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## **COLLECTIVE AGREEMENT**

## **BETWEEN**

## PC WORLD, A DIVISION OF CIRCUIT WORLD CORPORATION

**AND** 

## C.A.W. - CANADA

(National Automobile, Aerospace, Transportation and General Workers Union of Canada) AND ITS LOCAL 124

**January 8, 1997** 

le/opeiu343\_\_\_\_\_\_April 3, 1998

#### **ARTICLE 1 - STATEMENT OF PRINCIPLES AND INTENT**

- 1.01 The general purpose of this Agreement is to provide an orderly collective bargaining relationship between the Company and the Union, to secure prompt and fair disposition of grievances, and to prevent interruptions of work and interference with the efficient operations of the Company's business, consistent with the terms of this collective agreement. Ultimately, in this highly competitive circuit board business, the company and its employees must constantly strive to exceed customer expectations in order to maintain PC World's prominent position in the industry.
- 1.02 a) The Company and the Union agree that in the exercise of each of their rights and in the administration of this agreement, they shall endeavour to do so in a fair and reasonable manner.
  - The parties believe that all employees want to be involved in the decisions that affect them, care about their jobs and each other, take pride in themselves and in their contributions and want to share in the success of their efforts. Therefore, the parties encourage employees to continue to bring forth questions and suggestions to the Company that might make it more successful in the long run. The Union retains the exclusive responsibility to represent its members regarding all terms and conditions of employment and to ensure that they are treated consistent with the terms of this agreement and that they receive fair and equitable wages and benefits.
  - c) The parties recognize the above principles will be critical to the future success of the Company and therefore, to the future security of everyone at PC World. We are therefore committed to creating an open constructive and co-operative environment at PC World.
- 1.03 The Company will negotiate at all times necessary in the manner provided herein, with the chosen accredited representative(s) of the Union, for the purpose of determining any disputes which may now exist or which may arise as to wages, hours or working conditions, or any other matter pertinent to the collective agreement.

## **ARTICLE 2 - RECOGNITION**

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent of all employees of Circuit World Corporation, operating as PC World, in the Municipality of Metropolitan Toronto, save and except supervisors, persons above the rank of supervisors, office, clerical and sales staff, net list analyst, quality technicians, process engineers, engineering technicians, lab technicians, students employed during the school vacation, and students engaged in a co-operative training program.

- 2.02 The words "employee" or "employees" wherever used in this agreement shall mean all employees in the bargaining unit referred to in 2.01 above who have completed their probationary period, except where its context otherwise provides. In this agreement words using the masculine gender shall be considered to include the feminine gender and neuter as well; the singular includes the plural and the plural, singular where the text so indicates.
- 2.03 The word "day" shall refer to working day, except where otherwise indicated.

## **ARTICLE 3 - NO DISCRIMINATION:**

3.01 The Company and the Union agree that there shall be no discrimination with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliation, sexual orientation, or handicap as defined by the Human Rights Code nor by reason of Union membership.

## **ARTICLE 4 - MANAGEMENT RIGHTS:**

- 4.01 The Union recognizes and acknowledges that the management of the plant and direction of the working forces are fixed exclusively in the Company and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company and its management:
  - To maintain order, discipline and efficiency; to make, alter, and enforce, from time to time, rules and regulations, policies and practices to be observed by its employees, copies of which will be posted and provided to the Union and employees, to discipline and discharge employees for just cause; it being understood and agreed that changes will be brought to the attention of and meaningful discussion will take place with the Plant Committee prior to implementation thereof; Company agreed "meaningful discussion" means more than notification and will follow that intent going forward.
  - b) To select, hire, to transfer, assign, promote, demote, classify, lay-off, recall, and retire employees at age **65**; to plan, direct and control operations: to select and retain employees for positions excluded from the bargaining unit;
  - c) To operate and manage the business in order to satisfy its commitments and responsibilities; the right to determine the extension, limitation, curtailment or cessation of operations or any part thereof; the right to determine the nature and kind of business conducted by the Company, the kinds and locations of plant, equipment, product components, parts and materials to be used, parts components, products, materials, services and/or equipment purchased and/or leased, the control of materials and parts, the methods and techniques of work, the content of jobs, the scheduling of operations, and quantity and quality of production; the right to create or alterjob classifications from time to time; the right to use improved methods, machinery and equipment; the right to decide on the number of employees needed by the Company

at any time; and generally the right to manage the enterprise and business are solely and exclusively the right of the Company, except only as may be specifically limited by an expressed provision of this Agreement.

Failure by the Company to exercise any of its management rights shall not be considered a waiver or abandonment of such rights. The Company agrees it will not exercise its functions in a manner inconsistent with the provisions of this agreement.

#### **ARTICLE 5 - UNION SECURITY**

- 5.01 All present employees who have not done so and all future employees will be required to complete **an** Application for Membership and Authorization for check off Dues and Initiations Fees on appropriate forms supplied to the Company by the Union.
- 5.02 The Local Union copy of this Form will be forwarded to the Local Union Financial Secretary upon completion.
- 5.03 a) All dues and initiation fees deducted in trust, must be remitted to the Local Union Financial Secretary within fifteen (15) working days of the deductions, along with a list of the names and amount of each deduction.
  - The Company will also supply a list of those members who did not have Union Dues deducted, and the reason why this deduction did not take place.
- 5.04 Dues are defined for the purpose of this clause as the regular Union Dues and Initiation Fees as prescribed by the constitution of the Union, and of which the Company has been notified in writing, by the Union.
- 5.05 All employees who have worked a minimum of forty (40) hours during a calendar month will have the regular Union dues deducted and placed in trust by the Company until and forwarded to the Local Union Financial Secretary within fifteen (15) days of the end of the month.
- 5.06 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with the collective agreement.

#### 5.07 Deduction of Union Dues:

a) The amount of Union Dues deducted shall be two (2) hours and twenty (20) minutes time per month based on the amount earned at the straight time hourly rate of the employee in the last payroll period before the dues are payable. This amount does not include any premiums.

Dues are not payable when an employee received Weekly Indemnity or Workers' Compensation benefits, but are payable when an employee is in receipt of vacation pay, holiday pay, jury duty pay, or bereavement pay or any other pay considered in lieu of hours worked.

## 5.08 Data to be supplied to the Union:

The Company will supply the union Committee with the following information semiannually upon request. and send a copy to the Local Union Office:

- 1. Employees who acquire seniority.
- 2. Employees by rate and classification.
- 3. Employees transferred into or out of the Bargaining Unit.
- 4. Employees on leave of absence.
- 5. Employees on Sickness and Accident and Compensation on the date of occurrence.
- 6. Layoffs and recalls.
- 7. Employees who have lost seniority.
- 8. Employees who are discharged.
- 9. Names, addresses and postal codes of all retired and active employees.
- 5.09 Initiation fees for twenty dollars (\$20.00) is payable at the completion of the probationary period by all employees as a condition of further employment.
- 5.10 A list of supervisors will be supplied to the Plant Committee following ratification of this agreement and this list will be updated as changes are made in the future.

#### **ARTICLE 6 - HARASSMENT IN THE WORKPLACE:**

- 6.01 The Company and the union recognize that harassment is an unlawful practice in violation of a persons rights under the Ontario Human Rights Code. As such, any employee who feels that he/she has been subjected to harassment is encouraged to immediately bring this to the attention of his/her immediate supervisor and/or Plant Chairperson and/or a member of Senior Management of the Company.
- 6.02 Such complaints of alleged harassment will be handled with all possible confidentiality by the Plant Chairperson or his designate, and the **Human** Resources Manager, or his/her designate, together with the Local Union President and/or the National Union Representative; however, if neither the Local Union President or the National Union Representative is available within three (3) days of the date and time the complaint is made, the Human Resources Manager and the Plant Chairperson shall carry out the investigation.
- 6.03 This article is not intended to restrict any employees rights under the <u>Ontario Human Rights</u> Code.

## **ARTICLE 7 - SENIORITY:**

- 7.01 The term "seniority", as used herein, shall mean continuous accumulated service, with the Company.
- 7.02 In the event that more than one (1) employee is hired on the same date, the Company will assign each employee with a seniority code number which will be used in determining their seniority standing (ie: the lowest code equals the highest seniority).
- 7.03 The Company agrees to post **an** up to date seniority list every six (6) months. **A** copy of the seniority list will be provided to the Union Chairperson.
- 7.04 New hires shall be considered probationary until they have completed a total of one hundred and thirty (130) days actually worked within a twelve (12) consecutive month period, and upon successful completion of that probationary period, they shall be assigned a seniority date which shall be their date of hire.
- 7.05 During the probationary period, any employee shall be considered **as** being employed on a trial basis and may be discharged where the employee is considered, in the judgement of the Employer, to be unsuitable. The discharge of a probationary employee can be based on a lesser standard than that for a seniority employee, should generally be at the discretion of the Company, **and** should only be modified where the Company has no basis for its decision.
- 7.06 **An** employee will lose his seniority and his employment with the Company will be terminated for any of the following reasons:
  - a) If he voluntarily quits.
  - b) If he/she is discharged for just cause and not reinstated through the Grievance Procedure.
  - c) If he retires or is retired.
  - If he has been laid off and does not return to work with five (5) days from confirmed delivery of the registered letter or courier package advising him to report for duty, unless the Company and the employee mutually agree otherwise. A copy of the registered letter or courier package will be provided to the Plant Chairperson, or his designate, at the time of mailing.
  - e) If he is absent without a Company approved leave of absence for more than three (3) consecutive working days, or the employee overstays a Company

- approved leave of absence by more than three (3) days without a reason satisfactory to the Company.
- f) If an employee is laid off due to lack of work and not recalled for work for a period of eighteen (18) months or the length of their seniority, whichever is less.
- 7.07 It shall be the responsibility of the employee to notify the Company, in writing, promptly of any change in their address, and telephone number (listed or unlisted). If any employees fails to do so, the Company will not be responsible for failure of any contact or notice to reach such employee.
- 7.08 The parties recognize that job opportunities and seniority should increase in proportion to length of service. It is agreed that the term "seniority" shall have reference to any employee's right to a job based on other provisions of this agreement. All promotion, demotions, filling of vacancies, layoff and recall shall be strictly in accordance with the principle set forth above.

## **ARTICLE 8 - LAYOFF AND RECALL:**

- 8.01 In case of a layoff of under five (5) days, the Company will give as much notice to the Union **as** practical. The Company will endeavour to provide a minimum of five **(5)** days notice to the Union and to all employees who are actively at work, of any layoff that is planned to last for more than one week.
- 8.02 A) In the case of lay-off from work or the recall from lay-off, the following factors shall be considered:
  - a) skill and present ability to perform the required work efficiently.
  - b) reliability.
  - c) seniority.

Where, between employees, the Company determines the factors in a) and b) are relatively equal. the senior employee will be retained in the position, or recalled to the position, **as** the case may be.

- B) Layoffs will be conducted on a departmental basis, with probationary employees being the first to be laid off. The most junior person who is laid off in the department, may then exercise their seniority to bump the least senior employee in the plant where he/she is presently qualified to perform that work efficiently. Where it is necessary to retain a probationary employee during lay-off because of special skills and qualifications essential to the maintenance of the operations, such decision to retain him out of seniority shall be finalized after notice to the Union.
- 8.03 The Company will provide the Chairperson of the Union Plant Committee with a list of employees to be laid-off or recalled, and also cancellation of such notices.

- 8.04 If no work is available because of fire, lack of power, act of God, or for any other reason beyond the control of the Company, employees may be laid off, and the seniority provisions of the Collective Agreement will not apply for five (5) working days.
- 8.05 It is understood and agreed that employees will have no rights to bump up in the face of a layoff.
- 8.06 The Union Plant Committee and the Certified Representative will be retained in the employ of the Company during their respective terms of office, notwithstanding their position on the seniority list, so long as the Company has work available which they are presently able to perform efficiently and are willing to do so.
- 8.07 Employees who are laid off in accordance with the provisions of this article will be returned to work in line with the seniority in which they were laid off, provided they meet the standards set out in Article 8.02(A) above and are willing to perform said work.
- 8.08 Employees displaced to another department as a result of layoff will have first opportunity to return to their former position when it becomes available. If the employee declines the opportunity to return, he will have forfeited his return right.
- 8.09 An employee who was laid off from the plant, and is subsequently recalled to a different position, will have first opportunity for their former position when it becomes available. If the employee declines the opportunity to return, he will have forfeited his return right.
- 8.10 Employees who are recalled to positions which are expected to last less than thirty (30) calendar days, may decline the recall and remain on the seniority list. However, employees who are recalled to positions expected to last thirty (30) calendar days or more, must accept the recall, or lose their seniority and employment with the Company.

