seniority accumulate for one (1) month for each year of past service to a maximum of twelve (12) months;
- d) on a leave of absence without pay of less than one (1) month, the seniority of an employee shall not be affected.

**9.4**

Both the Union and the Company agree that when the Company determines that a vacancy exists in the classifications within the Bargaining Unit, or the Company is in need of additions to the Management Group, the employees of the Company shall be given an opportunity to apply for the job. The Company will post for at least five (5) days (one hundred and twenty (120) hours) the bargaining unit or management positions open and employees may file applications for the positions.

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Qualifications for a given position which can be identified and objectively articulated shall be included in the notice posted.

Positions in the bargaining unit in Functional Groups B, C, F, G, S and T, shall be awarded by Company seniority provided the employee meets the qualifications as posted for the position.

For the remaining job classifications, it shall be the exclusive function of the Company to assess the qualifications, training, experience, talent and abilities of all applicants for any given job opening and to award the position to the applicant who, in its opinion, best meets the requirements of the job. This function must be exercised in a bona fide, non-arbitrary and nondiscriminatory manner.

Notwithstanding Articles 2.3.2.2 and 2.3.3, part-time and temporary employees may file applications and be considered pursuant to this Article for posted positions.

### **9.4.1**

An employee who has completed his probationary period as provided for in Article 2.3.1 will not be required to complete an additional probationary period; however, an employee promoted or transferred to another classification or another job function requiring a different skill will perform on a six (6) month trial basis for on-air positions and a three (3) month trial basis

for non-on-air positions. If the Company, while not acting in bad faith or in a discriminatory manner, concludes that he is unsuited for the new position, it may remove him from that position. The employee's previous position, seniority and salary will be made available to him. At the conclusion of a successful trial period, the employee's promotion or transfer will be made permanent and he will be so advised in writing. In all cases of trial, promotion and/or transfer, the higher classification will be paid. Employees on a trial basis shall receive a written evaluation during the second month of their trial period. On-air positions will receive an additional evaluation during the fourth month of their trial period.

### **9.4.2**

Should an applicant for promotion or transfer be unsuccessful, it is agreed that Management will discuss with the employee, if so requested, why his/her promotion or transfer was denied and will bring to the employee's attention any shortcomings which may affect his/her opportunities for advancement.

### **9.4.3**

The Company shall endeavour to post any notice of vacancy received from other Company Divisions. This posting is for information purposes only and the provisions of the Collective Agreement do not apply.

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### **9.5**

Without his consent, no employee shall be permanently transferred to another job classification and the employee will not be penalized for such refusal.

#### **9.5.1**

No employee shall be transferred to a position outside the Bargaining Unit without his consent, and the employee will not be penalized for such refusal.

#### **9.5.2**

An employee having attained one (1) or more years of service may refuse a transfer to another location without prejudice to his actual employment.

### **9.6**

When the Company determines that a reduction in the workforce is required, the Union will be informed of the proposed number of employees to be laid off and the effective date of the layoffs.

#### **9.6.1**

Except in the event of circumstances beyond the control of the Company, the Union will be provided with the information in Article 9.6 prior to the effective dates of the proposed layoffs as follows:

- a) at least two (2) months in advance; or,
- b) at least three (3) months in advance if the proposed layoffs involve five (5) or more employees; or,
- c) at least three (3) months in advance if the proposed layoffs are the result of automation.

#### **9.6.2**

Within two (2) days after the information is provided to the Union in accordance with Article 9.6.1, the Company will advise all employees of the same information, in writing, as well as by voicemail or at a meeting scheduled by the Company.

At that time, the employees will also be advised of the following:

- a) the date of a meeting between the Company and the Union which will already have been scheduled within seven days of the date on which the employees receive the information of the proposed layoffs; and,

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- b) the employees will be advised to inform their Department Head or the Union of any ideas regarding the proposed layoffs with respect to: early retirement, voluntary termination with severance package, work sharing, leaves of absence, etc. and which jobs they believe they can perform in other Functional Groups pursuant to the criteria in Article 9.6.4.

For the purposes of this Article the letter in Appendix C shall be used.

### 9.6.2.1

At the meeting pursuant to Article 9.6.2 a), the Company and the Union will review: any ideas provided by employees as contemplated by Article 9.6.2 b), the positions which might be eliminated, which employees will be laid off as per Article 9.6.3, the exercise of displacement rights as per Article 9.6.4, the amount of severance plus any other matters which are as a result of the proposed layoffs.

### 9.6.2.2

Within five (5) days after the meeting pursuant to Article 9.6.2 a), the Company will advise the Union of its decision regarding the layoffs and handling thereof.

### 9.6.2.3

Within three (3) days of the Company advising the Union pursuant to Article 9.6.2.2, the affected employees shall be provided with written notice which will include any options which the Company may have decided to implement (e.g. early retirement, voluntary termination with severance, displacement rights, etc.) as well as the effective date of layoff as initially provided to the Union in Article 9.6 or such other later date as the Company requires for operational purposes.

### 9.6.2.4

The affected employees have seven working days from the date of the notice provided pursuant to Article 9.6.2.3 to respond to the Company, in writing, regarding acceptance of any option(s) which may have been provided in the notice. Failing receipt of a written response from the employee:

- a) the Company will advise the employee whether it will implement any option(s) provided in the notice or whether the employee will be laid off on the date set forth in the notice; or,
- b) if no options were presented, the Company will confirm that the employee will be laid off on the date set forth in the notice.

In all cases the minimum notice of layoff shall be two (2) weeks or two (2) weeks pay in lieu thereof.

The Union shall be copied on all correspondence from the employee or the Company.

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### **9.6.3**

When employees are to be laid off, such lay offs shall proceed in an inverse order of functional group seniority with all part-time employees in the functional group being laid off before full-time employees within the groups defined in Article 2.6.

### **9.6.4**

In the event of a layoff, an employee who, in the opinion of the Company, has the qualifications, training, experience, talent and ability to satisfactorily perform the requirements of a job in another functional group where there is an employee with less Company seniority, may displace that employee. This discretion must be exercised by the Company in a bona fide, non-arbitrary and non-discriminatory manner.

### **9.6.5**

The Company will provide employees facing layoff with reasonable time off during their normal work week without loss in salary to be interviewed for positions outside the Company, up to a maximum of three (3) two (2) hour interviews per week.

If requested and subject to operational requirements, the Company will also attempt to give employees facing layoff an opportunity to upgrade their skills prior to the date of layoff; however, the Company is under no obligation to provide any training or to pay any costs associated with the employees' skills upgrading.

### **9.7**

The parties agree that in the case of the layoff of twenty percent (20%) or less of the bargaining unit due to technological change, the Canada Labour Code, Part 1, Sections 52, 54 and 55 will not apply.

### **9.8**

A laid off employee who retains recall rights as contemplated in Article 9.3(b) shall be notified in writing, and offered the position, in the event that the Company determines that there is a vacancy in a position for which the laid off employee has, in the opinion of the Company, the necessary qualifications, training, experience, talent and ability; such a determination must be made by the Company in a bona fide, non-arbitrary and non-discriminatory manner.

In the event that a vacancy occurs in the functional group in which the employee was laid off, the only criterion applicable to the recall shall be seniority.

- (a) an employee may refuse to accept a recall to a job at a different category without forfeiting his right of recall to his original job;

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- (b) an employee may refuse to accept a recall to a job at a salary less than his actual salary without forfeiting his right to recall;
- (c) an employee may accept, on a temporary basis, options (a) or (b) without losing his right to recall to his original job or a job of the same salary;
- (d) an employee recalled after layoff will return to the position on the wage scale that he occupied upon layoff.

### **9.8.1**

**A** laid off employee who retains recall rights as contemplated in Article 9.3 b) shall, until the expiry of his recall rights, be provided access to Company facilities for the preparation of resumes and/or to produce "demo tapes" which may be required to assist the employee in securing new employment. The employee shall be responsible for any costs associated with the exercise of this privilege and access shall only be provided when it does not interfere or disrupt the Company's operational requirements.

### **9.9**

Two (2) months after a layoff or the introduction of automation, a review of the impact on other employees' jobs may be initiated upon request by the Union. Upon receipt of the request, the Company and Union shall meet to discuss the parameters of the review.

### **9.10**

Employees are expected to give at least two weeks notice in writing to their appropriate department head or the station manager, of their intention to resign their employment with the Company.

### **9.11**

If an employee is no longer employed by the Company, than upon written request from the employee, the Company will only be allowed to use that employee's voice on Company material for ninety days after receipt of the request. It is understood and agreed that this Article does not apply to commercials.

**ARTICLE 10 - JURISDICTION & DUTIES, JOB DESCRIPTIONS**

10.1

It is agreed that any work or job classification that falls within the definition of the Bargaining Unit as provided for in Article 2.2 or Article 18 shall be performed only by Bargaining Unit employees with the following exceptions:

- (a) Bargaining Unit work performed by non-Bargaining Unit employees prior to certification may continue to be performed by non-Bargaining Unit employees.
- (b) The AM Program Director shall perform no more than three (3) hours per day or fifteen (15) hours per week of Bargaining Unit work. The AM Program Director shall be allowed to perform an additional one (1) hour per day or five (5) hours per week of associated preparatory and production work.
- (c) When new equipment is being evaluated or training is being provided to Bargaining Unit employees.
- (d) In the event of an emergency.
- (e) the positions of Director of Engineering and News Director may continue to perform their normal job functions in the execution of their job requirements as they existed at the time of certification.

The performance of work by non-Bargaining Unit employees will not result in the layoff or prevent the recall from layoff of a member of the Bargaining Unit and the application of paragraphs b) and d) will not cause the loss of overtime penalties or talent fees to Bargaining Unit members.

10.2 Contracting Out

The Company agrees not to transfer, assign or subcontract any work or duties normally performed by members of the bargaining unit to any other persons or to any other Company or its employees if the effect of such a transfer, assignment or subcontracting of work or duties would result in the layoff of a member of the bargaining unit or to prevent the recall from layoff of a member of the bargaining unit, or results in failing to fill a vacancy, or failing to hire a full time employee into the bargaining unit.

10.3

Subject to Article 10.3.2 and 10.3.3, it is agreed that the job descriptions listed in Appendix B which is part of this Agreement are intended as general outlines of the parameters of the jobs in the bargaining unit. It is not intended that the individual so classified shall perform only the tasks specified in his particular job description, nor is it intended that the individual has exclusive rights to perform the tasks specified in his particular job description.



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### 10.3.1

Employees required to perform a job function different from their regular job function, for which they have not received adequate training, shall not be penalized for errors committed during such performance.

### 10.3.2 Temporary Upgradings

In the event that an employee is temporarily assigned to perform work at a higher rated classification within or without the bargaining unit, than that to which he is regularly assigned, he shall be paid twenty dollars (\$20.00) per tour of duty. It is agreed that this temporary upgrading will not be used to circumvent this Agreement.

### 10.3.3

The Employer has the right to assign an employee to perform work of an equal or lower classification provided his wage rate remains the same and that such assignment is temporary and for a specific purpose, ie to meet temporary increases in workload or to replace an employee on leave.

### 10.4

The Company shall notify the Union in advance and provide a job description for:

- (a) any significant change contemplated to the duties, tasks or responsibilities of the jobs covered by this Agreement;
- (b) any new job to be created by the Employer within the bargaining unit;
- (c) the wage group in which the employer intends to classify a new job or jobs whose duties, tasks or responsibilities have been changed after the signature on this Agreement.

### 10.5

If a new or significantly changed job is not covered under salary schedules, the employer, in conjunction with the Union, will establish a grade level for the job. Remuneration for a new or modified job shall be based on the existing salary schedules.

### 10.6

Should the parties fail to agree on remuneration, either of them may take the dispute to arbitration in accordance with the Grievance Procedure.

### 10.6.1

The Arbitrator's award shall be effective from the date the employee fills a new or significantly changed job.

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### **10.7**

In the event that the Company introduces or permits to be used any process, work method, machinery or equipment which substitutes for, supplements, replaces or alters such processes, work methods, machinery or equipment, which were performed, operated or maintained by employees in the bargaining unit, such changed processes, work methods, machinery or equipment shall continue to be "duties" for the purpose of Article 10.1.

## **ARTICLE 11 - EMPLOYEE BENEFITS**

### **11.1**

The Union recognizes the non-contributory benefits contained in the Company's Employee Benefit Plan in respect to:

- life insurance
- disability income
- hospital expense benefit
- medical and dental care benefits
- accidental death and dismemberment insurance
- vision care
- maternity/adoption leave benefit

and the Company agrees not to reduce the benefits referred to above during the life of this Agreement.

A description of benefits is provided in the CHUM Limited Employee Benefit Plan, January 1996 edition as updated from time to time in accordance with the master policy between the Company and its insurance carrier.

#### **11.1.1**

The present Pension Plan will be continued throughout the term of this Agreement and there will be no change which has the effect of detracting from the Plan or reducing the benefits payable pursuant thereto. Information concerning changes will be passed along to the Union promptly.

##### **11.1.1.1**

Each employee shall receive an annual statement detailing the Pension Plan benefits attributed to the employee.

### **11.2**

An employee absent for illness shall inform the Company of his absence as soon as possible and shall indicate the cause of his absence and if possible, the time he may report back to work.

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### 11.3 Illness & Disability

The following shall apply in regard to disability or illness:

- a) An employee absent due to illness or disability shall inform a designated management member of his absence as soon as possible and shall state the cause of his absence and the expected time he will report back to work.
- b) The employee shall provide a medical certificate of his illness or disability, if requested to do so by the Company.
- c) The Company may require an employee to immediately undergo a medical examination by his/her physician and to authorize his/her physician to discuss the employee's medical condition and test results with a physician selected by the Company. This may be necessary in order to establish the state of health of an employee, as a safeguard for other members of staff, or to determine the cause of excessive absenteeism. It is agreed that the Company's physician will respect the medical confidentiality of the employee and will simply state in the report to the Company whether the employee is well enough to return to work and/or will not affect the health of others or whether the excessive absenteeism has cause. Each time the Company requests a medical examination it will advise its physician, in writing, of the above confidentiality restrictions. If this procedure is not followed, the employee cannot be disciplined. The report shall also provide a prognosis regarding the employee's condition. This article does not supersede the requirements of the Company's insurance carrier.
- d) Disability Income obtained fraudulently shall be considered as sufficient grounds for discipline of an employee by the Employer. Excessive Disability Income obtained fraudulently shall be considered as sufficient grounds for dismissal of an employee by the Company.
- e) An employee in receipt of disability income may be required to return to work to perform their job duties subject to the Company providing his physician with a description of the duties to be performed and the physician's concurrence that the employee could perform the described duties.
- f) Inability to work because of pregnancy shall not be considered as illness; however, should illness occur as a result of pregnancy, then it shall be covered under Article 11. If a physician verified illness predates the commencement of maternity leave, then disability income applies until the illness is physician verified as over; if the illness postdates the commencement of maternity leave, then no disability income will be paid until the maternity leave or child care leave applied for expires.

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- g) Should an employee fall sick while on vacation with the result, as certified by a physician's written confirmation, that the individual is confined to a hospital bed or is bedridden at his place of residence for more than two (2) days, disability income will be paid and the unused days of vacation will be credited to the employee.
- h) Absence of less than one (1) year because of illness or incapacity shall not interrupt the accumulation of an employee's vacation credits in this agreement.

### 11.4

The employer cannot terminate the employment of an employee because of sickness or his inability to perform services caused by his disability. When an employee claims that his absence from work is caused by his illness or disability, the onus of proving such an assertion so as to be entitled to the disability benefit provided by the Company and/or the insurers under the Benefit Plan shall be borne by the employee.

### 11.5 Bereavement Leave

In the event of the death of a member of the employee's immediate family (ie, spouse, parent, guardian, or child), bereavement leave on any of his normal working days that occur on the day of the death and during the five (5) days immediately following the death shall be granted with pay. In the event of the death of an employee's sister, brother, father-in-law, mother-in-law and any relative currently residing in the employee's household, or with whom the employee resides, bereavement leave on any of his normal working days that occur on the day of the death and during the three (3) days immediately following the death shall be granted.

#### 11.5.1

In the event of the death of an employee's brother-in-law, sister-in-law, grandparent or grandchild, the employee shall be granted one (1) day of bereavement leave, with pay, provided the funeral is on one of the employee's regularly scheduled work days, and the employee attends the funeral.

#### 11.5.2

An employee can, upon notice to the Company, take extra offs or vacation accumulated under Article 13.8 for Bereavement Leave in situations not covered in Article 11.5.1 (e.g. death of a niece, nephew or close friend). The Company will not incur any penalty to other employees as a result of the operation of this Article.

#### 11.5.3

In exceptional circumstances, an extension **to** these time periods may be granted, at the sole discretion of the Company.

