

# **COLLECTIVE AGREEMENT**

between

**CTV TELEVISION INC. - MCTV TIMMINS**  
(hereinafter called the "Company")

of the first part;

and

**INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYEES  
LOCAL 667, TIMMINS**  
(hereinafter called the "Union")

of the second part.

**12271 (03)**

**Effective from: September 1, 2001**  
**To: August 31, 2004**

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## **ARTICLE 1 – PURPOSE OF AGREEMENT**

**1.01** The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees and their Union and to provide an amicable method of settling any differences or grievances which may arise.

## **ARTICLE 2 - RECOGNITION**

**2.01** This Agreement is made between CTV Television Inc., MCTV (CFCL-TV & CITO-TV), Timmins, a company hereinafter known as the Company, and the International Alliance of Theatrical and Stage Employees (I.A.T.S.E.), Local 667, Timmins hereinafter known as the Union. The Company recognizes Local 667 as the sole and exclusive collective bargaining agent for all of its employees of CTV Television Inc. MCTV (CFCL-TV & CITO-TV) Timmins, working at its Timmins MCTV Station, excluding station/sales manager, sales persons, sales secretaries, news director, chief engineer and operations manager.

## **ARTICLE 3 - NO OTHER AGREEMENTS**

**3.01** No employee shall be required or permitted to make a written or verbal agreement with the Company or his/her representative which may conflict with the terms of this Collective Agreement.

## **ARTICLE 4. - NO DISCRIMINATION**

**4.01** The Company and the Union agree there shall be no discrimination, intimidation, interference, restriction or coercion exercised or practiced with respect to any of the employees in assigning wage rates, training, upgrading, promotion, transfer or any other action by reason of membership or activity in a Union, race, creed, colour, age, sex, marital status, religion, nationality, ancestry, place of origin, sexual orientation, political affiliation or activity, family relationship or physical handicap. The Company and the Union further agree to follow the provisions of the Canadian Human Rights Act, as amended from time to time.

### **4.02 Sexual Harassment**

There shall be no sexual discrimination of any employee as

determined by the Canada Labour Code and the Canadian Human Rights Act, as amended from time to time.

## **ARTICLE 5. - HEALTH AND SAFETY**

There shall be the establishment of a Health and Safety Committee as detailed by the Canada Labour Code as amended from time to time with the Code. Health and Safety Committee members will be entitled to attend courses and seminars relevant to Health and Safety as provided for under Article 18.00 and 30.00.

5.01 The provisions of Part II of the Canada Labour Code as amended from time to time shall be deemed to be incorporated herein.

5.02 A copy of Part II of the Canada Labour Code shall be posted on the main bulletin board.

5.03 The minutes of Health and Safety Committee meetings shall be posted on the main bulletin board following each meeting.

5.04

- a) In a potentially hazardous situation, no reasonable request for assistance shall be denied.
- b) An employee who is approaching excessive hours of overtime while on out-of-town assignments may acquire suitable overnight accommodation subsequent to discussion with his/her immediate supervisor or upper management.

5.05 There will be at least one (1) employee with an up-to-date C.P.R. certificate at work during operating hours. The maintenance technicians will be required to obtain and maintain C.P.R. certification. The cost of this course will be borne by the Company, therefore pre-authorization for training will be required. Such training will be made available to other employees at the Company's discretion.

## **ARTICLE 6 - UNION SECURITY**

### **6.01 Check-Off of Union Dues**

The Company agrees that it shall make payroll deductions for Union dues from all employees in the certified bargaining unit.

### **6.02 Amount of Dues**

The Union shall advise the Company, in writing, the amount of Union dues to be deducted, and of any changes in the dues structure made from time to time.

Union to notify Company 30 days in advance of any of these changes coming into effect.

### **6.03 Indemnification**

It is understood and agreed that the Union will save the Company harmless from any and all claims which may arise against it by any Employee, or on behalf of any Employee, for amounts deducted from wages as provided in this Article, except for any claim arising from a Company generated error.

### **6.04 Remittance to Union**

All Union dues deducted from employees shall be remitted to the Local's Secretary-Treasurer within two (2) weeks of every second pay period.

### **6.05 Dues Receipts**

At the time that Income Tax (T-4) slips are made available, the Company shall type on the amount of Union dues paid by each Union member in the previous year.

### **6.06 Union Information**

The Company shall supply the Union at the end of January and July of each year, with a list of the following information for employees in the bargaining unit. This information shall be as of January 1st and July 1st:

- a) name, address;
- b) date of hire;

- c) seniority date;
- d) job classification to which the employee is assigned;
- e) salary and rate of pay.

6.07 The Employer agrees to acquaint new Employees with the fact that a collective agreement is in effect and to introduce the Employee to the steward for their respective department.

6.08 Each new employee shall be provided with a copy of the Employee Benefits Plan Booklet and a copy of the Collective Agreement to be supplied by the Company. A Union Information packet will be supplied by the Union. The cost of collective agreement printing will be equally shared by the parties.

Each new employee shall receive a written statement from the Company clearly indicating his/her rate of pay, start date and job classification.

6.09 Each employee shall receive a written statement from the Company in the event of his/her transfer, demotion or promotion within the bargaining unit, clearly stating his/her rate of pay, start date and job classification.

6.10 The Company shall provide the Local Unit Chair Person with a copy of the following:

- a) All job postings, at the time of posting;
- b) Copy of any written statements forwarded to an employee when hired, transferred, demoted or promoted within the bargaining unit;
- c) Copy of any notice to an employee being discharged, laid off, or terminating employment;
- d) Copy of all notices affecting Bargaining Unit employees at the time of posting;
- e) Copy of any notice to an employee on completion of his/her Probationary Period;

- f) Copy of any notice to an employee of Leave of Absence granted;
- g) Copy of Union information lists and seniority lists.

6.11 The Company agrees to furnish the Union with a bulletin board, internal mail slot, and space for a filing cabinet exclusively for the use of Union officials.

## **ARTICLE 7 - MANAGEMENT RIGHTS**

7.01 The Union recognizes that the management of the Company and the direction of the working forces are fixed exclusively with the Company and shall remain solely with the Company except as specifically limited by the express provisions of this Agreement and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right and power of the Company to:

- a) maintain order, discipline and efficiency;
- b) hire, assign, direct, promote, transfer, layoff, recall, after layoff and discharge, suspend or otherwise discipline employees for just cause;
- (c) determine in the interest of efficient operations and the highest standards of service, work assignments, methods of performing the work and the working establishment;
- (d) determine and control all programs, the amount of supervision necessary, the machinery and equipment to be used, the standard of performance of employees, judgement and evaluation of personnel qualifications and the selection, procurement, designing and engineering of equipment which may be incorporated into the Company's operation;
- (e) make, enforce and alter from time to time rules and regulations to be observed by the employees which are not inconsistent with the terms and conditions of this Agreement.



7.02 It is agreed that the Company may exercise any of the rights, powers, functions or authorities which the Company had prior to the signing of this Agreement except those rights, powers, functions or authorities which are specifically abridged, modified or negated by this Agreement and only to the extent by which such rights, powers, functions or authorities are so abridged, modified or negated by this Agreement.

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE**

8.01 The grievance procedure herein defined is among the most important matters in the successful administration of this Agreement. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement. Wherever the term "grievance procedure" is used in this Agreement, it shall be considered as including the Arbitration Procedure.

8.02 All time limits referred to in the Grievance Procedure herein contained shall be deemed to mean "working days". Working days are defined as from Monday to Friday, excluding Statutory Holidays, and not to be construed to mean grievers' working days.

8.03 The time limits set out in both the grievance procedure and arbitration procedure shall be strictly observed by the parties to this Agreement, but may be extended by mutual consent.

8.04 All grievances must be in writing, setting out the matter complained of, the provisions of the Collective Agreement allegedly broken, the remedy sought, and signed by the griever.

8.05 A specific complaint or grievance by an employee which has been settled shall not again be made the subject matter of a complaint or grievance by that employee during the lifetime of the Agreement.

8.06 A griever whose attendance is required at Arbitration hearings shall receive permission with pay to be absent from work. The Union must make such request in writing one (1) week prior to the hearing. All grievance meetings and arbitration

hearings will be held in Timmins unless otherwise mutually agreed to by the Company and Union.

8.07 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) working days before the filing of the grievance.

8.08  
**STEP I**

The aggrieved employee shall present his/her grievance, in writing, and shall have the Union representative of his/her choice present if the employee desires. The grievance shall be submitted to the respective manager. If a settlement satisfactory to the employee and Union is not received by the employee in writing within seven (7) working days following the presentation of the grievance, the grievance may be presented as follows at any time within ten (10) working days following the receipt of the Step I written reply.

**STEP II**

The aggrieved employee may present his/her grievance to the General Manager of TV or his/her designate and shall have the Union Representative of his/her choice present if the employee desires. The General Manager of T.V. or his/her designate shall render his/her decision in writing, within seven (7) working days after receipt of such written grievance. If a settlement satisfactory to the Union is not received in writing by the employee, the Union, may at any time within twenty (20) working days following receipt of the decision of the General Manager of T.V., submit the matter to arbitration.

8.09 The submission to arbitration shall be by way of notice and the notice to arbitrate shall contain name and address of the moving party's nominees to the Board, and shall also contain a copy of the original grievance. The party giving such notice shall be bound by the same and shall be restricted at arbitration to the issues presented by the notice.

8.10 Where a grievance is referred to arbitration, the following procedure is to apply:

- (a) Within ten (10) working days after receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the Arbitration Board.
- (b) The two (2) appointees so selected shall, within ten (10) working days after receipt of notice of the appointment of the second of them, appoint a third person who shall be chairman of the Arbitration Board.
- (c) If the recipient of the notice fails to name an appointee, or if the two (2) appointees fail to agree upon a chairman within the time limit, the appointment may be made by the Federal Minister of Labour upon request of either party.
- (d) The Arbitration Board is to be governed by the following provisions:
  - (1) The Arbitration Board shall hear the grievance and shall issue a decision which is final and binding upon the parties and upon any employee affected by it.
  - (2) The decision of the majority is the decision of the Arbitration Board, but  
if there is no majority, the decision of the Chairman governs.
  - (3) Each of the parties shall pay one-half (1/2) remuneration and expenses of the Chairman of the Board.
  - (4) The Board shall not have the power to alter or amend any of the provisions of this Agreement.
  - (5) The Arbitration Board shall have access to the Company's premises, to view working conditions, machinery, or operations which may be relevant to the resolution of the grievance.
  - (6) The Board shall have jurisdiction to determine whether a grievance is arbitrable.
  - (7) No grievance shall be defeated or denied by any for-

mal or technical objection. The Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he deems just and equitable, potentially including reinstatement with pay, compensation for lost pay and/or any other benefit found in this agreement.

8.11 Either party to the Agreement may request the other to have a grievance presented to a sole arbitrator rather than a Board of Arbitration. In the event the other party agrees, the provisions of Article 8.00 shall be so read to substitute the term "arbitrator" for "Board and the provisions for the selection of the two (2) appointees to the Board shall not apply.

#### ARTICLE 9 - UNION POLICY GRIEVANCE AND COMPANY GRIEVANCE

9.01 A Union Policy Grievance or a Company Grievance may be submitted to the Company or the Union, as the case may be, in writing, ten (10) working days from the time the circumstances upon which the grievance is based were known or should have been known by the griever. A meeting between the Company and the Union shall be held at Step III of the Grievance Procedure. The Company or the Union agrees to reply to the grievance, in writing, within ten (10) working days after said meeting. Where the Union files with the Company a grievance under this Article it shall be signed by an officer of the Local Union.

9.02 In the event that the grievance is not settled to the satisfaction of either party, it may be processed through the arbitration provisions of this Agreement.

9.03 The provisions of the aforementioned paragraphs may not be used by the Union to institute a grievance directly affecting the employee or employees where such employee or employees could themselves institute a grievance on their own behalf in the normal fashion under this Agreement.

## **ARTICLE 10 - DISCHARGE CASES**

10.01 A claim by a seniority employee that he has been discharged, suspended or disciplined in any manner without just cause, shall be treated as a grievance and shall commence at Step II of Article 8.00, provided a written grievance is signed by the employee and is presented to the Station Manager or his/her delegate in accordance with all other provisions in this agreement following the action giving rise to the grievance.

10.02 All seniority employees being discharged shall receive a written statement from the Company at the time of discharge, clearly stating the reasons for the discharge.

## **ARTICLE 11 - TECHNOLOGICAL CHANGE**

11.01 The Technological Change provisions of the Canada Labour Code, as amended from time to time, shall be deemed to be incorporated in this collective agreement. A copy of these provisions shall be posted on the Company and Union notice boards.

11.02 Prior to implementing any technological change, the Company agrees to consult with the Union on the nature and extent of the change, the planned timing, and the anticipated effects of the change on staff and operations. Any such consultation shall not bar the Company from introducing any technological change into the workplace.

## **ARTICLE 12 - NO STRIKES OR LOCKOUTS**

12.01 There shall be no strikes by the Union nor lockouts by the Company so long as this Agreement continues to operate.

12.02 The word "strike" shall be defined as including a cessation of work, refusal to work or to continue to work by employees, in combination or in concert or in accordance with a common understanding, or a slowdown of work or other concerted activity on the part of employees in relation to their work that is designed to restrict or limit output.

12.03 The word "lockout" shall be defined as including the

closing of a place of employment, a suspension of work by a Company or a refusal by a Company to continue to employ a number of his/her employees, done to compel his/her employees, or to aid another Company to compel his/her employees, to agree to terms or conditions of employment.

### **ARTICLE 13 - CROSSING OF PICKET LINES DURING STRIKE**

13.01 An employee covered by this agreement shall have the right to refuse to cross a picket line where a strike or lockout is in effect, where he/she has good reason to believe that such crossing may endanger his/her or another person or property, in which case the employee will, if required by the Company, furnish a signed written statement to such effect. Failure to cross a picket line for such reasons shall not be considered a violation of the agreement, nor shall it be grounds for disciplinary action under such circumstances.

### **ARTICLE 14 - SENIORITY**

#### **14.01 Seniority Defined (Type of Seniority Unit)**

Seniority is defined as the length of service in the bargaining unit and shall include service with the Company prior to the certification or recognition of the Union at the Timmins location only. Seniority shall operate on a bargaining-unit-wide basis.

14.02 The Company shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two (2) or more employees commence work on the same day, seniority shall be in accordance with the date of the application. An up-to-date seniority list shall be sent to the Union and posted on the Union bulletin board at the end of January and July of each year. Information shall reflect the status as of January 1st and July 1st.

#### **14.03 Loss of Seniority**

Seniority rights and employee benefits will cease for any of the following reasons, and the employee shall be deemed terminated:

- a) if the employee voluntarily quits;
- b) if the employee is discharged and such discharge is not reversed through the grievance and arbitration procedure:
- c) if the employee is absent from work for two (2) working days without securing a leave of absence, unless reason satisfactory to the Company is supplied;
- d) if an employee has been on layoff and fails to respond to a recall notice by registered mail to his/her last known mailing address with the Company, within seven (7) working days, indicating his/her intent to return and does not return within an additional seven (7) working days within receipt of such notice unless reason satisfactory to the Company is supplied;
- e) if an employee is on layoff for twelve (12) consecutive months:
- f) an employee's seniority will not be terminated when remaining away from work because of sickness or disability, provided the employee notifies the Company within two (2) working days. The employee, returning from sick or disability leave, after two (2) working days absence, must, if required by the Company, present a letter from his/her physician stating that the employee is fully recovered to perform the duties of his/her job. Any physician's costs incurred in obtaining a physician's statement will be borne by the company.
- g) In the event an employee with more than one (1) year of seniority is transferred to a position within the Company not covered by this agreement:
  - 1) Continuity of service for the purpose of seniority shall be considered unbroken if he/she returns to the status of an employee within one (1) year or,
  - 2) If he/she returns to the status of an employee after one

year has elapsed, his/her seniority upon his/her return shall be that which he/she had on the effective date of such layoff or transfer.

- h) For the purpose of determining seniority as it applies to the Company Pension Plan and vacation entitlement only, seniority shall be determined based on length of service from the start date with the Company.

#### **14.04 Probation for Newly Hired Employees**

A newly hired full-time employee shall be on probation for the first three (3) calendar months of his/her employment. The Company may extend the probationary period up to a total of six (6) months from the date of hiring, and, in such event, will discuss the matter with the representative of the Local Union prior to the end of the first three (3) month probationary period. The employee and the Local Union shall be advised of such extension in writing at the time of any such extension. During the probationary period, the Company may release the employee at any time.

After completion of the probationary period, seniority shall be effective from the original date of employment. During the probationary period an employee does not have access to the grievance procedure outlined in the collective agreement. Each employee shall receive a written notice upon successful completion of his/her Probationary Period.

Time lost by a probationary employee for personal or health related reasons shall not be counted toward the completion of the probationary period. In such absences, the probationary period will be extended by the number of working days the employee was absent from work.

**14.05** Part-time, term or temporary work performed for the Company shall be given full credit in the event of such individual being hired full-time but this shall not cut the probationary period after full-time hiring to the less than three (3) or six (6) calendar months as outlined in Article 14.04.



## **ARTICLE 15- LAYOFF AND RECALLS**

### **15.01 Definition of Layoff**

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

15.02 Where employees are to be laid off from a job, such lay-offs shall proceed in reverse order of Company seniority from within those job functions affected. This is provided that no employee is to be displaced by a more senior employee, unless the latter meets the qualifications for the position, and if he/she has the necessary skills and ability to perform the work as determined by the company in respect to the job filled by the employee with less seniority. A suitable training period, determined by the company, will be allowed if required.

An employee who bumps into a higher job classification shall receive a salary increase to the next grid level within the higher job classification that is closest to but greater than the employee's salary prior to the bump.

15.03 An employee to whom notice of lay-off has been given may apply his/her seniority, on a bargaining unit-wide basis, to another job within the group of jobs he/she is qualified to perform, provided:

He/she is capable of efficiently performing the job to which the employee wishes to apply his/her seniority within a reasonable training period to be determined by the Company.

The Company shall provide the union with six **(6)** weeks written notice of any layoff. Such notice shall be considered inclusive of any notice required by statute.

An employee laid off and deemed terminated pursuant to any statute, will receive severance pay equal to ten (10) days per each year of continuous service, pro-rated to the nearest month to a maximum of fifty-two (52) weeks' salary. The above-noted severance payment shall be deemed to include any severance required pursuant to any statute.

**15.04** An employee who has reverted as the result of a lay-off to a lower job classification and whose salary at the time is higher than the maximum of the group to which he reverted, shall continue to receive the higher salary which shall be frozen (red-circled) until such time as the salary in the lower-rated job classification reaches the employee's salary and then such employee will proceed with the established grid system.

**15.05** **Recall Procedure**

Employees shall be recalled to full-time vacancies within twelve (12) months of said layoff. They shall be recalled in the reverse order of their layoff providing the employee has the skill, competence and ability, as determined by the Company to perform the work of the more senior employee. While on recall, employees will be offered term and part-time employment if they possess the necessary skill, competence and ability as determined by the Company. However, their recall rights to a full-time vacancy within twelve (12) months of layoff remain unaffected. It is understood that there will be no further bumping activities or lay-off notices when an employee accepts a term position.

**15.06** **No New Employees**

New employees shall not be hired until those on layoff have been given an opportunity of recall. The employee must take the recall or his/her employment will be terminated.

**15.07** A more senior employee in a job classification may volunteer to be laid off in the place of a more junior employee. If the offer is accepted by the Company, the more senior employee will waive his bumping rights and recall rights and will receive the severance provided in Article 15.03.

**ARTICLE 16 - TEMPORARY VACANCIES**

Temporary vacancies shall be defined to be any temporary assignment not expected to exceed fifteen (15) days.

## 16.01

- (a) Temporary vacancies are to be filled from within the bargaining unit when bargaining unit employees are qualified to perform the work and are assigned by management to such temporary assignments. An employee may, in mitigating circumstances, request to be relieved from such assignment.
- (b) When filling temporary vacancies within the bargaining unit, the transferred employee shall receive his/her same rate of pay as a minimum, and will be paid in accordance with Article 32.07 (a), if the start rate of the classification he/she is temporarily filling is higher than the start rate of his/her posted classification.
- (c) Employees filling vacancies under the provisions of Article 16 who are employees of CTV Television Inc., MCTV (CFCL-TV & CITO-TV), Timmins but not members of the bargaining unit, shall not be subject to the provisions of the Labour Agreement nor will they be required to pay Union dues.

16.02 No employee shall be transferred or promoted to a position outside the bargaining unit without his/her consent. Where an employee covered by this Agreement is temporarily transferred or promoted to a position outside the bargaining unit, he/she shall be deemed to be covered by this Collective Agreement. The provisions for rates of pay that apply in Article 16.01 shall also apply to any employee temporarily transferred to a position outside of the bargaining unit, except in cases mutually agreed upon by the parties.

## 16.03 Term Employment

Term employment shall be defined to be any specified time period of employment that shall not normally exceed two (2) months as outlined in Article 18.01 with respect to a leave of absence; or shall not exceed twelve (12) months as outlined in Article 18.03 with respect to maternity and/or parental leaves; or shall not exceed thirty (30) months with respect to short-term and long-term disability leaves. In the case of a newly hired employee,

such employment shall be terminated at the conclusion of the specified term without the employee having access to the discharge provisions of the Collective Agreement. In the case of a part-time employee, at the conclusion of the term, he/she shall revert to his/her former position without loss of seniority. In the case of a full-time employee filling a Term Employment vacancy, at the conclusion of the term, he/she shall revert to his/her former position without loss of seniority.

## **ARTICLE 17-VACANCIES**

### **Job Posting**

When a new position *is* created, or when a vacancy of more than fifteen (15) days occurs, inside the bargaining unit, the Company shall post notice of the position on the main bulletin board for a minimum of seven (7) calendar days so that all members will know about the vacancy or new position. Employees off sick, on vacation or on disability during the posting period shall have the right to apply late provided that such application is received prior to a successful applicant being selected.