#### ARTICLE 9 - WAGE ADMINISTRATION AND RATE PROTECTION:

- 9.01 An employee temporarily assigned at the direction of the Company to a classification other than his regular classification, shall be paid at his regular rate of pay, or at the appropriate point in the progression scale of the job to which he is transferred, whichever is higher, after four (4) hours on the job.
- 9.02 A transfer shall be considered temporary provided it does not exceed forty-five (45) calendar days, and during this period will not be subject to the seniority provisions of this agreement. If such transfer exceeds this period, it will be declared as a permanent vacancy and posted for job bidding.

- 9.03 Vacantjobs created as a result of illness, injury or occupational accident or illness, or leave of absence shall not be posted as permanent vacancies and may be filled at the discretion of the Company on a temporary basis for the duration of the illness, injury or occupational accident or illness, or leave of absence, or for up to forty-five (45) days whichever is less.
- 9.04 An employee returning to work from an absence due to injury, occupational accident or illness and whose position has been posted **as** a vacancy, will be placed in his/her former position or another position relatively equal in responsibilities and wages, provided there are no medical restrictions which prevent such placement and seniority permitting.

#### **ARTICLE 10 - JOB POSTING:**

- 10.01 In the event new jobs are created or vacancies occur within the bargaining unit, the Company will post such new jobs or vacancies for a period of two (2) days in order to allow bargaining unit employees the opportunity to apply.
- 10.02 In filling jobs under this section, the following factors shall be considered.
  - a) Skill, efficiency and qualifications.
  - b) reliability.
  - c) seniority.

Where, between employees, the Company determines the factors in a) and b) are relatively equal, the senior employee will be awarded the position. Employees who **are** offered a posting will only be permitted to post for a new position every nine (9) months.

- 10.03 The subsequentjob vacancy, if any, created by successful job bidding will be filled through this same job posting procedure. However, any subsequent job vacancy(s), if any, will be filled at the discretion of the Company.
- 10.04 Where there are no qualified applicants for a job posting in the opinion of the Company, the Company may fill the position from any source.
- 10.05 In case the employee is not retained in the job by the Company, or the employee voluntarily elects to give up their rights to the job, providing it is within the thirty (30) calendar days following the commencement of work in the job, the employee will be returned to his/her job, and any other employee affected thereby will be returned to his/her job on a similar basis and thereafter the original job will be filled in accordance with this section of the agreement.

#### **ARTICLE 11 - INCAPACITATED EMPLOYEES**

11.01 An employee who is no longer able to perform the work in his classification, but is capable of performing other duties, or any employee who has incurred a temporary or permanent partial disability, may be mutual agreement between the Company and the Union, be assigned to or retained at an operation which he is capable of performing at the prevailing rate of pay of that position. This is not intended to restrict the rights of any employee under the "Workplace Safety and Insurance Act".

#### **ARTICLE 12 - GRIEVANCE - GRIEVANCE PROCEDURE:**

12.01 For the purposes of this agreement, any dispute as to the meaning, application or interpretation of any of the provisions of this Agreement, including the discipline or discharge of employees covered by this Agreement, and any question as to whether a matter is arbitrable, shall be considered as a grievance and handled as set forth in this Article.

The following procedure will be followed in the settlement of disputes arising out of this agreement.

Step 1: **An** employee who has a complaint relating to the interpretation, application or alleged violation of this agreement shall, with the assistance of **his** Committee person, discuss his/her complaint with his/her immediate supervisor. Such complaint shall be brought to the attention of the immediate supervisor within three (3) working days of the time when the incident giving rise to the complaint became known or ought reasonable to have become known to the employee. Such grievance shall be written identifying a unique grievance number, employee involved, date of occurrence, date of grievance, nature of grievance, relevant section of the collective agreement and the claim of redress. The supervisor will provide a written response within two (2) days of the Complaint being brought to his/her attention.

Step 2: If the decision of the supervisorthereafter is not acceptable to the Union, the decision may be appealed within two (2) working days with a written explanation to the Production Manager. The Production Manager will meet with the aggrieved employee and the Committee person and get a written response to the Union within two (2) working days.

Step 3: If the decision of the Production Manager is not satisfactory to the Union , the decision may be appealed to the Human Resources Manager with a written explanation within two (2) days of the Production Manager's response. The Human Resources Manager will then meet with the Chairperson of the Plant Committee and the relevant Committee person, if any, within five (5) days of receipt of the grievance. At this meeting the National Representative and/or the Local Union President may be in attendance. The Union may also request the presence of the aggrieved employee. The Human Resources Manager's decision will then be rendered in writing within two (2) working days of this meeting.

- 12.02 Policy grievances may be initiated by the Company or by the Union at the third (3rd) Step of the Grievance Procedure. The Union is prevented from filing a policy grievance that might have been filed by **an** individual employee or employees, and the requirements of this Grievance Procedure shall not thereby be avoided.
- 12.03 A claim by an employee that he/she has been discharged or suspended without just cause may be treated as a grievance which shall commence at the third (3rd) step of the Grievance Procedure.
- 12.04 The time limits set forth at the various steps of the Grievance Procedure may only be extended by mutual consent in writing, and signed by both parties.
- 12.05 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 12.06 Any grievance not presented and/or carried forward within the time limits as set forth under any steps of the Grievance or Arbitration Procedure, or any longer periods which may have been mutually agreed upon as set out above, shall be deemed null and void.

## **ARTICLE 13 - ARBITRATION:**

- 13.01 Failing a satisfactory settlement in Step 3 of the Grievance procedure, it shall be the responsibility of the party desiring arbitration to so inform the other **party**, in writing, within ten (10) days after the Human Resources Manager, or his representative's response.
- 13.02 **As** provided for in Article 13.01, the party delivering the notice to arbitrate shall indicate in the notice the arbitrator for that grievance from the following list:

Howard Brown Gail Brent Rick MacDowall Earl Palmer John Whitehead

It is understood and agreed that following ratification of this agreement, arbitrators will be selected in the order they appear on the list above, starting with the top of the list and moving to the bottom in the order that notices to arbitrate are received. In the event that the arbitrator, according to this process, is no longer available (i.e. within six (6) months) to arbitrate, that particular case will be referred to the next arbitrator on the list.

13.03 The decision of the sole arbitrator shall be final and binding upon the parties. The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this

- agreement nor to alter, modify or amend any part of this agreement. nor to adjudicate any matter not specifically assigned to him or her.
- 13.04 The parties will equally bear the fees and expenses of the sole arbitrator. Any witnesses called by the parties will be at their individual expense.
- 13.05 Any extension of the time limits contained herein may only be made by mutual consent in writing.
- 13.06 A grievance which has been disposed of pursuant to the Grievance Procedure provisions of this Article shall not again be made the subject matter of a grievance.

#### **ARTICLE 14 - PERSONAL LEAVE OF ABSENCE:**

- 14.01 A personal leave of absence without pay for a valid reason may be granted for a period not to exceed thirty-five (35) working days, at the sole discretion of the Company, unless mutually agreed otherwise, provided such leave does not disturb the efficiency of the employee's work area or the plant, and such application is made in writing to the Human Resources Manager, or his designate, at least one (1) month prior to the leave of absence (unless waived by the Employer), and written approval is obtained from the Human Resources Manager, or his/her designate. Any employee granted a leave of absence shall be required to utilize any remaining vacation time before commencing any such leave, and they shall use that vacation as part of the said leave. The Plant Chairperson will be given a copy of any approved leave of absence.
- 14.02 Upon an employee's return from a leave of absence, the employee will be reinstated to his former classification and shift, if such classification and shift is still available, with the seniority accrued during such leave. If his shift is not available, the employee may exercise his seniority on another shift in order to remain in his classification.
- 14.03 Any employee of the Company elected or appointed to a full-time position with the Local Union or National Union of the CAW will be granted a leave of absence by the Company for up to two (2) terms only. Thereafter, such leave will be at the sole discretion of the Company upon receipt of a written application from the employee. Such employees will have their seniority accrued while on such leave.
- 14.04 At the request of the Local Union, the Company may in its sole discretion grant a leave of absence to members of the Plant Committee to attend to matters not necessarily in direct relation to the plant, subject to receiving notice of at least one (1) week, for a maximum of twenty (20) days in total for the entire Plant Committee in Year 1 and sixteen (16) days in total for the entire Plant Committee in Year 2 and sixteen (16) days in total for the entire Plant Committee in Year 3.
- 14.05 Where approved by a Court, the Company agrees to participate in a Temporary Absence Program for those employees who have been convicted of a criminal offence.

14.06 The Chairperson of the Plant Committee shall be granted up to one half hour per day to confer with the Local Union or National Union on matters arising from this agreement, paid for by the Company.

## **ARTICLE 15 - PUBLIC OFFICE LEAVE OF ABSENCE:**

- 15.01 An employee with seniority, elected or appointed to a full time Federal, Provincial, or Local public office, may make written application for and be granted a leave of absence for the period of his/her first two (2) terms of active service in such public office. Thereafter, such leave will be at the sole discretion of the Company upon receipt of a written application from the employee.
- 15.02 Any employee granted such a leave will be reinstated on the basis of the seniority provisions of this agreement at the then current rate of pay for the position they are granted. Seniority will continue to accumulate during the period of such leave of absence.
- 15.03 The employee's request for such leave of absence may also include a request to campaign for such office.

## **ARTICLE 16 - PAID EDUCATION LEAVE:**

16.01 The Company agrees to pay into a special fund one cent \$0.01 per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW. effective from date of ratification and sent by the Company to the following address:

CAW Paid Education Leave Program, R R #1, Port Elgin, Ontario. NOH 2C5.

16.02 The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

## **ARTICLE 17 - SHIFT PREMIUM**

17.01 An employee shall receive a shift premium payment of ten percent (10%) of his/her hourly rate for all hours worked between 3:00 pm and 7:00 am, subject to a maximum hourly premium of \$1.20.

#### .ARTICLE 18 - REPORTING IN PAY

- 18.01 In the event that an employee, reports to work on his regular shift, without having been previously notified not to report, he will be given at least four (4) hours of work at his regular hourly rate of pay in his ownjob or other available work, or if no work is available, he will be paid the equivalent of four (4) hours at his regular hourly rate of pay in lieu of work.
- 18.02 This article shall not apply when there is a lack of work due to an Act of God such as fire, flood, power failure, etc.

#### **ARTICLE 19 - CALL IN PAY**

- 19.01 Any employee called back to work after completion of their regular shift shall receive in such instances a minimum of four (4) hours pay based on their regular hourly rate.
- 19.02 There shall be no duplication or pyramiding of this premium, nor **any** other premium provided for in this agreement unless otherwise provided for.

#### **ARTICLE 20 - INJURY ON THE JOB**

20.01 Employees who are injured at work and who are unable to continue at their job shall be paid at their regular earnings for the balance of the shift in which the injury occurred.

#### **ARTICLE 21 - JURY DUTY/CROWN WITNESS**

- a) An employee shall be granted a leave of absence with pay at his regular hourly rate, for the normally scheduled number of hours the employee would otherwise have worked, for the purpose of serving jury duty, or if required, as a subpoenaed Crown witness. The employee will present proof of jury duty or confirmation that he has appeared as a subpoenaed Crown witness, together with documentation showing the amount he has received. Thereafter, the Company shall deduct from the pay of the employee the full amount of jury pay or Crown witness pay received by the employee.
  - b) Employees do not have to report for work on those days they are required for **jury** duty or **as** a subpoenaed Crown witness. Furthermore, they are not required to report back to work on that day if they are required past 11:30 a.m.

#### **ARTICLE 22 - BEREAVEMENT**

22.01 Employees will upon request be granted up to three (3) working days off with pay between the date of the death and the date of the funeral to make arrangements for and/or to attend the funeral of a member of their immediate family.

- 22.02 Immediate family shall mean father, mother, mother-in-law, father-in-law, sister, brother, spouse, (including common-law spouse) and children of the employee, grandparent, grandchild, step-child, step-parent.
- 22.03 It is understood and agreed that employees will not be paid for any days they would not have normally worked between the date of the death and the date of the funeral. For example, employees would not be paid for Saturdays, Sundays, designated paid holidays, nor while they were on vacation or on approved leave of absence, unless they were scheduled to work that day or days.
- 22.04 Employees will be granted one (1) day off with pay to make arrangements for and/or attend the funeral for step-brother, step-sister, brother-in-law and sister-in-law. The provisions of 22.03 will apply to this clause.