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### 11.5.4

Before bereavement leave is granted, the Company may require the employee to produce proof of the need for such leave.

### 11.6

The Company will grant leave with pay to an employee for medical, dental and eye appointments where sufficient notice for rescheduling is given by the employee. Employees shall, whenever possible, schedule such appointments for times other than their scheduled work hours.

### 11.7

An employee required to serve as a juror, or subpoenaed as a witness in any legal proceeding other than an arbitration hearing conducted pursuant to this collective agreement shall be considered as being on leave with pay, with any remuneration received by the employee from the court or the party subpoenaing, as the case may be, to be paid to the company.

### 11.8 Maternity Leave

Every employee who has completed six (6) consecutive months of continuous employment by the Company shall be entitled to maternity leave without pay consisting of a period not exceeding seventeen (17) weeks if confinement occurs on or before the date of expected delivery specified in the certificate (Article 11.8.2) or the aggregate of seventeen (17) weeks and an additional period equal to the period between the anticipated date and the actual date of delivery, if the confinement occurs after the date specified in the certificate. Maternity leave shall begin no earlier than eleven (11) weeks before the anticipated date of delivery set out in the certificate.

#### 11.8.1

Employees who are natural or adoptive parents, having completed six (6) consecutive months of employment and who also assume active care and custody of a newborn or newly adopted child are entitled to leave without pay of up to twenty-four (24) weeks. Such child care leave may be in addition to maternity leave.

#### 11.8.2

Application for such leave shall be made four (4) weeks in advance of the first (1st) day of leave. Such application will be accompanied by a practitioner's letter disclosing the date of delivery or adoption.

#### 11.8.3

During maternity, child care leave and/or adoption leave, the benefits provided in Article 11.1 shall continue.

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### **11.8.4**

During the child care leave provided for in Article 11.8.1 an employee entitled to such leave may request that the Company permit the employee to work part weeks for a pro-rated portion of their normal weekly salary and, subject to the following conditions being complied with, such arrangements will be made:

- a) the part week in question must consist of one (1) or more full work shifts;
- b) there must be available a temporary employee satisfactory to the Company and willing to work the balance of the work week;
- c) Article 2.4 does not apply to this arrangement.

### **11.8.5**

The taking of Maternity Leave is not mandatory. The Company may not require a pregnant employee to take leave unless the employee is unable to perform an essential function in her position and there is no appropriate alternative job available. The burden of proof respecting inability to perform an essential function rests with the Company. If the inability test is met then the forced leave is only for such time as the inability to perform the essential function continues.

### **11.8.6**

Employees who intend to take maternity and/or child care leave may request in writing to be informed of any employment, promotional or training opportunities which may arise during the leave and for which the employee is qualified. The Company must provide such notices in writing.

- a) An employee upon return to work from such child care leave will be reinstated in the employee's former classification and position; however, in the event that the position in the employee's former classification no longer exists as a result of a valid reason, the employee shall be reinstated in a comparable position and classification. An employee's failure to work at the conclusion of the period for which the leave of absence was granted may result in termination.
- b) if wages and benefits are changed as part of a plan to reorganize the Company's establishment, including Collective Agreement revisions, the employee is entitled upon being reinstated, to receive wages and benefits as if the employee had been working during the reorganization. When such reorganization takes place which will result in a change in wages and benefits, the Company must notify the employee in writing as soon as possible.

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### **11.9 Severance Pay**

In the case of layoff, the employee is entitled to one (1) month of regular salary per year of continuous service to a maximum of six (6) months of regular salary. Benefits shall cease as of the date of layoff. The employee may elect to receive his severance pay in one (1) lump sum payment less statutory deductions or to continue receiving his salary in the normal manner until the amount of the severance pay has been exhausted or he is called back to work. In the event that he is recalled to work and his severance pay has not been exhausted, the balance of the unpaid severance pay will be credited to the employee. In the event of a subsequent layoff, only the balance of the unpaid severance pay credited to the employee plus any additional severance pay entitlement earned since the previous layoff will be paid. Additional severance pay entitlements toward a subsequent layoff will be earned at the rate of one (1) month of regular salary for each full year of continuous service since the date of the last recall to work to a maximum of six (6) months of regular salary.

### **11.10 Educational Seminars**

An employee required to attend a Company approved seminar or educational course related to the industry and not required to work that day shall receive for that day:

- a) on a scheduled work day, his basic rate of pay for his normal tour of duty for that day;
- b) on a scheduled day off, his basic rate of pay for hours of attendance to a maximum of one-fifth (1/5th) of his regular weekly hours;

No overtime will be paid while employees are attending courses in accordance with this article.

### **11.11**

The Company will consider request for specified leave for emergencies (e.g. critical illness in the immediate family, severe property damage), however, the granting of such leave will be at the sole discretion of the Company.

## **ARTICLE 12 - TRAVELING EXPENSES AND PROVISIONS**

### **12.1**

The Company, upon presentation of receipts, shall reimburse each employee for all necessary authorized in-town and out-of-town traveling and other expenses when such travel is authorized by the Company.

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### 12.2

An employee shall not be required to use his own automobile on Company business unless he consents to do so. However, if the Company requests and an employee agrees to use his car in the execution of his work, he shall receive an indemnity equal to at least twenty-two cents (\$0.22) per kilometer, or such higher rates as determined by Company policy, with a minimum payment of three dollars (\$3.00) for each completed trip and if he is involved in an accident resulting in damage to this car and the amount of the damage cannot be recovered from any other person or persons, the Company shall reimburse the employee for the deductible amount of his insurance plan to a maximum of two hundred and fifty dollars (\$250.00), provided the employee is not convicted of having committed a criminal or motor vehicle offense in relation to the accident.

#### 12.2.1

It is agreed that if an employee chooses to use his own car rather than Company provided transportation, he will not receive a kilometer allowance nor be entitled to reimbursement for the deductible amount of his insurance plan.

### 12.3

The Company agrees to maintain adequate liability insurance on all vehicles owned or leased by the Company which it requires an employee to drive.

### 12.4

Expense money shall be provided to an employee before he is sent out of town overnight on Company business of which the employee will account on forms prescribed by the Company and will reimburse the Company for all monies advanced for which the employee cannot account as expenses.

### 12.5

Employees shall be reimbursed for all authorized expenses made for and on behalf of their assignments. All expense claims are to be submitted within five (5) days of returning from an assignment. Reimbursement for authorized expenses will be made within two (2) weeks of a claim being submitted.

### 12.6

Employees on authorized out-of-town assignments who require overnight accommodation shall receive single occupancy accommodation at the Company's expense where available at the locations concerned.

### 12.7

The Company will reimburse an employee for tickets resulting from parking violations that were justifiably incurred as a result of performing an assignment, **if** the tickets are presented to the employer within the initial period provided for payment of same.



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### 12.8 Moving/Relocation Expenses

The Company agrees that it will incur the cost of moving the personal effects of newly hired employees from one residence to another when their former residence is outside the Halifax Metropolitan area. The employee will be responsible for obtaining three (3) quotations as to the cost of moving, and will instruct the lowest to directly bill the Company. If direct billing is not possible, the employee will submit receipts upon arrival at his new location and will be reimbursed within two (2) weeks.

The Company will absorb all costs of moving for employees they terminate or for employees who remain with the Company for at least one (1) year.

Employees who resign before the completion of one (1) year of service will refund the monies spent on moving to the Company, pro-rated to the length of time spent less than one (1) year.

### 12.9

For pay purposes, employees engaged in authorized traveling on assignment for the Company shall be credited with the time consumed as follows:

- a) from the scheduled time of the carrier's departure when the employee leaves from his home for travel by common carrier. If the carrier's departure is delayed more than one (1) hour, the employee shall so advise the Company;
- b) from the assigned hour of departure from his home when an employee travels by automobile directly to the assignment;
- c) from the time he leaves his normal place of employment when the employee reports there before proceeding to travel;
- d) from the assigned hour of departure from his lodgings when an employee is using overnight accommodation.

#### 12.9.1

Time credited for the return journey under the above conditions shall be computed in the same manner.

### 12.10

When an employee is required to work at a studio or a remote location other than his normal place of employment, he shall be credited with all the necessary time consumed in transit between such normal place of employment and any other studio or remote location, and return.

This does not apply to so-called "talent" or "promotional appearance events" as contemplated in Article 14.

**12.11**

Any employee of the Company, other than those scheduled to work at night, who works past the hour of 1900 hours (7:00 pm) or sunset, whichever is later, shall be reimbursed for taxi fare when required, upon the prior approval of the Company and presentation of the receipt.

**ARTICLE 13 - HOLIDAYS AND VACATIONS**

**13.1**

The following shall be considered as paid holidays:

- |                   |                     |
|-------------------|---------------------|
| - New Year's Day  | - Good Friday       |
| - Easter Monday   | - Victoria Day      |
| - Canada Day      | - Halifax Natal Day |
| - Labour Day      | - Thanksgiving Day  |
| - Remembrance Day | - Christmas Day     |
| - Boxing Day      |                     |

plus any other established by the Canada Labour Code.

**13.1.1**

For the purpose of determining whether or not work has been performed on a statutory holiday for the purposes of this agreement, only a tour of duty or work shift which has its majority hours falling within the parameters of the calendar day which constitutes the statutory holiday, shall be considered as a tour of duty or work shift worked entirely on the statutory holiday.

**13.1.2**

Notwithstanding anything contained in this article, an employee is not entitled to pay for a holiday in which he does not work where:

- a) he has not earned wages or been on approved leave which does not include layoff for at least fifteen days during the thirty calendar days immediately preceding the holiday; or
- b) he is absent from work without cause after having been scheduled for work on the day of the holiday; or
- c) he is absent from work without cause on his regular scheduled work day immediately preceding or following the holiday.

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### 13.1.3

Full-time employees who advise the Company, upon hiring or after, providing three (3) months notice, that for ethnic, racial or religious reasons they hereinafter wish to observe a holiday other than the above listed holidays with pay, may request that one of the holidays with pay and/or the additional holiday will be considered as a normal working day and that another day be substituted and that the substituted holiday shall be treated as a holiday with pay for the purpose of this Agreement. Should the substitution request be made in place of the above listed holidays with pay of Boxing Day, Christmas Day, or New Year's Day then Article 13.9 and 13.10 (and their sub-Articles) shall not apply to that employee.

### 13.2

The above holidays will be observed on the dates proclaimed by the appropriate government authority.

### 13.3

An employee shall not have his weekly wages reduced for a week in which a paid holiday mentioned in Article 13.1 occurs.

### 13.4

If a holiday falls on a scheduled work day and the employee is not required to work he shall receive his normal basic pay for that day.

### 13.5

When a paid holiday falls on an employee's scheduled day off, and he is not required to work, he shall be entitled to one (1) additional day off. This day shall be deemed as extra off.

### 13.6

If a holiday falls on a scheduled work day and the employee is required to work, he shall receive in addition to his normal weekly wages, one-half (1/2) his hourly rate for each hour worked, with a minimum credit of seven (7) hours, and shall be entitled to a day off which shall be deemed as extra off. Any hours worked or credited in excess of seven (7) hours shall be paid at the rate of two times (2x) the basic rate.

### 13.7

When an employee is working on a paid holiday which is **also** his scheduled day off, he shall receive, in addition to his normal weekly wages, three (3) days as extra off. Any hours worked or credited in excess of seven (7) hours shall be paid at the rate of two times (2x) the basic rate.

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### 13.8

An employee on vacation on a paid holiday shall be entitled to an additional day off which shall be deemed as extra off.

### 13.8

#### RECAP

<b>Statutory Holiday On</b>	<b>Payment</b>	<b>In Excess of 7 Hours</b>
Scheduled Work Day - OFF	Basic	N/A
Scheduled Day Off - OFF	1 Extra Off	N/A
Scheduled Work Day - WORK	1 ½ x Basic (min. 7 hours) plus 1 Extra Off	2 x Basic
Scheduled Day Off - WORK	3 Extra Off	2 x Basic
Vacation	1 Extra Off	N/A

### 13.9

Days of extra off can be accumulated or taken in part or in whole at any time provided that the Company is given three (3) week's notice, and provided that staff is available and provided that the accumulated extra off to be added to the vacation period does not exceed one (1) week. If because of unavailability of staff an employee is denied his request, he shall be so notified within one week of his request. An employee may request the Company to add accumulated extra off in excess of five (5) days to his vacation period, only if this request does not interfere with the vacation period choice of a less senior employee. If at any time the employee elects to take money in lieu of any or all of his extra off, he shall notify the Company at least one (1) month in advance and shall be paid in the following pay period. The rate of remuneration shall be his daily rate for such extra off days accumulated.

#### 13.9.1

Such days of extra off must be taken in time or in money by the end of the year following the year in which they were accumulated.

#### 13.10 Scheduling of Christmas & New Year's Holidays

Employees shall submit their wishes for scheduling of Christmas and New Year's holidays no later than the thirty-first (31st) day of October. At least five (5) full working days prior to the thirty-first (31st) day of October, the Company will post on its boards a notice to ascertain the individual wishes of the employees.

#### 13.10.1

The Christmas and New Year's Day holiday schedules will be awarded by seniority and shall be posted not later than the first (1st) day of December.

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### 13.10.2

An employee shall not be denied his preference between Christmas and New Year's where the preference remains consistent for more than two years running.

### 13.11 Vacations and Annual Leave

According to his Company seniority on December thirty-first (31st) of any year, an employee is entitled to vacation with pay as outlined in the following table:

- (a) **less than 1 year completed service:**  
one (1) day for each month of completed service to a maximum of ten (10) days paid at 4% of gross salary;
- (b) **1 year of completed service:**  
three (3) weeks paid at 6% of gross salary;
- (c) **9 years of completed service:**  
four (4) weeks paid at 8% of gross salary;
- (d) **21 years of completed service:**  
five (5) weeks paid at 10% of gross salary.

#### 13.11.1

If the application of the percentage of gross earnings results in less money than the regular weekly earnings, the regular weekly rate will be paid, unless the shortfall is over one (1) month's duration, is a result of a layoff or a leave of absence without pay requested by the employee. An employee whose vacation pay is less than his vacation entitlement has the option of foregoing that portion of his vacation entitlement proportional to the vacation pay shortfall.

### 13.12

An employee is entitled to receive the full amount of his vacation pay prior to commencing his vacation period.

### 13.13

Once an individual employee's vacation has been scheduled, that schedule will not be changed by the employer or the employee within sixty (60) days of its commencement.

### 13.14

The Company agrees, subject to operational needs, that employees may take vacation any time throughout the year provided that the requested period does not fall in a rating period or the one (1) week that immediately precedes or the one (1) week that immediately follows a rating period.

The Company shall post a reminder calling for vacation scheduling requests by January fifteenth (15th) of each calendar year. Employees shall indicate to their department head, in writing, by January thirty-first (31st) in each calendar year, their preference for their vacation schedule.

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The exercising of seniority rights for a vacation block of more than two weeks shall not be available if it conflicts with meeting the obligation of Article 13.15. The exercising of seniority rights for a vacation block of more than three weeks shall not be available if it conflicts with any other employees vacation choice. An employee who wants more than three consecutive weeks must request his/her vacation schedule in at least two blocks as set out below.

If an employee intends to break up his/her vacation he/she will indicate an order of preference for the blocks of his/her vacation schedule.

Taking into account employees' preference and the operational needs of the Company, the Company will prepare and post a vacation schedule by March first (1st) of that same year. Where preferences conflict, seniority shall govern. An employee shall be allowed to exercise his seniority right to vacation preference for only one (1) block of vacation until all employees with less seniority have at least one block of requested vacation scheduled. When all employees have their first block of vacation scheduled, the company will schedule the next block of vacation preferences in order of seniority. This process of one block at a time will continue until all vacation is scheduled.

An employee who does not request to have all his/her vacation scheduled when the vacation schedule is posted may take such vacation any time throughout the year provided that it is operationally possible and it does not interfere with the scheduled vacation of any other employee. If there is conflict between employees for unscheduled vacation seniority shall govern.

### 13.14.1

Notwithstanding Article 13.14 and subject to operational requirements, consideration may be given by the Company to the scheduling of vacation during the ratings period and the one week prior to and after the ratings period of employees in the following Functional Groups:  
Production Assistant/Operator, Reception, Traffic Clerk, Creative Writer, Sales Assistant, Accounting Clerk and Programming Secretary.

### 13.15

All employees shall be assigned at least two (2) weeks of their vacation during the period, June 1st - September 30th, unless they agree otherwise. It is understood and agreed that it may not be possible to meet the commitment if a rating period of at least five (5) weeks' duration should fall entirely within the period, June 1st - September 30th.

### 13.16

If operationally practical, an employee will be entitled to begin and end his vacation in conjunction with his days off.