17.01 When the Company creates a new classification within the bargaining unit, the Company agrees to confer with the Union on the impact the new classification may have on the Timmins location. The Company agrees to receive and consider any written submissions the Union may make concerning the new classification. Nothing in this article shall bar the Company from creating a new classification or hiring employees at any time.

### 17.02 **Information in Postings**

All postings shall contain the following information:

- a) Job Classification;
- b) Name of Position if different from a);
- c) Qualifications and knowledge required;
- d) Minimum Education and Skills required;
- e) Hours of Work;

- f) Salary Range;
- g) Date of Posting;
- h) Department and Manager where applications should be directed;
- i) Bargaining Unit or Non-Bargaining Unit;
- j) Vacancy or Newly Created Bargaining Unit Position;
- k) Location and Union Affiliation (if applicable).
- l) Deadline for Application

### 17.03 Role of Seniority in Filling Vacancies

Both parties recognize:

- 1) the principle of promotion within the service of the Company;
- 2) that job opportunity should increase in proportion to length of service.

Therefore, in filling vacancies, the appointment shall be made of the applicant with the greatest seniority having the skill, competence and efficiency as determined by the Company.

17.04 Nothing in the Agreement shall be interpreted as requiring the Company to fill any vacancy. If there are not suitable applications, the Company may fill the vacancy from any source.

The Company will consider ability, skill, competence, efficiency and seniority of persons within the bargaining unit when filling a vacancy from within the bargaining unit which has been created by filling a posted position.

Applications from bargaining unit members who have applied within one (1) calendar week of posting of a vacancy shall be processed and candidates interviewed before any interviews are granted to outside applicants.

17.05 The successful applicant will be on trial for a period of the first three (3) calendar months if the transfer is to a differ-

ent job classification. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

When an existing Bargaining Unit employee applies for and when operationally possible as determined by the Company, is offered a Term Employment vacancy (as defined in Article 16.03) that is in a lower pay classification, the employee will maintain his/her regular wages during the Term Employment vacancy.

17.06 Within seven (7) calendar days of the date of appointment, the name of the successful applicant shall be posted on the main bulletin board. The Company shall forward a written statement to the successful applicant clearly indicating the rate of pay, start date and job classification.

17.07 Where practical, all jobs shall be awarded within ten (10) working days from the date of the final interview.

17.08 Should the employer be required to fill such vacancy with either a newly hired employee or a part-time employee, the employment shall be on a term basis as defined in article 16.03. In the case of a newly hired employee such employment shall be terminated at the conclusion of such term without access to the discharge provisions of this Collective Agreement.

In the case of a part-time employee, at the conclusion of the term he/she shall revert to his/her former position without loss of seniority.

## **ARTICLE 18 - LEAVE OF ABSENCE**

18.01 Requests for leave of absence by seniority employees must be made to the employee's supervisor, and, if granted, such leave of absence will be confirmed in writing and without

pay or any other monetary benefit under the provisions of the Agreement. Leave of absence, except as otherwise provided herein, shall be permissive only, and shall be understood to mean an absence from work requested in writing by the employee and consented to in writing by the employee's supervisor covering a permitted period of time for personal reasons. Leave of absence will not be granted to accept other employment of any kind. Exceptions may be considered for work experience opportunities with other CTV affiliated companies. The Company agrees, as a matter of policy, to attempt to co-operate with employees with respect to leave of absence for personal reasons, wherever practical. Normally, a leave of absence will not be granted for a period in excess of two (2) months. The Company may allow the employee to make a single total pre-payment for contribution of the benefit plan during such leave of absence.

When an employee's request for leave of absence is approved or denied, the employee will be advised of same in writing.

Prior to commencing a leave of absence for personal reasons, the employee will be required to use all vacation and accumulated reserve time. Exceptions shall be provided for employees on personal leave for compassionate reasons.

## 18.02

### (a) **Leave of Absence for Union Functions**

Leave of absence without pay and without loss of seniority or benefits may be granted by the Company upon request by the Union for employees elected or selected to represent the Union at Union conventions, conferences and/or schools, and at functions of any labour organizations with which the Union is affiliated. Provided reasonable notice is received, permission for such leave will not be unreasonably withheld.

Such leave shall not exceed ten (10) days for executive officers and five (5) days for stewards in one (1) calendar year. For the purpose of this article there shall be a ceiling of an aggregate total of twenty-five (25) days leave for Union

functions in each calendar year. The above limits shall be exclusive of time spent by the Union Negotiating Committee in negotiations.

- (b) Additional time off for the conduct of Union business may be granted by the Company subject to operational requirements.

### 18.03 **Maternity and Parental Leave**

Maternity and parental leave shall be granted to natural or adoptive parents in accordance with the provision of the Canada Labour Code, as amended from time to time. Such provisions are deemed to be incorporated herein. Such provisions presently include the following:

- a) The Company shall grant maternity leave of absence for a period of up to seventeen (17) weeks without pay for any employee who has completed six (6) consecutive months of employment and provides a certificate of a qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- b) The Company shall grant parental leave of absence for a period of up to thirty-seven (37) weeks without pay for any employee who has completed six (6) consecutive months of employment to care for a new-born child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in the province.

The aggregate amount of parental leave that may be taken by two employees in respect of the same event shall not exceed thirty-seven (37) weeks.

- c) The aggregate amount of maternity and parental leave that may be taken by one or two employees in respect of the same birth shall not exceed fifty-two (52) weeks.
- d) Every employee who intends to take Maternity and/or Paternity leave of absence from employment shall provide



at least four (4) weeks written notice to the Company indicating the intended start date of such leave, the intended length of such leave and confirm their intended return to work date.

- e) During maternity and parental leave, the seniority credits and fringe benefits shall continue to apply and the Company shall pay its customary share of the cost of such benefits. Employees will be required to submit post-dated cheques for their respective portion of the cost of such benefits or make alternate advance payment arrangements through payroll. If the employee does not pay their respective cost of such benefits, Company premiums will not be paid and benefits will terminate.
- f) Payment for holidays outlined in article 31.00 shall not apply while an employee is so absent.

The Company will maintain an employee's regular earnings during the two week waiting period for Maternity Leave benefits, provided employees qualify for the legislative benefits on the basis of the provisions of the Canada Labour Code.

In addition to parental benefits provided under the Canada Labour Code, Fathers shall be entitled to two days of paid leave at the time of birth of their child.

Vacation credits shall accrue to employees who are off on this leave.

**18.04** An employee who is required to attend a sitting of the citizenship court during scheduled work for the purpose of obtaining Canadian citizenship shall, on one occasion only be granted one days leave of absence with pay provided that he/she gives at least 7 days written notification.

#### **ARTICLE 19 - JURY DUTY PAY**

**19.01** Each full time employee who is summoned to and reports for jury duty or court witness, as prescribed by applicable

law (subject to the eligibility requirements set out below) shall be paid by the Company the difference between the payment for such services received from the court (not including travelling allowance or reimbursement of expenses), and the difference between the employee's calculated hourly rate as found in the salary schedule, exclusive of premiums for the number of hours up to eight **(8)** that he would otherwise have been scheduled to work.

In order to receive payment under this provision, an employee must meet all of the following eligibility requirements:

- (a) ~~the~~ employee shall inform the Company within twenty-four (24) hours from his/her receipt of notice that he has been summoned for jury duty or court witness;
- (b) the employee shall furnish satisfactory evidence to the Company that he/she has reported for and performed jury duty or court witness on the days for which he/she claims payment, and shall furnish acceptable proof of the amount of jury duty or court witness pay received by him/her;
- (c) Employees sewing on Jury Duty shall not be required to work evening or night shifts during such duty;
- (d) An employee who misses a scheduled vacation as a result of jury duty leave shall have the option of taking an equal amount of paid vacation time at a time mutually agreed to between the employee and his/her supervisor, or taking the vacation pay in lieu of the holiday.

## **ARTICLE 20 - BEREAVEMENT LEAVE**

20.01 When an employee is required to be absent due to death in his/her immediate family (spouse, common-law partner or child), bereavement leave with pay will be five (5) days for the purposes of attending the funeral. In the case of the death of other family members (legal guardian, father, mother, spouse or common-law partner of the father or mother, brother, sister, mother-in-law (including common-law), father-in-law (including common-law), daughter-in-law, son-in-law, grandparents, grand-

children, child of spouse or common-law partner or any relative permanently residing in the employee's household or with whom the employee resides, the granted leave with pay will be for three (3) days for the purpose of attending the funeral. When travelling a distance of 500 kilometers or greater one way is required, and undertaken by the employee, two (2) additional days with pay shall be granted. Total leave under this Article not to exceed seven (7) consecutive tours of duty.

20.02 Pay for such bereavement leave will be limited to the number of scheduled working days prescribed above which fall within the period immediately following the day the death occurred plus one (1) day to attend the funeral if not within the prescribed days above. This entitlement is not available while an employee is on leave of absence or sick leave. The term "funeral" does not include "memorial service". Payment for such funeral days shall be at the employee's basic regular hourly rate exclusive of premium.

In the event interment occurs on an employee's scheduled work day, and at a time other than the funeral, the employee shall be entitled to (1) one additional paid day to attend the service. This entitlement is not available if an employee would not have been required to work on such day or while an employee is on vacation, leave of absence or sick leave.

20.03 In the event that an employee is entitled to bereavement leave as per article and is on vacation/reserve time off at the time of such bereavement, the employee shall be able to re-schedule the respective vacations days or reserve hours at a mutually agreeable time with his/her supervisor. The employee shall notify the Company of the bereaved to indicate the period in which vacation/reserve time will not be used. If necessary, travel time will be granted based on travel required from the employee's normal place of residence or geographic location at the time of bereavement, whichever is less.

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#### 21.01 **Medical Appointments**

Employees will attempt to schedule medical doctor,

dental and eye appointments on their own time. When they are unable to do so and upon reasonable notice, time off without loss of pay shall be granted to employees for the purpose of attending medical appointments. When possible, employees will attempt to schedule such appointments at times and on dates which shall minimize disruption to the work force. To qualify for such time off with pay, the employee may be required to produce a written doctor's confirmation of appointment.

### **Sick Leave Defined**

A full-time employee who is incapacitated from duty through illness (disability) shall be paid full salary for the time off from work for such illness or accident for up to six (6) months. Should such illness or accident exceed this six (6) month period THE-EMPLOYEE MUST APPLY before the expiry period, for Long Term Disability Benefits. Sick leave with pay shall not apply to a full-time employee during the first three (3) months of employment. In the event of occupational injury, sick leave applies immediately on employment.

- a) Where such leave extends to three (3) or more consecutive days, the Company shall require a doctor's certificate, or other satisfactory evidence to substantiate this leave. For illness of less than three (3) days, the Company may require that the employee provide a written declaration of illness.
- b) Regardless of the length of sick leave as outlined in part (a), when the absence rate of an employee is greater than the average annual absence rate within the company, the Company may request a doctor's certificate, or other satisfactory evidence to substantiate sick leave claims beyond such average absence rate.
- c) It is understood that any secondary reports or certifications required by the Company would be at the Company's expense.

Absence because of illness or incapacity shall not interrupt an employee's vacation credits for a period of up to six (6) months only.

Six month cumulative STD benefits will be reinstated for an employee who returns to work except for subsequent STD absences of the same or related injury or illness within the first year of the employee's return. STD benefits related to a workplace accident or injury shall not be limited to this restriction.

When an employee is participating in a gradual return to work schedule as part of a return to work plan while on long-term disability, the employee shall accrue vacation credits in accordance with hours worked with MCTV to a maximum of their entitlement under article 23.00.

Except for those incapacitated by a work-related illness or injury, employees who are absent due to illness or incapacity for a period of six (6) months, and who do not qualify for Long Term Disability payment in the Company Plan, shall be deemed to have voluntarily quit their employment with the Company.

IT IS THE RESPONSIBILITY OF THE EMPLOYEES TO MAKE APPLICATION TO THE INSURANCE COMPANY prior to the expiry of the Company's six (6) month full-pay provisions. Employees who fail to apply or do not meet the requirements for disability payments will be deemed to have voluntarily resigned their position within the Company.

21.02 Sick leave (short term disability) will be paid subject to the following conditions:

- a) A written declaration of illness from the employee will be required for each absence and a doctor's certificate is to be attached if the absence extends to more than three (3) days or when the absence rate of the employee is greater than the average annual absence rate as per 21.01 (b). A subsequent doctor's certificate may be required to substantiate the length of a claim or to verify that an employee is capable of returning to active duty.

- b) Employees shall give **as** much notice as possible when calling in sick to those persons responsible for their scheduling, **a minimum of one (1)** hour prior to the start of their tour of duty.
- c) The Company agrees to pay for any reasonable cost for medical reports requested by the Company upon submission of a doctor's invoice. This **does** not cover initial doctor's visit.

It is expected that an employee will obtain the required certificate in conjunction with a regular doctor's visit. However, the Company will give consideration to any exceptions.

- d) Where an absence is as a result of an injury or illness that is or should be covered by LTD. (Sick leave does not apply if an employee is denied LTD or subsequently has LTD cancelled.)
- e) Employees on sick leave may be required to provide a CTV Television Inc. Medical Form in cases of extended absences (more than 15 days), or where a date for return to work has not been established. This form may also be required from employees where a medical report is required to update a previous report.

The CTV Television Inc. Medical Report **will** be forwarded to CTV's Corporate Medical Doctor for review, guidance and direction.

- f) **A** medical examination may be required by the Company at its expense: i) as a pre-employment physical; ii) in order to substantiate a claim for sick leave; iii) verify that an employee is able to return to work. **All** results shall be forwarded directly to CTV's Corporate Medical Doctor.
- g) If requested in writing by the employee, the results of the medical examination will be conveyed to the employee's personal physician.
- h) Confidential medical information forwarded to the CTV

Corporate Medical Doctor shall be subject to the ethical and disclosure rules of the College of Physicians and Surgeons. It will not be forwarded to non-medical individuals without the written consent of the employee. Notwithstanding the foregoing, it is understood that the Company shall be entitled to receipt of information as to whether an employee is well enough to return to work.

- i) If an employee is given in-patient treatment in a hospital during one (1) or more full days of the employee's vacation, those days may, at the request of the employee, be rescheduled during the vacation year, at a mutually agreeable time. If an employee otherwise becomes ill or injured while on vacation, sick leave will not apply. Satisfactory documentation to substantiate hospital in-patient status will be required.
- j) Should an employee become ill/injured while on an authorized leave of absence as per Article 18.01, sick leave will not commence until expiration of that leave.

## **ARTICLE 22 - EMPLOYEE BENEFIT PLANS**

22.01 Notwithstanding anything to the contrary, in the provisions of this Agreement, the benefits and plans of insurance are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The terms of any contract, statute or regulation in respect thereof by any insurance agency or governmental agency, shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder and in all matters pertaining to the existence and extent of benefits and conditions.

22.02 The responsibility rests with the regular full-time employee to complete all eligibility requirements of the existing carriers of all medical, welfare and hospital benefits under this Collective Agreement.

22.03 Where the Company discharges or suspends for at

least one (1) month an employee who is entitled to coverage and who has completed the probationary period **and** has filed a grievance disputing such discharge or suspension, benefits set out in the welfare provisions of the Agreement shall cease for the employee. The Company shall, within one (1) week of the discharge or suspension, send by registered mail to the address of the employee on record with the Company, a copy of this provision of the Collective Agreement, together with the amount of premium required and the dates when such are due.

The employee may, at his/her option, reply in writing within two (2) weeks from the filing of his/her grievance on the discharge or suspension, to the Company for continued coverage under this Article, and pay to the Company the amount of any premiums to provide him/her with the benefits set out in this Article during the period subsequent to his/her discharge or suspension, up to the time an Arbitration Board makes a final or binding decision on his/her grievance, or the end of his/her suspension, whichever is applicable.

The Board of Arbitration, if the grievance is successful, shall be limited to reimbursement for the employee for welfare to the amounts paid by the employee for coverage maintenance during such aforementioned periods.

**22.04** The Company agrees to continue in full force and effect for regular full-time seniority employees, during the term of this agreement, its existing Health and Welfare coverage or its equivalent, and contribution towards the cost currently in effect, which may be improved during the duration of the agreement.

1. Group Life Insurance - Company contribution seventy percent (70%).
2. Accidental Death & Dismemberment - Company contribution seventy percent (70%).
3. Dependent Life Insurance - Company contribution seventy percent (70%).



4. Employer Health Tax Credit - 100% Company paid.
5. Short term disability (sick leave) - 100% Company paid.
6. Long term disability - Company contribution zero percent (0%).
7. Health - Company contribution seventy percent (70%).
8. Vision Care - Company contribution seventy percent (70%).
9. Pension Plan - Company contributes 5.0% of basic earnings.
10. Dental Plan - Company contribution seventy percent (70%).

22.05 Company Pension Contributions as per 22.04 are only payable for actual time worked and during a bumping period as per Article 15.03. Company Pension Contributions will cease during the four (4) week notice period of any layoff where the employee is paid in lieu of notice.

22.06 Vacation Pay is only payable for actual time worked and during the bumping period as per Article 15.03. If pay in lieu of notice is given, the Union and the Company agree that vacation pay is not owing.

### **ARTICLE 23 - VACATIONS WITH PAY**

23.01 All employees with less than twelve (12) months service as of June 30th shall be entitled to vacation at their current rate of pay. Vacation entitlement shall be calculated on the basis of five-sixths (5/6) of a day vacation for each month of service rendered in the preceding vacation year. Vacation entitlement is subsequent to June 30th.

23.02 Employees with one (1) year but less than two (2) years of continuous service at June 30th shall receive two (2) weeks of vacation with pay at current rate.

23.03 Employees with two (2) years but less than eight (8) years of continuous service at June 30th shall receive three (3)

weeks of vacation with pay at current rate.

23.04 Employees with eight (8) years but less than seventeen (17) years of continuous service at June 30th shall receive four (4) weeks of vacation with pay at current rate.

23.05 Employees with seventeen (17) or more years of continuous service at June 30th shall receive five (5) weeks of vacation with pay at current rate.

23.06 Vacation pay shall be the greater of:

- a) as provided in Articles 23.01, 23.02, 23.03, 23.04 and 23.05, or
- b) as provided in the Canada Labour Code as amended from time to time.

23.07 By March 1st of each calendar year, the Company shall post a reminder call and calendar for Vacation Scheduling Requests for the upcoming vacation year July 1st through to June 30th of the following year. Employees must submit their vacation request on a form prescribed by the Company by March 31st. All employees who have failed to submit their request by March 31st will lose their seniority preference for vacation.

By April 15th of the same calendar year, each department will post a calendar, with employees listed in order of seniority indicating approved employee vacation requests. Those employees being denied their requested vacation will have five (5) working days from April 15th to submit an alternate vacation request with seniority preference for remaining vacation periods available on the calendar as posted on April 15th.

The Company will post the confirmed vacation schedule in each department by May 1st of each year.

**23.08** The vacation year shall be from July 1<sup>st</sup> to June 30<sup>th</sup>. In no case shall vacation allowance be carried over or accumulated from one vacation year to the next except by special written permission from the Station Manager.

**23.09** The Company agrees to co-operate with the employees in making provisions that, where possible, employees may take two weeks of their annual vacation in a single period and if work load permits to make provision for those having more than two (2) weeks vacation to take the complete vacation at one time.

**23.10** Part-time employees shall be covered by this Schedule when required by legislation.

**23.11** An employee terminating employment at any time in the vacation year, prior to using his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, to be paid with his/her final pay.

Should an employee resign without proper notice vacation pay shall be calculated in accordance with the Canada Labour Code. It is expected that employees will provide two (2) weeks notice of resignation.

**23.12** On normal retirement, an employee with at least ten (10) years of Company service, shall be entitled to the same vacation or vacation pay which would have been earned if the employee had continued his/her employment to the end of the vacation year.

**23.13** The employer reserves the right to alter scheduled vacations up to thirty (30) days prior to the intended commencement of such vacation and the employee shall accept such decision. Should an employee suffer any provable monetary loss as a result of such management decision, the employee shall be entitled to full reimbursement of such losses.

Should the employer fail to give an employee proper notification of vacation schedule changes, all time worked during the employee's intended vacation period shall be paid at double the prevailing rate. (The employee is still entitled to his/her vacation at a time mutually agreeable to the employer and employee) An employee shall be entitled to time, in lieu of wages, at a time that is mutually agreeable to the employer and employee.

## **ARTICLE 24 - STANDBY AND CALL-BACK**

### **24.01**

- a) For all employees the standby rate is \$1.34 per hour.
- b) When an employee is designated by the Company to stand by for duty in a supervisory capacity not covered by this agreement, the employee shall be entitled to stand by pay when so designated.

**24.02** When employees are called back to work after a completed tour of duty, the employee shall be paid at the rate of one and one-half (1 1/2) times their basic hourly rate of pay for actual time worked with a minimum credit of four (4) hours.

Call-back refers to unscheduled hours worked that are not expected to extend into the next tour of duty and only applies when the work being performed is required between tours of duty on consecutive calendar days or on the calendar day prior to days off, holidays and vacation.

## **ARTICLE 25 - TRANSPORTATION**

**25.01** Employees using their cars for business purposes, with prior approval of their supervisor, may submit a claim for mileage at the end of each month. Mileage will be paid at the end of each month. Mileage will be paid at the rate of thirty-three (\$.33) cents per kilometre with a minimum claim of one point six kilometres (1.6 km.) in a one (1) month period. This does not include travel to and from home and work, but covers assignments from the Station to Areas distant from the Station

and must have prior approval by the employee's supervisor.

25.02 Employees using a taxi for transportation, as approved by their supervisor shall be reimbursed the full costs of such transportation on submission of receipted expense claim. The Company shall make available to employees on work assignments expense vouchers or petty cash for taxi purposes, if approved by their supervisor, whenever such assignments require a travelling distance.

Employees who are called in or are working overtime, and their tour of duty commences or ends when public transportation is not available, may claim reimbursement of a taxi ride home, when required, to a maximum of twenty dollars ( \$20), upon submission of a proper receipt.

25.03 Per Diem (In Town, Out of Town)

Employees who are on special assignment or out of town overnight shall be reimbursed for meals and accommodations, to a maximum per diem for meals of:

Breakfast	\$ 8.00
Lunch	15.00
Dinner	<u>20.00</u>
Total:	\$43.00

Where exceptional conditions require higher per diem than those contained herein, the Company will, with prior approval, provide an additional amount based on conditions at the location concerned. Meal allowance will be cumulative from one meal to the next.

