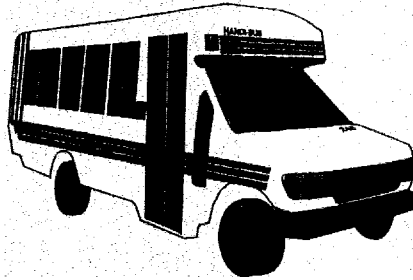




**COLLECTIVE AGREEMENT  
BETWEEN  
CALGARY HANDI-BUS ASSOCIATION  
AND  
AMALGAMATED TRANSIT UNION  
LOCAL 583**



**1999-2001**

Printed and bound by GCIU Members



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DEFINITIONS

EMPLOYER or HANDI-BUS: Calgary Handi-Bus Association &/or Management

UNION: Amalgamated Transit Union Local 583

EMPLOYEE: A person employed by Handi-Bus and working in a position covered by this Agreement. Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

SHIFT SIGN-ON: The process of shift selection by Operators and Attendants referred to in Article 19.

SHIFT SIGN-UP: The period during which time Operators and Attendants perform the work selected at each sign-on referred to in Article 19.

HANDI-BUS SENIORITY: Service time accumulated by an employee in all bargaining unit positions.

WORK AREA SENIORITY: Service time accumulated by an employee in all classifications within one (1) work area.

CLASSIFICATION SENIORITY: Unbroken service time accumulated by an employee in a permanent classification.

OPERATOR: A person employed by Handi-bus to operate a bus, possessing a valid driver's licence with the appropriate class, for the purpose of transporting passengers.

#### ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01** The purpose of this Agreement is to maintain harmonious labour relations between the Employer and the Union by establishing the conditions and terms of employment as well as the procedures for the resolution of any disputes which may arise therefrom.

#### ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01** It shall be the Employer's right to exercise all of the management prerogatives and residual rights as are customary, to direct the work force, hire and fire, control the hours of work and make whatever decisions are necessary for the efficient operation as directed by the Board of Directors of Handi-Bus, always of course, subject to the terms of this Agreement.

#### ARTICLE 3 - UNION RIGHTS

- 3.01** The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer as described in the Alberta Labour Relations Certification Certificate No. 108, dated April 21, 1980.
- 3.02** The Union shall exercise all rights as provided by this Agreement and the Alberta Labour Relations Code.
- 3.03** The Union shall inform the Employer of all Union officers charged with the administration of this Agreement and those officers who shall be recognized by the Employer in the processing of grievances or negotiations with the Employer.
- 3.04** The Employer will grant leave to two (2) Union officers to participate in the negotiations of the Collective Agreement during regular working hours. Such leave shall be granted with the Union reimbursing the Employer for the wages paid by the Employer to the Union officers. Regular wages and benefits (per Appendix 2) will continue for the employ-

ees and no benefits provided by this Agreement other than wages will be lost.

- 3.05 For the processing of grievances the Employer will allow time during regular hours of work with no loss in pay or benefits to the employee or his Union representative.
- 3.06 The Union shall list current appointments of Union Officers, Business Agents, and Shop Stewards in each work area. A copy of such current list(s) of Union appointments shall be forwarded to the Management.

#### **ARTICLE 4 - UNION SECURITY AND MEMBERSHIP**

- 4.01 During the life of this Agreement, all employees covered by this Agreement shall become and remain members of the Union as a condition of employment.
- 4.02 The Employer shall deduct from the wages of all employees covered by this Agreement all initiation fees, assessments and Union dues in such amounts as indicated by the Union to the Employer.
- 4.03 The amounts deducted by the Employer, pursuant to Article 4.02, shall be forwarded by cheque to the Union office within thirty (30) **calendar** days of the deductions.
- 4.04 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, actions and other forms of liability which may arise with respect to the deduction of any dues, initiation fees or assessments as provided for in Article 4.02.
- 4.05 The Employer shall include a one and one-half (1½) hour session during the training period for new employees to attend a Union orientation. Any employee unable to attend during their training period shall attend the next orientation. Employees required to attend a Union orientation on their own time shall be paid 1 hour's pay at regular rates. Those employees failing to attend the later Union orientation shall



forfeit all work assignments until such time as the employee is signed up as a Union member.

- 4.06** The Employer shall include the amount of Union dues (including initiation fees) deducted on each applicable employee's T4 slip.

**ARTICLE 5 UNION/EMPLOYER CO-OPERATION**

- 5.01** A Committee entitled the Labour-Management Communications Committee as established will meet on a regular basis for the purpose of discussing matters of mutual concern.
- 5.02** The Union and the Employer shall each appoint three members to serve on the Labour-Management Communications Committee.
- 5.03** The Union and the Employer will alternate the chairing of regular meetings and the appropriate chairperson will prepare and circulate an agenda at least seven (7) calendar days prior to the date of a scheduled meeting.
- 5.04** The Employer will take minutes at the meetings and will then provide copies of the minutes to all attendees. A copy of the minutes will be forwarded to the Union office.

**ARTICLE 6 GRIEVANCE COMMITTEE**

- 6.01** The Employer will recognize a Grievance Committee selected by the Union to represent employees in presenting their grievances to the Employer.
- 6.02** Members of this Committee, while actively processing a grievance during regular hours of work, will not suffer any loss in pay or benefits.
- 6.03** Such Committee shall be comprised of a reasonable number of members of the Union, but at no time will members referred to in Article 6.02 exceed three.

## ARTICLE 7 - GRIEVANCE PROCEDURE

**7.01** The purpose of this Article is to establish procedures for discussion, processing, and settlement of grievances. A grievance shall be defined as any difference arising out of the interpretation, application, administration, or an alleged violation of this Collective Agreement.

It is the desire of the parties to this Agreement that grievances be settled promptly. Prior to initiating a grievance, any employee who feels that they have a grievance should first address their concerns with a Supervisor, at which time they shall be advised of their right to Union representation. Notwithstanding the above, this shall not preclude the employee's access to the grievance procedure or affect the grievance procedure as outlined in Article 7.

**7.02** Any grievance shall include the Articles of this Agreement that have allegedly been violated or misinterpreted, and the relief and remedy sought by the aggrieved employee.

**7.03** No grievance shall be considered where circumstances giving rise to such grievance should reasonably have been known to the employee or the Union for more than six (6) working days prior to the first filing of the grievance.

For the processing of grievances as provided herein, working days shall be considered as the days in which the Employer's administration offices are open to the public for the transaction of regular business.

4. Grievances of non-permanent employees, arising from disciplinary action or dismissal, shall be considered as follows:

Employment Status	Worked in all Classifications and Handi-Bus Service	Maximum Grievance Step
Casual	Up to 399 Hours 400 – 1,999 Hours 2,000 Hours and 2 Years Service	No Grievance Step 2 Step 4
Probationary	Up to 399 Hours 400 – 1,999 Hours 2,000 Hours and 2 Years Service	No Grievance Step 3 Step 4

- 7.05** An aggrieved employee shall have the right to Union representation when processing a grievance. If the employee wishes they may present their grievance personally. The Company will inform the Union office immediately if the grievance representation is to be made solely by the employee.
- 7.06** Time limits as outlined in the grievance procedure may be extended by mutual agreement.
- 7.07** STEP ONE -The grievance shall be presented in writing to the employee's Departmental Manager who shall hear the case within five (5) working days of filing. The Manager shall render a decision within three (3) working days of hearing the submission of the grievance.
- 7.08** STEP TWO - Should the parties concerned be dissatisfied with the written decision of STEP ONE, the grievance shall be submitted in writing to the Director of Planning and Operations within five (5) working days of the written decision. The Director shall hear the grievance within five (5) working days of the filing. The Director shall render a written decision within four (4) working days of the date of hearing the grievance.

**7.09** STEP THREE - Should the parties concerned be dissatisfied with the written decision of STEP TWO, the grievance shall be submitted in writing to the General Manager within five (5) working days of the written decision. The General Manager shall hear the grievance within five (5) working days of the filing. The General Manager shall render a written decision within five (5) working days of the date of hearing the grievance.

**7.10** STEP FOUR - Within thirty (30) working days, the grievance may be referred by either party to an Arbitration Board for a final and binding settlement on all parties. The Arbitration Board shall be constituted as follows:

- a) one appointee of the Union
- b) one appointee of the Employer
- c) a neutral chairman selected by (a) and (b), or failing agreement by (a) and (b), as appointed by Alberta's Director of Mediation Services.
- d) the parties may by mutual agreement elect finalization by a single arbitrator
- e) if(d) is applied, appointment shall be as agreed by the Union and Employer and failing agreement, by appointment of Alberta's Director of Mediation Services.

Both parties agree to abide by the time limits established by the Labour Relations Code of Alberta, R.S.A. 1988, Chapter L-i .2 as amended, subject to the terms of this Collective Agreement.

**7.11** The Arbitrator or Arbitration Board shall enquire into the subject matter at issue and shall render a decision in writ-

ing which will be final and binding upon the parties and upon every employee affected thereby. The Arbitrator or Arbitration Board shall have the power to deal with matters involving the interpretation, application, or alleged violation of this Agreement but shall not be authorized to alter, amend, extend or otherwise change the terms of this Agreement. The Arbitrator or Arbitration Board shall render a decision within ninety (90) calendar days of the hearing.

#### **ARTICLE 6 - UNFAIR DISCRIMINATION**

**8.01** The Employer shall not refuse to employ or refuse to continue to employ or show unfair discrimination against any person, with regard to employment or any conditions of employment, because of race, religious beliefs, colour, gender, sexual orientation, marital status, age, ancestry, or place of origin of that person. The Employer also agrees not to discriminate against any person because of their affiliation with the trade union movement.

#### **ARTICLE 9 - DISCIPLINARY ACTIONS & RECORDS**

**9.01** No employee shall be dismissed or disciplined for other than proper and just cause.

**9.02** An Employee shall have the right to representation by the Union and shall be informed of this right when disciplined and that discipline is to be a matter of record. At the employee's request, Union representation may be waived. The Company will immediately advise the Union office when such Union representation is waived by an employee.

**9.03** In the event that an unfavourable report concerning an infraction or a record of discipline is made on an employee's personal file, a copy of the report or record shall be given to the employee and the Union office. Any unfavourable report received by the Employer that does not warrant disciplinary action shall not form part of the employee's personal file.

- 9.04** All new policies and regulations shall be made known to the employees and will be posted in designated areas for at least one (1) month, prior to implementation, unless it can be shown that circumstances require immediate attention. Copies of all new policies and regulations shall be sent to the Union office.
- Copies of all policies and regulations in effect will be made available for review by the employees, in a minimum of two (2) areas designated by the Employer.
- 9.05** Rules and Procedures of the Employer shall be made known to the employees. Copies of these rules and procedures must be forwarded to the Union office.
- 9.06** When an employee is suspended for a minor misdemeanour, the Employer shall endeavour to give twenty-four (24) hours notice of said suspension.
- 9.07** Both parties recognize the value of progressive discipline as being constructive and corrective when applied to particular employee infractions. When deemed appropriate, a process of progressive discipline shall be applied, but shall not be limited to exclude progressive discipline on the employee's overall employment record.
- 9.08** All employees who drive Handi-Bus vehicles shall at all times be in possession of a valid driver's licence with the appropriate class and such licence shall be shown to the Employer upon request.

#### **ARTICLE 10 - PERSONAL FILE**

- 10.01** Any employee wishing to review the contents of their personal file shall provide at least two (2) working days notice to the **Director of Human Resources** or, in their absence, their designate, and shall review the file in the presence of the **Director of Human Resources** or one with the authority to make necessary corrections.

**10.02** Disciplinary documents on the employee's personal file shall be removed after one (1) year from the date of issue, except in cases where such documents are part of a cumulative record. In cases where a suspension of five (5) days or more is imposed (four (4) days for the 4 and 3 shift), the documentation will be retained on the employee's file for two (2) years from the date of issue. Any accumulation of ninety (90) or more **calendar** days' absence from work will be added to the one (1) or two (2) year period as the case may be.

**10.03** Verbal reprimands and feters of counsel are non-disciplinary in nature and, therefore, shall not be referred to as disciplinary action. **Any documentation for such reprimands and letters will be retained on the employee's personal file for three (3) years from the date of issue. Any accumulation of ninety (90) or more calendar days' absence from work will be added to the three (3) year period.**

**10.04** Any disciplinary documents requiring the signature of an employee will be copied to the Union office.

#### **ARTICLE 11 - SENIORITY**

**11.01** a) Employees having worked less than nine-hundred-sixty (960) hours in a permanent classification are considered to be on probation.

Any casual employee who has worked a total of four-hundred-eighty (480) or more hours in a casual classification and has subsequently been appointed to a permanent position shall be deemed as having served a four-hundred-eighty (480) hour probation, and shall serve only an additional four-hundred-eighty (480) work hours on probation in the permanent classification.

Any casual employee who has worked less than four-hundred-eighty (480) hours in a casual classification and is subsequently appointed into a permanent clas-

sification shall serve a full nine-hundred-sixty (960) work hours on probation in the permanent classification.

- b) Handi-Bus seniority shall commence to accrue on the first day of employment in a permanent classification.

**11.02**

Seniority lists which include all employees' Handi-Bus seniority and Classification seniority will be posted as follows:

- a) Office and Maintenance Work Areas: Updated and posted every six months (January and July). Seniority numbers will be updated by January 1 each year.
- b) Operator and Attendant Classifications: Updated and posted prior to each sign-on. Classification seniority lists shall be prepared annually in conjunction with the December sign-on. Operator and attendant seniority numbers will be updated with the December sign-on.

Copies of each posting will be sent to the Union office.

**11.03**

An employee who transfers or is promoted to a new or different position shall be permitted to retain seniority in the classification from which the employee was transferred or promoted for a period not to exceed six (6) months, including the applicable assessment period as described in Article 12.02.

Such employee must work a minimum of three (3) months in the new or different position before they have the right to revert back to their previous position, unless otherwise directed by management.

In the event of extenuating circumstances, Management will consider an employee's request to revert back to their previous position prior to the three (3) months. Any such reversion will be subject to approval by both the Union and Management.



- 11.04** Where an employee has transferred or is promoted to a new or different classification within a work area and that classification is subsequently affected by a reduction in staff, that employee shall use their Handi-Bus seniority to avoid being laid off. Such employees shall be able to return to their previous classification with their accumulated Handi-Bus seniority, provided they are qualified.
- A returning employee shall replace the employee having the least Handi-Bus seniority in the classification to which they are returning: the employee so affected shall then be subject to lay off unless able to revert to their former position under the provisions of this Article.
- 11.05** Where an employee leaves the Employer's service or is dismissed for cause, and is later rehired, that employee's seniority shall date only from the date of rehire into a permanent position.
- 11.06** Where an employee leaves a bargaining unit position for a period longer than outlined in Article 11.03 and is later rehired into another bargaining unit position, their seniority shall date only from the date of rehire as outlined in Article 11.
- 11.07**
- a) Should Handi-Bus decide to lay off an employee(s), the Employer will meet to discuss such matters with the officers of the Union in advance of the notification to the employee(s) concerned, in order to seek alternatives to the lay off.
  - b) When laying off an employee for less than sixty (60) **calendar** days, the Employer shall give to the Union and the employee affected as much advance notice as possible, but in no case less than two (2) weeks notice, or two (2) weeks pay at regular rates in lieu thereof.
  - c) When laying off an employee for sixty (60) **calendar** days or more, the Employer shall give to the Union and the employee affected as much advance notice as possible, but in no case less than two (2) weeks notice or

two (2) weeks pay at regular rates in lieu thereof, or the greater amount as specified in Alberta's Employment Standards Code, 1988.