#### ARTICLE 23 - TUITION FEES AND BOOK REFUND

- 23.02 The Company will reimburse employees for tuition for courses which have been successfully completed and which had prior Company approval.
- 23.02 The Company agrees to pay one hundred percent (100%) of courses and textbooks for any course the Company sends an employee on, including probationary employees.

## ARTICLE 24 - LUNCHROOM AND WASHROOM FACILITIES

24.01 Adequate lunchroom and washroom facilities will be provided by the Company and kept in a sanitary condition. Employees will co-operate by observing the simple rules of cleanliness.

## **ARTICLE 25 - BULLETIN BOARDS**

25.01 The Company will supply two (2) bulletin boards, one (1) to be situated in the area of the punch clock and the other in the lunchroom, for the use of the Union. All notices must be pre-approved by the Company.

## **ARTICLE 26 - PARKING**

- 26.01 The Company will maintain the existing parking area as presently provided.
- 26.02 See Letter of Understanding No. 1

## **ARTICLE 27 - COPY OF AGREEMENT**

27.01 The Company agrees to provide a copy of the Collective Agreement in Booklet form to all employees within sixty (60) days of ratification of the Collective Agreement. In addition, the Company will supply a brochure summarizing any Company-paid benefits.

#### **ARTICLE 28 - STRIKES AND LOCKOUTS**

28.01 The Company and the Union agree to abide by the Ontario Labour Relations Act with respect to strikes and lockouts.

### **ARTICLE 29 - CLASSIFICATIONS AND WAGES**

29.01 The Company will pay employees according to the wage classification structure which shall be written into the Collective Agreement and form a **part** of the Collective Agreement.

#### ARTICLE 30 - PARTIAL OR TOTAL PLANT CLOSURE

30.01 The Company will endeavour to advise the Union at least six (6) months in advance of any contemplated shutdown of operations that will affect the employees, or as soon as it becomes aware of this circumstance. Such notice shall be in writing and indicate the reason for the action.

The Union and the Company will meet immediately to discuss the contemplated shutdown with a view to providing a solution to the problem or jobs for the employees involved.

### **ADJUSTMENT COMMITTEE**

Wherever there is a closure or a sizable permanent layoff in the Company, a meeting should be held to discuss the adjustment process.

The Company will participate in a Labour-Management Adjustment Committee and that we will seek financial assistance from the Industrial Adjustment Service (federal government) and the Office of Labour Adjustment (in Ontario).

Every worker who is to be laid off will receive an in-depth (one hour) individual needs assessment conducted on Company time, and provided at Company expense.

The Bargaining Committee and the Union Representatives on the Adjustment Committee will be provided sufficient training on adjustment and processes **as** determined by the Bargaining Committee. The training will be conducted on Company time and at Company expense.

The Company will provide adequate release time to members of the Adjustment Committee to effectively do their jobs.

Adequate space and equipment will be provided by the Company.

Release time will be provided for a Union Co-ordinator to assist in the Centre as well **as** secretarial assistance **as** required.

## **ARTICLE 31 - MOVING LOCATION**

31.01 In the event the Company moves any or all of its operation to a new location within 50 kms of Metropolitan Toronto, the employees affected will have the right to transfer to the new location and none of their rights and obligations will be varied.

#### **ARTICLE 32 - HOURS OF WORK AND OVERTIME**

- 32.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed **as** a guarantee of hours of work per day or per week.
- 32.02 The standard work week shall consist of forty (40) hours per week comprised of five (5) eight (8) hour days, Monday through Friday.
- 32.03 The work day will be the twenty-four (24) hour period beginning the time the employee is scheduled to start work.
- 32.04 Overtime at the rate of time and one-half (1 ½) the employee's regular hourly rate shall be paid for all work performed in excess of eight (8) hours in a day and for all work performed on Saturday or Sunday, except where Saturday or Sunday is part of the regular work week for the employee.32.05

  Overtime at the rate of two (2) times the employee's regular hourly rate shall be paid for all work performed in excess of twelve (12) hours on any work day.
- 32.06 The Company agrees to discuss any proposed changes in the schedule for hours of work prior to implementing any such changes.

#### **ARTICLE 33 - PAID REST PERIOD**

33.01 The Company will provide one ten (10) minute paid rest period in the first half of each shift and a thirty (30) minute paid lunch period in each shift. The company will continue the past practices (pre-strike) with respect to the scheduling of the break and lunch periods.

#### **ARTICLE 34 - OVERTIME DISTRIBUTION**

34.01 The Company agrees to make its best efforts to distribute overtime on an equitable basis as practical among those employees who normally perform the required work on the shift and who can perform the overtime work without training. The Company may schedule any employees to work up to a maximum of forty-eight (48) hours per week. Such overtime shall be voluntary unless the Company is unable to secure sufficient qualified volunteers to meet its requirements.

See Letter of Understanding No. 2

Except in cases of emergency or circumstances beyond its control, the Company will make every effort to give twenty-four (24) hours notice to employees scheduled to work overtime and four (4) hours notice when scheduled overtime has been cancelled.

## **ARTICLE 35 - UNION REPRESENTATION**

35.01 The Company acknowledges the right of the Union to elect or appoint a Plant Committee which shall be comprised of a maximum of three (3) Committeepersons, including the Plant Chairperson Committeeperson.

In addition there may be a Committeeperson on each of the off shifts (i.e. second and third shifts), if there are at least twenty (20) employees or more on either shift.

These Committeepersons at the time of their election or appointment must have been employees of the Company with seniority.

The duty of the Committeepersons shall be to represent the employee(s) in the processing of grievances or complaints as outlined in the Grievance Procedure. The Company will deal with the Plant Committee where pertinent to this agreement.

Where a Committeeperson accepts a transfer from their area of responsibility, a new person shall be elected or appointed to replace that Committeeperson, and the transferred individual will no longer be a member of the Plant Committee.

- 35.02 The Union will inform the Company, in writing, of the names of the Plant Committee and any subsequent change in the names, and the Company will not be required to recognize such persons until such notification from the Union has been received.
- 35.03 Committeepersons shall be permitted, during working hours, without loss of time or pay, to leave his/her regular duties for a reasonable length of time to investigate and settle grievances as well as deal with matters that could lead to a grievance. The Committee person will advise his/her supervisor and the other Department or Employee supervisor of anticipated time to transact such business. Permission to leave work will be granted within a reasonable period of time without undue delay. The Company may need a reasonable period of time to find a replacement. The Committeeperson shall report back to the supervisor at the time he/she returns to work. For purposes of clarity, "Committeeperson" includes the "Plant chairperson".
- 35.04 The National Representative and/or President of the Local Union will be entitled to be present at meetings with management and/or the Plant Committee.
- 35.05 The members of the Plant Committee will be allowed paid time off the job for the purpose of a discussion under Step 1 of the Grievance Procedure.

## **ARTICLE 36 - WORK BY SUPERVISORS**

- 36.01 **A)** Generally speaking, work normally or historically performed by bargaining unit employees, may be assigned to company personnel outside the bargaining unit as customer service needs arise.
  - B) Without limiting the generality of the above, excluded employees may perform bargaining unit work in the following circumstances:
    - a) in an emergency; or
    - b) in the instruction, training or replacement of employees who have been asked to work overtime and have chosen not to do so;
    - c) in the development of the method of operation;
    - d) in the development of prototypes;
    - e) in the assessment and development of process improvement;
    - f) during break or lunch periods.

#### **ARTICLE 37 TRANSFERS**

37.01 Employees who are or have been appointed or selected for a supervisory position, or for any position not subject to the provision of this Agreement, will not be covered by the provisions of this Agreement. Any seniority employee transferred or appointed to a position outside of the bargaining unit will not continue to accrue seniority. Should he/she be transferred back to a position covered by this Agreement within one hundred (100) days after the transfer, then the seniority that he/she held up to the time he/she left the bargaining unit shall be credited to him/her. If the transfer necessitates an employee being replaced, the employee in the plant or division with the least seniority shall be the one replaced. Employees having been employed only in positions outside the bargaining agreement shall, if subsequently employed on a job covered by this Agreement, be considered new employees for the purpose of seniority.

## **ARTICLE 38 - TECHNOLOGICAL CHANGE**

- 38.01 When the Company is considering the introduction of significant technological change affecting members of the bargaining unit, the Union will be notified one hundred and twenty (120) days in advance of the introduction of such change and kept up to date as new developments arise and modifications are made.
- 38.02 The Company agrees to provide for a continuing consultation and cooperation with the union in respect to relocation within the plant and/or retraining its employees who are displaced as a result of the introduction of new technology or modification of new equipment.

38.03 Where any such significant change is introduced, the Company will assume the reasonable cost of on-the-job training to afford bargaining unit employees who are affected and required the opportunity to keep current with the technological changes that are affecting their work and job security. All those employees who have the basic knowledge and ability to be trained within a reasonable time frame will be offered this training. Whenever need for training is identified by the Company on the introduction of significant new technology, the Company will then determine the extent of training required, and the method of delivery.

#### **ARTICLE 39 - NEW JOB**

39.01 When a newjob is created the Company may assign an employee to suchjob for a period not to exceed thirty (30) days. It shall be the responsibility of the Company to establish a wage rate and classification for such new job within twenty (20) days of commencement of the new job. The Company agrees to discuss with the Committee and provide all such dataused to arrive at the new classification and rate. If the Committee and the Company fail to agree on the new rate or classification for such new job, a policy grievance may be filed. The arbitrator will have the authority to set the new wage rate and classification and award redress.

New jobs shall be posted within thirty (30) days of start up, and experience gained as a result of temporary assignment will not be considered as qualification on the posting. The regular job posting procedures will otherwise apply.

## **ARTICLE 40 - EQUIPMENT AND TOOLS**

40.01 The Company agrees to continue to supply all necessary tools and equipment as per its present practice.

## **ARTICLE 41 - SKILLED TRADES**

- 41.01 The Company agrees to maintain its present policy regarding tools and subsidies to trades persons.
- 41.02 The Company agrees to consult with qualified trades persons on the purchase of such tools and equipment.

## **ARTICLE 42 - PROTECTIVE CLOTHING**

42.01 Upon a seniority employee providing a receipt, the Company will provide seventy-five dollars (\$75.00) per calendar year towards the cost of safety shoes where such shoes are required by the Company. Where the required safety shoes have become non functional for work-related reasons, the Company will provide a second pair per year.

42.02 The Company will provide three (3) smocks to operators, and three (3) sets of shirts and pants to skilled trades and replace them annually. Where employees are required to work with hazardous chemicals, protective clothing will be provided.

#### **ARTICLE 43 - NEW EMPLOYEE ORIENTATION**

- 43.01 The employer agrees the Union Representative will be given an opportunity to interview each new employee within regular working hours with no loss of pay, for a maximum of ten (10) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employees with the benefits and duties of Union Membership and the employees responsibilities and obligations to the employer and the Union.
- 43.02 The employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security Dues Check-off. A new employee shall be advised of the name and location of his/her Union Representative.

#### **ARTICLE 44 - DISCIPLINE**

- 44.01 The Company shall arrange the presence of a Committeeperson, or the Chairperson if so selected by the employee, when an employee is being suspended or discharged. The meeting will not proceed until a Committeeperson is present.
- 44.02 An employee who has been discharged shall have the right to interview their Committeeperson in a suitable place for a reasonable period of time before leaving the plant, unless the continued presence of that employee poses a danger to the facility or any of its employees.
- 44.03 No written disciplinary action shall remain against **an** employee's record for a period longer than eighteen (18) months.
- 44.04 A copy of any written discipline must be given to the Committeeperson and the employee.
- 44.05 **A** claim by an employee who has completed the probationary period that he has been suspended or discharged without just cause shall be treated as a grievance and lodged at Step 3 of the Grievance Procedure.

#### **ARTICLE 45 - HEALTH AND SAFETY**

45.01 The Company will make adequate provisions for the safety and health of all employees during the hours of employment.

- 45.02 The Company will make every effort to comply in a timely manner with all applicable legislation pertaining to occupational health and safety.
- 45.03 The Company and the Union jointly agree to promote measures to ensure the health and safety of all employees.
- 45.04 The parties agree to set up a Health and Safety Committee comprised of three (3) members selected by the Union and three (3) members representing and selected by the Company, and this Committee will continue to function as set out in the "Occupational Health and Safety Act" on December 1, 1996.
- 45.05 The Company will pay for the certification of one (1) member of the Health and Safety Committee during the life of this agreement, or for comparable training if certification is no longer required and this individual will be elected by the bargaining unit.