**An** employee is not entitled to a per diem if the Company pays the cost of the meal or a reasonably nutritious meal is otherwise provided at no cost to the employee.

## **ARTICLE 26- BARGAINING UNIT WORK**

26.01 The Company agrees that it shall not permit non-bargaining unit persons to regularly perform work normally performed by bargaining unit employees to the extent that bargaining unit employees are laid off or denied overtime as a result thereof.

Students from a recognized educational institution shall not be considered employees as defined under this agreement. Practicum students shall be allowed to perform unsupervised bargaining unit work for the duration of the practicum which shall not exceed six (6) weeks, after an initial training period of five (5) working days. The Union shall not unreasonably deny requests for waivers where the educational institution requires a longer practicum.

It is understood that this article has been agreed to so that students on practicum can get work experience without hindering the day to day operations of the station. They will not be used to displace bargaining unit employees.

Displacement shall mean the layoff, dismissal, termination, reduction in regular hours of work, or the failure to recall from layoff a full-time employee, or to avoid the hiring of employees, or for the purpose of avoiding penalties stipulated under this collective agreement.

## **ARTICLE 27- ACCESS TO PERSONNEL FILE**

27.01 An employee shall have the right two (2) times per year providing he gives at least fifteen (15) days notice to have access to and review his/her personnel file and shall have the right to respond in writing to any document contained therein, and such reply shall become part of the permanent record. The Union has unlimited access, with employee permission, to the personnel file from the moment the grievance is launched to the moment arbitration starts.

A disciplinary file containing a record of past commendations and disciplinary actions (as outlined in Article 28.00) will be maintained at the Timmins location for each employee covered by this Collective Agreement. Copies of these files will be forwarded to Sudbury for inclusion in the employee's personnel file.

## **ARTICLE 28 - ADVERSE REPORT**

28.01 The Company shall notify an employee in writing of an expression of dissatisfaction concerning his/her work within seven (7) working days of the event of the complaint with copies to the Union and the Representative. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her in regards to discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Company, whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record if it is made within seven (7) working days of the Company's correspondence.

28.02 The record of an employee shall not be used against him/her at any time after eighteen (18) months following suspension or disciplinary action, including letters of reprimand or any adverse report, provided that the employee does not incur any further related disciplinary actions within the eighteen (18) month period. The Company will remove a letter of reprimand or adverse report from an employee's file at the end of this time period on receipt of a written request from the employee to do so.

## **ARTICLE 29 - REPRESENTATION**

29.01 The Company acknowledges the right of the Union to appoint or otherwise select the following:

- (a) One (1) steward from each department with four (4) or more employees or a combination of departments whose total **employees** are 4 or greater.

#### 29.02 **Union Officers and Committee Members**

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including the investigation and processing of grievances and attendance at meetings with the Company. Permission to leave work during hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked at regular hourly rates.

The Company recognizes the right of employees to have Union Representation with respect to administration and provision of the collective agreement. Such representations shall not interfere unduly with the normal operation of the Company, with the normal job duties of the representative and the Union business is dealt with in a prompt manner.

#### 29.03 **Representatives**

The Company shall not bargain with or enter into any other agreement with any employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Company without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson.

#### 29.04 **Union Negotiating Committee**

A Union Negotiating Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Company of the Union members of



the Committee. The Union will reimburse the Company for wages paid to Union Negotiating Committee members while engaged in negotiations. Additional wage costs resulting from necessary rescheduling shall also be reimbursed to the Company. Time spent in negotiations shall be considered as time worked for the purposes of seniority accrual and benefit coverage.

The employees elected to the Union Negotiating Committee shall be provided with one (1) common day off to attend a pre-negotiation meeting. The Union shall provide the Company with as much advance notice as possible, with a minimum of seven (7) days, prior to such pre-negotiation day. Time off to attend these sessions shall not be viewed as a Leave of Absence for Union Functions and shall not be treated as such.

The Union will reimburse the Company for the wages paid to the Union Negotiating Committee Members for the purpose of conducting negotiations and pre-negotiation meetings. Additional wage costs resulting from necessary rescheduling shall also be reimbursed to the Company.

29.05 The parties agree to maintain a Labour/Management Committee, with two (2) members from each side, as the initial forum for resolving matters relevant to the successful working relationship between management and staff. The Committee shall meet monthly or at the call of either party.

### **ARTICLE 30 - POSTING OF COURSES**

The Company shall post all training courses for which employees may be selected for a period of not less than ten (10) days. The bulletin shall contain:

- a) type of course;
- b) time;
- c) duration;
- d) location;

- e) minimum qualifications.

With prior authorization and a certificate of successful completion the Company will share the cost of courses depending on the value and relevance to the job as determined by the Company. The Company will consider courses brought forward by employees.

### **ARTICLE 31 - PAID HOLIDAYS**

31.01 Each employee shall have the following holidays with full pay: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. In addition, each employee having at least one (1) year of Company service is eligible for one (1) additional floating holiday within the vacation year. This day shall be taken at a time mutually agreed upon by the employee and the Company and shall not be carried over into the next vacation year.

31.02 It is the intent of the Company to protect eligible employees against the loss of straight time pay on holidays enumerated in Article 31.01 above. For this purpose, the Company agrees to pay on each of such holidays for the number of straight time hours the employee would have worked had there been no holiday, subject to conditions hereinafter enumerated.

31.03 In order to be eligible for pay on a statutory holiday an employee must:

- (a) have worked thirty (30) days with the Company;
- (b) have worked fifteen (15) days during the thirty (30) calendar days immediately preceding the general holiday (vacations and reserve time are considered as time worked);
- (c) worked the scheduled day after the holiday.

Long term disability and Company paid sick leave employees shall maintain the respective disability compensation during pay periods that include paid holidays as outlined in this article.

31.04 An employee, required to work on a statutory holiday, shall receive his/her regular daily wages plus one and one-half (1 1/2) times his/her regular rate of pay, or if he/she chooses, his/her regular rate of pay plus one and one-half (1 1/2) days off with pay. The one and one-half (1 1/2) days off must be taken during the thirty (30) days immediately preceding or following that statutory holiday at a time mutually acceptable to the employee and his/her immediate supervisor, or it will be automatically paid. If the employee wishes the one and one-half (1 1/2) days to be taken outside the thirty (30) days it must be approved by his/her supervisor. Time may not be accumulated, without a specific date assigned.

An employee required to work beyond his/her regular shift (overtime) on a statutory holiday shall be paid three (3) times regular rate for all hours worked beyond his/her regular shift.

31.05 An otherwise eligible employee, who is scheduled to work one (1) of the above holidays, but does not report for work and work as scheduled, shall forfeit his/her holiday pay for that particular holiday.

31.06 If any of the above holidays set out in Article 30.01 hereof is observed during a regular scheduled work week during an employee's vacation, the employee, if otherwise entitled to holiday pay, shall be given an additional day off with pay at the close of the employee's vacation, or at another time mutually acceptable to the employee and his/her immediate supervisor.

31.07 If a holiday falls on a day that is a non-working day for an employee, if otherwise entitled to holiday pay, a holiday with pay is to be added to his/her or her annual vacation, or granted at another time mutually convenient.

31.08 If New Year's Day, Canada Day, Christmas Day or Boxing Day falls on a Sunday or Saturday that is a non-working day for an employee, the employee is entitled to a holiday with pay on the working day immediately preceding or following the general holiday, or at another time mutually acceptable to the employee and his/her immediate supervisor.

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

### 32.01

- a) The parties recognize there are production and operation requirements which necessitate overtime being worked. The Company will not require Employees to work an excessive amount of overtime. An Employee may, in mitigating circumstances, request that he/she be relieved from working overtime. Where the Company determines it can reasonably grant such a request, it will do so.
- b) The regular work week shall consist of forty (40) hours for all full time employees, inclusive of a daily paid meal break.
- c) Overtime shall be defined as work performed beyond the normal unit of hours in the work day or work week. Overtime shall be paid at one and one-half (1 1/2) times the normal hourly rate for the first four (4) hours and twice (2 x ) the regular hourly rate thereafter. Except for charged out programs, if the employee chooses this time may be placed in reserve, at the respective rate of overtime (i.e. one and one-half (1 1/2) hours or two (2) hours for every overtime hour worked to a maximum balance of twenty-four (24) available hours in reserve. This reserve time must be taken within 30 days or at a time mutually acceptable to the employee and his/her immediate supervisor, or it will be automatically paid.

## **RECAP – Overtime Rates**

### **Hours Worked**

8 hour standard work day

0-8

8-12

Over 12

### **Rate**

Basic

1 1/2 Basic

2 Basic

### **Hours Worked**

10 hour standard work day

0-10

10-12

Over 12

### **Rate**

Basic

1 1/2 Basic

2 Basic

- d) Overtime and extra time shall be, insofar as is practicable, evenly distributed among those employees normally performing such work.
- e) Any Employee who works in excess of twelve (12) consecutive hours is entitled to a one-half (1/2) hour paid lunch period. If the 12 consecutive hours run past midnight the Employee is entitled to a dinner per diem as outlined under Article 25.03, in lieu of the one-half (1/2) hour paid lunch period.
- f) Short notice of shift change shall be paid at an overtime rate of one and one-half (1 1/2) regular rate.

32.02 A regular full-time employee is one who is regularly scheduled to work forty (40) hours per week exclusive of hours scheduled to replace employees on sick leave, vacation or leave of absence.

32.03 There shall be two (2) consecutive days off for employees when practical. These two (2) consecutive days off may be in separate work weeks.

32.04 All out-of-town travel time for assigned personnel shall be deemed as hours worked by the employee and paid accordingly. Employees on out-of-town assignment as per this Article

or Article 5.04 b) shall receive single occupancy hotel/motel accommodations, when available at the location, at the **Company's expense**.

32.05 Work schedules shall be determined seven (7) days prior to the commencement of the scheduled work week. Changes may be made to these schedules up to 1:00 p.m. the day before tour of duty without overtime penalty for short notice of shift change as outlined in 32.01 (f). The Company will be deemed to have given notice of shift change when the employee is notified prior to 1:00 p.m. the day before, regardless of whether the employee is working on the day prior to the changed tour of duty. There shall be no payment for hours scheduled but subsequently cancelled on short notice. The minimum call-in shall be 4 hours in duration.

### **Overtime on Regular Days Off**

Overtime shall be paid at the rate of double time if an Employee is required to work on a scheduled day off with less than 48 hours notice. The Employee shall accept such alterations without penalty whenever 48 hours or more notice is given.

When forty-eight (48) hours or more notice is provided, overtime on a regular day off (RDO) shall be paid at one and one-half (1 1/2) times the regular hourly rate up to the standard shift length, and two (2) times the regular hourly rate thereafter. If an employee is required to work on his/her 2<sup>nd</sup> or 3<sup>rd</sup> regular day off (RDO) after having worked the prior regular day(s) off (RDO's), overtime shall be paid at two times the regular rate up to the standard shift length, and two and one-half (2 1/2) times the regular rate thereafter.

The minimum call-back or scheduled shift on a Regular Day Off (RDO) shall be four (4) hours in duration.

**Recap  
Work on Regular Days Off  
(48 hours or more notice)**

1st Day Off	2nd Day Off Having Worked the 1st RDO	3rd Day Off Having Worked the 1st and 2nd RDO's
Hours up to standard shift 1 1/2 basic rate	Hours up to standard shift 2 times basic rate	Hours up to standard shift 2 times basic rate
Hours beyond standard shift 2 times basic rate	Hours beyond standard shift 2 1/2 times basic rate	Hours beyond standard shift 2 1/2 times basic rate

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1st Day Off	2nd Day Off Having Worked the 1st RDO	3rd Day Off Having Worked the 1st and 2nd RDO's
Hours up to standard shift 2 times basic rate	Hours up to standard shift 2 times basic rate	Hours up to standard shift 2 times basic rate
Hours beyond standard shift 2 times basic rate	Hours beyond standard shift 2 1/2 times basic rate	Hours beyond standard shift 2 1/2 times basic rate

### 32.06 Minimum Turn-Around

A turn-around period is the period of at least twelve (12) hours between the end of one (1) tour of duty and the commencement of the next tour of duty, or between the end of a call-back and the commencement of the next tour of duty, whichever is later.

All time scheduled and/or worked during any of the above turn-around period shall be compensated for, in addition to the regular basic rate, at one-half (1/2) time the basic rate for the portion of such assignment which encroaches on such turn-around period.

### 32.07 Temporary Upgrading

- a) Whenever an employee is:
  - a) assigned a task for a period extending less than fifteen (15) consecutive days, and
  - b) the assigned task is in a classification which has a starting rate above the starting rate in his/her posted classification, the Company shall pay an additional one dollar and forty cents (\$1.40) per hour, for all hours worked on this assignment.
- b) Where the Employee, with his/her consent, is designated by the Company to temporarily act in a supervisory position not covered by this Agreement, the Employee so designated shall be entitled to the upgrading set forth in 32.07 a).
- c) Whenever an employee is assigned task of training another employee in a new position, the Company agrees to pay the employee providing the training upgrading as set forth in 32.07 a).
- d) The temporary upgrading minimum shall be two (2) hours per day.



**32.08 Meal Periods:** To all tours of duty a first meal period of no less than one (1) hour shall be assigned, beginning not earlier than the start of the third (3rd) hour of the tour and ending no later than the end of the fifth (5th) hour of such tour. A meal displacement penalty equal to one-half (1/2) hour at one and one half (1 1/2) times the regular rate (3/4 of an hour pay) will be paid if the employee receives less than one-half (1/2) hour of their meal period during the third (3rd) and fifth (5th) hour of a tour of duty.

Should operational requirements deem that the employee receives less than one half (1/2) hour lunch period, the employee shall be paid a meal displacement equal to one-half (1/2) hour at one and one half (1 1/2) times the regular rate (3/4 of an hour pay).

### **ARTICLE 33 - PART-TIME EMPLOYEES**

**33.01** A part-time Employee is defined as an Employee who is regularly scheduled 24 hours or less per calendar week on a two week averaging basis. **This** is exclusive of hours scheduled to replace an Employee on sick leave, vacation, maternity or paternity leave, or leave of absence.

**33.02** Overtime for part-time Employees is defined as any hours worked in excess of the regularly scheduled 8 - 10 hour shifts. Overtime in such instance shall be paid as outlined in 32.01.

**33.03** The number of part-time Employees, excluding cleaners and maintenance, working on any one day will not exceed 25% of the total full time bargaining unit.

**33.04** There shall be a minimum scheduled shift for part time employees of three (3) hours. There shall be a four (4) hour minimum call in for part-time employees.

33.05 As some part-time employees work in more than one job category, part-time employees will be placed at the start rate of the grid where it is expected they will most often work. On October 13, 1994, all part-time employees were slotted on their applicable salary grids at level start. Progression up the grid is based on hours accumulated subsequent to October 13, 1994. However, when a part-time employee is hired for a permanent position, he/she will be credited for any hours worked prior to October 13, 1994 for purposes of continuous service date with the Company. As well, if the part-time employee held the same job classification as the permanent position within the past three (3) months, those hours worked will be credited to reflect the appropriate grid level for the permanent position. This will ensure the employee is paid based on experience related to the specific job.

33.06 Part-time employees will progress from level to level once their accumulated hours equal those normally worked by a full time employee in their classification in a one year period.

#### **ARTICLE 34 - CLASSIFICATION AND RATES OF PAY**

34.01 When an employee is transferred into a classification with a start rate that is higher than the start rate in his/her posted classification, the employee shall be eligible to receive a salary increase of one full increment on his/her former classification grid at the time of transfer. This increase shall be granted provided the employee has the necessary skills, qualifications and experience as determined by the Company.

Following this increase, should the employee's new rate of pay fall between two levels on his/her new classification grid, his/her rate of pay shall again be increased to the higher rate of pay on the new grid. Following any transfer, the employee's date of transfer shall become the employee's anniversary date only for the purpose of progression up the salary grid as outlined in Article 34.02.

## 34.02

- a) Progression up the salary schedule within each classification shall automatically occur, barring documented deficiencies in performance, on the first complete pay period of the month nearest the employee's annual or semi-annual anniversary date of employment with the Company.
- b) Salary increments to the salary grids will be:

2001 – Year 1	3.0%
2002 – Year 2	3.5%
2003 – Year 3	3.5%

An employee overscale shall receive a lump-sum payment equal to 3.0% in year 1, 3.5% in year 2, and 3.5% in year 3, of his/her annual base salary on September 1st of the applicable year. Any employee on the grid or falling on the grid due to salary red-circling as per article 15.04 who receives less than the bargained percentage increases, shall receive the difference between his/her general wage increase in the form of a lump sum payment.

## Salary Grid

Salary Grid Timmins	Sept. 1/00 to Aug. 31/01	Annual Salary	Effective Sept. 1/01 3.0%			Effective Sept. 1/02 3.5%			Effective Sept. 1/03 3.5%			
			Annual Salary	BI-Weekly Rate	Hourly Rate	Annual Salary	BI-Weekly Rate	Hourly Rate	Annual Salary	BI-Weekly Rate	Hourly Rate	
<b>GROUP #1 - Clerical/Reception</b>												
Start	19,975	\$20,574	\$791	\$9.89	\$21,294	\$819	\$10.24	\$22,039	\$848	\$10.60		
6 Months	20,723	\$21,345	\$821	\$10.26	\$22,092	\$850	\$10.62	\$22,865	\$879	\$10.99		
Level 1	21,722	\$22,374	\$861	\$10.76	\$23,157	\$891	\$11.13	\$23,967	\$922	\$11.52		
Level 2	23,220	\$23,917	\$920	\$11.50	\$24,754	\$952	\$11.90	\$25,620	\$985	\$12.32		
Level 3 (Top of Grid)	24,968	\$25,717	\$989	\$12.36	\$26,617	\$1,024	\$12.80	\$27,549	\$1,060	\$13.24		
<b>GROUP #2 - Photo/ENG Operators</b>												
Start	20,513	\$21,128	\$813	\$10.16	\$21,967	\$841	\$10.51	\$22,632	\$870	\$10.88		
Months	21,392	\$22,034	\$847	\$10.59	\$22,805	\$877	\$10.96	\$23,603	\$908	\$11.35		
Level 1	22,272	\$22,940	\$882	\$11.03	\$23,743	\$913	\$11.41	\$24,574	\$945	\$11.81		
Level 2	23,445	\$24,148	\$929	\$11.61	\$24,993	\$961	\$12.02	\$25,868	\$995	\$12.44		
Level 3	24,909	\$25,656	\$987	\$12.33	\$26,554	\$1,021	\$12.77	\$27,483	\$1,057	\$13.21		
Level 4	26,961	\$27,770	\$1,068	\$13.35	\$28,742	\$1,105	\$13.82	\$29,748	\$1,144	\$14.30		
Level 5 (Top of Grid)	29,305	\$30,184	\$1,161	\$14.51	\$31,240	\$1,202	\$15.02	\$32,333	\$1,244	\$15.54		

Salary Grid Timmins	Sept. 1/00 to Aug. 31/01		Effective Sept. 1/01 3.0%		Effective Sept. 1/02 3.5%		Effective Sept. 1/03 3.5%	
	Annual Salary	Hourly Rate	Bi-Weekly Rate	Hourly Rate	Bi-Weekly Rate	Hourly Rate	Bi-Weekly Rate	Hourly Rate
<b>GROUP #3</b>								
<b>Technical Directors/ Producers, On-Air Anchor/PhotoJournalists, Creative Writer</b>								
Start	22,692	\$11.24	\$899	\$11.24	\$24,191	\$930	\$11.63	\$12.04
6 Months	23,664	\$11.72	\$937	\$11.72	\$25,227	\$970	\$12.13	\$12.55
Level 1	24,637	\$12.20	\$976	\$12.20	\$26,264	\$1,010	\$12.63	\$13.07
Level 2	25,935	\$12.84	\$1,027	\$12.84	\$27,648	\$1,063	\$13.29	\$13.76
Level 3	27,553	\$13.64	\$1,092	\$13.64	\$29,373	\$1,130	\$14.12	\$14.62
Level 4	29,825	\$14.77	\$1,182	\$14.77	\$31,795	\$1,223	\$15.29	\$15.82
Level 5 (Top of Grid)	32,418	\$16.05	\$1,284	\$16.05	\$34,560	\$1,329	\$16.62	\$17.20
<b>GROUP #4 - Jr. Technician</b>								
Start	24,554	\$12.16	\$973	\$12.16	\$26,176	\$1,007	\$12.58	\$13.03
6 Months	25,607	\$12.68	\$1,014	\$12.68	\$27,298	\$1,050	\$13.12	\$13.58
Level 1	26,660	\$13.20	\$1,056	\$13.20	\$28,421	\$1,093	\$13.66	\$14.14
Level 2	28,062	\$13.90	\$1,112	\$13.90	\$29,916	\$1,151	\$14.38	\$14.89
Level 3	29,817	\$14.77	\$1,181	\$14.77	\$31,787	\$1,223	\$15.28	\$15.82
Level 4	32,272	\$15.98	\$1,278	\$15.98	\$34,403	\$1,323	\$16.54	\$17.12
Level 5 (Top of Grid)	35,079	\$17.37	\$1,390	\$17.37	\$37,396	\$1,438	\$17.98	\$18.61

## Salary Grid Timmins

Sept. 1/00  
to  
Aug. 31/01Effective  
Sept. 1/01  
3.0%Effective  
Sept. 1/02  
3.5%Effective  
Sept. 1/03  
3.5%

Group # Classifications)

Annual  
SalaryAnnual  
SalaryBi-Weekly  
RateHourly  
RateAnnual  
SalaryBi-Weekly  
RateHourly  
RateAnnual  
SalaryBi-Weekly  
RateHourly  
Rate**GROUP #5****Sr. Technician**

Start

32,735

**\$33,717**

\$1,297

\$16.21

**\$34,897**

\$1,342

\$16.78

**\$36,118**

\$1,389

\$17.36

6 Months

34,044

**\$35,065**

\$1,349

\$16.86

**\$36,292**

\$1,396

\$17.45

**\$37,562**

\$1,445

\$18.06

Level 1

35,353

**\$36,414**

\$1,401

\$17.51

**\$37,688**

\$1,450

\$18.12

**\$39,007**

\$1,500

\$18.75

Level 2

37,535

**\$38,661**

\$1,487

\$18.59

**\$40,014**

\$1,539

\$19.24

**\$41,414**

\$1,593

\$19.91

Level 3

40,154

**\$41,359**

\$1,591

\$19.88

**\$42,807**

\$1,646

\$20.58

**\$44,305**

\$1,704

\$21.30

Level 4 (Top of Grid)

43,647

**\$44,956**

\$1,729

\$21.61

**\$46,529**

\$1,790

\$22.37

**\$48,158**

\$1,852

\$23.15

## **ARTICLE 35 - RECOGNITION**

Every production produced by members of the Timmins bargaining unit shall have credits legibly displayed clearly showing the job function performed by each member involved.