- d) Upon receiving a notice of layoff, the employee affected must immediately reconfirm their address and telephone number with the Employer and keep this information current should any change occur.
- e) In the event of a lay off, employees shall be laid off in reverse order of their classification seniority within a work area. When notice of layoff is given, the Employer shall inform the employee as to whether the anticipated duration of the layoff will be less than sixty (60) calendar days, or, sixty (60) calendar days or more.

Employees on lay off shall maintain their accumulated Handi-Bus seniority and recall rights for a minimum of two (2) years, or the length of their accumulated Handi-Bus seniority, whichever is the greater.

No new employees will be hired into a work area until those on lay off in that work area affected have been given an opportunity of recall, per the provisions of this Article.

- f) Employees will be recalled, without a posting, in order of their classification seniority, as per the following:

*Recall of employees (laid off less than 60 calendar days):*

Laid off employees may decline a recall of four (4) work days or less without a loss of their seniority. For recalls of five (5) or more work days laid off employees will be offered the work. If declined, the least senior employee will be required to return for the recall, and failure to do so will mean that the employee has forfeited their position with the Employer and be considered to have voluntarily resigned.

**Recall of employees (laid off 60 calendar days or greater):**

Laid off employees may decline a recall of thirty (30) calendar days or less, without a loss of their seniority. When being recalled for more than thirty (30) calendar days, the Employer will send to their last known address a double-registered letter giving the employee a minimum of fourteen (14) calendar days from the date the letter is sent to report back for work. Employees not reporting for work within this period shall forfeit their position with the Employer and be considered to have voluntarily resigned.

The Union shall be copied on all recall notices

- 11.08** The Employer shall provide written notification to the Union and all employees on layoff of all vacancies within the bargaining unit.

**ARTICLE 12 • MOVEMENT OF PERSONNEL**

- 12.01** Management reserves the right to determine if a vacant or newly-established position is to be filled. Where it is determined that a vacant or newly-established position will be filled, it shall be filled by employees within Local 583's bargaining unit, as described in Article 3.01. The vacancy, or any newly established positions, shall be posted for at least seven (7) calendar days, so that permanently employed staff may apply.
- 12.02** Employees selected under the above criteria shall be given an assessment period of up to six (6) months to prove their ability in the performance of the applicable duties. Failure to prove ability at any time during this period shall result in reversion of such employees to their previous position.
- 12.03** A copy of all postings shall be forwarded to the Union office. When an appointment has been made, the Union office shall be notified of the appointees name in order that

the Union may place its objection, if any, before the employer.

**12.04** Classification seniority shall commence on the completion of the probationary period and shall date from the first day of employment in that classification.

**12.05** Transfers shall be based on classification seniority. In filling a vacancy, transfers shall be given first priority. Permanent employees shall receive priority over Casual employees.

**12.06** Promotions shall be based on meeting the minimum qualifications of any vacancy. If the minimum qualifications are met the senior employee shall be the successful applicant.

**12.07** Minimum qualifications for each position which would be filled by members of the Bargaining Unit shall be determined by the Employer. Should new qualifications be added or existing qualifications changed, the Employer shall advise the Union at least thirty (30) calendar days before the posting of a position requiring the new or different qualifications, that such changes will be made. Such changes shall be subject to the Grievance Procedure, as per Article 7.

**12.08** For the purpose of determining the order of advancement of casual employees into permanent positions, the following criteria shall be used for evaluation: overall service with Handi-Bus, hours worked in the casual classification, job performance based on documented records in the employee's personal file, and the employee's overall cumulative record since their date of hire with Handi-Bus.

Upon advancement into a permanent classification, employees shall accumulate Handi-Bus seniority as per Article 11.

**ARTICLE 13 - WORK AREAS**

- 13.01** There shall be three (3) work areas:  
Office  
Operations  
Maintenance
- 13.02** Each work area shall be a family. In transfers and promotions, the order of preference shall be given to classification seniority first, work area seniority second, Handi-Bus seniority third, and then outside applicants.
- 13.03** The position of Attendant/Passenger Agent shall be utilized to fill either Attendant or Passenger Agent vacancies created by temporary absences of the Regular employee in the particular position. The number of positions in this classification shall not exceed 10% of the total combined number of Regular Attendants and Regular Passenger Agents. Employees in this position are permanently employed by the Association and are required to work a minimum of 60 hours per pay period. Overtime rates shall apply as with all other positions covered by this Agreement. Employees in the Attendant/Passenger Agent position shall receive all applicable benefits as described in Appendix 2.
- 13.04** Office:  
There shall be three (3) classifications of office staff. These shall be:  
Passenger Agents  
Casual Passenger Agents  
Attendant/Passenger Agents
- 13.05** Operations:  
There shall be four (4) classifications of operations staff. These shall be:  
Operators  
Casual Operators  
Attendants  
Casual Attendants

**13.06** Maintenance:  
There shall be eight (8) classifications of maintenance staff.  
These shall be:  
Lead Hand Mechanic  
Mechanics  
Casual Mechanics  
Caretakers  
Casual Caretakers  
Servicemen  
Casual Servicemen  
Automotive Mechanic Apprentice

**13.07** Any new classifications shall be subject to the terms of Article 15.02.

**ARTICLE 14 - OPERATOR CLASSIFICATION**

**14.01** Operators who are permanently employed by Handi-Bus shall be required to participate in each shift sign-on as described in Article 19. At each sign-on, these Operators shall, by seniority, select either a regular shift or Spareboard.

Operators selecting a regular shift are scheduled to work eighty (80) hours per pay period. Spareboard Operators are scheduled to work a minimum of seventy-two (72) hours per pay period. Spareboard and Casual Operators may work up to a maximum of eighty (80) hours per pay period, but shall not receive overtime until such maximum is reached.

All permanently employed Operators shall receive all applicable benefits as described in Appendix 2.

**14.02** Spareboard Procedures:  
Any permanent operator may sign onto Spareboard at shift sign-on, and shall be subject to all rules and regulations pertaining to Spareboard status, as outlined in this Collective Agreement.

- a) Operators on the Spareboard shall be offered available shifts based on classification seniority. When all desired shifts have been selected, remaining shifts shall be assigned to Spareboard Operators who have not chosen a shift.
- b) Any work remaining after all shifts have been assigned on a weekly basis shall be assigned on a daily basis by seniority to the remaining Spareboard Operators first, then to Casual Operators.
- c) Shifts coming available for less than three (3) weeks duration, shall be posted each Tuesday by 17:00 hours for the next weeks work. Bids for work of less than three (3) weeks duration must be received by 09:00 hours Thursday, and the results will be posted by 17:00 hours, Shifts known to be available for three (3) weeks or longer shall be posted by 17:00 hours five (5) working days prior to bids closing. Bids must be received by 12:00 noon on the Tuesday prior to the next weeks work, and the results posted by 17:00 hours.
- d) Shifts that come available due to termination or resignation shall be posted for bid. In the event that the shift is not bid on, the shift will be assigned to the least senior Spareboard Operator for the remainder of the sign-up.

**14.03** Vacancies within the Spareboard shall be filled as per Article 12. If the provisions of 12.05 or 12.06 have been fulfilled, Spareboard vacancies shall be filled from the Casual Operator classification by way of posting.

**14.04** Casual Operators will serve in an "on call" capacity and shall be limited to a maximum of sixty-four (64) hours per pay period. Casual Operators who work more than sixty-four (64) hours shall become Spareboard Operators **for that pay period and the subsequent pay period**. Casual Operators assigned to Spareboard shall be eligible for Benefits as outlined in Appendix 4, and shall maintain Casual status. Casual Operators shall be used to maintain

a Spareboard as outlined in 14.01. The number of Casual Operators shall not exceed twenty-seven (27) percent of the total number of permanent Operators.

**Notwithstanding the above, in the event that the Memorandum of Agreement dated October 21,1999 (Part Time and Casual Operator Trial Project) is discontinued, Casual Operators who work more than sixty-four (64) hours shall become Spareboard Operators for the balance of the sign-up or until the permanent Operator returns whichever occurs first.**

**ARTICLE 15 - CLASSIFICATIONS AND RATES OF PAY**

- 15.01** Classifications and rates of pay are as set forth in Appendix 1 which is attached to and forms part of this Agreement.
- 15.02** In the event that a new classification of work is established by the Employer during the life of this Agreement, the Employer will notify the Union of the classification and the applicable rate of pay. Upon such notification, the new classification shall form part of Appendix 1.
- 15.03** The Union may appeal the rate of pay within seven (7) calendar days of the receipt of such notice to the General Manager and the same may be negotiated during the term of this Agreement. If settlement cannot be reached within reasonable time, the Union may file a Notice to Arbitrate.
- 15.04** Should a Notice to Arbitrate be filed under Section 15.03, the provisions of Article 7.11 shall apply.
- 15.05** An employee shall suffer no loss of pay if required to relieve another employee in a lower paid classification.
- 15.06** If an employee is required to relieve another bargaining unit employee in a higher paid classification for four (4) hours or longer, the employee shall be paid at the rate of pay for that higher classification for the time worked in that higher classification.



If a Passenger Agent is required to temporarily relieve an Attendant, the senior qualified Passenger Agents, who are available, may refuse the relief work if a junior qualified Passenger Agent is available: the junior Passenger Agent will then perform the relief work.

**ARTICLE 16 - HOURS OF WORK**

**16.01** A regular work day for employees working a five (5) days on, two (2) days off shift, shall consist of eight (8) working hours, plus a lunch break of at least thirty (30) consecutive minutes duration.

A lunch break will be scheduled to commence between the third and fifth hour worked except in cases where two separate breaks are scheduled. In the latter case, no employee working an eight (8) hour shift will be scheduled to work greater than five and one half (5½) hours without a break of at least fifteen minutes.

The Employer shall determine the actual length of the breaks.

**16.02** A regular work day for employees working a four (4) days on, three (3) days off shift, shall consist of ten (10) working hours, plus a lunch break of at least thirty (30) consecutive minutes duration.

A lunch break will be scheduled to commence between the fourth and sixth hour worked, except in cases where two separate breaks are scheduled. In the latter case, no employee working a ten (10) hour shift will be scheduled to work greater than six (6) hours without a break of at least fifteen (15) minutes.

The Employer shall determine the actual length of the breaks.

**16.03** The employee must advise their immediate Supervisor by the time the break is scheduled to commence if unable to observe the scheduled break.

Employees not commencing a break by five and one half (5½) hours worked on the eight (8) hour shift and six (6) hours worked on the ten (10) hour shift will be paid an additional thirty (30) minutes at overtime rates of time-and-one-half (x 1½).

**16.04** A coffee break of fifteen (15) minutes duration shall be granted in each half of an employee's daily shift as per this Article, or, due to operational needs the coffee breaks shall be combined to provide one break of thirty (30) consecutive minutes duration.

**16.05** The Employer has established the "4 and 3" shift as a method of providing optimal service to its customers. The Employer shall endeavour to maintain a current level of "4 and 3" shifts and endeavour to expand the number of shifts while maintaining consistency with the operational needs of the operation.

**16.06** Employees required to report for work on a "standby" basis shall be guaranteed two (2) hours pay at the appropriate rate. In the event that the employee is subsequently provided with work within the standby period, their pay shall be calculated from first report time and all applicable overtime and other premiums shall apply.

**16.07** Any employee directed by their Supervisor to call-in as part of that day's work assignment will be paid thirty (30) minutes at regular rates for each call-in so directed.

It is agreed that when any employee is directed by their supervisor to call-in and is not provided with work, the thirty (30) minutes paid for such call-in will count towards the maximum of sixty four (64) hours per pay period as described in Article 14.04.

**16.08** Hours of Rest  
a) The minimum hours of rest per day shall be:  
Nine (9) hours as calculated from scheduled off-duty time to scheduled on-duty time the next day for all employees signed-up on regular shifts; Eight (8) hours

as calculated from actual off-duty time to report time the next day for spareboard and casual employees, except in cases where a spareboard employee has bid on a work assignment of one (1) weeks duration or greater, in which case a minimum of nine (9) hours of rest will be applied.

- b) Employees will be paid .5 times their regular rate of pay for the time worked that encroaches on the minimum hours of rest specified in (a) above. However, when an employee volunteers for overtime/special events, selects a shift at sign-up/weekly bid or is assigned alternate work as a result of a late report, the encroachment premium does not apply.

**16.09** When an employee calls-in late or arrives late for work, and subsequently loses their assigned work, the following conditions shall apply: (1) the employee loses all guaranteed work hours for that day; and (2) the employee, if available when required, shall be given work not previously assigned or covered before any work is given to other employees not scheduled to work that day; and (3) the employee's Supervisor, in attempting to provide the minimum applicable hours of rest, may assign work that does not constitute a normal full day's work.

#### ARTICLE 17 - PAY DAYS

**17.01** Employees shall be paid, by cheque or direct bank deposit, on alternate Fridays. Should a General holiday fall on a Friday, every effort will be made to pay employees on the preceding work day.

#### ARTICLE 18 - OVERTIME

**18.01** Employees, except Spareboard and Casual Operators who are covered under Article 14.01, shall be paid the rate of time-and-one-half (x 1.5) for actual time worked in excess of eight (8) hours daily (for the 5 on, 2 off shift), or ten (10) hours daily (for the 4 on, 3 off shift), or forty (40) hours per week. Notwithstanding the foregoing, this will not preclude

the payment of daily overtime to Spareboard and Casual Operators.

- 18.02** Overtime for work performed on an employee's day off shall be paid at the rate of double time (x2).
- 18.03** Overtime for General holidays will be paid in accordance with Article 20.
- 18.04** In the giving out of overtime, the Employer agrees that such overtime will be distributed as equally as possible among employees, in a non-discriminatory fashion. At each shift sign-on referred to in Article 19.01, operators will be requested to sign-on for possible overtime available during the sign-up period. The Employer will keep a daily record of overtime distribution and will first assign known overtime in excess of one (1) hour to available operators on the sign-on listing, in seniority order. Priority will be given to operators working at the rate of time-and-one-half (x 1½) over double (x2) time rates.
- 18.05** Employees called into work during their days off or after they have signed out on the completion of their regular work day, shall be paid a minimum of two (2) hours double time.
- 18.06** Overtime worked shall not be applied towards the accumulation of maximum hours referred to in Article 14.

**ARTICLE 19 - SHIFT SIGN-ON OF OPERATORS AND ATTENDANTS**

- 19.01** There shall be a shift sign-on of Operators conducted at four (4) month intervals, normally beginning on the first Wednesday of the months of April, August and December, and to take effect at each respective sign-up on the first Sunday of the first full pay period in the **month of May and at the start of the school year in January and September, or by mutual consent with the Union office.**

To ensure minimal disruption to employees and to the service provided to customers, Management shall endeavour to schedule operators to sign-on times which coincide with the start, split or finish times of the operators. Operators may be required, however, to sign-on during their normal hours of work. Further, operators who are required to sign-on at a time that is inconvenient to them may exercise other options available for signing-on, such as the use of a proxy, phone-ins or providing a list of shift choices.

Management and the Union shall meet and review the sign-on times/time frames required prior to each "shift sign-on" sheet being posted.