#### **ARTICLE 46 - VACATIONS WITH PAY**

## 46.01A - Vacation Year July 1, 1997 - June 30, 1998

Each employee will be entitled to a vacation with pay in accordance with the schedule:

following

- a) Employees with less than one (1) year seniority will receive 4% of their gross earnings.
- b) One (1) year but less than five (5) years' seniority, two (2) weeks vacation with eighty (80) hours pay or 4% of their gross earnings, whichever is greater.
- c) Five (5) years' seniority but less than ten (10) years' seniority, three (3) weeks vacation with 120 hours pay or 6% of their gross earnings, whichever is greater.
- d) Greater than ten (10) years' seniority four (4) weeks vacation with 160 hours pay or 8% of their gross earnings, whichever is greater.

#### 46.01B - VACATION YEARS AFTER JULY 1, 1998

Vacation is an earned benefit that accrues as an employee completes each year of work.

Each employee will be entitled to a vacation with pay in accordance with the following schedule:

- a) Employees with less than one (1) year seniority will receive four percent (4%) of their gross earnings.
- b) One (1) year but less than five (5) years' seniority, two (2) weeks vacation with four percent (4%) of their gross earnings.

- c) Five (5) years' seniority but less than ten (10) years' seniority, three (3) weeks vacation with six percent (6%) of their gross earnings.
- d) Greater than ten (10) years' seniority, four (4) weeks vacation with eight percent (8%) of their gross earnings.
- 46.02 It will be mandatory for an employee to take his/her first two (2) weeks of vacation within the twelve (12) month vacation period. Any additional vacation shall be taken within the same vacation year or the employee may decide to forego any additional vacation, and instead, receive only their vacation pay.
- 46.03 The term "total earnings" does not include the previous years vacation pay.
- 46.04 The vacation year shall run from July 1st, to June 30th.

#### **ARTICLE 47 - HOLIDAY PAY PLAN**

47.01 For the purpose of this agreement the following days are paid holidays:

New Years Day January 1
Victoria Day Good Friday
Civic Day Canada Day
Thanksgiving Day Labour Day

Christmas Day December 24th (½ Day)

December 31st (½ day) Boxing Day

All holidays shall be set out in the Agreement and shall be celebrated on a regular work day, Monday through Friday.

- 47.02 **An** employee will be paid for a holiday provided he/she works his last scheduled shift on the working day which immediately precedes and his/her first scheduled shift on the working day which immediately follows such holiday unless the absence is due to a satisfactory reason or unless the employee has been laid off within fifteen (15) days **prior** to the holiday.
- 47.03 Employees who are requested to work on such holidays shall be paid two (2) times the regular hourly rate for all hours worked plus holiday pay.

#### **ARTICLE 48 - BENEFITS**

- 48.01 The Company agrees to maintain its current benefit program for the duration of the collective agreement, with the following exceptions:
  - (a) Dental plan examinations will be every nine (9) months.



- (b) Physiotherapy a cap of \$500.00 for physiotherapy treatment when the needs arise out of an auto accident.
- (c) Prescription drugs the coverage for prescription drugs will require substitution of generic drugs for proprietary drugs where available, unless the doctor specifies a proprietary drug.

## **ARTICLE 49 - WAGES**

- 49.01 For operators the minimum hourly rate will be \$9.00 and the maximum will be \$12.00.
- 49.02 For skilled trades the minimum hourly rate will be \$16.00 and the maximum will be \$20.00.
- 49.03 Notwithstanding the salary ranges established above, the individual employees on the payroll as of January 8, 1997 whose then current wage rate exceeded these ranges will maintain their current rate for the duration of this agreement.

#### **ARTICLE 50 - PAY EQUITY**

50.01 The Union and the Company agree the existing Pay Equity Plan meets the requirements of the legislation.

#### **ARTICLE 51 - NATIONAL DAY OF MOURNING**

51.01 **The** Company agrees to allow employees one (1) minute of silence at 11:00 a.m. on April 28th of each year in observance of those workers killed on the job.

#### **ARTICLE 52 - TEAM LEADERS AND FLOATERS**

- 52.01 The Company may appoint the designation of floater or team leader following discussion with the local union.
- 52.02 The Company may designate floaters who would receive a premium of two dollars (\$2.00) per hour over and above their applicable hourly rate.
- 52.03 The Company may designate team leaders who would receive a premium of two dollars (\$2.00) per hour over and above their applicable hourly rate.
- 52.04 The Company may remove the designation of floater or team leader following discussion with the Union.

#### **ARTICLE 53 - DURATION OF AGREEMENT**

53.01 This Agreement shall become effective on the eighth (8th) day of January 1997 and shall continue in effect up to and including January 7, 2000.

- 53.02 Either party desiring to renew or amend this Agreement may give notice in writing of its intentions during the last ninety (90) days of the operation of this agreement.
- 53.03 If notice of intention to renew or amend is given by either party pursuant to the provisions of Article 54.02, such negotiations shall commence not later than fifteen (15) days after such notice is given, or soon thereafter as is mutually agreeable.

Signed at Toronto, this day of	1998.
FOR THE COMPANY	FOR THE UNION:
Wayne Haskins	Deonarine Persaud
Mario Chartrand	Raj Jain
	John Ali President - CAW Local 124
	Marilynne Lesperance National Representative

#### APPENDIX "A" - TRAINING

**As** the parties have a mutual desire to improve the overall skill levels of the employees of PC World, the following process is an effort to assist in this regard:

- 1) At least once a year, the Company will provide all bargaining unit employees with an opportunity to express their interest in specific training.
- 2) Where training has been offered for their job within the past twelve (12) months, and an employee has not expressed interest be signing up, then that employee shall be ineligible for any training opportunities in another job.
- It is understood and agreed that employees in any particular job should have the first opportunity for training in their job before the Company provides such training to employees presently in other jobs. Furthermore, such employees may be required to take certain training where it is determined by the Company that such training is necessary.
- Where the Company determines the need for a formal training program, a notice will be posted containing sufficient information to enable employees to make an informed choice, where interested employees shall sign their names. Such opportunities will be given on the basis of seniority, subject to the principles set out above and assuming such employees have the minimum qualifications necessary for the job.
- 5) Because of the importance of this issue to the parties, it is agreed they will meet to review how this new process is working approximately six (6) months following ratification of this agreement.
- Where a new opening exists during the twelve (12) month period following ratification, and there are not qualified applicants from amongst the group of active employees, the employer, with the assistance of the Plant Chairperson, will identify the most senior employee on layoff who possesses the minimum qualifications for the job opening, and offer training. This training will then be provided for up to a five (5) day period during which the employee's suitability for the position will be assessed. If this employee proved unsuitable, the Company may fill the position from any source. An employee who declines such an opportunity for training, forfeits any future opportunities in this regard.

## LETTER OF UNDERSTANDING NO. 1

#### **Between**

## CIRCUIT WORLD CORPORATION, OPERATING AS PC WORLD

#### and

## NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA AND ITS LOCAL 124

The Company will improve the lighting in removal.	the parking lot and endeavour to improve the snow
Signed at Toronto, this day of	1998.
FOR THE COMPANY	FOR THE UNION:
Wayne Haskins	Deonarine Persaud
Mario Chartrand	Raj Jain
	John Ali President - CAW Local 124
	Marilynne Lesperance National Representative

<sup>\*</sup>jwopeiu343

## LETTER OF UNDERSTANDING NO. 2

#### Between

## CIRCUIT WORLD CORPORATION, OPERATING AS PC WORLD

#### and

## NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA AND ITS LOCAL 124

The Company agrees to provide a logbook a	as presently utilized for each department.
Signed at Toronto, this day of	1998.
FOR THE COMPANY	FOR THE UNION:
Wayne Haskins	Deonarine Persaud
Mario Chartrand	Raj Jain
	John Ali President - CAW Local 124
	Marilynne Lesperance National Representative

<sup>\*</sup>jwopeiu343

# PC WORLD - DIVISION OF HELIX CIRCUITS INC.

Long Term Disability
Income Plan and
AD&D Benefits

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141-40 1

#### **CERTIFICATE OF COVERAGE**

UNUM Life Insurance Company of America (referred to as "we," "our" and "us") welcomes you and your employer as customers.

This is your certificate of coverage as long as you are eligible for insurance and you become and remain insured. Keep it in a safe place.

The statements contained in this certificate are a summary of some of the provisions contained in the master policy. They are not part of the master policy and are not terms of the insurance contract.

If you have any questions about any terms and provisions, please contact the **Insurance** Administrator at your work location or write to our benefits office. We will assist you in any way we can to help understand your benefits.

If the terms of this certificate and the policy differ, the policy will govern. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the master policy.

President

UNUM Canada 18 King Street East, #1000 Toronto, Ontario, Canada M5C 1C4

## SUMMARY OF YOUR GROUP LONG TERM DISABILITY BENEFITS

This long term disability plan provides financial protection for you by paying you a portion of your income while you are disabled. The amount you receive is based on the amount you earned before your disability began.

Employer: PC World - Division of

Helix Circuits Inc.

Original Plan Effective Date: April 1, 1994

Policy Number: 82373

Eligibility: All Employees

Monthly Benefit Amount:

66 2/3% of your basic monthly earnings not to exceed the maximum monthly benefit of \$5,000

Your benefit may be reduced by other sources of income as listed under the section "What is your monthly benefit amount?".

Definition of Disability: Two Year Own Occupation with

**Partial** 

For employees in an eligible class on or before April 1, 1994: None Waiting Period:

For employees entering an eligible class after April 1, 1994: On completion of 3 months of active employ-

ment

Elimination Period: 120 days

Benefits begin the day after the elimination period has been completed.

Maximum Benefit Period: To Age 65

Claim Service Phone Number: 1-800-387-1555

LC-2

The above items are only highlights of this plan. For a full description of your coverage, please continue reading.

#### BENEFIT PLAN INFORMATION

#### Who is eliqible?

You are eligible for coverage if you:

- 1. are in active employment with your employer; and
- working at least 30 hours per week; and
   have completed the waiting period.

## What is your effective date of insurance?

Your insurance will start on your eligibility date.

#### What is your monthly benefit amount?

Take the lesser of:

- $66\ 2/3\%$  of your basic monthly earnings, less Items No. 1, 2, and 7 as listed below under the "Other income benefits"; or
- 85% of your:
  - a. net (non-taxable) basic monthly earnings; or
  - b. gross (taxable) basic monthly earnings

less Items No. 1 through 7 as listed below under the "Other income benefits"; or

3. the maximum monthly benefit.

"Other income benefits" are amounts from:

- Workers' Compensation Act.
- primary Canada Pension Plan or Quebec Pension 2.
- a provincial/government mandated motor vehicle insurance plan if allowed by law.
- a compulsory benefit act or law.
- 5. other group insurance plans, including associations, franchise or a governmental retirement system.
- your employer's retirement plan.
- 7. family Canada Pension Plan or Quebec Pension Plan.

#### **Minimum Monthly Benefit**

Your minimum monthly benefit will be \$100.00 or 10% of the monthly benefit before deductions, whichever is greater.

#### Cost of Living Freeze

After the first deduction for each of the "other income benefits", your monthly benefit will not be further reduced due to any cost of living increases payable under these other income benefits.

#### **Basic Monthly Earnings**

## For Sales Employees

"Basic monthly earnings" means your monthly rate of earnings from the employer in effect just prior to the date disability begins. It includes earnings actually received from commissions and bonuses, but not overtime pay or other extra compensation.

Commissions and bonuses will be averaged for the lesser of:

- the current 12 month period of employment with the employer just prior to the date disability begins; or
- 2. the period of actual employment with the employer.

Note: Renewal commissions are not included in the basic monthly earnings.

## For All Other Employees

"Basic monthly earnings" means your monthly rate of earnings from the employer in effect just prior to the date disability begins. It does not include commissions, bonuses, overtime pay and other extra compensation.

#### How do we define disability?

You are disabled when we determine that due to injury or sickness:

- you cannot perform each of the material duties of your regular occupation; or
- 2. after benefits have been paid for 24 months, you cannot perform each of the material duties of any gainful occupation for which you are reasonably fitted by training, education or experience.

#### **Partial Disability**

You are considered partially disabled if, while unable to perform all of the material duties of your regular occupation on a full-time basis, you are:

- 1. performing at least one of the material duties of your regular occupation or another occupation on a part-time or full-time basis; and
- 2. earning currently at least 20% less per month than your indexed pre-disability earnings due to that same sickness or injury.

