

**COLLECTIVE AGREEMENT
BETWEEN**

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

And

THE COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION

Local 975

JANUARY 1, 2003

TO

DECEMBER 31, 2005

12614 (02)

TABLE OF CONTENTS

Article 1	Recognition -----	3
Article 2	Union Management Co-operation-----	4
Article 3	Reservations to Management-----	6
Article 4	Strikes or Lockouts-----	7
Article 5	Check-off of Union Dues -----	8
Article 6	Union Security-----	9
Article 7	Negotiating Committee-----	11
Article 8	Duration of Agreement-----	12
Article 9	New Employees-----	13
Article 10	Seniority-----	14
Article 11	Job Postings -----	15
Article 12	Temporary Employees -----	17
Article 13	Layoff/Recall -----	18
Article 14	Employee Benefits -----	19
Article 15	Sick Benefits-----	20
Article 16	Annual Vacations -----	22
Article 17	Public Holidays-----	25
Article 18	Floater Days -----	26
Article 19	Leave of Absence -----	27
Article 20	Bereavement Leave -----	28
Article 21	General Clauses -----	29
Article 22	Hours of Work -----	30
Article 23	Overtime -----	31
Article 24	Disciplinary Action-----	33
Article 25	Grievance Procedure-----	34
Article 26	Arbitration-----	35
Article 27	Rates of Pay -----	36

LETTERS OF UNDERSTANDING

#1	Recognition Clause -----	39
#2	Shift & Hours of Work -----	40
#3	<u>Short Term Incentive Program (STIP)</u> -----	43
#4	Hours of Work Pilot -----	45
#5	Growing the Business -----	47
#6	Employee Security -----	48
#7	Customer Care Representative Job Design-----	49
#8	Philosophy Statements -----	57
#9	Full-Time Union Officer -----	60
#10	Religious Holidays-----	61
#11	Supervisors doing Bargaining Unit Work-----	62
#12	Part-Time Employees in Eastern Region -----	63
#13	Defined Contribution Pension Plan -----	64
#14	Sick Pay Coverage for PVH/PPT Employees	65

This agreement ratified the 16th day of June, 2004 by and between Accenture Business Services for Utilities, or its successor, hereinafter called "The Company" and The Communications, Energy and Paperworkers Union, or its successor, herein after called the Union.

ARTICLE 1 RECOGNITION

- 1.01 The parties, having agreed to further their relationship by consolidating existing collective agreements into one document with subsets based on lines of business, hereby define the language to be used as the "recognition clause" in that new agreement. Although intended to be definitive, the parties acknowledge that as time progresses, the following language will have to be reviewed to deal with evolving issues.
- 1.02 Accenture Business Services for Utilities Inc., hereinafter referred to as the Company, recognizes the Communications, Energy and Paperworkers Union Local 975, hereinafter referred to as the Union, as the sole bargaining agent for:
- A) All clerical and laboratory employees, save and except Niagara Region non operating employees, supervisors, those above the rank, residential/commercial sales associates, energy management consultants, account associates, secretaries to department managers, those above that rank, those employees in the Human Resources, Budget, Regulatory Affairs and Corporate Affairs departments, and clerical persons who normally work 24 hours per week or less in the Central Region of Accenture Business Services for Utilities Inc.
 - C) All operations employees save and except supervisors, those above that rank and those working out of the Grimsby office.

ARTICLE 2
UNION MANAGEMENT CO-OPERATION

- 2.01 Conferences between the Company representatives and the negotiating committee to discuss matters other than grievances shall be called when mutually agreed upon. Matters to be discussed at any such conference shall be listed in an agenda to be supplied by the party requesting the conference to the other party not less than forty-eight (48) hours before the time for which the conference is arranged.
- 2.02 The Union Safety representatives may request meetings with Company Safety representatives and, sufficient notice having been given, such meetings shall be held as soon as possible thereafter. Either party or both parties may make recommendations to their principals, and pass on information resulting from these meetings.
- 2.03 The parties agree that the "Involvement Philosophy Statement" will be used to strengthen the relationship and reflect the way in which the parties will work together in the future. (See Letter of Understanding)
- 2.04 The Company and the Union recognize the importance of a strong commitment to the Health and Safety of its work force and therefore agree and commit to the following:
- A) Compliance with a standard that, as a minimum, meet all applicable laws and regulations as of April, 1998, and reflect applicable industry standards.
 - B) That the Company will provide and maintain a safe and healthy work environment, safe equipment and will follow operating practices that will safeguard all employees and the public.
 - C) The elimination of the source of dangers to the health, safety and physical well being of its employees is of paramount importance.
 - D) That procedures are in place to ensure the efficient delivery of, and accessibility to, Health and Safety training.
 - E) That the Company and the Union will work together to ensure all employees are aware of their rights and obligations with respect to these commitments.
 - F) That unacceptable performance of health and safety responsibilities will not be tolerated.
 - G) Development and communication of a Safety Management System.

ARTICLE 2
UNION MANAGEMENT CO-OPERATION (Continued)

- 2.05 The Company and the Union also recognize the importance of Joint Health and Safety Committees, comprised of knowledgeable employees, to achieving these commitments and agree to ensure that the committees have the necessary support to fulfil their role.

ARTICLE 3
RESERVATIONS TO MANAGEMENT

- 3.01 The Union recognizes the right of the Company to operate and manage its (the Company's) business in all respects.
- 3.02 The right to hire, manage the working force, and maintain order and efficiency is the exclusive responsibility of Management, provided there is no conflict with the terms of this Agreement.
- 3.03 The right to promote and the right to discipline and discharge for cause are likewise the exclusive responsibility of Management, provided that claims of discriminatory promotions and wrongful or unjust discipline or discharge shall be subject to the grievance procedure herein provided.

ARTICLE 4
STRIKES OR LOCKOUTS

4.01 The Union and the Company recognize their respective and unusual responsibilities to the public constantly being served by the Company and therefore, pledge that there shall not be any resort to lockouts, strikes or any other collective action which will interfere in any normal operations of the Company during the term of this Agreement.

ARTICLE 5
CHECK-OFF OF UNION DUES

- 5.01 The Company agrees that a check-off of the Union dues shall be made on a weekly basis from the salary of all Union members and that dues will commence from the first week of employment for all new employees.
- 5.02 The Union shall notify the Company of the amounts of dues on the effective date of this Agreement. Such amounts shall be subject to change at the request of the Union once each three-month period during the life of this Agreement. Such deductions will be remitted to the Secretary-Treasurer of the Union within one week of the deduction and shall be accompanied by a list of the employees from whom the deductions have been made and their addresses will be forwarded to the Treasurer of the Union. Such deductions will be remitted into the Unions account.
- 5.03 Upon not less than 30 days' notice from the Secretary-Treasurer of the Union, the Company shall check off a special assessment of one or more weeks' duration from the salary of all Union members, no more than once in each three month period during the term of this Agreement, provided that a copy of the minutes relating assessment, certified by the Secretary of the Union, is forwarded with the requests. Such deductions will be remitted into the Unions account within one week of the deduction.

ARTICLE 6
UNION SECURITY

- 6.01 Employees covered by the terms of this Agreement who enter the Company's service shall, as a condition of continued employment, become members of the Union and remain members in good standing in accordance with the constitution and by-laws of the Union for the duration of this Agreement.
- 6.02 An employee elected or appointed to a full-time office in the Union which requires a continuous and extended absence from regular work, shall upon written application therefore, be granted such leave of absence without pay, and without loss of seniority for such time as the office is held, to a maximum leave of two years, after which further leave may be granted at the discretion of the Company. It is the condition of reinstatement to their former position that the employee apply therefore within thirty (30) calendar days after the expiration of this term of office with the Union, and that they are competent to perform the work.
- 6.03 Members of the Union when delegated or elected to transact bonafide business pertaining to the Local Union, shall upon written application therefore made at least forty-eight (48) hours prior, be granted time off without pay.
- 6.04 With respect to business pertaining to the Communications, Energy and Paperworkers Union leaves will be granted provided 14 days' notice given. In the event that leaves of absence granted under this clause unduly interfere with the operation of a department, the Company and the Union shall discuss possible alternate arrangements; however, failing to agree on alternate arrangements, said leaves of absence shall not be withheld. If a substitute is agreed upon as an alternate arrangement the substitute shall receive the same pay as the absent employee would have received. There is commitment not to interfere with operations.
- 6.05 The Company agrees that no employee shall suffer loss of normal salary while attending Company - Union meetings.
- 6.06 The Company and the Union agree that there will be no discrimination against employees due to union involvement.
- 6.07 The Company recognizes the Local Union shall require a full-time officer. The terms and conditions are documented in a Letter of Understanding.

ARTICLE 6
UNION SECURITY (Continued)

- 6.08 The Company shall recognize Stewards, appointed by the Union. The Union shall provide the Company with an up to date list.
- 6.09 The Company agrees to provide bulletin boards, for the posting of Union notices. It is understood that a copy of these notices shall be submitted to the Human Resources Department prior to posting.

ARTICLE 7
NEGOTIATING COMMITTEE

- 7.01 The Company agrees that a Negotiating Committee not to exceed ten (10) in number, selected by the Union, shall be recognized as the authorized representatives of the employees on any proposed renewal or revision of this Agreement. This committee may be augmented by representatives of the Communications, Energy and Paper Workers Union.

**ARTICLE 8
DURATION OF AGREEMENT**

- 8.01 This Agreement shall become effective on January 1, 2003 and shall remain in effect until December 31, 2005, and thereafter shall continue in effect until one party hereto notifies the other party within sixty (60) days of the anniversary date of this Agreement or any extension thereof that such party elects to modify or amend this Agreement.
- 8.02 Notice of termination, addition to, or revision of any or all of this Agreement's provisions require that negotiation on such proposals commence no sooner than ten (10) days after December 1, 2005.
- 8.03 Should this Agreement be allowed to continue in effect automatically after December 1, 2005 any or all of its provisions may be terminated at any time thereafter on two (2) months notice by either party thereto, negotiations commencing no sooner than ten (10) days and no later than thirty (30) days from date of such notice.
- 8.04 All appendices to this Agreement shall form part of this Agreement.

For the Union

For the Company

Bob McDougall

Brent Hale

Dan Press

Bob Wood

Lynn Knowlton

Janice Palumbo

Janice Geddes

Len Posyniak

Dave Moffat

Camille Thomas

Dated this 7th day of June in Toronto, Ontario, 2004

**ARTICLE 9
NEW EMPLOYEES**

9.01 New employees shall be considered to be on probation until they have completed three (3) months of continuous service. Probationary employees have no rights under the collective agreement except for hours of work, rates of pay and statutory holidays. This three-month period may be extended by a maximum of three (3) months by agreement between the Company and the Union. The Company will notify the Union in writing of any termination of a probationary employee.

ARTICLE 10
SENIORITY

- 10.01 The purpose of rules respecting seniority is to give employees an equitable measure of security based on length of service with the Company.
- 10.02 Upon completion of the probationary period, seniority shall become effective for new employees from the date of entry into the service of the Company.
- 10.03 For full time exempt, temporary and part time exempt employees entering the bargaining unit, seniority with respect to job postings and layoff will be calculated from the date of entry into the Bargaining Unit, unless otherwise negotiated.
- 10.04 Seniority shall not be broken by leave of absence in writing granted by an official of the Company or by illness attested to by a physician's certificate.
- 10.05 Seniority shall be lost for any of the following reasons:
- A) if the employee voluntarily leaves the employ of the Company;
 - B) if the employee is discharged and is not reinstated pursuant to the provisions of the grievance procedure;
 - C) in the event of a lay-off for a period of twenty-four (24) consecutive months;
 - D) if an employee voluntarily leaves Local 975 for a period of twenty four (24) consecutive months;
 - E) Is absent from work for a period of ten (10) working days without satisfactory notification to the Company. This shall be deemed a voluntary resignation. Circumstances beyond the control of the employee will be taken into consideration. The Union will be notified after five (5) days of no report.
- 10.06 Officers and Shop Stewards of the Union, during their terms of Office in the Union, shall head the seniority list. This clause will not apply when considering seniority for promotion or vacation.
- 10.07 Unit seniority lists showing company seniority, and identifying unit seniority (if applicable) shall be posted on all bulletin boards and a copy sent to the secretary of the units. This list shall be revised every six (6) months.

ARTICLE 11
JOB POSTINGS

11.01 The Company will determine when a vacancy exists. The vacancy will be filled in the following order:

1. The job vacancy will be posted in the Accenture Business Services for Utilities Inc. bargaining unit. The successful candidate will be identified as per Article 11 of the Collective agreement.
2. If there is no successful applicant, the company will post on a courtesy basis to EGD and ESI.

When a vacancy in a permanent job occurs it will be posted on all bulletin boards company wide for a period of seven (7) days. A copy of this posting will be supplied to the unit chair of the Union.

11.02 Within ten (10) working days of such original posting, the Company will re-post the notice indicating thereon the successful applicant for the position and the Union will be advised of all applicants. When posting for promotion, or different job classifications, where qualifications are equal, the applicant with the most seniority shall be awarded such job as soon as practicable except where the vacancy is posted on a forecast basis. For all other postings, if qualified and able to do the work required, the applicant with the most seniority will be awarded such job as soon as practicable except where the vacancy is posted on a forecast basis.

11.03 Applicants for positions below Range 7 received from employees who were accepted for their current position within six (6) months prior to the date of any posting for which they may apply, will be accepted at the sole discretion of the Company. Unless such application is accepted, these employees will be ineligible for posting purposes under this article. Acceptance of applications will not be unreasonably denied.

11.04 In the event that a successful applicant proves unsuitable on a posted job, the Company will attempt to relocate the employee to a suitable position.

11.05 Any unsuccessful applicant, whose seniority is greater than the successful applicant has the right to apply for an opportunity to demonstrate their ability, provided the application is made within seven (7) calendar days following written notice that the applicant was not accepted. Any decision made for filling of such vacancies inconsistent with this article would be subject of a grievance and processed under the grievance procedure. The unsuccessful applicant with seniority may request and will be advised of the reasons they were not accepted.