Sign-ons shall be conducted on weekdays, between the hours of 05:30 and 20:30. Examples of time frames are:

0530	→	0630
0930	→	1130
1200	→	1400
1630	→	2030

**19.02** There shall be a shift sign-on of Attendants conducted three (3) times per year, normally beginning on the third Monday of the months of August, December and June, and to take effect at each respective sign-up on the first Sunday of the first full pay period in the month of July and at the start of the school year in January and September, or **by mutual consent with the Union office.**

**19.03** All Operators and Attendants shall be eligible to participate in each of their respective shift sign-ons, and the order of selection shall be on the basis of classification seniority. For this purpose, the Employer shall prepare and post updated seniority lists and shift sign-up sheets not later than seven (7) **calendar** days prior to each shift sign-on. The shift sign-up sheets shall include all work known at the time of sign-ons.

**19.04** Each shift sign-on shall apply to all designated shifts except those in a "protected" classification. Shift variations during a shift sign-up in excess of one (1) hour shall be subject to negotiation. The Employer shall provide 24 hours notice to the employee prior to any such change taking place. When notice of less than 24 hours is provided, the employee shall receive overtime rates for all time worked outside the previous shift schedule until the 24 hour notice period has elapsed.

The Employer will provide the Local Chairman and the Union office with a copy of all time changes to shifts for Operators and Attendants.

**19.05** A two (2) person Committee appointed by the Union shall be provided with the work contained in the sign-up and all other known work at least ten (10) calendar days prior to posting. The Committee shall meet with the Employer to discuss the impact of the new sign-up prior to posting and be present throughout the sign-on for monitoring purposes. The Committee shall meet with the Employer at least once between sign-ups to discuss variances from the sign-up. Further, the Employer will consult the Committee prior to introducing new shifts during a sign-up period. Any lost regular wages and benefits for Committee meetings shall be borne by the Employer.

NOTE:

In addition to the above, at each sign-on employees will be reminded of the possibility of revisions to the work because of uncontrollable variances so that they can make adjustments to their outside commitments. Parents of preschool children will receive written reminders concerning the early registration of their children.

**19.06** At the time each seniority list is posted per Article 11.02, the Employer shall also post notification of the time and location of the shift sign-on. If an Operator or Attendant is unable to attend their shift sign-on, the employee may, by written delegation, appoint another employee as their rep-

representative for that purpose. If the Operator or Attendant fails to appear or appoint a representative or make their selection within ten (10) minutes of the scheduled sign-on time, the Committee shall make the shift selection, and the employee shall work the selection so chosen for the balance of the shift sign-up. At the time of the shift sign-on, all shifts posted shall be filled. In filling any shift vacancies, the Employer may appoint employees in order of reverse seniority.

**ARTICLE 20 - GENERAL HOLIDAYS**

**20.01** The following days shall be defined as General Holidays:

New Year's Day  
Family Day  
Good Friday  
Easter Sunday  
Victoria Day  
Canada Day  
August Civic Holiday  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

All General Holidays proclaimed by the City of Calgary and/or the Province of Alberta and/or the Government of Canada shall also be recognized as General Holidays, except when replacing the named in which case the proclaimed general holiday only shall be recognized.

In addition, should either the Province of Alberta and/or the Government of Canada decide to remove a General Holiday from those listed above, it is understood that the days listed in this Article would then exclude the General Holiday that was removed from those proclaimed.

- 20.02** An employee is not entitled to General Holiday pay if the employee:
- a) has worked for the Employer for less than thirty (30) calendar days during the preceding twelve (12) months; or
  - b) is absent from employment without the consent of the Employer on a General Holiday when he is required or scheduled to work; or
  - c) is absent from employment without the consent of the Employer on the employee's last regular working day preceding, or the employee's first regular working day following, a General Holiday; or
  - d) can not provide proof of illness as confirmed by a Doctor's note dated during the term of the employee's illness.

**20.03** If a General Holiday falls on an employee's normally scheduled day to work, and the employee is not required to work, the employee shall be paid their normally scheduled hours.

**20.04** If a General Holiday occurs on an employee's normal day of work, and the employee works on that day, that employee shall receive eight (8) hours pay for the Holiday, plus one and one half (x 1.5) times their regular rate of pay for all hours worked on that day. Employees with less than thirty (30) days service shall be paid time and one half (x 1.5) for hours worked.

**20.05** If a General Holiday occurs on an employee's normal day off, and that employee is called out from home to work on that day, that employee will receive eight (8) hours pay for the Holiday, plus two times (x 2) their regular rate of pay for all hours worked on that day. Employees with less than thirty (30) days service shall receive two times (x 2) for hours worked.



- 20.06** Where a General Holiday falls on an employee's normal day off:
- a) The employee will receive, in lieu of the General Holiday, a lieu day off with pay. Subject to the needs of the operation, the Employer may designate a lieu day off a minimum of twenty one (21) calendar days notice prior to the General Holiday.
  - b) An employee may also request, in writing and within fourteen (14) calendar days prior to the General Holiday, an alternate lieu day off with pay. Should the Employer not designate a lieu day off with pay, the employee may request an alternate lieu day off with pay. Granting of all such requests shall be subject to the needs of the operation. Should the Employer not designate a lieu day off or should the employee not request one, the employee shall receive eight (8) hours straight time pay as General Holiday Pay.
  - c) The alternate lieu day must be taken per a) or b) above, within twelve (12) months of the General Holiday.

**ARTICLE 21 - VACATION**

**21.01** Within the first two (2) weeks of January of each year, the Employer shall post a list showing the vacation entitlement for all employees, according to classification, for the following vacation year.

The vacation year shall commence on April 1 of each year and shall terminate on March 31 in the subsequent year.

For purposes of each vacation sign-on, the vacation entitlement for all employees shall be calculated in accordance with completed years of continuous service as of March 31 of the applicable vacation sign-up period. Also, an employee who qualifies for an additional week of vacation (per Articles 21.05 to **21.08**) inclusive) will be granted the week for the current vacation sign-up period and will be allowed

to sign-on for the additional week at the time of the vacation sign-on.

NOTE: Vacation entitlements shall be pro-rated for unpaid absences, excluding any leave of absence referred to in Articles 22.05, 22.06, 22.07 and 22.09.

For pro-rating purposes:

- a) Time will be deducted for absences in blocks of one week (forty (40) hours) or more.
- b) Time will also be deducted in cases of excessive daily absenteeism totalling forty (40) hours or more in any **calendar** month that was not already deducted per Point (a).

**21.02**

Employees with the most seniority, within their classification, shall be given preference as to their choice of vacation. The number of employees allowed to take a vacation at any one time will be dependent on operational requirements, as approved by their Supervisor.

Vacation selections shall be made during March of each year. The list of available vacation dates and sign-on schedules will be posted at least two (2) weeks prior to the beginning of the vacation sign-on. An employee who does not choose their vacation dates on the day required shall be allowed to choose among the remaining available vacation dates thereafter during the sign-on, but will be considered the junior employee on that day.

Employees who fail to choose their vacation dates, by the end of the vacation sign-on period, will be assigned by the Employer to any remaining vacancies. The employee shall be provided with a minimum of twenty-one (21) **calendar** days advance notice of the effective date of such assignment.

When the vacation selections have been made, there will be no change unless it is of an emergency or a compassionate nature and mutually agreed between the Union and Management.

- 21.03** During the months of July and August, and also during Christmas week, subject to operational requirements, Calgary Handi-Bus will maintain or increase the number of available vacation weeks from the previous year for permanent employees. In the event that these vacation weeks have to be reduced from the previous year, management will meet with the union, prior to any reductions being made, in order to review what other options might be available.
- 21.04** Upon completion of one (1) year of continuous service, an employee shall be granted two (2) weeks paid vacation.
- 21.05** Upon completion of two (2) years of continuous service, an employee shall be granted three (3) weeks paid vacation.
- 21.06** Upon completion of nine (9) years of continuous service, an employee shall be granted four (4) weeks paid vacation.
- 21.07** Upon completion of **eighteen (18)** years of continuous service, an employee shall be granted five (5) weeks paid vacation.
- 21.08** **Upon completion of twenty-five (25) years of continuous service, an employee shall be granted six (6) weeks paid vacation.**
- 21.09** Where a General Holiday occurs during an employee's vacation, the employee may receive a day off at the beginning or end of the vacation period in lieu of the General Holiday, subject to the needs of the operation. Requests for such a day off must be made at the time of the shift sign-on immediately preceding the vacation period. If a lieu day off is not taken or granted, the employee shall receive eight (8) hours straight time pay as General Holiday pay.

**21.10**

- a) Vacation pay for permanent employees who are terminated shall be calculated as a percentage of earnings on a pro rated basis:
- 2 week entitlement - 4%
  - 3 week entitlement - 6%
  - 4 week entitlement - 8%
  - 5 week entitlement - 10%
  - 6 week entitlement - 12%

Vacation pay shall be calculated to include all premiums with exception of overtime normally received by an employee if worked.

- b) Vacation pay for employees who have not been confirmed permanent employees shall be calculated as a percentage of earnings on a pro rated basis per the provisions of Alberta's Employment Standards Code, 1988, Chapter E-10.2, Division 7:

- 2 week entitlement - 4%
- 3 week entitlement - 6%

Casual employees who become permanent shall receive recognition for hours worked in all casual classifications only for the purposes of calculating continuous service concerning the granting of paid vacation as a permanent employee, per Articles 21.04 to 21.08 inclusive.

**21.11**

Employees covered by this Agreement shall be permitted to save and carry forward to a future vacation period one (1) week of annual vacation per annum, up to a maximum of six (6) weeks for employees with less than twelve (12) years of service or eight (8) weeks for employees with twelve (12) or more years of service, subject to approval of the Departmental Manager and the needs of the operation.

The vacation periods carried forward will be selected after all employees' annual entitlements have been chosen, subject to approval of the Departmental Manager and the needs of the operation.

All deferred vacation shall be paid at the employee's prevailing wage when taken.

**Note: For medical appointments only, deferred vacation may be taken in daily increments up to a maximum of five (5) days per year, subject to approval of the Department Manager and the needs of the operation.**

**21.12** Sickness which occurs during an employee's vacation, and which is verified by the attending Doctor's certificate dated within three (3) days of the sickness occurring, shall be recognized as sick time under Article 33. The employee shall be entitled to the appropriate vacation allotment for the period of the illness provided that their Supervisor is informed of the sickness within three (3) days of becoming ill. Upon notification by the employee, the Supervisor shall cancel the employee's vacation and place the employee on sick leave as per Article 33.

#### **ARTICLE 22 - GENERAL LEAVE**

**22.01** Leave of absence other than maternity, paternity, adoption or bereavement leave shall be considered only upon application from employees with more than one year's seniority.

**22.02** An employee desiring a leave of absence for three (3) **working** days or more shall apply in writing to their Department Manager not less than fourteen (14) calendar days prior to the requested leave. Such application shall contain the length of the leave applied for and the reason for such leave.

**22.03** The employee's Department Manager shall advise the employee of their decision by making a notation on the employee's application as to whether the leave of absence has been granted or refused. A copy of the employee's application with the decision of the employee's Department Manager noted thereon shall be returned to the employee within seven (7) calendar days after the date of application.

- 22.04** Should the application be refused, the employee may resubmit the application to the General Manager within three (3) working days of receipt of the Department Manager's decision. The General Manager shall notify the employee of his decision within three (3) working days of the submission. The decision of the General Manager shall be final and binding and not subject to any grievance or arbitration procedures.
- 22.05** Leave with pay for the purpose of attending courses or for writing an examination shall be granted upon application of the employee provided that the course or examination is related to the operations of the Employer and has been previously approved by the Employer.
- Courses or instruction required by the Employer or deemed necessary by the Employer to remain proficient in the employees' classification shall be provided by the Employer.
- While on leave for the purpose of attending required courses or writing of examinations as aforementioned, the employee shall suffer no loss of benefits coverage.
- 22.06** Permission for leave without pay for the purpose of attending Union schools, Union-related courses or Union business matters shall be made in written form from the Union office providing 72 hours notice to the immediate supervisor. Such request shall not be unreasonably withheld. Under special circumstances, efforts will be made to accommodate requests for leave when 72 hours notice is not possible.
- Employees on Union Leave shall be paid full benefits and wages by the Employer and subsequently, the Union shall reimburse the Employer.
- 22.07** Upon request by A.T.U. Local 583, and giving as much notice as practicable, any employee engaged on a full time basis by the Local in matters related to Handi-Bus business, including other labour organizations to which the

A.T.U. is affiliated, shall be granted an indefinite leave of absence for such union duties. Such requests shall have priority over all other applications. Such employees shall continue to accumulate seniority in accordance with the Collective Agreement and upon notice of at least one (1) month to return to active employment, shall have the right to return to their former position, provided they are qualified.

Employees on such Union leave shall be paid full benefits and wages by the Employer and subsequently, the Union shall reimburse the Employer.

**22.08**

Any leave of absence is granted by the Employer on the following conditions:

- a) An employee granted leave will not be permitted to return to work until the expiration of the said leave unless approved by the Employer.
- b) Where an employee overstays a leave of absence without permission, they shall automatically forfeit their position with the Employer and be considered to have voluntarily resigned unless in the opinion of the General Manager, or designate, such overstay was justifiable.
- c) If at any time it is found that an employee on leave has accepted any kind of employment, that employee will automatically forfeit their position with the Employer and be considered to have voluntarily resigned except in cases wherein prior approval was granted by the Employer.

**22.09**

In recognition that many employees may choose to celebrate Holy Days other than those included in recognized General Holidays, the Employer will grant a leave of absence without pay per this Article, to those employees who request these days at the time of sign-on for the upcoming sign-up.

#### **ARTICLE 23 - MATERNITY LEAVE**

- 23.01** Maternity leave shall be granted without pay in accordance with the Employment Standards Code, R.S.A. 1988, c. E-10.2 as amended or any successor legislation thereto.
- 23.02** An employee returning to work from maternity leave shall be reinstated to the position she held at the time she went on leave without loss of seniority but without claim to any promotions effected during her absence on leave.
- 23.03** Employees receiving Weekly Indemnity benefits due to illness or injury, who subsequently require Maternity Leave, are entitled to resume Weekly Indemnity benefits at the expiration of the period of U.I.C. Maternity Leave, if still confirmed by a physician to be ill or injured.
- Employees who become ill or injured while on Maternity Leave are entitled to Weekly Indemnity benefits at the expiration of the period of U.I.C. Maternity Leave, if still confirmed by a physician to be ill or injured.

#### **ARTICLE 24 PATERNITY LEAVE**

- 24.01** A total of two (2) **working** day's leave with pay shall be granted by the employee's Department Manager upon application by the employee in recognition of the birth of the employee's child. Days off may be taken together or split between the day of the birth and the day the child and mother are released from the hospital.
- 24.02** An employee who has at least one (1) year's seniority with the Employer and who becomes a parent may apply for a leave of absence without pay to the Department Manager to a maximum of eighteen (18) weeks, subject to Article 22.04.

#### **ARTICLE 25 - ADOPTION LEAVE**

- 25.01** One (1) **working** day's leave with pay shall be granted for adoption leave by the Department Manager upon at least



one (1) **calendar** day's notice by an employee who becomes an adoptive parent.

- 25.02** An employee who has at least one (1) year's seniority with the Employer and who becomes an adoptive parent may apply for a leave of absence without pay to their Department Manager to a maximum of eighteen (18) weeks, subject to Article 22.04.

**ARTICLE 26 - WITNESS OR JURY DUTY**

- 26.01** An employee who is subpoenaed as a witness, called for jury selection, or selected as a juror in any Court shall be granted a leave of absence without loss of seniority or pay, except where the employee appears as a witness on his own behalf provided the employee turns over to the Employer any fees or payments received from appearing as a witness or juror (including jury selection).