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13.17

The Company agrees that where an employee has requested leave without pay in conjunction with his annual vacation, the Company will not grant same at the time requested so as to displace vacation periods of other employees without their consent.

13.18

No employee shall be required to work during his vacation.

13.19

During the vacation period, June 1st to September 15th, no employee will be required to work more than eight (8) hours overtime per week, except in the case of emergency.

13.20 Vacation Pay On Termination

Upon termination of employment, an employee (or his estate in case of death) shall receive accrued vacation pay for each completed calendar month of employment since the previous December 31st, plus pay for any vacation previously earned but not taken.

## ARTICLE 14 - GENERAL MATTERS

14.1 Outside Activities

Employees shall be free to engage in activities outside their hours of work provided that:

- a) such activities are not in competition with the services of the Company;
- b) no employee may exploit his connection with the Company in the course of activities without permission from the Company, which permission shall not be unreasonably withheld;
- c) such activity does not affect his work or working efficiency of the Company.

14.1.1

**At** least one (1) week before engaging in outside activity related to any media, the employee shall advise the Department Head of the details of such potential engagement so that the Company, within that one (1) week, can inform the employee if it considers that such activity would be a violation of this Article.

14.2 Talent Fees

Bargaining Unit members whose regular job function does not include voicing or on-air duties and who agree **to** do such work for the Company shall be paid a one-time talent fee as follows:

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- a) voicing of commercials \$11.00 to a maximum of \$27.50 per session;
- b) hosting or performing on a radio program of less than ten minutes' length.....\$11.00
- c) hosting or performing on a radio program of more than ten minutes' length ...\$33.00

In addition, all time spent at such activities will be considered time worked. There shall be no talent fee paid for assisting in the creation of sound effects.

### 14.2.1

Bargaining Unit members who agree to appear and perform at Company arranged functions will be paid as follows:

- a) REMOTE BROADCAST LIVE ON LOCATION  
\$55.00 per hour
- b) REMOTE BROADCAST SIMULATED ON LOCATION  
\$30.00 per hour
- c) FACILITATOR FOR EXPERTS ON CALL  
\$100.00 per one on-air hour show and preparatory work for the show

Time spent on such activities will not be considered as time worked.

### 14.2.2

On-air personalities may be required, a maximum of twenty (20) times per year, to make personal promotional appearances on behalf of the radio stations outside their normal hours of work; compensation for such promotional appearances is included in the employee's basic salary. The Company shall endeavour to include personal appearances on the shift schedules which are posted and Article 15.4.3 does not apply to shift schedule changes made for the purpose of scheduling personal appearances. Transportation will be provided for out-of-town events. One (1) personal appearance shall last for up to and including one (1) hour from the scheduled start time to the scheduled completion time. If a personal appearance is scheduled and lasts for over one hour it shall count as two (2) personal appearances.

### 14.2.3

When "in-house" produced Radio Commercials are sent by client request to other stations, talent fees listed below shall be split equally between the writer, the principal voice(s) and the producer.

NUMBER OF SPOTS	RATE
1 - 2 .....	\$ 99.00
3 - 4 .....	\$132.00
5 - 6 .....	\$165.00
7 - 8 .....	\$198.00



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9 - 10 .....	\$231.00
10 + .....	\$264.00

### 14.2.3.1

When working a client rented studio session, producers shall be paid at the rate of \$35.00 per hour. This time shall not be considered as part of his regular work day. Any extra hours worked as a result shall not be considered or treated as overtime.

### 14.2.4

Bargaining Unit members who agree to lecture at events such as high school career days shall have all hours considered as time worked.

### 14.2.5

All rates listed in this Article are minimum rates.

### 14.3

Employees with ten (10) or more years of service will be entitled, upon request and availability of temporary employees, to up to six (6) months leave of absence with pay.

### 14.4

Every time a radio announcer is assigned to an on-air show, he shall be assigned for a minimum of one (1) hour solely for the purpose of on-air preparation. This one (1) hour period shall apply in all cases except the early morning on-air shift, in which case the one (1) hour preparation time shall be assigned in the last one (1) hour of the last tour of duty preceding the next on-air shift.

## ARTICLE 15 - HOURS AND SCHEDULING OF WORK

### 15.1

The work week will commence as of 12:01 local time on Monday, and shall consist of the employees regular hours of work divided into five (5) days of work.

### 15.2

The work week for non-shifted employees will consist of thirty-five (35) hours divided into five (5) days of work at seven (7) hours per day, Monday through Friday, (with the exception of the Receptionist, who shall work 37.5 hours at 7.5 hours per day, Monday through Friday), commencing on each work day no earlier than 0800 hours (8:00 a.m.) and finishing no later than 1800 hours (6:00 p.m.) that same day. "Non-shifted" employees include: Receptionist, Traffic Clerk, Creative Writer, Sales Assistant, Accounting Clerk and Programming Secretary.

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### **15.3**

The work week for Shifted employees, which term includes all employees not identified as “Non-Shifted” will be the Weekly Hours as listed in the Job Descriptions. The Regular Daily Hours of work shall be either seven (7) or seven and one-half (7 1/2) hours as applicable. (Also see Article 17.3).

### **15.4**

The work schedule for “shifted” employees, which term includes all employees not identified as “non-shifted” employees, shall be communicated to the particular employee by his Department Head, in writing. Any change in that established work schedule shall also be communicated in writing to the employees affected.

#### **15.4.1**

All employees with the exception of Swing Announcers and Engineering Department employees, shall receive two (2) consecutive days off (i.e. sixty (60) consecutive hours) in each work week. For Swing Announcers and Engineering Department employees, the two consecutive days off shall be represented by a minimum fifty (50) consecutive hours. The five (5) work days in any work week need not necessarily be consecutive; they may be separated by two (2) consecutive days off. Hours worked which encroach on the required consecutive hours off shall be multiplied by a factor of two (2) and be added to the previous week’s total hours for the purpose of calculating the employee’s pay in that previous week. Notwithstanding the above, hours which encroach on the required consecutive hours off as a result of the illness of another employee shall be paid at the overtime rate only.

##### **15.4.1.1**

If hours are worked which encroach on the required consecutive hours off and such hours worked are not contiguous with either the hours worked of the immediately preceding or the immediately following scheduled work day, then a minimum credit of three (3) hours (prior to the multiplication factor referred to in Article 15.4.1) shall be given.

##### **15.4.2**

With the exception of those employees who expressly request such assignment, there will be no assignment of split shifts.

##### **15.4.3**

The tour of duty for “shifted” employees must be communicated to the employee no later than 1200 hours (12:00 Noon) on the Tuesday of the work week immediately preceding the week in which the work is to be done.

Any change in a “shifted” employee’s tour of duty must be communicated to the employee in question no later than 1700 hours (5:00 p.m.) or the end of the employee’s tour of duty whichever is earlier, on the day prior to the day of the

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change. Failing such notice the employee will be paid for each new hour worked outside the originally scheduled tour of duty an additional ½ times the basic rate. This Article does not apply to any changes which are required due to the first day of unexpected absence of an employee.

### **15.5**

By the Tuesday immediately preceding an employee going on annual leave of five (5) days or more, she/he shall be given a prearranged time to report back to work.

### **15.6**

When an employee is required to work hours in excess of his Weekly Hours or his Regular Daily Hours he will be compensated for that work at the rate of one and one-half (1 1/2) times the employee's basic rate.

#### **15.6.1**

Subject to making his/her intentions known on the overtime sheet an employee may elect to accumulate overtime and work on a day off and take time off in lieu of payment. Time off will be credited at the rate the overtime was earned. (e.g., two hours' overtime would equal three hours' time off in lieu.) Scheduling of time off in lieu shall be the same as extra offs (Article 13.9 and 13.9.1).

### **15.7**

The Company shall attempt to apportion overtime equitably among employees within a job function.

### **15.8**

No claim for compensation for excess hours worked will be honored unless the excess hours of work in question have been expressly authorized or requested in advance by the appropriate department head.

### **15.9**

Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than seventeen hundred hours (5:00 p.m.) or the end of the employee's shift, whichever is the later, on the previous work day. If such notice is not given, the employee shall receive two (2) hours pay at the hourly rate of the employee as computed separately from the work week.

### **15.10**

Employees who are assigned to be on call must:

- a) be given a pager;
- b) be provided transportation;
- c) be paid six dollars (\$6.00) per day or thirty dollars (\$30.00) per week;
- d) receive regular overtime as per Article 15 if they are called.

**15.11**

The turnaround period is a period of at least eight (8) hours between the end of one (1) shift, or the end of an overtime assignment, whichever is later, and the commencement of the next shift. All time which encroaches on the end of the turnaround period shall be paid at the rate of one-half (1/2) times the basic hourly rate in addition to the employee's regular basic pay. No payment will be made for the following encroachments:

- a) when the encroachment is due to the absence of another employee attending negotiations or grievance meetings with management;
- b) on a shift mutually agreed to by the employee and the employer;
- c) on a shift where the employee works without the required turnaround because of vacation relief or because of the illness of a fellow employee or because of another employee's authorized absence from work;
- d) on an overtime assignment which runs into and is contiguous with the following work day.

**ARTICLE 16 - HEALTH AND SAFETY**

**16.1**

The Company will endeavour to carry out its operation in a manner that will not endanger the health and safety of its employees and shall adopt and carry out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employee injury in its operation. It shall be the duty of an employee to take all reasonable and necessary precautions to ensure his own safety and the safety of his fellow employees. Working areas and employees' facilities will be maintained in a clean and sanitary condition by the Company, and shall meet the minimum conditions outlined in the Canada Labour Code. It is recognized and agreed that the employees will cooperate in keeping such facilities clean and sanitary.

**16.2**

The Company shall not assign excessive hours of work to employees.

**16.3 Right to Refuse Dangerous Work**

Employees have the right to refuse dangerous work without risking discipline, remuneration or in any way prejudice to future job status. An employee must have reasonable cause to believe that their use or operation of equipment or a condition in the work place will result in a danger to themselves or other employees.

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### **16.3.1**

Employees exercising the right to refuse dangerous work must report the refusal immediately to their supervisor and to a member of the Health and Safety Committee.

### **16.4**

The Company agrees to supply protective clothing and/or safety devices for employees on assignment where conditions require their use and maintain appropriate transportation and safety standards.

### **16.5**

The Company shall provide and maintain adequate First Aid Kits as defined by Human Resources Development Canada.

### **16.6**

At the sole discretion of the Company, it may replace or repair an employee's clothing if it is determined that it was accidentally damaged as a result of an assignment.

### **16.7**

Employees will not be required to climb transmitting towers.

### **16.8**

A Joint Health and Safety Committee shall be constituted consisting of one (1) representative of the Company and one (1) representative of the Local Union, which shall identify any potential dangers and health hazards, and obtain information from the Company or other persons respecting the identification of hazards and health and safety practices elsewhere. The Committee shall meet at least once a month. Minutes shall be taken of all meetings. The Committee shall make periodic inspections of the work place. Time spent on the Health and Safety Committee to attend meetings or conduct inspections will be considered as time worked.

## **ARTICLE 17 - MEAL AND BREAK PERIODS**

### **17.1**

All employees are entitled to receive two (2) fifteen (15) minute break periods during their regular work day. Employees shall not be required to go more than three (3) overtime hours without a break period being given. Breaks will be arranged so as not to interfere with the operations of the Company. It is agreed that Announcers may not be able to take their breaks in two (2) fifteen (15) minute periods and that the breaks shall be taken at a time convenient to both the Announcer and the Company.

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### **17.2**

Non-Shifted Employees as defined in Article 15 shall receive an unpaid first meal period of one (1) hour.

### **17.3**

Shifted Employees, as defined in Article 15, shall have Regular Weekly Hours to a total not in excess of thirty-seven and one-half hours (37 1/2), which shall be scheduled at the Employer's discretion, in accordance with one of the following options:

- a) Regular Daily Hours on a given shift of seven (7) or seven and one-half (7 1/2) consecutive hours, as applicable, without a first meal period;
- b) Regular Daily Hours on a given shift of seven hours (7) or seven and one-half hours (7 1/2), as applicable, exclusive of a one-half (1/2) hour unpaid self-assigned meal period;
- c) Regular Daily Hours on a given shift of seven (7) or seven and one-half (7 1/2) hours, as applicable, exclusive of a one (1) hour scheduled unpaid meal period sometime after the first and before the last full hour of work in a shift.

#### **17.3.1**

When an employee is required to work through a break or meal period, such break or meal period shall be added to the end of the shift as time worked. No claim for compensation will be honored unless the "work-through" in question has been expressly authorized or requested in advance by the appropriate department head.

### **17.4**

Employees who work straight seven (7) hour shifts and are required to work overtime, will be scheduled a paid meal period of at least a half (1/2) an hour's duration at the end of their seven (7) hours shift.

#### **17.4.1**

Employees receiving meal periods per Article 17.2, or 17.3 who work more than five (5) hours past the scheduled time of their last meal period, will be scheduled a paid meal period of at least a half (1/2) an hour's duration at the commencement of the sixth (6th) hour since their last meal period.

#### **17.4.2**

Employees entitled to a meal period in accordance with Article 17.4 or 17.4.1 will receive seven dollars (\$7.00) to cover the cost of such a meal.

### **17.5**

Employees shall not be required to travel from their normal place of employment to other studios or remote locations during their meal periods or any part thereof.

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### ARTICLE 18 - GENERAL WAGE PROVISIONS

#### 18.1

Employees shall be paid according to the wage schedule of the classification to which they are assigned.

##### 18.1.1

The Company, at its sole discretion, may choose to award an employee (s) payment (s) beyond that required by Article 18.5 (wage scales). Such payment (s) shall be referred to as merit pay and will take the following form:

- i) either an over-scale increase(s) that will be considered to be part of the annual wage of the employee and all benefits to which the employee is entitled by virtue of the Collective Agreement. shall be based on that annual wage; and/or,
- ii) a bonus payment(s), as granted from time to time, which is separate and apart from an employee's annual wage and which will not be included for the purpose of calculating overtime payment or hourly wage rate or for entitlement
- k) the benefits listed in Article 11.1 of the collective agreement.

If any merit pay is granted, the form of the merit payment(s) shall be clearly labeled

It is understood that merit pay is based upon the criteria as solely determined by the Company From time to time and which criteria shall be communicated to employees

In recognition of the award of any merit pay, and that the evaluation of an employee against the criteria and the form and amount of any merit pay is within the Company's sole discretion it is agreed that an employee cannot grieve his entitlement to merit pay.

Notwithstanding the above, it is agreed that the application of this Article 18.1.1 will be done in good faith and not in an arbitrary or discriminatory manner.

#### 18.2

The Company shall pay one-twenty-fourth (1/24th) of the net yearly salary, **i.e.**, salary after a reasonable portion of the total yearly deductions have been made, not later than the fifteenth (15th) and end of each month.

#### 18.3

Payment for overtime worked or credited shall be paid not later than the fifteenth (15th) day and the end of each month, in conformity with the Company's payroll requirements.

**18.4**

The employee assigned to perform the “Music Director function” in the A.M. Programming Department and the employee assigned to perform the “Music Director function” in the F.M. Programming Department shall each receive a rate of pay nine percent (9%) higher than the step on the appropriate wage scale to which he would otherwise be entitled in accordance with his job classification and the wage schedule for that job classification as set out in Article **18.5**.

**18.4.1**

The employee assigned to perform the “Payroll and Scheduling function” in the Programming Department shall receive a rate of pay nine percent (9%) higher than the appropriate wage scale to which she/he would otherwise be entitled in accordance with her/his job classification and the wage schedule for that job classification as set out in Article 18.5.

**18.4.2**

The employee assigned to perform the “Production Supervisor function” in the Production Department shall receive a rate of pay nine percent (**9%**) higher than the Producer wage rate.



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18.5 Wage Schedule  
Job Rates Effective March 1, 1999

Salary Group	Functional Group	Weekly	Hr. Rate	Target
Group A	Production Assistant/Operator	\$481.38	\$12.84	\$489.41
	Receptionist	\$489.41	\$13.05	
Group B	Accounting Clerk	\$519.90	\$14.85	\$528.55
	Creative Writer	\$519.90		
	Sales Assistant	\$528.55	\$15.10	
	Traffic Clerk	\$519.90	\$14.85	
	Hot Line Producer	\$528.55	\$14.09	
Group C	FM Swing Announcer	\$615.11		\$644.47
	News	\$644.47		
	Programming Assistant	\$613.12		
	Promotions Director	\$613.10		
Group D	Creative Director	\$686.06	\$18.29	\$697.53
	AM Morning Co-Host	\$686.06		
	Broadcast Engineer	\$686.06		
	FM Morning Co-Host	\$686.06		
	FM Midday Announcer	\$697.53	\$18.60	
	Producer	\$686.06	\$18.29	
	Production Supervisor	\$747.87	producer's rate plus 9%	
	Morning News	\$686.06		
Group E	AM Morning Announcer	\$783.05	\$20.88	\$783.05
	FM Drive Announcer	\$783.05		
	FM Morning Announcer	\$783.05	\$20.88	

Note: A Probationary Employee as provided **for** in Articles 2.3.1 and 2.3.1.1 shall be paid at eight percent (80%) of the Job Rate.