ARTICLE 11
JOB POSTINGS (Continued)

- 11.06 A vacancy in a permanent position may be filled for a period of thirty (30) working days. An employee so transferred will receive the higher rate of pay.
- 11.07 A Temporary position shall be defined as one which shall not extend beyond a total period of sixty (60) calendar days, save and except for the following:
- A) temporary employees hired for a maximum of forty (40) weeks for maternity/parental leave coverage;
 - B) or as otherwise agreed to by the parties.
- 11.08 A temporary employee hired on contract to fill a temporary position shall be laid off in accordance with the conditions stated above.
- 11.09 Time periods may be extended by mutual agreement.

ARTICLE 12
TEMPORARY EMPLOYEES

- 12.01 Temporary employees have no rights under this collective agreement except for hours of work, rates of pay and statutory holidays, and the grievance procedure as it relates to these issues.

**ARTICLE 13
LAYOFF/RECALL**

- 13.01 In the event of a lay-off the principle of seniority shall apply.
- 13.02 In the event of a lay-off the Company and the Union will endeavour to place displaced employees in other jobs. The Company shall give the employees who are subject to lay-off and the Union sixty (60) days notice.
- 13.03 Employees in the job concerned shall be given lay-off notice. An employee with seniority who is laid off in their unit can displace an employee with less seniority provided the employee is qualified to perform the job.
- 13.04 If a change in methods or operations occurs which may result in the lay-off of employees, the Company agrees to, in consultation with the Union, make a reasonable effort to train and adapt such employees in the operation of the new equipment or methods.
- 13.05 Employees who are laid-off will be retained on a recall list, and will maintain and accrue seniority, if not on lay-off for more than twenty four (24) months. When work is available, employees on the recall list will be recalled in order of seniority of their unit, provided that the employee to be recalled is qualified and able to do the work.
- 13.06 Notice of recall to work shall be directed by registered mail to the employee's last known address, unless he/she has received prior notice by telephone which will be confirmed by registered mail. It shall be the employee's responsibility to keep the Company informed of his/her address.
- 13.07 The recalled employee must notify the Company of his/her intention to return to work within five (5) days of the date of recall notice, and must return to work within ten (10) working days of date of recall notice or make alternate arrangements satisfactory to the Company.
- 13.08 An employee who refuses recall to a job will not lose seniority, but will lose future claim to the job which he/she has refused to accept.
- 13.09 Prior to re-employment, employees in order of seniority who have bumped into other positions shall be given the first opportunity to return to their previous position when a vacancy occurs.
- 13.10 Employees, who are placed by the Company into a lower rated vacancy, will have their rate of pay red-circled for one of the following periods, whichever one occurs first.
- a) a period of two (2) years, or
 - b) until such time as the actual rate of the position catches up to their rate

ARTICLE 14
EMPLOYEE BENEFITS

- 14.01** **Benefit Coverage**
The Company agrees to provide pension and welfare benefits as described in the Company Booklets, benefit plan documents or policies of insurance for the duration of the Agreement.
- 14.02** Pension Plan
The terms of the Pension Plan form part of this Agreement. All employees must enroll in the Pension Plan in accordance with its terms and conditions.
- 14.03** Hospital, Surgical, and **Medical** Benefits
- A) Employees are eligible to enroll in the Provincial Government's Health Insurance Plans in conformity with Provincial Legislation. The Company will pay 100% of the cost of such plan. In the event of elimination of the (Provincial) O.H.I.P. plan the Company will provide comparable coverage.
- B) Employees after three **(3)** months' service will be eligible to enroll in the extended health benefits plan and the semi-private hospital coverage plan for employees and their dependants. The Company will pay **100%** of the cost for such plans.
- 14.04** Group **Life** Insurance
- A) Employees must enroll in the Company's Group Life Insurance Plan, which will provide for the payment of **\$40,000** to the beneficiary in case of the death of a participating employee. The Company will pay **100%** of the **cost** for such plan.
- B) An employee may elect to apply for Optional Life Insurance coverage in accordance with the terms and conditions of the Life Insurance Plan. Such optional life insurance will become effective after three **(3)** months of employment and shall be fully paid for by the employee.
- C) An employee may elect to apply for Optional Dependent Life Insurance to insure a spouse and each dependent child in accordance with the terms and conditions of the Life Insurance Plan. Such optional insurance shall be effective after three **(3)** months of employment and shall be fully paid for the employee.
- 14.05** Dental Plan
Upon the completion of three **(3)** months' employment an eligible employee will be enrolled in a Dental Plan which will provide dental benefits for employees and dependants. The Company will pay 100% of the premium of such plan.

**ARTICLE 15
SICK BENEFITS**

- 15.01 Eligible employees will receive Sickness, Disability and Rehabilitation Benefits in accordance with the terms and conditions outlined in the SDR Plan Text, a copy of which has been supplied to the Union. The SDR plan forms part of this Collective Agreement.
- 15.02 An employee will be eligible for Sickness, Disability and Rehabilitation Benefits after three (3) continuous months of employment.
- 15.03 The Company reserves the right to demand reasonable proof of illness before paying any benefits. The Company will reimburse the cost of any medical certificate requested.
- 15.04 An employee absent on account of illness or accident shall receive basic pay from the first day of absence. Sickness, Disability and Rehabilitation Benefits will be paid in accordance with the following schedule for any one illness or accident.

<u>SERVICE</u>	<u>SDR BENEFIT</u>
Less than one (1) year	Full pay for 2 weeks 66 2/3% pay after 2 weeks Nil pay after 26 weeks
1 year to 2 years	Full pay for 6 weeks 66 2/3% pay after 6 weeks
2 years to 4 years	Full pay for 8 weeks 66 2/3% pay after 8 weeks
4 years to 6 years	Full pay for 12 weeks 66 2/3 % pay after 12 weeks
6 years to 8 years	Full pay for 16 weeks 66 2/3% pay after 16 weeks
8 years to 10 years	Full pay for 20 weeks 66 2/3% after 20 weeks
10 years and over	Full pay for 26 weeks 66 2/3% after 26 weeks

ARTICLE 15
SICK BENEFITS (Continued)

- 15.05 An employee who is absent on account of illness or other causes must notify the Company as directed prior to the start of such absence or as soon as physically possible indicating the duration and nature of such absence. In the case of failure to so report, the absence will be considered to commence only from the time that proper notification is received for the purpose of computing sick benefits under Article 15.4. If the original notification reported the absence to be less than one (1) week and subsequently such absence is extended, notification shall be given to the Company of such extension as soon as it is known. Employees must report progression of illness every seven (7) calendar days on an illness or disability extending over a period unless other notification is arranged with the employees' Supervisor.
- 15.06 An employee who is injured at work will receive a full days' pay for the day of the accident.
- 15.07 An employee receiving benefits under the terms of the Workplace Safety and Insurance Board benefits will receive an amount necessary to make up normal net pay.
- 15.08 Employees incapacitated by reason of advanced age or general impairment of health for the efficient performance of their regular duties may be placed in any job they are capable of filling, regardless of seniority, by mutual agreement of the parties to this Agreement. Employees thus re-assigned to a lower classification shall be red-circled.

**ARTICLE 16
ANNUAL VACATIONS**

- 16.01 Employees with less than one (1) years' service by December 24 will be entitled to one (1) day's vacation for each complete month of service computed to June 30, to be taken within the calendar year.
- 16.02 An employee will be entitled to two (2) weeks' vacation with pay upon completion of one (1) full year of service prior to December 24, and provided such vacation is taken in the year in which it is due less any vacation credits received.
- 16.03 Employees who shall have completed three (3) years or more service prior to December 24 in the year in which the vacation is due, shall receive three (3) week's vacation with pay.
- 16.04 Employees who shall have completed ten (10) years or more of service prior to December 24 of the year in which it is to be taken shall receive four (4) weeks vacation with pay.
- 16.05 Employees who have completed eighteen (18) years or more service to December 24 of the year in which the vacation is to be taken shall receive five (5) weeks' vacation with pay.
- 16.06 Employees who have completed thirty (30) years or more service prior to December 24 in the year in which the vacation is to be taken shall receive six (6) weeks' vacation with pay.
- 16.07 Employees will receive two (2) weeks additional vacation in the year in which they retire.
- 16.08 Effective July 1, 2004 for the purposes of calculating the January 1, 2005 vacation year and future vacation years, each week of Vacation pay shall be based on 2% of the employee's gross annual wages during the year of vacation entitlement.

For the purposes of calculating vacation pay, gross wages include:

- regular earned wages, as well as commissions
- STIP
- overtime pay
- public holiday pay

ARTICLE 16
ANNUAL VACATIONS (continued)

They do not include:

- expenses and travelling allowances
- contributions made by an employer to a benefit plan and payments from a benefit plan that an employee is entitled to
- vacation pay that has been paid out or has been earned but not paid
- severance pay

In no case shall weekly vacation pay be less than an employee's base hourly wage rate multiplied by normal weekly scheduled hours.

- 16.09 All deductions normally made from an employee's regular pay shall be deducted from the employee's vacation pay.
- 16.10 The vacation schedule shall be arranged by groups with proper regard for seniority and providing for the continuous and efficient operation of the department. The vacation schedule shall be as follows:
- For the vacation period from January to May, selection sheets will be required by October 1st and the Vacation Schedule will be posted on or before October 31st.
- For the vacation period from June to December, selection sheets will be required by March 1st and the Vacation Schedule will be posted on or before March 31st.
- 16.11 For those who request and are eligible; a minimum of two (2) weeks vacation will be granted in any year between May 15th and September 15th.
- 16.12 Employees who leave the Company's service before having received their annual vacation for the year in which they leave, will be paid vacations credits as follows:
- A) Less than one (1) year's service – four (4) percent of earnings from July 1 in the preceding year.
 - B) More than one (1) year's service but less than three (3) year's service – four (4) percent of earnings from July 1 in the preceding year.
 - C) Three (3) year's service or more – six (6) percent of earnings from July 1 in the preceding year.
 - D) Ten (10) year's service or more – eight (8) percent of earnings from July 1 in the preceding year.

ARTICLE 16

'ANNUAL VACATIONS (continued)

- E) Eighteen (18) year's service or more – ten (10) percent of earnings from July 1 of the preceding year.

16.13 Vacation Carryover

- A) Each employee must take a minimum of two weeks vacation in each year. This would allow employees with greater than three years service by December 24 to carryover vacation to the next year. The maximum amount of vacation that can be banked is two weeks.
- B) All carryover vacation must be used first.
- C) The banked vacation must be used in the following year.
- D) Scheduling of vacation for use of the carryover portion should be requested as early in the year as possible.
- E) All carryover vacation requested to be taken must be by mutual agreement between the employee and supervisor.
- F) For the protection of employees who choose not to participate in the carryover process, all primary vacation requests will take precedence before carryover portions.
- G) Increments of weeks only will normally be permitted to be carried forward.
- H) Vacation carried over cannot be "cashed" in. Only on termination will the outstanding vacation carried over be paid out.

**ARTICLE 17
PUBLIC HOLIDAYS**

17.01 With respect to the following Holidays:

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

It is understood that employees, who have been employed for one (1) calendar month or more, shall receive a day off with pay for each of such holidays.

17.02 For time worked on a holiday recognized in this Agreement, an employee entitled to holiday pay shall receive double time for all hours worked, plus one days' holiday pay or a day in lieu thereof as determined by mutual agreement with their supervisor. Lieu days to be taken within one (1) year of the actual holiday. If not taken within one (1) year, the Company will designate a lieu day.

17.03 Employees "called out" to work on a holiday recognized in this Agreement will be paid a minimum of four (4) hours at double time for the first such "call out" on a holiday. Subsequent "call outs" on a holiday will be paid at double time for hours worked.

17.04 When any of the above listed holidays falls within an employees vacation period or scheduled day off, such employee shall be granted an alternate day off with pay, within twelve (12) months, at a time mutually agreed upon between the employee and the supervisor.

ARTICLE 18
FLOATER DAYS

- 18.01 Effective January 1, 2005, the Company will grant all employees four (4) days off at straight time pay in each contract year as follows:
- Those employees on a 35-hour workweek are entitled to four 7-hour floater days;
 - Those employees on a 37.5-hour workweek are entitled to four 7.5 hour floater days;
 - Those employees on a 40-hour workweek are entitled to a four 8-hour floater days;
 - PVH employees are entitled to four 6-hour floater days.

These days will not be taken while on shift or standby. This restriction will not apply to permanent shifts.

- 18.02 Floater days accumulated will be calculated in hours. Time off may be taken in hours or days subject to 18.04.
- 18.03 Employees hired after January 1 of each contract year will be granted one (1) floater day for each thirteen (13) weeks of completed service until the following January 1 at which time 18.01 will apply.
- 18.04 Time off per this Article is to be arranged by mutual agreement between the employee and the supervisor.
- ~~18.05~~ All hours not used by the end of a calendar year will be lost.

ARTICLE 19
LEAVE OF ABSENCE

- 19.01 The Company may, at its discretion, grant a leave of absence with pay, to an employee for personal reasons.
- 19.02 Work and other operating conditions permitting, leave of absences not otherwise provided for will be given consideration. Such leave of absence are to be without pay and will be deemed temporary leaves of absence.
- 19.03 An employee when called for jury duty or subpoenaed as a witness shall be paid full salary.
- 19.04 The Company will grant leave of absence with pay to ex-service persons who wish to attend Remembrance Day services or may be participating in Remembrance Day ceremonies.
- 19.05
- A) An employee shall be granted at the time of their marriage three (3) days off with pay, provided the employee has completed three (3) months or more continuous service.
 - B) If because of legal, landlord or other requirements an employee is required to change residence on a working day, the Company co-operates by providing a day off with pay. One (1) day off with pay in a twelve (12) month period is allowed for this purpose.
- 19.06 An employee shall be granted a day off with pay in order to attend their Canadian citizenship proceedings.

ARTICLE 20
BEREAVEMENT LEAVE

- 20.1 An employee shall be allowed three (3) days with pay, if scheduled to work, in the event of death in the immediate family, i.e. brother, sister, spouse, parents, parent-in-law, child, son-in-law, daughter-in-law, grandparent, or grandchild or other relative living in the home of the employee. Time off shall not extend beyond two (2) days of the funeral.
- 20.2 Employees shall be allowed one (1) day off with pay for the purpose of attending the funeral of the employee's aunts, uncles, brother-in-law or sister-in-law.
- 20.3 At the Company's discretion, an employee shall be allowed one (1) day with pay where the deceased is not an immediate member of the family, but the relationship is close enough, and the attending circumstances such as to justify payment.