Your monthly disability benefit may or may not be reduced by your partial disability earnings.

#### Waiver of Premium

No premium payments are required for your insurance while you are receiving benefits under this plan.

#### What is an elimination period?

Elimination period means the period of time during which you must be continuously disabled before you are eligible to receive benefits.

We will treat your disability as continuous if your disability stops for 30 or less days during the elimination period and you remain insured under this policy.

#### How long will you receive benefits?

You will receive benefits as long as you are disabled and have at least a 20% loss of earnings. Your benefits and claim will end on the maximum benefit period or the earliest of:

- 1. the date you are no longer disabled;
- 2. the date you die;
- 3. the date you earn more than 80% of your basic monthly earnings prior to disability.

#### Survivor Benefit

Should you die while receiving a monthly benefit for a disability that had continued for 180 or more consecutive days, we will pay a benefit to your eligible survivor. The amount will be equal to three times your benefit amount before deductions for "other income benefits" and earnings.

Your eligible survivor means your spouse, if living, otherwise your children under age 25. If you have no eligible survivors, benefits will be paid to your estate.

#### Exc lusions

This plan does not cover any disabilities due to the following:

- 1. war;
- 2. intentionally self-inflicted injuries;
- active participation in a riot;
- 4. a pre-existing condition which began in the first 12 months after your effective date.

A "pre-existing condition" means a sickness or injury for which you received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or medicines in the 3 months prior to your effective date.

## Limitations Relating to Pregnancy Disability Benefits

You are eligible for pregnancy-related disability benefits up to the date your leave is scheduled to begin and then again once your leave of absence is scheduled to end. Benefits are payable from the later of:

- 1. the end of the completed elimination period; or
- 2. the date you are scheduled to return to work.

Benefits for a pregnancy-related disability are not payable during:

- 1. a pregnancy leave of absence;
- 2. a parental leave of absence;
- both a pregnancy leave of absence and a consecutive parental leave of absence; or
- 4. receipt of pregnancy-related sickness benefits under the Unemployment Insurance Act.

### **Continuity of Coverage Upon Transfer of Insurance Carriers**

You will be covered, if you:

- were insured with the prior carrier at the time of transfer; and
- are not in active employment due to injury or sickness: and
- 3. make the necessary premium payments.

The benefit will be determined according to this plan's benefit schedule, but it will not exceed the prior carrier's benefit percentage, cost of living adjustment benefit, maximum benefit period; and

#### the lesser of:

- 1. the maximum monthly benefit; or
- 2. the non-evidence limit amount (maximum not subject to evidence of insurability), if you only qualified for this amount.

#### **Termination**

Insurance coverage will cease on the earliest of:

- 1. the date the policy terminates;
- 2. the date you are no longer in an eligible class;
- the date your class is no longer eligible;
- the last day for which you made any required employee contribution;
- 5. your 65th birthday;
- 6. the date your employment terminates. Coverage may continue if:
  - a. you are disabled;
  - b. you are on temporary layoff or leave of absence, but no longer than is provincially or federally required;
  - c. your employment is terminated without written notice, but no longer than is provincially or federally required.

#### Claim Procedures

You must send us written notice of a claim within 30 days after the date your disability begins or as soon as it is reasonably possible to do so.

Your proof of claim must show:

- that you are under the regular care of a physician;
   the date your disability began;
   the cause of your disability; and
   the extent of your disability, including restrictions and limitations preventing you from performing your regular occupation.

Written proof of your claim must be sent to us no later than 90 days after your elimination period.

Benefits will begin once we approve your claim. We will send you a benefit each month for any period for which we are liable.

#### CERTIFICATE OF COVERAGE

UNUM Life Insurance Company of America (referred to as "we," "our" and "us") welcomes you and your employer as customers.

This is your certificate of coverage as long as you are eligible for insurance and you become and remain insured. Keep it in a safe place.

The statements contained in this certificate are a summary of some of the provisions contained in the policy. They are not part of the policy and are not terms of the insurance contract.

If you have any questions about any items and provisions, please contact the Insurance Administrator at your work location or write to our benefits office. We will assist you in any way we can to help you understand your benefits.

If the terms of this certificate and the policy differ, the policy will govern. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the policy.

President

UNUM Canada 18 King Street East, #1000 Toronto, Ontario, Canada M5C 1C4

### SUMMARY OF YOUR GROUP ACCIDENTAL DEATH OR DISMEMBERMENT BENEFITS SCHEDULE OF BENEFITS

Employer: PC World - Division of Helix

Circuits Inc.

Original Plan Effective Date: April 1, 1994

Policy Number: 82373

Eligibility: All Employees

Basic AD&D

Employees: 2x annual

earnings

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

\$500,000 Maximum:

Benefits will terminate at the earlier of age 70 or retirement.

**Waiting Period:** 

If you are in an eligible class on or before the policy

effective date: None

AD-2

If you enter an eligible class after the policy effective date: On completion of 3 months of active employment

You must be in continuous active employment in an eligible class during the specified waiting period.

Claim Service Phone Number: (416) 777-5267

#### Definition of Earnings:

#### For Sales Employees

"Earnings" means the annual, monthly, bi-weekly, or weekly pay, as the case may be, received by you from your employer. It includes earnings from commissions and bonuses, but not overtime pay or other additional compensation.

Commissions and bonuses will be averaged for the lesser of:

- 1. the 12 month period of employment just prior to the date of loss; or
- 2. the period of employment.

#### For All Other Employees

"Earnings" means only that annual, monthly, bi-weekly, or weekly pay, as the case may be, received by you from your employer excluding commissions, bonuses, overtime pay or other additional compensation.

#### BENEFIT PLAN INFORMATION

What does the plan cover?

It covers accidents which may occur anywhere at any time - on or off the job - while traveling or at home, including any type of air travel as a passenger in any aircraft or aerial device holding a current and valid airworthiness certificate and which is operated by a person holding a current and valid pilot's license with a rating authorizing the person to pilot such aircraft.

The Plan does not cover any losses occurring due to: suicide or any suicide attempt; self-inflicted injuries; war, declared or undeclared; full-time service in any military organizations; travel as a pilot or crew member on any aircraft; or travel in a Policyholder's owned or leased aircraft.

When can you enroll? You can enroll if you:

 are in active employment with your employer; and AD-4 2. are in an employee class that is eligible for insurance.

What is your date of eligibility?

You will be eligible for insurance on the later of these dates:

- 1. the policy effective date, if you have completed the waiting period; or
- 2. the day after you complete the waiting period.

#### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS FOR YOU

### What are your Accidental Death and Dismemberment benefits?

If such injuries shall result in any one of the following specific Losses within one year from the date of accident, we will pay the sum set opposite such Loss, provided, however, that not more than one of these sums (the greater) shall be paid with respect to injuries resulting from the same accident.

#### LOSS SCHEDULE

#### For Loss of:

Life Both Hands or Both Feet Sight in Both Eyes One Hand and One Foot			Principal Sum Principal Sum Principal Sum Principal Sum
One Hand or Foot and Sight of One Eye			Principal Sum
Speech and Hearing in Both Ears One Leg or One Arm		3/4 2/3	Principal Sum Principal Sum
Either Hand or Foot Speech or Hearing			•
in Both Ears Sight of One Eye Thumb and Index Finger		2/3 2/3 1/3	Principal Sum Principal Sum Principal Sum
Four Fingers of the Same Hand Hearing in One Ear		1/6	Principal Sum Principal Sum
All Toes of One Foot Quadriplegia (Total & Irreversible paralysis		1/8	Principal Sum
of all four limbs) Paraplegia (Total &	۸D-5	2 x	Principal Sum

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Irreversible paralysis 2 x Principa Sum of both lower limbs) Hemiplegia (Total & Irreversible paralysis of One Arm and One Leg on the same side of the body) 2 x Principal Sum Loss of Use of: Both Hands or Arms Principal Sum 3/4 One Arm or One Leg Principal Sum 2/3

"Loss" means, with regard to:

One Hand or One Foot

Hands and Feet: Actual severance through or

above wrist or ankle joint;

Principal Sum

Eyes: Entire and irrecoverable loss

of sight;

Actual severance through or Leg or Arm:

above knee or elbow joint;

Thumb and Fingers: Actual severance through or

above metacarpophalangeal

joints;

Entire and irrecoverable; Speech and Hearing:

Toes: Actual severance through or

above metatarsophalangeal

ioints:

Quadriplegia,

Paraplegia, Hemiplegia: Complete and irreversible

paralysis of such limbs;

"Loss of Use of": Must be total and irrecover-

able and must be continuous for 12 months after which the benefit for Loss of Use is payable, provided such nerve damage is determined

to be permanent.

#### How do you qualify for the AD&D waiver of premium benefit?

The AD&D waiver of premium benefit is an extension of your AD&D insurance during total disability. We will waive premiums for you under the policy if:

total disability results from an accident or sickness while the policy is in force and before you reach age 65;

you are continuously totally disabled for at least 2. 120 days:

AD-6

- 3. you notify us of your total disability within one (1) year from the date your total disability started; and
- 4. you give us proof of your continuous total disability. The first proof must be given to us between the 120th and 365th day after the date your total disability started. Continuing proof of total disability must be given as we may require, at regular intervals. But after two (2) years, we will not require proof more often than once a year.

### What is the AD&D amount we keep in force while on the AD&D waiver of premium benefit?

The AD&D amount we keep in force for you is that amount in effect on your last day of active employment. But all reduction and termination provisions in effect on your last day of active employment will still apply to that continued amount.

#### When do premium payments end?

Once proof of your total disability is approved by us, your AD&D insurance will remain in force without premium payments until your AD&D waiver of premium disability benefit ceases under the termination provisions below.

### When does your AD&D waiver of premium benefit terminate?

Your AD&D waiver benefit will terminate on the earliest of these dates.

- 1. The date you are no longer totally disabled.
- The date you attain age 65 or termination of your eligibility.
- The date you fail to give us continuing proof of your total disability.
- 4. The date you refuse to be examined as required.
- 5. The date the policy terminates.

### What happens if you die within one (1) year before giving us the first proof?

If you die within one (I) year of the date your total disability started without giving us the first proof, your death benefit will still be paid to your beneficiary. But we must first receive proof of your:

- 1. continuous total disability from your last day of active employment to the date of your death; and
- 2. death as explained in the proof of claim provisions.

#### What do we pay for the education benefit?

If you have selected to cover your dependent children, the policy pays tuition fees in case of your accidental death. To qualify, an eligible dependent child must be enrolled as a full-time student in a post-secondary institution of education at the time of your death or must enroll within one year following your death.

The benefit pays tuition fees and textbook expenses in an amount equal to the lesser of 3% of the amount of benefit you selected or \$5,000 per year per child for a maximum of 4 consecutive years.

We must receive proof of enrollment and attendance for each year that a payment is to be made for each child. If there are no dependent children, your principal sum will be increased by \$2,500.

### What do we pay for the exposure and disappearance benefit?

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

If your body has not been found within 1 year after the date of the disappearance, sinking or wrecking of the vehicle in which you were an occupant at the time of the accident and under such circumstances as would otherwise be covered hereunder, it will be presumed that you had suffered loss of life resulting from bodily injury caused by an accident at the time of such disappearance, sinking or wrecking.

Note:

Benefits payable under this plan are paid in addition to any other insurance benefit which may be in effect at the time of the accident. What do we pay for the family transportation benefit? If, while on a trip covered by the policy, you are confined as an inpatient in a hospital for injuries and require the personal attendance of a family member as recommended by your attending physician, we will pay for the expense incurred by your family member for transportation by the most direct route by a licensed common carrier to you, but not to exceed an amount of \$2,500.

"Family member" means your spouse (or common-law spouse), parent, grandparent, child over age 18, brother or sister.

### What do we pay for the home alteration and vehicle modification benefit?

If you receive a payment under the **Loss** Schedule and was subsequently required (due to the cause for which payment under the **Loss** Schedule was made) to use a wheelchair to be ambulatory, then this benefit will pay, upon presentation of proof of payment:

- 1. The one-time cost of alterations to your residence to make it wheel-chair accessible and habitable; and
- 2. The one-time cost of modifications necessary to a motor vehicle, owned by you, to make the vehicle accessible or driveable for you.

Benefit payments herein will not be paid unless:

- a. Home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization, providing support and assistance to wheel-chair users; and
- b. Vehicle modifications are carried out by a person or persons with experience in such matters and modifications are approved by the provincial vehicle licensing authorities.

The maximum payable under both Items a. and b. combined will **not** exceed \$10,000.