- 26.02** Employees who take direct action against the Employer shall not be entitled to compensation in accordance with the provisions of this Article.

- 26.03** The Employer shall indemnify and save harmless any employee from any action, claim, cause or demand that may be made or arise out of the employee carrying out their proper performance of duties within the scope and course of employment with Handi-Bus, except where the actions of the employee constitute gross disregard or negligence.

The Employer will arrange and bear the cost of necessary legal support except where the actions of the employee constituted gross disregard or negligence, provided the employee cooperates fully with the defence provided.

**ARTICLE 27 - BEREAVEMENT LEAVE**

- 27.01** Leave of absence in order to carry out responsibilities incurred by the demise of a relative may be permitted at the discretion of Management, Where Management is satisfied

that the request is a legitimate one it will be permissible for him/her to grant leave of absence with pay up to but not exceeding four (4) **working** days. For this purpose a relative shall be defined as mother, father, brother, sister, wife, husband, common-law spouse, child or foster child, grandchild, guardian, mother-in-law, or father-in-law and grandparent of the employee or spouse, brother or sister of current spouse and current spouse of brother or sister.

Employees serving vacation time shall not lose their entitlement for any bereavement leave for which they would otherwise qualify. Employees shall notify Management of the death of the relative, as soon as practicable, in order to determine their entitlement for bereavement leave. Any period of vacation displaced shall be reinstated for use at a later date.

**27.02** Where an employee under this clause is unable to attend the funeral because of distance, one (1) **working** day's leave with pay shall be granted upon request for mourning purposes.

**27.03** Leave with pay to attend funeral service only, of persons related more distantly than listed above, shall be granted at the discretion of the employee's Department Manager.

#### **ARTICLE 28 - PAYMENT OF PREMIUMS**

**28.01** When an employee is granted leave of absence, including Maternity Leave, for a period of thirty (30) **calendar** days or less, it is understood that such employee is required to pay their own share of benefit premiums and any other levies which are proper to be made. If the period of leave of absence is more than thirty (30) **calendar** days then the employee is required to pay both their own and the Employer's share of benefit premiums.

#### **ARTICLE 29 - UNIFORMS - OPERATORS AND ATTENDANTS**

**29.01** The wearing of the approved uniform will be considered a condition of employment for all operators and attendants.

The Employer will make uniforms available to all new employees as soon as possible. All operators and attendants will wear the Employer-approved uniforms at all times when representing the Employer.

**29.02**

- a) The Employer shall provide uniform components to all operators and attendants on a regular basis, as provided for in Art 29.02 b) and c). For the sole purposes of alternate or optional uniform component selection, a point value is assigned to each uniform component. Points are not transferable and optional components selected are in lieu of the annual basic components listed. Employees may request additional items of clothing listed herein; their request shall be granted if it can be demonstrated to Management that the need is warranted.

**b) PERMANENT OPERATORS AND ATTENDANTS**

*BASK COMPONENTS:*

<b><i>Pts</i></b>	<b><i>Item</i></b>	<b><i>Annual Allotment</i></b>	
15	Long Sleeve shirts/blouses with darts or golfshirts	4/yr	60
30	pair of pants/slacks with darts	2/yr	60
76	spring/fall jacket with liner	1/2yr	38
5	pair insulated gloves	2/yr	10
80	winter parka	1/3yr	27
5	summer hat	1/yr	5
		TOTAL 200 pts	

*OPTIONAL COMPONENTS:*

<b><i>Pts</i></b>	<b><i>e m</i></b>	<b><i>Annual Maximum</i></b>	
3	tie	2/yr	
15	touque,	winter hat or hood	1/yr
15	golf shirt		2/yr
50	footwear (maximum value \$35 per Note 2)		1/yr
17	summer shorts		2/yr *

see Note 3

**NOTE 1:** Employees shall not be allowed to choose optional components with their first year uniform issue points. In subsequent years, employees may carry-over unused points to future years provided the accumulated carryover does not exceed one hundred (100) points.

**NOTE 2:** Handi-Bus will reimburse employees for footwear (with prior management approval) for shoes which are black/dark gray, preferably leather upper with a quality sole.

**NOTE 3:** Shorts may only be worn during the period May 1 to October 1 of each year.

**NOTE 4:** Employees may exchange, at no charge, winter hoods previously issued for winter coats as they do not fit the new issue of winter parkas mentioned above.

**PART TIME OPERATORS**  
**(see Memorandum of Agreement dated Oct 21/99)**

Part Time Operators are to be provided uniform components as outlined in Article 29.02 and include the following:

*BASIC COMPONENTS:*

<u>Item</u>	<u>Allotment</u>
<b>Longsleeve shirts/blouses</b>	
with darts or golfshirts	4/yr
pair of pants/slacks with darts	2/yr
pair insulated gloves	1/yr
summer hat	1/yr
spring/fall jacket with liner	1/2 yr
winter parka	1/3 yr
<b>(Parka is issued for the winter following progression to Part Time Employee)</b>	

c) **CASUAL OPERATORS AND ATTENDANTS**

*BASIC COMPONENTS:*

<b>Item</b>	<b>Allotment/2 yrs</b>
<b>Longsleeve</b> shirts/blouses	
with darts or golfshirts	2
pair of pants/slacks with darts	2
spring/fall jacket with liner	1
pair insulated gloves	1
summer hat	1

**NOTE 5:** Casual employees will contribute a maximum of fifty percent (50%) towards the cost of the above basic components. Upon receipt of the complete basic components, the casual employee may opt to pay for these in full or by regular payroll deductions of ten dollars (\$10.00) per pay. Any such deduction will begin no sooner than the third pay cheque after training. Such new casuals will receive the basic components every two years, except if the spring/fall jacket issued is still deemed to meet **Handi-Bus'** uniform policy. All such monies paid will be refunded to casual employees upon completion of one thousand (1,000) hours of work and one year of service.

**NOTE 6:** Casual employees will be issued a winter parka, after completing two years of service.

**29.03**

Employee uniform selection will be made in December for distribution in the following year. Point allotment for each employee will be distributed each December for the following year. No changes in the original selection will be accepted unless authorized by the Employer.

The cost of alterations to the uniform due to manufacturing errors shall be borne by the Employer. The cost of approved alterations to suit the individual preference of the employee shall be borne by the employee.

**29.04** Employees who terminate their employment with less than 12 months service will be assessed the outstanding value of the uniform issue on their final pay cheque. The following formula will be used in making this assessment:  
 $X - Y/12(X) = Z$

X = cost of uniform  
Y = months since initial issue  
Z = cost assessed to the employee upon termination

Employees who owe money for a uniform will have the appropriate amount deducted from their final pay cheque.

**29.05** Employees will be responsible for the cleanliness and appearance of their uniform.

**29.06** All crests, badges and I.D. cards will remain the property of the Employer. Upon termination, employees will be required to return these items to the Employer.

**29.07** The Employer shall provide, and clean on a regular basis, a sufficient number of suitable rack smocks for use by Operators for the washing of Handi-Bus vehicles.

#### **ARTICLE 30 - UNIFORMS – MAINTENANCE**

**30.01** The Employer shall provide, and clean on a regular basis, suitable smocks for all **employees per Article 13.06**. The Employer shall supply a sufficient number of rack parkas to be used by the mechanics and apprentices while performing job related duties outside in cold weather.

**30.02** CSA approved steel toed work boots shall be a condition of employment for all **employees per Article 13.06**.

**30.03** The Employer shall reimburse the full purchase price, to a maximum of **One Hundred dollars (\$100.00)**, for the purchase of the appropriate boots as per Article 30.02. The boot allowance payment shall be made annually in

January, and will be reimbursed upon receipt of the appropriate sales slip. Employees hired at any other time of the year subsequent to the payment of the annual boot allowance, and who require steel toed boots, will be required to supply steel toed boots, and will be eligible for the allowance payment, as stipulated above, on the subsequent payment day.

#### **ARTICLE 31 - SAFETY**

- 31.01** The Joint Occupational Health and Safety Committee shall consist of three (3) representatives of the Employer and three (3) representatives of the Union. A representative of the Employer and a representative of the Union shall be nominated as co-chairpersons who shall be responsible for preparing an agenda.
- 31.02** The Joint Occupational Health and Safety Committee shall meet **bi-monthly**, with the provision for additional meetings as mutually agreed by the Co-chairpersons. The purpose of the meetings shall be to discuss safety concerns and make practical recommendations to the Employer.
- Typed minutes of J.O.H.S.C. meetings will be distributed by the Employer within thirty (30) **calendar** days following each meeting.
- 31.03** An employee shall not be required to work under conditions identified as being in violation of the Employer's safety policies, the Workers' Compensation Act or other safety legislation of the Province of Alberta.
- 31.04** An employee will immediately report any unsafe working conditions to the Employer for remedial action and shall have the right to refuse to work in an unsafe condition without fear of reprisal.
- 31.05** All employees shall be trained in safety aspects of their particular classification. This training shall be performed by a qualified instructor. The Employer, recognizing the need for professional and personal development of all employ-

ees, will make available courses in defensive driving techniques and first aid procedures. Specific training, time and locations will be at the discretion of the employer.

**31.06** The Employer's vehicles, property and facilities shall be kept in a safe and comfortable condition. It will be the employee's responsibility to report to their immediate supervisor any safety hazard so that remedial action will be taken.

**31.07** Employees shall not suffer any loss of pay during the time period required to correct any unsafe condition or if called by Management for any accident or other safety matters related to their employment.

In addition, employees shall not suffer any loss of pay for time spent while reporting an accident at the Police Station concerning the Employer's vehicle.

Employees who are required by the Employer to file an accident or incident report or any documentation for outside agencies relating to the performance of their duties, shall be paid a maximum of one-half (1/2) hour of their regular rate of pay (in addition to their regular pay for the day) when on-duty time was not previously provided for this purpose by the Employer.

**31.08** The Employer, upon investigation of all accidents, incidents and safety concerns involving injury, property damage or potential health hazards, shall provide the J.O.H.S.C. with appropriate reports and relevant documentation for discussion and recommendations.

**31.09** The Employer shall provide adequate space for employees working in an office environment.

**ARTICLE 32 - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

**32.01** In recognition of the welfare of employees and the mutual benefits to the Employer and employees, the Company and the Union have established an Employee and Family



Assistance Program Committee.

The purpose of the Committee shall be to develop practical recommendations and procedures, aimed at communicating to employees an awareness of available assistance programs. **These programs are voluntary, personal and confidential.**

The Committee shall consist of a minimum of two (2) representatives of the Employer and two (2) representatives of the Union. One (1) representative of the Employer and of the Union shall be appointed by each party as Co-chairperson

**ARTICLE 33 - SICKNESS AND OFF THE JOB INJURY**

- 33.01** The Employer and the Union agree that employees shall be encouraged to live healthy lifestyles that will enhance their general well being.
- 33.02** Employees shall accumulate sick days at the rate of one (1) **working** day per month to a maximum of fourteen (14) **working days.**
- 33.03** Sick leave usage shall be limited to any periodic short term illnesses and the offsetting of any required waiting period prior to receiving Weekly Indemnity benefits,
- 33.04** The appropriate Supervisor shall advise each employee of the need for a doctor's certificate, as per the Employer's sick leave policy.
- 33.05** Employees shall suffer no loss in pay for the purpose of attending a medical examination, if the examination is a prerequisite for the maintenance of a valid driver's licence.

**ARTICLE 34 - TECHNOLOGICAL CHANGE**

- 34.01** The Employer shall notify the Union of its intention to introduce a technological change or change resulting from work reorganization, at least sixty (60) **calendar** days prior to the

implementation of training for such change, and will meet with the Union within fifteen (15) calendar days of notification to discuss effects of the change. Such notification shall include the nature of the change, date of implementation of the change, the jobs affected by the change and the training to be supplied by the Employer.

**34.02** No additional employees shall be hired by the Employer until those employees affected by the changes are notified and allowed an adequate training period to acquire the necessary knowledge or skill for retaining their employment. Such training shall be at the expense of the Employer.

**34.03** Employees who fail to acquire the appropriate knowledge or skill within an adequate training period shall be laid off as per Article 11, unless able to revert to his previous position as outlined in Article 11.04.

**34.04** When the above provisions have been exhausted without success, the following shall apply with respect to technological change only: those employees laid off shall be paid a total of one (1) month's earnings for each year of service which shall include any other payment that may have already been provided under Article 11.07. Additionally, such employees shall forfeit all accumulated seniority and recall rights.

#### **ARTICLE 35 - CITY MAPS**

**35.01** City maps shall be issued to all Operators once per year at the Employer's cost. Any additional maps required shall be issued at the employee's expense. The replacement will be free of charge if the old map is returned, or, at the discretion of the Supervisor.

#### **ARTICLE 36 - VEHICLE BREAKDOWN**

**36.01** In the event of a vehicle breakdown in adverse weather conditions, operators and attendants shall be picked up in a company dispatched vehicle as soon as possible.

ARTICLE 37 - TICKETS

**37.01** Operators who fail to repay ticket money to the Employer when either terminating employment or transferring to another classification will have such amount deducted from their final pay cheque.

ARTICLE 38 - OPERATOR TRIP SCHEDULES

**38.01** Handi-Bus is committed to providing quality trip schedules as outlined in their Operations Initiatives dated March 10, 1997.

An operator's daily work assignment shall be constructed so as to provide an overall schedule that can be completed safely within the time allotted.

The following factors will be taken into consideration in the preparation of schedules:

- Known weather conditions.
- Routing and posted speed limits.
- Pre-trip preparation: vehicle/equipment check, review of schedule.
- Passenger loading/unloading time.

No operator will be expected to exceed posted speed limits in completing their daily work assignment

Trip schedules will be corrected if they encroach into an operator's break or past the end of their scheduled work hours. It is agreed and understood that unforeseen circumstances, such as weather conditions or delays caused by customers, that may cause an operator(s) to work into a scheduled break or past the end of their scheduled work hours, are beyond the control of Handi-Bus.

**38.02** A Scheduling Committee will be established, to meet at least once a month, for the purpose of discussing matters related to work assignments for operators and attendants. The number of 4 and 3 shifts will also be discussed as out-

lined in Article 16.05. This Committee would then make practical recommendations to the Employer.

The Committee will be chaired by Management and shall be comprised of an equal number of members from Management and the Union. The Union shall appoint three (3) members and the other members shall be selected by the Employer.

**38.03**

A Trip Schedule Committee shall be established and comprised of one (1) member from Management and one (1) from the Union; this Committee shall meet once per week or more, if required, to address outstanding issues. Operators who feel they have been assigned an unrealistic trip schedule shall first discuss the issue with a supervisor (scheduling or operations). If the operators feel that their concerns are not resolved, they may forward them to the Trip Schedule Committee.

The Committee will identify the issues and look at ways of resolving each concern, if the trip schedule was unrealistic. Recommendations will be made stating what action will be taken.

If the Committee is unable to reach a consensus, the Director of Planning & Operations will review their findings and all of the issues. The Union will be consulted prior to the Director recommending a final solution.

**ARTICLE 39 - TOURS/EVENTS/CHARTERS**

**39.01**

When the Employer determines that a tour, sporting event, special event or charter will not be accommodated through regular service, such work shall be offered to volunteers first and then shall be assigned if insufficient volunteers are found. Volunteer requirements will be posted whenever possible one week in advance, and shall include the nature of work, paid hours and expected duration.