**ARTICLE 21
GENERAL CLAUSES**

- 21.01 Employees shall be supplied with replacement of necessary tools, worn out, broken or ~~lost~~ doing Company work, subject to the approval of the Manager of Operations.
- 21.02 Clothing destroyed or damaged by other than normal use in the course of employment shall be replaced or repaired by the Company. For those who have company issued clothing a cleaning allowance will be given.
- 21.03 Employees temporarily transferred from their normal base of operations to another shall receive travelling time allowances for such period. Any additional travel expenses shall be paid as per the Transportation Policy Manual.
- 21.04 Employees required to report at a regular starting time and place for a day's work, when conditions prevent work from being performed, shall receive a normal day's pay. Nothing in this section shall apply if and when employees are expressly ordered not to report to work. Nothing in this section shall apply under conditions where overtime rates are in effect.
- 21.05 Supervisors shall not perform work normally performed by employees in the bargaining unit except under the following conditions:
- A) For the purpose of instructing, assisting or training employees.
 - B) When the Company's ability to meet client Service Level Agreements is at risk due to unplanned increases in workload volumes, resulting in a potentially negative impact to client satisfaction, Company reputation and financial targets, and in accordance with the Letter of Understanding pertaining to Supervisors Doing Bargaining Unit Work.
- Management agrees to use discretion and good judgment in this regard.
- 21.06 Non-consecutive fifteen (15) minute break period(s) shall be allowed to all employees on each shift.
- 21.07 All licenses or certifications required to perform their normal duties shall be reimbursed by the Company.
- 21.08 Where specific footwear is required by the Company as part of a uniform, the footwear will be provided by the Company.

ARTICLE 22
HOURS OF WORK

- 22.01** With the exceptions listed in the shift addendum clerical hours of work shall be a basic thirty five (35) hours per week between Monday and Friday, seven (7) hours per day and one (1) hour for lunch. These hours will be arranged between 7:00AM and 7:00PM. Any changes to hours for incumbents shall only be done by mutual agreement between the Company and the employee. When the change is over thirty (30) days the Union will be notified in writing.
- 22.02** With the exceptions listed in the shift addendum operations hours of work shall be a basic forty (40) hours per week between Monday and Friday, eight (8) hours per day and one half (1/2) hour for lunch. These hours will be arranged between 7:00AM and 6:00PM. Any changes to hours for incumbents shall only be done by mutual agreement between the Company and the employee. When the change is over thirty (30) days the Union will be notified in writing.
- 22.03** The Union recognizes the requirement of maintaining quality customer service and will endeavor to cooperate with shift adjustments when required.
- 22.05** Employees for reason of impairment of health may apply to be excused from shift work and/or callouts.

**ARTICLE 23
OVERTIME**

- 23.01 All employees whose basic work week is thirty-five (35) hours shall be paid overtime in excess of the regularly assigned hours in any one (1) day or one (1) week on the basis of the regular rate of pay (straight time) calculated on an hourly basis, for the first five (5) hours in a week and double time thereafter.
- 23.02 All employees whose basic work week is forty (40) hours or more shall be paid overtime in excess of the regularly assigned hours in any one (1) day or one (1) week at the rate of double time calculated on an hourly basis.
- 23.03 Shift premiums or change of routine premiums will not be applied when calculating overtime.
- 23.04 Employees who work outside their regular assigned hours in any one (1) day or outside their regularly assigned number of days in any one (1) week shall be paid for such time at the rate of double time. An employee working on regular day(s) off may request and be given equivalent time off without pay in lieu thereof.
- 23.05 Employees who are required to work three (3) or more consecutive hours will be allowed \$8.50 for a meal and for each successive four (4) hours overtime an additional \$8.50 for a meal.
- 23.06 Employees who work three and one half (3½) or more hours overtime that is not continuous with their regular work period will be allowed \$8.50 for a meal and for each successive four (4) hours overtime an additional \$8.50 for a meal.
- 23.07 Any employee called out after the regular scheduled day will be guaranteed a minimum of three (3) hours at the applicable rate. Employees called upon to work two (2) shifts in any twenty-four (24) hour period shall be paid at overtime rates for the second shift, unless the second shift is called for by their regular work schedule, in which case it shall be paid for at straight time.
- 23.08 Overtime work shall be evenly distributed among those normally performing the same kind of work as far as possible. Overtime work will be done on a voluntary basis as far as possible.
- 23.09 The Company shall make every effort to ensure that:
- A) An employee shall not be required to work in excess of eight (8) hours overtime continuous with his/her regular shift.
 - B) An employee will have eight (8) hours off between shifts.

ARTICLE 23
OVERTIME (Continued)

- 23.10 Employees "called out" to work will be paid an allowance for travelling time from leaving home to arriving on the job at the applicable overtime rate.
- 23.11 Employees temporarily transferred to another position will be governed by the regularly scheduled hours of work of the new position. Overtime rates will be paid only for those hours worked in excess of aforesaid schedule.
- 23.12 Employees may bank their overtime for future time off rather than receive monetary compensation according to the following guidelines. These are guidelines that may be amended with mutual agreement:
- A) Overtime banks will be calculated to the equivalent time earned for time off. The banked overtime shall not exceed thirty-five (35) hours at any given time.
 - B) Employees can request time off in minimum increments of one (1) hour (or as mutually agreed).
 - C) Time off arrangements are by mutual agreement between the employee and the supervisor.
 - D) Supper money will be paid when entitled at the time the overtime is worked.
 - E) Payout of banked overtime will occur when an employee changes jobs, is terminated or the day prior to each contract anniversary of the collective agreement.

ARTICLE 24
DISCIPLINARY ACTION

- 24.01 An employee will not be disciplined in a manner involving a suspension or dismissal without a fair and impartial hearing at which the employee shall have the assistance of up to three (3) union representatives who shall be allowed to offer such arguments as they desire in defense of such employee. Union representatives will be given as much notice as is possible under the circumstances.
- 24.02 In the case where an employee is dismissed or suspended for cause, the Company shall, within two (2) working days notify the Union in writing, giving the reasons for such actions, their extent and intended duration.
- 24.03 An employee with seniority claiming unjust discharge or suspension may submit a grievance within seven (7) calendar days of the imposition of the discipline. Such grievance shall commence at Step 3 of the grievance procedure.
- 24.04 The Company and the Union by mutual agreement may waive the time limits provided in the above section.
- 24.05 If a reprimand or notation is placed on an employee's record the employee shall receive a copy of the reprimand or notation and the Union will be promptly notified.
- 24.06 A notation placed on an employees file shall be removed after two (2) years provided no further notations have been placed on the file.

ARTICLE 25
GRIEVANCE PROCEDURE

- 25.01 A grievance may arise only from a dispute concerning the interpretation, application or administration of alleged violation of this agreement. An earnest effort will be made on the part of both parties to settle such a grievance promptly through the following steps.
- 25.02 Step 1. If an employee has a grievance, the first step is to advise the appropriate supervisor within five (5) working days of the employee being aware of the act originating the grievance and if desired may have the assistance of a steward. If a settlement is not arrived at within three (3) working days the employee may proceed to the next step.
- 25.03 Step 2. The grievance will be submitted in written form to the employee's Supervisor by the employee and a Steward. The Supervisor will respond in writing within seven (7) working days.
- 25.04 Step 3. An appeal from that decision may be made in writing within seven (7) working days by the Union. Both parties agree that upon request by either party for a meeting that such a meeting shall take place within ten (10) working days. The Company will give its decision in writing within ten (10) working days after the date of such meeting. If the decision does not bring a satisfactory settlement of the grievance, either party may refer it to arbitration.
- 25.05 The Company and the Union by mutual agreement may waive the time limits provided in the above steps.
- 25.06 If the Company or the Union has a policy concerning an alleged violation of this Agreement, the complaint shall be lodged in writing starting at Step 3.

ARTICLE 26
ARBITRATION

- 26.01 Failing agreement through the above procedure, either party may then submit the matter to arbitration within a period of twenty (20) days.
- 26.02 A Board of Arbitration shall be composed of one (1) nominee of the Company, one (1) nominee of the Union, and a third person who shall act as Chairperson on the joint recommendation of the two (2) nominees. In the event of failure to agree upon a Chairperson an application shall be made to the Minister of Labour for Ontario. Each party will bear the expense of its own nominee and the parties will jointly share the expenses, if any, of the Chairperson. No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance. It is agreed that the decision of the Board of Arbitration shall be final and binding upon the Company and the Union.
- 26.03 Should the Company and the Union agree, this provision shall not preclude the appointment of a single impartial arbitrator. Such arbitrator to be selected by mutual agreement of the parties.
- 26.04 It is agreed that the Board of Arbitration shall not have any authority or jurisdiction to alter this Agreement or to deal with any matter not covered by this Agreement.

**ARTICLE 27
RATES OF PAY**

27.01 Effective on the date of ratification, all non-temporary employees will receive two (2.00) percent in the form of a lump sum payment, calculated on base hourly wage rate multiplied by annual hours actually worked from June 1, 2003 to May 31, 2004, excluding any overtime worked.

27.02 **Incentive Compensation**
Recognizing the personal and overall contribution of employees to the success of the business, the parties to this Agreement agree to a short term incentive pay program, referred to as the Short Term Incentive Program (STIP). Terms and conditions of the STIP are listed in Letter of Understanding#3

27.03 **General**

- A) An employee, while working as a Lead Hand, will be paid a premium of \$.50 per hour for the hours so worked. Such assignments are at the discretion of the Company and may be filled without regard to seniority.
- B) Since consolidation of all job categories and job rates, jobs identified may not be utilized in all units.
- C) The parties agree that new job categories created during the term of this Agreement will be discussed as to whether job progression will apply.
- D) All employees will be eligible for Team Lead premiums of \$1.00 per hour.

27.04 **Shift Premiums**

- A) Employees Hired Prior to January 4, 2002

Monday to Friday after 12:00 noon but before 5:00 p.m.	\$1.10
Monday to Friday after 5:00 p.m. but before 6:00 a.m.	\$1.60
For any shift on Saturday and/or Sunday	\$1.75
- B) New Employees Hired On and After January 4, 2002.

For hours worked between 7:00 p.m. – 7 a.m.	\$2.00/Hr
---------------------------------------------	-----------
- C) Shift premiums at the applicable rates will be paid for all hours worked and for vacation, floaters, lieu days and authorized absence days for all permanent shift employees.

**ARTICLE 27
RATES OF PAY (CONTINUED)**

27.05 Operations Salary Schedule

	<u>June 30, 2004</u>	<u>June 30, 2005</u>
Field Investigator	<u>\$21.23</u>	
Student	\$15.93	<u>\$15.93</u>

27.06 Clerical Salary Schedule

EFFECTIVE JUNE 30, 2004

All employees in Step 3 will move to Step 4 on June 30, 2004.

TORONTO RATES OF PAY

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
1	15.00	15.25	15.50	<u>15.77</u>
2	17.00	17.25	17.50	<u>17.81</u>
3	19.00	19.25	19.50	<u>19.84</u>

OTTAWA RATES OF PAY

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
1	14.00	14.25	14.50	<u>14.75</u>
2	16.00	16.25	16.50	<u>16.79</u>
3	18.00	18.25	18.50	<u>18.82</u>

EFFECTIVE JUNE 30, 2005

All employees in Step 4 will move to Step 5 on June 30, 2005.

TORONTO RATES OF PAY

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1	<u>15.00</u>	<u>15.25</u>	15.50	15.77	<u>16.05</u>
2	<u>17.00</u>	<u>17.25</u>	17.50	17.81	<u>18.12</u>
3	<u>19.00</u>	<u>19.25</u>	19.50	19.84	<u>20.19</u>

ARTICLE 27
RATES OF PAY (continued)

OTTAWA RATES OF PAY

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>1</u>	<u>14.00</u>	<u>14.25</u>	<u>14.50</u>	<u>14.75</u>	<u>15.01</u>
<u>2</u>	<u>16.00</u>	<u>16.25</u>	<u>16.50</u>	<u>16.79</u>	<u>17.08</u>
<u>3</u>	<u>18.00</u>	<u>18.25</u>	<u>18.50</u>	<u>18.82</u>	<u>19.15</u>

Application of Rates

1. Six (6) months progression within the range.
2. Employees who are the successful applicant to a position with a higher range will have their rate of pay moved to the next highest step rate in the range.
3. Employees who are the successful applicant to a position with a lower range will have their rate of pay moved to the lower range in the same step.

**LETTER OF UNDERSTANDING#1
CHANGE TO RECOGNITION CLAUSE**

Accenture Business Services for Utilities, hereinafter referred to as the Company, recognizes the Communications, Energy and Paperworkers Union Local 975, hereinafter referred to as the Union, as the sole bargaining agent in the current franchise area covered by Consumers Gas. In the event of these boundaries being extended this Agreement will apply only if there is no existing collective agreement. The following groups of employees are covered by the terms of the collective agreement.

All clerical and laboratory employees, save and except Niagara Region non operating employees, supervisors, those above the rank, residential/commercial sales associates, energy management consultants, account associates, secretaries to department managers, those above that rank, those employees in the Human Resource, Budget, Regulatory Affairs and Corporate Affairs departments, and clerical persons who normally work twenty-four (24) hours per week or less in the Central Region of Enbridge Consumers Gas.

All operations employees save and except supervisors, those above that rank and those working out of the Grimsby office.

**LETTER OF UNDERSTANDING#2
CHANGE TO SHIFT AND HOURS OF WORK**

The parties agree to meet yearly for the purposes of evaluating existing shift schedules and hours of work schedules, to create a shift addendum.

