
Collective Agreement

Between

**Enersource Corporation & Enersource Hydro
Mississauga Inc.**

and

**The International Brotherhood of Electrical Workers
Local 636**

**Begins:
04/01/2003**

**Terminates:
03/31/2008**

10961 (03)

INDEX

Article - Article Name	Page
1. Recognition	1
2. Employee Classification	2
3. Union Membership and Payment of Dues . .	4
4. Goodwill	5
5. Grievance Procedure	8
6. Arbitration	10
7. Lockouts and Strikes	11
8. Job Posting	12
9. Seniority	13
10. Working Hours	17
11. Working Schedules	18
12. Standby Service Duty and Trouble Shifts . . .	22
13. Overtime	26
14. Meals	28
15. Recognized Holidays	29
16. Annual Vacations	30
17. Leave of Absence	32
18. Sickness and Injury Plan	34
19. Health Benefits	38
20. Retirement	40
21. Shift Bonus	40
22. Bulletin Boards	41
23. Weather Conditions	41
24. Tools and Equipment.	41
25. Overalls, Uniforms and Safety Footwear . . .	42
26. Safety	44
27. Classifications and Wages	44
28. Committees,	46
29. Temporary Transfers	46
30. Discipline	47
31. Duration of Agreement	48

INDEX

Article - Article Name	Page
Schedule "A" - Job Classifications and Hourly Rates of Pay	50
Schedule "B" - Job Classifications and Weekly Rates of Pay	52
COLA Language	58
Letters of Understanding	
1. 4 X 10 Hours Shift Arrangement (Schedule "A")	59
2. Joint Job Evaluation Committee	61
3. Flex Time	61
4. Standby Duty	62
5. Work Sites Reporting Outside of City of Mississauga	65
6. Organizational Re-Structuring Letter	68
7. Control Room Time Balance & Operators Schedule	69

PREAMBLE

It is the intent of the Parties in entering into this Agreement to find a positive way of achieving harmonious and mutually supportive relationships among the Employer, the Employees and the Union, which will keep the Employer in a strong, competitive market position.

In consideration of the community of interest between the Union and the Employer the intent of the parties to this Agreement is understood to be to establish satisfactory formal relations between Employees and Management and, consistent with the rights of both parties under this Agreement, to provide for the orderly collective bargaining of terms and the prompt and equitable disposition of grievances.

Furthermore, the Parties have concluded that a positive approach to labour relations is vital, therefore, the Parties are entering into this Agreement as partners, rather than adversaries.

ARTICLE 1 - RECOGNITION

1. The Employer recognizes the Union as the sole Collective Bargaining Agent for all Employees and Students of the Employer, save and except Supervisors, those above the rank of Supervisor, Confidential Secretaries, Programmers, Analysts, Auditors, not more than four (4) persons not regularly employed more than twenty-four (24) hours per week, and individuals employed on a Government-sponsored program.
2. If Enersource Hydro Mississauga Services Inc. becomes an operating Company, employing employees performing work currently recognized under Schedules A and B, this Employer (Enersource Hydro Mississauga Services Inc.) recognizes Local 636, IBEW as the bargaining agent of such employees.

ARTICLE 2 - EMPLOYEE CLASSIFICATION

1. a) Probationary Employees are those who are hired with the understanding that they will become Regular Employees provided that during the Probationary Period of one hundred and ten (110) days worked, they exhibit the required ability and qualifications. Such period of time may be extended for an additional (110) days worked by mutual consent of the parties.
- b) The service of a Probationary Employee may be terminated by the Employer at any time during the Probationary Period for any reason not contrary to law.
- c) Probationary Employees shall be entitled to the benefits of this Agreement only where the entitlements of Probationary Employees are specifically stated in a particular clause.
2. a) Temporary Employees are those hired to work during a period when additional work of any nature requires temporarily augmented forces, or in the event of any emergency, or to relieve Regular Employees because of illness, or to work during vacation periods. If a Temporary Employee is hired for a period of longer than one hundred and ten (110) consecutive working days, that Employee shall be considered as a Regular Employee unless such Temporary Employee has been hired to fill a vacancy which was either directly or indirectly caused by a Regular Employee being absent because of pregnancy, parental or adoption leave. Such vacancies, if longer than 2 months, will initially be posted.
- b) The services of a Temporary Employee may be terminated by the Employer at any time during the one hundred and ten (110) consecutive working

TEMP TIME \ JOB	SAME JOB	NEW JOB
LESS THAN 55 DAYS	110 DAYS PROBATION	110 DAYS PROBATION
55 - 110 DAYS	TOTAL SERVICE UP TO 110 DAYS	55 DAYS PROBATION
110 +	REGULAR STATUS	REGULAR STATUS

Probationary Period shall not exceed fifty-five (55) days worked.

7. Students may be employed either for the summer vacation period, extending from April 15th to September 15th each year, or on work terms of a co-operative training program with a University or College.
8. (a) Part-time employees are those who are hired on a permanent part-time basis and work a maximum of twenty-four **(24)** hours per week.

(b) Seniority will be based on hours worked per calendar year. Part-time seniority shall be recorded on the seniority list as a proportion **to** equivalent full-time employees.

ARTICLE 3 - UNION MEMBERSHIP AND PAYMENT OF DUES

1. Present Employees who are members of the Union shall be required to maintain such membership.
2. **All** new Employees hired by the Employer, excluding, casual labour and students hired for the school vacation period, shall become and remain members of the Union and application for membership shall be made prior to commencing employment.
3. **All** Employees, including casual labour and students hired for the school vacation period shall be required to authorize the deduction of regular monthly Union dues and initiation fees for new Employees from their pay. The amounts **so** deducted shall be forwarded to the Union **so** that the dues are received by the Union no later than the tenth (10th) day of the month following the month in respect of which the dues are deducted. This submission shall be accompanied by an

alphabetical listing of the names of each Employee on behalf of whom the deductions were made and the amount deducted on behalf of each Employee and the information upon which such deductions were calculated.

The Employer will notify Unit Chairperson as soon as possible when new Employees are hired and also when Probationary Employees have successfully completed their probationary period.

4. Employees covered by this Agreement shall receive copies of this Agreement, and information regarding Stewards, provided by the Employer as soon as possible but no later than one month after the date of employment.
5. For clarification purposes, the Union does not collect dues from Employees while they are covered on long term disability benefits as per Article 18.2 or unpaid leave of absence of this Agreement and furthermore, the Employer agrees to indicate on the check off list Employees on LTD or unpaid leave of absence.

ARTICLE 4 - GOODWILL

1. a) Except where abridged by the specific terms of this Agreement, the Employer shall retain the exclusive right to manage its business and direct the working force. Without limiting the generality of the foregoing, the direction of the working forces shall include, among others the right to hire, discharge, suspend, promote, demote, classify, transfer, discipline, and schedule work assignments and make, amend and enforce such rules and regulations as shall from time to time be required.

- b) The Employer shall not exercise its rights to direct the working force in a discriminatory manner, nor shall any Employee be discharged or disciplined except for just cause.
2. The Employer shall exercise its rights in a manner consistent with the terms of the Collective Agreement.
 3. a) The Employer agrees that no work shall be sublet or contracted out to any person or firm that will necessitate the laying off of any Regular Employee.
 - b) No Regular Employee will be laid-off while a Student, Temporary Employee, Part-time Employee, or individual employed on a Government-sponsored program is retained whose work the Regular Employee is capable of performing.
 4. The Employer is responsible for the safety, comfort and general welfare of the Customer in respect of the service of electrical energy and each Employee who is subject to the terms of this Agreement is prepared, when called, to assist at all hours of the day or night in the provision of such service.
 5. a) The Employer assures the Union that all reasonable efforts shall be made to offer work to any Regular Employee displaced by technological change, although such offer is conditional upon any affected Employee's willingness and ability to perform the work offered to the satisfaction of Management upon completion of any training prescribed. Where the rate of the new position is less, the difference in rates will be used to calculate retrogression steps to adjust the rate to that of the new position in four (4) equal amounts within 24 months.