**39.02** An operator who voluntarily works an assignment listed in Article 39.01 shall be paid for the complete assignment at regular rates, excluding time spent observing the activity. In no case shall the operator receive less than three (3) hours at regular rates. This volunteer time shall not apply to any guarantees or maximums mentioned in Article 14.

**39.03** An operator who is assigned and works all or part of an assignment listed in Article 39.01, due to a lack of volunteers, shall be paid for all work performed at the appropriate rate of pay and may not be entitled to attend the event.

#### **ARTICLE 40 - PRINTING COST OF COLLECTIVE AGREEMENT**

**40.01** The Employer and the Union agree to equally share the cost of printing the Collective Agreement in booklet form.

#### **ARTICLE 41 - TERM OF AGREEMENT**

**41.01** This agreement shall be in effect from **January 1, 1999 to December 31, 2001** and from year to year thereafter unless written notice of termination or amendment is given by either party not less than sixty (60) **calendar** days or more than one hundred twenty (120) **calendar** days prior to **December 31, 2001**, or December 31<sup>st</sup> of any subsequent year.

APPENDIX 1 HOURLY WAGES JANUARY 1, 1999							
	OPERATOR	ATTENDANT	PASSENGER AGENT	PASSENGER AGNT/ATTEND	MECHANIC	CARETAKER	SERVICE PERSON
TRAINEE	\$6.65	\$5.59	\$5.93	\$5.59			
PROB. & CASUAL	\$12.15	\$8.01	\$8.49	\$8.01	\$15.80	\$11.54	\$10.33
PERM. TO 1 YEAR	\$14.67	\$10.23	\$10.97	\$10.35	\$18.81	\$13.84	\$12.65
1 TO 2 YEARS	\$14.82	\$10.38	\$11.14	\$10.51	\$18.94	\$13.97	\$12.79
2 TO 3 YEARS	\$14.95	\$10.54	\$11.30	\$10.66	\$19.09	\$14.15	\$12.95
3 TO 4 YEARS	\$15.12	\$10.70	\$11.47	\$10.82	\$19.26	\$14.29	\$13.09
4 TO 5 YEARS	\$15.29	\$10.85	\$11.64	\$10.97	\$19.41	\$14.44	\$13.26
5 TO 6 YEARS	\$15.42	\$10.99	\$11.78	\$11.12	\$19.55	\$14.62	\$13.40
6 TO 7 YEARS	\$15.58	\$11.15	\$11.95	\$11.28	\$19.74	\$14.75	\$13.54
7 TO 8 YEARS	\$15.72	\$11.30	\$12.13	\$11.44	\$19.87	\$14.90	\$13.70
8 TO 9 YEARS	\$15.89	\$11.45	\$12.27	\$11.58	\$20.03	\$15.06	\$13.86
9 PLUS YEARS	\$16.04	\$11.60	\$12.43	\$11.73	\$20.16	\$15.22	\$14.00

\*Lead Hand Mechanic: 9 plus years, plus five percent (5%)

APPENDIX 1 HOURLY WAGES JANUARY 1, 2000							
	OPERATOR	ATTENDANT	PASSENGER AGENT	PASSENGER AGNT./ATTEND	MECHANIC	CARETAKER	SERVICE PERSON
TRAINEE	6.85	5.76	6.10	5.76			
PROB. & CASUAL	12.51	8.25	8.74	8.25	16.27	11.88	10.64
PERM. TO 1 YEAR	15.11	10.54	11.30	10.66	19.37	14.26	13.03
1 TO 2 YEARS	15.26	10.69	11.47	10.82	19.51	14.39	13.17
2 TO 3 YEARS	15.40	10.85	11.64	10.98	19.67	14.57	13.34
3 TO 4 YEARS	15.57	11.02	11.82	11.15	19.83	14.72	13.48
4 TO 5 YEARS	15.75	11.18	11.99	11.30	19.99	14.88	13.66
5 TO 6 YEARS	15.88	11.32	12.13	11.45	20.14	15.05	13.80
6 TO 7 YEARS	16.05	11.48	12.31	11.62	20.33	15.19	13.95
7 TO 8 YEARS	16.19	11.64	12.49	11.79	20.46	15.35	14.11
8 TO 9 YEARS	16.37	11.80	12.64	11.92	20.63	15.52	14.28
9 PLUS YEARS	16.52	11.94	12.81	12.08	20.77	15.67	14.42

\*Lead Hand Mechanic: 9 plus years, plus five percent (5%).

FO

APPENDIX 1 HOURLY WAGES JANUARY 1, 2001							
	OPERATOR	ATTENDANT	PASSENGER AGENT	PASSENGER AGNT/ATTEND	MECHANIC	CARETAKER	SERVICE PERSON
TRAINEE	7.05	5.93	6.29	5.93			
PROB. & CASUAL	12.89	8.49	9.00	8.49	16.76	12.24	10.96
PERM. TO 1 YEAR	15.56	10.85	11.64	10.98	19.95	14.68	13.42
1 TO 2 YEARS	15.72	11.02	11.82	11.14	20.01	14.82	13.57
2 TO 3 YEARS	15.86	11.18	11.99	11.31	20.26	15.01	13.74
3 TO 4 YEARS	16.04	11.35	12.17	11.48	20.43	15.16	13.88
4 TO 5 YEARS	16.22	11.51	12.35	11.64	20.59	15.32	14.07
5 TO 6 YEARS	16.36	11.66	12.50	11.79	20.74	15.51	14.22
6 TO 7 YEARS	16.53	11.83	12.68	11.97	20.94	15.65	14.37
7 TO 8 YEARS	16.67	11.99	12.87	12.14	21.08	15.81	14.53
8 TO 9 YEARS	16.86	12.15	13.02	12.28	21.25	15.98	14.71
9 PLUS YEARS	17.02	12.30	13.19	12.44	21.39	16.14	14.86

\*Lead Hand Mechanic: 9 plus years, plus five percent (5%).



## APPENDIX 2 - BENEFITS PACKAGE

The Employer shall provide and pay the premium for a benefits package consisting of the items listed below. Effective **March 1, 2000** all permanent employees shall contribute **.9%** of their bi-weekly earnings towards the cost of the benefits package described herein, **and effective January 1, 2001 the employees contribution will be reduced to .7%. (Overtime pay will not be included in this calculation)**

- |                                     |          |
|-------------------------------------|----------|
| 1. Group Life Insurance             | \$20,000 |
| 2. Accidental Death & Dismemberment | \$20,000 |

3. Health care:

This part of the benefits package will be amended to provide employees and their dependants with coverage for generic/low cost alternative drugs, when available.

If the employee or dependent chooses to have the regular brand drug when a generic/low cost alternative drug is available, then our Insurance plan will only pay for the lower cost item.

However, if the Doctor prescribing the drugs stipulates on the prescription form that the regular prescribed drug must be taken, then our Insurance carrier will pay for these specific drugs.

**Effective January 1, 2001 Vision care coverage (\$100 per person covered every two (2) years.)**

4. Dental Plan:

The dental check-up, which is part of the Dental plan, will be amended as follows:

- an employee and their spouse are covered for one (1) annual check-up; in addition, they are entitled to up to two (2) cleanings per year:

- dependents aged 21 and under who are living at home, as well as dependents under 25 who are living at home and in full-time attendance at a recognized post secondary institution, are covered for up to two (2) check-ups and two (2) cleanings per year.

5. Alberta Health Care

6. Weekly Indemnity/EI Carve Out:

SICKNESS:

Accumulated sick days as per Article 33.02 shall be used to offset a one (1) week waiting period.

Sickness greater than one (1) weeks duration will then be covered in the following manner

- the second week of illness is covered by the Insurance Carrier
- the next fifteen (15) weeks is covered by Employment Insurance Sick Benefits

Sickness lasting more than sixteen (16) weeks (i.e. one week covered by Insurance Carrier and fifteen weeks EI.) will be covered by the Insurance Carrier for the remaining thirty-six (36) weeks at sixty-seven percent (67%) of basic weekly earnings to a maximum of \$363 per week.

OFF THE JOB INJURY:

Injuries shall be covered by the Insurance Carrier for the first two (2) weeks, and by EI. for the next fifteen (15) weeks. Injuries lasting longer than seventeen (17) weeks will be covered by the Insurance Carrier for the next thirty-five (35) weeks at sixty-seven percent (67%) of basic weekly earnings to a maximum of \$363 per week.

#### PENSION PLAN

The Employer shall continue to maintain a Pension Plan for employees. Effective April 1, 1992, the Employer shall match a five percent (5%) contribution of gross wages by the employee.

The Employer shall make an additional annual lump sum contribution directed to each pension plan member's individual account. This contribution represents an amount equal to the member's share of the total additional Employer contribution. An individual's share shall be pro-rated based on the portion of the **calendar** year during which the employee was a plan member. Deductions for absences shall be made in accordance with the provisions of the Letter of Intent dated March 18, 1996 signed by the parties. The Employer's contribution shall be made by February 15th, 1999 for the **calendar** year 1998, and annually thereafter by February 15th.

Further, the Employer agrees that when a General Holiday falls on an employee's scheduled day to work and the employee is not required to work that day, the employee shall be credited the regular hours of work towards the Pension Plan for the General Holiday.

#### APPENDIX 3 -TOOL ALLOWANCE

All permanent mechanics and apprentices shall receive a tool allowance of four hundred fifty dollars (\$450.00). This allowance will be paid annually on a **separate cheque** and shall be pro-rated based on all hours worked in the previous year.

APPENDIX 4 - CLAUSES APPLYING TO CASUAL POSITIONS

The following clauses apply to Casual Positions:

Definitions	7.09 (per 7.94)	15.02
1.01	7.10 (per 7.04)	15.03
2.01	7.11 (per 7.04)	15.04
3.01	8.01	15.05
3.02	9.01	15.06
3.03	9.02	16.03
3.04	9.03	16.04
3.05	9.04	16.06
3.06	9.05	16.07
4.01	9.07	16.08
4.02	9.08	17.01
4.03	10.01	18.01
4.04	10.03	18.03
4.05	10.04	18.04
4.06	11.01(A)	18.06
5.01	11.03	20.01
5.02	11.05	20.02
5.03	12.05	21.09 (B)
5.04	12.06	29.01
6.01	12.08	29.02
6.02	13.01	29.03
6.03	13.02	29.04
7.01	13.04	29.05
7.02	13.05	29.06
7.03	13.06	29.07
7.04	<b>14.01</b>	<b>30.01</b>
7.05	14.02 (B)	<b>30.02</b>
7.06	14.03	30.03
7.07	14.04	31.03
7.08	15.01	31.04

31.05	38.01
31.06	<b>38.02</b>
31.07	38.03
31.08	39.01
31.09	39.02
32.01	39.03
35.01	40.01
36.01	41.01
37.01	

Appendix 1

Appendix 2: Points 1, 2 & 5 apply only to casual employees who have worked a minimum of two thousand (2,000) hours and have accumulated two (2) years service.

Memorandums of Agreement:

- Pg. 59 Implementation dates
- Pg. 60 A.L.R.B. Certification Certificate
- Pg. 61 retro pay
- Pg. 62 Utilization of Casual/Part-Time Operators
- Pg. 64 Entire Agreement

Letters of Intent:

- Pg. 65 Job Descriptions
- Pg. 69 WCB Claims/Advancement of Funds
- Pg. 70 Employee Health Benefits Committee

**APPENDIX 5 - OPERATOR TRAINERS AND FAMILIARIZATION**

All employees covered by this Agreement who have been assigned the position of Operator Trainer shall receive one dollar (\$1.00) per hour in addition to their regular hourly rate for all time worked related to training.

On occasion, attendants or other operators may be requested to assist with specific familiarization functions. These employees shall receive thirty-five cents (\$.35) per hour in addition to their regular hourly rate for all time worked while assisting.

NOTE 1

1. September 13, 1987, all Pre-School Bus, Wheelchair, and Ambulatory Operator positions were combined under the designation of Operator, with all non-probationary Operators receiving the same wage.
2. Pre-School Bus Operators on September 13, 1987, are allowed to retain a "protected" status through future shift sign-ups, as long as they do not bid on work that requires the transportation of passengers with wheelchairs.
3. "Protected" Operators may bid on work outside the Pre-School services so long as they do not bid on work that requires the transportation of passengers with wheelchairs. If a "protected" Operator bids into work outside the Pre-School services on more than one shift-sign up, the Operator would not retain "protected" status in Pre-School services. However, this Operator would be able to return to the Pre-School service by seniority at the regular shift sign-up.
4. In the event that a "protected" Operator is unable to return to Pre-School services or bid on work that does not require the transportation of passengers with wheelchairs, that Operator will retain "protected" status, and suitable alternate work will be provided.
5. In reference to Article 19.04, those Operators in the "protected" classification are:

Kathy Millot	Jane Hughes
Helen Bent	Lois Hicklin

NOTE 2

No currently employed employee shall lose any accumulated sick time earned (under the provisions of Article 33) prior to the ratification of this Collective Agreement.

Notwithstanding the foregoing paragraph, as of Dec 5, 1996 a number of employees are still entitled to their remaining unused accumulated sick time which exceeds the provisions of Article 33.02. These employees will resume accumulating additional sick days per Article 33.02 once their remaining accumulated sick time falls below one hundred and twelve (112) hours.

Further, no employee employed at the time of ratification shall suffer a reduction in their regular hourly wage as the result of rate changes effected by this Collective Agreement. It is agreed and understood that the employee contribution referred to in Appendix 2 of the Collective Agreement is not considered to be either a reduction in the hourly wage or a rate change.

MEMORANDUM OF AGREEMENT

It is understood by both the Union and the Employer that each shift referred to as a "**Pre-School Bus Run**" shall have an Attendant appointed to the run. Each Attendant shall be eligible for all benefits available to employees as outlined in Appendix 2 of this Agreement.

For the Union

For the Employer

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March 19, 1996



**MEMORANDUM OF AGREEMENT**

In order to implement, in a timely and orderly manner, changes related to this Collective Agreement, the parties agree to meet and determine a schedule of implementation. This meeting will take place as soon as possible, and no later than fourteen (14) days after the date of ratification.

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February 7, 2000

**MEMORANDUM OF AGREEMENT**

Notwithstanding the provisions of Article 3.01 of this Agreement, Calgary Handi-Bus and the Amalgamated Transit Union Local 583 understand and agree that (a) this Agreement excludes all Dispatchers, all supervisors and all Schedulers as employees represented by the Union and (b) this Agreement includes all employees listed in Article 13, including casual employees, Passenger Agents, Caretaker, Lead Hand Mechanic, Apprentice Mechanics and Servicemen not presently referred to in the Alberta Labour Relations Certification Certificate No. 108 dated April 21, 1980.

Signed this 29th day of June, 1994.

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MEMORANDUM OF AGREEMENT

The employer agrees to issue a separate cheque to each eligible employee (i.e. employee on the payroll at date of ratification) for 1999 retro pay. This cheque shall be issued within fourteen (14) calendar days from the date of ratification of the Collective Agreement. Retro pay owing for 2000 will be included on employees regular pay of March 3, 2000.

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February 7, 2000

**MEMORANDUM OF AGREEMENT**

Calgary Handi-Bus and the Amalgamated Transit Union Local 583 have agreed to **continue and amend** the trial project involving the **utilization** of casual/part-time operators. The intent of the parties is to **continue** to examine the ongoing, long term feasibility of decreasing the number of casual operators, respecting the overall associated costs to the Association, impact on service levels, as well as addressing the concern for more permanent type work for operators.