## **ARTICLE 36 - TERM OF AGREEMENT**

36.01 This agreement shall remain in full force and effect from September 1st, 2001 to midnight on the 31st day of August 2004. This agreement shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other party in writing as hereinafter set out.

36.02 Notice that either party wishes to amend or terminate the terms herein contained shall be given only during a period of not more than ninety (90) days and not less than thirty (30) days preceding the termination date contained in Article 36.01 above.

36.03 If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendments of this Agreement, or the making of a new agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until the provisions of the Canada Labour Code have been met, as amended from time to time.

## **MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**CTV Television Inc., MCTV (CFCL-TV & CITO-TV), Timmins  
(hereinafter called the "Company")**

**-AND-**

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE  
EMPLOYEES**

**LOCAL 667, TIMMINS  
(hereinafter called the "Union")**

The parties hereto agree that subject to the ratification by the bargaining unit the previous Collective Agreement which expired on August 31, 2001 shall continue in effect as amended below:

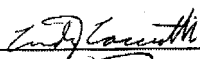
1. The term if the new agreement shall be September 1, 2001 to August 31, 2004;
2. The wage rates of employees shall be increased by 3.0% retroactively to September 1, 2001 and by 3.5% on September 1, 2002 and by 3.5% on September 1, 2003 and in addition, the rates contained in the wage groups of the Collective Agreement shall be increased by the same amounts.
3. All monetary items agreed upon, dated October 3, 2001, as attached will be paid retroactively to September 1, 2001.
4. The following fringe benefits will be modified as attached: Employee Life Insurance, Department Life Insurance, Accidental Death and Dismemberment Insurance, Vision Care and Extended Health Care.
5. The language of the Collective Agreement shall be amended in accordance with the following pages which are attached;



Signed in Timmins this 3rd day of October, 2001

For the Company:

  
\_\_\_\_\_  
Scott Lund

  
\_\_\_\_\_  
Cindy Cacchitti

  
\_\_\_\_\_  
Ray Laneville

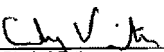
  
\_\_\_\_\_  
Len Gillis

For the Union:

  
\_\_\_\_\_  
Barry Gutcher

  
\_\_\_\_\_  
Tracy Tonelli

  
\_\_\_\_\_  
Jasmin Mathon

  
\_\_\_\_\_  
Cindy Vihntner

**LETTER OF UNDERSTANDING-**  
**Labour Management Committee**

**BETWEEN**

**CTV TELEVISION INC., MCTV (CFCL-TV & CITO-TV),  
TIMMINS**

**AND**

**INTERNATIONAL ALLIANCE OF THEATRICAL  
STAGE EMPLOYEES  
LOCAL 667 (TIMMINS)**

The parties agree to maintain a Labour/Management Committee, with two (2) members from each side, as the initial forum for resolving matters relevant to the successful working relationship between management and staff. The Committee shall meet monthly or at the call of either party.

**LETTER OF UNDERSTANDING - STATION VEHICLE**  
**SAFETY EQUIPMENT**

**BETWEEN**

**CTV TELEVISION INC., MCTV (CFCL TV & CITO-TV),  
TIMMINS**

**AND**

**INTERNATIONAL ALLIANCE OF THEATRICAL  
STAGE EMPLOYEES**

**LOCAL 667 (TIMMINS)**

The Company and Union agree to provide and properly maintain the following safety equipment in all station vehicles:

- a) First aid kits;
- b) Emergency or survival kit;
- c) Fire extinguisher;
- d) Tow rope;
- e) Retaining grills or hold down for equipment.

The timing of the installation of this equipment and the specifications of the equipment shall be as mutually agreed by the Occupational Health and Safety Committee.

## LETTER OF UNDERSTANDING EMPLOYMENT EQUITY (EE)

The parties jointly agree and support the goals of Employment Equity in our society. Both parties also recognize that special efforts will be necessary to improve the opportunities for permanent employment of designated group members. The parties desire to make those efforts without:

- a) lowering the high standards of performance expected of employees and co-workers, and;
- b) placing any quotas or targets on the number of designated group members who must be hired.

To take action on our beliefs, the parties have agreed to the following undertaking:

### **1. EE SCHOLARSHIPS AND EE CO - OPERATIVE PLACEMENTS**

In support of MCTV's scholarship program for designated group members, ee co-operative work placements will be made available to students from these groups as one method of increasing their qualifications for future vacancies. While the work terms will include 'hands on' experience. The students shall not be allowed to displace fulltime employees.

### **2. EE SUMMER JOBS**

Each summer for the term of this agreement, the Company will post for a maximum of one (1) EE part time/term vacancy in the bargaining unit, which will be designated for designated group applicants. These employees shall fall under all conditions of work provided for in this agreement and by company policy, except that their eligibility for work above the standard hours of work (as defined in Article 33.01) shall be determined after canvassing the desires of the other employees in their work group. The duration of the ee term vacancy will be a maximum of 16 weeks in each year. The company may apply for government grants to offset the cost of providing these opportunities.

**3. EE TERM EMPLOYMENT**

The parties agree that a maximum of one (1) term vacancy of a maximum one (1) year in duration may be created in any year of the agreement, designated for a designated group member. The successful applicant shall fall under all conditions of work provided for in this agreement and by company policy, except that their eligibility for overtime (defined as hours worked in excess of 40/wk) shall be determined after canvassing the desires of the other employees in their work group. At the conclusion of the term, the employee will be terminated from our employ.

This Letter of Understanding may be terminated by either party, given 90 days written notice.

# 2001

## JANUARY

SUN	MON	TUES	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## FEBRUARY

SUN	MON	TUES	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

## MARCH

SUN	MON	TUES	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## APRIL

SUN	MON	TUES	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## MAY

SUN	MON	TUES	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## JUNE

SUN	MON	TUES	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## JULY

SUN	MON	TUES	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## AUGUST

SUN	MON	TUES	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SUN MON TUES WED THU FRI SAT

2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## OCTOBER

SUN	MON	TUES	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## NOVEMBER

SUN	MON	TUES	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## DECEMBER

SUN	MON	TUES	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

## JANUARY

SUN	MON	TUES	WED	THU	FRI	SAT
6	7	1	2	3	4	5
13	14	8	9	10	11	12
20	21	22	23	24	25	26
27	28	29	30	31		

## FEBRUARY

SUN	MON	TUES	WED	THU	FRI	SAT
3	4	5	6	7	1	2
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

## MARCH

SUN	MON	TUES	WED	THU	FRI	SAT
3	4	5	6	7	1	2
10	11	12	13	14	8	9
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## APRIL

SUN	MON	TUES	WED	THU	FRI	SAT
7	1	2	3	4	5	6
14	8	9	10	11	12	13
21	15	16	17	18	19	20
28	22	23	24	25	26	27
	29	30				

SUN	MON	TUES	WED	THU	FRI	SAT
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## How does my Registered Pension Plan work?

- Tax shelter - similar to an RRSP
- Contributions are deducted before tax
- Immediate tax savings
- Contributions are reported on your T4 slip (Pension Adjustment)
- Contributions are "locked-in"
- Must provide a retirement income



## Eligibility

- All full time employees
- Existing members
    - Immediate
    - Need to re-enroll in the RPP
  - New members
    - After 1 year of service
      - ▼ Under age 30 - voluntary
      - ▼ Age 30 and over - compulsory



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MAR 11 2003

## How much do I contribute?

- Member
  - 2.5% up to YMPE
  - 5% above YMPE
    - ▼ up to Revenue Canada maximum
- CTV
  - 5% of member earnings

YMPE for 1999 = \$37,400  
Earnings = base salary & commissions



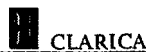
## What happens when I leave?

- After two years of plan membership you own the CTV contributions
  - all contributions are "locked-in"
- Before two years of plan membership CTV contributions remain in the plan
  - your contributions are not "locked-in"



## Your investment managers

- TD Quantitative Capital (passive)
  - index manager
  - cost containment
  - buys the market
- McLean Budden (active)
  - growth manager
  - team approach
  - focuses on large companies



## Enrolment Process

- Existing members:
  - complete re-enrolment form
- New Members:
  - complete enrolment form
    - ▼ signed by you and Human Resources
- ALL
  - Review your ComfortTalk workbook
  - Return forms to Human Resources - 7 days
  - Welcome letter, PIN and password to each member the month after you enroll



Summary of  
Your Group Benefits Plan



**FULL-TIME EMPLOYEES**

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MAR 11 2003

**GROUP CONTRACT NUMBER 9000M -**

**Sudbury  
Timmins  
Sault Ste. Marie  
North Bay**

**LIBERTY  
HEALTH™**

Helping people live healthier, safer, more secure lives.®

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Your Basic Accidental Death & Dismemberment Insurance, Travel Accidental Death & Dismemberment Insurance and Occupational Accidental Death & Dismemberment Insurance is underwritten by CIGNA Life Insurance Company of Canada.

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**OCCUPATIONAL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**.....XVII

## IMPORTANT INFORMATION

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This booklet summarizes the features of your Group Benefits program. It is not a legal document. If there are discrepancies between Group Benefits Contract No. 9000M between CTV Inc. and Liberty Health and the information in this booklet, the Group Benefits Contract will take priority and Liberty Health will follow the Group Benefits Contract when making decisions regarding your Group Benefits program.

The information contained in this booklet is important and we suggest that you keep the booklet in a safe place. The Benefits described in this booklet are only applicable if you and your Dependent(s) are insured according to the records maintained for the Group Benefits Contract.

Details regarding coverage and exclusions for specific items are available upon request. If you have any questions about your Group Benefits program, please contact your local Human Resources department.

Subject to our Collective Agreements, CTV Inc. may amend the Group Benefits program from time to time.

**If you require any information about your Group Benefits program, you can contact Liberty Health at 1-800-COVER-ME(1-800-268-3763) and immediately press #CTV (#288).**

# SUMMARY OF BENEFITS

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## Benefits Underwritten By Liberty Life Assurance Company of Boston

### ASIA GROUP LIFE INSURANCE

Full-time Employees - 3 times **annual** earnings.

- all amounts of insurance are rounded **up** to the next higher \$1,000.
- benefit reduces 50% at age 65 and ceases at the earlier of retirement or age 70.
- maximum issue limit - \$750,000.

### DEPENDENT LIFE INSURANCE

Spouse - \$12,000.                      Children - \$6,000.

- benefits cease at the earlier of retirement or age 70.

### LONG TERM DISABILITY BENEFIT

Benefits are based on 67% of your pre-disability monthly earnings (rounded to the next higher multiple of \$1.00, if not already a multiple thereof) up to a maximum benefit of \$4,000.

If you are entitled to benefits from certain other sources while on Long Term Disability, the amount of Monthly **Long** Term Disability benefit may be reduced as explained in the Integration of Benefits section of the Long Term Disability Benefit.

- benefits commence after 182 **days** of Disability.
- claim payments received are non-taxable benefits.
- benefits cease at the earlier of retirement or age 65.

## Benefits Underwritten By Liberty Mutual Insurance Company

### EXTENDED HEALTH CARE (EHC)

Deductible - Nil.

100% reimbursement of eligible charges, except for Prescription Drug charges.

### **Prescription Drugs**

Deductible - Nil.

90% reimbursement for generic **drugs**, and 75% reimbursement for brand name drugs (if generic available).

### **Hospital Accommodation**

Deductible - Nil.

100% reimbursement of the charge made by a hospital for semi-private room accommodation, which is in excess of the **standard** ward rate.

## **Hearing Aids**

Deductible – Nil.

100% reimbursement up to a maximum of \$500 per 48 consecutive months.

## **Vision**

Deductible - Nil.

100% reimbursement up to a maximum of \$250 per 24 consecutive months for frames, lenses and/or contact lenses.

**EHB Overall Maximum - Unlimited.**

## **DELUXE TRAVEL PLAN**

Deductible - Nil.

100% reimbursement of eligible charges.

## **CUSTOM DENTAL BENEFITS**

### **Deluxe Plan**

Deductible - Nil.

90% reimbursement of eligible charges, up to the amount specified in the applicable Fee Guide; except for Major and Orthodontic Services which are payable at 50%.

### **Maximum**

Basic Services - Unlimited

Major Services - \$2,000. per calendar year

Orthodontic Services - \$2,000. per lifetime

**Fee Guide** - Current Dental Association Fee Guide for General Practitioners in the province where treatment is rendered.

### **Note:**

You will become eligible for coverage under this Plan on the date of employment.

All **maximums** reflected under the Extended Health and Dental Benefits section apply to each Covered Person.

~~All~~ Extended Health and Dental benefits terminate at the earlier of retirement or age 70.

A calendar year is January 1 to December 31.

Your group Extended Health and Dental benefit plan is underwritten by Liberty Mutual Insurance Company. Your group life and Disability plan is underwritten by Liberty Life Assurance Company of Boston. However, we conduct **business** as "Liberty Health".

## DEFINITIONS

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The following definitions apply throughout the Benefit Booklet.

“Covered Person” means an Employee or Dependent of an Employee who is covered for benefits provided under this Plan and for whom the current premiums are being paid.

“Eligible Expense” means any Medically Necessary, reasonable and customary item of expense (unless specific maximums or limitations are indicated), at least a portion of which is covered under at least one of the plans covering the person for whom the claim is being made. When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service provided will be considered to be both an Eligible Expense and a benefit paid.

“Essential and **Material** Duties” means the duties which are required for the performance of an occupation and which cannot be reasonably omitted or modified.

“Government Plan” means any plan or arrangement provided by or under the administrative supervision of any government, including any provincial health insurance plan, workers’ compensation act or workplace safety and insurance act.

“Medical Emergency” means an acute, unexpected or unforeseen sickness or injury that requires immediate, non-discretionary medical attention.

“Medically Necessary” means a treatment, service or supply which is generally accepted by the medical profession as essential, effective and appropriate in the diagnosis, care or treatment of a specific medical condition, sickness or injury.

“Proof of Good Health” means all statements of medical evidence of a person’s health and other information required by Liberty Health affecting that person’s acceptability for coverage. Proof of Good Health must be provided on forms approved by Liberty Health for that purpose.

“Rehabilitation **Hospital**” means an extended-care hospital facility or institution which is licensed by the Public Hospitals Act of Ontario or the equivalent authority in other jurisdictions, which is regularly engaged in the care of patients who do not require active medical treatment but do require skilled nursing care and continued medical supervision for the acute phase of their sickness. The Rehabilitation Hospital must have a patient transfer agreement with an active treatment hospital and must be qualified to participate in and be eligible for subsidy under the provincial hospital plan. **This** term does not include a federal hospital, nursing home, home for the aged, private rest home, chronic care facility, health spa or hotel, establishment providing custodial care or an institution for the care and treatment of alcoholism, **drug** addiction or mental illness other than incidentally.

“**Dependents**” are defined as your legal Spouse (as described below), and unmarried, unemployed Dependent Children including natural, adopted or stepchildren. Children of a common-law Spouse may be covered if they are **living** with you.

“Spouse” is defined as the person who is legally married to you; or, although not legally married to you, is a person of the opposite or same sex who has continuously lived with you for a period of at least one year in a conjugal relationship outside marriage. Only one Spouse will be considered as being covered at any time.



**“Dependent Children”** are eligible for benefits if they are **less than 21** years of age or; if **21** years of age but less **than 25** years of age, they must be attending an accredited educational institution, college or university on a full-time basis.

Unmarried, unemployed children over **21** years of age **qualify** if they are Dependent upon you by reason of a mental or physical Disability and have been continuously so Disabled since the age of **21**. Unmarried, unemployed children who became Disabled while attending an accredited educational institution, college or university on a full-time basis prior to the age **25** and have been continuously so Disabled since that time also **qualify as** a Dependent.

**“Primary Residence”** means a place of residence in which you reside for a period not less than **6** months of the previous **12** month period.

# GENERAL PROVISIONS

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## ELIGIBILITY FOR COVERAGE

### a. Eligible Employees

You are eligible to enrol for benefits if you are able to perform the Essential and Material Duties of your regular occupation on a permanent full-time basis.

You can opt out of Extended Health, Vision or Dental benefits as a package, provided proof of alternate coverage is submitted to Liberty Health.

You should complete an application for coverage within 31 days of becoming eligible. Coverage is effective on the later of the date of eligibility or the date that application is made for Group Benefits provided you are actively at work on the effective date. If not actively at work when you would normally have become eligible, your coverage **will** commence when you return to work on a permanent full-time basis.

### b. Eligible Dependents

Dependent coverage begins for your eligible Dependents on the same date as your coverage, or as soon as they become eligible Dependents if added later, provided that Dependent benefits were applied for **within 31** days of their becoming eligible. If coverage is not applied for within this 31 day period, evidence of health on the Dependents may have to be submitted and approved before coverage begins.

## EVIDENCE OF HEALTH

Proof of Good Health is not required if application is made within 31 days of first becoming eligible, unless coverage exceeds any non-evidence limit. If coverage is not applied for within this 31 day period, evidence may be requested for you and your Dependents, if any, before benefits commence. The cost of obtaining evidence of health shall be paid by Liberty Health if you or your Dependent apply for coverage within 31 days of becoming eligible.

If you apply for Dental coverage more than 31 days after first becoming eligible to do so, coverage will be limited to \$150 per Covered Person during the first 12 months of coverage.

## ENROLMENT

At the time you commence employment, CTV Inc. will provide you with information regarding your Group Benefits Program. You will be required to complete and sign a detailed form which requests necessary information about you and **your** Dependents to allow CTV **Inc.** to administer the Group Benefits Program and for Liberty Health to administer, adjudicate and process claims. It is important for you to complete the enrolment form **within 31 days** as you will be required to submit Proof of Good Health if the enrolment form is not completed **within this** time period.

If you become covered, you will be issued an identification certificate to prove **your** entitlement to coverage **under** the Group Benefits Program. However, once **your** coverage is no longer in force, the identification certificate will be invalid.

To ensure that your Group Benefits coverage is kept up-to-date, it is important that you report any of the following information to CTV Human Resources:

- change of name
- change of beneficiary
- addition or deletion of Dependents
- change in marital **status**
- yearly Dependent student enrolment confirmation (age **21-25**)
- death of Dependents.

**TERMINATION OF COVERAGE**

Coverage for you and your Dependents will cease on the earliest of:

- the date your employment with CTV Inc. is terminated,
- the last day of the month for which premiums have been remitted on your behalf,
- the date on which you attain the termination age specified for a coverage in the *Summary of Benefits*,
- the date of your retirement,
- the termination date of the Group Contract, or
- the date of your death.

**SURVIVOR BENEFIT FOR YOUR DEPENDENTS**

**(Applicable to Extended Health Care, Deluxe Travel and Dental Care Coverages only)**

Coverage for your Dependents will continue after your death until the earliest of the following occurs,

- 90 days from the date of your death,
  - the date on which your Spouse remarries,
  - the date the person no longer qualifies as a Dependent,
  - the date on which the Dependent becomes eligible for similar coverage under another group contract,
- or
- the termination date of the Group Contract.

**MAKING CLAIMS**

**NOTICE OF CLAIM**

**(Applicable to Disability Benefits)**

Written notice of claim must be given to Liberty Health **at least 30 days** before the date Long Term Disability benefits are scheduled to begin. Within 15 days of receiving written notice of claim, Liberty Health **will** send **you** the forms required for **filing** proof of claim. **If** the forms are not provided on time, you may submit proof of claim using a written statement covering the **occurrence**, character and extent of the Disability. **If** the Contract terminates and written notice of claim is not given to Liberty Health within **six** months of the onset of Disability, the claim **will** be invalid.

## **PROOF OF CLAIM**

### **For Disability Benefits:**

Satisfactory written proof of claim must be given to Liberty Health within **90 days** of the date benefits would begin.

Liberty Health may require additional written proof of the continuance of Disability from time to time. Such proof must be submitted within **90 days** of the date the proof was requested.

### **For Life Benefits:**

If a Covered Person dies, satisfactory written proof of death must be submitted to Liberty Health **as soon as** reasonably possible.

### **For Extended Health and Dental Benefits:**

Written proof of claim must be received by Liberty Health not later than the end of the calendar year following the year in which the claim was incurred. On termination of a person's coverage for any reason, written proof of claim must be received **not later than 90 days** following the date of such termination.

### **For Deluxe Travel Benefits:**

Written proof of claim satisfactory to Liberty Health must be received by Liberty Health **not later than six months** following the date the **claim** was incurred.

Submit claims to: Global Excel Management Inc., 73 Queen Street, Lennoxville, Quebec J1M 1J3.

## **PAYMENT OF CLAIMS**

### **(Applicable to Life and Disability Benefits)**

Subject to the receipt of the required proof of claim, Long Term Disability benefits will be paid monthly in arrears. All other benefits will be paid promptly after the receipt for the required proof of claim.

Benefits payable **as** a result of your death will be paid to your last designated beneficiary. If, at your death, your beneficiary is not **alive** or if no beneficiary has been designated, the benefit will be payable to your estate.

All other benefits will be payable to you. If you **die** before **all** benefits payable to you have been paid, benefits will be payable to the person entitled to receive payment, where such payment is permissible **under** applicable law.