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### 18.6

The wage amounts shown in Article 18.5 shall be adjusted annually as of March 1st commencing March 1, 2000 to reflect the change in the Statistics Canada published Consumer Price Index (CPI) for Metropolitan Halifax. It is agreed that employees who are paid above the rates in Article 18.5 will receive a wage adjustment equal to the change in CPI on their actual salary. (0.6% as of March 1, 99)

Adjustments shall be made retroactively to March 1st of each year. The amounts of the adjustment will be determined by subtracting the previous year's CPI amount for February from the most recent year's CPI amount for February and dividing that amount by the previous February's CPI and then applying that percentage, rounded to the nearest tenth of a percent, as a general increase to the scales and salaries of the employees.

For example:	CPI February 1998	129.6
	CPI February 1999	130.4

The difference of 0.9 divided by 129.6 = 0.6% increase

In no event will a decline in the CPI provide a reduction in scales or salaries. However, any declines will be taken into account when computing future increases.

For example:	1992	-	122.5
	1993	-	120.2
	1994	-	124.4

March 1, 1993 - no change

March 1, 1994 - the difference between 124.4 and 122.5 is a 1.6% increase.

For the salary adjustment applicable to March 1, 2000 the company will add the amount necessary to bring all employees up to the target wage rates as indicated in Article 18.5.

This article is not in effect if either party indicates under Article 19.1 that they wish to renegotiate the agreement.

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### ARTICLE 19 - DURATION OF THE AGREEMENT

#### 19.1

This agreement shall remain in force until February 28, 2001, and from year to year thereafter unless either party notifies the other by registered mail not more than one hundred and twenty (120) calendar days and not less than thirty (30) calendar days prior to the date of expiry, or anniversary of such date, of its intention to modify this Agreement, or until seven (7) calendar days after advice has been received from the Minister of Labour as set forth in Section 89 (d) of the Canada Labour Code - Part I. If notice of desire to modify this Agreement is given as specified above, a meeting shall be held within twenty (20) calendar days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.

#### 19.2

The parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing this Agreement, it binds the parties during the Agreement to do everything they are required to do by the Agreement and to refrain from doing anything they are not permitted to do by the Agreement. The parties further understand and declare that in case any provisions of this Agreement, now or hereafter, are inconsistent with an Statute of Canada or any Order-In-Council or Regulations passed thereunder, such provisions shall be to that extent deemed null and void or shall be applied in such manner as will conform with the law.

IN WITNESS WHEREOF the parties hereto have hereby affixed their signatures by their duly authorized representatives this 15th day of September, 1998.

**Metro Radio Group**

**The Communications, Energy  
and Paperworkers Union (CEP)**

_____	_____
_____	_____
_____	_____
_____	_____

IN SETTLEMENT OF WHICH THE REPRESENTATIVES OF THE COMPANY AND THE UNION HAVE HERETO AGREED AT HALIFAX, NOVA SCOTIA THIS \_\_\_\_ DAY OF \_\_\_\_\_, 1999.

**APPENDIX “A” - LETTER TO ARBITRATOR**

Dear Sir/Madam:

As per Article 7.3 of the current Collective Agreement (enclosed), we, the Communications, Energy & Paperworkers Union (CEP) and Metro Radio Group have mutually chosen you to act as an arbitrator to determine an outstanding grievance, number 920-xx-xx.

This grievance concerns (brief description of the subject matter, i.e., discharge, discipline, application of seniority provisions, overtime claims, etc.).

Article 7.3.1 of the Agreement provides that the hearing must commence within six (6) weeks of the acceptance by the arbitrator to the hearing of the grievance and further, it has been agreed that the arbitrator shall be required to submit a written report of his decision to both parties within sixty (60) days from the last day of the hearing. Failure to meet this requirement results in the arbitrator losing his jurisdiction over the matter and losing all rights to reimbursement for costs and services, and another arbitrator would then be selected. If you accept this position, you are also accepting this condition.

Should you be willing to determine this matter, would you please confirm your availability by writing to:

David Murray

Barney Dobbin  
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Enclosure

## **METRO RADIO GROUP**

### **LETTER OF INTENT - FUNCTIONAL GROUPS**

The parties also agree to the intent that if both Peter Harrison and Doug Reynolds cease to be employees of the Company or transfer to another Functional Group then Functional Group U, News Supervisor, will be discontinued.

### **LETTER OF AGREEMENT #1 - ALTERNATE WORK SCHEDULES**

The Union acknowledges that the Company's operations are complex and flexibility is required to meet daily operational considerations and needs.

The Company acknowledges that the nature of its operations can place demands upon its employees that may impact upon their activities and responsibilities external to the workplace.

Therefore in an effort to accommodate the operational requirements of the Company and enhance the quality of work life, the Company and the Union agree that an employee or group of employees may propose alternative work schedules that do not conform with the Collective Agreement (eg. compressed work weeks or flex hours). The employee(s) are responsible for reviewing the Collective Agreement and presenting a proposal to the Labour Management Committee that specifies:

- a) the Articles of the Collective Agreement which may require waivers.  
and
- b) how absences for illness, vacation, etc. are to be handled, and
- c) how penalty or premium payments (overtime, turnaround, etc.) are to be paid.

The Labour Management Committee will review all proposals. If a proposal is acceptable to the parties and meets the operational requirements of **the** Company, an interim agreement will be entered into between the Union and the Company.

APPENDIX “B” - LAYOFF NOTICE

Dear [Employee’s Name]:

The Company has advised the Union [today or on month, day, year] that as a result of the (a) decision to reduce the workforce, layoffs will take place on [month, day, year].

A meeting has been scheduled with the Union for [month, day, year] at [time] in the Boardroom to discuss this matter.

To ensure constructive discussions which will help minimize any ramifications on you, please inform your Department Head or any member of the Union Executive or the National Representative of any ideas regarding the proposed layoffs with respect to:

- I. If you are interested in early retirement, or a voluntary termination with severance package, or work sharing or a leave of absence.
2. Any other ideas you may have which may prove useful.
3. Which jobs **you** believe you can perform in other Functional Groups pursuant to the criteria in Collective Agreement Article 9.6.4.

Yours truly,

General Manager

c.c. Union

***THE PENSION PLAN  
FOR THE EMPLOYEES OF  
THE COMMUNICATION DIVISION OF  
NEWFOUNDLAND CAPITAL CORPORATION***

***2000***

## **INTRODUCTION**

This information booklet has been prepared to give you, in an informal way, a summary of the essential features of the benefits to which you become entitled on enrolling in the Plan.

It is provided to you on the express understanding that it is not a contract and does not grant or confer any contractual rights. As the design of this booklet is to explain those elements which are likely to be of most general interest, not all of the details of the Plan have been given here. All rights under this Plan shall be governed by the provisions of the master policy and applicable law.



## **PLAN OVERVIEW**

<i>Name of Plan:</i>	The Pension Plan for the Employees of the Communication Division of Newfoundland Capital Corporation
<i>Type of Plan:</i>	Defined Contribution Pension Plan
<i>Policy Number:</i>	500349
<i>Plan Effective Date:</i>	January 1, 1991
<i>Eligibility:</i>	See page 3 of this booklet
<i>Contributions:</i>	<p>Members contribute 5% of Earnings</p> <p>(However, members hired before January 1, 2000 may contribute 2%, 3%, 4% or 5% up to August 31, 2000, changing to 5% on September 1, 2000)</p> <p>Employer matches member's required contributions</p> <p>Additional voluntary contributions permitted</p>
<i>Investment Allocation:</i>	Each member determines his/her own investment allocation. If no allocation made, default is the NaviQuest Long-Term Growth Fund

<i>Investment Options:</i>	<p>One Month, 3 and 5 Year Guaranteed Funds</p> <p>Balanced Fund</p> <p>Bond Fund</p> <p>Growth Fund</p> <p>International Equity Fund</p> <p>NaviQuest Funds:</p> <p>Maximum Growth</p> <p>Long-Term Growth</p> <p>Balanced Growth &amp; Income</p> <p>Conservative Growth &amp; Income</p> <p>S &amp; P500 Fund</p> <p>U.S. Equity Fund</p>
<i>Vesting and Locking-in:</i>	<p>Employer contributions vest immediately</p> <p>Employer and member contributions lock-in after two years plan membership</p>
<i>Member Statements:</i>	Each June 30 and December 31
<i>Retirement Date:</i>	<p>Normal: On the first day of the month coincident with or immediately following your 65th birthday.</p> <p>Early: On the first day of any month coincident with or following your 55th birthday.</p>
<i>Amount of Retirement Pension:</i>	The pension that can be purchased with your Account Balance at the actual time of your retirement.

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## **DEFINITIONS**

Various terms are used in this booklet. Here is a brief explanation of some you will see:

**Account Balance:** all Employer and employee contributions made to the Plan on your behalf, together with their earned investment income. You may choose to invest a portion (or all) of your Account Balance in a guaranteed fund (see the section titled "Plan Investment"), whereby interest is credited at a guaranteed rate for a pre-determined period, or you may choose to invest in a pooled fund, and have that fund's gain or loss applied to your share while you participate in that fund. Depending on its performance, a pooled fund may experience a loss.

**Annuity:** a pension payable in monthly installments, generally for your lifetime. Various guarantee periods are available.

**Deferred Pension:** a pension whose payment is delayed until some time after you have left the pension plan. It cannot be deferred past the end of the year in which you attain age 69.

**Defined Contribution:** also called a "money purchase" type arrangement, means a pension plan to which contributions of a fixed amount are made. These accumulate until a member retires, at which time their value is used to provide a retirement income.

**Earnings:** rate of regular monthly remuneration while a member of this plan.

**LIF (Life Income Fund):** a modified registered retirement income fund (RRIF) for Locked-in funds available as an alternative to an annuity. This type of plan provides a more flexible retirement income

than an annuity. A formula establishes the minimum and maximum amounts that must be withdrawn each year, but between those limits you have some choice.

**LIRA:** in some jurisdictions a Locked-in RRSP (see below for definition of locking-in) is referred to as a locked-in retirement account or LIRA.

**Locked-in:** a condition required by provincial pension legislation whereby certain contributions (excluding voluntary) are not available to a terminating member in cash. They must instead be used to provide some type of retirement income.

*NOTE: FOR MORE INFORMATION ON LOCKING-IN OF FUNDS, SEE TERMINATION OF EMPLOYMENT SECTION.*

**Member:** an eligible employee who has joined the plan.

**Money Purchase:** see "defined contribution" above.

**Spouse:** Benefits may be payable to your Spouse on your retirement or death and may be split with your Spouse on marriage breakdown.

See your Employer about more information about the definition of "Spouse" that applies to you.

**Vesting:** refers to a member's "ownership" of the Employer contributions made on a member's behalf.

**Yearly Maximum Pensionable Earnings (YMPE):** an amount established each year under the Canada Pension Plan to approximate the average industrial wage; e.g., for 2000 it is \$37,600.

## **ELIGIBILITY AND MEMBERSHIP**

### **When do I become eligible for membership?**

If you are a full-time employee of the Employer and have completed twelve months of continuous service, you are eligible to join this plan on the first day of the following month.

If you are part-time employee of the Employer, you will be eligible for membership after two years of continuous service if during each of two consecutive calendar years immediately prior to membership:

- 1) your earnings are at least 35% of that year's Yearly Maximum Pensionable Earnings (YMPE) under the Canada/Quebec Pension Plan; or
- 2) if you are employed in Ontario or Prince Edward Island, you have worked at least 700 hours.

If you are a full-time or part-time employee working in Quebec, you will be eligible to join this plan upon satisfying either **CLQ** (2) above in the calendar year prior to applying for membership.

Membership in this plan is compulsory for eligible employees who average more than 19 hours of employment per week and have three or more years seniority. If you do not meet these requirements, your membership in the plan is optional.

If you are subject to the federal Pension Benefits Standards Act, you may decline to participate in this plan due to your religious beliefs.

Does this plan apply to Unionized Employees?

Yes, subject to agreement with the union(s) involved.

### **COST OF THE PLAN**

How much do I contribute to this Plan?

You are required to contribute 5% of your Earnings to the plan. (However, if you are a member who was hired prior to January 1, 2000, you may continue to contribute any whole percentage of your Earnings between 2% and 5% inclusive, as you choose, until September 1, 2000. Effective September 1, 2000, however, you will be required to contribute 5% of your Earnings to the plan.)

How much will my Employer contribute on my behalf?

The Employer will match your required contributions.

What happens if I receive a salary increase?

Because the contribution level is based on a percentage of salary, your contributions will increase accordingly.

May I increase my benefits by Additional Voluntary Contributions?

Yes, you may make additional voluntary contributions to this plan for the purpose of increasing your retirement benefits. You must make sure that the additional voluntary contributions you make for a particular year do not exceed the maximum amount permitted under

the Income Tax Act (Canada). These additional voluntary contributions must be made by regular payroll deductions. Voluntary contributions will not be matched by the Employer.

*What are my "Pension Adjustment" and "Money Purchase Limit"?*

Revenue Canada Taxation requires that any contributions which you make during a calendar year to a Money Purchase Pension Plan, together with the contributions made by the Employer on your behalf, be reported on your T4 for that year as your "Pension Adjustment". This amount will be used to determine your possible contributions to a Registered Retirement Savings Plan (RRSP) for the following year. Total pension contributions must not exceed Revenue Canada's "Money Purchase Limit" for the year in which they are made. The current Money Purchase Limit is the lesser of 18% of pensionable earnings and \$13,500.

*When do Contributions to this Plan stop?*

The Employer will cease contributing on your behalf once you are no longer an active member of the plan. This can occur due to retirement, termination of employment or death prior to termination.

**PLAN INVESTMENT**

*What return will the contributions made to the Plan earn?*

You have the ability to determine your own investment allocation. You may choose from four guaranteed funds and ten pooled funds, and may direct your contributions to any ten funds at one time. If you



make no investment allocation, all contributions will be invested in the NaviQuest Long-Term Growth Fund on your behalf.

Interfund transfers of guaranteed funds may incur a "Market Value Adjustment" charge if current rates are higher than the rate at which the transferred funds were originally invested. Payouts to members on retirement, death or termination of employment, however, are not subject to a market value adjustment.

**Guaranteed Funds:**

The One Month, 1, 3 and 5 Year Guaranteed Funds form part of Maritime Life's general funds and the payment of principal and interest is fully guaranteed by Maritime Life. The interest rate that is in effect on the day your deposit is received by Maritime Life is the interest rate the deposit will earn for the duration of the guaranteed period. Rates are determined according to current market conditions, and may vary from day to day.

**Pooled Funds:-**

Due to the nature of pooled funds, their value will fluctuate according to market conditions and the value of the underlying assets. This means that the value of your contributions invested in pooled funds is **not** guaranteed. The amount of risk associated with each fund depends on the type of investments held by them. Here is a brief description of the available pooled funds:

**Balanced Fund**

This Fund invests in a combination of equities, bonds and short term-securities and is managed by a team of investment managers. The asset mix is tilted to the investment category offering the best risk/reward potential.

***Bond Fund***

This fixed-income Fund invests in high quality corporate and government-guaranteed bonds and is managed by one of Canada's most respected bond managers.

***Growth Fund***

Managed by a team of Canada's top money managers, this multi-style Fund provides investors with a very well-diversified portfolio of Canadian common stocks.

***\*International Equity Fund***

This Fund invests in equity markets in Europe, Australia and the Far East, in order to capitalize on investment opportunities around the globe.

***NaviQuest Maximum Growth Fund***

This Fund is ideally suited for investors who want to maximize their long-term capital growth opportunities by investing all or substantially all of their investment in stocks.

***NaviQuest Long-Term Growth Fund***

This Fund is ideally suited for investors who want to emphasize long-term capital growth by investing a significant portion of their investments in stocks.

***NaviQuest Balanced Growth & Income Fund***

This Fund is ideally suited for investors who want balanced long-term capital growth by investing in stocks along with the greater security of investing in bonds.

***NaviQuest Conservative Growth & Income Fund***

This Fund is ideally suited for conservative investors who want to emphasize fixed income investments (bonds and money market) with moderate opportunities for capital growth by investing a portion of the assets in stocks.