The shift addendum in place as of the date of ratification is as follows:

SHIFT ADDENDUM

	<u>FT FLEX</u>	<u>PT FLEX</u>	<u>PERMANENT VARIABLE HOUR</u>
<u>SHIFT NOTIFICATION</u>	<u>2 MONTH NOTICE</u>	<u>1 MONTH NOTICE</u>	<u>1 MONTH NOTICE</u>
<u>STANDARD HRS/DAYS</u>	<u>35 hrs/wk or 37.5hrs/wk 630AM-MIDNIGHT 7DAYS PER WEEK</u>	<u>20-24 hrs/wk 630AM-MIDNIGHT 7DAYS PER WEEK</u>	<u>24-40 hrs/wk 7DAYS PER WEEK</u>
<u>TERMS & CONDITIONS</u>	<u>Once the schedule is posted it won't be changed without mutual agreement with the employee. If requested, extended shifts of up to 40 hours per week may be offered through the peak periods.</u>	<u>Once the schedule is posted it won't be changed without mutual agreement with the employee. May have a requirement to work extended hours of up to 40 hours per week during our peak periods.</u>	<u>Schedule for an employee can be extended by the company by up to one hour each day (at either end of scheduled shift) to meet workload demands. Employees will be provided at least 3 weekdays notice of this schedule extension. These schedule extensions will not result in an employee being scheduled to work beyond 40 hours for the v _____ An _____ has b e _____ add to o a 3 or 4 day work wk may be required to work an e _____ al di _____ (t t h e s _____ t i r e c t a y) E m p l o y e e w i l l b e p r o v i d e d a t l e a s t 5 w e e k s n o t i c e o f t h i s a d d i t i o n a l d a y r e q u i r e m e n t . An employee may be _____ than _____ by _____ u a l a g r e e m e n t b e _____ the company and the _____</u>

SHIFT ADDENDUM

<u>FULL-TIME PERMANENT SHIFTS TORONTO</u>	<u>SHIFTS TORONTO</u>	<u>S = Sunday M = Monday T = Tuesday W = Wednesday R = Thursday F = Friday Y = Saturday</u>
<u>35 hours/week</u>	<u>2x 00:00-0700 1/2hr pd lunch</u> <u>1x 06:30-14:30 1 hr lunch</u> <u>1x 07:00-15:00 1 hr lunch</u> <u>3x 07:30-1530 1hr lunch</u> <u>5x 08:00-1600 1 hr lunch</u> <u>3x 08:30-16:30 1 hr lunch</u> <u>1x 09:00-17:00 1 hr lunch</u> <u>2x 09:30-17:30 1 hr lunch</u> <u>1x 10:00-18:00 1 hr lunch</u> <u>1x 12:00-20:00 1 hr lunch</u> <u>2x 16:00-00:00 1/2hr pd lunch</u> <u>1x 16:30-23:30 1/2hr pd lunch</u> <u>1x 19:00-02:00 1/2hr pd lunch</u> <u>1x 23:30-06:30 1/2hr pd lunch</u>	<u>TWRFY/SMTWY</u> <u>M-F</u> <u>M-F</u> <u>M-F</u> <u>M-F</u> <u>M-F</u> <u>M-F</u> <u>M-F</u> <u>M-F</u> <u>M-F</u> <u>M-F</u> <u>M-F / SMTWR</u> <u>M-F</u> <u>MTWRF</u> <u>SMTWR</u>
<u>*36 hours/week</u>	<u>1x *09:00-18:00 1/2hr pd lunch</u> <u>& *1500-00:00 ½ hr pd lunch</u>	<u>S&Y</u> <u>M&F</u>
<u>40 hours/week</u>	<u>1x 06:00-14:00 1/2hr pd lunch</u> <u>& 16:00-24:00 1/2hr pd lunch</u> <u>1x 14:00-24:00 1/2hr pd lunch</u>	<u>S</u> <u>MTWR</u> <u>MTWR</u>

SHIFT ADDENDUM

<u>FULUPART-TIME</u> <u>PERMANENT</u> <u>OTTAWA</u>	<u>SHIFTS</u> <u>OTTAWA</u>	
<u>40 hours/week</u>	<u>1x 08:00-16:30 1/2hr lunch</u>	<u>M-E</u>
<u>35 hours/week</u>	<u>1x 07:00-14:30 1/2hr unpd lunch</u> <u>5x 08:00-16:00 1hr lunch</u> <u>7x 08:30-16:30 1 hr lunch</u> <u>2x 09:00-17:00 1 hr lunch</u> <u>1x 17:00-00:00 1/2 hr lunch</u>	<u>M-E</u> <u>M-E</u> <u>M-E</u> <u>M-E</u> <u>SMTWR</u>
<u>24 hours/week</u>	<u>1x 18:00-00:00 4 day's/week</u>	<u>MTWR</u>
<u>20 hours/week</u>	<u>1x 19:00-00:00 4 day's/week</u>	<u>SMTR</u>
<u>21 hours/week</u>	<u>1x 08:30-16:30 3 day's/week</u>	
<u>28 hours/week</u>	<u>1x 17:00-00:00 4 day's/week</u>	<u>MTFY</u>
<u>29 hours/week</u>	<u>1x 3 day's @ 5hrs/2day's @7hrs</u>	<u>M-E</u>
<u>32 hours/week</u>	<u>1x 12:00-17:00 @ 8hrs</u>	<u>MWRF</u>

LETTER OF UNDERSTANDING#3
SHORT TERM INCENTIVE PROGRAM (STIP)

The Parties agree to the continuation of an incentive compensation program, referred to as the Short Term Incentive Program (STIP) to be aligned with the Company's fiscal year from September 1 – August 31. The objective of STIP is to establish a framework that will focus Company employees who are members of the Union on Corporate, Group/Site, and Individual Target Measures that are important to the performance of the Company. The Parties therefore agree to the following STIP for the Company's fiscal years ending August 31, 2004 and August 31, 2005 respectively.

- STIP will be calculated on Corporate, Group/Site, and Individual Target Measures.
- The Company will determine the targets and minimum thresholds each year.
- STIP payout for fiscal 2004 and fiscal 2005 will be based on employee rates as of August 31, 2004 and August 31, 2005 respectively
- If any Corporate threshold target is not met, no Payout will be made.
- If all the targets are achieved, it will provide a potential value of up to five percent (5%) to each eligible employee based on that employee's base pay.
- The STIP Plan focuses on annual demonstrable results and there will not be a mid-year payment.
- The entire STIP payment, if any, will be paid out as soon as practical following the tabulation of the fiscal year-end results, most likely in early November of 2004 and 2005 respectively.

Other Considerations:

- New employees will have to work a minimum of three (3) calendar months in the fiscal year in order to be eligible for a STIP payment.
- Employees will receive a pro-rated STIP payment based on the number of full months worked during the fiscal year.
- Retirees, employees on approved leaves of absence with or without pay, or on long-term disability during the fiscal year will be eligible to receive a pro-rated payment during the fiscal year based on time actually worked.
- Employees who are terminated for cause prior to the payment date are not eligible for any payment.
- Employees who voluntarily terminate their employment prior to the end of the fiscal year are not eligible for any payment.

STIP
Target Measures

Category	Corporate	Group/Site	Individual
Weighting	0%	25%	75%
CCR's - Ottawa	Controllable Income	Productivity <u>Quality</u> <u>Adherence</u> <u>Absenteeism</u>	Productivity Quality Adherence
	Client Satisfaction		
CCR's - Toronto		Productivity <u>Quality</u> <u>Adherence</u> <u>Absenteeism</u>	Productivity Quality Adherence
Key Account Billing		<u>productivity</u> <u>Quality</u> <u>Adherence</u> <u>Absenteeism</u>	Productivity Quality <u>Adherence</u>
<u>Field</u> <u>Investigators</u>		Productivity <u>Quality</u> <u>Adherence</u> <u>Absenteeism</u>	Productivity <u>Quality</u> Number of Preventable Errors
		Productivity <u>Adherence</u> <u>Absenteeism</u>	Productivity Quality <u>Adherence</u>
Meter Reading & Billing Services		Productivity <u>Adherence</u> <u>Absenteeism</u>	Productivity Quality <u>Adherence</u>

NOTE: The target measures will be reviewed annually and may be modified by the Company as necessary, so long as the modification does not occur after February 28 of any fiscal year for that fiscal year's STIP.

LETTER OF UNDERSTANDING#4 HOURS OF WORK - PILOT

The Parties agree to implement the following alternate workweek pilot project. This Letter of understanding will last for the duration of the term of this Collective Agreement.

ALTERNATE WORKWEEK EXAMPLES

Option 1

1 day off after 4 working days or 4 day 35 hour work week average (Same day off every week)

- Employees will work 4 shifts of 8 hours and 45 minutes with the 5th day off.

Option 2(a)

1 day off after 10 workinn days (day off will channel(35 hour average)

- Employees will work 8 shifts of 7 Hours and 45 minutes and two shifts of 7 Hours and 30 minutes in each cycle with the 11th day off.

Option 2(b)

1 day off after 9 workinn days (day off will not channel(35 hour average)

- Employees will work 8 shifts of 7 Hours and 45 minutes and one shift of 8 Hours in each cycle with the 10th day off.

Option 3

1 day off after 14 working days (day off will not channel(35 hour average)

- Employees will work 14 shifts of 7.5 hours with the 15th day off.

Notes:

- Statutory holidays will be paid at 7 hours. Employees will use Vacation/Floater/Banked time to make up the deficiency in hours that occurred as a result of the Statutory Holiday.
- Alternate work week Schedules are available to full-time employees only.
- Mondays will not be included as days off under any of these options, unless mutually agreed to by both parties.
- For Option 1, a maximum of 10% of staff in Ottawa and 10% of staff in Toronto will be eligible to participate in this schedule. Seniority will be applied.

- This arrangement is for the duration of this agreement.
- The alternate work week schedule will be adjusted to reflect 37.5 and 40 hour full-time employees.

**LETTER OF UNDERSTANDING# 5
GROWING THE BUSINESS**

The Company is committed to successfully growing its competitive sales and services business with our own employees in our franchise area. Inherent in this commitment is the belief that meeting or exceeding client expectations is critical to our success and that the most effective way to deliver this service is through dedicated and enthusiastic employees who are personally committed to our service goals and values.

**LETTER OF UNDERSTANDING#6
EMPLOYEE SECURITY**

The Company will continually need to change in order to pro-actively respond to changes in our business environment. The Company recognizes that these changes impact employees and are committed to working with the Union to assist employees to adapt to these changes and to provide them with enhanced personal security. The Company recognizes that enhancing personal security facilitates enhanced employee contribution and satisfaction.

This commitment includes but is not limited to: providing timely and full information on anticipated and planned changes; providing access for all employees to training which assists them in dealing with change and in career planning, redeployment processes to ensure best efforts are made to move employees whose positions have been eliminated into new roles; severance for employees whose jobs have been eliminated and for whom no redeployment option is available, and access to training to assist in future job search if required.

LETTER OF UNDERSTANDING#7
RE: CUSTOMER CARE REPRESENTATIVE JOB DESIGN

It is understood and agreed that the CCR Job Design will be rolled out utilizing a phased in approach. Within thirty [30] days of ratification, a joint transition team will meet to complete details and determine implementation strategy.

Objectives

This compensation plan supports workforce flexibility, a functional flexibility, to compliment our fluctuating workflow by allocating training opportunities and assigning qualified people to handle our peaks and valleys. It is a plan that compensates CCRs for knowledge worked.

Our flexibility is in the distribution of work assignments. Work assignments consist of all customer care tasks & activities, i.e. correspondence, listings, inbound/outbound calls, manual work (mailboxes), CMS, etc. A qualified CCR is expected to complete all work assignments as designated.

The Customer Care Representative (CCR) Compensation Plan

Classification		Steps (A,B,C)		% of Staff In Level
CCR Level 1	1A	1B	1C	15-25%
CCR Level 2	2A	2B	2C	55-65%
CCR Level 3	3A	3B	3C	15-25%

This plan contains 3 levels (1,2,3). The Level 1 is the “basic” CCR who performs any one skill set and its corresponding complimentary activities & tasks. A Level 2 is a “multi-skilled” CCR who possess 2 to 3 skill sets and their corresponding complimentary activities and tasks. A Level 3 is a CCR who performs 4 or more skill sets and their corresponding complimentary activities and tasks. Support Functions are compensated by a position premium & not through base pay. A premium is only paid when the function/activity is performed & not for the possession of this knowledge, its competencies or skills. These positions include Team Leader (escalations and peer support), CSS Communications Associate (CCC Associate), and Training Associate (training development & delivery).

Progression

With each step, in each level, there is knowledge acquisition; the CCR is acquiring additional complimentary skills, tasks & activities. The onus is on management to get the most value of its staff that is to train the staff on the skills in each step.

Progression (movement) within the level (range) is based on satisfactory performance against communicated & quantifiable measures that align to the Employee Incentive Plan. These expectations are specific to the department and/or job the CCR is affiliated with, i.e. a productivity score (quantity), quality, and adherence. The opportunity to progress to the next step is reviewed every 3 to 6 months, providing the CCR ample opportunity to improve and/or demonstrate satisfactory performance. Through on-going informal and formal coaching and communication, at review time an employee's performance rating should not be a surprise.

An employee may advance quicker through the training plan/step. A 3-month review can demonstrate the CCRs competency & readiness to move to next step/progression. In this situation it can take an employee less than 1.0 year to max the level.

A "satisfactorily performing" employee's work will be reviewed in 6-month time intervals and will progress to the max of the level within 1.0 year (2 steps @ 6 months review).

At the 6 months review if the employee is "not demonstrating satisfactory performance" the step progression (\$\$ and skills acquisition) will be deferred until the employee can demonstrate satisfactory performance. Here the employee's performance is reviewed at the next time interval (the next 6 months) or at an earlier mutually agreed upon date. In this situation the employee will not reach the max of the level within 1.0 year as expected.

The plan imparts a combination of automatic and job vacancy (posting) based progression. Vacancies (the need) in each level are based on staffing levels, forecasting, or new business.

A review of the Business Need/Strategy will determine the resource need and corresponding number of vacancies.

Training opportunities for staff will then be identified.