## **CLAIMING BENEFITS**

### **For Life and Disability Benefits**

Please obtain the necessary claim forms from CTV Inc. Certain portions must be completed by CTV Inc., the claimant and/or the attending physician. Once the claim **forms** are completed, they should be submitted to Liberty Health for processing.

Submit claims to: Liberty Health, Group Life and Disability Claims Department, Liberty Centre, 3500 Steeles Avenue ~~East~~, Markham, Ontario L3R 0X4.

## **For Extended Health and Dental Benefits:**

### **Assignment of Benefits to the Provider**

In cases where your Group Benefits plan permits direct payments to providers, you may wish to assign benefits to the provider of the service (e.g. hospital, pharmacist, dentist, optician). If assignment is acceptable to the provider, present your Identification Certificate and the provider **will** bill Liberty Health directly. No claim forms are necessary.

### **Direct Claims Submission**

Claims submitted directly to Liberty Health must include **original** receipts and a completed claim form. The claim form requires the following information:

- your name and complete address;
- your group and identification numbers;
- groupname;
- claimant's date of birth;
- Dependent's name (if claim is on behalf of a Dependent or Spouse) plus relationship to you.

Drug claims must indicate the prescription number, name, strength and quantity of the **drug** plus the **drug** identification number.

Submit claims to: Liberty Health, Liberty Centre, 3500 Steeles Avenue East, Markham, Ontario L3R 0X4.

### **COORDINATION OF BENEFITS**

**(Applicable to Extended ~~Health~~ and Dental Benefits)**

**Your** Liberty Health plan includes a coordination of benefits provision. If you have similar benefits through any other insurer, the amount payable through **this** plan shall be coordinated **as** follows, so that payment from **all** benefit plans does not exceed 100 percent of the Eligible Expense. Where both Spouses of a family have coverage through their own employer benefit plans, the first payer of each Spouse's claims is their own employer's plan. Any amount not paid by the first payer can then be submitted for consideration to the other ~~Spouse's~~ benefit plan (the second payer).

Claims for Dependent Children should be submitted **first** to the benefit plan of the Spouse who has the earlier birthday in a calendar year, and second to the other Spouse's benefit plan.

When submitting a **claim** to a second payer, be sure to include payment details provided by the **first** payer.

## **ALTERNATE BENEFIT PROVISION**

Liberty Health reserves the right to provide benefits based on the least costly item which would produce a professionally adequate result, consistent with accepted **standards**.

There are many ways to treat a particular Dental problem or condition and the cost of different procedures, services, courses of treatment and materials may vary considerably. Liberty Health may determine that a less expensive procedure than that suggested by the Dentist will provide a professionally adequate result which is consistent with accepted standards of Dental practice and may base benefits on that procedure. The difference between the amount payable by Liberty Health and the dentist's charge is your responsibility.

## **LIMITATION ON BENEFITS PROVIDED OUTSIDE THE PROVINCE OF RESIDENCE**

When you or your Dependents incur expenses outside your province of residence, Liberty Health will not pay **an** amount which is greater than it would pay for such expenses when incurred in your province of residence.

## **CONVERSION**

**(Applicable to Extended Health and Dental Benefits)**

When you or your Dependent ceases to be insured under the Group Contract, you may apply to convert to **an** individual plan. Application for conversion to an individual plan must be made **within 31 days** of leaving the group.

For details regarding conversion of Life Benefits, see Basic Group Life Insurance section.

# BASIC GROUP LIFE INSURANCE

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## PAYMENT OF DEATH BENEFIT

The amount of life insurance coverage in effect on the date of your death (as described in the *Summary of Benefits*) will be paid to your designated beneficiary when Liberty Health receives proof that you died while covered for this benefit.

## EXTENSION OF COVERAGE

In the event of your death within 31 **days** following termination of employment, the Group Life Insurance benefit **will** be paid to your designated beneficiary provided that any Individual Policy issued under the conversion privilege is surrendered.

## CONVERSION PRIVILEGE

If your Basic Group Life coverage ceases on or before **attaining** age 65, you may convert that insurance to an individual life insurance policy without providing Proof of Good Health in accordance with any **limits** under the Canadian Life and Health Insurance Association Guidelines. Written application and the required premium must be submitted to Liberty Health **within 31 days** of the date the group insurance is terminated.

## TERMINATION OF COVERAGE

*All* Group Life Insurance **will** terminate on the earliest of:

- (a) the date that you cease to be eligible for Group Life Insurance under this policy,
- (b) the date of termination of this coverage,
- (c) the day on which you attain the age limit specified in the *Summary of Benefits*,
- (d) the end of the grace period for which **any** premium has not been paid in full.

# DEPENDENT LIFE INSURANCE

## PAYMENT OF DEATH BENEFIT

The amount of coverage in effect on the date of your Dependent's death (as described in the *Summary of Benefits*) will be paid when Liberty Health receives proof that your Dependent died while covered for Dependent Life Coverage.

## ELIGIBLE DEPENDENTS

An eligible Dependent is defined in the Definitions section.

## COMMENCEMENT OF COVERAGE

Insurance on the Dependent begins on the later of the date the application for Dependent insurance was completed or the date you acquired the Dependent, provided the Dependent is not confined to a hospital. In this instance, coverage for the Dependent will commence on the date the Dependent ceases to be confined to hospital. In the case of a child born while this coverage is in force, the Dependent coverage on that child will become effective after 24 hours of age, even if confined to hospital.

## EXCEPTIONS AND LIMITATIONS

Dependents excluded from the policy include:

- any Spouse whose Primary Residence is not Canada, or
- any person for whom evidence of insurability, if required, is not approved by Liberty Health.

## CONVERSION PRIVILEGE

Upon termination, you may convert the insurance on the life of your Spouse in the same manner as under the Group Life benefit in an amount not to exceed the amount of insurance which terminated. The Conversion Privilege is available to your Spouse only - not to Dependent Children.

## EXTENSION OF COVERAGE

If your Spouse should die within 31 days of your termination of employment, the death benefit of the Spouse will be paid, provided that any individual policy issued under the Conversion Privilege is surrendered. Extension of coverage is available to your Spouse only - not to Dependent Children.



# LONG TERM DISABILITY BENEFIT

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A Monthly Long Term Disability benefit will be paid if you become Disabled while covered under the Long Term Disability Coverage and are under the continuing care of a Physician. The period of Disability which must elapse before benefits begin is shown in the **Summary** of Benefits. Benefits will continue while you remain Disabled until the Maximum Benefit Period is exhausted, subject to the terms and conditions of this Coverage.

The Monthly Long Term Disability benefit payable will be the amount in effect on the date you became Disabled, as described in the **Summary** of Benefits. However, that amount will be reduced as described under the Integration of Benefits provision.

Benefits payable for any period of less than one month will be paid at the rate of one-thirtieth of the Monthly Long Term Disability benefit otherwise payable multiplied by the number of days for which payment is being made.

## **DISABILITY (24 month own occupation plan)**

You will be considered Disabled during the elimination period shown in the **Summary** of Benefits and the next 24 months if, as a result of sickness or bodily injury, you are unable to perform the Essential and Material Duties of your regular occupation and are not working for wage or profit except as part of a rehabilitation program. If you engage in any business or occupation except as part of a rehabilitation program approved by Liberty Health, you will be deemed not to be disabled.

Thereafter, you will be considered Disabled if, as a result of sickness or bodily injury, you are unable to perform the Essential and Material Duties of any occupation for which you are reasonably fitted, or could so become, by education, training or experience and are not working for wage or profit except as part of a rehabilitation program. (The availability of occupations with CTV Inc. or any other employer will not be considered when determining whether you are considered Disabled.)

"Essential and Material Duties" are duties which are required in the performance of an occupation and which cannot be reasonably modified or omitted.

"Elimination Period" means the period of Disability which must elapse before Long Term Disability benefits become payable. The **Summary** of Benefits describes when benefits begin.

## **RECURRENT DISABILITY**

~~During~~ the elimination period, separate periods of Disability will be considered to be one period of Disability if they result from the same or related causes and are separated by a period of 30 days or less during which you had returned to work on a full-time basis. In that case, the elimination period will be extended by the number of days during which you had returned to work on a full-time basis.

After the elimination period, separate periods of Disability will be considered to be one period of Disability if:

- they result from the same or related causes and are separated by a period of **six** months or less during which you had returned to work on a full-time basis; or
- they result from entirely unrelated causes and are separated by a period of less than one full **day** during which you had returned to work **on** a full-time basis.

If a period of Disability is considered to be a continuation of a previous Disability and benefits had previously been payable, your benefits will resume immediately and will continue until the earlier of retirement or age 65. The same Monthly Long Term Disability benefit amount that **was** applicable on the original date of Disability began will be payable, subject to the Integration of Benefits provision.

### **INTEGRATION OF BENEFITS**

Monthly Long Term Disability benefits are coordinated with income payments to which you become entitled **as** a result of the current Disability. The benefit coordination is applied **as** follows:

- A.** The amount of Monthly Long Term Disability benefit from the Long Term Disability coverage shall be reduced by income from **all** other sources, including:

any Disability benefits available from the Canada or Quebec Pension Plan (employee benefits only), the Workplace Safety and Insurance Act or *similar* legislation,  
Disability benefits available under any other Government Plan, excluding Dependent benefits payable to you under the Canada or Quebec Pension Plan,  
retirement benefits provided by any employer or Government Plan,  
income or benefits payable under any group program provided by or through CTV Inc.,  
income or benefits payable under a plan sponsored by an association, union or fraternal organization of which you are a member,  
income replacement benefits payable under any plan of automobile insurance, where such reduction is not prohibited by law, and  
wages or remuneration payable from any employer but excluding 50% of earnings received under an approved rehabilitation program.

- B.** The amount determined in **A.** above is further reduced if necessary, so that the amount of Monthly Long Term Disability benefit, together with **all** amounts of income described in **A.** above plus Dependent benefits payable to you under the Canada or Quebec Pension Plan, does not exceed 85% of net pre-disability earnings, except **as** provided under a rehabilitation program.

**During** the period of an approved rehabilitation program, the amount of Monthly Long Term Disability benefit **as** defined above will be further reduced if necessary, so that the amount of Monthly Long Term Disability benefit together with **all** amounts of income described in paragraph **A.** above, including 100% of earnings received from a rehabilitation program and Dependent benefits payable to you under the Canada or Quebec Pension Plan, does not exceed 100% of your indexed net pre-disability earnings.

**During** the **first** 12 months in which you are disabled, your “Indexed net pre-disability earnings” equals your net pre-disability earnings. After this period, your indexed net pre-disability earnings will be increased on each anniversary of the date your disability began, by the rate of increase in the Consumer Price Index **as** published by Statistics Canada for the preceding calendar year.

Your indexed net pre-disability earnings will not be decreased by a drop in the Consumer Price Index.

The amount of the Long Term Disability benefit payable **will** not be affected by subsequent cost of living adjustments to the Canada or Quebec Pension Plan payments.

## REHABILITATION PROGRAM

If you are Disabled, Liberty Health may at any time require you to join a program of rehabilitation for return to employment which is appropriate for your circumstances. Participation in an approved program of rehabilitation will not disqualify you for Long Term Disability benefits while the rehabilitation program continues and while you continue to be otherwise eligible for benefits.

Refusal to enter and participate in a rehabilitation program considered appropriate by Liberty Health will result in termination of your eligibility for Long Term benefits payments.

**Your** rehabilitation program will consist of either or both of the following:

- Full-time or part-time work or employment for compensation or profit;
- A vocational training or re-training program or period of work for the purpose of rehabilitation.

Liberty Health will pay for expenses you incur, other than usual employment expenses, for services and equipment associated with an approved rehabilitation program, provided the expenses are approved in advance by Liberty Health in writing,

Payment for such services and equipment is limited to an overall lifetime maximum of \$25,000.

## SURVIVOR BENEFIT

If you are receiving Monthly Long Term Disability benefits under this Coverage at the time of your death, Liberty Health **will** pay a lump *sum* amount equal to three times the *sum* of:

- the next amount of your last Monthly Long Term Disability benefit payment; and
- any amount by which your Monthly Long Term Disability benefit payment was reduced by earnings received for work performed.

The Survivor Benefit is payable to your Spouse, if living. If there is no Spouse, the Survivor Benefit is payable in equal shares to your Children (or to a Child's legal guardian, if the child is under age 18). If there is no Spouse or Child, payment will be made to your estate.

## EXCLUSIONS AND LIMITATIONS

**Monthly Long Term Disability Benefits are subject to the following limitations:**

EXISTING CC IS '1

A preexisting condition is a sickness or bodily **injury** for which you have received medical treatment, care or **services** (including diagnostic measures), consulted a Physician or been prescribed medication during the three months prior to the effective date of your Long Term Disability coverage.

**Long** Term Disability benefits **are** not payable for any Disability which is due to a preexisting condition and which begins within 12 months after the effective date of your Long Term Disability coverage.

## **DRUG AND ALCOHOL PROVISION**

Long Term Disability benefits are not payable for any Disability caused by the use of drugs or alcohol unless you are engaged in, and complete, a recognized rehabilitation program specifically for the treatment of substance abuse. Such treatment must begin before the elimination period for **Long** Term Disability benefits ends.

However, this limitation will not apply if the Disability is due to a related organic disease.

### **Monthly Long Term Disability Benefits will not be payable for any of the following:**

1. any period during which you are not under the continuous active care and treatment of a physician who is a duly qualified specialist;
2. any period during which you are imprisoned;
3. any period of time during which Canada is not your primary residence;
4. any Disability due to or resulting from self-inflicted injury or sickness;
5. any Disability due to or resulting from insurrection, war (declared or not) or the hostile actions of the armed forces of any country, service in the armed forces or participation in any riot, civil commotion or other act of aggression unless on work assignment for CTV Inc.;
6. any Disability due to or resulting directly or indirectly from committing or attempting to commit a criminal act under legislation in the jurisdiction where the act was attempted or committed;
7. any Disability during the period:
  - you are on formal maternity leave of absence taken in accordance with federal or provincial law, or mutual agreement between you and your Employer, or
  - you are receiving Employment Insurance maternity benefits or would be entitled to receive benefits with satisfactory application.

**TERMINATION OF BENEFIT PAYMENTS**

Long Term Disability benefit payments will end if:

1. You are no longer Disabled as described above;
2. You have received Long Term Disability benefits for the maximum benefit period indicated in the *Summary of Benefits* or have attained age 65, whichever is earlier;
3. You fail to provide satisfactory proof of the continuance of Disability, or fail to undergo an independent medical examination which has been requested by Liberty Health;
4. You are no longer under continuing medical supervision and treatment considered satisfactory by a Physician or Physicians designated by Liberty Health;
5. You refuse to enter and participate in a program of rehabilitation which is considered appropriate by Liberty Health and which would facilitate a return to your own occupation or another occupation;
6. You retire; or
7. You die.

**WAIVER OF PREMIUM**

If you are Disabled and receiving Long Term Disability benefits, your Long Term Disability Coverage will be continued at no cost to you.

# EXTENDED HEALTH BENEFITS

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Coverage is available only if you and your Dependents are entitled to benefits under a provincial health insurance plan or another plan providing comparable benefits.

If you incur Eligible Expenses on or after the effective date of coverage, Liberty Health will reimburse you according to the reimbursement percentage outlined in the **Summary** of Benefits, provided such Eligible Expenses are determined by Liberty Health to be:

- for services and supplies specified in the list of Eligible Expenses for Extended Health Care Coverage;
- authorized in writing by a physician except as otherwise specified in this coverage;
- Medically Necessary;
- reasonable and customary;
- in excess of any applicable deductible shown in the **Summary** of Benefits; and
- not in excess of any maximums stated in the Eligible Expenses section of this coverage or the Summary of Benefits.

The reimbursement percentage, deductible and overall maximum are shown in the **Summary** of Benefits.

## BENEFITS

### Hospital Services

**a) Hospital Accommodation** - if you or your Dependent is hospitalized in a hospital or a Rehabilitation Hospital, or in a contracted private hospital which has a formal agreement with Liberty Health, payment will be made for room and board charges up to the difference in amount between the hospital's standard ward charge and the semi-private room charge. However, it does not include nursing homes, convalescent hospitals, homes for the aged or rest homes, homes for alcoholics, drug addicts, chronically ill or the mentally ill other than incidentally.

Charges made by a Rehabilitation Hospital will not be considered unless confinement occurs immediately following at least five **days** of in-patient hospitalization in a public general hospital. Benefits will be limited to \$20 per day.

When hospital accommodation charges are incurred outside your province of residence, Liberty Health will not pay an amount which is greater than it would pay for hospital accommodation when incurred in your province of residence.

**b) Diagnostic Services** - charges by a hospital or licensed medical laboratory for diagnostic services which are not covered by a Government Plan.

**Ambulance** - charges by a licensed ground or air ambulance service for transporting you to the nearest hospital where adequate medical care can be provided, when necessary as a result of a Medical Emergency.

**Nursing** - Charges for private duty nursing services which can only be performed by a Registered Nurse (RN), Registered Nursing Assistant (RNA) or Licensed Practical Nurse (LPN), when such services are provided in your home, up to a maximum of \$5,000 per calendar year limited to an overall lifetime maximum of \$20,000, provided the following conditions are met:

- A detailed nursing assessment is conducted to determine the level of nursing skill required;
- The services are approved by Liberty Health prior to the commencement date of services; and
- Ongoing services are approved in advance after periodic reassessments of the continuing need for services.

Payment will not be made for:

- Services which could be provided by a person who is not a Registered Nurse, Registered Nursing Assistant or a Licensed Practical Nurse;
- Services performed after you are in a stabilized condition and the services of Registered Nurse, Registered Nursing Assistant or Licensed Practical Nurse are no longer determined necessary by Liberty Health;
- Agency fees, commissions or overtime fees;
- Services of a Registered Nurse, Registered Nursing Assistant or Licensed Practical Nurse who is related to you by birth or marriage, or who lives in your home;
- Charges incurred by you while confined ~~as an~~ in-patient in a hospital; or
- Charges for custodial services which are primarily provided to assist you with the functions of daily living and could be adequately provided by a person other than a Registered Nurse, Registered **Nursing** Assistant or Licensed Practical Nurse.

**Paramedical Services** - Charges for the services of the following Duly Licensed practitioners will be eligible. "**Duly licensed**" means licensed, certified or registered to practice the profession by the appropriate regulatory authority in the jurisdiction in which the care or services are rendered. No benefits will be payable for tests, completion of reports or consultations.

- a) **Physiotherapist**, up to a maximum of \$500 per calendar year.
- b) **Clinical Psychologist or Marriage and Family Therapist**, up to a combined maximum of \$500 per calendar year.
- c) **Massage Therapist**, up to a maximum of \$500 per calendar year. (These services must be authorized in writing by your attending physician.)
- d) **Naturopath**, up to \$15 per visit limited to a maximum of \$500 per calendar year.
- e) **Speech Pathologist or Speech Therapist** up to a combined maximum of \$500 per calendar year.
- f) **Chiropractor", Osteopath\*, Chiropodist or Podiatrist"**, up to a maximum of \$500 per practitioner per calendar year.

\* Payment for the services of these practitioners will only be made after any **annual** allowance under the provincial health insurance plan ~~has~~ been exhausted.

**Drugs** - the following is covered by your Group Benefits Plan:

- Drugs and medicines (including oral contraceptives), which by law require the prescription of a licensed physician or dentist, are dispensed by a duly licensed pharmacist, physician, dentist or hospital and are listed in the Formulary. This includes extemporaneous preparations provided at least one of the ingredients is eligible.
- **drugs** and supplies available without a prescription when required **as** a result of a colostomy or ileostomy and/or for the treatment of cystic fibrosis, diabetes, parkinsonism, or heart disease.
- insulin, needles, syringes and chemical testing agents for the management of diabetics.
- fertility drugs, up to a lifetime maximum of \$2,000.
- **smoking cessation aids**, up to a lifetime **maximum** of \$400.
- erectile dysfunction treatments, up to a maximum of \$500 per calendar year.
- the Ontario Drug Benefit deductible and dispensing fee not payable under the government program, for persons 65 years of age or older
- the difference in cost between the generic **drug** and the brand name **drug** which is not payable under the government program, for persons 65 years of age or older

Pre-authorization by Liberty Health is required for certain drugs and medicines. A Physician's letter describing the underlying condition may be required.

Benefits are not payable for:

- vitamins (other than injected vitamins), vitamin/mineral preparations, food supplements, general public (G.P.) products and over-the-counter drugs or medicines, whether or not prescribed;
- charges for the administration of serums, vaccines and injectable **drugs**;
- more than a three-month supply of a **drug** or medicine, unless prior approval has been given by Liberty Health.

**Prosthetic Appliances** - purchase of the following items when authorized in writing by the attending physician:

- artificial limbs (when myoelectric or sport prostheses are required, only the amount that would be paid for **standard** type artificial limbs will be eligible)
- artificial eyes
- splints, trusses, casts, **cervical collars**
- braces (excluding **Dental braces**)
- **urinary catheters, urinary kits**, ostomy supplies (excluding gloves) where a surgical stoma exists
- tracheotomy supplies (excluding gloves)
- external breast prostheses and up to a maximum of **six** surgical brassieres per calendar year when required **as** a result of a mastectomy
- **stump socks**
- **surgical elastic stockings**, up to a **maximum** of **6 pairs** per calendar year
- wigs required after chemotherapy or radiation, **up** to a **lifetime** maximum of \$500
- repairs to prosthetic appliances, when required **as a result** of normal wear and tear
- corrective prosthetic lenses and frames, once only, following cataract surgery or when the person lacks an organic lens
- orthopaedic shoes which are attached to and **form** part of a brace including adjustment thereto



**Medical Aids, Appliances and Supplies**- purchase of the following items when authorized in writing by the attending physician:

- crutches, cane, standard type walker
- oxygen and equipment necessary for its administration
- compressor, nebulizer, aerochamber, apnea monitor
- positive expiratory pressure (PEP) mask for the treatment of cystic fibrosis, limited to one every 48 months
- surgical bandages or dressings
- ventilator
- appliances used to monitor or treat diabetes other than those listed under **Drugs** and Medicines, up to a maximum of \$500 per calendar year

Rental or, at Liberty Health's option, purchase of the following items when authorized in writing by the attending physician:

- standard-type manual hospital bed, including mattress
- standard-type manual wheelchair

Repairs to a hospital bed, wheelchair or scooter when required **as** a result of normal wear and tear excluding the cost of replacement batteries.