***S & P500 Fund***

This Fund provides investors with a return that is linked to the U.S. stock market as measured by the Standard & Poors 500. It is designed to provide investors with the return of the S & P500 with virtually no currency risk.

***\*U.S. Equity Fund***

This Fund concentrates on building a well-diversified portfolio of U.S. stocks that are relatively inexpensive and have improving investment fundamentals.

\* Funds marked with an asterisk are considered "foreign property" for purposes of the Income Tax Act, and are limited to a total investment of 20%.

*How do I choose how to invest the money?*

A number of educational materials will be distributed to help advise you about the characteristics of the available funds.

Is there a minimum investment for any one investment option?

There is no minimum investment into any one of the investment funds.

*Can I change my investment choices?*

Yes. Twice a year you can:

- 1) Change your instructions as to where you want your future contributions invested;
- 2) Switch a particular amount from one fund to another.

Are there any fees or service charges associated with this Plan?

If you should invest in a Pooled Fund, there will be an investment management fee deducted from your balance on a monthly basis and reported on your semi-annual member statement.

**RETIREMENT AND YOUR PENSION**

*When Is My Normal Retirement Date?*

You will normally retire on the first day of the month coincident with or immediately following your attainment of age 65.

May I elect to retire at some time other than my Normal Retirement Date?

You may elect to retire on the first day of any month following your 55th birthday. If with the consent of the Employer you remain employed after your 65th birthday, you may retire at any time up to the end of the calendar year in which you attain age 69.

How much pension will I receive on my Normal Retirement Date?

You will receive the pension which can be purchased with your Account Balance; i.e., your contributions and the contributions made by the Employer on your behalf, together with all the earned income from both sources of contributions.

How will my pension payments from the Plan be made?

Your payments will be made by monthly cheques sent directly to you. The first payment will be made to you when you retire and the payments will continue to be paid for as long as you live.

If you are married at the time your pension payments start, your Account Balance will provide you with a pension payable for life, with 60% of that pension continuing to your Spouse for their lifetime should they survive you.

If you are not married, you will receive pension payments for as long as you live, with a ten year guarantee in any event. You may elect any of the optional forms of Retirement Income. Please refer to Optional Forms of Retirement on the following page.

## **OPTIONAL FORMS OF RETIREMENT INCOME**

*May I provide for my Pension to be paid in another form?*

Yes. While the "Normal Form" of pension for an unmarried member is life, guaranteed ten years and for a married member is a joint pension with a 60% survivor pension to your Spouse if they survive you, you may elect another form of payment. This will result in a different amount of pension.

Various options are available. At the time of your retirement, you will be able to select one of these:

- (1) Life, no guarantee - this pension ceases on your death.
- (2) Life, guaranteed 5, 10 or 15 years - if you die before the guarantee period is up, your pension will continue to your beneficiary for the balance of the guarantee period.
- (3) Joint and survivor, with some percentage continuing to the surviving spouse.
- (4) A transfer to a Life Income Fund (LIF) .

If you have a Spouse at the time your pension starts, however, you will need your Spouse's written permission to elect a form other than a joint pension continuing at least 60% to your Spouse. See the Employer for the necessary waiver form.

## **TERMINATION OF EMPLOYMENT**

### **What happens if I terminate my employment with the Employer?**

If you have completed less than two years of plan membership when you leave, you will be entitled to a refund of your own contributions and the Employer contributions made on your behalf, both credited with the rate of return of the investment funds which you have chosen, in cash or as a transfer to an RRSP.

If you have completed two or more years of plan membership when you leave, your own required contributions and the Employer contributions made on your behalf will be Locked-in. Payment may be made to you in one of the following ways:

1. a transfer to an insurance company to purchase a pension commencing at any time up to your 69<sup>th</sup> birthday (check with the Employer as to whether it can start before age 55); or
2. a transfer to a locked-in registered retirement savings plan (RRSP) or locked-in retirement account (LIRA) as applicable; or
3. a transfer to a life income fund (LIF) (check with the Employer as to whether you must be at least age 55 to elect this option); or
4. portability – a transfer to another pension plan on a Locked-in basis if that plan allows. This makes it easier to plan for retirement by accumulating in one place all the pension benefits earned over your working lifetime.

Any additional voluntary contributions you may have made will also be credited with any earned income. They will not be subject to locking-in on your termination and may be refunded in cash or transferred to an RRSP on a non-locked-in basis.

## **DEATH BENEFITS**

### **What happens if I die before Retirement?**

In the event of your death before your Retirement Date, your Spouse will be entitled to a return of your contributions, and the Employer contributions made on your behalf, both credited with the applicable rate of return. These contributions may be used to provide your Spouse with an annuity for life, transferred to some type of registered retirement arrangement, or paid to him/her in cash. (The pension legislation applicable to you may require that any death benefit paid to your Spouse be Locked-in.)

Depending on the provincial pension legislation that applies to you, your Spouse may be able to waive their right to receive this death benefit - see the Employer for more information and the appropriate form.

If you do not have a Spouse, the death benefit described above will be paid in a lump sum to your designated beneficiary, or to your estate if you have not designated a beneficiary.

When you join this plan you will be given the opportunity to designate a beneficiary. You may change this at any time by obtaining the appropriate form from the Employer.

In the event of your death after retirement, your death benefit will depend on the form of retirement income you have chosen.



## **ASSIGNMENT OF BENEFITS**

### **May I assign benefits under the Plan?**

Your rights under the Plan may not be assigned, charged, alienated, anticipated or given as security except that benefits you earn under this Plan may be assigned to your Spouse and will be subject to provincial property law in the case of divorce or separation.

## **GENERAL INFORMATION**

### **Is this booklet a complete description of the Plan?**

The terms of this Plan are stated in and will be governed in every respect by the Plan Rules, set forth in a document which is registered with Revenue Canada, Taxation and the Newfoundland Superintendent of Pensions, and a copy of which is attached to the Group Deposit Administration Contract issued by Maritime Life to the Employer. The Employer has the right to decide, consistent with the terms of the contract, all questions arising in the administration of the Plan. To the extent that any rights of an employee as described in this booklet are not in accordance with the provisions of the Plan, such rights are to be determined by reference to the applicable provisions of the Plan.

The full plan text and related documents are available for review by a member at the Employer's place of business. See the Employer for a list of the documentation which is available, and how copies may be obtained.

*What information will I receive about my benefits?*

You will receive a statement outlining the current value of your benefits, as at each June 30 and December 31. Upon your termination of employment or retirement, or on termination of the plan, the Employer will provide to you a written statement outlining the benefits payable under the plan. Your Employer will also provide a written statement upon your death, outlining the benefits payable under the plan.

*How do I make changes to my Plan?*

You may change the investment choices for your contributions among the various investment funds available, by completing and returning the appropriate form to the Employer.

Please ensure that Maritime Life receives your request before the date you wish it to be effective. Your Employer also has the appropriate forms to make any other changes you may wish; e.g., change of address, name, beneficiary, etc. These changes are made immediately upon receipt of the forms by Maritime Life.

*How are my benefits under the Plan affected by the Old Age Security Act and the Canada/Quebec Pension Plans?*

OAS and CPP/QPP benefits do not affect the benefits described in this booklet in any way. They are in addition to the benefits provided under the Plan.

*Are my contributions Tax Deductible?*

Yes, this Plan is registered with Revenue Canada Taxation, thus making your contributions exempt from income tax. However, once you retire and are receiving a benefit under the Plan, your benefits will be taxable. Please note that the only contributions eligible for income

tax deductions for any calendar year are those made during that calendar year.

*Plan Continuance.*

In order to protect both yourself and your Employer from unforeseen conditions, the right to change or discontinue the Plan is necessarily reserved for the Employer. However, no such change or discontinuance of the Plan can affect the benefits you have acquired prior to the date of such action.

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Policy Number: GSR 16857

## **Voluntary Accident Insurance Plan**

Date Prepared 07/2000

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## VOLUNTARY ACCIDENT INSURANCE

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### WHY VOLUNTARY PERSONAL ACCIDENT INSURANCE?

Recent years have brought an unfortunate increase in serious accidents of all kinds. Our daily newspapers report tragedies, involving people at work, at play, in airline and snowmobile accidents, and even in those home activities we usually think of as safe.

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

The following is a description of your Voluntary **plan**, an addition to your financial planning portfolio.

### DEFINITION

**"The Company"** means Unum Life Insurance Company of America.

### WHO IS ELIGIBLE?

You are eligible if you are a permanent full-time employee under age 65 working a minimum of 20 hours per week. Your spouse under age 65 and your eligible dependent children may also be covered if you so choose. It is completely voluntary; you choose the amount of insurance that you would like to have and then your premium is collected by payroll deduction.

 **"Male pronoun" whenever used Includes the female.**

### WHAT DOES THE PLAN COVER?

You are covered for accidents which may occur anywhere at any time - on or off the **job** - while travelling or at home, including travel as a passenger in any scheduled aircraft. The insurance is in effect 24 hours per day, 7 days a week.

### WHAT BENEFITS ARE PROVIDED?

### LOSS SCHEDULE

If within **one** year from the date of the accident, **Injury** results in any of the following specific losses, the Company pays the sum set opposite such **loss** for

Injury resulting from an accident. Each sum is calculated based on the amount of Principal Sum.

	Percentage of Principal Sum
<b>For Loss of:</b>	
Life.....	100%
Sight of Both Eyes.....	100%
One Hand and Sight of One Eye.....	100%
One Foot and Sight of One Eye.....	100%
Speech and Hearing in Both Ears.....	100%
Sight of One Eye.....	66 2/3%
Speech or Hearing in Both Ears.....	66 2/3%
Hearing in One Ear.....	33 1/3%
All Toes of One Foot.....	33 1/3%

<b>For Loss of or Loss of Use of:</b>	
Both Hands or Both Feet.....	100%
One Hand and One Foot.....	100%
One Arm or One Leg.....	75%
One Hand or One Foot.....	66 2/3%
Thumb and Index Finger of the Same Hand or At least Four Fingers of One Hand.....	33 1/3%

<b>For Paralysis of:</b>	
All four limbs (Quadriplegia).....	200%
Both lower limbs (Paraplegia).....	200%
One arm and one leg on the same side of the body (Hemiplegia).....	200%

**"Loss" means, with regard to:**

Hands and Feet:	Actual severance through or above the wrist or ankle joint;
Arms and Legs:	Actual severance through or above the elbow or knee joint;
Thumbs and Fingers:	Actual severance through or above the metacarpophalangeal joints;
Toes:	Actual severance through or above the metatarsophalangeal joints;
Eyes:	Entire and irrecoverable loss of sight;
Speech and Hearing:	Entire and irrecoverable loss of Speech and/or Hearing;
Paralysis:	Total and irreversible Paralysis;
Loss of Use of:	Must be total, irrecoverable and be continuous for 12 months after which the benefit is payable,

provided the nerve damage is determined to be permanent.

Indemnity provided under this section for all losses you sustain as a result of any one accident does not exceed the following:


1. With the exception of Quadriplegia, Paraplegia and Hemiplegia, the Principal Sum.
2. With respect to Quadriplegia, Paraplegia and Hemiplegia, two (2) the Principal Sum.

In no event will indemnity payable for all losses under this section exceed, in the aggregate, two (2) times the Principal Sum as the result of the same accident.

#### **LOSS AND DISABILITY**

If loss results from unavoidable exposure to the elements and indemnity is otherwise payable hereunder, such loss is payable under the terms of the policy.

If your body is not found within one year after the date of the disappearance, sinking or wrecking of the vehicle in which you are an occupant at the time of the accident and under such circumstances as would otherwise be covered hereunder, it is presumed that you suffered loss of life resulting from bodily injury caused by an accident at the time of such disappearance, sinking or wrecking.

 ***Benefits payable under this plan are paid in addition to any other insurance benefit which may be in effect at the time of the accident.***

#### **WAIVER OF PREMIUM**

If you, as an employee, become totally disabled from an accident or sickness and waiver of premium is approved under your applicable Group Life Insurance Plan, premiums under this plan are waived while total disability continues, until the earlier of your attainment of age 65, your eligibility terminates or the policy is terminated.

## REPATRIATION

If you **lose** your life as a result of a covered accident occurring at least 50 kilometres from your principal residence, the Company pays up to **\$10,000** for the preparation and transportation of your body back to your principal residence.

### **ISAL      i      BENEFIT**

If you receive benefits for a **loss** described in the Loss Schedule, the Company pays for the expenses actually incurred by your spouse within three years from the date of the accident, for an approved and mutually agreed upon formal occupational training program, specifically qualifying him to gain active employment in an **occupation** for which he would otherwise not have had sufficient qualifications. The maximum payable hereunder is **\$10,000**.

### **ii      PRIVILEGE**

You may convert to an individual plan of insurance similar to this one, subject to the terms and conditions of the Company's individual program. The maximum principal sum available under the converted policy and between all policies issued with the Company is **\$100,000**, and the rates are those in effect at the time of conversion. This conversion must **take** place within 31 days of termination of coverage under the policy.

### **ITATION**

**(Applicable to Employee and Spouse only)**

If you receive benefits for a loss described in the Loss Schedule and you require special training to allow you to work in an occupation that you would not have engaged in except for the injuries you sustained, the Company pays for that training, considering the expenses are reasonable and necessary (other than travelling, clothing and ordinary living expenses), up to **\$10,000**, occurring within three years from the date of the accident.

## FAMILY TRANSPORTATION

If while on a trip, you sustain an injury and as a result, are confined as an in-patient in a Hospital, are under the Regular Care and Attendance of a Physician and require **the** personal attendance of a Member of the Immediate Family as recommended by the attending Physician, the Company pays for the expense incurred by the family member for transportation to your bedside by the most direct route by a licensed common carrier, but not to exceed an amount of **\$10,000** as **the** result of any one accident.



**"Hospital"** means an institution licensed as a hospital, open at all times for the care and treatment of injured persons, with organized facilities for diagnosis, major surgery and with twenty-four (24) hour nursing services. Hospital will not include a facility or part of a facility primarily used for the aged, the treatment of drug addiction of alcoholism, rehabilitative care, custodial or educational care, or a rest home, nursing home or convalescent hospital.

**"Regular Care and Attendance"** means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing the confinement.

**"Member of the Immediate Family"** means your spouse or common-law spouse, parents, grandparents, children over age 18, your brother or your sister.


## **EDUCATION**

***This benefit is only applicable if you have elected the Employee and Family Plan.***

The Company pays for tuition fees in the event of your accidental death. To qualify, eligible dependent children must be enrolled as full-time students in a post-secondary "institution of education" at the time of your death or must enroll within one year following your death.

The amount paid for tuition fees and textbook expenses is equal to the lesser of 5% of your Principal Sum or \$5,000, per year per child, for a maximum of four consecutive years. The Company must receive proof of enrollment and attendance for each year that a payment is to be made for each child. If there are no dependent children eligible for this benefit, your Principal Sum is increased by \$3,000.

"Institution of education" includes any University, CEGEP, Trade School or College, as defined where you live.


 ***The maximum benefit amount provided under the policy for the purposes of educational expenses does not exceed, in the aggregate, \$5,000 per year between all policies Issued to the Policyholder by the Company.***

## **DAY CARE**

***This benefit is only applicable if you have elected the Employee and Family Plan.***

A dependent child is eligible for this benefit until he reaches age 12 and is enrolled in a licensed day care facility within 90 continuous days from the date of the accident.

If you sustain accidental loss of life, the Company pays a Day Care benefit equal to the lesser of **5%** of your Principal Sum or **\$5,000**, per year per child. The Day Care benefit is paid for a maximum of four consecutive years. If, at the time of your death, there are no dependent children eligible for this benefit, your Principal Sum is increased by **\$2,500**.

 ***The maximum benefit amount provided under the policy for the purposes of day care expenses does not exceed, in the aggregate, \$5,000 per year between all policies Issued to the Policyholder by the Company.***

## **HOME ALTERATION AND VEHICLE MODIFICATION**

**(Applicable to Employee and Spouse only)**

If you receive benefits for a loss described in the Loss Schedule and are subsequently required (due to the cause for which payment under the Loss Schedule is made) to use a wheelchair to be ambulatory, the Company pays, upon presentation of proof of payment, the one-time cost of (a) alterations to your residence to make it wheelchair accessible and habitable and (b) modifications necessary to your motor vehicle to make the vehicle accessible or driveable for you.

Benefits herein are not paid unless: (a) home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization providing support and assistance to wheelchair users and (b) vehicle modifications are carried out by a person or persons with experience in such matters and modifications are approved by the provincial vehicle licensing authorities.

The maximum payable will not exceed **\$10,000**.

## **SEAT BELT**

Your benefits under the Loss Schedule are increased by **10%** if your injury or death results while you were a passenger or driver of a private passenger type automobile and your "seat belt" was properly fastened. Verification of actual use of the seat belt must be part of the official report of accident or certified by the investigating officer.