What do we pay for the rehabilitation benefit?

When an injury to you results in our making a payment under the **loss** Schedule, an additional amount will be paid, if appropriate, as follows:

The reasonable and necessary expenses actually incurred up to a limit of \$10,000 for your special training, provided:

 such training is required because of such injury to you and in order for you to be qualified to engage in an occupation in which you would not have been engaged except for such injury;

2. such expenses are incurred within 3 years from

the date of the accident.

No payment will be made for ordinary living, travelling or clothing expenses.

What do we pay for the repatriation benefit?

If, as the result of a covered accident, you suffer loss of life away from your principal city of residence, (at least 100 kilometers), we will pay up to \$10,000 for the preparation and transportation of your body to your principal city of residence.

What do we pay for the spousal retraining benefit?

When an injury to you results in a payment being made under the Loss Schedule, an additional benefit amount will be paid for the expenses actually incurred within 3 years from the date of the accident, by your spouse, for an approved and mutually agreed upon formal occupational training program, specifically qualifying your spouse to gain active employment in an occupation for which he/she would otherwise not have had sufficient qualifications. The maximum payable hereunder is \$10,000.

#### "Spouse" means:

- The person under age 70 to whom you are lawfully married through an ecclesiastical or civil ceremony;
- Upon designation in writing by you, filed with your employer for this purpose, your "common-law" spouse.

(Common-law spouse shall mean for the purpose of this insurance, the designated partner of the opposite sex, under age 70 where such partner has been domiciled with you for at least one year.)

#### TERMINATION OF COVERAGE

Your insurance under the policy terminates at the earliest time stated below:

1. attainment of age 70 or retirement;

termination of the policy;

 on the premium due date if your employer fails to pay the required premium for you except as the result of an inadvertent error;

on the date you give notice of cancellation to your employer;

5. if you are insured under the policy as an active employee of your employer, on the date you cease to be associated with your employer in a capacity making you eligible for insurance under the policy.

Upon termination of employment or eligibility for any reason, the insurance coverage will be continued until the end of the period for which the premium has been paid.

#### **GENERAL PROVISIONS**

#### Claim Procedures

You must send us written notice of a claim within 30 days after the date of loss on which the claim is based.

Written proof of your claim must be given to us no later than 90 days after the date of loss. if it is not reasonably possible to give written proof in the time required, we shall not reduce or deny the claim for this reason if the proof is filed as soon as is reasonably possible.

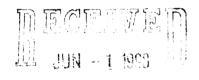
Benefits will be paid as soon as we receive proof of claim acceptable to us.

# Your Group Benefits Plan



### PC World O/B Circuit World Corporation

All employees other than Executives





Contract Number 55767 Effective January 1, 1998

150101

Effective January 1, 1998

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### **General Information**

#### About this booklet

The information in this employee benefits booklet is important to you and should be kept in a safe place. It provides the information you need about the group benefits available through your employer's group contract with Sun Life.

If there are **any** discrepancies between the group contract and the information in this booklet, the group contract will take priority.

If you have any questions about the information in this employee benefits booklet, or if you need additional information about your group benefits, please contact your employer.

#### Eligibility

To be eligible for group benefits, you must be a resident of Canada and meet the following conditions:

- you are a permanent employee.
- you are actively working for your employer at least 20 hours a week.
- you have completed the waiting period.

The waiting period for your group plan is 3 months of continuous employment.

We consider you to be actively working if you are performing all the usual and customary duties of your job with your employer for the scheduled number of hours for that day. This includes scheduled nonworking days and any period of continuous paid vacation of up to 3 months if you were actively working on the last scheduled working day. We do not consider you to be actively at work if you are receiving disability benefits or are participating in a partial disability or rehabilitation program.

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

### Who qualifies as your dependent

Your dependent must be your spouse or your child and a resident of Canada or the United States.

To be eligible, your spouse must be legally married to you, or your partner of the opposite sex who has been publicly represented as your wife or husband. **You can** only cover one spouse **at a time.** 

Your children and your spouse's children (other than foster children), who are unmarried and under age 21, are eligible dependents.

A child who is a full-time student attending an educational institution recognized by Revenue Canada is also considered an eligible dependent until the age of 25 as long as the child is entirely dependent on you for financial support.

If a child becomes handicapped before the limiting age, we will continue coverage as long as:

- the child is incapable of financial self-support because of a physical or mental disability, and
- the child depends on you for financial support, and remains unmarried.

In these cases, you must notify Sun Life within 31 days of the date the child attains the limiting age. Your employer can give you more information about this.

#### **Enrolment**

You have to enrol to receive coverage. To enrol, you must send the appropriate enrolment information to **Sun** Life through your employer. For a dependent to receive coverage, you must request dependent coverage.

If you or your dependents are covered for comparable Extended Health

Care or Dental Care coverage under this or another group plan, you may refuse this coverage under this plan. If, at a later date, the other coverage ends, you can enrol for coverage under this plan at that time.

### When coverage begins

Your coverage begins on the date you become eligible for coverage.

If you are not actively working on the date coverage would normally begin, your coverage will not begin until you return to active work.

Dependent coverage begins on the date your coverage begins or the date you first have an eligible dependent, whichever is later.

However, for a dependent, other than a newborn child, who is hospitalized, coverage will begin when the dependent is discharged from hospital and is actively pursuing normal activities.

Once you have dependent coverage, any subsequent dependents will be covered automatically.

If there are additional conditions for a particular benefit, these conditions will appear in the appropriate benefit section later in this booklet.

## Changes affecting your coverage

From time to time, there may be circumstances that change your coverage.

For example, your employment status may change, or your employer may change the **group** contract. Any resulting change in the coverage will take effect on the date of the change in circumstances.

The following exceptions apply if the result of the change is an increase in coverage:

- if proof of good health is required, the change cannot take effect before Sun Life approves the proof of good health.
- if you are not actively working when the change occurs or when Sun Life approves proof of good health, the change cannot take effect before you return to active work.

if a dependent, other than a newborn child, is hospitalized on the date when the change occurs, the change in the dependent's coverage cannot take effect before the dependent is discharged and is actively pursuing normal activities.

#### Updating your records

To ensure that coverage is kept up-to-date, it is important that you report any of the following changes to your employer:

- change of dependents.
- change of name.
- change of beneficiary.

When coverage ends As an employee, your coverage will end on the earlier of the following dates:

- the date your employment ends or you retire.
- the date you are no longer actively working.
- the end of the period for which premiums have been paid to Sun Life for your coverage.
- the date the group contract ends.

A dependent's coverage terminates on the earlier of the following dates:

- the date your coverage ends.
- the date the dependent is no longer an eligible dependent.
- the end of the period for which premiums have been paid for dependent coverage.

The termination of coverage may vary from benefit to benefit. For information about the termination of a specific benefit, please refer to the appropriate section of this employee benefits booklet.

However, if you die while covered by this plan, coverage for your dependents will continue, without premiums, until the earlier of the following dates:

- 24 months after the date of your death.
- the date the person would no longer be considered your dependent under this plan if you were still alive.
- the date the benefit provision under which the dependent is covered terminates.

### Replacement coverage

The group contract will be interpreted and administered according to all applicable legislation and the guidelines of the Canadian Life and Health Insurance Association concerning the continuation of insurance following contract termination and the replacement of group insurance.

Sun Life will not be responsible for paying benefits if an insurer under a previous group contract is responsible for paying similar benefits.

If such legislation or guidelines require that Sun Life resume paying certain benefits because of a recurrence of an employee's total disability, Sun Life will resume payment at the same amount and for the remainder of the maximum benefit period.

#### Making claims

**Sun** Life is dedicated to processing your claims promptly and efficiently. You should contact your employer to get the proper form to make a claim. There are time limits for making claims. These limits are discussed in the appropriate sections of this employee benefits booklet. All claims must be made in writing on forms approved by **Sun** Life.

No legal actions may be brought by you more than one year after the date we must receive your claim forms or more than one year after we stop paying disability benefits.

#### Proof of disability

From time to time, **Sun** Life can require that you provide us with proof of your total disability. If you do not provide this information within 90 days of the request, you will not be entitled to benefits.

#### Coordination of benefits

If you are covered for Extended Health Care or Dental Care under this plan and another plan, our benefits will be coordinated with the other plan following insurance industry standards.

These standards determine where you should send a claim first. Here are some guidelines:

- if you are claiming expenses for your spouse and the spouse is covered for those expenses under another plan, you must send the claim to your spouse's plan first.
- if you are claiming expenses for your children, and both you and your spouse have coverage under different plans, you must claim under the plan of the parent with the earlier birthday (month and day) in the calendar year. For example, if your birthday is May 1 and your spouse's birthday is June 5, you must claim under your plan first.
- the maximum amount that you can receive from all plans for eligible expenses is 100% of actual expenses.

Your employer can help you determine which plan you should claim from first.

Medical examination We can require you to have a medical examination if you make a claim for benefits. We will pay for the cost of the examination. If you fail or refuse to have this examination, we will not pay any benefit.

#### Recovering overpayments

We have the right to recover all overpayments of benefits either by deducting from other benefits or by any other available legal means.

#### **Definitions**

Here is a list of definitions of some terms that appear in this employee benefits booklet. Other definitions appear in the benefit sections,

Accident

An accident is a bodily injury that occurs solely as a direct result of a violent, sudden and unexpected action from an outside source.

Basic earnings

Basic earnings is the **salary** you receive from your employer excluding any bonus, overtime or incentive pay.

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Illness

**General Information** 

**Doctor** A doctor is a physician or surgeon who is licensed to practice medicine where that practice is located.

An illness is a bodily **injury**, disease, mental infirmity or sickness. Any surgery needed to donate a body part to another person which causes total disability is **an** illness.

**Retirement date** If you are totally disabled, your retirement date is your **65th** birthday, unless you have actually retired before then.

We, our and us We, our and us mean Sun Life Assurance Company of Canada.

# **Extended Health Care** (Medicare Supplement)

### General description of the coverage

In this section, you means the employee and all dependents covered for Extended Health Care benefits.

Extended Health Care coverage pays for eligible services or supplies for you that are medically necessary for the treatment of an illness.

To qualify for this coverage you must be entitled to benefits under a provincial medicare plan or federal government plan that provides similar benefits.

An expense must be claimed for the benefit year in which the expense is incurred. You incur an expense on the date the service is received or the supplies are purchased or rented.

The benefit year is from January 1 to December 31.

#### **Deductible**

The deductible is the portion of claims that you are responsible for paying.

The deductible is \$25 each benefit year for each person up to a maximum of \$25 per family.

After the deductible has been paid, claims will be paid up to the percentage of coverage under this plan.

If 2 or more members of your family suffer injuries in the same accident, only one individual deductible is applied in each benefit year against all eligible expenses for those injuries.

#### **Prescription drugs**

We will cover the cost of drugs and contraceptives which by law are only available with a prescription as long as they are prescribed by a doctor or dentist and are obtained from a pharmacist. Intrauterine devices (IUDs), diabetic and colostomy supplies are also covered.

Drugs for the treatment of infertility are covered up to a lifetime maximum of \$2,400 for each person.

For the above item, we will only pay for quantities that can reasonably be used in a 3 month period.

We will cover 100% of the cost of the above medicines and supplies after you pay the deductible.

We will not pay for the following, even when prescribed:

- the cost of giving injections, serums and vaccines.
- medicines obtained **from** a doctor or dentist.
- treatments for weight loss, including drugs, proteins and food or dietary supplements.
- hair growth stimulants.
- products to help you quit smoking.

#### Generic limit

Charges in excess of the lowest priced equivalent generic product are not covered **unless** the doctor specifies in writing that no substitution for the prescribed drug may be made.

## your province

Hospital expenses in We will cover 100% of the costs for hospital care in the province where you live. The deductible does not apply to these expenses.

> We will cover out-patient services in a hospital and the difference between the cost of a ward and a semi-private hospital room.

We will also cover the cost of room and board in a convalescent hospital if this care has been ordered by a doctor as long as:

- it follows at least 5 consecutive days of in-patient hospitalization,
- it begins within 14 days of release from the hospital, and

it is primarily for rehabilitation.

The maximum amount payable is \$20 per day up to a maximum of 180 days for treatment of **an** illness due to the same or related causes.

For purposes of this plan, a *convalescent hospital* is a facility licensed to provide convalescent care and treatment for sick or injured patients on an in-patient basis. Nursing and medical care must be available 24 hours a day. It does not include a nursing home, rest home, home for the aged or chronically ill, sanatorium or a facility for treating alcohol or drug abuse.