**Hearing Aids** - Charges incurred for hearing aids when prescribed by a duly licensed audiologist, otolaryngologist, otologist or physician, **as well as** repairs and initial batteries, will be covered. Refer to your Summary of Benefits for the maximum amount and frequency of payment. Benefits are not payable for hearing tests or replacement batteries.

**Vision** - Charges incurred for eyeglass frames and corrective lenses, contact lenses and repairs to frames and corrective lenses, when prescribed by a licensed ophthalmologist or optometrist and dispensed by a licensed ophthalmologist, optometrist or optician. Refer to your **Summary** of Benefits for the maximum amount and frequency of payment. Benefits are not payable for the cost of eye examinations, safety glasses or noncorrective sunglasses, whether prescribed or not.

**Accidental Dental** - Dental care provided by a dentist to repair or replace natural teeth damaged **as** a result of a direct accidental blow to the mouth (and not by an object intentionally placed in the mouth) which occurs while you are covered under the Extended Health Care Coverage.

Benefits will be based on the monetary rates set out in the Dental Association Suggested Fee Guide for General Practitioners, in effect in your province of treatment.

A Dental Accident Report Form should be used to report the details of the accident. This form is available from Liberty Health upon request.

Treatment must begin within 90 days of the accident and must be completed within one year from the date of the accident. Where the patient is less than 18 years of age at the time of the accident, treatment must be completed prior to attainment of age 19.

Implants and implant-related or supported services will not be covered.

## **Predetermination of Dental Accident Benefits**

A treatment plan should be prepared by the dentist and submitted to Liberty Health for approval **before** the Dental work begins unless emergency treatment is immediately required to alleviate pain. The treatment plan should contain details of the accident, the pre-accident condition of the teeth involved and the planned treatment, including cost estimate and relevant x-rays. The treatment plan will be reviewed and you will be advised of the amount payable under **this** coverage.

### **Extended Health Benefits are not payable for expenses incurred for or in connection with:**

- care, services or supplies which are not Medically Necessary.
- care, services or supplies which are primarily for cosmetic purposes, except those which are related to reconstructive surgery required to repair or replace tissue damaged by disease or bodily injury.
- rest cures, travel for health reasons, periodic health checkups or examinations for the use of a third party.
- services provided in a health spa, chronic care or psychiatric hospital or chronic care unit of a general hospital, except as provided under Eligible Expenses.
- services or supplies provided while you are confined in a nursing home or home for the aged other than incidentally.
- a medical condition caused by or related to war (whether or not war is declared), participation in any civil commotion, insurrection or riot unless on work assignment for CTV Inc., or while serving in the armed forces.
- services or supplies to the extent to which they are available under any Government Plan or would be available without charge if this coverage was not in effect. (Benefits available under a Government Plan must be accessed **first** before **any** benefits **are** payable under this Coverage.)
- additional, duplicate or replacement appliances or devices. However, subject to prior written approval by Liberty Health, this exclusion will not apply if the replacement is required as a result of a pathological or physiological change or because the **existing** appliance or device can no longer be made serviceable due to normal wear and tear.
- self-inflicted injury
- committing or attempting to commit, a criminal act under legislation in the jurisdiction where the act was attempted or committed.
- completion of claim forms or other documentation, transfer of medical files or failing to keep a scheduled appointment.
- **drugs, injectables, supplies or appliances** which are experimental or which are not approved by the Health Protection Branch of Health & Welfare Canada for use in Canada.
- benefits or that part of benefits which cease to be payable under any Government Plan.
- **drugs** or medicines, services or supplies which have been self prescribed, or prescribed by a family member for a Covered Person.
- **drugs, medicines, services or supplies** required for the condition requiring hospitalization while you are an in-patient in a hospital.

The following benefits provide protection when you and/or your eligible Dependents are vacationing, or travelling for other than health reasons. Eligible expenses over and above those paid by the provincial government health plan are covered when emergency illness or injuries occur outside the province of residence.

Coverage is limited to a maximum of 60 days per trip. If you are in hospital on the 60th day, coverage will be extended until date of discharge. The total amount payable per trip for all Eligible Expenses, shall not exceed \$1,000,000 Canadian per person.

When Eligible Expenses are incurred for benefits which have a limitation, i.e. accidental dental, balances may be eligible through your Liberty Health EHB (Extended Health Benefits) plan.

### Benefits

1. **Hospital Accommodation:** Reasonable and customary charges in excess of the provincial health plan allowance for active treatment hospital room accommodation (not a private room or suite). Payment will also be made for outpatient services provided by an active treatment hospital, in excess of the provincial health plan allowance. If coverage expires after admission to hospital, benefits continue until discharge.
2. **Doctor Bills:** Reasonable and customary charges in excess of the provincial health plan allowance.
3. **Private Registered Nurse:** Reasonable and customary charges by a qualified private Registered Nurse (not a relative) who performs registered nurse designated nursing duties, during and immediately following hospitalization, when the attending physician stipulates in writing that such services are required.
4. **Ambulance:** Reasonable and customary charges for ground ambulance service from the place of illness or accident to the nearest qualified medical facility.
5. **Air Ambulance:** The cost of air evacuation between hospitals or for repatriation for hospital admission in your province of residence, when the transfer is approved in advance by Liberty Health/MEDEX Assistance Corporation (known as MEDEX). Any unused portion of your air ticket must be returned to Liberty Health. (Arrangements must be made through the Emergency Assistance Centre.)
6. **Paramedical Services:** Payment of up to \$300 Cdn. for charges made by a physiotherapist, chiropractor, **chiropractist**, podiatrist or osteopath (including x-rays), when required for emergency treatment.
7. **Diagnostic Services:** Reasonable and customary charges for laboratory **tests** and x-rays when prescribed by the attending physician.
8. **Treatments:** The cost of whole blood, blood plasma or specialized treatments using radium and radioisotopes are covered, when rendered due to emergency hospitalization.

9. Prescriptions: When required for emergency treatment, reasonable and customary charges for **drugs**, medicines and injected sera, when purchased on the prescription of a physician, or dentist, and dispensed by a licensed pharmacist. Benefits are not payable for vitamins, vitamin/mineral preparations, food supplements, general public (G.P.) products and over-the-counter **drugs** or medicines, whether prescribed or not. Requires original receipt, showing name of prescribing physician, prescription number, name of medication, date, quantity and total cost.
10. Medical Appliances: Cost of splints, casts, crutches, canes, **slings**, trusses, walkers and/or the temporary rental of a wheelchair prescribed by the attending physician, will be reimbursed when required due to an accident or unexpected illness which occurs, and when devices are obtained, outside your province of residence.
11. Accidental Dental: Up to \$2,000 Cdn. **will** be reimbursed for treatment by a dentist to natural teeth when necessitated by a direct, external accidental blow to the mouth. Treatment must begin within the period of coverage and be completed within 183 days of the accident. An accident report is required from the dentist or physician, immediately following the accident.
12. Repatriation: When your emergency is such that:
  - the attending physician specifies in writing that you should immediately return to your province of residence for immediate medical attention, Liberty Health will reimburse the extra cost incurred for the purchase of the most economical airfare (**this benefit is available only when you are not holding a valid open-return air ticket**), plus the additional most economical airfare, if required, to accommodate a stretcher, to return you by most direct route to the air terminal nearest the departure point of your province of residence. This benefit also applies to one member of the family who is covered by **this** plan, and is travelling with the person at the time of illness or injury. (Arrangements must be made through the Emergency Assistance Centre.)
  - the attending physician or commercial airline stipulates in writing that you must be accompanied by a qualified medical attendant (not a relative), Liberty Health will reimburse the reasonable and customary fee charged by a medical attendant registered in the jurisdiction in which treatment is provided; including the most economical airfare and overnight hotel and meal expenses, if required. (Arrangements must be made through the Emergency Assistance Centre.)
13. Friend/Family Hospital Visits: The most economical airfare, by the most direct route from your province of residence will be reimbursed for any one family member or friend to:
  - visit a Covered Person confined in hospital. Benefit requires the Covered Person to have been an inpatient for at least 7 days outside the province of residence, plus the written verification of the attending physician that the situation was serious enough to have required the visit.
  - identify deceased prior to release of the body, where necessary. (Arrangements ~~must~~ be made through the Emergency Assistance Centre.)
14. Automatic Extension of Coverage: Coverage will automatically be extended to the Covered Person and any accompanying family members for up to 72 hours:
  - following discharge date (**and** including the period of hospitalization) when return to the province of residence is delayed due to hospitalization, where such confinement continues beyond the 60th day following the date of departure from the province of residence;

- beyond the 60th day following the date of departure from the province of residence when return to the province of residence is delayed, by order of the attending physician, due to a covered illness or accidental injury;
  - beyond the 60th day following the date of departure from the province of residence when return to the province of residence is delayed, due to the delay of a common carrier (airplane, bus, taxi, train), on which a Covered Person is a passenger; or the delay is caused by a traffic accident or mechanical failure of a private automobile en route to the departure point. Claims must be supported by documented proof.
15. Return of Deceased: **Up to \$5000 Cdn.** will be reimbursed towards the cost of preparation and homeward transportation of a deceased Covered Person to the province of residence OR up to \$2500 Cdn. for cremation and/or burial at place of death. Benefit excludes the cost of a burial coffin.
  16. Meals and Accommodation: Up to \$1500 Cdn. (employee and Dependents combined, limited to a daily maximum of \$150) will be reimbursed for the extra cost of commercial accommodation and meals incurred by you, or by a Covered Person remaining with a travelling companion, when return to the province of residence is delayed beyond the planned termination date of the trip due to illness or injury to a travelling companion or a Covered Person. **Claims** must be verified by the attending physician and supported with receipts from commercial organizations.
  17. Vehicle Services: Up to \$1000 Cdn. will be reimbursed towards the cost of driving your vehicle, either private or rental, to the province of residence or nearest appropriate vehicle rental agency when you are unable to do so due to unexpected illness or physical injury and your travelling companion is unable to do so. Medical certification is required, as well as receipts for costs incurred (i.e. fuel, accommodation, meals, airfares).  
  
If your private vehicle is stolen or rendered inoperable due to an accident, costs **will** be covered for the most economical airfare to return the Covered Persons, by most direct route, to point of departure in your province of residence. Requires official police report of the loss or accident.
  18. Relief of Dental Pain: Treatment for the emergency relief of Dental pain, excluding root canals, is covered to a maximum of \$200 Cdn. Treatment must be rendered at a location at least 200 km from the province of residence.
  19. Hospital Expenses: Payment of up to \$100 Cdn. per hospital stay to cover incidental expenses. Paid receipts must be submitted.

### **Emergency and Payment Assistance:**

**Hospital/Medical Payment:** Many hospitals around the world require a substantial deposit when non-residents are admitted for emergency treatment. And, before the patient is discharged from care, most hospitals and physicians expect payment in full for services provided. MEDEX will arrange and/or coordinate payment in full on your behalf, whenever possible. Be sure to phone for assistance.

**Emergency Helpline:** In the event of an emergency, illness or accident while outside your province of residence, phone MEDEX. You can call the toll free numbers below, 24 hours a day.

Note: You must be able to provide your provincial health insurance number to MEDEX before payments can be arranged on your behalf. Be sure to travel with your provincial health insurance number and the number of each member of your family. **Provide the MEDEX assistance coordinator with your Liberty Health group policy number, certificate number and quote MEDEX identifier #775.**

If you require general information about your travel benefit, please call Liberty Health at 1-800-COVER ME (1-800-268-3763).

If you require a travel claim form or have an inquiry about your existing travel claim, call 1-800-805-1008.

Australia and Tasmania	1-800-127-907
Austria	0-800-29-5810
Belgium	0800-1-7759
Bermuda	1-800-527-0218
Brazil	000-811-471-0551
France and Monaco	0800-90-8505
Germany	0130-81-1401

(The toll free line may not be operational in **all parts** of the area previously known as ~~East~~ Germany.)

Greece	00-800-4412-8821
Hong Kong	800-96-4421
Indonesia	001-803-1471-0621
Israel	1 800 941-0172

(The toll free line is not available from payphones **and** there is a local access charge.)

Italy, Vatican City and San Marino 800-877204  
(~~This~~ toll free number has a local charge for access.)

Japan 0031-11-4065

(~~This~~ toll free line is only available from touch tone phones, including payphones, equipped for International **dialing**.)

Mexico 001-800-101-0061

(**If** calling from a payphone, it must be a La Datel payphone.)

Netherlands	0800-022-8662
New Zealand	0800-44-4053
Philippines	1-800-1-111-0503
Portugal	0800-84-4266
Republic of South Africa	0800-9-92379
Republic of Ireland (Eire)	1-800-409-529
Singapore	800-1100-452
<b>Spain</b> and Majorca	900-98-4467
Switzerland and Liechtenstein	0800-55-6029
Thailand	001-800-11-471-0661
Turkey	00-800-4491-4834
UK & N. Ireland, <b>Isle</b> of Jersey and Isle of Man	0800-252-074
United States, Canada, Puerto Rico, U.S. virgin <b>Islands</b>	1-800-527-0218

**THE TOLL FREE NUMBERS CAN ONLY BE USED IF YOU ARE PHYSICALLY WITHIN THE COUNTRIES DESIGNATED.**

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If a toll free number is not available or if you are having **difficulty** using the toll free number, call MEDEX collect. Ask the operator for assistance dialing:

(1) 410-453-6330 (Baltimore, Maryland) or,

(44) 1-273-223000 (Brighton, England).

**WHEN HOSPITALIZATION OCCURS, MEDEX MUST BE CONTACTED WITHIN 24 HOURS OF ADMISSION. FAILURE TO CONTACT MEDEX MAY RESULT IN DELAY IN THE SETTLEMENT OF YOUR CLAIM.**

### **Travel Assistance Benefits:**

#### Assistance Related to Medical Services

- Help you locate a physician, clinic or hospital.
- Confirm coverage to the hospital or physician.
- Arrange payment to the hospital or physician wherever possible.
- Monitor the medical treatment and keep the family informed.
- Arrange the transportation of a family member to the patient's bedside or to identify the deceased.
- Arrange for transportation home of the patient, if medically permissible.

#### General Assistance

- Provide emergency response in most major languages.
- Assist in contacting your family, business partner or family physician.
- Arrange for local care of Dependent Children and coordinate their return home, if the Covered Person is hospitalized.
- Arrange for the transmission of urgent messages to family members or business partners.
- Assist in the event of loss of passports or airline tickets.
- Help you to access legal counsel in the event of a serious accident.
- Coordinate claims processing with your provincial health plan.

### **To Make A Claim**

When major emergencies occur outside Canada and the cost of services provided by a hospital or physician are beyond your immediate ability to pay, telephone, or ask the physician or hospital administration to telephone, the emergency helpline. MEDEX will confirm your coverage and arrange payment on your behalf, whenever possible. You need do nothing more until an authorization and claim form is sent to you for signing. Once this form is signed and returned, benefits will be coordinated on your behalf with the government insurance plan and Liberty Health.

For Eligible Expenses **which you** pay yourself while outside your province of residence (e.g. hospital or medical costs, accommodation charges, transportation fees):

- collect detailed receipts and include the medical diagnosis for each receipt submitted;
- provide your Liberty Health and provincial health insurance plan identification numbers; and patient's date of birth;
- provide translation for claims in languages other than English or French;
- submit all claims within *six* months of occurrence;
- send claims to Global Excel Management Inc., 73 Queen Street, Lennoxville, Quebec J1M 1J3.

If you submit a claim while you are in the United States, forward your claims information to Global Excel Management Inc., P.O. Box 10, Beebe Plain, VT 05823 USA.

Claim payments will be made payable to you.

### **Definition**

"Travelling companion" is any person who has prepaid accommodation and/or transportation with the Covered Person. (~~Maximum~~four persons, including the Covered Person)

### **General Information**

1. Coverage is available only to residents of Canada who are covered by a provincial government health plan while they are travelling outside their province of residence.
2. The availability, quality or results of any medical treatment, transport or other services, or the failure of the person to obtain medical treatment or other services shall not be the responsibility of Liberty Health or MEDEX.
3. To be eligible, the hospital or medical benefits covered must have been provided at the nearest eligible facility capable of providing adequate service at the time the illness or **injury** occurred.
4. Liberty Health will make benefit payments, based on reasonable and customary charges, after receipt and evaluation of satisfactory claim information. Reimbursement will be made in Canadian **funds** based on the rate of exchange you would be charged within the country of travel **as** determined by Liberty Health in its sole discretion, based upon advice of any Schedule One Canadian bank. No **umpayable** will carry interest.
5. Where required, benefits listed herein will be payable only on receipt of certification from the attending physician that services have been rendered and were for emergency treatment. Costs for completion of medical certificates or documentation required for the assessment of claims are the responsibility of the Covered Person.
6. Liberty Health, in consultation with the attending physician, reserves the right to transfer the Covered Person to **another** hospital or return the Covered Person to his or her province of residence. **If** any Covered Person **is** able to return to the province of residence following the diagnosis of, or the emergency medical treatment for, a medical condition which requires continuing medical care, treatment or surgery **and** the Covered Person elects to have the care, treatment or surgery performed outside the province of residence, no benefits shall be payable with respect to such continuing care, treatment or surgery. The immediate availability of care, treatment or surgery on return to the province of residence is not the responsibility of Liberty Health or MEDEX.
7. The coverage provided under this benefit is subject to change by Liberty Health. **If** this benefit and/or its provisions are revised by Liberty Health, coverage for trips commencing on or after the effective date of such revisions will be in accordance with such revised benefits and/or provisions.



## Exclusions

Benefits are not payable for:

1. Elective (non-emergency) treatment or surgery. This includes treatment or surgery (a) not required for the immediate relief of acute pain and suffering, or (b) which medically could be delayed until the Covered Person has returned to Canada, or (c) which the Covered Person elects to have rendered or performed outside Canada following emergency treatment for, or diagnosis of, a medical condition which (on medical evidence) would not prevent the Covered Person from returning to Canada prior to such treatment or surgery.
2. Hospital accommodation or treatment received in a hospital other than a general active treatment hospital, such as a chronic care hospital or a chronic care unit of a public hospital, or nursing homes or health spas.
3. Expenses incurred outside the province of residence, when the Covered Person could have been returned to the province of residence without endangering their life or health, even if the treatment available in the province of residence could be of lesser quality than the treatment available outside the province of residence.
4. A medical condition for which, prior to departure, medical evidence would suggest a reasonable expectation that treatment or hospitalization could be required while on your trip.
5. Expenses incurred by a Covered Person travelling outside the province of residence, with intent or incidentally, to seek medical advice or treatment, even if the trip is on the recommendation of a physician.
6. Hospitalization or services rendered in connection with general health examinations for check-up purposes; on-going maintenance of an existing condition; rehabilitation or on-going care in connection with **drugs**, alcohol or **any** other substance abuse; or for cosmetic purposes.
7. Travel booked or commenced contrary to medical advice or after receipt of a terminal prognosis.
8. Hospital and medical care for full term childbirth; medical complications after 26th week of pregnancy; deliberate termination of pregnancy.
9. Any condition resulting from a mental or nervous disorder, unless hospitalized.
10. Services provided by naturopaths or optometrists or for cataract surgery.
11. Expenses incurred due to driving a motorized vehicle while impaired by **drugs**, toxic substances or an alcohol level of more than 80 milligrams in 100 millilitres of blood.
12. Abuse of medication, toxic substances, alcohol or the use of non-prescribed **drugs**.
13. Suicide, attempted suicide or self-inflicted injury, whether sane or insane.
14. Expenses incurred while committing, or attempting to commit, directly or indirectly, a criminal act under the legislation in the jurisdiction where the act was committed.

15. Expenses incurred as a result of participation in professional sports or any speed contest by a motorized vehicle, parachuting, hang gliding, bungee jumping, mountaineering, cave exploring; a flight accident unless the Covered Person is riding as a fare paying person on a commercial airline or charter aircraft with a seating capacity of *six* people or more.
16. Expenses incurred as a result of active participation in an insurrection, war or act of war (declared or not), or the hostile action of the armed forces of any country, service in the armed forces, hijacking or terrorism, or participation in any riot, public confrontation, civil commotion or any other act of aggression.
17. Expenses incurred for which you are entitled to obtain benefits or reimbursement under any Government Plan, or which would be provided without charge in the absence of this plan.

### **Coordination of Benefits - Deluxe Travel**

**Your** Liberty Extended Health plan includes a coordination of benefits provision. If you have *similar* benefits through any other insurer, the amount payable through this plan shall be coordinated as follows, so that payment from all benefit plans does not exceed 100 percent of the Eligible Expense. Where both Spouses of a family have coverage through two employer plans, the first payer of each Spouse's claims is their own employer's benefit plan. Any amount not paid by the first payer can then be submitted for consideration to the other Spouse's benefit plan (the second payer).

Claims for Dependent Children should be submitted first to the benefit plan of the Spouse who has the earlier birthday in a calendar year, and second to the other Spouse's benefit plan.

When submitting a claim to a second payer, be sure to include payment details provided by the first payer.

# CUSTOM DENTAL BENEFITS

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## DELUXE PLAN

The following provides a general description of the benefits available to you and your eligible Dependents under this Dental plan. A complete **list** of the specific procedures (and applicable limitations) can be found in the Group Contract.

Payment for eligible benefits will be based on the monetary rates shown in the Dental Association Fee Guide applicable to your group plan.

Refer to your *Summary of Benefits* for information regarding any deductible, co-payment or maximum benefit amounts.