The Employee shall be allowed a training and familiarization period of twenty-five (25) working days

5. b) Advanced Notice

When the Employer has determined that technological change, which will eliminate or significantly change a job, will be introduced, the Union will be provided not less than two (2) months advance **notice and will be given the opportunity for discussion.**

c) Priority Rights

During the advance notice period as described in Article 4.5 (b), Employees who are so affected will have priority rights to fill any posted vacancy of an equivalent or lower classification level, provided they are qualified, with the Employee with the greatest employment seniority having first priority rights.

6. The Employer agrees that Regular Employees may apply for and receive tuition reimbursement consistent with the terms and conditions of the Tuition Reimbursement Programme set out as Pro-24 in the Corporate Procedure. Where a Regular Employee voluntarily resigns within one (1) year of reimbursement of tuition, the Employee shall reimburse 50% of the Employer-paid portion of Tuition Assistance.
7. The Employer and the Union agree there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to employment or conditions of employment against a person as provided under the Ontario Human Rights Code and there shall be no discrimination for Union activity.
8. Substance abuse is a serious medical and social problem which can affect Employees, their families and the safety of the individual and fellow workers. The Employer and the Union actively promote and encourage early diagnosis and treatment which assists Employees towards full rehabilitation

Medical treatment necessary will be covered under Article 18.

9. In the event there is a merger with another Employer, Company or Companies, in which the covered Employees therein are represented by another Union, the representation rights and the Collective Agreement and the status quo of Local 636 IBEW members shall be maintained in respect of those members until a final determination is made under the Labour Relations Act of Ontario or any successor organization as to the proper representation of the combined group.
10. Should the Employer merge, amalgamate, or combine any of its operations or functions with another Employer, Company or Companies, the Employer agrees to give the Union as much notice as practically possible prior to any intent by the Employer to implement the above.
11. This Agreement shall be binding upon the Parties hereto, their Successors, Administrators, Executors and Assigns.

ARTICLE 5 - GRIEVANCE PROCEDURE

If the Employee has a grievance or complaint, the Employee may discuss the grievance with the Supervisor with a Steward in attendance if the Employee so elects.

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, except with respect to the discharge of a Probationary Employee, shall be dealt with in the following manner:

1. **STEP 1** A Regular Employee wishing to present a grievance shall submit the grievance in writing to the Supervisor/Manager indicating the nature of the grievance and the remedy sought. The Supervisor/Manager shall reply within three (3) working days after having received the grievance.

2. STEP 2 If the reply of the Supervisor/Manager is not satisfactory to the Employee concerned, the **written grievance shall be referred to the Vice President and President's designate** within three (3) working days after the reply of the Supervisor/Manager. The Vice President and President's designate shall meet with the Employee and members or designates of the Grievance Committee of the Union within five (5) working days to discuss the grievance. A reply to the grievance shall be given in writing within five (5) working days after the meeting has been held at this stage of the grievance procedure.
3. Any of the time allowances provided in (1) and (2) of this Article may be extended by mutual agreement between the parties concerned.
4. If a grievance is to be referred to arbitration, it shall be so referred within twenty (20) working days after the date of the reply referred to in (2) above.
5. Management may refuse to consider any grievance the circumstances of which occurred more than ten (10) working days before it was brought to the attention of the Supervisor/Manager.
6. In the event of a group grievance, a policy grievance or a grievance respecting the discharge or suspension of a Regular Employee, the grievance shall be in writing indicating the nature of the grievance and the remedy sought. The grievance will be processed commencing at Step Two (General Manger or designate) of the grievance procedure. This clause shall not be used for the purpose of abridging the right of the Employee or process grievances, nor shall it be used for the purpose of submitting matters which to be handled through the grievance procedure by Employees.

7. The Grievance Committee shall consist of no more than three (3) Employees.
8. If either party of this Agreement claims there has been a violation or misinterpretation of the terms of this Agreement by the other party, it may state such claim in writing which will be processed as a grievance commencing at Stage Two of the grievance procedure.

ARTICLE 6 - ARBITRATION

1. Step 1

Arbitrators shall be selected from a rotating panel of Arbitrators, the members of which are mutually selected by both parties (see list below). Each Arbitrator will be called upon to act on a rotational basis and the Arbitrator **will** be contacted to determine availability. If the Arbitrator is not available within ninety (90) days but is available at a later date, the parties may agree to accept that date or will proceed to the next Arbitrator in order of rotation in the same manner until a mutually acceptable date is agreed. In the event there is no agreement the first available Arbitrator will be selected. Panel of Arbitrators:

Gerald Charney
Louisa Davie
Mort Mitchnick

Step 2

The Arbitrator shall meet as soon as possible with both parties to hear evidence and receive representations.

2. No person may be appointed as an Arbitrator who has been party to an attempt to negotiate or settle the grievance unless both parties agree.
3. The award of the Arbitrator shall be confined to determining the issues set out in the grievance.

4. The findings of the Arbitrator as to the facts and as to the interpretations of violation or non-violation of the provisions of this Agreement shall be conclusive and binding upon all parties concerned, but in no case shall the Arbitrator be authorized to alter, modify or amend any part of this Agreement. The decision of the Arbitrator shall be binding upon the parties.
5. The Employer and the Union shall respectively pay the expenses of the Arbitrator and shall be borne equally by the Employer and the Union.
6. In cases of suspension, discharge or discipline grievances, they may be settled by confirming the Employer's decision in discharging or suspending the Employee or by reinstating him without loss of seniority and reimbursing him in full or in part or by any other arrangement which is just and equitable in the opinion of the sole Arbitrator.
7. Notwithstanding the above provisions of Article 6, it is recognized that either party to this Agreement may request the Minister of Labour for Ontario to refer to a single Arbitrator, to be appointed by the Minister, as provided in Section 49 of the Labour Relations Act of Ontario or as amended.
8. Except by mutual agreement between the parties to this Agreement, no matter may be submitted to arbitration which has not been properly carried through the grievance procedure.

ARTICLE 7 - LOCKOUTS AND STRIKES

1. There shall be no strikes or lockouts as defined in the Labour Relations Act during the term of this Agreement.

2. Notwithstanding any other provision of this contract, the failure or refusal of any Employee to pass through or work behind any picket line lawfully established shall not be deemed a breach of this contract, and the Employer shall not discharge, discipline or otherwise discriminate against any such Employee.

ARTICLE 8 - JOB POSTING

1. In respect of classifications covered by this Agreement, any job becoming vacant or any new job created by the Employer shall, within ten (10) working days **after** becoming vacant or being created, be posted along with its rate of pay, for five (5) working days. All Regular Employees of the Employer shall have the opportunity to make application for the job. All laid-off Employees shall have the first opportunity for job vacancies prior to posting. All Regular Employees will have the first opportunity for any job posting prior to Temporary and Part-time Employees. Applicants shall be interviewed and assessed prior to non-bargaining unit persons being interviewed.
2.
 - a) In the event of promotion from a lower rated classification, such promotion shall be made from those Employees who qualify.
 - b) Any Regular Employee promoted to the next higher group of position classification shall, as a minimum, advance from their current step to one step less in the next higher group for Schedule "B" Employees.
3. In case of promotion from lower to higher rated classification, the skill, ability, experience, and general work record of Employees will be the governing factors, and where these factors are substantially the same, seniority will govern.

4. When a job has been posted, the name of the successful applicant shall be posted on the bulletin board, **and the job awarded** in the manner set forth herein. The successful applicant shall either begin the job as soon as possible and at the appropriate rate of pay, or shall be paid the rate of pay within thirty (30) working days after the job has been posted, regardless of whether the actual transfer to the job has been made.
5. The list of Employees who apply for jobs shall be forwarded to the Union's Business Office within five (5) working days and those who are not successful in their application shall be given the reasons verbally and, if requested, in writing within five (5) working days.
6. The rate of any new job classification in Schedules "A" and "B" shall be established by the Employer in consultation with the Union. In the event of failure to agree on the rate, the matter may be submitted to the grievance procedure.
7. The Employer shall not be required to post any job becoming vacant and not to be filled, provided the Union is notified, in writing, of the reasons for not filling the vacancy.
8. Employees going on vacation may pre-apply under the Job Posting provisions with the Human Resources Department should a job vacancy become available during their absence.