A hospital is a facility licensed to provide care and treatment for sick or injured patients, primarily while they are acutely ill. It must have facilities for diagnostic treatment and major surgery. Nursing care must be available 24 hours a day. It does not include a nursing home, rest home, home for the aged or chronically ill, sanatorium, convalescent hospital or a facility for treating alcohol or drug abuse or beds set aside for any of these purposes in a hospital.

### Expenses out of your province

We will cover emergency medical services while you are outside the province where you live. We will also cover referred services.

An *emergency* is an acute, unexpected condition, illness, disease or injury that requires immediate assistance. We will pay 100% of the cost of qualified emergency services after you pay the deductible.

Referred services must be for the treatment of an illness and ordered in writing by a doctor located in the province where you live. We will pay 80% of the costs of referred services after you pay the deductible. Your provincial medicare plan must agree in writing to pay benefits for the referred services.

For both emergency services and referred services, we will cover the cost of:

a semi-private hospital room.

- other hospital services provided outside of Canada.
- out-patient services in a hospital.
- the services of a doctor.

All referred services must be:

- obtained in Canada, if available, regardless of any waiting lists, and
- covered by the medicare plan in the province where you live.

However, if referred services are not available in Canada, they may be obtained outside of Canada.

We will **only** cover services obtained within 60 days of the date you leave the province where you live. If hospitalization occurs within this period, in-patient services are covered until the date you are discharged.

### equipment

Medical services and We will cover 100% of the costs after you pay the deductible for the medical services listed below when ordered by a doctor (the services of a licensed optometrist, ophthalmologist or dentist do not require a doctor's order).

- out-of-hospital private duty nurse services when medically necessary. Services must be for nursing care, and not for custodial care. The private duty nurse must be a nurse, or nursing assistant who is licensed, certified or registered in the province where you live and who does not normally live with you. The services of a registered nurse are eligible **only** when someone with lesser qualifications can not perform the duties. There is a limit of \$25,000 per person during any 3 consecutive benefit years.
- transportation in a licensed ambulance if medically necessary, that takes you to and from the nearest hospital that is able to provide the necessary medical services.
- transportation in a licensed air ambulance if medically necessary,

that takes you to the nearest hospital that provides the necessary emergency services.

- laboratory tests performed by a commercial laboratory for the diagnosis of an illness. Tests performed in a doctor's office or pharmacy are not covered.
- dental services, including braces and splints, to repair damage to natural teeth caused by an accidental blow to the mouth that occurs while you are covered. These services must be received within 6 months of the accident. We will not cover more than the fee stated in the Dental Association Fee Guide for a general practitioner in the province where the employee lives. The guide must be the current guide at the time that treatment is received.
- services of an ophthalmologist or licensed optometrist, up to a maximum of \$50 per person over 2 benefit years.
- wigs following chemotherapy, up to a maximum of \$300 per person in a benefit year. Wigs do not require a doctor's order.
- equipment rented, or purchased at om request, that is for temporary therapeutic use.
- **casts, splints, trusses, braces or crutches.**
- breast prostheses required as a result of surgery, up to a maximum of \$200 per person in a benefit year.
- artificial limbs and eyes, excluding myoelectric appliances.
- stump socks, up to a maximum of 5 pairs per person in a benefit year.
- elastic support stockings, including pressure gradient hose, up to a maximum of 2 pairs per person in a benefit year.
- custom-made orthotic inserts for shoes, when prescribed by a doctor, podiatrist or chiropodist, up to a maximum of \$350 per

person in a benefit year.

- custom-made orthopaedic shoes or modifications to orthopaedic shoes when prescribed by a doctor, podiatrist or chiropodist, up to a maximum of \$500 per person in a benefit year.
- hearing aids prescribed by an ear, nose and throat specialist, up to a maximum of \$500 per person over a period of 5 benefit years.
- radiotherapy or coagulotherapy.
- oxygen, plasma and blood transfusions.
- glucometers prescribed by a diabetologist or a specialist **in** internal medicine, up to lifetime maximum of \$700 per person.

#### Paramedical services

We will cover 100% of the costs after you pay the deductible, up to a maximum of \$500 per person in a benefit year for each category of paramedical specialists listed below:

- licensed speech therapists, psychologists, acupuncturists or masseurs, when ordered by a doctor.
- licensed osteopaths, chiropractors, podiatrists, chiropodists or naturopaths, including a maximum of one x-ray examination per specialty each benefit year.

We will cover 100% of the **costs** for physiotherapists, up to a maximum of \$500 per person in a benefit year where the **injury** is automobile related, and up to **an** unlimited maximum per person in a benefit year for any other reason.

We will not pay for the cost of services rendered by a chiropractor or a podiatrist in Ontario unless they are performed after the provincial medicare plan has paid its annual maximum benefit.

### Contact lenses or eveglasses

We will cover the cost of contact lenses or eyeglasses as long as they are prescribed by **an** ophthalmologist or licensed optometrist and are obtained from an ophthalmologist, licensed optometrist or optician.

We will cover 100% of these costs up to a maximum of \$100 in any 12 month period for a person under age 18 or in any 24 month period for any other person,

The deductible does not apply to eyeglasses or contact lenses.

We will not pay for sunglasses, magnifying glasses, or safety glasses of any kind.

When coverage ends Extended Health Care coverage will end when the employee retires or reaches age 70, whichever is earlier.

#### **Payments after** coverage ends

If you are totally disabled when your coverage ends, benefits will continue for expenses that result from the illness that caused the total disability if the expenses are incurred:

- during the uninterrupted period of total disability,
- within 90 days of the end of coverage, and
- while this provision is in force.

For the purpose of this provision, a dependent is totally disabled if prevented by illness from performing the dependent's normal activities.

If the Extended Health Care benefit terminates while you are receiving benefits for dental expenses caused by an accident, benefits will continue for that condition as if the benefit were still in effect.

#### What Is not covered

We will not pay for the costs of:

- services or supplies payable in whole or in part under any government-sponsored plan or program, except for user fees and extra billing if the legislation allows private plans to cover the user fees and extra billing.
- services or supplies to the extent that their costs exceed the reasonable and usual rates in the locality where the services or supplies are provided.

- equipment that Sun Life considers ineligible (examples of this
  equipment are orthopaedic mattresses, exercise equipment, airconditioning or air-purifying equipment, whirlpools, humidifiers,
  and equipment used to treat seasonal affective disorders).
- any services or supplies that are not usually provided to treat an illness, including experimental treatments.

We will not pay benefits when the claim is for an illness resulting from:

- the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.
- a any work for which you were compensated that was not done for the employer who is providing this plan.
- participation in a criminal offence.

We will also not pay benefits when compensation is available under a Workers' Compensation Act, Criminal Injuries Compensation Act or similar legislation.

### When and how to make a claim

To make a claim, complete the claim form that is available from your employer.

In order for you to receive benefits, we must receive the claim no later than 90 days after the earlier of

- the end of the benefit year during which you incur the expenses, or
- the end of your Extended Health Care coverage.

### **Emergency Travel Assistance**

## General description of the coverage

In this section, *you* means the employee and all dependents covered for Emergency Travel Assistance benefits.

If you are faced with a medical emergency when travelling outside of the province where you live, Worldwide Assistance Services Inc. can help.

An *emergency* is an acute, unexpected condition, illness, disease or injury that requires immediate assistance.

**This** benefit, called **Medi-Passport**, supplements the emergency portion of your Extended Health Care coverage. It only covers services that you obtain within 60 days of leaving the province where you live. If hospitalization occurs within this time period, in-patient services are covered until you are discharged.

We recommend that you bring your **Medi-Passport** card with you when you travel. It contains telephone numbers and the information needed to confirm your coverage and receive assistance.

#### **Getting help**

If it is possible, you or someone with you must contact a Worldwide Assistance Coordination Centre and receive approval before any services are provided. If contact cannot be made before services are provided, contact should be made as soon as possible afterwards.

Access to a fully staffed coordination centre is available 24 hours a day. Please consult the telephone numbers on the Medi-Passport card.

Worldwide Assistance may arrange for:

### On the spot medical assistance

Worldwide Assistance will provide referrals to physicians, pharmacists and medical facilities.

**As** soon as Worldwide Assistance is notified that you have a medical emergency, its staff, or a physician designated by Worldwide

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Assistance, will, when necessary, attempt to establish communications with the attending medical personnel to obtain an understanding of the situation and to monitor your condition. If necessary, Worldwide Assistance will also guarantee or advance payment of the expenses incurred to the provider of the medical service.

Worldwide Assistance will provide translation services in any major language that may be needed to communicate with local medical personnel.

Worldwide Assistance will transmit an urgent message from you to your home, business or other location. Worldwide Assistance will keep messages to be picked up in its offices for up to 15 days.

## Transportation home or to a different medical

facility

Worldwide Assistance may determine, in consultation with an attending physician, that it is necessary for you to be transported under medical supervision to a different hospital or treatment facility or to be sent home.

In these cases, Worldwide Assistance will arrange, guarantee, and if necessary, advance the payment for your transportation.

**Based** on medical factors, a physician designated by Worldwide Assistance will make the final decision whether you should be moved, when, how and to where you should be moved and what medical equipment, supplies and personnel are needed.

# Meals and accommodations expenses

If your return trip is delayed or interrupted due to a medical emergency or the death of a person you are travelling with who is also covered by this benefit, Worldwide Assistance will arrange for your meals and accommodations at a commercial establishment. We will pay a maximum of \$150 a day for each person for up to 7 days.

Worldwide Assistance will arrange for meals and accommodations at a commercial establishment, if you have been hospitalized due to a medical emergency while away from the province where you live and have been released, but, in the opinion of Worldwide Assistance, are not yet able to travel. We will pay a maximum of \$150 a day for up to 5

days.

### Travel expenses home if stranded

Worldwide Assistance will arrange and, if necessary, advance funds for transportation to the province where you live:

- for you, if due to a medical emergency, you have lost the use of a ticket home because you or a dependent had to be hospitalized as an in-patient, transported to a medical facility or repatriated; or
- for a child who is under the age of 16, or mentally or physically handicapped, and left unattended while travelling with you when you are hospitalized outside the province where you live, due to a medical emergency.

If necessary, in the case of such a child, Worldwide Assistance will also make arrangements and advance funds for a qualified attendant to accompany them home. The attendant is subject to the approval of you or a member of your family.

We will pay a maximum of the cost of the transportation minus any redeemable portion of the original ticket.

## Travel expenses of family members

Worldwide Assistance will arrange and, if necessary, advance funds for one round-trip economy class ticket for a member of your immediate family to travel from their home to the place where you are hospitalized if you are hospitalized for more than 7 consecutive days, and:

- you are travelling alone, or
- you are travelling only with a child who is under the age of 16 or mentally or physically handicapped.

We will pay a maximum of \$150 a day for the family member's meals and accommodations at a commercial establishment up to a maximum of 7 days.

#### Repatriation

If you die while out of the province where you live, Worldwide Assistance will arrange for all necessary government authorizations and for the return of your remains to the province where you live in a container approved for transportation. We will pay a maximum of \$5,000 per return.

#### Vehicle return

Worldwide Assistance will arrange and, if necessary, advance funds up to \$500 for the return of a private vehicle to the province where you live or a rental vehicle to the nearest appropriate rental agency if death or a medical emergency prevents you from returning the vehicle.

### Lost luggage or documents

If your luggage or travel documents become lost or stolen while you are travelling outside of the province where you live, Worldwide Assistance will attempt to assist you by contacting the appropriate authorities and by providing directions for the replacement of the luggage or documents.

### Coordination of coverage

If you are covered under this group plan and certain other plans, we will coordinate payments with the other plans in accordance with guidelines adopted by the Canadian Life and Health Insurance Association,

The plan **from** which you make the first claim will be responsible for managing and assessing the claim. It has the right to recover from the other plans the expenses that exceed its share.

#### Limits on advances

Advances will not be made for requests of less than \$200. Requests in excess of \$200 will be made in full up to a maximum of \$10,000.

The maximum amount advanced will not exceed \$10,000 per person per trip unless this limit will compromise your medical care.

### Reimbursement of expenses

If, after obtaining confirmation from Worldwide Assistance that you are covered and a medical emergency exists, you pay for services or supplies that were eligible for advances, Sun Life will reimburse you.

To receive reimbursement, you must provide Sun Life with proof of the expenses within 30 days of returning to the province where you live. Your employer can provide you with the appropriate claim form.

### Your responsibility for advances

You will have to reimburse Sun Life for any of the following amounts advanced by Worldwide Assistance:

any amounts which are or will be reimbursed to you by your

provincial medicare plan.