The procedures outlined may be amended, upon agreement of both parties. Furthermore, either party may withdraw from the trial project upon serving a minimum of sixty (60) **calendar** days notice prior to the next sign-on

Further, both parties agree that the project and agreed upon procedures shall terminate in their entirety effective with the expiration of the current Collective Agreement. Notwithstanding the foregoing, if both parties are in agreement, the project may be extended to a date beyond that referenced herein.

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October 21, 1999

## MEMORANDUM OF AGREEMENT

Calgary Handi-Bus Association and Amalgamated Transit Union Local 583 have agreed to a trial project involving the scheduling of breaks. The intent of the parties is to conduct a project for a one year period. (i.e. three (3) consecutive sign-ons for Operators).

Key elements will include the following and this shall supersede the provisions of this Collective Agreement pertaining to breaks, during the agreed upon trial period.

- 1) Meet and review the success of the project after the second sign-on.  
The Scheduling

Committee shall conduct this review and report to the Labour-Management Communications Committee. The Local Chair and Director, Planning & Operations will meet on an ongoing basis on this matter.

During the trial project Calgary Handi-Bus will endeavor to maintain the current ratio of "straight" eight (8) and ten (10) hour shifts versus all shifts.

- 2) Procedures may be amended upon agreement of both parties
- 3) Either party may withdraw from the trial project upon serving 60 days notice prior to the next sign-on. In this event, the current provisions of this Collective Agreement shall apply.

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November 30, 1999

**MEMORANDUM OF AGREEMENT**

Entire Agreement

Calgary Handi-Bus Association and Local 583 of the Amalgamated Transit Union agree to recommend the **Mediators recommendations** to their respective parties. This Memorandum shall constitute and form part of this Agreement.

**Signed this 7<sup>th</sup> day of February, 2000.**

For The Union

For the Employer

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**February 2, 2000**

LETTER OF INTENT

June 29, 1994

Mr. Colin Holden  
President/Business Agent  
ATU - Local 583  
2nd Floor, 5325-1A St SW  
Calgary, Alberta

T2H 0E5

Dear Sir:

Re: Job Descriptions

The Employer shall provide the Union with any outstanding Job Descriptions which outline the general duties of each job category covered by this Agreement by July 31, 1994. All job descriptions shall be revised as deemed necessary by the Employer, and the Union shall be provided with a revised copy of the Job Descriptions.

Yours truly,  
CALGARY HANDI-BUS ASSOCIATION

P.T. Pellegrino  
General Manager

**LETTER OF INTENT**

October 1, 1996

**Mr. Ted Penlington**  
President/Business Agent  
ATU - Local 583  
2nd Floor, 5325-1A St SW  
Calgary, Alberta  
T2H 0E5

Dear Sir:

Re: Article 19

Calgary Handi-Bus Association agrees to post the work assigned to Attendant shifts at each sign-on.

The posting is to allow the Attendants to view the work currently assigned to a particular shift.

While every effort will be made to maintain the general nature of the work posted throughout sign-up, Management reserves the right to change work based on operational needs.

Yours truly,

CALGARY HANDI-BUS ASSOCIATION

**C.R. Hicks,**  
Director of Personnel



LETTER OF INTENT

April 17, 1996

Mr. Ted Penlington  
President/Business Agent  
ATU - Local 583  
2nd Floor, 5325-1A St SW  
Calgary, Alberta  
T2H 0E5

Dear Sir:

Subject: Article 19 - Shift Sign-On "Rotation"

This correspondence will serve to confirm that the parties have agreed to a new practice concerning the sequence of signing up by operators and attendants at the common sign-ons specified in Article 19.

Attendants will sign-up first, commencing with the first common sign-on occurring after the date of ratification of this agreement, followed by the operators. Subsequently, operators will sign-up first and a rotation will then be followed for all subsequent common sign-ons.

When attendants sign-up first, the attendants sign-on times will be advanced to allow their sign-up to precede the regular sign-on for operators.

Yours truly,

CALGARY HANDI-BUS ASSOCIATION

P. Charuk,  
Director, Planning and Operations

**LETTER OF INTENT**

March 19, 1996

Mr. Ted Penlington  
President/Business Agent  
ATU - Local 583  
2nd Floor, 5325-1A St SW  
Calgary, Alberta  
T2H 0E5

Dear Sir:

Re: Alternate Work Programs - W.C.B.

In recognition of the long-term welfare of employees and the mutual benefits to the Employer and employees, Handi-Bus will continue with an alternate work program for employees receiving WCB benefits.

Further, Handi-Bus agrees to include the Union in discussions with the Workers' Compensation Board regarding suitable alternate work programs, and to meet with the Union representatives to review their overall findings

Yours truly,  
CALGARY HANDI-BUS ASSOCIATION

P.T. Pellegrino  
General Manager

**LETTER OF INTENT**

June 29, 1994

Mr. Colin Holden  
President/Business Agent  
ATU - Local 583  
2nd Floor, 5325-1 A St SW  
Calgary, Alberta  
T2H 0E5

Dear Sir:

Re: W.C.B. Claims /Advancement of Funds

Calgary Handi-Bus is committed to the efficient and speedy processing of WCB claims filed by employees. In the interest of further assisting employees, once the Employer has confirmation of approval by WCB of a claim, Handi-Bus will advance funds to the employee representing the equivalent value of the WCB payment for the first pay period. If required, due to WCB delays in payment of the approved claim, the Employer will advance an additional two cheques on the next two pay periods.

It is understood that on each occasion wherein the Employer will advance funds re: WCB, the employee must first agree in writing to immediately reimburse the Employer upon receipt of any monies from WCB.

Yours truly,  
CALGARY HANDI-BUS ASSOCIATION

P.T. Pellegrino  
General Manager

LETTER OF INTENT

November 1, 1994

Mr. Colin Holden  
President/Business Agent  
ATU - Local 583  
2nd Floor, 5325-1 A St SW  
Calgary, Alberta  
T2H 0E5

Dear Sir:

Re: EMPLOYEE HEALTH BENEFITS COMMITTEE

This correspondence will serve to confirm that Handi-Bus agrees to set up a Committee with the Union concerning the health benefits provided to employees covered by this Collective Agreement.

The Committee shall be comprised of a minimum of two (2) representatives from each of the parties, and shall meet at least twice per **calendar** year. The mandate of the committee is to review the benefits program and to make practical recommendations to the General Manager. Additionally, this Committee shall ensure proper levels of communication with the employees.

Yours truly,  
CALGARY HANDI-BUS ASSOCIATION

P.T. Pellegrino  
General Manager

LETTER OF INTENT

March 18, 1996

Mr. Ted Penlington  
President/Business Agent  
ATU - Local 583  
2nd Floor, 5325-1 A St SW  
Calgary, Alberta  
T2H 0E5

Dear Sir:

During our recent negotiations you requested confirmation as to what amounts were used in determining Handi-Bus' 5% matching pension contribution. This correspondence will serve to confirm our established procedures, as verified with payroll records, indicating the different earnings presently eligible for the employer's 5% matching. These are as follows:

- regular earnings
- paid sick days per Art. 33.03 & 33.04
- absent with pay (eg. union leave, bereavement)
- general holiday pay of straight 8 hrs.
- retro-pay re: contract renewals
- pay-in-lieu (i.e. instead of taking time off)
- annual vacation pay
- earnings in relief/non-union positions (i.e. dispatch, scheduling or field supervisor)
- operator trainers and familiarization

Pension contributions by Handi-Bus have never been made for WCB, W/El Carve-out, lay-off and unpaid leaves of absence.

Yours truly,  
CALGARY HANDI-BUS ASSOCIATION

P.T. Pellegrino  
General Manager

LETTER OF INTENT

March 18, 1996

Mr. Ted Penlington  
President/Business Agent  
ATU - Local 583  
2nd Floor, 5325-1A St SW  
Calgary, Alberta  
T2H 0E5

Dear Sir:

Subject: Shift Sign-ons for Maintenance and Office Employees

Further to the above issue raised by the Union at our recent negotiations, this correspondence will serve to confirm that there shall be a shift sign-on for the above employees conducted twice per year (April and October) to take effect on the first Sunday of the full pay period in the months of May and November.

Yours truly,  
CALGARY HANDI-BUS ASSOCIATION

P.T. Pellegrino  
General Manager







**CALGARY  
HANDI-BUS  
ASSOCIATION**

**UNION  
EMPLOYEES**

**GROUP  
INSURANCE  
PLAN**

**G1211**





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SCHEDULE OF INSURANCE

<u>CLASS</u>	<u>BASIC LIFE INSURANCE</u>
A 11 permanent full-time employees	\$20,000

The maximum amount of Basic Life Insurance available without evidence of insurability is \$20,000.

The amount of Basic Life Insurance reduces by 50% upon attaining age 65.

<u>CLASS</u>	<u>ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE</u>
All permanent full-time employees	\$20,000

The maximum amount of Accidental Death and Dismemberment Insurance available without evidence of insurability is \$20,000.

The amount of Accidental Death and Dismemberment Insurance reduces by 50% upon attaining age 65.

OPTIONAL LIFE INSURANCE

Optional Life Insurance is available to all eligible employees in respect of yourself and in respect of your spouse in units of \$10,000 up to a maximum of \$200,000. You may not elect Optional Life Insurance unless you are insured for the Basic Life Insurance.

All Optional Life Insurance is subject to evidence of insurability satisfactory to the company.

Optional Life Insurance is not payable if death is the result of suicide and occurs within 2 years after you or your spouse become insured for an initial and/or increased amount of insurance.

SCHEDULE OF INSURANCE (cont'd)

SHORT TERM DISABILITY INSURANCE - E.I. Carve-Out\*\*

67% of weekly salary to a maximum benefit of \$363.00\* per week.

Payments commence on the:

- first day as a result of accident
- eighth day as a result of sickness

Benefits are payable up to a maximum period of:

- 37 weeks if you are eligible for E.I. benefits,
- or
- 52 weeks if you are ineligible for E.I. benefits.

EXTENDED HEALTH BENEFIT

DEDUCTIBLE AMOUNT: Nil

COINSURANCE PERCENTAGE:	Insurance Company	Insured Employee
All Eligible Expenses	100%	Nil

MAXIMUM AMOUNTS: - Overall: \$1,000,000 lifetime for all charges  
- Sub-maximums: As shown in Eligible Expenses

HOSPITAL

In Canada, your benefit entitles you to semi-private accommodation for an unlimited period of time.

Out of Province, your benefit entitles you to semi-private accommodation. The charges must be reasonable and customary for the area in which they are incurred.

TRAVEL ASSISTANCE BENEFIT

If a medical emergency arises while travelling outside Canada on business or vacation, you can call 24 hours a day, 365 days a year and obtain multi-lingual assistance in locating medical assistance or any other services as outlined in the description of the benefit.

\*Revised January 1, 1989

\*\*Revised August 1, 1990

GB100A-4.87

SCHEDULE OF INSURANCE (cont'd)

DENTAL BENEFIT

DEDUCTIBLE AMOUNT: Nil

COINSURANCE PERCENTAGE:	Insurance Company	Insured Employee
Basic*	100%	Nil
Major Restorative	50%	50%

\*Exams, X-rays and Fluoride: Each limited to once in any 6 month period for your dependent children age 21 and under, and in any 12 month period for you and your spouse.

Cleanings (prophylaxis): Once in any 6 month period for you, your spouse and your dependent children age 21 and under.

\*Please refer to page 32 for details.

MAXIMUM AMOUNTS: - Basic: Unlimited  
- Major Restorative: \$2,000 per  
ca 1 endar year

Pre-Authorization required for Dental claims over \$300.00 in a 6 month period.

FEE SCHEDULE: Current Alberta.

TERMINATION: All insurance terminates upon attaining age 70; except Optional Life Insurance which terminates upon attaining age 65; or on any of the dates shown in the individual termination section, whichever first occurs.

QUALIFYING PERIOD: 3 months

EFFECTIVE DATE OF PLAN: April 1, 1988

\*Revised April 15, 1997

GB100C-4.87

This booklet is intended only as a convenient but general summary of the principal features of your plan. It does not create nor confer any contractual or other rights, and is subject to the terms of the master policy.

#### GENERAL PROVISIONS

##### ELIGIBILITY

If you are a full-time employee and meet the eligibility requirements when the plan becomes effective, you are eligible on the effective date of the plan. If you commence full-time employment and meet the eligibility requirements after the plan's effective date, you become eligible on completion of the qualifying period shown in the schedule of insurance.

Note : Employees who do not apply within 31 days of becoming eligible will have to, at their own expense, submit evidence of insurability satisfactory to **Wawanesa** Life.

##### EFFECTIVE DATE

Your insurance becomes effective on the date you become eligible provided you apply on or before that date. If you apply within thirty-one days of becoming eligible, your insurance becomes effective on the date you apply.

If you apply more than thirty-one days after first becoming eligible, your insurance becomes effective on the date **Wawanesa** Life approves evidence of insurability.

Note : If you were insured under the previous plan and were receiving Workers Compensation Benefits on the effective date of this plan your coverage will be continued with the exception of Short Term Disability Insurance and Long Term Disability Insurance. With respect to Short Term Disability Insurance and Long Term Disability Insurance you will be eligible for insurance on the date you return to work on an active, full-time basis.

Note : If you were not insured under the previous plan and are absent from work for any reason when you would otherwise become insured, you will become insured on the date you return to work on an active, full-time basis.

GB101-MOD-4.87



GENERAL PROVISIONS (cont'd)

EFFECTIVE DATE (cont'd)

To join the plan you simply complete the enrollment card and return it to your employer within 31 days of becoming eligible.

Should your insurance amounts exceed the without evidence maximums shown in the schedule of insurance, the excess insurance is subject to evidence of insurability and will become effective on the date Wawanesa Life approves it.

ELIGIBLE DEPENDENTS

The following policy excerpt defines eligible dependents:

- 1) an insured employee's spouse, where spouse means :
  - a) the person named as beneficiary in the insured employee's application for insurance if the relationship of such beneficiary to the insured employee has been indicated as "spouse", whether such person is the insured employee's legal spouse or his common-law spouse\*, or
  - b) in the absence of such beneficiary designation, the person lawfully married to the insured employee, or
  - c) in the absence of both (a) and (b) above, a person of the opposite sex whose relationship to the insured employee is common-law spouse\*,

\*The term "common-law spouse" means a person who has been residing with the insured employee for a period of at least one year in a common-law relationship which shall be defined as a relation wherein two persons of the opposite sex cohabit as if husband and wife and whereby there is a mutual agreement between such persons that said relationship is a permanent relationship, exclusive of all other such relationships;

GB102-4.87

GENERAL PROVISIONS (cont'd)

ELIGIBLE DEPENDENTS (cont'd)

- 2) an unmarried natural child, step-child, or legally adopted child, and chiefly dependent upon the insured employee for support and maintenance and for whom the insured employee is entitled to an exemption for income tax purposes, over 14 days of age;
  - a) and under 21 years of age, or
  - b) under 25 years of age if a full-time student at a school, college or university, or
  - c) who is and continues to be incapable of self-sustaining employment by reason of mental or physical handicap and was insured under this policy or a previous group policy on the day immediately preceding his 21st birthday,

But does not mean:

- 1) any person who is insured under this policy as an insured employee, and
- 2) any person who is not a resident of Canada.