ARTICLE 9 - SENIORITY

1. a) The Seniority of any Employee shall be defined as the length of continuous service in the employ of the Employer in the bargaining unit and shall include all continuous service with the Employer from the most recent date of hire.

- b) If separate Bargaining Units are created, any Employee who transfers between units shall suffer no loss of any contractual benefits or entitlements to which they would otherwise have been entitled as of the date of the transfer. Accordingly, whenever an Employee is awarded a job opportunity in another Bargaining Unit, the parties shall meet and enter into an agreement with respect to what contractual benefits shall transfer with the Employee. Any dispute with respect to what contractual benefits and/or entitlements are transferred, shall be resolved through the Grievance and Arbitration procedures defined by this Agreement.
- 2. The foregoing section notwithstanding, in the event any Employee in the bargaining unit is promoted to a classification excluded from the bargaining unit, the Employee shall continue to accumulate and shall retain seniority for a period of twelve (12) months beyond the effective date of promotion.
 - 3. The Employer shall provide to the Unit Chairperson quarterly, a current seniority list with the names, positions and dates of commencement of service of Employees and shall forward such lists to the Union. A list of all Temporary Employees will also be provided.
 - 4. An Employee shall lose seniority and employment status if:
 - a) The Employee resigns.
 - b) The Employee is discharged for just cause and not reinstated by the grievance procedure.
 - c) The Employee is laid off for a period exceeding fifteen (15) consecutive months.

- d) The Employee fails to return after lay-off within ten (10) consecutive days, excluding Saturdays, Sundays and Recognized Holidays after being notified by registered mail to do so, although if such failure is caused by illness certified by a duly qualified medical practitioner, the time for return may be extended while the Employee is prevented by illness from returning to work for a further period not to exceed a maximum of six (6) calendar months.
- e) The Employee is absent five (5) or more consecutive working days without notifying the Employer or providing a reasonable explanation.
- f) The Employee retires or reaches sixty-five (65) years of age.

5. Lay-Off And Recall

- a) Where a lay-off is necessary, the Employee with the lowest seniority in the affected classification, shall displace an Employee who has lesser seniority in the same job classification or lower classification.
- b) Failing (a) Employees shall have the opportunity to fill any job vacancy at their own grade level.
- c) Failing (b) Employees shall displace an Employee who has lesser seniority at their own grade level.
- d) Failing (c) Employees shall have the option to displace an Employee who has lesser seniority on the same grade level.
- e) The process set out above shall be repeated at each lower grade level by the affected Employees, or by those Employees whom they have displaced, as the case may be, until all such Employees have been placed into jobs or laid off.

- f) This will not restrict the right of any Employee who has previously satisfactorily performed a job in a higher grade level from exercising their seniority rights to acquire such a job.
- g) A training and familiarization period of up to thirty (30) working days shall be provided to Employees affected by lay-off.
- h) The benefits of a laid off Employee will be paid in accordance with the Employment Standards Act.
- i) Employees shall be recalled in the reverse order of seniority in which they were laid off. An Employee being recalled shall have sufficient skills and ability to perform the work.
- j) A laid off Regular Employee will be recalled in the event of a job vacancy prior to posting provided the Employee has sufficient skills and ability to perform the work.
- k) A Regular Employee laid off due to lack of work shall retain right of recall for a period of fifteen (15) consecutive months from the date of layoff, shall be required to keep Management advised of a current address, and, if recalled shall be required to report for work within ten (10) working days. The laid off Employee will be contacted by registered mail.
- l) The Union shall be notified in writing of layoffs and recalls.
- m) The Unit Chairperson, Unit Vice-Chairperson and Chief Steward of Local 636, IBEW Unit #3 while holding such office shall be retained by the Employer in the event of lay off as long as there is work that they are qualified and willing to perform.

ARTICLE 10 - WORKING HOURS

1. a) **Except as otherwise provided in this Agreement a normal work week shall be forty (40) hours consisting of five (5) eight hour days Monday to Friday from 0730 to 1600 hours inclusive of a **one** half (1/2) hour unpaid meal period year round for Schedule "A" Employees. The work day shall not commence earlier than 6:30 a.m. during daylight savings time and not earlier than 7:00 a.m. during standard time.**
- b) Unless otherwise mutually agreed to, all bargaining unit Employees shall report for work at the main service centre which is 3240 Mavis Road, Mississauga.
2. Except as otherwise provided in this Agreement the meal period will start at 1200 hours and may be adjusted one-half (1/2) hour either way subject to the requirements of the day. Employees who are required to work during the meal period, in addition to the normal hours **of** the day, shall be paid double time for the work performed.
3. Except as otherwise provided in this Agreement each Employee shall be entitled to rest periods of fifteen (15) minutes duration, one in the first and one in the second half **of** each scheduled work day, at a time and place designated by the Supervisor.
4. The Employer shall be responsible for shift coverage arising from approved vacations, illness or any other absences.
5. a) The normal work week for Schedule 'B' Employees with the exception **of** Technicians shall be thirty-five (35) hours consisting of five (5) days of seven (7) hours per day (not before 0800 hours and not later than 1800 hours, but continuous except for the meal period) from Monday to Friday inclusive.

- b) The normal work week for Technicians, Outage Co-ordinator shall be forty **(40)** hours consisting of five (5) days of eight (8) hours per day (not before 0730 hours and not later than 1800 hours, but continuous except for the meal period) from Monday to Friday inclusive.
6. Work Sites Outside the City of Mississauga under Letter of Understanding- 5.

ARTICLE 11 - WORKING SCHEDULES

SYSTEM CONTROL OPERATORS

- 1. a) Management and Union shall mutually agree when establishing a working schedule different from present arrangements for System Control Operators, excepting trainees not appointed to a rotation schedule. Such schedule will be supported by a two thirds (2/3) majority of the Operators in the rotation before it is implemented. Implementation and mutual agreement of the schedule for the next year will be posted two **(2)** months before the current schedule ends.
- b) The Operator on regular shift rotation working a statutory holiday shall be paid for the statutory holiday worked and, in addition, shall be paid double time for the actual hours worked. The Operator's statutory holiday will always be the calendar date, and not the day designated by the Employer for other Employers.
- c) Operators shall attend safety sessions and such sessions shall constitute part of the hours Operators are obliged to work.
- d) Operators shall provide notice in writing of tentative arrangements to be taken in the next vacation

year and shall confirm arrangements in writing six weeks before the vacation is taken, all such arrangements to be consistent with Article 16 of this Agreement. A minimum of one half of an Operator's vacation shall be taken during a period when the Operator is scheduled to work the day shift. Qualified shall be deemed to mean an Operator who is in at least their third year of apprenticeship.

- e) The regular minimum complement shall be three (3) qualified Operators, as defined in 11.1 (d) on day shifts Monday to Friday (excluding lunch breaks). Where due to unforeseencircumstances such as illness, fewer than three (3) qualified Operators are present on days, and there is a request for an additional Operator, the Employer will give due consideration to such request and may mutually agree to add an Operator. There shall be a minimum of one (1) qualified Operator on nightshift, Monday to Sunday. Requests for an additional Operator will be considered and the Employer may by mutual agreement add an Operator. Replacement coverage for planned vacation will be scheduled in advance.
- f) All qualified Operators may be required to serve on the operator standby roster for the purpose of covering short-term manpower shortages or other system conditions requiring additional personnel.
- g) The hours of work shall be:
12 Hour Shift Monday to Sunday
D 0700 - 1900
N 1900 - 0700
- h) Schedules will normally run from January 1 to December 31.