1. Level 2 CCRs with 2 skills will receive the first opportunity to obtain a 3rd skill.
 - Management will endeavour to train staff in their preferred skill whenever possible.
2. Look at percentages of staff in each level to determine who is eligible for opportunity.
 - Level 1s to Level 2s, or Level 2s to Level 3s, or New Hire

Recruitment & Selection

3. Adhere to posting, testing 7 selection provisions in CA
4. Posting will include a description of skill set, expectations, a list of required & preferred qualifications and relevant testing, location and hours of work.
5. Where qualifications are equal the applicant with most seniority will be awarded the position.

6. Successful applicants will then receive training in new skill set.
7. Successful completion of the training will result in level movement or step progression as appropriate.

Skill Sets

The current skill sets include, but are not restricted to, Billing 1 & 2, Collections 1 & 2, Utility Service, Clarify, Support Functions, and Customer Care Support Clerks. Each skill set will have a set of corresponding complimentary activities & tasks. Proficiency in a skill set will be completed via modular training & on-going coaching.

Billing 1 – Billing Basic

Qualifications:

Math Skills (test TBD)
 Internal & External Customer Contact Experience
 PC Skills (test TBD)
 Multi-Tasking (test TBD)

Training Map:

Step 3		
<ul style="list-style-type: none"> ▪ Core Billing (mandatory) ▪ Direct Purchase basic (mandatory) ▪ Transactions basic (mandatory) ▪ Code of Conduct (mandatory) 	<ul style="list-style-type: none"> ▪ Combo's (mandatory) ▪ Collections (up to and including 72 hour notice) 	<ul style="list-style-type: none"> ▪ Full Basic Billing (mandatory) ▪ Rental Specialist ▪ Direct Purchase (specialized) ▪ Commodity ▪ Collections (up to and including 48 hour notice)

Sample Work assignments: Applicable Phone Queues, Lawyer's Letters, EHS Support listings, applicable CMS work, support mailboxes, etc.

Note: KAB & Billing Skill Sets and Training Map TBD.

Billing2 – Billing Specialist

Qualifications:

- Billing 1
- investigativeskills
- analytical skills

Training Map:

Step 1	Step 2	Step 3
<ul style="list-style-type: none"> ▪ Severes (mandatory) ▪ LCO's (mandatory) ▪ Refunds (mandatory) ▪ Simple work requests (mandatory) 	<ul style="list-style-type: none"> ▪ No Bills (mandatory) ▪ Work requests complex (mandatory) ▪ Forced estimates (mandatory) 	<ul style="list-style-type: none"> ▪ Doubtful meters (mandatory) ▪ Cross-meters (mandatory)

Sample Work Assignments: any billing 1 skill set work assignments, billing listings (crossed meters, doubtfuls, severes, LCOs), applicable CMS work, etc.

Collections 1 – Active Account Collections

Qualifications:

- Negotiation Skills
- Customer Contact Experience (internal & external customers)
- PC Skills (test TBD)
- Multi-tasking (test TBD)
- Math Skills (test TBD)
- Billing Knowledge (preferred qualification)

Training Map:

Step 1	Step 2	Step 3
<ul style="list-style-type: none"> • Billing Fundamentals (mandatory) ▪ >48 hours disconnection (mandatory) ▪ RDLK/RUNL (mandatory) ▪ Code of Conduct (mandatory) 	<ul style="list-style-type: none"> ▪ RLCOs (mandatory) ▪ Collections correspondence ▪ Back-desk functions 	<ul style="list-style-type: none"> ▪ Leases, power of sales, bankruptcies (mandatory) ▪ Collection correspondence ▪ Back-desk functions

Sample Work Assignments: davox collection programs inbound/outbound collections, applicable CMS work, etc.

Collections 2 – Final Account Collections

Qualifications:

- Collections 1
- Investigative Skills
- Analytical skills
- Mathematical skills

Training Map:

Step 1	Step 2	Step 3
<ul style="list-style-type: none"> ▪ Final Bills (mandatory) ▪ Delinquent Accounts (mandatory) ▪ Merchandise (mandatory) 	<ul style="list-style-type: none"> ▪ Agency 	

Sample Work Assignments: collections level 1 work assignment, other TBD

Collections 2 – Field Collections

Qualifications:

- Collections 1
- Collections 2 – Final Bills preferred
- Investigative Skills
- Analytical skills
- Mathematical skills
- Negotiation skills
- Ability to work independently/self-manager
- Valid drivers license
- Own car

Training Map:

Step 1	Step2	Step3
<ul style="list-style-type: none"> ▪ Field Collectors Module (mandatory) ▪ Job shadowing (mandatory) 		

Utility Service

Qualifications:

Customer Service Experience (internal & external customers)

PC Skills (test TBD)

Multi-Tasking(test TBD)

Training Map:

Step 1	Step 2	Step 3
<ul style="list-style-type: none">▪ Emergency Orders (mandatory)▪ Service Orders (mandatory)• Meter Work (mandatory)▪ Code of Conduct (mandatory)	<ul style="list-style-type: none">▪ Builder Q▪ ECG Customer Attachment	

Sample Work Assignments: Applicable Phone Queues, Applicable CMS work, support mailboxes, etc.

Clarify

Qualifications:

Customer Service Experience (internal& external customers)

PC Skills (test TBD)

Multi-Tasking(test TBD)

Training Map:

Step 1	Step 2	Step 3
<ul style="list-style-type: none">▪ Service Orders (mandatory)▪ Moves/More Sites (mandatory)▪ Literature Requests (mandatory)	<ul style="list-style-type: none">▪ Commodity▪ Sales Opportunities	<ul style="list-style-type: none">▪ EHS Correspondence

Sample Work Assignments: Applicable Phone Queues, Applicable CMS work, support mailboxes, etc.

Customer Care Support Clerks

Qualifications:

- Organization Skills
- Communication Skills
- General Office Support Experience

Skill set progression through the level is based on satisfactory performance against job related quantifiable measures, i.e. productivity (quantity), quality, and adherence. An employee's performance will be reviewed every 6 months. With this skill grouping progression is not linked with the acquisition of complimentary skills, activities & tasks. All applicable work will be outlined, assigned and trained as required. The work will be distributed to the clerks according to the workload strategy.

Support Functions (TL, TA, HL)

A pool of qualified CCRs will be recruited to perform support functions. The recruited CCR will be expected to complete their regularly assigned duties if not assigned to support work. The CCR will only be paid a function premium if & when they perform support work.

Qualifications:

Team Leader

- Skill Set XX (depends on type of team leader vacancy)
- Excellent Interpersonal Skills
- Problem Solving Skills
- Flexibility
- High-Performer (attendance, quality, quantity, adherence, etc.)
- Self Manager

Training Associate

- Internal and/or External Training Experience
- XX Skill Sets (depends on the type of training associate vacancy)
- Demonstrated coaching abilities
- Interpersonal and communication skills
- PC Skills
- Presentation Skills
- Flexibility
- Attention to detail
- Self Manager

CSS Communications Associate (CCC, etc.)

- Excellent Verbal and Written Communication Skills
- XX skill set – knowledge of XX processes & procedures (depends on vacancy)

- Organizational Skills
- Strong Technical Skills
- Proficiency with Lotus Notes
- Attention to Detail
- High Performer
- Investigative Skills
- Interpersonal Skills
- Flexibility
- Self Manager

An example of how *to* distribute work assignments:

Forecasting of work & assignment of staffing resources will be completed one month in advance by our staffing department. Within their skill set each employee will be assigned (communicated) a primary work function, however management reserves the right to adjust an employee's work assignment priorities without any prior notice. CCRs will be assured that there will be no disciplinary or non-disciplinary consequences for uncompleted work. Efforts will be made to ensure skill sets for a period of time which results in a reduction in proficiency, management will commit to providing refresher training before work tasks requiring that skill set are assigned.

Overtime will be offered to all staff who are trained in the skill set(s) where overtime is required.

LETTER OF UNDERSTANDING#8 PHILOSOPHY STATEMENTS

Performance Management

One of management's major responsibilities is to create a high performing organization that maximizes the potential and contribution of every employee. Achieving this will require an effective Performance Management system for employee selection, ongoing feedback and evaluation, and development that is seen by employees as fair and unbiased.

The objective of the selection process will be to ensure that people with the necessary skills and competencies are selected by the outset. The job expectations, skills and competencies including "soft skills" required for each job will be described in job profiles.

- The objective of the ongoing feedback and evaluation process will be to ensure that employees understand job expectations and receive coaching feedback on their performance. Job expectations will be linked to Accenture Business Services for Utilities Inc. objectives and ultimately to customer expectations. The process will include agreed upon measures of employee performance. Appropriate coaching and training will also be part of the clear process for resolving situations where an employee is not able to meet job expectations.

The objective of the development process will be to ensure that there will be ongoing training and development to help employees expand their skills and competencies to excel in current jobs and progress to fill new opportunities as they arise.

Business imperative For Involvement

We, the Union and Management, jointly recognize that the future success of our business is tied directly to the individual and collective actions of our employees. To be successful in a rapidly changing environment, we will need all employees to take personal accountability for helping us identify how we need to change and for implementing the changes that need to be made. If we are successful in focusing the knowledge, commitment and contribution of all employees to making changes we will succeed against the competition.

Beliefs About Involvement

We believe that employees at all levels of our company have valuable insights to contribute to our change efforts and that through involving them and their union in the Company's change process we will make better decisions and achieve a higher rate of implementation success. We further believe that employees want to contribute to making our company successful.

LETTER OF UNDERSTANDING#8 - PHILOSOPHY STATEMENTS (Continued)

We recognize that employees who understand the rationale for change, the vision for the future, and who are involved in defining the path to get there are more likely to support the changes, than those who were not involved. We further believe that investing in involvement at the beginning of the change process will result in less investment at the end of the process in overcoming resistance to the changes.

We recognize that in the current business environment we must have the organization capability to make sound change decisions quickly and then execute them quickly. Our involvement processes must facilitate the achievement of both of these objectives. This will require us to design and implement a variety of involvement approaches that reflect the scope and impact of the changes that need to be made.

Beliefs About Work Environment That **Facilitate** Involvement

We recognize that to maximize employee involvement and contribution we must be relentless in creating a work environment where:

- Business information is shared with employees at all levels.
- The potential of all employees is recognized, stimulated and developed.
- Ideas are valued.
- Collaboration, trust and mutual respect are fostered.
- Individual and group successes are celebrated.

Results Of An Involvement Strategy

Involvement processes create opportunities for employees to take personal accountability for contributing to the success of the organization.

By involving all employees and their union in our change processes we will increase employee resilience to change and their confidence that all future changes can be successfully navigated. We will also allow opportunities for employees to create a better work experience for themselves. This, in turn, will create a workforce that is energized, personally committed to contributing to our collective success and fulfilled by their contribution to this success.

Learning and Development

The parties have identified a common interest in developing a learning strategy that will ensure the economic viability of both employees and the Company by working in a co-operative manner while taking into account the interests of all stakeholders.

Whereas employees respond differently to certain situations, the broadest possible platform for learning must be established so that they can feel the highest degree of security as they undergo training for the jobs of the future. At the same time and not exclusively, the Company must be able to maximize the return on their investment in training that is tied to solving business issues.

LETTER OF UNDERSTANDING #8 - PHILOSOPHY STATEMENTS (Continued)

Continuous learning can be viewed as a requirement under two distinct situations. Firstly, ongoing enhancement of skills and competencies that are directly required to perform the tasks associated with current jobs and recognizing that tasks and skills continuously evolve. Secondly and whereas it is agreed that learning is a life long experience, there is the development of skills that enhance an employee's future employability and their personal need for growth. The employee and the Company have a shared accountability for achieving success in both areas.

In the first scenario, Accenture Business Services for Utilities Inc. will create an atmosphere for learning through a strategic training plan and will ensure that quality training is made available to all employees on company time and at company expense. Further, this training will be viewed as part of a development process and as such, measures will be put in place to gauge its effectiveness. Employees caught up in the changing nature of the workplace will, whenever possible, receive retraining as part of an overall redeployment strategy.

In the second scenario, it is expected that employees will upgrade work-related skills and personal development at their own pace. This may include courses, seminars or other learning methods for which they receive financial support only. It is recognized that in not all cases will the new skills enhance an employee's progression in the company, but where relevant, they will be given consideration through in-house recruiting opportunities.

This philosophy statement is designed to set guidelines for the timely and effective delivery of training. When formally agreed to, management should communicate this philosophy to all employees and take steps to ensure equitable access.

Health & Safety

The Company and the Union understand that it is imperative to resolve issues regarding Health and Safety so that all relevant factors may be considered with as little time delay as possible.

LETTER OF UNDERSTANDING#9
FULL-TIME UNION OFFICER

The Company recognizes the benefit of a full-time union officer or equivalent. In consideration of a positive working relationship and moving the organization forward, the Company is prepared to pay ninety percent (90%) of the annual salary of the full-time officer. The remaining (10%) is to be paid by the Union.

The Company is also prepared to provide an office on the business premises for the convenience of the Union Executive to participate in the ongoing needs of the business and the employees.

The Company recognizes that employees at all levels of the organization have valuable insights to contribute to our change efforts. Therefore, employee and union involvement in the Company's change process will result in an increased level of commitment, higher quality recommendations and will ensure a higher rate of success.

This agreement will be reviewed on an annual basis to ensure that this arrangement is working effectively.

**LETTER OF UNDERSTANDING#10
RELIGIOUS HOLIDAYS**

The Company and the Union recognize and value the diversity of our workforce. In order to accommodate an employee's personal religious beliefs, the employee should make their wishes known to their supervisor, with as much notice as possible, so that they can review all available options (i.e. Floater days /Vacation / Alternate work times etc.) so as they meet the employee's needs.

**LETTER OF UNDERSTANDING#11
SUPERVISORS DOING BARGAINING UNIT WORK**

As bargaining unit work is not included in supervisory job descriptions, management commits to work with the union to minimize the need for non-union employees doing bargaining unit work.

To that end the parties agree that non-union employees will only be permitted to perform bargaining unit work once all Level 3 actions have been enforced in response to peaks in workload or as outlined in Article 21.05.

Changes to the Service Level Response Protocol will require mutual agreement between the Company and Union.

The Company and Union agree to meet to review circumstances when management is required to perform bargaining unit work in excess of once per week.