## ELIGIBLE DENTAL BENEFITS

### **BASIC SERVICES (reimbursed at 90%)**

**Examinations** - includes complete oral examinations, recall oral examinations once every 6 months

**Consultations** - with patient or with a member of the profession

**Radiographs** - includes complete series intra oral films, panoramic films, bitewing films once every 9 months

**Diagnostic Services** - includes bacteriologic tests, biopsy and cytological tests

**Preventive Services** - includes polishing (one unit of time every 6 months), scaling, preventive recall packages once every 6 months, fluoride treatment, oral hygiene instruction and reinstruction once every 6 months, space maintainers, and pit and fissure sealants for permanent molar teeth of children under age 16 (only one replacement sealant per tooth per lifetime)

### **Fillings**

**Endodontic Services** - includes root canal therapy, surgical and emergency services

**Periodontic Services** - includes periodontal *surgery*, root planing and occlusal equilibration (**8 units** of time every 12 months)

**Surgical Services** - includes extractions, surgical incision/excision and frenectomy

### **Anaesthesia**

### **MAJOR SERVICES (reimbursed at 50%)**

**Complete and/or Partial Dentures** - (once every 5 years)

**Major Denture Adjustments** (after 3 months from insertion of denture)

**Denture Repairs, Minor Adjustment** (after 3 months from insertion of denture), **Relining/Rebasing**

**Restorative Services** - (once every 5 years) includes post/core, crowns (natural teeth only), inlays/onlays

**Fixed Prosthodontic Services** - (once every 5 years) - includes bridgework (natural teeth only)

### **ORTHODONTIC SERVICES (reimbursed at 50%)**

**Orthodontic Service** - includes observation, adjustments, orthodontic appliances and major orthodontic treatment.

**In-office and Commercial Laboratory Charges** - when applicable to eligible Dental service, will be based on reasonable and customary charges, as determined by Liberty Health.

### **Predetermination of Benefits Provision**

Prior to beginning Dental treatment which is expected to cost \$500 or more, you should obtain from your dentist and submit to Liberty Health a treatment plan outlining the procedures and charges. **Your** dentist may be requested to submit any relevant x-rays.

Approval of the treatment plan must be obtained from Liberty Health prior to commencement of treatment. After reviewing the plan, you will be advised of the amount payable. The approved amount will be honoured for a period of twelve months from the date of approval.

Note: a treatment plan does not have to be submitted for the following services: basic fillings, root canals or extraction of wisdom teeth.

### **Orthodontic Treatment**

Prior to the commencement of orthodontic treatment, your dentist should prepare a report outlining the details with respect to malocclusion, diagnosis, proposed treatment and applicable fees. This treatment plan should be forwarded to Liberty Health for review to establish the extent of the payable benefit.

### **Benefits are not payable for expenses incurred for or in connection with:**

- Any Dental procedure which is not included in the list of Eligible Dental Benefits.
- Temporomandibular joint-related problems.
- Dental Care, services or supplies which are considered primarily for cosmetic purposes, as determined by Liberty Health.
- Implants.
- Self-inflicted injury.
- Conditions arising from war (whether or not war is declared), participation in any civil commotion, insurrection or riot unless on work assignment for CTV Inc., or while serving in the armed forces.
- Committing, or attempting to commit, a criminal act under legislation in the jurisdiction where the act was attempted or committed.
- Completion of claim forms or other documentation, transfer of files or failing to keep a scheduled appointment.
- Services or supplies for which the Covered Person is entitled to receive benefits or reimbursement under any Government Plan.
- Services or supplies which would be available without charge if this coverage was not in effect.
- Replacement of dentures or appliances that are lost, mislaid or stolen.
- Any treatment not yet approved by the Canadian Dental Association or which is clearly experimental in nature.

**BASIC ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**  
**FOR THE EMPLOYEES**  
**OF**  
**CTV INC.**

**BASIC ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**  
**(Insured by CIGNA Life Insurance Company of Canada)**  
**Policy Number: ABT 10 10 87**

**COVERAGE**

This benefit is payable, in addition to any other insurance benefits, for paralysis, loss of life, limb, sight, speech or hearing which is the result of accidental bodily injuries and which occur within 365 days from the date of the accident.

This coverage applies 24 hours a day, 365 days a year, on or off the job, anywhere in the world, including while traveling (passenger only) in commercial or chartered aircraft.

**ELIGIBILITY**

If you are an active, permanent, full-time executive or employee of CTV Inc., you will be covered for a Benefit Amount stated below. For further details regarding your eligibility for the Basic Accidental Death & Dismemberment coverage, please consult your local Human Resources Department.

Under this plan, your “Spouse” is defined as a person who is either legally married to you or a person who has cohabited with you in a conjugal relationship and has been represented as your domestic partner for a period of one year or longer at the time the claim is made.

**BENEFIT AMOUNT**

**You** will be covered for a Benefit Amount equal to your Group Life Insurance benefit.

Coverage reduces and terminates as per the terms under the Group Life Policy.

In the event of your death, the Benefit Amount is payable to the beneficiary you have named under your Group Life Insurance Plan or in the absence of such designation, to your estate.

## BASIC ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

### SCHEDULE OF LOSSES

#### Coverage A - Accidental Death, Dismemberment, **Loss of Sight & Paralysis**

If such injuries result in any one of the following specific losses within one year from the date of accident, CIGNA Life will pay the percentage of the Benefit Amount as specified below; provided, however, that only one (the largest) of such benefits shall be paid with respect to injuries resulting from one accident.

For <b>Loss</b> of:	Percentage of the Benefit Amount
Life	100%
Both Hands, Both Feet, Entire of Sight of Both Eyes, One Hand and One Foot, One Hand or One Foot and Entire Sight of One Eye	100%
Speech and Hearing	100%
Use of Both Arms or Both Hands	100%
Quadriplegia, Paraplegia, Hemiplegia	200%
One Arm or One Leg or Use of One Arm or One Leg	75%
One Hand or One Foot or Use of One Hand	66 2/3%
Entire Sight of One Eye	66 2/3%
Speech or Hearing	66 2/3%
Thumb and Index Finger of the Same Hand	33 1/3%
Four Fingers of the Same Hand	33 1/3%
Hearing in One Ear	25%
All Toes of the Same Foot	12 1/2%

"**Loss**" shall mean, with respect to hand or foot, actual severance through or above the wrist or ankle joint; with respect to arm or leg, actual severance through or above the elbow or knee joint; with respect to eye, the total and irrecoverable loss of sight; with respect to speech, the total and irrecoverable loss of speech which does not allow audible communication in any degree; with respect to hearing, the total and irrecoverable loss of hearing which cannot be corrected by any hearing **aid** or device; with respect to thumb and index finger, actual severance through or above the first phalange; with respect to fingers, the actual severance through or above the first phalange of **all** four fingers of the same hand; with regard to toes, the actual severance of both phalanges of **all** toes of the same foot.

"**Loss**" as used with reference to Quadriplegia (paralysis of both upper and lower limbs), Paraplegia (paralysis of both lower limbs) and Hemiplegia (paralysis of upper and lower limbs of one side of the body), means the complete and irrecoverable paralysis of such **limbs**.

"**Loss of Use**" shall mean the total and irrecoverable loss of function of an arm, hand or leg, provided such loss of function is continuous for twelve consecutive months and such loss of function is thereafter determined on evidence satisfactory to CIGNA Life to be permanent.

## BASIC ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

### Coverage B • Rehabilitation Benefit

When injuries result in a payment being made by CIGNA Life under the Schedule of Losses excluding the Loss of Life benefit provided by the policy, CIGNA Life will also pay the reasonable and necessary expenses actually incurred to a maximum limit of \$10,000 for special training provided:

- (a) such training is required because of such injuries and in order for you to be qualified to engage in an occupation in which you would not have been engaged except for such injuries;
- (b) expenses are incurred within two years from the date of the accident;
- (c) no payment will be made for ordinary living, traveling or clothing expenses.

### Coverage C • Repatriation Benefit

When injuries covered by this policy result in a loss of life more than 150 km from your city of permanent residence or outside of Canada and such loss of life occurs within 365 days from the date of the accident, CIGNA Life will pay the actual expense incurred for preparing the deceased for burial and shipment of the body to the city of residence of the deceased, to a maximum of \$10,000.

### Coverage D - Transportation Expense

When injuries covered by this policy require you to be transported from the site of the accident to the nearest suitably equipped hospital, CIGNA Life will pay the actual expense incurred for transportation, to a maximum of \$10,000 per accident.

### Coverage E • Home Alteration and Vehicle Modification

In the event you **sustain** an injury which results in a payment being made under the Schedule of Losses - Coverage A excluding the Loss of Life Benefit and such injury subsequently requires the use of a wheelchair to be ambulatory, CIGNA Life will pay the reasonable and necessary expenses actually incurred within 365 days from the date of accident for:

1. the one-time cost of alterations to your principal residence to make it wheelchair accessible **and** habitable; and
2. the onetime cost of modifications necessary to a motor vehicle utilized by you to make the vehicle accessible or driveable for you.

Benefit payments herein will not be paid unless:

- (i) home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization (in the opinion of CIGNA Life), providing support and assistance to wheelchair users; and
- (ii) 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 1. and 2. combined is \$10,000.



## **BASIC ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

### **Coverage F - Family Transportation Benefit**

When injuries covered by this policy, result in your confinement as an inpatient in a hospital more than 150 km from your city of permanent residence or outside of Canada and requires personal attendance of a member of your immediate family as recommended by the attending physician, in writing, CIGNA Life will pay for the expense incurred by the member of your immediate family, for the transportation by the most direct route by a licensed common carrier to you while confined, to a maximum of \$10,000.

"Member of your immediate family" means your Spouse, parents, grandparents, children over age 18, brother or sister.

### **Coverage G - Spousal Occupational Training Benefit**

When injuries to you result in a payment being made by CIGNA Life under the Loss of Life benefit, CIGNA Life will pay in addition:

the expenses actually incurred, within 365 days from the date of the accident, by your Spouse for a formal occupation training program for the purpose of specifically qualifying your spouse to **gain** active employment in an occupation for which your spouse would otherwise not have sufficient qualifications.

The maximum payable hereunder is \$10,000.

### **Coverage H - Day Care Benefit**

If you die in a covered accident while the policy is in force, CIGNA Life will pay, in addition to all other benefits payable under the policy a "Day Care Benefit" equal to the reasonable and necessary expenses actually incurred, subject to the lesser of 5% of your Benefit Amount or a maximum of \$5,000 per year, on behalf of your Dependent Child who is enrolled in a legally licensed Day Care centre on the date of the accident or who enrolls in a legally licensed Day Care centre within 365 days following the date of the accident.

The "Day Care Benefit" will be paid each year for 4 consecutive years, but only upon receipt of satisfactory proof that your Dependent Child is enrolled in a legally licensed Day Care centre.

"Dependent Child" means either a legitimate or illegitimate child, adopted child, step-child or any child who is in a parent-child relationship with you and who is unmarried, twelve (12) years of age and under and dependent upon you for maintenance and support.

If, at the time of the accident, there are no Dependent Children who qualify, CIGNA Life will pay an additional benefit of \$5,000 to the designated beneficiary or estate.

## **BASIC ACCIDENTAL, DEATH & DISMEMBERMENT INSURANCE**

### **Coverage I - Identification Benefit**

In the event of your accidental loss of life more than 150 km from your normal place of residence and identification of your body by a member of your immediate family has been requested by the police or a similar governmental authority, CIGNA Life will reimburse the reasonable and customary expenses actually incurred by your family member for:

- a) transportation by the most direct route to the city or town where the body is located; and
- b) hotel accommodation in such city or town, subject to a maximum duration of 3 days.

The reimbursement of such expenses incurred is subject to the accidental loss of life benefit being subsequently payable in accordance with the terms of this policy following the identification of your body. The maximum amount payable hereunder will not exceed, in the aggregate, the amount of \$5,000 for all such expenses.

Payment will not be made for board or other ordinary living, traveling or clothing expenses, and transportation must occur in a vehicle or device operated under a license for the conveyance of passengers for hire.

Benefits payable under the Identification Benefit will be limited to only one policy in the event this benefit is contained in two or more policies issued to CTV Inc. by CIGNA Life.

### **Coverage J - Seat Belt Benefit**

In the event you ~~sustain an~~ injury which results in a payment being made under the Schedule of Losses - Coverage A, your Benefit Amount will be increased by 10% to a maximum of \$10,000, if, at the time of the accident, you were **driving** or **riding** in a Vehicle and wearing a properly fastened Seat Belt.

Due proof of Seat Belt use must be provided as part of the written proof of loss.

“Vehicle” means a private passenger car, station wagon, van, or jeep-type automobile.

“Seat Belt” means those belts that form a restraint system.

### **Coverage K - Waiver of Premium**

If you are under age 65 and become Totally Disabled\* while you are insured under this plan and satisfactory evidence of your total disability is provided to CIGNA Life on an annual basis, payment of premium will be waived until the earlier of the following occurs:

- (a) you return to active employment with CTV Inc.;
- (b) you attain age 65;
- (c) the master policy underwritten by CIGNA Life is terminated.

Once you return to active employment with CTV Inc., your coverage **will** continue only upon the commencement of premium payments.

\* You will be considered Totally Disabled if you are unable to engage in any business or occupation and perform in any work for compensation or profit for a time period in accordance with the waiver of premium requirements under the Group Long Term Disability Insurance policy issued to CTV Inc.

## BASIC ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

### Exclusions

The plan does not cover any loss which, is the result of:

1. intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
2. declared or undeclared war or any act thereof;
3. accident occurring while serving on full-time active duty in the armed forces of any country;
4. travel or flight in any vehicle or device for navigation beyond the earth's atmosphere, or aerial navigation.

With respect to air travel, the insurance afforded shall apply to loss caused by or resulting from travel or flight in any aircraft or any other device for aerial navigation, provided such aircraft or device has a current and valid certificate of airworthiness, included boarding or alighting from, except:

1. while being used for any test or experimental purpose; or
2. while you are operating, learning to operate or serving as a member of the crew; or
3. while being operated by or for any military authority, other than transport type aircraft operated by the Canadian Armed Forces Air Transport Command or the similar air transport service of any other country; or
4. any such aircraft or device which is owned, leased or operated by or on behalf of the Policyholder; or
5. while being used for firefighting, pipeline inspection, powerline inspection, aerial photography or exploration.

### **Exposure and Disappearance:**

This coverage includes exposure to the elements, after the forced landing, stranding, sinking or wrecking of a vehicle in which the Insured Person was traveling.

**You** will be presumed to have died, for the purpose of this coverage, if:

- (a) you are in a vehicle which disappears, sinks, or is stranded or wrecked, in the course of a trip which would be covered by this policy;
- (b) your body is not found within a year of the accident.

### **HOW TO CLAIM**

**NOTE:** In the event of a claim, notice of claim must be given to CIGNA Life within 30 days from the date of accident and subsequent proof of claim must be submitted to CIGNA Life within 90 **days** from the date of the accident.

A claim form can be obtained from your Human Resources Department.

IMPORTANT:

**This** booklet has been prepared in connection with a group plan underwritten by CIGNA Life Insurance Company of Canada. For ease of reference this booklet contains a brief description only and does not mention every provision of the contract issued. Rights and obligations are determined in accordance with the contract and not this wording in the event of a difference arising between this booklet and the contract. Details regarding coverage and exclusions for specific items are available upon request. If you have any questions about your Group Benefits program, please contact your local Human Resources department.

Subject to our Collective Agreements, CTV Inc. may amend the Group Benefits program from time to time.

**TRAVEL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**  
**FOR THE EMPLOYEES**  
**OF**  
**CTV INC.**

**TRAVEL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**  
(Insured by CIGNA Life Insurance Company of Canada)  
Policy Number: ABT 10 00 20

**COVERAGE**

This benefit is payable, in addition to any other insurance benefits, for paralysis, loss of life, limb, sight, speech or hearing which is the result of accidental bodily injuries and which occur within 365 days from the date of the accident.

**Business Travel Coverage**

The coverage applies during your travel **and** sojourn while on business of the Company provided you are traveling to a point or points located away from the premises of your employer. Coverage begins at the actual start of an anticipated trip whether it be from your place of employment, home or other location. This coverage terminates upon your return to home or your place of employment. Commuter Travel is not covered under this plan.

“Commuter Travel” means.....travelling in a private vehicle, directly to and from your usual place of residence and CTV Inc.’s premises on a regular basis, within a radius of 150 kilometres.

**ELIGIBILITY**

If you are **an** active, full-time or temporary employee of CTV Inc., you will be covered for a Benefit Amount stated below. For further details regarding your eligibility for the Travel Accidental Death & Dismemberment coverage, please consult your local Human Resources Department.

Under this plan, your “Spouse” is defined **as** a person who is either legally married to you or a person who has cohabited with you in a conjugal relationship **and** has been represented **as** your domestic partner for a period of one year or longer at the time the claim is made.

**BENEFIT AMOUNT**

**You** will be covered for a Benefit Amount equal to \$100,000.

Coverage terminates upon the earlier of **termination/retirement** or attainment of age 70.

In the event of your death, the Benefit Amount is payable to the beneficiary you have named under your Group Life Insurance Plan or in the absence of **such** designation, to your estate.

## TRAVEL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

### SCHEDULE OF LOSSES

#### Coverage A - Accidental Death, Dismemberment, Loss of Sight & Paralysis

If such injuries result in any one of the following specific losses within one year from the date of accident, CIGNA Life will pay the percentage of the Benefit Amount as specified below; provided, however, that only one (the largest) of such benefits shall be paid with respect to injuries resulting from one accident.

For Loss of:	Percentage of the Benefit Amount
Life	100%
Both Hands, Both Feet, Entire of Sight of Both Eyes, One Hand and One Foot, One Hand or One Foot and Entire Sight of One Eye	100%
Speech and Hearing	100%
Use of Both Arms or Both Hands	100%
Quadriplegia, Paraplegia, Hemiplegia	200%
One Arm or One Leg or Use of One Arm or One Leg	75%
One Hand or One Foot or Use of One Hand	66 2/3%
Entire Sight of One Eye	66 2/3%
Speech or Hearing	66 2/3%
Thumb and Index Finger of the Same Hand	33 1/3%
Four Fingers of the Same Hand	33 1/3%
Hearing in One Ear	25%
All Toes of the Same Foot	12 ½%

"Loss" shall mean, with respect to hand or foot, actual severance through or above the wrist or ankle joint; with respect to arm or leg, actual severance through or above the elbow or knee joint; with respect to eye, the total and irrecoverable loss of sight; with respect to speech, the total and irrecoverable loss of speech which does not allow audible communication in any degree; with respect to hearing, the total and irrecoverable loss of hearing which cannot be corrected by any hearing aid or device; with respect to thumb and index finger, actual severance through or above the first phalange; with respect to fingers, the actual severance through or above the first phalange of all four fingers of the same hand; with regard to toes, the actual severance of both phalanges of all toes of the same foot.

"Loss" as used with reference to Quadriplegia (paralysis of both upper and lower limbs), Paraplegia (paralysis of both lower limbs) and Hemiplegia (paralysis of upper and lower limbs of one side of the body), means the complete and irrecoverable paralysis of such limbs.

"Loss of Use" shall mean the total and irrecoverable loss of function of an arm, hand or leg, provided such loss of function is continuous for twelve consecutive months and such loss of function is thereafter determined on evidence satisfactory to CIGNA Life to be permanent.

## **TRAVEL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

### **Coverage B - Permanent ~~Total~~ Disability**

After one year of Continuous Total Disability and if you are then Permanently and Totally Disabled, CIGNA Life will pay a Permanent Total Disability benefit equal to the amount specified in the Benefit Amount less payments, if any, made under the Schedule of Losses - Coverage A, on account of such injuries.

“Continuous Total Disability”, which must result from such injuries and commence within 30 days after the date of accident, means your complete inability during the first year thereof to perform the substantial and material duties of your occupation.

“Permanently and Totally Disabled”, means your complete inability after one year of continuous total disability as defined above, to engage in an occupation or employment for which you are fitted by reason of education, training, or experience for the remainder of your life.

### **Coverage C - Rehabilitation Benefit**

When injuries result in a payment being made by CIGNA Life under the Schedule of Losses excluding the Loss of Life benefit provided by the policy, CIGNA Life will also pay the reasonable and necessary expenses actually incurred to a maximum limit of \$10,000 for special training provided:

- (a) such training is required because of such injuries and in order for you to be qualified to engage in an occupation in which you would not have been engaged except for such injuries;
- (b) expenses are incurred within two years from the date of the accident;
- (c) no payment will be made for ordinary living, travelling or clothing expenses.

### **Coverage D - Repatriation Benefit**

When injuries covered by this policy result in your loss of life more than 150 km from your city of permanent residence or outside of Canada and such loss of life occurs within 365 days from the date of the accident, CIGNA Life will pay the actual expense incurred for preparing the deceased for burial and shipment of the body to the city of residence of the deceased, to a **maximum** of \$10,000.

### **Coverage E - Transportation Expense**

When injuries covered by this policy require you to be transported from the site of the accident to the nearest suitably equipped hospital, CIGNA Life will pay the actual expense incurred for transportation, to a maximum of \$10,000 per accident.



## TRAVEL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

### Coverage F - Home Alteration and Vehicle Modification

In the event you sustain an injury which results in a payment being made under the Schedule of Losses - Coverage A excluding the Loss of Life Benefit and such injury subsequently requires the use of a wheelchair to be ambulatory, CIGNA Life will pay the reasonable and necessary expenses actually incurred within 365 days from the date of accident for:

1. the one-time cost of alterations to your principal residence to make it wheelchair accessible and habitable; and
2. the one-time cost of modifications necessary to a motor vehicle utilized by you to make the vehicle accessible or driveable for you.

Benefit payments herein will not be paid unless:

- (i) home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization (in the opinion of CIGNA Life), providing support and assistance to wheelchair users; and
- (ii) 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 1. and 2. combined is \$10,000.

### Coverage G - Family Transportation Benefit

When injuries covered by this policy, result in your confinement as an inpatient in a hospital more than 150 km from your city of permanent residence or outside of Canada and requires personal attendance of a member of your immediate family as recommended by the attending physician, in writing, CIGNA Life will pay for the expense incurred by the member of your immediate family, for the transportation by the most direct route by a licensed common carrier to you while confined, to a maximum of \$10,000.

"Member of your immediate family" means your Spouse, parents, grandparents, children over age 18, brother or sister.

### Coverage H - Spousal Occupational Training Benefit

When injuries to you result in a payment being made by CIGNA Life under the Loss of Life benefit, CIGNA Life will pay in addition:

the expenses actually incurred, within 365 days from the date of the accident, by your Spouse for a formal occupation training program for the purpose of specifically qualifying your spouse to gain active employment in an occupation for which your spouse would otherwise not have sufficient qualifications.