- i) Any changes in the schedule will be posted at least fifteen (15) days before the new schedule goes into effect. In this situation, approved vacation will be upheld providing that such arrangements do not interfere with the continued operation of the Control Room.
- j) Twelve (12) Hour Shifts shall be as follows:

Nine week, Nine operator rotation

WEEK	S	S	M	T	W	T	F
1	-	-	D	D	D	-	-
2	N	N	-	-	-	D	D
3	-	-	N	N	N	-	-
4	D	D	D	-	-	N	N
5	-	-	D	D	-	-	-
6	-	-	-	-	D	D	D
7	-	-	-	N	N	-	-
8	-	-	D	D	-	-	D
9	D	D	-	-	D	D	-

- k) Changes to the schedule as detailed above require support by a two thirds (2/3) majority of the operators in the rotation before a revised schedule is implemented.

l) Shifts Worked

Total hours per year	2,080	
Less Statutory Holidays	96	Credit for missed breaks
• Break Credit	12	
• Shift Change	40	
Actual Hours Worked	1,932	Credit for 15 minute shift change
# of 12 hour shifts:		
	1932/12 = 161 shifts	

- m) Lunch and coffee breaks will be taken as time permits during the shift.

- n) Operator meetings will be held as required not to exceed every three (3) months to discuss safety and operating concerns pertaining to the Control Room. All Operators will be required to attend and personnel on days off will be paid at the appropriate rate of overtime.
- o) A travel allowance of **\$50.00** per week will apply during those periods that System Control Operators are on stand-by. Stand-by is defined as the period of time Sunday to Sunday that Employees are required to be available to respond to emergencies.
- p) The Employer shall pay an additional shift bonus of **10%** of basic hourly rates to System Control Operators working the rotating shift for hours worked on Saturdays and Sundays and eighty-seven (**87**) cents effective April 1, 2003 (**ninety-one (91)** cents effective April 1, 2004 and **ninety-five (95)** cents effective April 1, 2005) for any part or all of the evening shift that begins at 1900 hours.
- q) The 'bundled premiums' as applicable at the time will be averaged and paid weekly. This premium is also applicable to vacations and short-term disability periods.

2. SERVICEMEN

- a) Servicemen may be called on to work the following schedule of shifts:
 - (i) 0800 hours to 1630 hours inclusive with **1/2** hour meal break year round with meal allowance in winter months per Article 10 - **1(a)**.
 - (ii) **1230 - 2100** hours Monday - Friday inclusive with **1/2** hour meal allowance in winter months per Article 10 - 1(a).

- b) Standby for Serviceman Hours of standby Monday to Thursday 2100 hours to 0800 hours and Friday 2100 hours to 0800 hours Monday.
- c) In the event of an emergency after 2130 hours the Serviceman on call shall handle the work and receive a minimum of two (2) hours at overtime rate.

ARTICLE 12 - STANDBY DUTY AND TROUBLE SHIFTS

1. STANDBY DUTY

- a) The Employer may assign standby duty as required to manage its business, and Employees on standby duty shall be available for work within the standby hours assigned.
- b) The Standby Duty Schedule shall be established annually and posted by October 15th of each year. The Employer may revise the schedule from time to time as required to manage its' business. The Employer agrees that two Employees are on call for each Standby team designated as A, B and C. One Employee will be on call from each category of Serviceman, Control Room, RBD Operator, Stores, Locates and Substations.
- c) Reference Letter of Understanding – 4, Standby Guidelines as established by Joint Committee.
- d) When Recognized Holidays occur during week-days Standby Duty is worked throughout the holidays until the following work day according to the Standby Duty Schedule.
- e) Except as otherwise provided in this Agreement the rate of pay for Standby Duty shall be \$1.70 per hour (\$1.75 effective April 1, 2004, \$1.80 effective April 1, 2005) and \$2.15 per hour (\$2.20

effective April 1, 2004, \$2.25 effective April 1, 2005) from 1630 hours **Friday** to 0730 hours Monday and Recognized Holidays. Standby rate to be applicable to Maintenance Caretaker during winter hours only.

- f) Emergency call out list to be posted weekly indicating number of call-outs, hours worked, offers refused, could not contact.
- g) **All** Cablemen wishing to remain on stand-by duty shall complete overhead training in the essential, minimum, typical overhead repair situations that occur on our system and undergo refresher training as may be deemed necessary from time to time. Any new Employee shall be qualified before being placed on stand-by duty.

2. TROUBLE SHIFTS

- a) Shift positions shall be posted and Employees appointed shall remain in the shift position for at least three (3) months, unless transferred.
- b) The Trouble Shifts shall not be worked by Employer-Contractor mixed crews.
- c) The hours of work shall be:

D ₁	0600 - 1800
D ₂	0700 - 1900
N	1830 - 0630
- d) Schedule will normally run from January 1 to December 31.
- e) Any changes in the schedule will be posted at least fifteen (15) days before the new schedule goes into effect. In this situation, approved vacation will be upheld providing that such arrangements do not interfere with the continued operation of the Service Department.

- f) The shift arrangement shall consist primarily of a twelve (12) hour rotating shift schedule.
- g) Shift coverage will be 24 hours on weekdays and 12 hours daytime coverage on Saturdays and Sundays.
- h) The night shift shall start at 1830 hour the evening previous to the scheduled shift date.
- i) Rates of pay shall be as established as for the Journeyman Lineman Classification, Schedule A.
- j) A 10% premium will apply for weekend hours worked.
- k) Week night hourly shift premium will be \$0.87 effective April 1, 2003; \$0.91 effective April 1, 2004; \$0.95 effective April 1, 2002.
- l) A weekly meal allowance will apply weekly except on occasions of illness or on vacation days. The allowance shall be \$53.75 effective April 1, 2003 (\$55.00 effective April 1, 2004, \$56.25 effective April 1, 2005).
- m) All vacant positions will be posted.
- n) The shift arrangement will be as follows:

Five Week, Five Crew rotation

WEEK	S	S	M	T	W	T	F
1	D ₁	D ₁	—	—	—	D ₁	D ₁
2	—	—	N	N	—	—	—
3	—	—	D ₁	D ₁	—	D ₂	D ₂
4	—	—	—	—	N	N	N
5	—	—	D ₂	D ₂	D ₂	—	—

* Changes to the schedule as detailed above require support by a two thirds majority of the Trouble Truck personnel in the rotation before a revised schedule is implemented.

Note: D₁ - One crew Saturday/Sunday
12 hours each day
N - Starts at 1830 on previous evening

o) Shifts Worked:

Total Hours Per year	2,080
Less Statutory Holidays	96
Break Credit	<u>6</u>
Actual Hours Worked	1978

Number of 12 Hours Shifts $1978/12 = 164.8$
Shifts

- p) Lunch and coffee breaks will be taken as time permits during the shifts.
- q) Trouble Crews shall not participate in distribution on-call arrangements.
- r) The arrangement may be cancelled by either party with 35 days notice.
- s) Management and Union shall mutually agree when establishing a working schedule an/or working conditions different from present arrangements for Trouble Truck Personnel, excepting trainees not appointed to a rotation schedule. Such schedule will be supported by a two thirds majority of the Trouble Truck personnel in the rotation before it is implemented. Implementation and mutual agreement of the schedule for the next year will be posted two (2) months before the current schedule ends.

- t) Coverage for illness up to three days to be provided for trouble crews from an on-call list comprised of trouble crew personnel.
 - u) Coverage for illness more than three days, day-time only Monday to Friday, to be made from re-assignment of crew personnel within the organization, with overtime rate to apply for the four (4) hour extended shift.
 - v) Coverage for vacation Monday to Friday day-time only to be made from re-assignment of crew personnel within the organization, with overtime rate to apply for the four (4) hour extended shift.
 - w) Paragraphs u) and v) are predicated on a 5 x 8's Schedule and will be amended to provide two (2) hours of overtime in the event the schedule changes to 4 x 10's for the remaining crews.
 - x) Statutory Holidays may be covered by one crew per shift.
 - y) The "bundled premiums" as applicable at the time will be averaged and paid weekly. This premium is also applicable to vacations and short term disability periods.
3. 4 x 10 hour shift for the Mechanics on the afternoon shift. Monday to Thursday 2:30 p.m. to 1:00 a.m. with two (2), fifteen (15) minute paid breaks and one (1), thirty (30) minute unpaid break daily.