It is understood that a transitional period of sixty (60) days is required, from the date of ratification of the Collective Agreement, before this becomes effective.

**LETTER OF UNDERSTANDING#12
PART-TIME EMPLOYEES IN EASTERN REGION**

Permanent part-time employees working in the Eastern Region are entitled to all terms and conditions of the collective agreement except as stated below:

1. Floater Days

Permanent Part-time employees are entitled to equivalent Floater Time based on the **Following** Formula

$$\frac{\# \text{ of Hours worked per week}}{35} \quad \times \quad (4 \text{ floater days} \times 7 \text{ hours})$$

2. Meal Allowance

Permanent part-time employees who are required to work ten (10) or more consecutive hours will be allowed \$8.50 for a meal and for each successive four (4) hours overtime an additional \$8.50 for a meal.

3. Shift Premiums

For shifts of seven (7) or more hours shift premiums will be paid as follows:

Monday to Friday after 12:00 noon but before 5:00 p.m.	\$1.10
Monday to Friday after 5:00 p.m. but before 6:00 a.m.	\$1.60
For any shift on Saturday and/or Sunday	\$1.75

**LETTER OF UNDERSTANDING #13
RE: DEFINED CONTRIBUTION PENSION PLAN**

It is understood and agreed that all new employees hired after February 20, 2002 will participate in the following Defined Contribution Pension Plan.

Employee Contributions	Nil
Employer Contributions	< 40 Points – 3.5% 40-59 Points – 5% 60+ Points – 6.5%
Eligibility	2 Years
Vesting	Immediate
Investment Direction	Employee Decided

LETTER OF UNDERSTANDING#14
SICK P COVERAGE FOR PVH/PPT EMPLOYEES

Permanent variable hour employees will be entitled to participation in the current STD and LTD plans.



CustomerWorks Inc.

An Accenture Company

Group Policy Number: G0028138

Plan Document Number: G0028248

Class: AI - CWI - CEP Union - Full-Time Employees

CustomerWorks
An Accenture Company

RECEIVED
MAR 31 2005

CustomerWorks Inc.

An Accenture Company

Group Policy Number: G0028138

Plan Document Number: G0028248

Class: A1 - CWI - CEP Union - Full-Time Employees

Employee Name: _____

Certificate Number: _____

Welcome to Your Group Benefit Program

Group Policy Effective Date: January 01, 2003

Plan Document Effective Date: January 01, 2003

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

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

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

CustomerWorks Inc. reserves the right to amend, modify, suspend or terminate any of the plans. Your rights to benefits are determined by the provision of the plan in place at the time.

If legislation or a government insurance program changes premiums or discontinues or reduces payment for any services, treatments or supplies previously covered in full or in part by the program, this plan will not automatically cover such changes. This plan has the right to determine, at the time of change, whether or not the expenses will be considered eligible.

Table of Contents

Benefit Summary	3
How to Use Your Benefit Booklet	7
Explanation of Commonly Used Terms	8
Why Group Benefits?	11
Your Employer's Representative	11
Applying for Group Benefits	11
Making Changes	11
The Claims Process	12
How to Submit a Claim	12
Co-ordination of Extended Health Care and Dental Care Benefits	12
Who Qualifies for Coverage?	15
Eligibility	15
Medical Evidence	15
Late Application	15
Effective Date of Coverage	16
Termination of Coverage	16
Your Group Benefits	17
Employee Life Insurance	17
Employee Optional Life Insurance	20
Dependent Optional Life Insurance	23
Extended Health Care	24
Dental Care	35
Survivor Extended Benefit	40
Long Term Disability	41
Notes	49

Benefit Summary

This Benefit Summary provides information about the specific benefits supplied by Manulife Financial that are part of your Group Plan.

This version of the Benefit Summary produced: December 05, 2002

Employee Life Insurance

The Employee Life Insurance Benefit is insured under Manulife Financial's Group Policy **G0028138**.

Benefit Amount - \$40,000

Termination Age - on the date your active employment with your employer ends

Employee Optional Life Insurance

The Employee Optional Life Insurance Benefit is insured under Manulife Financial's Group Policy **G0028138**.

Benefit Amount - you may elect 1 to 4 times your annual earnings

Termination Age - on the date your active employment with your employer ends, or age 65

Dependent Optional Life Insurance

The Dependent Optional Life Insurance Benefit is insured under Manulife Financial's Group Policy **G0028138**.

Benefit Amount - Spouse - an election of 1 to 4 times your annual earnings to a maximum of \$500,000

Benefit Amount - Child - an election of:

Option 1 - \$5,000 or

Option 2 - \$10,000 or

Option 3 - \$25,000

Termination Age

- Spouse - on the date your active employment with your employer ends or when you or your spouse attain age 65
- Child - on the date your active employment with your employer ends, when you attain age 65, or on the date the child no longer meets the definition of dependent

Benefit Summary

Extended Health Care

The Benefit

Overall Benefit Maximum - \$50,000 per 3 calendar year(s)

Deductible - Nil

Benefit Percentage (Co-insurance) -

100% for - Hospital Care - Professional Services - Vision

90% for the first \$1,000 of covered expenses incurred per family per calendar year; and

100% for covered expenses incurred in excess of \$1,000 for:

- Medical Services & Supplies
- Drugs
- Out-of-Canada Emergency Medical Treatment

Termination Age - on the last day of active employment

Direct Drugs - Plan 3

Charges incurred for the following expenses are payable when prescribed in writing by a physician or dentist and dispensed by a licensed pharmacist.

- drugs or medicines for the treatment of an illness or injury, which by law or convention require the written prescription of a physician or dentist
- oral contraceptives
- injectable medications
- life-sustaining drugs
- preventive vaccines and medicines (oral or injected)
- diabetic supplies (excluding cotton swabs, rubbing alcohol, automatic jet injectors and similar equipment)

Charges for the following are not covered:

- the administration of injectable medications
- drugs, biologicals and related preparations which are intended to be administered in hospital on an in-patient or out-patient basis and are not intended for a patient's use at home

- Drug Maximums

Fertility drugs - \$4,000 per lifetime

Anti-smoking drugs - \$500 per lifetime

Sexual Dysfunction drugs - \$2,400 per lifetime

All other covered drug expenses - Unlimited

Benefit Summary

Payment of Drug Claims

Your Pay Direct Drug Card provides your pharmacist with immediate confirmation of covered drug expenses. This means that when you present your Pay Direct Drug Card to your pharmacist at the time of purchase, you and your eligible dependents will not incur out-of-pocket expenses for the full cost of the prescription.

The Pay Direct Drug Card is honoured by participating pharmacists displaying the appropriate Pay Direct Drug decal.

To fill a prescription for covered drug expenses:

- a) present your Pay Direct Drug Card to the pharmacist at the time of purchase, and
- b) pay any amounts that are not covered under this benefit.

You will be required to pay the full cost of the prescription at time of purchase if:

- you cannot locate a participating Pay Direct Drug pharmacy
- you do not have your Pay Direct Drug Card with you at that time
- the prescription is not payable through the Pay Direct Drug Card system

For details on how to receive reimbursement after paying the full cost of the prescription, please see your Plan Administrator.

Vision Care

- eye exams, once per 12 months for each dependent child and once per 24 months each for yourself and your spouse
- purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, or elective laser vision correction procedures, to a maximum of \$100 during any 24 months
- if contact lenses are required to treat a severe condition, or if vision in the better eye can be improved to a 20/40 level with contact lenses but not with glasses, the maximum payable will be \$200 during any 24 months
- visual training or remedial exercises

Professional Services

Services provided by the following licensed practitioners:

- Chiropractor - \$500 per calendar year(s)
- Osteopath - \$500 per calendar year(s)
- Podiatrist - \$500 per calendar year(s)
- Massage Therapist - \$500 per calendar year(s)
- Naturopath - \$500 per calendar year(s)
- Speech Therapist - \$500 per calendar year(s)

Customer Works

Benefit Summary

- Physiotherapist- \$500 per calendar year(s)
- Psychologist- \$500 per calendar year(s)

Dental Care

The Benefit

Deductible - Nil

Dental Fee Guide - Fee Guide for General Practitioners and Specialists which was in effect 1 year(s) prior to the current Fee Guide for your Province of Residence

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

Benefit Percentage (Co-insurance) -

100% for Level I - Basic Services

100% for Level II - Supplementary Basic Services

50% for Level III - Dentures

50% for Level IV - Major Restorative Services

50% for Level V - Orthodontics

Benefit Maximums

\$2,000 per calendar year combined for Level I and Level II and Level III and Level IV

\$1,000 per lifetime for Level V

Termination Age - on the last day of active employment

Long Term Disability

The Long Term Disability Benefit is insured under Manulife Financial's Group Policy G0028138.

Benefit Amount - 66 2/3% of your monthly earnings, to a maximum of \$10,000

Qualifying Period - 12 months

Maximum Benefit Period - to age 65

Termination Age - age 65 less the Qualifying Period, or retirement, whichever is earlier

How to Use Your Benefit Booklet

Designed with Your Needs in Mind

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

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

Important Note

The purpose of this booklet is to outline the benefits for which you are eligible as an employee of CustomerWorks. The information in this booklet is a summary of the provisions of the Group Policy for the Employee Life Insurance, Employee Optional Life Insurance, Dependent Optional Life Insurance and Long Term Disability Benefits and the Plan Document for the Extended Health Care and Dental Care Benefits. In the event of a discrepancy between this booklet and the Policy or Plan Document (both available from your employer), the terms of the Policy or Plan Document will apply.

The booklet in either its paper or electronic form is provided for information purposes only and does not create or confer any contractual rights or obligations.

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

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

Your Group Benefit Card

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

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

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

Explanation of Commonly Used Terms

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

Benefit Percentage (Co-insurance)

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

Covered Expenses

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

Deductible

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

Dependent

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

- Spouse

your legal spouse, or a person continuously living with you in a role like that of a marriage partner for at least one year.

- Child

- your natural or adopted child, or stepchild, who is:

- unmarried;

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

- not employed on a full-time basis; and

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

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

A child is considered incapacitated if he or she is incapable of engaging in any substantially gainful activity and is dependent on the employee for support, maintenance and care, due to a mental or physical handicap.

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

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

15

Explanation of Commonly Used Terms

Drug

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

Earnings

your regular rate of pay from your employer (prior to deductions).

For the purposes of determining the amount of your benefit at the time of claim, your Earnings will be the lesser of:

- the amount reported on your claim form, or
- the amount reported by your employer to Manulife Financial

Experimental or investigational

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

Immediate Family Member

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

Licensed, Certified, Registered

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

Life-Sustaining Drugs

drugs which are necessary for the survival of the patient.

Medically Necessary

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

Non-Evidence Limit

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

Provincial Plan

any plan which provides hospital, medical, or dental benefits established by the government in the province where the covered person lives.

Qualifying Period

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

Explanation of Commonly Used Terms

Reasonable and Customary

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

Take Home Pay (Net Earnings)

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

Waiting Period

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

Ward

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

Why Group Benefits?

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

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

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

Your Employer's Representative

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

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

<p>Your Employer's Representative can be reached at: Phone Number: (416) 495 - 5228 or Phone Number: (416) 495 - 5270</p>

Applying for Group Benefits

To apply for Group Benefits, you must complete the applicable forms upon hire. Your employer then forwards the forms to Manulife Financial.

Making Changes

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

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

The Claims Process

How to Submit a Claim

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

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

Payment of Extended Health Care and Dental Claims

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

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

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

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

Co-ordination of Extended Health Care and Dental Care Benefits

If you or your dependents are covered for similar benefits under another Plan, this information will be taken into account when determining the amount of expenses payable under this Program.

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

Plan means:

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

Plan does not include school insurance or Provincial Plans.

The Claims Process

Order of Benefit Payment

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

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

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

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

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

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

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

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

The Claims Process

- Where you and your spouse share joint custody of the child, the Plan covering the parent whose birthday (month/day) is earlier in the calendar year pays benefits first. If both parents have the same birthdate, the Plan covering the parent whose first name begins with the earlier letter in the alphabet pays first.
- A claim for accidental injury to natural teeth will be determined under Extended Health Care Plans with accidental dental coverage before it is considered under Dental Plans.
- If the order of benefit payment cannot be determined from the above, the benefits payable under each Plan will be in proportion to the amount that would have been payable if Co-ordination of Benefits did not exist.
- If the person is also covered under an individual travel insurance plan, benefits will be co-ordinated in accordance with the guidelines provided by the Canadian Life and Health Insurance Association.

Submitting a Claim for Co-ordination of Benefits

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

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

Note: Your Plan has mandatory Co-ordination of Benefits. Unless you report otherwise, it is assumed that your Plan is the Primary Carrier for your claims only. Unless your employer has complete Co-ordination of Benefits information on file with respect to your eligible dependents, your Plan assumes that your spouse has coverage and that his or her Plan is the Primary Carrier.

Who Qualifies for Coverage?

Eligibility

You are eligible for Group Benefits if you:

- are a full-time employee of CustomerWorks and work at least **24** hour(s) per week,
- are a member of an eligible class,
- are younger than the Termination Age,
- are residing in Canada, and
- have completed the Waiting Period.

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

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

Required Number of Hours

Full-time employee - **24** hour(s) per week

Medical Evidence

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

Late Application

An application is considered late when you:

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

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

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

Medical evidence can be submitted by completing the [Evidence of Insurability form](#), available from your employer. Further medical evidence may be requested by Manulife Financial.

Who Qualifies for Coverage?

Effective Date of Coverage

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

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

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

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

Termination of Coverage

Your Group Benefit coverage will terminate on the earliest of:

- the date you cease to be an eligible employee,
- the date you cease to be actively at work, unless the Group Policy or the Plan Document allows for your coverage to be extended beyond this date,
- the date your employer terminates coverage,
- the date you enter the armed forces of any country on a full-time basis,
- the date the Group Policy or Plan Document terminates or coverage on the class to which you belong terminates,
- the date you reach the Termination Age, or
- the date of your death.

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

Your Group Benefits

Employee Life Insurance

The Employee Life Insurance Benefit is insured under Manulife Financial's Group Policy G0028138.