The maximum payable hereunder is \$10,000.

## TRAVEL ACCIDENTAL **DEATH & DISMEMBERMENT** INSURANCE

### Coverage I • Day Care Benefit

If you die in a covered accident while the policy is in force, CIGNA Life will pay, in addition to all other benefits payable under the policy a "Day Care Benefit" equal to the reasonable and necessary expenses actually incurred, subject to the lesser of 5% of your Benefit Amount or a maximum of \$5,000 per year, on behalf of your Dependent Child who is enrolled in a legally licensed Day Care centre on the date of the accident or who enrolls in a legally licensed Day Care centre within 365 days following the date of the accident.

The "Day Care Benefit" will be paid each year for 4 consecutive years, but only upon receipt of satisfactory proof that your Dependent Child is enrolled in a legally licensed Day Care centre.

"Dependent Child" means either a legitimate or illegitimate child, adopted child, step-child or any child who is in a parent-child relationship with you and who is unmarried, twelve (12) years of age and under and dependent upon you for maintenance and support.

If, at the time of the accident, there are **no** Dependent Children who qualify, CIGNA Life will pay an additional benefit of \$5,000 to the designated beneficiary or estate.

### Coverage J - Identification Benefit

**In** the event of your accidental loss of life more than 150 km from your normal place of residence and identification of your body by a member of your immediate family has been requested by the police or a similar governmental authority, CIGNA Life will reimburse the reasonable and customary expenses actually incurred by your family member for:

- a) transportation by the **most** direct route to the city or town where the body is located; and
- b) hotel accommodation in such city or town, subject to a maximum duration of 3 days.

The reimbursement of such expenses incurred is subject to the accidental loss of life benefit being subsequently payable in accordance with the terms of this policy following the identification of your body. The maximum amount payable hereunder will not exceed, in the aggregate, the amount of \$5,000 for all such expenses.

Payment will not be made for board or other ordinary living, travelling or clothing expenses, and transportation must occur in a vehicle or device operated under a license for the conveyance of passengers for hire.

Benefits payable under the Identification Benefit will be limited to only one policy in the event this benefit is contained in two or more policies issued to CTV Inc. by CIGNA Life.

## TRAVEL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

### Coverage K - Seat Belt Benefit

In the event you **sustain** an injury which results in a payment being made under the Schedule of Losses - Coverage A, your Benefit Amount will be increased by 10% to a maximum of \$10,000, **if**, at the time of the accident, you were **driving** or riding in a Vehicle and wearing a properly fastened Seat Belt.

Due proof of Seat Belt use must be provided **as** part of the written proof of loss.

“Vehicle” means a private passenger car, station wagon, van, or jeep-type automobile.

“Seat Belt” means those belts that form a restraint system.

### Exclusions

The plan does not cover any loss which, is the result of:

1. intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
2. declared or undeclared war or any act thereof;
3. accident occurring while serving on full-time active duty in the ‘armed forces of any country;
4. travel or flight in any vehicle or device for navigation beyond the earth’s atmosphere, or aerial navigation.

With respect to air travel, the insurance afforded shall apply to loss caused by or resulting from travel or flight in any aircraft or any other device for aerial navigation, provided such aircraft or device has a current and valid certificate of airworthiness, included boarding or alighting from, except:

1. while being used for any test or experimental purpose; or
2. while you are operating, learning to operate or serving **as** a member of the crew; or
3. while being operated by or for any military authority, other than transport type aircraft operated by the Canadian Armed Forces Air Transport Command or the similar air transport service of any other country; or
4. any such aircraft or device which is owned, leased or operated by or on behalf of the Policyholder; or
5. while being used for firefighting, pipeline inspection, powerline inspection, aerial photography or exploration.

### **Exposure and Disappearance:**

This coverage includes exposure to the elements, after the forced landing, stranding, sinking or wrecking of a vehicle in which the Insured Person was traveling.

You will be presumed to have died, for the purpose of this coverage, if:

- (a) you are in a vehicle which disappears, sinks, or is stranded or wrecked, in the course of a trip which would be covered by **this** policy;
- (b) your body is not found within a year of the accident.

## HOW TO CLAIM

**NOTE:** In the event of a claim, notice of claim must be given to CIGNA Life within 30 days from the date of accident and subsequent proof of claim must be submitted to CIGNA Life within 90 days from the date of the accident.

A claim form can be obtained from your Human Resources Department.

### IMPORTANT:

This booklet has been prepared in connection with a group plan underwritten by CIGNA Life Insurance Company of Canada. For ease of reference this booklet contains a brief description only and does not mention every provision of the contract issued. Rights and obligations are determined in accordance with the contract and not this wording in the event of a difference arising between this booklet and the contract. Details regarding coverage and exclusions for specific items are available upon request. If you have any questions about your Group Benefits program, please contact your local Human Resources department.

Subject to our Collective Agreements, CTV Inc. may amend the Group Benefits program from time to time.

**OCCUPATIONAL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**  
**FOR THE EMPLOYEES**  
**OF**  
**CTV INC.**

## **OCCUPATIONAL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

**(Insured by CIGNA Life Insurance Company of Canada)**

**Policy Number: ABT 10 12 19**

### **COVERAGE**

This benefit is payable, in addition to any other insurance benefits, for paralysis, loss of life, limb, sight, speech or hearing which is the result of accidental bodily injuries and which occur within 365 days from the date of the accident.

The coverage against loss resulting directly and independently of **all** other causes from bodily injuries caused by an accident occurring while this policy is in force provided such injury is sustained while performing the normal and regular duties which pertain to your Occupation. Commuter travel is covered under this policy.

“Occupation” **as** used in this policy means each and every occupation or employment assigned by CTV Inc. that you are engaged in for wage or profit on the date of the accident.

### **ELIGIBILITY**

If you are an active, permanent, full-time employee of CTV Inc., residing in Canada, you will be covered for a Benefit Amount stated below. For further details regarding your eligibility for the Occupational Accidental Death & Dismemberment coverage, please consult your local Human Resources Department.

Under this plan, your “Spouse” is defined **as** a person who is either legally married to you or a person who has cohabited with you in a conjugal relationship **and** has been represented **as** your domestic partner for a period of one year or longer at the time the claim is made.

### **BENEFIT AMOUNT**

#### **Schedule of Losses and Permanent Total Disability**

You will be covered for a flat Benefit Amount of \$300,000.

Coverage terminates upon the earlier of termination/retirement or attainment of age 70.

In the event of your death, the Benefit Amount is payable to the beneficiary you have named under your Group Life Insurance Plan or in the absence of such designation, to your estate.

## OCCUPATIONAL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

### SCHEDULE OF LOSSES

#### Coverage A - Accidental Death, Dismemberment, Loss of Sight & Paralysis

If such injuries result in any one of the following specific losses within one year from the date of accident, CIGNA Life will pay the percentage of the Benefit Amount as specified below; provided, however, that only one (the largest) of such benefits shall be paid with respect to injuries resulting from one accident.

For Loss of:	Percentage of the Benefit Amount
Life	100%
Both Hands, Both Feet, Entire of Sight of Both Eyes, One Hand and One Foot, One Hand or One Foot and Entire Sight of One Eye	100%
Speech and Hearing	100%
Use of Both Arms or Both Hands	100%
Quadriplegia, Paraplegia, Hemiplegia	200%
One Arm or One Leg or Use of One Arm or One Leg	75%
One Hand or One Foot or Use of One Hand	66 2/3%
Entire Sight of One Eye	66 2/3%
Speech or Hearing	66 2/3%
Thumb and Index Finger of the Same Hand	33 1/3%
Four Fingers of the Same Hand	33 1/3%
Hearing in One Ear	25%
All Toes of the Same Foot	12 1/2%

"**Loss**" shall mean, with respect to hand or foot, actual severance through or above the wrist or ankle joint; with respect to arm or leg, actual severance through or above the elbow or knee joint; with respect to eye, the total and irrecoverable **loss** of sight; with respect to speech, the total and irrecoverable loss of speech which does not allow audible communication in any degree; with respect to hearing, the total and irrecoverable **loss** of hearing which cannot be corrected by any hearing aid or device; with respect to thumb and index finger, actual severance through or above the first phalange; with respect to fingers, the actual severance through or above the first phalange of all four fingers of the same hand; with regard to toes, the actual severance of both phalanges of **all** toes of the same foot.

"**Loss**" as used with reference to Quadriplegia (paralysis of both upper and lower limbs), Paraplegia (paralysis of both lower limbs) and Hemiplegia (paralysis of upper and lower limbs of one side of the body), means the complete and irrecoverable paralysis of such limbs.

"**Loss of Use**" shall mean the total and irrecoverable loss of function of an arm, hand or leg, provided such loss of function is continuous for twelve consecutive months and such loss of function is thereafter determined on evidence satisfactory to CIGNA Life to be permanent.

# OCCUPATIONAL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

## Coverage B - Permanent Total Disability

After one year of Continuous Total Disability and if you are then Permanently and Totally Disabled, CIGNA Life will pay a Permanent Total Disability benefit equal to the amount specified in the Benefit Amount less payments, if any, made under the Schedule of Losses - Coverage A, on account of such injuries.

“Continuous Total Disability”, which must result from such injuries and commence within 30 days after the date of accident, means your complete inability during the first year thereof to perform the substantial and material duties of your occupation.

“Permanently and Totally Disabled”, means your complete inability after one year of continuous total disability as defined above, to engage in an occupation or employment for which you are fitted by reason of education, training, or experience for the remainder of your life.

## Coverage C - Medical Expense

You will be eligible for the following coverage (to a maximum of \$50,000 in excess of OHIP) if you have opted out of the Policyholder’s Extended Health Care Plan to participate in your spouse’s plan and (a) subsequently cease to be covered under that plan and are denied readmittance to the Policyholder’s Extended Health Care Plan, or (b) your spouse’s plan provided coverage on a non-occupational basis.

If on account of such injuries you shall require treatment, supplies or services, as stated below under the Eligible Expenses, subject to the maximum amount specified in the Benefit amount section, CIGNA Life will reimburse you for all eligible expenses to the extent that the expense:

- a) is recommended as medically necessary by a physician,
- b) is in CIGNA Life’s opinion, reasonable and customary in comparison with the fees and prices generally charged in the area in which treatment is rendered,
- c) exceeds and does not duplicate the cost of any such services under the terms of any governmental plan of health insurance services and
- d) is incurred within 52 weeks from the date of the accident.

### Eligible Expenses:

**In Province:** Eligible Expenses in your normal province of residence include:

Hospital: The difference in cost between ward and semi-private accommodation and meals while in a Hospital as an In-patient.

Registered Nurse: Out-of-hospital services of a registered nurse or a licensed practical nurse or a registered nursing assistant none of whom is related by blood or connected by marriage to either you or any of your dependents or normally resides with you or any dependents - to a lifetime maximum of \$5,000 per individual.



## OCCUPATIONAL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

### Paramedical Practitioners:

- a) services of a Chiropractor, Osteopath, Physiotherapists, Naturopath, Masseur - up to a maximum of \$12 per visit and a maximum of \$200 per practitioner per person. In addition, up to a maximum of \$15 for X-ray by a Chiropractor or Osteopath.
- b) services of a Podiatrist or Chiropodist - up to \$12 per visit and up to maximum of \$200.
- c) services of a licensed Clinical Psychologist - up to \$10 per 1/2 hour for the first visit and up to \$10 for each additional visit for treatment or therapy for up to a maximum of \$200.
- d) services for a Speech Therapist - \$25 for the initial assessment and up to \$12 per visit for treatment or therapy for up to a maximum of \$200.

### Prescription Drugs:

Drugs dispensed by a licensed pharmacist, Physician or Dentist, and which can only be obtained by a written prescription from a Physician or Dentist.

### Transportation:

A licensed ground ambulance or air ambulance when used to transport you in any of the following circumstances because of either emergency or In-patient treatment; subject to one return trip per injury;

- a) from the place where you suffer the accident to the nearest hospital where adequate treatment is available;
- b) from one hospital to another hospital, and
- c) from a hospital to your place of residence;

### Appliances:

- a) Purchase of artificial limbs or eyes where the loss occurs while you are insured under this benefit; trusses, braces, crutches, orthopedic shoes which are attached to and form part of a brace including adjustment thereto, and to a maximum of \$25 for elastic support stockings,
- b) Rental, or at CIGNA Life's option, purchase of a wheelchair, hospital bed, iron lung and other durable equipment designed primarily for use in a Hospital for therapeutic purposes,
- c) Purchase but not the repair of hearing aids on the written prescription of a Physician - to a **maximum** of \$300 per injury.

### Diagnostic Procedures:

X-ray and diagnostic laboratory procedures and X-ray or radium therapy; such procedures do not include services received during confinement to Hospital;

### Dental Treatment:

The repair or replacement of natural teeth as a direct result of an Accidental Bodily Injury and not by an **object** wittingly or unwittingly placed in the mouth, sustained while you **are** insured under **this** Benefit and provided treatment is commenced within 90 days of such injury. Reimbursement will be for the least expensive treatment that will provide a professionally adequate result. No reimbursement will be provided for treatment performed more than 1 year after the date of the Accidental Bodily Injury;

“Accidental Bodily Injury” means.....bodily injury resulting directly and independently of **all** other causes from an Accident and which is caused by external, violent and visible means and sustained while an Insured Person is covered under the Policy. Injury must result within a 365 day period after the date of the Accident.

## OCCUPATIONAL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

### Vision Care

- a) Eyeglass lenses prescribed by an Ophthalmologist or Optometrist for the correction of defective vision but excluding safety glasses and non-prescription sun-glasses.
- b) Eyeglass Frames including repairs to such frames, limited to one pair per individual and up to a maximum of \$100.
- c) Contact Lenses prescribed by an Ophthalmologist as follows:
  - i) following a surgical procedure to the eyes, or
  - ii) when the visual acuity of the better eye cannot be corrected to the 20/70 level by means of eyeglasses.However, if the contact lenses are purchased instead of eyeglasses for cosmetic or other reasons, reimbursement will be limited to the reasonable and customary charge for eyeglass lenses.
- d) Any disposable contact lenses or of a similar description - up to a maximum of \$150.

### Other Eligible Expenses:

Oxygen, plasma, blood or blood substitutes and their administration.

### Outside Province Emergency:

In the event of an accident, occurring outside your normal province of residence, the following are Eligible Expenses:

- a) Hospital Services and semi-private accommodation in a hospital,
- b) Services of a Physician
- c) All other Eligible Expenses, except Hospital Benefit, that are provided under Coverage C in your normal province of residence.

### **Coverage D - Rehabilitation Benefit**

When injuries result in a payment being made by CIGNA Life under the Schedule of Losses excluding the **Loss** of Life benefit provided by the policy, CIGNA Life will also pay the reasonable and necessary expenses actually incurred to a maximum **limit** of \$10,000 for special training provided:

- a) such training is required because of such injuries and in order for you to be qualified to engage in an occupation in which you would not have been engaged except for such injuries;
- b) expenses are incurred within two years from the date of the accident;
- c) no payment will be made for ordinary living, travelling or clothing expenses.

### **Coverage E - Repatriation Benefit**

When injuries covered by this policy result in a loss of life more than 150 km from your city of permanent residence or outside of Canada and such loss of life occurs within 365 days from the date of the accident, CIGNA Life will pay the actual expense incurred for preparing the deceased for burial and shipment of the body to the city of residence of the deceased, to a maximum of \$10,000.

### **Coverage F - Transportation Expense**

When injuries covered by this policy require you to be transported from the site of the accident to the nearest suitably equipped hospital, CIGNA Life will pay the actual expense incurred for transportation, to a maximum of \$10,000 per accident.

## OCCUPATIONAL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

### Coverage G - Home Alteration **and** Vehicle Modification

In the event you sustain an injury which results in a payment being made under the Schedule of Losses - Coverage **A** excluding the Loss of Life Benefit and such injury subsequently requires the use of a wheelchair to be ambulatory, CIGNA Life will pay the reasonable and necessary expenses actually incurred within 365 days from the date of accident for:

1. the one-time **cost** of alterations to your principal residence to make it wheelchair accessible and habitable; and
2. the one-time cost of modifications necessary to a motor vehicle utilized by you to make the vehicle accessible or driveable for you.

Benefit payments herein **will** not be paid unless:

- (i) home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization (in the opinion of CIGNA Life), providing support and assistance to wheelchair users; **and**
- (ii) 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 1. and 2. combined is \$10,000.

### Coverage **H** - Family Transportation Benefit

When injuries covered by this policy, result in your confinement **as** an inpatient in a hospital more than 150 km from your city of permanent residence or outside of Canada and requires personal attendance of a member of your immediate family **as** recommended by the attending physician, in writing, CIGNA Life will pay for the expense incurred by the member of your immediate **family**, for the transportation by the most direct route by a licensed common carrier to you while confined, to a maximum of \$10,000.

"Member of your immediate family" means your Spouse, parents, grandparents, children over age 18, brother or sister.

### Coverage **I** - Spousal Occupational **Training** Benefit

When injuries to you result in a payment being made by CIGNA Life under the Loss of Life benefit, CIGNA Life **will** pay in addition:

the expenses actually incurred, within 365 days from the date of the accident, by your Spouse for a formal occupation training program for the purpose of specifically **qualifying** your spouse to **gain** active employment in an occupation for which your spouse ~~would~~ otherwise not have sufficient qualifications.

The maximum payable hereunder is \$10,000.

## OCCUPATIONAL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

### Coverage J - Day Care Benefit

If you die in a covered accident while the policy is in force, CIGNA Life will pay, in addition to all other benefits payable under the policy a "Day Care Benefit" equal to the reasonable and necessary expenses actually incurred, subject to the lesser of 5% of your Benefit Amount or a maximum of \$5,000 per year, on behalf of your Dependent Child who is enrolled in a legally licensed Day Care centre on the date of the accident or who enrolls in a legally licensed Day Care centre within 365 days following the date of the accident.

The "Day Care Benefit" will be paid each year for 4 consecutive years, but only upon receipt of satisfactory proof that your Dependent Child is enrolled in a legally licensed Day Care centre.

"Dependent Child" means either a legitimate or illegitimate child, adopted child, step-child or any child who is in a parent-child relationship with you and who is unmarried, twelve (12) years of age and under and dependent upon you for maintenance and support.

If, at the time of the accident, there are no Dependent Children who qualify, CIGNA Life will pay an additional benefit of \$5,000 to the designated beneficiary or estate.

### Coverage K - Identification Benefit

In the event of your accidental loss of life more than 150 km from your normal place of residence and identification of your body by a member of your immediate family has been requested by the police or a similar governmental authority, CIGNA Life will reimburse the reasonable and customary expenses actually incurred by your family member for:

- a) transportation by the most direct route to the city or town where the body is located; and
- b) hotel accommodation in such city or town, subject to a maximum duration of 3 days.

The reimbursement of such expenses incurred is subject to the accidental loss of life benefit being subsequently payable in accordance with the terms of this policy following the identification of your body. The maximum amount payable hereunder will not exceed, in the aggregate, the amount of \$5,000 for all such expenses.

Payment will not be made for board or other ordinary living, travelling or clothing expenses, and transportation must occur in a vehicle or device operated under a license for the conveyance of passengers for hire.

Benefits payable under the Identification Benefit will be limited to only one policy in the event this benefit is contained in two or more policies issued to CTV Inc. by CIGNA Life.

## OCCUPATIONAL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

### Coverage L • Seat Belt Benefit

In the event you sustain an injury which results in a payment being made under the Schedule of Losses - Coverage A, your Benefit Amount will be increased by 10% to a maximum of \$10,000, if, at the time of the accident, you were **driving** or riding in a Vehicle and wearing a properly fastened Seat Belt.

Due proof of Seat Belt use must be provided as part of the written proof of loss.

“Vehicle” means a private passenger car, station wagon, van, or jeep-type automobile.

“Seat Belt” means those belts that form a restraint system.

### Exclusions

The plan does not cover any loss which, is the result of:

1. intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
2. declared or undeclared war or any act thereof;
3. accident occurring while serving on full-time active duty in the armed forces of any country;
4. travel or flight in any vehicle or device for navigation beyond the earth's atmosphere, or aerial navigation.

With respect to air travel, the insurance afforded shall apply to loss caused by or resulting from travel or flight in any aircraft or any other device for aerial navigation, provided such aircraft or device has a current and valid certificate of airworthiness, included boarding or alighting from, except:

1. while being used for any test or experimental purpose; or
2. while you are operating, learning to operate or serving as a member of the crew; or
3. while being operated by or for any military authority, other than transport type aircraft operated by the Canadian Armed Forces Air Transport Command or the similar air transport service of any other country; or
4. any such aircraft or device which is owned, leased or operated by or on behalf of the Policyholder; or
5. while being used for fire fighting, pipeline inspection, power line inspection, aerial photography or exploration.

### Exposure and Disappearance:

This coverage includes exposure to the elements, after the forced landing, stranding, **sinking** or **wrecking** of a vehicle in which the Insured Person was traveling.

You will be presumed to have died, for the purpose of this coverage, if:

- (a) you are in a vehicle which disappears, sinks, or is stranded or wrecked, in the course of a trip which would be covered by this policy;
- (b) your body is not found within a year of the accident.

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## HOW TO CLAIM

**NOTE:** In the event of a claim, notice of claim must be given to CIGNA Life within 30 days from the date of accident and subsequent proof of claim must be submitted to CIGNA Life within 90 days from the date of the accident.

A claim form can be obtained from your Human Resources Department.

### IMPORTANT:

This booklet has been prepared in connection with a group plan underwritten by CIGNA Life Insurance Company of Canada. For ease of reference this booklet contains a brief description **only** and does not mention every provision of the contract issued. Rights and obligations are determined in accordance with the contract and not this wording in the event of a difference arising between this booklet and the contract. Details regarding coverage and exclusions for specific items are available upon request. If you have any questions about your Group Benefits program, please contact your local Human Resources department.

Subject to our Collective Agreements, CTV Inc. may amend the Group Benefits program from time to time.

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