- that portion of any amount which exceeds the maximum amount of your coverage under this plan.
- amounts paid for services or supplies not covered by this plan.
- **amounts** which are your responsibility, such as deductibles and the percentage of expenses payable by you.

**Sun** Life will bill you for any outstanding amounts. Payment will be due when the bill is received. You can choose to repay Sun Life over a 6 month period, with interest at an interest rate established by Sun Life from time to time. Interest rates may change over the 6 month period.

#### Limits on Travel Emergency Assistance coverage

There are countries where Worldwide Assistance is not currently available for various reasons. For the latest information, please call Worldwide Assistance before your departure.

Worldwide Assistance reserves the right to suspend, curtail or limit its services in any area, without prior notice, because of

- a rebellion, riot, military up-rising, war, labour disturbance, strike, nuclear accident or an act of God.
- the refusal of authorities in the country to permit Worldwide Assistance to fully provide service to the best of its ability during any such occurrence.

Worldwide Assistance will not provide services in the province where you live, or during any trip taken for the purpose of seeking medical attention.

# Liability of Sun Life or Worldwide Assistance

Neither Sun Life nor Worldwide Assistance will be liable for the negligence or other wrongful acts or omissions of any physician or other health care professional providing direct services covered under this group plan.

#### **Dental Care**

### General description of the coverage

In this section, *you* means the employee and all dependents covered for Dental Care benefits.

Dental Care coverage pays for eligible expenses that you incur for dental procedures provided by a licensed dentist, denturist, dental hygienist and anaesthetist while you are covered by this group plan.

For each dental procedure, we will only cover reasonable expenses. We will not cover more than the fee stated in the 1991 Dental Association Fee Guide for general practitioners in the province where the employee lives, regardless of where the treatment is received.

When deciding what we will pay for **a** procedure, we will first find out if other or alternate procedures could have been done. These alternate procedures must be part of usual and accepted dental work and must obtain as adequate a result **as** the procedure that the dentist performed. We will not pay more than the reasonable cost of the least expensive alternate procedure.

If you receive any temporary dental service, it will be included as part of the final dental procedure used to correct the problem and not **as** a separate procedure. The fee for the permanent service will be used to determine the usual and reasonable charge for the final dental service.

**An** expense must be claimed for the benefit year in which the expense is incurred. You incur an expense on the date your dentist performs a single appointment procedure or an orthodontic procedure. For other procedures which take more than one appointment, you incur an expense once the entire procedure is completed.

The benefit year is from January 1 to December 31.

#### **Deductible**

The deductible is the portion of claims that you are responsible for

paying.

The deductible is \$25 each benefit year for each person, up to a maximum of \$50 per family.

After the deductible has been paid, claims will be paid up to the percentage of coverage under this plan.

### Benefit year maxlmum

We will not pay more than \$1,000 per person for each benefit year for all services.

If your coverage starts in the second half of a benefit year, the maximum amount for that benefit year will be reduced by 50%.

#### Lifetime maximum

The maximum amount we will pay for all Orthodontic procedures in a person's lifetime is \$1,000.

#### **Predetermination**

We suggest that you send us an estimate, before the work is done, for any major treatment or any procedure that will cost more than \$500. You should send us a completed dental claim form that shows the treatment that the dentist is planning and the cost. Both you and the dentist will have to complete parts of the claim form. We will tell you how much of the planned treatment is covered. This way you will know how much of the cost you will be responsible for before the work is done.

### Preventive dental procedures

Your dental benefits include procedures used to help prevent dental problems. They are procedures that a dentist performs regularly to help maintain good dental health.

We will pay 100% of the eligible expenses for these procedures after you pay the deductible.

#### Oral examinations

1 complete examination every 24 months.

1 recall examination every 9 months.

Emergency or specific examinations.

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X-rays

1 complete series of x-rays or 1 panorex every 24 months.

1 set of bitewing x-rays every 9 months.

X-rays to diagnose a symptom or examine progress of a particular

course of treatment.

Other services

Required consultations with another dentist.

Polishing (cleaning of teeth) and topical fluoride treatment once every 9

months.

Emergency or palliative services,

Diagnostic tests and laboratory examinations.

Removal of impacted teeth and related anaesthesia.

Provision of space maintainers for missing primary teeth.

Pit and fissure sealants.

Oral hygiene instruction once every 9 months.

**Basic** dental procedures

Your dental benefits include procedures used to treat basic dental problems. Some examples are filling cavities and extracting teeth.

We will pay 100% of the eligible expenses for these procedures after

you pay the deductible.

Fillings Amalgam, composite, acrylic, or equivalent.

Extraction of teeth Removal of teeth, except removal of impacted teeth (Preventive dental

procedures).

**Basic restorations** Prefabricated metal restorations and repairs to prefabricated metal

restorations, other than in conjunction with the placement of permanent

crowns.

**Endodontics** Root canal therapy and root canal fillings, and treatment of disease of

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the pulp tissue.

**Periodontics** 

Treatment of disease of the gum and other supporting tissue.

**Oral surgery** 

Surgery and related anaesthesia, other than: removal of impacted teeth (*Preventivedental procedures*), implants and transplants, and repositioning of the jaw.

Repair

Repair of bridges or dentures.

Rebase or reline

Rebase or reline of an existing partial or complete denture.

#### Major dental procedures

Your dental benefits include procedures used to treat major dental problems. Some examples are crowns, dentures or bridges.

We will pay 80% of the eligible expenses for these procedures after you pay the deductible.

**Major restorations** 

Inlays and onlays. Crowns and repairs to crowns, other than prefabricated metal restorations (*Basic dental* procedures).

**Prosthodontics** 

Construction and insertion of bridges or standard dentures, after the person has been covered continuously under this provision for a period of 12 months. Charges for a replacement bridge or replacement standard denture are not considered an eligible expense during the 5 year period following the construction or insertion of a previous bridge or standard denture unless:

- it is needed to replace a bridge or standard denture which has caused temporomandibularjoint disturbances and which cannot be economically modified to correct the condition.
- it is needed to replace a transitional denture which was inserted shortly following extraction of teeth and which cannot be economically modified to the final shape required.

## Orthodontic procedures

Your dental benefits include procedures used to treat misaligned or crooked teeth.

Only children under age 19 are covered for these procedures.

We will pay 50% of the eligible expenses for these procedures. The deductible will not apply.

Coverage includes orthodontic examinations, including orthodontic diagnostic services and fixed or removable appliances such as braces.

The following orthodontic procedures are covered:

- interceptive, interventive or preventive orthodontic services, other than space maintainers (*Preventive dental procedures*).
- comprehensive orthodontic treatment, using a removable or fixed appliance, or combination of both. **This** includes diagnostic procedures, formal treatment and retention.

When coverage ends Dental Care coverage will end when the employee retires or reaches age 70, whichever is earlier.

#### Payments after coverage ends

If the Dental Care benefit terminates, you will still be covered for procedures to repair natural teeth damaged by an accidental blow if the accident occurred while you were covered, and the procedure is performed within 6 months after the date of the accident.

#### What is not covered

We will not pay for services or supplies payable in whole or in part under any government-sponsored plan or program, except for user fees and extra billing if the legislation allows private plans to cover the user fees and extra billing.

We will not pay for services or supplies that are not usually provided to treat a dental problem, including experimental treatments.

We will not pay for:

- procedures performed primarily to improve appearance.
- the replacement of dental appliances that are lost, misplaced or stolen.

- charges for appointments that you do not keep.
- charges for completing claim forms.
- supplies usually intended for sport or home use, for example, mouthguards.
- procedures or supplies used in full mouth reconstructions (capping all of the teeth in the mouth), vertical dimension corrections (changing the way the teeth meet) including attrition (worn down teeth), alteration or restoration of occlusion (building up and restoring the bite), or for the purpose of prosthetic splinting (capping teeth and joining teeth together to provide additional support).

We will also not pay for dental work resulting from:

- the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.
- participation in a criminal offence.

We will not pay benefits when compensation is available under a Workers' Compensation Act, Criminal Injuries Act or similar legislation.

### When and how to make a claim

To make a claim, complete the claim form that is available from your employer. The dentist will have to complete a section of the form.

In order for you to receive benefits, we must receive a claim no later than 90 days after the earlier of:

- the end of the benefit year during which you incur the expenses, or
- the end of your Dental Care coverage.

We can require that you give us the dentist's statement of the treatment received, pre-treatment x-rays and any additional information that we consider necessary.

### Life Coverage

General description of the coverage

Your Life coverage provides a benefit for your beneficiary if you die while covered. Your dependents' Life coverage provides a benefit if one of your dependents dies while covered.

Life coverage for you

Amount Your benefit is 2 times your annual basic earnings, rounded to the next

higher \$1,000. The maximum amount of coverage is \$500,000.

**Reduction** Your benefit will reduce to 50% when you reach age 65.

Coverage ends Your coverage will end when you retire or reach age 70, whichever is

earlier.

Life coverage for your dependents

Amount Your spouse's benefit is \$10,000. Your children's benefit is \$5,000 per

child.

Coverage ends Coverage for your dependents will end when you retire or reach age 70,

whichever is earlier.

Who we will pay If you die while covered, Sun Life will pay the full amount of your

benefit to your last named beneficiary on file with Sun Life.

If you have not named a beneficiary, the benefit amount will be paid to your estate. Anyone can be your beneficiary. You can change your beneficiary at any time, unless a law prevents you from doing so or you

indicate that the beneficiary is not to be changed.

If a dependent dies, Sun Life will pay you the benefit for that dependent.

**Coverage during** If you become totally disabled before you retire or reach age 65,

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#### total disability

whichever is earlier, Life coverage may continue without the payment of premiums as long as you are totally disabled. This continued coverage is subject to the terms of the contract which were in effect on the date you became totally disabled, including reductions and terminations.

Sun Life must receive proof of your total disability within 12 months of the date the disability begins. After that, we can require ongoing proof that you are still totally disabled.

If proof of total disability is approved after an individual insurance policy becomes effective as a result of converting the group Life coverage, the group Life coverage will be reduced by the amount of the individual insurance policy, unless the individual insurance policy is exchanged for a refund of premiums.

Total disability must continue for at least an uninterrupted period of 6 months.

This coverage will continue without payment of premiums until the date you cease to be totally disabled or the date you fail to give Sun Life proof of your continued total disability, whichever is earlier.

Dependent Life coverage will also continue without payment of premiums, as long as your Life coverage is continued without payment of **premiums**, but not after the Dependent Life benefit is terminated.

For the purposes of your Life coverage, you will be considered totally disabled if you are prevented by illness from performing any occupation you are or may become reasonably qualified for by education, training or experience.

## Converting Life coverage

If your Life coverage ends or reduces for any reason other than your request, you may apply to convert the group Life coverage to an individual Life policy with Sun Life without providing proof of good health.

If your spouse's Life coverage ends for any reason other than your request, your spouse may apply to convert the group Life coverage to an individual Life policy with **Sun** Life without providing proof of good

health. This is not available for dependent children.

The request must be made within 31 days of the reduction or end of the Life coverage.

There are a number of rules and conditions in the group contract that apply to converting this coverage, including the **maximum** amount that can be converted. Please contact your employer for details.

### When and how to make a **claim**

Claims for Life benefits must be made as soon as reasonably possible. Claim forms are available from your employer.

### **Respecting Your Privacy**

At Sun Life, protecting your privacy is a priority. In providing our services to you, we must gather personal information. We know we have been entrusted with a serious responsibility. That is why we are committed to maintaining the confidentiality of your information.

#### **Our Commitment to Confidentiality**

 All our files are kept for the purpose of providing insurance products, annuities and other financial and administrative services that are right for you. We only collect information that is pertinent for this purpose.

Access to files is restricted to those employees and representatives of Sun Life who need the information to do their jobs. These individuals may only use the information for work-related activities. All employees of The Sun Life Companies must commit to our Code of Business Conduct, which includes rules for protecting the confidentiality of your personal information.

For our insurance products, Sun Life may need medical information about you. This information will not be released without your consent and it will not be shared with other Sun Life companies.

To best serve your financial needs, non-medical information may be exchanged, with your consent, among The Sun Life Companies.

#### Your Right to Access Your Files

We will be pleased to give you access to the information about you contained in your file. By sending a written request to us, you can ask that inaccurate information be corrected or amended, or that obsolete information be deleted.

If we have medical information about you that was not obtained directly from you, we may release some or all of this information to you only through your physician.

To find out how to access your file or if you have any questions, please contact:

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