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

The Benefit

Benefit Amount - \$40,000

Non-Evidence Limit - \$40,000

Qualifying Period for Waiver of Premium - 12 months

Termination Age - on the date your active employment with your employer ends

Waiting Period

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

none for all other employees

Submitting a Claim

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

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

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

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

A completed claim form must be submitted within **180** days from the end of the qualifying period.

Waiver of Premium

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

Your Group Benefits

Definition of Totally Disabled

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

- your own occupation, during the Qualifying Period and the 1 year immediately following the Qualifying Period
- any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 1 year specified above

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

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

Entitlement Criteria

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

- you must be continuously Totally Disabled throughout the Qualifying Period. If you cease to be Totally Disabled during this period and then become disabled again within 1 month due to the same or related illness or injury, your Qualifying Period will be extended by the number of days during which you ceased to be Totally Disabled.
- Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
 - your own occupation, during the Qualifying Period and the following 1 year, and
 - any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 1 year specified above.
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial.

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

Your Group Benefits

Termination of Waiver of Premium

Your Waiver of Premium will cease on the earliest of:

- the date you cease to be Totally Disabled, as defined under this benefit.
- the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
 - your own occupation, during the Qualifying Period and the following 1 year, and
 - any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 1 year specified above.
- the date you are no longer receiving from a physician, regular, ongoing care and treatment appropriate for the disabling condition, as determined by Manulife Financial.
- the date you do not attend an examination by an examiner selected by Manulife Financial.
- the date of your 65th birthday.
- the date of your death.

Recurrent Disability

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

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

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

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

Conversion Privilege

If your Group Benefits terminate or reduce, you may be eligible to convert your Employee Life Insurance to an individual policy, without medical evidence. Your application for the individual policy along with the first monthly premium must be received by Manulife Financial within 31 days of the termination or reduction of your Employee Life Insurance. If you die during this 31-day period, the amount of Employee Life Insurance available for conversion will be paid to your beneficiary or estate, even if you didn't apply for conversion.

Your Group Benefits

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

Employee Optional Life Insurance

The Employee Optional Life Insurance Benefit is insured under Manulife Financial's Group Policy G0028138.

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

The Benefit

Benefit Amount - you may elect 1 to 4 times your annual earnings

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

Qualifying Period for Waiver of Premium - 12 months

Termination Age - on the date your active employment with your employer ends, or age 65

Waiting Period

first of the month following 3 months for employees hired on or prior to the Group Policy Effective Date

first of the month following 3 months for all other employees

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

For details on Submitting a Claim and Conversion Privilege, please refer to Employee Life Insurance.

Waiver of Premium

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

Your Group Benefits

Definition of Totally Disabled

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

- your own occupation, during the Qualifying Period and the 1 year immediately following the Qualifying Period
- any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 1 year specified above

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

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

Entitlement Criteria

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

- you must be continuously Totally Disabled throughout the Qualifying Period. If you cease to be Totally Disabled during this period and then become disabled again within 1 month due to the same or related illness or injury, your Qualifying Period will be extended by the number of days during which you ceased to be Totally Disabled.
- Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
 - your own occupation, during the Qualifying Period and the following 1 year, and
 - any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 1 year specified above.
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial.

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

Your Group Benefits

Termination of Waiver of Premium

Your Waiver of Premium will cease on the earliest of:

- the date you cease to be Totally Disabled, as defined under this benefit.
- the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
 - your own occupation, during the Qualifying Period and the following 1 year, and
 - any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 1 year specified above.
- the date you are no longer receiving from a physician, regular, ongoing care and treatment appropriate for the disabling condition, as determined by Manulife Financial.
- the date you do not attend an examination by an examiner selected by Manulife Financial.
- the date of your 65th birthday.
- the date of your death.

Recurrent Disability

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

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

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

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

Exclusions

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

Dependent Optional Life Insurance

The **Dependent Optional Life Insurance Benefit** is insured under **Manulife Financial's Group Policy G0028138**.

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

The Benefit

Benefit Amount - Spouse - an election of 1 to 4 times your annual earnings, to a maximum of \$500,000

Benefit Amount - Child - an election of:

Option 1 - \$5,000 or

Option 2 - \$10,000 or

Option 3 - \$25,000

Non-Evidence Limit - For the spouse, all amounts are subject to Evidence of insurability. For dependent children, Evidence of Insurability is not required provided insurance for the child is applied for within 31 days of the child becoming eligible for such insurance.

Termination Age

- Spouse - on the date your active employment with your employer ends or when you or your spouse attain age 65
- Child - on the date your active employment with your employer ends, when you attain age 65, or on the date the child no longer meets the definition of dependent

Waiting Period

first of the month following 3 months for employees hired on or prior to the Group Policy Effective Date

first of the month following 3 months for all other employees

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

Submitting a Claim

To submit a Dependent Optional Life Insurance claim, you must complete the **Life Claim form** which is available from your Plan Administrator. Documents necessary to submit with the form are listed on the form.

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

Your Group Benefits

Waiver of Premium

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

- Exception

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

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

Conversion Privilege

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

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

Exclusions

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

Extended Health Care

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

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

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

Claim amounts that will be applied to the maximum are the reasonable and customary charges incurred for Covered Expenses, prior to applying the Deductible, Benefit Percentage and any other applicable provisions.

Your Group Benefits

Drug Benefit for Quebec Residents

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

The Benefit

Overall Benefit Maximum - \$50,000 per 3 calendar year(s)

Deductible - Nil

Benefit Percentage (Co-insurance) -

100% for - Hospital Care - Professional Services - Vision

90% for the first \$1,000 of covered expenses incurred per family per calendar year; and

100% for covered expenses incurred in excess of \$1,000 for:

- Medical Services & Supplies
- Drugs
- Out-of-Canada Emergency Medical Treatment

Termination Age - on the last day of active employment

Waiting Period

first of the month following 3 months for employees hired on or prior to the Plan Document Effective Date

first of the month following 3 months for all other employees

Covered Expenses

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

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

Advance Supply Limitation

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

Your Group Benefits

- Drug Expenses

The maximum quantity of drugs or medicines that will be payable for each prescription will be limited to the lesser of:

- a) the quantity prescribed by your physician or dentist, or
- b) a 34 day supply.

A quantity of up to a 100 day supply may be payable in long term therapy cases, where the larger quantity is recommended as appropriate by your physician and pharmacist.

Hospital Care

- charges, in excess of the hospital's public ward charge, for semi-private accommodation, provided:
 - the person was confined to hospital on an in-patient basis, and
 - the accommodation was specifically elected in writing by the patient
- Semi-private accommodation for confinement in a chronic care facility which starts within 14 days of discharge from a hospital confinement of at least 5 days
- Semi-private accommodation for confinement in a nursing home, up to a maximum of \$20 per day
- charges for any portion of the cost of ward accommodation, utilization or co-payment fees (or similar charges) are not covered

Direct Drugs - Plan 3

Charges incurred for the following expenses are payable when prescribed in writing by a physician or dentist and dispensed by a licensed pharmacist.

- drugs or medicines for the treatment of an illness or injury, which by law or convention require the written prescription of a physician or dentist
- oral contraceptives
- injectable medications
- life-sustaining drugs
- preventive vaccines and medicines (oral or injected)
- diabetic supplies (excluding cotton swabs, rubbing alcohol, automatic jet injectors and similar equipment)

Your Group Benefits

Charges for the following are not covered:

- the administration of injectable medications
- drugs, biologicals and related preparations which are intended to be administered in hospital on an in-patient or out-patient basis and are not intended for a patient's use at home

- Drug Maximums

Fertility drugs - \$4,000 per lifetime

Anti-smoking drugs - \$500 per lifetime

Sexual Dysfunction drugs - \$2,400 per lifetime

All other covered drug expenses - Unlimited

Payment of Drug Claims

Your Pay Direct Drug Card provides your pharmacist with immediate confirmation of covered drug expenses. This means that when you present your Pay Direct Drug Card to your pharmacist at the time of purchase, you and your eligible dependents will not incur out-of-pocket expenses for the full cost of the prescription.

The Pay Direct Drug Card is honoured by participating pharmacists displaying the appropriate Pay Direct Drug decal.

To fill a prescription for covered drug expenses:

- a) present your Pay Direct Drug Card to the pharmacist at the time of purchase, and
- b) pay any amounts that are not covered under this benefit.

You will be required to pay the full cost of the prescription at time of purchase if:

- you cannot locate a participating Pay Direct Drug pharmacy
- you do not have your Pay Direct Drug Card with you at that time
- the prescription is not payable through the Pay Direct Drug Card system

For details on how to receive reimbursement after paying the full cost of the prescription, please see your Plan Administrator.

Vision Care

- eye exams, once per 12 months for each dependent child and once per 24 months each for yourself and your spouse
- purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, or elective laser vision correction procedures, to a maximum of \$100 during any 24 months

Your Group Benefits

- if contact lenses are required to treat a severe condition, or if vision in the better eye can be improved to a 20/40 level with contact lenses but not with glasses, the maximum payable will be \$200 during any 24 months
- visual training or remedial exercises

Professional Services

Services provided by the following licensed practitioners:

- Chiropractor - \$500 per calendar year(s)
- Osteopath - \$500 per calendar year(s)
- Podiatrist - \$500 per calendar year(s)
- Massage Therapist - \$500 per calendar year(s)
- Naturopath - \$500 per calendar year(s)
- Speech Therapist - \$500 per calendar year(s)
- Physiotherapist - \$500 per calendar year(s)
- Psychologist - \$500 per calendar year(s)

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

Recommendation by a physician is required for services provided by a massage therapist.

Recommendation by a physician is not required for any other Professional Services.

Medical Services and Supplies

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

Private Duty Nursing

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

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

Your Group Benefits

Charges for the following services are not covered:

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

Pre-Determination of Benefits

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

Ambulance

- licensed ambulance service provided in the patient's province of residence, including air ambulance, to transfer the patient to the nearest hospital where adequate treatment is available

Medical Equipment

- rental or, when approved by Manulife Financial or your employer, purchase of:
 - Mobility Equipment: crutches, canes, walkers, and wheelchairs
 - Durable Medical Equipment: manual hospital beds, respiratory and oxygen equipment, and other durable equipment usually found only in hospitals

Prostheses and Supports

- external prostheses
- surgical stockings, up to a maximum of 1 pair per calendar year
- surgical brassieres, up to a maximum of 2 per calendar year
- braces (other than foot braces), trusses, collars, leg orthosis, casts and splints
- stock-item orthopaedic shoes and modifications or adjustments to stock-item orthopaedic shoes or regular footwear, up to an unlimited maximum if the orthopaedic shoes are attached to and form part of a brace, or 2 pairs per calendar year(s) to the greater of the actual cost of the specific adjustment or 50% of the total cost of the shoe, if the orthopaedic shoes are not attached to and do not form part of a brace (recommendation of either a physician or a podiatrist is required)

Your Group Benefits

- custom-made shoes which are required because of a medical abnormality that, based on medical evidence, cannot be accommodated in a stock-item orthopaedic shoe or a modified stock-item orthopaedic shoe, up to a maximum of 1 pair per calendar year (must be constructed by a certified orthopaedic footwear specialist)
- casted, custom-made orthotics, 2 pairs up to a maximum of \$475 per 3 calendar year(s) (recommendation of either a physician or a podiatrist is required)

Other Supplies and Services

- ileostomy and colostomy supplies
- medicated dressings and burn garments
- wigs and hairpieces for patients with temporary hair loss as a result of medical treatment, up to a maximum of \$500 per lifetime
- oxygen
- microscopic and other similar diagnostic tests and services rendered in a licensed laboratory in the province of Quebec
- charges for the treatment of accidental injuries to natural teeth or jaw, provided the treatment is rendered within 12 months of the accident, excluding injuries due to biting or chewing

Out-of-Province/Out-of-Canada

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

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

Charges for the following are payable under this expense:

- physician's services
- hospital room and board at standard ward rates, up to a maximum of 31 days per disability/incident. Charges in excess of ward rates are payable, if hospital coverage is provided under this Benefit Program.
- special hospital services
- hospital charges for out-patient treatment

Your Group Benefits

- licensed ambulance services, including air ambulance, to transfer the patient to the nearest medical facility or hospital where adequate treatment is available
- medical evacuation for admission to a hospital or medical facility in the province where the patient normally resides

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

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

Submitting a Claim

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

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

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

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

Subrogation (Third Party Liability)

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

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

Exclusions

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

- self-inflicted injuries
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion
- committing or attempting to commit an assault or criminal offence
- injuries sustained while operating a motor vehicle while under the influence of any intoxicant, including alcohol

Your Group Benefits

- e an illness or injury for which benefits are payable under any government plan or workers' compensation
- e charges for periodic check-ups, broken appointments, third party examinations, travel for health purposes, or completion of claim forms
- e services or supplies provided by an employer's medical or dental department
- e services or supplies for which no charge would normally be made in the absence of group benefit coverage
- e services and supplies where reimbursement would have been made under a government-sponsored plan, in the absence of coverage
- e services or supplies which are not permitted by law to be paid
- e services or supplies which are required for recreation or sports
- e services or supplies which would have been payable by the Provincial Plan if proper application had been made
- e medical treatment which is not usual or customary, or is experimental or investigational in nature
- e medical or surgical care which is cosmetic
- e services or supplies which are performed or provided by the covered person, an immediate family member or a person who lives with the covered person
- e services or supplies which are provided while confined in a hospital on an in-patient basis
- e services or supplies which are not specified as a covered expense under this benefit

Drug Benefit For Persons Who Reside In Quebec

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

Covered Drug Expenses

The following expenses are covered:

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

99

Your Group Benefits

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

The following provisions apply only to the coverage of drugs that are on the RAMQ List, as legislated by An Act Respecting Prescription Drug Insurance (R.S.Q. c., A-29-01). Coverage for all other drugs will be subject to the regular provisions included in this Benefit Booklet:

a) Benefit Percentage

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

- i) For any drug on the RAMQ List which is not otherwise covered under the terms of this Benefit, the percentage payable is the percentage as set out by the then applicable Legislation
- ii) For any drug on the RAMQ List which is covered under the terms of this Benefit, the percentage payable is the greater of:
 - the benefit percentage stated under The Benefit; and
 - the percentage as set out by the then applicable Legislation.