The driver of the "vehicle" must hold a current and valid driver's license of a rating authorizing him to operate such vehicle and neither be intoxicated nor

under the influence of drugs, unless such drugs are taken as prescribed by a physician, at the time of the **accident**. "Intoxicated and "under the influence of drugs" are as defined by the local jurisdiction where the accident occurs.

"Seat Belt" means those belts that form a restraint system and includes infant and child restraint systems when properly used with a seat belt.

"Vehicle" means a passenger car, station wagon, van, jeep-type automobile or truck.

### **COMATOSE**

#### **(Applicable to Employee, Spouse and/or Dependent Children)**

If you suffer a covered accidental bodily injury which, independently of all other causes, results in your being in a coma, the Company pays a comatose benefit. The benefit amount is equal to the difference between the Principal Sum amount and any other benefits received as a result of such accident.

The benefit for you is paid to your designated beneficiary at the end of the waiting period and paid to you for your spouse and/or eligible dependent children. In each case, the rate will be 1% each month: (a) for 100 months, (b) until death occurs, or (c) until the covered person is no longer deemed to be in a coma or comatose state, whichever occurs first. Any other benefits remaining at the time of your death will be paid to **your** beneficiary. Any other benefits remaining at the time of your spouse and/or dependent children's death will be paid to you.

"Coma or comatose" means during the waiting period, being in a profound stupor or state of complete and total unconsciousness.

"Waiting period" means the 31 day period from the date the covered person becomes comatose and for which no benefits are payable.

### **ENHANCED BENEFIT FOR CHILDREN**

***This benefit is applicable if you have elected the Employee and Family Plan.***

If an eligible dependent child sustains a covered **loss** other than accidental loss of life, **the** Company pays an amount equal to two times **the** amount indicated for that loss under the Loss Schedule, up to a maximum of **\$100,000**.

## **IN-HOSPITAL INDEMNITY BENEFIT**

**(Applicable to employee, spouse & eligible dependent children)**

If an accident requires that you be hospitalized for more than seven consecutive days, the Company pays a benefit of **1/30th** of **1%** of your applicable Principal Sum for each day of continuous Hospital confinement, or for periods of less than one month, one-thirtieth of the above monthly benefit per day. Benefits are retroactive to the first day of **Hospital confinement**.

The benefit does not exceed a monthly amount of **\$1,000** and a total of **12** months for any covered accident. Successive periods of hospital confinement for **loss** from the same covered accident, separated by a period of less than three months, are considered as one period of hospital confinement.

The term "**Hospital**" is defined as an establishment which meets all of the following requirements:

- (1) holds a license as a hospital (if licensing is required in the province);
- (2) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- (3) provides 24-hour a day nursing service by registered or graduate nurses;
- (4) has a staff of one or more licensed physicians available at all times;
- (5) provides organized facilities for diagnosis, and major medical surgical facilities; and
- (6) is not primarily a clinic, nursing, rest or convalescent home or similar establishment nor is not, other than incidentally, a place for alcoholics or those addicted to drugs.

## **EXTENDED FAMILY BENEFIT**

If you have elected the Employee and Family Plan and as a result of your accidental loss of life, a payment is made under the "Loss Schedule", your insured Spouse's and/or insured Dependent Children's coverage is continued for a period of six months with no further payment of premiums. If your insured Spouse suffers accidental **loss** of life, the benefit is paid to his estate. Any other benefits payable (which include those payable for **insured** Dependent Children) are payable to the insured Spouse.

## CONTINUATION OF COVERAGE

Your coverage continues by the payment of premiums, for a maximum period of 12 months, while you are on an approved leave of absence, layoff, or maternity leave. Coverage ends on the earlier of the date you return to active full-time employment, the policy is terminated or at the end of the 12 month period.

### WHAT AMOUNTS OF COVERAGE ARE AVAILABLE?

You may elect to insure yourself only **OR** yourself and your family for one of the plans outlined below:

#### A. Employee only Plan

You may select amounts of insurance from:

**Option 1:** One times your annual earnings. \*

**Option 2:** Two times your annual earnings. \*

**Option 3:** Three times your annual earnings. \*

**Option 4:** Four times your annual earnings. \*

\* Your annual earnings will be rounded to the next higher multiple of \$1,000 if not already a multiple thereof, up to a maximum of \$500,000.

"Annual earnings" means the annual rate of wage or salary (excluding any bonuses, commissions and overtime earnings) the Insured was receiving from the Policyholder immediately prior to the date of accident.

#### B. Employee and Family Plan

You may select amounts of insurance as noted on the Employee Only Plan.

And your family will automatically be insured for the following:

##### (I) Spouse

Your spouse will be insured for **50%** of the benefits you elect for yourself if you have dependent children, or **60%** if you **do not**.

##### (II) Each child

**Each** dependent child will be insured for **15%** of your benefit if you have a spouse, or **20%** if you **do not**, to a maximum of **\$50,000** per child.

If a husband and wife are both employees of the Policyholder, they may both enroll, with **one** employee electing the Employee only Plan and the other electing the Family Plan with children only. The employee who does not enroll

is considered the spouse to be insured under the Family Plan.

## **DEFINITION OF SPOUSE AND DEPENDENT CHILD**

"Spouse" means the person under age 65 to whom you are legally married through an ecclesiastical or civil ceremony or, provided you have submitted a written designation to the Policyholder, your common-law spouse. "Common-law spouse" means your partner of the opposite sex under age 65, where such partner has been domiciled with you and has been publicly represented as your spouse for at least one year immediately before a loss is incurred.

"Dependent Children" means your legally adopted children, stepchildren for whom you have legal custody or any other children dependent upon you for support and maintenance in a parent-child relationship as defined under the Income Tax Act, where such children are unmarried, one day old but under 21 years of age, or under 25 years of age and in attendance at an institution for higher learning on a full-time basis, or mentally or physically handicapped. Mentally or physically handicapped children remain eligible beyond the maximum age shown above, provided they are incapable of self-sustaining employment and remain totally dependent upon you for support and maintenance.

## **WHAT DOES THE INSURANCE COST?**

Premiums are payable by payroll deductions. The premium rate for the Employee only Plan is **\$0.016** per month for each **\$1,000** of insurance. The premium rate for the Employee and Family Plan is **\$0.032** per month for each **\$1,000** of insurance. Some examples are shown below:

### **EXAMPLE:**

If you select **\$100,000** of coverage, your payroll deduction is **\$1.60** per month under the Employee only Plan.

## **HOW MAY I ENROLL IN THIS PLAN?**

It is quite easy to enroll in this plan. Simply complete the enrollment form which forms a part of this brochure.

1. SELECT THE AMOUNT OF INSURANCE THAT YOU DESIRE.
2. COMPLETE THE ENROLLMENT FORM AND RETURN IT TO YOUR EMPLOYER.

The Principal Sum **I have** selected is:    **\$** \_\_\_\_\_

Complete the enrollment form attached and return it to your Human Resources Department.

**\*FOR YOUR RECORDS AND REFERENCE, WE SUGGEST THAT YOU RECORD THE AMOUNT OF INSURANCE SELECTED AND THE PLAN CHOSEN.**

**☛ If you ~~decide not to participate~~ in the program, you are nevertheless requested to complete the section declining participation and return it to your employer.**

#### **WHAT IS THE EFFECTIVE DATE OF MY COVERAGE?**

Your coverage commences on the first of the month following the date of receipt of your enrollment form by the Human Resources Department. Enrollment forms must be submitted within 30 days of your eligibility date.

#### **HOW MAY MY COVERAGE BE INCREASED OR DECREASED?**

You may increase or decrease your coverage by making application to the Human Resources Department.

You may cancel your coverage by written advice to the Human Resources Department. Coverage ceases at the end of the month in which your cancellation is requested.

Should your marital or family status change and as a result, you wish to change your current coverage, written notice must be given to the Human Resources Department.

Upon termination of employment, your coverage automatically ceases as of the end of the month in which you terminate.

#### **TO WHOM ARE BENEFITS PAID?**

Your accidental death benefit is paid to the designated beneficiary on your enrollment form, or to your estate if no such designation is made. Any other benefits payable (which includes ~~those~~ payable for dependents) are paid to you.

#### **WHEN DOES THIS PLAN NOT APPLY?**

The insurance does not cover losses caused in any way from suicide or any suicide attempt; self-inflicted injuries; nuclear war or war between a country of

North America and/or the states of the former Soviet Union, China, France or the United Kingdom; full-time active service in the armed forces of any country; travelling as a pilot or crew member of any aircraft or travel in the Policyholder's owned or leased, operated aircraft;

### **AIM PROCEDURES**

To make a claim under this plan, written notice of the accident must be given to the Company within 30 days of the date of the accident and written proof must be submitted within 90 days of the date of the accident. The Company provides the necessary claim forms as well as instructions covering other requirements that may aid in a prompt handling of the claim.

If the Company does not receive the required notice and proof of loss, the claim may not be considered after the 90 day period has expired, unless there is good reason for the delay. In no event is a claim considered after one year from the date of the accident if the Company was not notified and the necessary forms not completed and submitted to the Company.

### **DISCLAIMER**

This booklet should be kept with your Employee Handbook. It is a summary of the principal features of the plan and is presented as a matter of general information only. The contents are not to be accepted or construed as a substitute for the provisions of the Master Policy **GSR 16857**, underwritten by Unum Life Insurance Company of America.

Arranged by

**RNE/ U S**  
1809 Barrington Street  
Suite 701  
Halifax, Nova Scotia  
**B3J 3K8**



**UnumLife Insurance Company of America**  
**VOLUNTARY ACCIDENT INSURANCE**  
**ENROLLMENT FORM**

\_\_\_\_\_  
\_\_\_\_\_  
**EMPLOYEE:**

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Initial

**DATE OF BIRTH:**

\_\_\_\_\_  
(MM/DD/YY)

\_\_\_\_\_  
(Employee Number)

**EMPLOYEES AMOUNT OF INSURANCE:** (Check one)

Option 1 ( ) (1 times annual earnings\*)

Option 2 ( ) (2 times annual earnings \*)

Option 3 ( ) (3 times annual earnings \*)

Option 4 ( ) (4 times annual earnings \*)

\* rounded to the next higher \$1,000 if not already a multiple thereof.

\_\_\_\_\_  
[ ] I authorize the deduction from  
my salary of the premiums for  
the insurance applied for as  
shown above.

\_\_\_\_\_  
[ ] I have been given the  
opportunity to apply for this  
insurance but I do not wish to  
participate.

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
**BE SIGNED BY : BY YOUR HUMAN RESOURCES  
DEPARTMENT. PLEASE INDICATE YOUR CHOICE CLEARLY.**

**(OFFICE USE ONLY)**

**EFFECTIVE DATE:**

**MONTHLY DEDUCTION:**

\$

07/2000



# Newfoundland Capital Corporation

**Group Policy Number:** G0097050

**Plan Document Number:** G0097049

**Class:** Metro Radio Employees

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

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

## Welcome to Your Group Benefit Program

**Group Policy Effective Date:** July 01, 1998

**Plan Document Effective Date:** July 01, 1998

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

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# Howto Use Your Benefit Booklet



## ***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 Commonly Used Terms, which provides a brief explanation of the 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 Newfoundland Capital Corporation. The information in this booklet is a summary of the provisions of the Group Policy for the Employee Life Insurance, Employee Optional Life Insurance, Dependent Life Insurance, Dependent Optional Life Insurance and Long Term Disability Benefits and the Plan Document for the Extended Health Care, Dental Care and Weekly Income Benefits. In the event of a discrepancy between this booklet and the Policy or Plan Document (both available from your employer), the terms of the Policy or Plan Document will apply.

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

**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, Plan Document 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, Plan Document 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 all times.***

***Your Benefit Booklet includes..***

***Important Note***

***Your Group Benefit Card***

# Explanation of Commonly Used Terms

---

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

## **Accident**

### **Accident**

an unexpected or unforeseen happening or event involving an external force, causing loss or injury.

## **Benefit Percentage (Co-insurance)**

### **Benefit Percentage (CO-insurance)**

the percentage of Covered Expenses which is payable by your employer.

## **Covered Expenses**

### **Covered Expenses**

expenses that will be considered in the calculation of payment due under your Extended Health Care or Dental Care benefit.

## **Deductible**

### **Deductible**

the amount of Covered Expenses that must be incurred and paid by you or your dependents before benefits are payable by your employer.

## **Dependent**

### **Dependent**

your Spouse or Child who is covered under the Provincial Plan.

### **- Spouse**

Your legal spouse, excluding a spouse who is separated from you, or a person continuously living with you in a role like that of a marriage partner for at least 12 months.

### **- Child**

- your natural child, child of a common-law Spouse, adopted child, foster child or stepchild, who is dependent on you for support and maintenance, and who is:

- unmarried;

- under age 21, or under age 25 if a full-time student;

- not employed on a full-time basis; and

- not eligible for coverage as an employee under this or any other Group Benefit Program.

- a child who is incapacitated on the date he or she reaches the age when coverage would normally terminate will continue to be an eligible dependent. However, the child must have been covered 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 handicap.

Your employer may require written proof of the child's condition as often as may reasonably be necessary.

- a stepchild must be living with you to be eligible.

# Explanation of Commonly Used Terms

- for Dependent Life Insurance, a child must be at least 24 hours old to be eligible.

## **Drug**

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

## **Earnings**

your regular rate of pay from your employer (prior to deductions), excluding bonuses, overtime pay, commissions and shift differential.

Earnings for Commissioned Salesmen will be 80% of the previous year's salary.

## **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 covered 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.



**Drug**

**Earnings**

**Experimental or  
Investigational**

**Immediate Family  
Member**

**Licensed, Certified,  
Registered**

**Life-Sustaining Drugs**

**Medically Necessary**

**Non-Evidence Limit**

**Provincial Plan**

**Qualifying Period**

**Reasonable and  
Customary**

## **Explanation of Commonly Used Terms**

### ***Take Home Pay (Net Earnings)***

your earnings, **less** deductions normally made for federal and provincial income tax.

### ***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.

***Take Home Pay (Net Earnings)***

***Waiting Period***

***Ward***

# 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 Employer's Representative***

Your employer is responsible for ensuring that all employees are covered for the Benefits to which they are entitled by 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 employer with the necessary information to perform such duties.

Your Employer's Representative is _____	
Phone	Number: (_____) _____ - _____

*Please record the name of your representative and the contact number in the space provided.*

## ***Applying for Group Benefits***

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

## ***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 employer. Such changes could include:

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



***Why Group Benefits?***

***Your Employer's Representative***

***Applying for Group Benefits***

***Making Changes***



# The Claims Process

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

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

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

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

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

### ***Claim Payment***

Once the claim has been processed, Manulife Financial will send you a Claim Statement.

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 employer 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 employer.

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

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

If you or your dependents are covered for similar benefits under another Plan, this information will be taken 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 covered 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.

Plan does not include school insurance or Provincial Plans.

## ***Order of Benefit Payment***

### ***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.

# The Claims Process



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

In situations where you or your 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).
- 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.

## The Claims Process

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- If the 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.

# Who Qualifies for Coverage?



## ***Eligibility***

You are eligible for Group Benefits if you:

- are a full-time or part-time employee of Newfoundland Capital Corporation 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 coverage on the date you become eligible or the date you first acquire a dependent, whichever is later. You must apply for coverage for yourself in order for your dependents to be eligible.

### ***Required Number of Hours***

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

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

### ***Medical Evidence***

Medical evidence is required for all benefits, except Dental, when you make a Late Application for coverage on any person. Medical evidence is required when you apply for coverage in excess of the Non-Evidence Limit.

### ***Late Application***

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 benefits more **than** 31 days after the date benefits terminated under your spouse's plan; or
- apply for benefits, 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 employer. Further medical evidence may be requested by Manulife Financial.

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

- If medical evidence is not required, your Group Benefits will be effective on the date you are eligible.

## ***Eligibility***

### ***Required Number of Hours***

### ***Medical Evidence***

### ***Late Application***

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

## Who Qualifies for Coverage?

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- If medical evidence 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 plan benefit coverage to become effective. If you are not actively at work on the date your coverage would normally become effective, your coverage will take effect on the next day on which you are again actively at work.

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

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

### ***Termination of Coverage***

Your Group Benefit coverage 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 or Plan Document terminates, or
- the date you reach the Termination Age.

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

***Termination of  
Coverage***

# Your Group Benefits

## Employee Life Insurance

The Employee Life Insurance benefit is insured under Manulife Financial's Group Policy G0097050.