ARTICLE 13 - OVERTIME

1. All hours worked outside of or in excess of the work day or work week shall be paid at double the Employee's rate of pay.

2. A Regular Employee may elect in lieu of payment for overtime worked, future time off calculated at the rate of one (1) hour at the regular hourly rate plus one (1) hour at regular time to be banked to a maximum of 40 hours to be taken in the contract year. To apply to Inside Employees outside of Flextime hours and with Supervisory/Managerial approval of overtime requirement.
3. Any Employee who is called upon to work overtime shall be paid a minimum of two (2) hours pay at double time, although no minimum applies in the event of prearranged overtime or overtime occurring at the end of an eight-hour shift or within two hours preceding an eight (8) hour shift.
4. In the case of prearranged overtime, if the arrangement is cancelled when an Employee affected has reported for work, such Employee shall be paid for two (2) hours at the rate of double time. This will not apply to overtime continuing at the end of a shift.
5. Paid rest periods
 - a) If an Employee works more than eight (8) cumulative hours immediately prior to his scheduled work day, he will be permitted eight (8) hours off with pay, at straight time rates, during his scheduled shift.
 - b) If an Employee works sixteen (16) hours he will be permitted a rest period of up to eight (8) hours and the portion of the rest period occurring during his scheduled work will be paid at straight time rates.
6. In the event a Supervisor calls for overtime work, Regular Employees shall be called before Temporary Employees and Contractors except where a tendered, fixed priced project contract arrangement is in place covering the work.

ARTICLE 14 - MEALS

1. In recognition of the fact that Employees are required to provide their own meals and eat on their own time, the conditions that follow will apply:
 - a) The Employer shall not require an Employee to carry or provide more than one meal on any day that work is performed and, whenever possible, Supervisors shall notify Employees who **do** not normally carry a lunch, of the necessity of carrying a lunch the following day.
 - b) In the event an Employee is required to continue working beyond a normal day the Employer shall provide the Employee's meal after 1 1/2 hours, every four hours thereafter while the Employee continues working.
 - c) In the event an Employee is called upon to work extensive periods of overtime on Saturday, Sunday or Recognized Holidays without notification, the Employer shall provide the Employee's meal on approximately a four hour interval basis. If notified, no fewer than twelve (12) hours in advance of starting time, the Employee shall carry or provide the first meal and the Employer shall provide any further meals on approximately a four hour interval basis.
2.
 - a) In general the winter months for the purpose of this clause shall cover the period of November 1st to March 31st and during the winter months the Employer will provide a meal at a suitable location, and transportation from and to the job, to Employees required to work outside.
 - b) The duration of the meal period and the traveling time from and to the job shall comprise no more than one half (1/2) hour for Schedule "A" Employees except with the permission of the Supervisor.

3. In general the summer months for the purpose of this clause shall cover the period of April 1st to October 31st and during the summer months Employees will remain at the job site for meal period.
4. The Employer may provide an allowance instead of providing a meal. The allowance shall be **\$10.75** for supper meals (**\$11.00** effective April 1, 2004, **\$11.25** effective April 1, 2005) and **\$9.75** for all other meals (**\$10.00** effective April 1, 2004, **\$10.25** effective April 1, 2005).

ARTICLE 15 - RECOGNIZED HOLIDAYS

1. The Holidays recognized by the Employer are the following:

*NEW YEAR'S DAY	CIVIC HOLIDAY
*GOOD FRIDAY	*LABOUR DAY
EASTER MONDAY	THANKSGIVING DAY
VICTORIA DAY	*CHRISTMAS DAY
*CANADA DAY	*BOXING DAY

ONE DAY FLOATER - to be taken at a time mutually agreed upon

Temporary Employees shall be paid for *holidays consistent with the Employment Standards Act.

2. The last working day before Christmas and the last working day before New Year's will consist of the first half of the day and the remainder of each such day shall be a holiday recognized by the Employer.
3. Regular Employees and Probationary Employees shall be paid for Recognized Holidays providing such Employees have worked the last regular scheduled shift preceding, and the first regular shift succeeding

such holidays. The requirement that an Employee must work the shift preceding and succeeding a holiday will not apply if the Employee is absent on either or both of these days because of:

- a) personal illness
 - b) family death
 - c) Supervisor's permission
 - d) circumstances beyond the Employee's immediate control.
4. The Recognized Holiday that falls on Saturday shall be observed on the immediately preceding Friday or Thursday if the Friday is a Recognized Holiday. The Recognized Holiday that falls on Sunday shall be observed on the immediately following Monday, or Tuesday if the Monday is a Recognized Holiday, so that the days observed shall be consecutive.
 5. Regular Employees and Probationary Employees working on rotating shifts shall, subject to qualifications set out in item 4 above of this Article, receive the same number of paid Recognized Holidays in any calendar year **as** are received by Employees working on normal day shifts, i.e. Monday to Friday inclusive.
 6. If a Recognized Holiday occurs during an Employee's vacation period, another day off with pay in lieu thereof shall be granted.
 7. The Union and Management shall meet in January of each year to attempt to agree on what days the Recognized Holidays will be observed.

ARTICLE 16 - ANNUAL VACATIONS

1. Vacation with pay shall be granted by the Employer in accordance with the following:

- a) One day for each completed calendar month worked during the first year of employment to a maximum of ten (10) days.
- b) On completion of required years of service and subsequent years of service the number of days set out in the following earning schedule:

after one (1) year	ten (10) days
after three (3) years	fifteen (15) days
after eight (8) years	twenty (20) days
after fifteen (15) years	twenty-five (25) days
after twenty-four (24) years	thirty (30) days

- 2. For vacation purposes service shall be calculated as of date of hire.
- 3. Vacation dates shall be arranged at the convenience of the Department Supervisor. However, every effort shall be made to arrange vacations to the mutual satisfaction of the Employee and the Department Supervisor. Conflicts in Employees' vacation preferences shall be resolved on the basis of seniority. To facilitate this, a sheet shall be posted by January 1st to allow Employees to state their preferences of dates. This sheet shall be removed by May 1st at which time final dates shall have been agreed upon. Requests by Employees for two (2) weeks vacation during June, July, August and September will not be unreasonably denied.
- 4. Where an Employee, through illness or injury while on vacation, is hospitalized for a period of three (3) or more days, he/she will upon return to work and presentation of proof of hospitalization by a medical doctor, be granted an extension of his/her vacation equal to the time allowed for such hospitalization, excluding the Employee's normal weekend, at a time mutually agreed upon between the Employee and his/her Supervisor.

5. Any Regular Employee earning fifteen (15) days or more vacation may carry over into the following vacation period, subject to the provisions of item 3, a maximum of five (5) days earned vacation.
6. Payment on account of deceased Employee is to his/her dependents, if any; if there are no dependents, then to his/her estate.