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

b) Annual Out-of-Pocket Maximum

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

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

The annual out-of-pocket maximum for you and your spouse is as stipulated in the Legislation and includes those portions of covered drug expenses paid for your dependent children.

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

c) Deductible

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

Your Group Benefits

d) Lifetime Maximums

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

- i) only drugs that are on the RAMQ List are covered, and
- ii) the percentage payable by the Administrator for covered expenses is the percentage as set out by the then applicable Legislation.

e) Eligible Dependent Children

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

- i) the age specified in this Benefit Booklet (please refer to definition of child in the Explanation of Commonly Used Terms); and
- ii) age 26.

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

- only drugs that are on the RAMQ List are covered, and
- the percentage payable by the Administrator for covered expenses is the percentage as set out by the then applicable Legislation.

f) Termination Age

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

- i) only drugs that are on the RAMQ List are covered,
- ii) the percentage payable by the Administrator for covered expenses is the percentage as stipulated in the then applicable Legislation
- iii) the Annual Out-of-Pocket Maximum is as stipulated in the then applicable Legislation
- iv) the premium required for the drug coverage is the premium for the Extended Health Care benefit.

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

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

Your Group Benefits

Dental Care

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

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

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

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

The Benefit

Deductible- Nil

Dental Fee Guide - Fee Guide for General Practitioners and Specialists which was in effect 1 year(s) prior to the current Fee Guide for your Province of Residence

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

Benefit Percentage (Co-insurance)-

100% for Level I - Basic Services

100% for Level II - Supplementary Basic Services

50% for Level III - Dentures

50% for Level IV - Major Restorative Services

50% for Level V - Orthodontics

Benefit Maximums

\$2,000 per calendar year combined for Level I and Level II and Level III and Level IV

\$1,000 per lifetime for Level V

Termination Age - on the last day of active employment

Waiting Period

first of the month following 3 months for employees hired on or prior to the Plan Document Effective Date

first of the month following 3 months for all other employees

Your Group Benefits

Covered Expenses

The following expenses are covered if they:

- are incurred for the necessary dental care of a covered person while covered under this benefit
- are incurred for services provided by a dentist, a dental hygienist working under the supervision of a dentist, or a denturist working within the scope of his license
- are reasonable as determined by your employer or Manulife Financial, taking all factors into account, and
- do not exceed the fees recommended in the Dental Fee Guide, or reasonable and customary charges as determined by your employer or Manulife Financial, if the expenses are not listed in the Dental Fee Guide.

Alternate Treatment

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

Level I - Basic Services

- complete oral exam, once every 12 months
- one complete series of full mouth x-rays or one panoramic film every 24 months
- one unit of light scaling and one unit of polishing once every 9 months, when the service is performed outside Quebec, or prophylaxis (light scaling and polishing) once every 9 months, when the service is performed in Quebec
- recall exams, specific exams, and fluoride treatments, once every 9 months
- bitewing x-rays, once every 18 months
- routine diagnostic and laboratory procedures
- initial oral hygiene instruction, plus one recall
- fillings and retentive pins. Replacement fillings are covered provided:
 - the existing filling is at least 12 months old and must be replaced either due to significant breakdown of the existing filling or recurrent decay, or
 - the existing filling is amalgam and there is medical evidence indicating that the patient is allergic to amalgam
- pit and fissure sealants, 1 per tooth every 12 months for dependent children
- pre-fabricated full coverage restorations (metal and plastic)

Your Group Benefits

- space maintainers for missing primary teeth (appliances placed for orthodontic purposes are not covered)
- minor surgical procedures and post surgical care
- extractions (including impacted and residual roots)
- consultations, anaesthesia, and conscious sedation
- denture repairs, relines and rebases, only if the expense is incurred later than 3 months after the date of the initial placement of the denture
- injection of antibiotic drugs when administered by a Dentist in conjunction with dental surgery

Level II - Supplementary Services

- surgical procedures not included in Level I (excluding implant surgery)
- periodontal services for treatment of diseases of the gums and other supporting tissue of the teeth, including:
 - scaling not covered under Level I, and root planing, up to a combined maximum of 8 units per calendar year;
 - provisional splinting; and
 - occlusal equilibration, up to a maximum of 4 units per calendar year
- endodontic services which include root canals and therapy, root amputation, apexifications and periapical services
 - root canals and therapy are limited to one initial treatment plus one re-treatment per tooth per lifetime
 - re-treatment is covered only if the expense is incurred more than 12 months after the initial treatment

Your Group Benefits

Level III - Dentures

- initial provision of full or partial removable dentures
- replacement of removable dentures, provided the dentures are required because:
 - a natural tooth is extracted and the existing appliance cannot be made serviceable;
 - the existing appliance is at least 36 months old and cannot be made serviceable;
or
 - the existing appliance is temporary and is replaced with the permanent dentures within 12 months of its installation

Level IV - Major Restorative Services

- crowns, onlays and veneers when the function of a tooth is impaired due to cuspal or incisal angle damage caused by trauma or decay
- inlays, covering at least 3 surfaces, provided the tooth cusp is missing
- initial provision of fixed bridgework
- replacement of bridgework, provided the new bridgework is required because:
 - a natural tooth is extracted and the existing appliance cannot be made serviceable;
 - the existing appliance is at least 36 months old and cannot be made serviceable;
or
 - the existing appliance is temporary and is replaced with the permanent bridge within 12 months of its installation

Level V - Orthodontics

- orthodontic services

Pre-Determination of Benefits

If the cost of any proposed dental treatment is expected to exceed \$500, it is suggested that you submit a detailed treatment plan, available from your dentist, before the treatment begins. You can then be advised of the amount you are entitled to receive under this benefit.

Your Group Benefits

Work in Progress When Coverage Terminates

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

Submitting a Claim

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

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

Subrogation (Third Party Liability)

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

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

Exclusions

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

- self-inflicted injuries
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion
- dental care which is cosmetic, unless required because of an accidental injury which occurred while the patient was insured under this benefit
- anti-snoring or sleep apnea devices
- broken dental appointments, third party examinations, travel to and from appointments, or completion of claim forms
- services which are payable by any government plan
- services or supplies provided by an employer's medical or dental department
- services or supplies for which no charge would normally be made in the absence of group benefit coverage
- treatment rendered for a full mouth reconstruction, for a vertical dimension or for a correction of temporomandibular joint dysfunction
- replacement of removable dental appliances which have been lost, mislaid or stolen
- laboratory fees which exceed reasonable and customary charges

CustomerWorks

Your Group Benefits

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

Survivor Extended Benefit

If you die while your dependents are covered under this Group Benefit Program, your employer will continue the Extended Health Care Benefit with premium paid by your survivor, until the earliest of:

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

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

- 3 months (if the procedure was started prior to the death of the Employee),
- the date your dependent is no longer a dependent, according to the definition of dependent (see Explanation of Commonly Used Terms),
- the date similar coverage is obtained elsewhere,
- the date the Plan Document terminates.

Long Term Disability

The Long Term Disability Benefit is insured under Manulife Financial's Group Policy G0028138.

If you become Totally Disabled while insured and meet the Entitlement Criteria for this benefit, Manulife Financial will pay a disability benefit.

Definition of Totally Disabled

If you have less than 35 years of service with your employer on the date you become Totally Disabled

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

- your own occupation, during the Qualifying Period and the 1 year immediately following the Qualifying Period
- any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 1 year specified above

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

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

If you have at least 35 years of service with your employer on the date you become Totally Disabled

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

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

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

Your Group Benefits

The Benefit

Benefit Amount - 66 2/3% of your monthly earnings, to a maximum of \$10,000

Non-Evidence Limit - \$10,000

Qualifying Period - 12 months

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

Maximum Benefit Period - to age 65

Termination Age - age 65 less the Qualifying Period, or retirement, whichever is earlier

Waiting Period

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

12 months for all other employees

Entitlement Criteria

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

- you must be continuously Totally Disabled throughout the Qualifying Period. If you cease to be Totally Disabled during this period and then become disabled again within 1 month due to the same or related illness or injury, your Qualifying Period will be extended by the number of days during which you ceased to be Totally Disabled.
- if you have less than 35 years of service with your employer on the date you become Totally Disabled:

Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:

- your own occupation, during the Qualifying Period and the 1 year immediately following the Qualifying Period, and

- any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 1 year specified above.

Your Group Benefits

- if you have at least 35 years of service with your employer on the date you become Totally Disabled:

Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of your own occupation.

- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial.

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

Periods for Which You are Not Entitled to Benefits

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

- not receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial
- receiving Employment Insurance maternity or parental benefits
- on lay-off during which you become Totally Disabled
- on leave of absence during which you become Totally Disabled, unless your employer is required to pay benefits during this period as a result of legislation, regulation or case law
- receiving benefits under an employer-sponsored salary continuance or short term wage loss replacement plan
- working in any occupation, except as provided for under the Rehabilitation Assistance provision
- incarcerated in a prison, correctional facility, or mental institution by order of authority of a criminal court

Amount of Disability Benefit Payable

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

- Workers' Compensation or similar coverage
- Canada or Quebec Pension Plans, excluding dependent benefits
- any government motor vehicle automobile insurance plan or policy, unless prohibited by law

Your Group Benefits

If necessary, the amount of your benefit will be further reduced so that your total income from all sources does not exceed 85% of your pre-disability gross earnings (net earnings, if your benefit is non-taxable). All sources include those sources stated above and any benefit you are entitled to receive from:

- any group, association or franchise plan
- any retirement or pension plan
- earnings or payments from any employer, including severance payments and vacation pay
- self-employment
- any government plan, excluding Employment insurance Benefits
- Canada or Quebec Pension Plans' dependent benefits

Once benefits become payable, the amount of your benefit will not be affected by any subsequent cost of living increase in benefits you are receiving from other sources.

Benefit Calculation Rules

Manulife Financial will apply the following rules in determining your disability benefit:

- benefits payable from other sources which began before the commencement of your current Disability will not be taken into account;
- benefits payable from other sources will not be adjusted to take into account any difference between the tax status of those benefits and the benefit payable by Manulife Financial;
- subsequent changes in benefits from other sources, other than cost of living increases, will be taken into consideration and a new benefit amount may be established;
- benefits payable under individual disability income insurance will not be taken into account;
- for benefits payable other than on a monthly basis, a monthly equivalent of such benefit will be estimated by Manulife Financial; and
- if you do not apply for a benefit for which you are eligible, the amount of such benefit will be estimated by Manulife Financial and assumed to be paid.

Your Group Benefits

Subrogation

If your disability is caused by another person and you have a legal right to recover damages, Manulife Financial will request that you complete a subrogation reimbursement agreement when you submit your Long Term Disability claim.

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

Tax Status of Benefits

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

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

Payment of Disability Benefits

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

Rehabilitation Assistance

Once Manulife Financial determines that you are Totally Disabled, if appropriate, and at Manulife Financial's discretion, you may be offered rehabilitation to assist you in returning to gainful employment, either to your pre-disability occupation or to another occupation.

In considering whether Rehabilitation Assistance is appropriate for you, Manulife Financial will take into account:

- the nature, extent and expected duration of your disability
- your level of education, training or experience
- the nature, scope, objectives and cost of a Vocational Plan

- Vocational Plan

A Vocational Plan is a training or job placement program that is expected to facilitate your return to gainful employment.

If it is determined that Rehabilitation Assistance is appropriate for you, in partnership with you and your employer, Manulife Financial will provide a structured Vocational Plan that will prepare you for a return to work, either:

- with your employer
- with an alternate employer
- in a self-employed capacity

Your Group Benefits

- Disability Benefits During Rehabilitation

You will continue to be entitled to disability benefits while participating in the Vocational Plan. If you receive any earnings as part of the plan, your disability benefit will be reduced once your total income (your disability benefit plus your earnings) exceeds 100% of your pre-disability gross earnings: net earnings if your benefit is not taxable.

If you cease to participate in the Vocational Plan because of a change in your medical status, Manulife Financial will require medical evidence documenting how your current medical status prevents you from continuing with the Vocational Plan.

If you are not available or do not co-operate or participate in the Vocational Plan, you will no longer be entitled to disability benefits.

Termination of Benefit Payments

Your disability benefit payments will cease on the earliest of:

- the date you cease to be Totally Disabled, as defined under this benefit.
- if you have less than 35 years of service with your employer on the date you become Totally Disabled:

the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability such that you are prevented from performing the essential duties of:

- your own occupation, during the Qualifying Period and the following 1 year, and

- any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 1 year specified above.

- if you have at least 35 years of service with your employer on the date you become Totally Disabled:

the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability such that you are prevented from performing the essential duties your own occupation.

- the date you do not attend an examination by an examiner selected by Manulife Financial.
- the date on which benefits have been paid up to the Maximum Benefit Period for this benefit.
- the date of your death.

Your Group Benefits

Recurrent Disability

If you become Totally Disabled again from the same or related causes within:

- 6 months from the end of the period for which Long Term Disability benefits were paid, or
- 24 months from the date you return to work as part of Rehabilitation Assistance,

Manulife Financial will treat the disability as a continuation of your previous disability.

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

If the same disability recurs more than:

- 6 months after the end of the period for which Long Term Disability benefits were paid, or
- 24 months after the date you return to work as part of Rehabilitation Assistance,

such disability will be considered a separate disability.

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

Waiver of Premium

The premium for your Long Term Disability benefit will be waived during any period you are entitled to receive Long Term Disability benefit payments.

Submitting a Claim

To submit a claim, you must complete the Long Term Disability claim form which is available from your Plan Administrator. Your attending physician must also complete a portion of this form.

A completed claim form must be submitted to Manulife Financial within 180 days from the end of the Qualifying Period.

Exclusions

No benefits are payable for any disability related to:

- self-inflicted injuries or illnesses.
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion.
- medical or surgical care which is not medically necessary.
- the committing of or the attempt to commit an assault or criminal offence.

Your Group Benefits

- **injuries sustained while operating a motor vehicle while under the influence of any intoxicant, including alcohol.**
- **abuse of addictive substances, including drugs and alcohol, unless you are actively participating and co-operating in an in-patient medical treatment program for substance abuse which has been approved by Manulife Financial.**

115