TERMINATION OF DEPENDENTS' INSURANCE

An insured dependent's insurance shall terminate upon the occurrence of the first of the following events:

- 1) termination of your insurance; or
- 2) modification of the policy to terminate your dependent's insurance: or
- 3) as to any particular dependent, upon termination of his status as a dependent as defined above; or
- 4) cessation of the required contribution, if any, by you for your dependent's insurance.

GB103-4.87 MOD

GENERAL PROVISIONS (cont'd)

TERMINATION OF INSURANCE

The following policy excerpt outlines the circumstances which terminate the Basic Life Insurance, Accidental Death and Dismemberment Insurance, Optional Life Insurance, Short Term Disability Insurance, Dependent Life Insurance, Extended Health Benefit and Dental Benefit, if these benefits are provided by your plan.

The insurance of any insured employee shall terminate automatically on the earliest of the following dates:

- 1) on the date this policy is terminated;
- 2) on the due date of the first premium toward which he has failed to make the required employee contribution;
- 3) on the date he ceases to be actively at work due to strike, work stoppage, resignation, dismissal, pension or retirement;
- 4) on the date he attains the maximum age shown in the schedule of insurance;
- 5) on the date he enters the service of any naval, military or air force;
- 6) on the date he ceases to be eligible for insurance as provided by this policy;
- 7) on the date the policyholder terminates his coverage ;
- 8) on the date, in the event he ceases to be actively at work due to accident or sickness,
  - a) the policyholder terminates his insurance in accordance with a plan which precludes individual selection, or
  - b) he becomes engaged in any occupation or employment for remuneration or profit other than with the policyholder, or
  - c) of strike, work stoppage, resignation, dismissal, pension or retirement, or

GB104-4.87

GENERAL PROVISIONS (cont'd)

TERMINATION OF INSURANCE (cont'd)

- d) stated in item 1, 2, 4, 5 or 6 above, or
- e) which is 12 months after the date he ceases to be actively at work,

whichever first occurs, except that his Basic Life Insurance may be continued in accordance with the terms of the waiver of premium provisions contained in the insured employee Life Insurance section of the policy;

- 9)\* on the date in the event he ceases to be actively at work due to leave of absence or temporary lay-off,
  - a) the policyholder terminates his insurance in accordance with a plan which precludes individual selection, or
  - b) he becomes engaged in any occupation or employment for remuneration or profit other than with the policyholder, or
  - c) of strike, work stoppage, resignation, dismissal, pension or retirement, or
  - d) stated in item 1, 2, 4, 5 or 6 above, or
  - e) which is 6 months after the date he ceased to be actively at work, except that in the case of maternity leave, Insurance may be continued for the duration of such leave to a maximum of 12 months,whichever first occurs.

\*Revised August 1, 1990  
GB105-4.87 MOO

#### CLAIMING AND PAYMENT OF BENEFITS

Preliminary claim forms are available from your employer. Should subsequent claim forms be required, they will be sent to you as needed.

Instructions for completion are indicated on the claim forms. However, should you have any difficulties, please do not hesitate to contact your employer.

For Extended Health and Dental Benefits, original receipts for insured services being claimed must be submitted.

To assist in administration, minor claims, for example, drug bills, should be submitted at regular intervals during the calendar year rather than immediately upon receipt of such services.

#### CO-ORDINATION OF BENEFITS

If you are entitled to receive Extended Health or Dental Benefits under this plan simultaneously with benefits from any other plan, payment of benefits shall be **co-ordinated** and/or reduced to the extent that benefits payable from both plans shall not exceed 100% of the actual incurred expenses.

## EMPLOYEE LIFE INSURANCE

In the event of your death from any cause, the amount of Life Insurance shown in the schedule of insurance in this booklet will be paid to the person you have named as your beneficiary. You may change your beneficiary (within the limits set by law) at any time by completing a form which may be obtained on request.

### WAIVER OF PREMIUM

If you become totally and continually disabled for at least six months prior to your 65th birthday, your Life Insurance will be extended without payment of premium, during the continuance of such disability, but not beyond age 65, subject to periodic filings of proof of disability. Any provisions contained in the master policy pertaining to reduction or termination of insurance due to age shall apply. Proof of disability satisfactory to the company must be furnished to the company within twelve months from the commencement of the disability.

### CONVERSION PRIVILEGE

If, prior to age 65, your group Life Insurance terminates, you will have the privilege of obtaining an individual policy of insurance for up to the same amount of insurance for which you were previously insured on any of the plans customarily issued by Wawanesa Life, except that conversion to term insurance will be limited to non-renewable term to 65 or non-renewable one year convertible term. The premium will be based on your age nearest birthday. The coverage will be granted regardless of your state of health. Application for the individual policy must be made within 31 days of termination of your group Life Insurance and, during this time, your group Life Insurance will continue without premium charge.

A conversion privilege is also allowed on termination of the master policy for persons who have been insured for five years, subject to the maximum stated in the policy.

GB200-4.87

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Subject to the limitations stated below, if accidental bodily injury is sustained by you while you are covered under this benefit, and such injury, within 365 days of its occurrence, results directly and independently of all other causes, in any one of the losses set forth in the table of losses, the company will pay the portion of the principal sum set out in the table of losses for that loss.

The insurance for loss of life is payable to your beneficiary. All other losses are payable to you.

The maximum amount payable in respect of any one accident shall not exceed the principal sum stated for your insurance class shown in the schedule of insurance.

TABLE OF LOSSES

For loss of	
Life.....	the principal sum
Both hands or both feet.....	the principal sum
Sight of both eyes.....	the principal sum
One hand and one foot.....	the principal sum
One hand and sight of one eye.....	the principal sum
One foot and sight of one eye.....	the principal sum
Speech and hearing in both ears....	the principal sum
One arm or one leg.....	3/4 principal sum
One hand or one foot.....	1/2 principal sum
Sight of one eye.....	1/2 principal sum
Speech.....	1/2 principal sum
Hearing in both ears.....	1/2 principal sum
Thumb and index finger of one hand.	1/4 principal sum
All four fingers of one hand.....	1/4 principal sum
All toes of one foot.....	1/8 principal sum
For loss of use of	
Both legs or both arms.....	the principal sum
Both hands.....	the principal sum
One leg or one arm.....	3/4 principal sum
One hand or one foot.....	1/2 principal sum

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (cont'd)

LIMITATIONS

No benefit shall be payable if your death or injury results from or was in any manner or degree associated with or occasioned by:

- 1) suicide or self-inflicted injury, while sane or insane;
- 2) war, declared or undeclared, or insurrection;
- 3) participation in a riot;
- 4) viral infections; bacterial infections (except pyogenic bacterial infections which occur with and through an accidental bodily injury); any form of disease or illness or physical or mental infirmity; medical or surgical treatment;
- 5) air travel, ascent or descent except as provided in the section entitled Air Travel Accidents;
- 6) service, including part-time or temporary service, in the armed forces of any country.



ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (cont'd)

AIR TRAVEL ACCIDENTS

- 1) Notwithstanding item 5) in the section entitled limitations, an insured employee who is travelling as a passenger in an aircraft properly licensed and flown by a pilot properly certified to fly such aircraft shall be entitled to the benefits described herein;
- 2) Notwithstanding anything to the contrary expressed or implied in 1) above, in no event shall benefits be provided:
  - a) for an insured employee who is acting in any capacity as a member of the crew;
  - b) for any loss which occurs as a result of travel in an aircraft owned, leased or rented by the policyholder;
- 3) The maximum limit of benefit applicable to all covered losses sustained as a result of any one aircraft accident is \$1,000,000. In the event that covered losses which result from any one aircraft accident exceed \$1,000,000., the benefit payable for each covered loss shall be reduced proportionately such that the total of all such benefits payable is equal to \$1,000,000.

## SHORT TERM DISABILITY INSURANCE

If you become totally disabled due to injury or sickness and unable to work for wage or profit, Short Term Disability Insurance, commencing on the day of disability, as specified in the schedule of insurance will be payable in accordance with the benefit amount and benefit period stated in the schedule of insurance.

Successive periods of disability, if you are returning to your **pre-disability** occupation, due to the same or related causes will be considered one period of disability unless they are separated by a two week period during which you are not absent from active work. Successive periods of disability, if you are returning to an occupation other than your **pre-disability** occupation, due to the same or related causes will be considered one period of disability unless they are separated by an eight week period during which you are not absent from active work.

Successive **periods** of disability due to entirely unrelated causes will be considered one period of disability, unless they are separated by complete recovery and return to active work.

### CLAIMING PROCEDURES

You are to complete the Employee's Statement portion of the Claimant's Statement Short Term Disability claim form (CL8). Have your employer or administrator complete the Employer's or Administrator's Statement portion of the form.

Your physician must complete the Attending Physician's Statement on the reverse side of the form.

Note : The form should be submitted within 20 days of the commencement of disability.

GB400-4.87 MOO

## SHORT TERM DISABILITY INSURANCE (cont'd)

### EXCLUSIONS

No Short Term Disability Insurance will be paid for any disability caused by or resulting from:

- 1) war or act of war (declared or undeclared), participating in a riot or insurrection, or disability incurred by you while in the military, naval or air service of any country or international authority;
- 2) injury or sickness which entitles you to benefits under Worker's Compensation or similar legislation;
- 3) intentionally self-inflicted injury or sickness;
- 4) cosmetic surgery, except where the operation is required:
  - a) to correct deformities resulting from injury or sickness, or
  - b) to correct congenital defects that significantly interfere with function;
- 5) injury or sickness which entitles you to benefits under the Employment Insurance Act.\*

### PREGNANCY RELATED DISABILITIES

Pregnancy related disabilities will be covered, except during the period you would otherwise be eligible for maternity benefits under the Employment Insurance Act and its regulations.

\*Revised August 1, 1990

CO  
GB401-4.87

## EXTENDED HEALTH BENEFIT

This benefit is designed to cover the medical expenses not covered by the government medicare plans. A complete listing of eligible expenses follows, subject to the deductible amount, coinsurance percentage and maximum amounts indicated in the schedule of insurance.

### DEDUCTIBLE AMOUNT

The cost of expenses incurred by you or your dependents, up to the deductible amount specified in the schedule of insurance, must be borne by you. Expenses incurred during the last three months of one calendar year, which are applied toward the deductible amount in that year, may also be applied toward the deductible amount in the following calendar year. This provision removes the inequity of having to satisfy two deductibles within a short time span.

### COINSURANCE PERCENTAGE

Once the deductible amount has been satisfied, additional expenses will be paid by the company in accordance with the coinsurance percentage stipulated in the schedule of insurance.

### MAXIMUM AMOUNTS

The total amount payable under the Extended Health Benefit is subject to the overall lifetime maximum amount indicated in the schedule of insurance. After a portion of the maximum has been depleted, the full amount may be reinstated, provided you or your dependent submits evidence of good health satisfactory to the company.

GB500-4.87

## EXTENDED HEALTH BENEFIT (cont'd)

### EXTENSION OF BENEFITS

If your insurance is terminated for reasons other than death, benefits will continue to be payable, in accordance with all the provisions of the policy which would apply had the insurance not terminated, provided you are totally disabled and under the care of a physician at the time the insurance is terminated, subject to the policy remaining in force, for a period of 90 days following the date of such termination but only in respect of charges arising from illness for which treatment or services had commenced on or prior to the date of such termination. In no event will benefits be payable beyond the date you or your dependent becomes insured under another group policy.

### SURVIVOR BENEFIT

On termination of insurance due to death, benefits for your dependents will be continued, in accordance with all the provisions of the policy which would apply had the insurance not terminated, subject to the policy remaining in force, for a period of one year following the date of your death.

## EXTENDED HEALTH BENEFIT (cont'd)

### ELIGIBLE EXPENSES

The Extended Health Benefit provides coverage for a variety of medical expenses, when prescribed by a physician, as follow:

- 1) charges for the services of a registered nurse not normally resident in the patient's home, nor a relative of the patient, rendered in the patient's home, to a maximum of \$7,500.00 in any one calendar year prior to age 65. Over age 65, the maximum is \$7,500.00 lifetime;
- 2) charges for the services of a qualified physiotherapist, providing such physio-therapist is not normally resident in the patient's home, nor a relative of the patient;
- 3) charges for transportation from the place where you or your dependent suffers bodily injury or disease to the nearest hospital where adequate treatment may be rendered, or from one hospital to another (including from a hospital to a licenced convalescent hospital or nursing home), or from a hospital to the patient's residence in a licenced ambulance or via any form of emergency transportation when an ambulance is unavailable, up to a maximum of \$500.00 per calendar year

EXTENDED HEALTH BENEFIT (cont'd)

ELIGIBLE EXPENSES (cont'd)

- 4) medical supplies prescribed by a physician, as follow:
  - i) charges for generic and/or low cost alternative drugs, medicines, serums and vaccines as listed in the Provincial Drug Formulary, unless your physician stipulates no substitutes. These drugs must be obtainable only upon a written prescription and dispensed by a pharmacist or physician. Any charges made for the administration of injectible drugs, serums and vaccines are excluded:
  - ii) blood and other fluids to be injected into the circulatory system;
  - iii) artificial eyes and limbs, but excluding myoelectrical limbs;
  - iv) casts, splints, trusses, braces, crutches and surgical dressings;
  - v) orthopedic shoes subject to a maximum of \$150.00 for you or your dependent per calendar year;
  - vi) rental of hospital-type equipment including standard, non-motorized wheelchair, hospital bed, iron lung and other mechanical equipment for the treatment of respiratory paralysis and equipment for the administration of oxygen;
  - vii) charges for diagnostic laboratory services and radiological treatments, including x-rays and radium therapy;
- 5) charges for hospital services and supplies while you or your dependents are not confined in a hospital;

EXTENDED HEALTH BENEFIT (cont'd)

ELIGIBLE EXPENSES (cont'd)

- 6) charges for the services of a dental surgeon for treatment of a fractured jaw or accidental injuries to whole or sound teeth (capped or crowned teeth shall be deemed as whole or sound), including replacement of such damaged teeth, providing the accident causing such injuries occurred while insured. Expenses must be incurred within one year of the accident. Payments made under this benefit shall be in accordance with the schedule of fees published by the dental association in your province of residence. Where no schedule of fees is available, the Ontario Dental Association schedule of fees will apply;
- 7) charges for the services of a qualified speech therapist subject to a maximum of \$300.00 for you or your dependent in any calendar year;
- 8) charges for the services of a registered psychologist subject to a maximum of \$500.00 for you or your dependent in any calendar year;
- 9) charges for eye examinations to a maximum of \$35.00 for you or your dependent in any one calendar year.



EXTENDED HEALTH BENEFIT (cont'd)

ELIGIBLE EXPENSES (cont'd)

OUT OF PROVINCE: charges incurred by you or your dependent outside your province of residence for services rendered or supplies purchased for:

- 1) emergency treatment prescribed by a physician for an accident or unexpected illness which occurred while travelling outside your province of residence on business or vacation, or
- 2) treatment not available in your province of residence which is prescribed by a physician and is performed following written referral by the attending physician in your province of residence.

Charges must be reasonable and customary for the area in which they are incurred and:

- 3) would have been covered in whole or in part by a government hospital or health plan had the treatment been rendered in your province of residence, and
- 4) payment of such charges under this policy shall be reduced by the amount of reimbursement to which he is entitled under the government hospital or health plan of this province of residence.

EXTENDED HEALTH BENEFIT (cont'd)

ELIGIBLE EXPENSES (cont'd)

PARAMEDICAL SERVICES

Charges for the services, within the scope of the practitioner's license, of the following legally licensed practitioners subject to a maximum of \$300.00 for each such practitioner for you or your dependent per calendar year:

- 1) chiropractors;
- 2) osteopaths;
- 3) chiropodists or podiatrists;
- 4) naturopaths;
- 5) masseurs, on the recommendation of a physician;
- 6) charges for diagnostic x-rays and laboratory tests by a chiropractor, osteopath, chiropodist or podiatrist.