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**

**Benefit Amount** - 4 times your annual earnings, to a maximum of \$500,000

**Non-Evidence Limit** - \$500,000

**Qualifying Period for Waiver of Premium** - 26 weeks

**Termination Age** - your benefit amount reduces to 25% at age 65 and terminates at age 70 or retirement, whichever is earlier.

### **Waiting Period**

none for employees hired on or prior to the Group Policy Effective Date  
none for all other employees

### **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**

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**

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of:

- your own occupation, during the Qualifying Period and the 2 years immediately following the Qualifying Period



*Employee Life  
Insurance*

*Employee Life - The  
Benefit*

*Employee Life  
Insurance - Submitting  
a Claim*

*Employee Life  
Insurance - Waiver of  
Premium*

*Employee Life  
Insurance - Totally  
Disabled*

## Your Group Benefits

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- any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 2 years specified above

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

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

### **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 2 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:
  - your own occupation, during the Qualifying Period and the following 2 years, and
  - any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 2 years specified above.
- 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:

# Your Group Benefits



- your own occupation, during the Qualifying Period and the following 2 years, and
- any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 2 years specified above.
- 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.

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 Benefits 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.

***Employee Life  
Insurance- Recurrent  
Disability***

***Employee Life  
Insurance- Conversion  
Privilege***

# Employee Optional Life Insurance

**The Employee Optional Life Insurance benefit is insured under Manulife Financial's Group Policy G0097050.**

***Employee Optional Life  
Insurance***

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



# Your Group Benefits

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## *Employee Optional Life Insurance - The Benefit*

### **The Benefit**

**Benefit Amount** - increments of \$25,000 to a maximum of \$150,000

**Non-Evidence Limit** - All amounts are subject to Evidence of Insurability.

**Qualifying Period for Waiver of Premium** - 26 weeks

**Termination Age** - age 65 or retirement, whichever is earlier

### **Waiting Period**

none for employees hired on or prior to the Group Policy Effective Date

none for all other employees

To apply for Employee Optional Life Insurance you must complete the Application for Optional Life form which is available from your Plan Administrator.

For details on Submitting a Claim and Conversion Privilege, please refer to 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 Optional Life Insurance will continue without payment of premium.

### **Definition of 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:

- your own occupation, during the Qualifying Period and the 2 years immediately following the Qualifying Period
- any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 2 years specified above

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

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

### **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 2 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.

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

## *Employee Optional Life Insurance - Totally Disabled*

## *Employee Optional Life Insurance - Entitlement Criteria*

# Your Group Benefits



- 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:
  - your own occupation, during the Qualifying Period and the following 2 years, and
  - any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 2 years specified above.
- 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:
  - your own occupation, during the Qualifying Period and the following 2 years, and
  - any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 2 years specified above.
- 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 Optional Life  
Insurance -  
Termination of Waiver  
of Premium***

***Employee Optional Life  
Insurance - Recurrent  
Disability***

## Your Group Benefits

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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.

### **Exclusions**

If death results from suicide any amount of Optional Life Insurance that has been in effect for less than 2 years will not be payable.

**Employee Optional Life Insurance - Exclusions**

## Dependent Life Insurance

The Dependent Life Insurance benefit is insured under Manulife Financial's Group Policy G0097050.

**Dependent Life Insurance**

If one of your dependents dies while insured, the amount of this benefit is paid to you.

### **The Benefit**

**Benefit Amount** - \$5,000 spouse; \$2,500 each dependent child

**Dependent Life - The Benefit**

**Termination Age** - employee's retirement

### **Waiting Period**

none for employees hired on or prior to the Group Policy Effective Date  
none for **all** other employees

### **Submitting a Claim**

To submit a Dependent Life Insurance claim, you 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.

**Dependent Life Insurance - 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).

**Dependent Life Insurance - Waiver of Premium**

# Your Group Benefits



## ***Conversion Privilege***

If your spouse's life insurance terminates, he or she may be eligible to convert the terminated insurance to an individual policy, without medical evidence. Application for the individual policy must be made, and the first monthly premium paid, within 31 days of the termination date. If your spouse dies during this 31-day period, the amount of Dependent Life Insurance available for conversion will be paid to you, even if your spouse didn't apply for conversion.

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

***Dependent Life  
Insurance- Conversion  
Privilege***

## **Dependent Optional Life Insurance**

**The Dependent Optional Life Insurance benefit is insured under Manulife Financial's Group Policy G0097050.**

***Dependent Optional  
Life Insurance***

If your spouse dies while insured, the amount of this benefit will be paid to you.

### ***The Benefit***

**Benefit Amount** - Spouse- increments of \$25,000 to a maximum of \$150,000  
- Child - not applicable

***Dependent Optional  
Life Insurance- The  
Benefit***

**Non-Evidence Limit** - All amounts are subject to Evidence of Insurability.

**Termination Age** - employee's retirement, or the spouse's age 65, whichever is earlier

### **Waiting Period**

none for employees hired on or prior to the Group Policy Effective Date  
none for all other employees

To apply for Dependent Optional Life Insurance you must complete the Application for Optional Life form which is available from your Plan Administrator.

### ***Submitting a Claim***

To submit a Dependent Optional Life Insurance claim, you 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 loss.

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

Please refer to Employee Life Insurance for details on the Waiver of Premium provision.

***Dependent Optional  
Life Insurance-  
Submitting a Claim***

***Dependent Optional  
Life Insurance- Waiver  
of Premium***

# Your Group Benefits

## - Exception

If you are not insured for Employee Optional Life, the Waiver of Premium provision will not apply to your spouse's Dependent Optional Life Insurance, unless:

- at the time you applied for Dependent Optional Life Insurance on your spouse, you also provided Manulife Financial with evidence of insurability for yourself, and
- Manulife Financial approved your evidence of insurability

## Conversion Privilege

If your spouse's insurance terminates, he or she may be eligible to convert the terminated insurance to an individual policy, without medical evidence. Application for the individual policy must be made, and the first monthly premium paid, within 31 days of the termination date. If your spouse dies during this 31-day period, the amount of Dependent Optional Life Insurance available for conversion will be paid to you, even if your spouse didn't apply for conversion.

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

## Exclusions

If death results from suicide any amount of Dependent Optional Life Insurance that has been in effect for less than one year will not be payable.

# Extended Health Care

**Your Extended Health Care Benefit is provided directly by Newfoundland Capital Corporation. Manulife Financial has been contracted to adjudicate and administer your claims for this benefit following the standard insurance rules and practices. Payment of any eligible claim will be based on the provisions and conditions outlined in this booklet and your employer's Benefit Plan.**

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.

*Dependent Optional  
Life Insurance-  
Conversion Privilege*

*Dependent Optional  
Life Insurance-  
Exclusions*

*Extended Health Care*

# Your Group Benefits



**Extended Health Care -  
The Benefit**

## ***The Benefit***

**Overall Benefit Maximum** - Unlimited

**Deductible** - Nil

## **Benefit Percentage (Co-insurance)**

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

## **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 80%.**

**The Benefit Percentage for Referral within Canada Travel and Accommodation Benefit is 75%.**

**The Benefit Percentage for ManuAssist is 100%.**

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

## **Waiting Period**

none for employees hired on or prior to the Plan Document Effective Date  
none 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 or your employer, 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 covered 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

**Extended Health Care -  
Covered Expenses**

## **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.

**Extended Health Care -  
Advance Supply  
Limitation**

## **Hospital Care**

- charges, in excess of the hospital's public ward charge, for semi-private accommodation, provided:
  - the person **was** confined to hospital on an in-patient basis, and
  - the accommodation was specifically elected by the patient

**Extended Health Care -  
Hospital Care**

## Your Group Benefits

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- daily charges for nursing home confinement in excess of the Provincial Plan's allowance for public ward accommodation in the nursing home of confinement. Manulife Financial requires that written certification from two physicians be supplied to verify that the insured person is being treated for a chronic condition and is receiving chronic care.

The following charges are not covered under the nursing home provision:

- that part of any charges incurred for confinement not in conjunction with the Provincial Plan Extended Health Care program, and that part of any charges for which reimbursement is made under any other part of this Policy or which are payable by or may be received through any other group insurance policy, group medical, surgical or hospital pre-payment plan or any governmental plan or law;
- Charges incurred after the effective date of termination of the employee or dependent insurance under this benefit, even though such employee or dependent may be confined at such time.

**Note:** Charges for any portion of the cost of ward accommodation, utilization or co-payment fees (or similar charges) are not covered

### ***Vision Care***

- eye exams, \$35 per 24 consecutive months for adults and \$35 per 12 consecutive months for dependent children
- purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, to a maximum of \$100 per 24 consecutive months for adults and \$100 per 12 consecutive months for dependent children
- 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)

### ***Professional Services***

Services provided by the following licensed practitioners:

- Chiropractor - \$400 per calendar year(s)
- Osteopath - \$400 per calendar year(s)
- Podiatrist - \$400 per calendar year(s)
- Chiropodist - \$400 per calendar year
- Massage Therapist - \$400 per calendar year(s)
- Naturopath - \$400 per calendar year(s)
- Speech Therapist - \$400 per calendar year(s)
- Physiotherapist - \$400 per calendar year(s)
- Psychologist - \$400 per calendar year(s)

***Extended Health Care-  
Vision Care***

***Extended Health Care-  
Professional Services***

# Your Group Benefits



- Acupuncturist - \$400 per calendar year(s)

Expenses for some of these Professional Services may be payable in part by Provincial Plans. Coverage for the balance of such expenses prior to reaching the Provincial Plan maximum may be prohibited by provincial legislation. In those provinces, expenses under this Benefit Program are payable after the Provincial Plan's maximum for the benefit year has been paid.

The recommendation of a Physician is required for services provided by a massage therapist, speech therapist, physiotherapist and psychologist. The recommendation of a Physician is not required for any other Professional Services.

## **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 medication training program

*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**

Before the services begin, it is advisable that you submit a detailed treatment plan with cost estimates. You will then be advised 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

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

**- Private Duty Nursing**

**- Ambulance**



# Your Group Benefits

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## **- Medical Equipment**

### **Medical Equipment**

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

- 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**

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

- artificial eyes, limbs, and breast prostheses, subject to a maximum of \$400 per 3 calendar years per appliance
- surgical stockings, up to a maximum of 2 pairs per calendar year
- surgical brassieres, up to a maximum of 4 per calendar year
- braces (other than foot braces), trusses, collars, leg orthosis, casts and splints
- orthotic shoe inserts (recommendation of a physician or podiatrist is required) to a maximum of \$200 per calendar year
- cost, installation, repair and maintenance of hearing aids (including charges for batteries), to a maximum of \$400 every 5 calendar year(s)

## **- Other Supplies and Services**

### **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 2 years of the accident, excluding injuries due to biting or chewing

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

### **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 covered 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 a covered 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 covered person is able to return to his province of residence.

- expenses are payable up to a maximum of \$250,000 for any one illness

## Your Group Benefits



- referral outside Canada for treatment which is available in Canada, to a maximum of \$50,000 per calendar year.

If, while outside Canada on referral for medical treatment, the covered 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 \$50,000 per calendar year.

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

- the treatment must be recommended by a physician practicing in Canada, and
- it is advisable that you submit a detailed treatment plan with cost estimates before treatment begins. You will then be notified 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.

### **Referral within Canada Travel and Accommodation Benefit**

Charges incurred for a covered person and a guardian accompanying the covered person if the covered person is under age 18, for travel and accommodation (excluding charges for meals) when a covered person must travel outside his province of residence but within Canada for medical treatment. Charges will be subject to a maximum of \$750 per person per calendar year.

### **ManuAssist**

ManuAssist is a travel assistance program available for you and your covered dependents. The assistance services are delivered through an international organization, specializing in travel assistance.

The following services are provided, when required as a result of a medical emergency which occurs during the first 90 days while travelling outside your province of residence:

**• Referral within  
Canada Travel and  
Accommodation  
Benefit**

**Extended Health Care-  
ManuAssist**

# Your Group Benefits

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## Medical Emergency Assistance

A Medical Emergency is a sudden, unexpected injury which occurs or an unforeseen illness which begins while a covered 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 covered person is able to return to his 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 coverage, is provided.

### 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 covered person.

Payment and co-ordination of expenses will take into account the coverage that the covered 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 covered person is entitled, the administrator 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 covered person will be monitored by medical staff who will maintain contact, as frequently **as** necessary, with the covered person, the attending physician, the covered person's personal physician and family.

### e) **Medical Transportation**

If medically necessary, arrangements will be made to transfer a covered person to and from the nearest medical facility or to **a** medical facility in the covered 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 covered 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 a covered 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 a covered person, one-way economy transportation will be arranged to enable each covered 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 covered person, and whose fare for transportation and accommodation was pre-paid at the same time as the covered person's fare.

If the covered 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.

**h) After Hospital Convalescence**

If a covered 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 I) of this provision.

**i) Visit of Family Member**

Expenses incurred for round-trip economy transportation will be paid for an immediate family member to visit a covered 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 the administrator.

**j) Vehicle Return**

If a covered 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 covered person's home or nearest appropriate rental agency will be paid, up to a maximum of \$1,000 (Canadian).

# Your Group Benefits

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## k) Identification of Deceased

If a covered 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.

## Non-Medical Assistance

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

In the event of the death of a covered 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 a covered 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 covered 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 covered person plans to travel.

## Exceptions

The administrator, and the company contracted by the administrator 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 a covered person to obtain medical treatment or emergency assistance services for any reason.

# Your Group Benefits



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 plan document 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 employer

## **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 employer.

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.

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.

## **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 group benefit coverage
- services or supplies which are not permitted by law to be paid

**Extended Health Care-  
Submitting a Claim**

**Extended Health Care-  
Exclusions**

## Your Group Benefits

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- 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 covered 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
- vitamins, minerals, foods and dietary supplements whether or not a prescription is given for medical reasons

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

If a person is disabled when coverage 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 2 years after coverage would otherwise have terminated while the person remains disabled. However, coverage will terminate if the disabled person becomes eligible for coverage under another group plan, or on the date the Plan Document terminates.

You will be considered disabled if you are eligible for disability benefits under any other provision of the Manulife Financial Group Policy G0097050.

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

### ***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 Regie de l'assurance-maladie du Quebec (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.

***Extended Health Care-  
Continuation of  
Coverage***



***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 a covered 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.

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.



# Your Group Benefits

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## d) *Lifetime Maximums*

Lifetime maximums (if any) for the drug benefit will not apply. Drug coverage provided after the lifetime maximum amount 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 the Administrator 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 Commonly Used 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 the Administrator 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 and \$200/family applies to covered expenses,
- iii) the percentage payable by the Administrator 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 the Extended Health Care benefit.

### ***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

Your Dental Care Benefit is provided directly by Newfoundland Capital Corporation. **Manulife** Financial has been contracted to adjudicate and administer your claims for this benefit following the standard insurance rules and practices. Payment of any eligible claim will be based on the provisions and conditions outlined in this booklet and your employer's Benefit Plan.

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.

The Benefit

Deductible - Nil

Dental Fee Guide - Current Province of Treatment Fee Guide for General Practitioners for the Province in which the services are rendered

Benefit Percentage (Co-insurance) -

100% for Level I - Basic Services

100% for Level II - Supplementary Basic Services

100% for Level III - Dentures

100% for Level IV - Major Restorative Services

80% for Level V - Orthodontics

Benefit Maximums

\$1,200 per calendar year combined for Level I and Level II and Level III and Level IV and Level V

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

Waiting Period

none for employees hired on or prior to the Plan Document Effective Date

none for all other employees

### ***Covered Expenses***

The following expenses are covered if they:

- are incurred for the necessary dental care of a covered person while covered under this benefit
- are incurred for services provided within the scope of the licence of the person providing the service

***Dental Care***

***Dental Care - The Benefit***

***Dental Care - Covered Expenses***

## Your Group Benefits

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

- are reasonable as determined by your employer or 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 your employer or 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
- 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
- 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 for Dependent children only (appliances placed for orthodontic purposes are not covered)
- minor surgical procedures and post surgical care
- diagnostic procedures for the treatment of temporomandibular joint dysfunction
- 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

#### **Level II - Supplementary Services**

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

- surgical procedures not included in Level I (excluding implant surgery)
- surgical services associated with the treatment of temporomandibular joint dysfunction
- temporomandibular joint dysfunction appliances
- periodontal services for treatment of diseases of the gums and other supporting tissue of the teeth, including:

# Your Group Benefits



- 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

## **Level III - Dentures**

- initial provision of full or partial removable dentures
- replacement of removable dentures, provided the dentures are required because:
  - a natural tooth *is* extracted and the existing appliance cannot be made serviceable;
  - the existing appliance is at least 60 months old; or
  - the existing appliance is temporary and *is* replaced with the permanent dentures within 12 months of its installation
- expenses for dentures required solely to replace a natural tooth which was missing prior to becoming covered for this expense are not payable

**Dental Care- Level III -  
Dentures**

## **Level IV - Major Restorative Services**

- crowns and onlays when the function of a tooth *is* impaired due to cuspal or incisal angle damage caused by trauma or decay
- initial provision of fixed bridgework
- replacement of bridgework, provided the new bridgework is required because:
  - a natural tooth is extracted and the existing appliance cannot be made serviceable;
  - the existing appliance is at least 60 months old; or
  - the existing appliance *is* temporary and is replaced with the permanent bridge within 12 months of its installation
- expenses for bridgework required solely to replace a natural tooth which was missing prior to becoming covered for this expense are not payable

**Dental Care- Level IV -  
Major Restorative  
Services**

## **Level V - Orthodontics**

- orthodontic services

**Dental Care- Level V -  
Orthodontics**

# Your Group Benefits

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## **Dental Care- Alternate Treatment**

### ***Alternate Treatment***

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

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

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

If the cost of any proposed dental treatment is expected to exceed \$500, it is suggested 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.