ARTICLE 17- LEAVE OF ABSENCE

1. A Regular Employee who would otherwise have been at work shall, *for* the purpose of arranging and/or attending a funeral:
 - a) be allowed five (5) working days leave of absence with pay in the event of death of the Employee's spouse, common-law spouse / same sex partner or child.
 - b) be allowed four (4) working days leave of absence with pay in the event of death of the Employee's parent.
 - c) be allowed three (3) working days leave of absence with pay in the event of death of the Employee's sister, brother, grandparent, grandchild or spouse's parent.
 - d) be allowed one (1) working day leave of absence with pay in the event of death of the Employee's aunt or uncle, sister-in-law or brother-in-law, spouse's sister, spouse's brother, spouse's grandparent, or in the event of serving as a pallbearer at the funeral of a fellow Employee.
 - e) For Employees working other than an eight (8) hour day, the number of hours scheduled for the day on which the absence occurs shall be considered one (1) day for the purpose of this clause

- f) Consideration may be given for an extension of **time** without pay under abnormal circumstances or if extensive travel is necessary. It is understood that weekends or scheduled 'off days are not included in the entitlement of consecutive working days.
2. Each Employee shall be granted leave of absence without **loss** of pay, for the purpose of discussing with Management during working hours matters arising out of the administration of the Agreement, if such discussion is arranged by the Employee with the immediate Supervisor.
 3. The proper discharge of grievance responsibility may from time to time throughout the work day require the brief absence from work duties of a Steward/Unit Chairperson who must request the immediate Supervisor's permission to be absent without **loss** of pay. While every reasonable effort shall be made to arrange the brief absence requested, permission may be withheld if, in the opinion of the Supervisor, such absence would affect the operation. The names and the number of Stewards not exceeding ten (**10**) and/or the Unit Chairperson and Unit Vice-Chairperson shall be confirmed to Management by the Union, and each Steward so named shall acknowledge that the Steward's prime responsibility is that of a Regular Employee.
 4. Leave of absence with pay including paid mileage for travel to and from the destination will be granted to Employees who are authorized by Management to attend functions connected with their work.
 5. Leave of absence with pay shall be granted to Regular Employees called for Jury Duty, or as a Crown Witness while on Employer business or within their Region of Residence, provided that payment for said

service is assigned to the Employer. Employees working on a rotating shift arrangement will receive payments for time lost from the Employee's regularly scheduled shift up to 12 hours per day for each day of jury duty.

6. Employees attending sessions approved by the Employer, as trainees or volunteer instructors, shall be reimbursed at normal rates of pay for standard daily or weekly hours.
7. Pregnancy, Parental and Adoption Leave shall be granted in accordance with the appropriate parts of the Employment Standards Act of Ontario or successor organization. There shall be no loss of seniority during this leave, all benefits shall be maintained by the Employer and the Employee's vacation shall not be pro-rated or reduced in any manner and the Employee shall be returned to their same or comparable job and rate of pay they enjoyed prior to the leave.
8. The Employer may grant leave of absence without pay to any Employee for a legitimate personal reason. Such requests must be submitted *in* writing. Seniority shall continue to accumulate during this absence. Vacation will not accrue when absence is for more than one (1) month. Health benefits as detailed under Article 19 shall continue to be paid by the Employer for leaves of absence up to one (1) month.

ARTICLE 18 -SICKNESS AND INJURY PLAN

1. PURPOSE

The purpose of the plan is to provide Regular Employees with pay continuity and job security during periods of sickness or injury.

2. THE PLAN

The plan provides coverage during periods of sickness or injury as follows:

Short Term Coverage - periods up to seventy-five (75) consecutive working days.

Long Term Coverage - periods in excess of seventy-five (75) consecutive working days.

Short Term Coverage

Benefits in the short term for each occurrence of sickness or injury are:

- a) Employees with less than one year's service - 15 working days at regular pay and the balance at 75% of regular pay.
- b) Employees with one to two years of service - 30 working days at regular pay, balance at 75% of regular pay.
- c) Employees with two to three years of service - 45 working days at regular pay, balance at 75% of regular pay.
- d) Employees with three to four years of service - 60 working days at regular pay, balance at 75% of regular pay.
- e) Employees with more than four years of service - 75 working days at regular pay.

Long Term Coverage

Benefits in the long term are those provided under the disability plan by the Carrier and begin after the seventy-fifth (75th) day. In the event of a delay in the process of applying for long term disability benefits beyond the seventy-fifth (75th) day, the Employer will continue pay based on the LTD maximum up to a

maximum of eight (8) weeks or until approval/rejection of the claim, whichever occurs first. Employees must sign a repayment agreement in consideration of this continuation of pay.

The Employer agrees to provide the Union with a copy of application form relating to Employees who are seeking long term disability benefits upon providing written consent of Employee.

3. WORKPLACE SAFETY AND INSURANCE BOARD

- a) In the event an injury is covered by payments from the Workplace Safety and Insurance Board, an Employee shall continue to receive regular pay during the first seventy-five (75) working days. Thereafter, the Employer shall maintain payments in the amount of the compensation coverage for a period not to exceed twenty-four (24) months and, in consideration of this continuation of pay, the Employee shall sign over all Workplace Safety and Insurance Board payments to the Employer.
- b) In the event that the Employee is offered modified work consistent with medical limitations which are established after consultation with the Employee's Physician and which are approved by Workplace Safety & Insurance Board (WS&IB) and the Employee declines such work, direct payment from the Employer will be discontinued.
- c) The Employer shall provide the Union with a copy of the Employer's report of injury or disease (Form 7) when submitting same to the Workplace Safety and Insurance Board (WS&IB) in order to give the Union an opportunity to discuss with the Employer any errors or omissions which may exist upon written consent of Employee.

4. GENERAL CONDITIONS OF LONG TERM COVERAGE

- a) After the seventy-fifth (75th) day any vacation or Recognized Holiday shall be paid and prorated only on the basis of time worked.
 - b) The Employer shall continue to pay for a period of time not to exceed twenty-four (24) months from the first day of sickness or injury the premiums for benefits in Articles 19 and 20 of this Agreement.
 - c) For a period of time not to exceed thirty-six (36) months from the first day of sickness or injury the Employee shall be eligible to return to the same position classification if capable of performing the required work. If unable to perform the required work, the Employee shall be given all reasonable consideration for any available job for which the Employee is able and qualified to perform.
 - d) In the event the Employee is unable to return to work at the end of thirty-six (36) months, the Employee shall lose seniority and be removed from the payroll. Benefits as per Article 18.4 (b).
 - e) In consideration of the foregoing, the Union or its members shall make no claim against any rebate of the Employer's share of any savings in Employment Insurance.
5. The Employer and the Union are committed to the safe integration of injured or ill Employees into the workplace at the earliest opportunity. Every effort will be made to modify the Employee's regular position where possible or to provide modified work suitable to medical limitations and capabilities. The parties will jointly endeavor to work with all concerned to promote rehabilitation goals. Both parties will ensure that representatives from the Employer and the Union are available to meet with and assist in the injured worker's return to work. This includes modified duties and graduated return to work schedules.

ARTICLE 19 - HEALTH BENEFITS

The Employer agrees to pay 100% of the premium costs for Regular Employees and their eligible dependents in keeping with the terms and conditions of the current policies. The Union will be provided copies of the plans and Employees will receive booklets. The benefit plans as negotiated shall not be changed by the Employer during term of the new Collective Agreement, until the Union is provided with thirty (30) days notice.

HEALTH CARE

1. Employer Health Tax
2. Liberty Health Extended Health Care 25/50 Plan or equivalent coverage with a cap of **\$10.00** paid on any pharmacist's dispensing fee. Any fee in excess of this **\$10.00** maximum will be paid by the Employee.
3. Semi-Private/Private Hospitalization Coverage
4. Liberty Health or equivalent Paramed benefits
5. Vision Care -
\$285.00 per family member every twenty-four (24) months effective April 1, 2003 with rider can be applied to laser eye surgery.
\$290.00 per family member every twenty-four (24) months effective April 1, 2005 with rider can be applied to laser eye surgery.
6. Hearing aids - \$525.00 every sixty (60) months effective April 1, 2003.
7. Coverage to be provided to include eligible dependents up to age 25 providing dependent is enrolled in post secondary education such as college or university programs.
8. Physiotherapy – A maximum of **\$500** per eligible person per calendar year.

9. Formulary coverage to be restricted to prescription drugs only. Over the counter drugs will no longer be eligible for coverage.

DENTAL CARE

1. Liberty Health Dental Plan Number 9:

2003 O.D.A. Fee Schedule effective January 1, 2003;
2004 O.D.A. Fee Schedule effective January 1, 2004;
2005 O.D.A. Fee Schedule effective January 1, 2005;
2006 O.D.A. Fee schedule effective January 1, 2006.