EXTENDED HEALTH BENEFIT (cont'd)

ELIGIBLE EXPENSES (cont'd)

HEARING AIDS

Charges for prescribed hearing aids, excluding batteries and repairs, when initially required or if required due to a change in prescription, restricted to three instruments during your lifetime or your dependent's lifetime and subject to a maximum of \$300.00 per instrument and one such expense in any two consecutive years.

EXTENDED HEALTH BENEFIT (CONT'D)

ELIGIBLE EXPENSES (cont'd)

HOSPITAL EXPENSES

When, by reason of illness, you or your dependents are confined, while insured under this policy, as a resident inpatient within a hospital, the company will pay the daily benefit specified in the schedule of insurance for each day of such confinement not to exceed the maximum period stated in the schedule of insurance.

The hospital expense benefit as provided herein will also be paid when hospital confinement commences within 90 days after termination of your insurance or your dependent's insurance, provided you or your dependents are totally disabled when the insurance terminates and remain continuously so disabled from the same cause until the date of hospital confinement.

EXTENDED HEALTH BENEFIT (cont'd)

EXCLUDED EXPENSES

Excluded expenses are all services or expenses which are not specifically included in the definition of eligible expenses or any expenses or services incurred as a result of:

- 1) intentionally self-inflicted injury, or
- 2) confinement in any institution operated by any government or agency thereof, or
- 3) medical examinations for the use of a third party, cosmetic surgery and dental services other than those required as a result of an accident, or
- 4) war or any act of war, or injury sustained or sickness contracted by you or your dependents while in the military, naval or air force service of any country (any premium paid to the company for any period not covered due to this exception will be returned pro-rata), or
- 5) confinement or treatment insured or insurable under provincial and/or federal legislation, or any other plans that are maintained by the policyholder in conjunction with the policy, or
- 6) hospital charges incurred in Canada while confined to a hospital unless the hospital expense benefit is included.

## EXTENDED HEALTH BENEFIT (cont'd)

### TRAVEL ASSISTANCE BENEFIT

#### SERVICES PROVIDED 24 HOUR TELEPHONE ASSISTANCE

You can call 24 hours a day, 365 days a year, and obtain multi-lingual assistance in locating medical assistance or any of the services shown below.

### HOSPITAL/MEDICAL PAYMENT

World Access, Inc. will make every effort to ensure that you do not have to pay any hospital/medical charges in excess of \$200.00. This is done by coordinating payment directly with the appropriate Government Health Insurance Plan and Wawanesa Life. Should this not be possible, World Access, Inc. will make payment directly to the provider.

### PATIENT MONITORING

In the event you or one of your covered dependents is hospitalized, World Access, Inc. will monitor the care and services being rendered. World Access, Inc. will also maintain frequent contact with the patient, the attending physician, the patient's personal physician and family.

### EMERGENCY TRANSPORTATION

If World Access, Inc. and the patient's attending physician determine that medical transportation to the nearest appropriate medical facility or to Canada, for treatment is necessary, World Access, Inc. will arrange all aspects of the transport, including medical accompaniment if necessary. The maximum applicable for all expenses, including transportation, is \$50,000.00 per emergency.

In the event that you or one of your covered dependents should die, World Access, Inc. will obtain all necessary authorization and make arrangements for the return of the remains to the place of former residence. Expenses, excluding burial coffin, are covered up to a maximum of \$5,000.00

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## EXTENDED HEALTH BENEFIT (cont'd)

### TRAVEL ASSISTANCE BENEFIT (cont'd)

#### EMERGENCY TRANSPORTATION (cont'd)

Should you or your spouse become hospitalized, World Access, Inc. will arrange for any of your children under 16 who are left unattended, to be returned to Canada. A qualified escort would be provided if required. This benefit is subject to a \$5,000.00 maximum.

If you or one of your covered dependents is confined to a hospital for more than seven days when traveling alone, the cost of round trip economy class transportation for a family member to visit the hospitalized person is covered. In addition, charges for meals and accommodation for the visiting family member will be paid up to a maximum of \$150.00 daily to a maximum period of seven days. The overall maximum for this benefit, including transportation costs, is \$3,000.00 per emergency. A family member is defined as a spouse, parent, child, brother or sister. For reimbursement please retain the receipts and submit them to Wawanesa Life after returning to Canada.

#### OTHER SERVICES

For personal emergencies, World Access, Inc. will provide referral to a local legal advisor, and provide assistance in arranging a cash advance from credit cards or family and friends to post bail and pay legal fees.

World Access, Inc. will assist in replacing lost or stolen necessary travel documents or tickets.

In an emergency, World Access, Inc. will provide telephone interpretive services in most major languages and hold messages to or from family, friends or business associates for 15 days.

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## EXTENDED HEALTH BENEFIT (cont'd)

### TRAVEL ASSISTANCE BENEFIT (cont'd)

#### LIMITATIONS

This description is intended only as a convenient but general summary of the features of this benefit. It **does** not create nor confer any contractual or other rights, and is subject to the terms of the master policy.

Services are not currently provided in Canada, Afghanistan, Iran, Iraq, Kampuchea, Libya, North Korea or Yemen and may be suspended, delayed or limited in any country due to war, insurrection, epidemic, military operation, political condition, local laws or orders of local legal and administrative agencies, or for any other reason which is beyond the control of **Wawanesa** Life or World Access, Inc. and World Access Canada Inc..

It is your responsibility to check with World Access, Inc. as to the availability of services in the country to which you are planning to travel.

Benefits are not payable for expenses which are:

- a) in excess of the reasonable and customary charge, or
- b) legally prohibited from coverage, or
- c) covered by a Government Health Insurance Plan, or
- d) for emergencies which occur more than 60 days after the date of leaving Canada, or
- e) incurred as a result of travel for health reasons or for referral treatment outside Canada, scheduled childbirth or deliberate pregnancy termination, or confinement in any convalescent hospital, psychiatric hospital, nursing home, chronic care hospital, health spa or geriatric home.

**Wawanesa** Life, World Access, Inc. and World Access Canada Inc. assume no responsibility for any medical or other advice given to you, nor for any negligence, wrongful acts or omissions by the provider of any service.

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## DENTAL BENEFIT

The company will reimburse you for the cost of eligible expenses, as stated in this booklet and incurred while insured under the policy, subject to the deductible amount, coinsurance percentage and maximum amounts outlined in the schedule of insurance.

### DEDUCTIBLE AMOUNT

The deductible amount specified in the schedule of insurance is applied on a calendar year basis.

Under the employee only plan, reimbursement of eligible expenses commences following accumulation of the deductible amount.

Under the employee with dependents plan, reimbursement of eligible expenses commences following accumulation of the deductible amount by you and/or your dependents combined.

### COINSURANCE PERCENTAGE

Once the deductible amount has been satisfied, additional expenses will be paid by the company in accordance with the coinsurance percentage stipulated in the schedule of insurance.

### REIMBURSEMENT

Reimbursement will be made in accordance with the dental association fee schedule for general practitioners in the province of residence specified in the schedule of insurance, except that:

- 1) if such service is rendered by a dental assistant or dental mechanic who is a member of a provincial group of dental assistants or dental mechanics which has its own official fee guide, the maximum eligible expense for such service shall be the amount listed in such guide, and

DENTAL BENEFIT (cont'd)

REIMBURSEMENT (cont'd)

- 2) if a dental fee guide does not apply in your place of residence, the Ontario Dental Association fee guide for general practitioners will prevail, and
- 3) if such service is rendered by a dentist who is a specialist, and such dental fee guide contains a separate fee guide for his specialty, the maximum eligible expense for such service shall be the amount listed in the guide for such specialty.

EXTENSION OF BENEFITS

Benefits for basic treatment and major restorative treatment, if provided by the policy, are not payable for expenses incurred after the date the your insurance or your dependent's insurance under this benefit provision terminates.

With respect to orthodontia, if provided by the policy, the company will pay benefits for expenses, incurred after the date your insurance or your dependent's insurance under this benefit provision terminates, only in respect of a course of orthodontic treatment:

- 1) which commenced while your dependent's insurance was in force, and
- 2) for which the company commenced payment of benefits prior to the date of termination of insurance,

up to but not exceeding the amount which would have been paid in the 30 day period immediately following said termination of insurance had this insurance remained in force during such period.

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## DENTAL BENEFIT (cont'd)

### SURVIVOR BENEFIT

Notwithstanding the above, on termination of insurance due to death, benefits for your dependent will be continued, in accordance with all the provisions of the policy which would apply had the insurance not terminated, subject to the policy remaining in force, for a period of one year following the date of your death.

### LATE APPLICATION

If you or your dependent become insured more than thirty-one days after first becoming eligible, the maximum amount payable (provided the benefits are included in this booklet) will be as shown below:

Basic: \$100.00 during the first twelve months your insurance is in force:

Major Restorative: \$100.00 during the first twelve months your insurance is in force;

Orthodontia: \$100.00 during the first twenty-four months your insurance is in force.

### PRE-DETERMINATION OF BENEFITS

In the event that charges for any dental care or services would exceed \$300.00 in a 6 month period written notice thereof on forms provided by the company should be forwarded, together with X-rays, to the company for assessment before any work or treatment commences.

Upon receipt of such written notice, the company will determine the amount of such charges which will be considered as eligible expenses. Such work or treatment must then be completed within 180 days from the date the company notifies you of the maximum charges which will be payable by the company, and such work or treatment must be performed by the dentist who first prescribed the work or treatment; otherwise you will be required to forward a further written notice of the proposed services to the company for re-assessment.

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## DENTAL BENEFIT (cont'd)

### ELIGIBLE EXPENSES

**BASIC TREATMENT:** rendered or prescribed by a physician, dentist or oral surgeon, or rendered by a dental assistant under the direct supervision of a physician, dentist or oral surgeon.

- 1) The following services (a) to (c) inclusive, each limited to once in any 6 month period for your dependent children age 21 and under, and in any 12 month period for you and your spouse:
  - a) routine oral examinations:
  - b) posterior, bilateral and bite-wing x-rays:
  - c) topical application of fluoride solutions.

The following service (d) is limited to once in any 6 month period for you, your spouse and your dependent children age 21 and under:

  - d) prophylaxis (cleaning of teeth).
- 2) Full-mouth series of x-rays: limited to one set in any 24 month period.
- 3) Extractions and **alveolectomy** at the time of tooth extraction.
- 4) Amalgam fillings, silicate, acrylic and composite restorations, stainless steel crowns and replacement thereof after 12 months.
- 5) Dental surgery including diagnostic and laboratory procedures required in relation to dental surgery.
- 6) General anaesthesia required in relation to dental surgery.
- 7) Necessary treatment for relief of dental pain.
- 8) The cost of medication and its administration when provided by injection in the dentist's office.
- 9) Initial provision of space maintainers for missing primary teeth, and habit breaking appliances.

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DENTAL BENEFIT (cont'd)

ELIGIBLE EXPENSES (cont'd)

BASIC TREATMENT (cont'd)

- 10) Oral hygiene instruction for brushing, massaging, embrasure cleaning (limited to one adult per family).
- 11) Relining, rebasing and repair of existing dentures (after 3 months from insertion).
- 12) Treatment for periodontal and other diseases of the gums and tissues of the mouth.
- 13) Endodontic treatment (root canal therapy).
- 14) Preformed stainless steel crowns and repairs thereof.
- 15) Consultations.

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DENTAL BENEFIT (cont'd)

ELIGIBLE EXPENSES (cont'd)

MAJOR RESTORATIVE TREATMENT: rendered or prescribed by a physician, dentist or oral surgeon, or rendered by a dental mechanic.

- 1) Provision of crowns if teeth cannot be restored satisfactorily by use of a filling material and gold inlays if no other material is satisfactory.
- 2) Provision of an initial **prosthodontic** appliance (e.g. fixed bridge restoration, removable partial or complete dentures).
- 3) Replacement of an existing **prosthodontic** appliance if:
  - a) The replacement appliance is required because at least one additional natural tooth is necessarily extracted after the date you or your dependents become insured under this benefit provision and the existing appliance cannot be made serviceable.  
  
If the existing appliance can be made serviceable, only the expense for that portion of the replacement appliance which replaces the teeth extracted after the date you or you dependents first became insured, shall be covered.
  - b) The replacement appliance replaces an existing appliance which is at least 5 years old and cannot be made serviceable.

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DENTAL BENEFIT (cont'd)

ELIGIBLE EXPENSES (cont'd)

MAJOR RESTORATIVE TREATMENT (cont'd)

- c) The replacement appliance is a permanent appliance which replaces an existing temporary appliance installed less than 24 months prior to replacement but after the date you or your dependent first become insured under this benefit provision; in this event the amount assessed in respect of the temporary appliance will be used to reduce the benefit assessment for the permanent appliance.

Should the existing temporary appliance be more than 24 months old, it will be regarded as a permanent installation and subject to the same replacement provisions as a permanent appliance.

Should the existing temporary appliance be replaced by another temporary appliance, then the second temporary appliance will be regarded as a permanent appliance with respect to any subsequent replacements.

- d) The replacement appliance is required as a result of the installation of an initial opposing denture after the date you or your dependent become insured under this benefit provision.
- 4) Denture adjustments (after 3 months from insertion).
- 5) Repair and recementing of crowns and inlays.
- 6) Tissue conditioning.

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## DENTAL BENEFIT (cont'd)

### EXCEPTIONS

Expenses incurred for the following shall in no event be eligible expenses:

- 1) Dental services not listed under eligible expenses.
- 2) Services and supplies, or portion thereof, which are covered by a government health plan or any other government plan, or for which a government or government agency prohibits the payment of benefits.
- 3) Services and supplies provided by a dental or medical department maintained by the employer, a mutual benefit association, labour union, trustee or similar type of group.
- 4) Services and supplies required as a result of any intentionally self-inflicted injury, including but not limited to injuries sustained by the placement of objects in the mouth.
- 5) Services and supplies required as the direct result of war (declared or undeclared), or engaging in a riot or insurrection.
- 6) Services and supplies rendered principally for cosmetic purposes including, but not limited to facings on crowns and pontics posterior to the second bicuspid.
- 7) Services and supplies rendered for full mouth reconstruction, for a vertical dimension correction, or for correction of a temporomandibular joint dysfunction.
- 8) Dental treatment which is not approved by the Canadian Dental Association or which is clearly experimental in nature.
- 9) Charges resulting from missed or broken appointments or for the completion of claim forms required by the company.
- 10) Expenses incurred as the result of injury or disease sustained during the commission of a felony.

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DENTAL BENEFIT (cont'd)

EXCEPTIONS (cont'd)

- 11) Replacement of dentures which are lost or stolen.
- 12) Dental treatment which is not necessary dental treatment. It is provided, however, that the company shall consider as eligible expenses, that portion of the expense which would have been incurred for an alternate form of treatment which would qualify as necessary dental treatment.
- 13) Charges resulting from the initial placement, replacement or repairs to a duplicate prosthodontic appliance.
- 14) Expenses incurred as the result of orthodontic treatment, or the treatment of malocclusion.

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THIS PLAN HAS BEEN ARRANGED THROUGH:

JAMES W. CARTIN & ASSOCIATES LTD.

SUITE 1550, 540 - 5TH AVE. S.W.

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