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

### ***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 Plan Document or the Dental Care Benefit) are payable, provided the expense is incurred within 31 days after your benefit terminates.

## **Dental Care- Submitting a Claim**

### ***Submitting a Claim***

To submit a claim, you and your dentist must complete a Dental Claim form available from your employer.

All claims must be submitted within 12 months after the date the expense was incurred.

## **Dental Care- Exclusions**

### ***Exclusions***

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

- 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
- dental care which is cosmetic
- broken dental appointments
- services which are payable by any government plan
- 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 group benefit coverage
- replacement of removable dental appliances which have been lost, mislaid or stolen
- laboratory fees which exceed reasonable and customary charges

# Your Group Benefits



- services or supplies which are performed or provided by an immediate family member or a person who lives with the insured person
- implants, or any services rendered in conjunction with implants
- treatment which is not generally recognized by the dental profession as an effective, appropriate and essential form of treatment for the dental condition
- services or supplies which are not specified as a covered expense under this benefit

## Survivor Extended Benefit

If you die while your dependents are covered under this Group Benefit Program, your employer will continue the Extended Health Care and Dental Care benefits from the date of your death, without requiring any contribution from you, until the earliest of:

- the date your dependent is no longer a dependent, according to the definition of dependent (see Explanation of Commonly Used Terms),
- the date similar coverage is obtained elsewhere,
- the date which is 12 months from your death, or
- the date the Plan Document terminates.

*Survivor Extended  
Benefit*

## Weekly Income (Short Term Disability)

**Your Weekly Income Benefit is provided directly by Newfoundland Capital Corporation. Manulife Financial has been contracted to adjudicate and administer your claims for this benefit following the standard insurance rules and practices. Payment of any eligible claim will be based on the provisions and conditions outlined in this booklet and your employer's Benefit Plan.**

*Weekly Income*

If you become Totally Disabled while covered and meet the Entitlement Criteria for this benefit, your employer will pay a disability benefit.

### **Definition of 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 your own occupation.

*Weekly Income-  
Definition of Totally  
Disabled*

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

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

# Your Group Benefits

## Weekly Income - The Benefit

### ***The Benefit***

**Benefit Amount** - 100% of your weekly earnings or the Employment Insurance Maximum benefit amount, whichever is greater

**Non-Evidence Limit** - \$999,999

**Qualifying Period** - 28 calendar days, if the disability is due to an accident; 28 calendar days, if the disability is due to a sickness

- Benefits are payable from the end of the Qualifying Period. Benefits are not payable for or during the Qualifying Period.
- You must be receiving regular, ongoing care and treatment from a physician during the Qualifying Period in order for benefits to be payable at the end of the Qualifying Period. Otherwise, benefits are not payable until the date you are first treated by your physician.

**Maximum Benefit Period** - 22 weeks

**Termination Age** - age 65 or retirement, whichever is earlier

### **Waiting Period**

none for employees hired on or prior to the Plan Document Effective Date  
none for all other employees

## Weekly Income - Entitlement Criteria

### ***Entitlement Criteria***

To be entitled to disability benefits, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Qualifying Period
- your employer or 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 your own occupation.
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by your employer or Manulife Financial.

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

### ***Periods for Which You are Not Entitled to Benefits***

*You are not entitled to benefit payments for any period that you are:*

- not receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by your employer or Manulife Financial
- receiving Employment Insurance maternity or parental benefits
- on lay-off during which you become Totally Disabled

## Weekly Income - Periods for which You are Not Entitled to Benefits

# Your Group Benefits



- on leave of absence during which you become Totally Disabled, unless your employer is required to pay benefits during this period as a result of legislation, regulation or case law
- receiving benefits under an employer-sponsored salary continuance or wage loss replacement plan, or receiving temporary disability benefits from Workers' Compensation
- receiving earnings or payments from any employer, including severance payments and vacation pay
- incarcerated in a prison, correctional facility, or mental institution by order of authority of a criminal court

## **Amount of Disability Benefit Payable**

The amount of disability benefit payable to you is the Benefit Amount shown above reduced by any disability benefits you receive or are entitled to receive from the following source(s) for the same or related disability:

- any government motor vehicle automobile insurance plan or policy which is considered an allowable exclusion under the Employment Insurance Premium Reduction Regulations, unless prohibited by law

## **Subrogation**

If your disability is caused by another person and you have a legal right to recover damages, your employer will request that you complete a subrogation reimbursement agreement when you submit your Weekly Income claim.

On settlement or judgement of your legal action, you will be required to reimburse your employer those amounts you recover which, when added to the disability benefits that your employer paid to you, exceed 100% of your lost income.

## **Tax Status of Benefits**

The tax position of any payments you receive under this benefit depends on whether you or your employer pays the cost of the benefit.

If your employer pays a portion or all of the cost, then any disability benefit payments you receive will be taxable. If you pay the full cost of the benefit, then any disability benefit payments you receive will be non-taxable.

## **Payment of Disability Benefits**

Disability benefit payments will be made weekly in arrears. Any payment for a period of less than one week will be made at a daily rate of one-seventh of your weekly benefit amount.

## **Termination of Benefit Payments**

Your disability benefit payments will cease on the earliest of:

**Weekly Income -  
Amount of Disability  
Benefit Payable**

**Weekly Income -  
Subrogation**

**Weekly Income - Tax  
Status**

**Weekly Income -  
Payment of Disability  
Benefits**

**Weekly Income -  
Termination of Benefit  
Payments**



## Your Group Benefits

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- the date you cease to be Totally Disabled, as defined under this benefit
- the date you work in any occupation for wage or profit
- the date you do not supply your employer or 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 your own occupation
- the date you do not attend an examination by an examiner selected by your employer or Manulife Financial
- the date on which benefits have been paid up to the Maximum Benefit Period for this benefit
- the date you retire
- the date of your death

### ***Recurrent Disability***

If you become Totally Disabled again from the same or related causes within 2 weeks from the end of the period for which Weekly Income benefits were paid, the disability will be treated as a continuation of your previous disability.

You will not be required to satisfy any applicable Qualifying Period again. The benefit payable to you will be based on your earnings as at the date of your previous disability. Benefits for all such recurrent disabilities will not be paid for a combined period longer than the Maximum Benefit Period for this benefit.

If the same disability recurs more than 2 weeks after the end of the period for which benefits were paid, 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.

### ***Submitting a Claim***

To submit a claim, you must complete the Weekly Income Claim form, available from your Employer. 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.

### ***Exclusions***

*No benefits are payable for any disability related to:*

- any illness or injury for which benefits are payable by Workers' Compensation or similar coverage
- self-inflicted injuries or illnesses

***Weekly Income-  
Recurrent Disability***

***Weekly Income-  
Submitting a Claim***

***Weekly Income-  
Exclusions***

# Your Group Benefits



- a disability which commences on or after the date notice of lay-off was provided
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion
- medical or surgical care which is cosmetic
- the committing of or the attempt to commit an assault or criminal offence
- abuse of addictive substances, including drugs and alcohol, unless you are actively participating and co-operating in a medical treatment program for substance abuse which has been approved by your employer or Manulife Financial

## Long Term Disability

**The Long Term Disability Benefit is insured under Manulife Financial's Group Policy G0097050.**

If you become Totally Disabled while insured and meet the Entitlement Criteria for this benefit, Manulife Financial will pay a disability benefit.

### ***Definition of 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:

- your own occupation, during the Qualifying Period and the 2 years immediately following the Qualifying Period
- any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 2 years specified above

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

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

### ***The Benefit***

**Benefit Amount** - 80% of your monthly earnings, to a maximum of \$5,000

**Non-Evidence Limit** - \$5,000

**Qualifying Period** - 26 weeks

- Benefits are payable from the end of the Qualifying Period. Benefits are not payable for or during the Qualifying Period.

*Long Term Disability*

*Long Term Disability -  
Definition of Totally  
Disabled*

*Long Term Disability -  
The Benefit*

## Your Group Benefits

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- You must be receiving regular, ongoing care and treatment from a physician during the Qualifying Period in order for benefits to be payable at the end of the Qualifying Period.

**Maximum Benefit Period** - to age 65

**Termination Age** - age 65 less the Qualifying Period, or retirement, whichever is earlier

### **Waiting Period**

none for employees hired on or prior to the Group Policy Effective Date

none for all other employees

### **Entitlement Criteria**

To be entitled to disability benefits, 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 2 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:
  - your own occupation, during the Qualifying Period and the following 2 years, and
  - any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 2 years specified above.
- 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.

### **Periods for Which You are Not Entitled to Benefits**

*You are not entitled to benefit payments for any period that you are:*

- not receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial
- receiving Employment Insurance maternity or parental benefits
- on lay-off during which you become Totally Disabled

**Long Term Disability -  
Entitlement Criteria**

**Long Term Disability -  
Periods for Which You  
are Not Entitled to  
Benefits**

# Your Group Benefits



- on leave of absence during which you become Totally Disabled, unless your employer is required to pay benefits during this period as a result of legislation, regulation or case law
- receiving benefits under an employer-sponsored salary continuance or short term wage **loss** replacement plan
- working in any occupation, except as provided for under the Rehabilitation Assistance provision
- incarcerated in a prison, correctional facility, or mental institution by order of authority of a criminal court

## **Amount of Disability Benefit Payable**

The amount of disability benefit payable to you is the Benefit Amount shown above reduced by any disability benefits you receive or are entitled to receive from the following sources for the same or related disability:

- Workers' Compensation or similar coverage
- Canada or Quebec Pension Plans, excluding dependent benefits
- any government motor vehicle automobile insurance plan or policy, unless prohibited by law

If necessary, the amount of your benefit will be further reduced **so** that your total income from all sources does not exceed 85% of your pre-disability gross earnings (net earnings, if your benefit is non-taxable). All sources include those sources stated above and any benefit you are entitled to receive from:

- any group, association or franchise plan
- any retirement or pension plan
- earnings or payments from any employer, including severance payments and vacation pay
- self-employment
- any government plan, excluding Employment Insurance Benefits
- Canada or Quebec Pension Plans' dependent benefits

Once benefits become payable, the amount of your benefit will not be affected by any subsequent cost of living increase in benefits you are receiving from other sources.

## **Benefit Calculation Rules**

Manulife Financial will apply the following rules in determining your disability benefit:

- benefits from other sources which began before the commencement of your current Disability will not be taken into account;

**Long Term Disability-  
Amount of Disability  
Benefit Payable**

**Long Term Disability-  
Benefit Calculation  
Rules**

# Your Group Benefits

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- benefits payable from other sources will not be adjusted to take into account any difference between the tax status of those benefits and the benefit payable by Manulife Financial;
- benefits payable by Manulife Financial to your pension plan, if stated as such under the Benefit Amount, will not be taken into account;
- subsequent changes in benefits from other sources, other than cost of living increases, will be taken into consideration and a new benefit amount may be established;
- benefits payable under individual disability income insurance will not be taken into account;
- for benefits payable other than on a monthly basis, a monthly equivalent of such benefit will be estimated by Manulife Financial; and
- if you do not apply for a benefit for which you are eligible, the amount of such benefit will be estimated by Manulife Financial and assumed to be paid.

## **Subrogation**

If your disability is caused by another person and you have a legal right to recover damages, Manulife Financial will request that you complete a subrogation reimbursement agreement when you submit your Long Term **Disability** claim.

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 disability benefits that Manulife Financial paid to you, exceed 100% of your lost income.

## **Tax Status of Benefits**

The tax position of any payments you receive under this benefit depends on whether you or your employer pays the cost of the benefit.

If your employer pays a portion or all of the cost, then any disability benefit payments you receive will be taxable. If you pay the full cost of the benefit, then any disability benefit payments you receive will be non-taxable.

## **Payment of Disability Benefits**

Disability benefit payments will be made monthly in arrears. Any payment for a period of less than one month will be made at a daily rate of one-thirtieth of your monthly benefit amount.

## **Rehabilitation Assistance**

Once Manulife Financial determines that you are Totally Disabled, if appropriate, and at Manulife Financial's discretion, you may be offered rehabilitation to assist you in returning to gainful employment, either to your pre-disability occupation or to another occupation.

In considering whether Rehabilitation Assistance is appropriate for you, Manulife Financial will take into account:

- the nature, extent and expected duration of your disability

**Long Term Disability-  
Subrogation**

**Long Term Disability-  
Tax Status**

**Long Term Disability-  
Payment of Disability  
Benefits**

**Long Term Disability-  
Rehabilitation  
Assistance**

# Your Group Benefits



- your level of education, training or experience
- the nature, scope, objectives and cost of a Vocational Plan

## **- Vocational Plan**

A Vocational Plan is a training or job placement program that is expected to facilitate your return to gainful employment.

If it is determined that Rehabilitation Assistance is appropriate for you, in partnership with you and your employer, Manulife Financial will provide a structured Vocational Plan that will prepare you for a return to work, either:

- with your employer
- with an alternate employer
- in a self-employed capacity

## **- Disability Benefits During Rehabilitation**

You will continue to be entitled to disability benefits while participating in the Vocational Plan. If you receive any earnings as part of the plan, your disability benefit will be reduced once your total income (your disability benefit plus your earnings) exceeds 100% of your pre-disability gross earnings; net earnings if your benefit is not taxable.

If you cease to participate in the Vocational Plan because of a change in your medical status, Manulife Financial will require medical evidence documenting how your current medical status prevents you from continuing with the Vocational Plan.

If you are not available or do not co-operate or participate in the Vocational Plan, you will no longer be entitled to disability benefits.

## **Termination of Benefit Payments**

Your disability benefit payments 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:
  - your own occupation, during the Qualifying Period and the following 2 years, and
  - any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 2 years specified above.
- the date you do not attend an examination by an examiner selected by Manulife Financial.
- the date on which benefits have been paid up to the Maximum Benefit Period for this benefit.

## **- Vocational Plan**

## **- Disability Benefits During Rehabilitation**

## **Long Term Disability - Termination of Benefit Payments**

# Your Group Benefits

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- the date of your death.

## ***Recurrent Disability***

If you become Totally Disabled again from the same or related causes within 6 months from the end of the period for which Long Term Disability benefits were paid, Manulife Financial will treat the disability as a continuation of your previous disability.

You will not be required to satisfy the Qualifying Period again. The benefit payable to you will be based on your earnings as at the date of your previous disability. Benefits for all such recurrent disabilities will not be paid for a combined period longer than the Maximum Benefit Period for this benefit.

If the same disability recurs more than 6 months after the end of the period for which benefits were paid, 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.

## ***Waiver of Premium***

The premium for your Long Term Disability benefit will be waived during any period you are entitled to receive Long Term Disability benefit payments.

## ***Submitting a Claim***

To submit a claim, you must complete the Long Term Disability 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 to Manulife Financial within 90 days from the end of the Qualifying Period.

## ***Exclusions***

### ***No benefits are payable for any disability related to:***

- self-inflicted injuries or illnesses.
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion.
- medical or surgical care which is cosmetic.
- the committing of or the attempt to commit an assault or criminal offence.
- abuse of addictive substances, including drugs and alcohol, unless you are actively participating and co-operating in a medical treatment program for substance abuse which has been approved by Manulife Financial.

***Long Term Disability -  
Recurrent Disability***

***Long Term Disability -  
Waiver of Premium***

***Long Term Disability -  
Submitting a Claim***

***Long Term Disability -  
Exclusions***

## Your Group Benefits

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- a Pre-Existing Condition which causes disability within the first 6 months of your Long Term Disability coverage. A Pre-Existing Condition is any injury or illness (whether diagnosed or not) for which you were treated or attended by a physician, or for which you took prescribed drugs, within 90 **days** prior to the effective date of your coverage.



## Notes

***This page has been provided to allow you to make notes regarding your Group Benefit Program, or how to best access your Group Benefits.***

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