Basic dental maximum per year per dependent :

effective April 1, 2003, \$1,500;
effective April 1, 2004, \$1,550,
effective April 1, 2005, \$1,600.

2. Orthodontics to a lifetime maximum of \$2,500 for dependents up to age 25 on a 50/50 co-insurance basis effective April 1, 2003.
3. Dentures, Caps and crowns are combined with a maximum of \$1,500 effective April 1, 2003 per person per calendar year on a 50-50 co-insurance basis.
4. Liberty Health Space Maintainers.
5. Coverage to be provided to include eligible dependents up to age 25 providing dependent is enrolled in post secondary education such as college or university programs.

INSURANCE

1. Long Term Disability Plan 70% of regular wages effective April 1, 2003
2. Life Insurance coverage (1.5 times basic earnings)
3. Accidental Death and Dismemberment Insurance Coverage providing a death benefit reflecting the existing basic life coverage insurance benefit.

4. Optional Insurance is available at the Employees expense subject to the conditions provided by the Carrier. See Plan booklet for details.

OTHER

1. Medical letters, notes required by the Employer shall be paid for by the Employer.
2. In the event of death of an active Employee, the surviving spouse and dependants shall continue to receive full medical and hospital services coverage at the Employer's expense for a period of one (1) year.

ARTICLE 20 - RETIREMENT

1. The effective normal retirement date is the last day of the month of the Employee's sixty-fifth (65th) birthday.
2. The Employer and the Employees shall comply with the premium costs of the OMERS Type II Future Average Earnings Basic Plan on an equal sharing basis.
3. Employees hired on or after April 1, 2000 will receive:
 - \$10,000 paid up life insurance policy with 10 years or more of service
 - \$5,000 paid up life insurance policy with less than 10 years of service

ARTICLE 21 - SHIFT BONUS

1. The Employer shall pay a shift bonus of eighty-two cents (\$0.82) per hour worked effective April 1, 2003, eighty-six cents (\$0.86) effective April 1, 2004 and ninety cents (\$0.90) effective April 1, 2005, for any

part of or all of a shift that begins after 1200 hours, and ninety-three cents (\$0.93) per hour worked effective April 1, 2003, ninety-seven cents (\$0.97) effective April 1, 2004 and one dollar and one cent (\$1.01) effective April 1, 2005, for any part of or all of a shift that begins at or about 0000 hours and ends in the morning.

2. No shift bonus shall be paid for any hours to which an overtime premium applies.
3. Management will consult with the Union in the event of instituting any new shift and notice shall be given fifteen (15) calendar days in advance.

ARTICLE 22 - BULLETIN BOARDS

Bulletin Boards shall be provided for the use of the Union.

ARTICLE 23 - WEATHER CONDITIONS

During inclement weather inside work shall be carried on as designated by Supervisors at regular rates of pay. The decision as to what constitutes inclement weather shall be made by the Department Supervisor or his designate.

In an emergency, when it is necessary for Employees for whom the weather has been declared inclement to work, the Employer shall supply suitable rainwear.

ARTICLE 24 - TOOLS AND EQUIPMENT

1. PERSONAL TOOLS

The Employer will provide an initial supply of appropriate personal tools. An Employee shall return worn out or broken articles in order to receive replacement. An Employee shall be allowed up to a maximum of

\$225 per year for lost personal tools. The Employee who exceeds this amount will be allowed to purchase the tools needed from the Employer at unit cost. These tools shall remain the property of the Employer and shall be returned to Stores when the Employee leaves.

2. TRUCK TOOLS

The Employer shall supply all truck tools and equipment necessary to carry out the work. Employees shall return all worn out or broken articles in order to receive replacement. Replacement of lost tools shall be approved by the Supervisor. All tools shall remain the property of the Employer and shall be returned to Stores when the Employee leaves.

3. RUBBERGLOVES

The Employer shall supply regulation rubber gloves and covers to all Employees required by the Employer to wear them. The rubber gloves shall be tested by approved methods at least every sixty (60) days or sooner if an Employee has reason to believe that his gloves may have become defective.

4. PRESCRIPTION GLASSES

The Employer shall supply two (2) pairs of prescription safety glasses at the beginning of each calendar year. Replacement cost thereafter shall be the responsibility of the Employee.

ARTICLE 25 - OVERALLS, UNIFORMS AND SAFETY FOOTWEAR

1. Each Outside hourly Employee shall be provided with appropriate standard attire consisting of:

Effective January 1, 2004 two (2) smocks
- one lined and one unlined
and two (2) overalls

Effective December 1, 2004 two (2) overalls

Effective December 1, 2005 two (2) smocks
- one lined and one unlined
and two (2) overalls

Employees to have option of substituting two (2) unlined overalls/coveralls or two smocks (one lined and one unlined) for one (1) lined overall/coverall or one (1) parka.

Above clothing will be replaced on an as needed basis, upon return of worn out items and at the Manager's discretion.

2. The Employer shall provide seven (7) shirts, five (5) pants, one (1) heavy and one (1) light jacket on a bi-annual basis for Meter Readers, General Service Persons and Meter Mechanics.
3. (a) Each Regular Employee in Schedule "A" who is required by the Employer to wear safety footwear shall be paid a lump sum in each calendar year towards the cost of such footwear in the amount of \$160 effective April 1, 2003 (\$165 effective April 1, 2004; \$170 effective April 1, 2005) as designated by the Joint Health and Safety Committee.
- (b) System Control Operators and Employees in Schedule "B" required by the Employer to wear safety footwear shall be paid a lump sum in the amount of \$85 effective April 1, 2003 (\$90 effective April 1, 2004; \$90 effective April 1, 2005) as designated by the Joint Health and Safety Committee.
- (c) The lump sum will be paid in January.

ARTICLE 26 - SAFETY

1. The Employer and Union acknowledge their joint and separate roles and responsibilities under the Occupational Health & Safety Act. These include the identification of safety hazards, workplace inspections and the investigations of accidents by worker and management Certified Health and Safety Representatives (or alternate if the Certified member is unavailable). One member from each Committee must be certified as per regulation.
2. The Employer shall issue to each Employee covered by this Agreement, a copy of the Rule Book prepared especially for Hydro Employees by the Electrical Utility Safety Association. The Employer and the Union will cooperate to ensure that in all operations the rules and procedures therein set forth are adhered to.
3. First Aid Kits shall be supplied by the Employer and made easily available to all Employees.
4. Safety sessions shall be held once a month.
5. Employees shall report immediately all injuries, however minor, which are incurred while at work.
6. Any revisions or recommendations on the quality of safety clothing will be forwarded to the Joint Health and Safety Committee. When necessary, prescribed safety clothing will be worn.

ARTICLE 27 - CLASSIFICATIONS AND WAGES

1. The attached Schedule "A" and Schedule "B" covering job classifications and wage rates shall be part of this Agreement.

2. All wages will be paid by 12:00 noon on each **Thursday**, except where a Recognized Holiday occurs during the week, in which case special arrangements will be made.
3. Position descriptions per Schedule " A and Schedule "B" shall comply with Pay Equity definitions and be made available upon request. Employees may be required to perform other related duties as assigned.
4. The pay rates and classifications of Employees covered by this Agreement shall be those in Schedule " A and Schedule "B" attached hereto and forming part of this Agreement for payroll purposes only, and is not to be interpreted as a guarantee that any particular job in any classification is a continuing requirement.

Employees shall normally advance from minimum to maximum salary in accordance with the time periods set out in Schedule " A and "B".

5. In the event an Employee does not make satisfactory progress during a normal time period however, that time period shall be extended for a period up to three additional months during which period the Employee's progress shall be reviewed. If the Employee makes satisfactory progress during review, the advance withheld shall be granted at the end of the extended period and, in the event of continued satisfactory progress, the normal advance from minimum to maximum salary shall resume. The Employee whose normal advance is withheld shall be given a written explanation.
6. In the event the Employer ceases operations and lays off Employees, such laid off Employee shall receive one and one half (1.5) weeks of severance pay for each year of service to a maximum of thirty (30) years. During this severance period Health Care and Dental Care benefits shall continue.

ARTICLE 28 - COMMITTEES

1. The Employer agrees to the setting up of a Safety Committee composed of Employer and Union Representatives, whose responsibility will be the drafting of working rules and regulations which will be revised from time to time if changes are necessary. These rules and regulations are to be strictly adhered to by both parties. The Employer shall supply to its Employees a copy of these regulations. Outside Safety Committee comprised of six (6) Union representatives, Inside Safety Committee comprised of four (4) Union representatives of which one (1) Certified Representative for each Committee.
2. The parties agree to the establishment of a Labour Management Committee comprised of four (4) members of the Union and four (4) representatives of the Employer. The Committee shall meet not more than every two (2) months to discuss items of mutual interest, except grievances. Such time in attendance shall be considered as time worked, exclusive of premiums.
3. The Employer agrees to recognize a Union Negotiating Committee consisting of a maximum of five (5) Regular Employees and/or the Union Business Manager or designates, and/or an International Representative. The members of the Union Negotiating Committee shall not suffer any loss of pay up to but not including Conciliation.

ARTICLE 29 - TEMPORARY TRANSFERS

1. An Employee temporarily transferred from one job classification to another for a period of eight (8) hours or more in the case of an hourly classification or seven (7) hours or more in the case of a weekly classification shall be paid the rate for the classification to which transfer has been made, but in no case shall the rate

be less than his existing rate at the time of the temporary transfer.

2. Management agrees to post for a temporary vacancy if the job is to be vacant for two (2) months or longer. Senior qualified applicant will be awarded the job as per Article 8.3.
3. The parties agree to compensate Schedule "A" Employees serving in the capacity of Acting Supervisor at the rate of 13% (per hour) or \$100 per week, whichever is the greater over and above the incumbent's hourly base rate.
4. The parties agree to compensate Schedule "B", Weekly-Salaried Employees serving in the capacity of Acting Supervisor at the rate of 10% calculated on an hourly rate basis.

ARTICLE 30 - DISCIPLINE

1. Regular Employees must have a Union Steward present in the event of disciplinary action including verbal reprimands where these will become part of Employee's disciplinary record.
2. Discipline shall be issued to an Employee within twenty (20) working days of the incident coming to the attention of Management, or the time it ought reasonably to have come to Management's attention.
3. All letters of discipline shall be provided to the Unit Chairperson and copied to the area Business Representative.
4. The Union with the consent of the Employee shall have access to the Employee's personnel file providing twenty-four (24) hours notice is given.

5. All letters of reprimand or suspension including verbal that are documented shall be **automatically** removed from the Employee's personnel file whether paper or electronic **thirty** (30) months following the date of the incident provided no further incident of a similar nature involving suspension occurs within that time period. **A** copy of the removal letter shall be forwarded to the Unit Chairperson.
6. All members of Local 636, IBEW shall have access to their own personnel file. Permission to be arranged through their immediate Supervisor providing twenty-four **(24)** hours notice is given.
7. An Employee may request copies of any material contained in **her/his** personnel record.

ARTICLE 31 - DURATION OF AGREEMENT

1. This Agreement shall take effect April 1, 2003, and remain in effect and **full** force until March 31, 2006.
2. During the discussions or negotiations upon any proposed renewal or revision of the Agreement, the Agreement in the form in which it may be at the commencement of such negotiations shall remain in **full** force and effect until completion of negotiations as provided for in the Ontario Labour Relations Act.
3. Ten (10) signed, sealed Collective Agreements will be provided to the Union within thirty (30) days of ratification by both parties. **A** printed version will be distributed within forty-five (45) days to those covered by the Collective Agreement. Printed version of Collective Agreement in booklet form (50/50 split between Union and Employer)

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 20th day of May, 2003.

**ENERSOURCE CORPORATION
& ENERSOURCE HYDRO
MISSISSAUGA**

**LOCAL UNION 636 OF
THE INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS,
AFL, CIO, C.L.C.**

Alex Taylor
Chairman

Harold Vance
Business Representative

Gunars Ceksters
President & CEO

Rob Mogus
Unit Chairperson

Mike Angemeer
Executive Vice President & COO

Judy Pollard
Unit Vice Chairperson

Roland Herman
Executive Vice President & CFO

Clarence Wells
Negotiating Committee
Member

Jo Ann Morello
Vice President, Human Resources

Ramesh Seecharan
Negotiating Committee
Member

Frank Nosan
Negotiating Committee
Member

(Original documents signed by all of the above)

SCHEDULE " A

JOB CLASSIFICATIONS AND RATES OF PAY

	Effective April 1/2003	Effective April 1/2004	Effective April 1/2005
System Control Operator	30.82	31.74	32.70
Substation Technician	30.82	31.74	32.70
Apprentice 4th Year	29.11	29.98	30.88
Apprentice 3rd Year	26.10	26.88	27.69
Apprentice 2nd Year	23.02	23.71	24.42
Apprentice 1st Year	19.98	20.58	21.20
Journeyman Lineman/Cableman	29.85	30.75	31.67
Apprentice 4th Year	28.19	29.04	29.91
Apprentice 3rd Year	25.28	26.04	26.82
Apprentice 2nd Year	22.29	22.96	23.65
Apprentice 1st Year	19.35	19.93	20.53
MV 90 Technician	29.41	30.29	31.20
Meter Technician	29.23	30.11	31.01
Apprentice 4th Year	27.61	28.44	29.29
Apprentice 3rd Year	24.76	25.50	26.27
Apprentice 2nd Year	21.84	22.50	23.18
Apprentice 1st Year	18.95	19.52	20.11
Vehicle MechanicAF	29.23	30.11	31.01
Vehicle MechanicA Licensed	27.61	28.44	29.29
Vehicle MechanicB Licensed	23.79	24.51	25.25
Vehicle Maintenance Person	21.05	21.68	22.33
Forester	27.61	28.44	29.29
Apprentice 3rd Year	24.76	25.50	26.27
Apprentice 2nd Year	21.84	22.50	23.18
Apprentice 1st Year	18.95	19.52	20 11
Cable Locator			
after 36 months from start	27.61	28.44	29.29
after 18 months from start	24.76	25.50	26.27
after 6 months from start	21.84	22.49	23.17
starting rate	18.95	19.52	20 11

	Effective April 1/2003	Effective April 1/2004	Effective April 1/2005
Serviceman A	27.15	27.97	28.81
Serviceman B	26.34	27.13	27.94
Driver Operator	24.71	25.45	26.21
Backhoe Operator	24.45	25.18	25.94
Equipment Maintainer/ Storekeeper	24.16	24.88	25.63
Storekeeper A	24.16	24.88	25.63
Storekeeper B	23.42	24.12	24.84
Storekeeper C	18.54	19.10	19.67
Maintenance Caretaker	22.48	23.16	23.85
Maintenance Helper	18.94	19.51	20.09
Equipment Operator	21.69	22.34	23.01
Streetlighting Maintenance	21.44	22.50	23.18
Substation Maintenance Person	21.05	21.68	22.33
Construction Labourer	21.05	21.68	22.33
Labourer	18.94	19.51	20.09
Casual Labourer	17.26	17.78	18.31
Street Light Patrol	17.26	17.78	18.31
Caretaker	12.08	12.44	12.81
Student	17.92	18.46	19.02
	14.99	15.44	15.90
	12.08	12.44	12.81

LEADMAN RATES

A Leadman appointed by the Employer shall be paid seven and one-half (7.5%) percent more than his regular rate of pay, When a Leadman is in charge of a crew of three or more Employees he shall receive eight and one-half (8.5%) percent more than his regular rate of pay. A Leadman rate shall apply only to Basic Hourly Rates, not to overtime rates, and for a Regular Leadman the rate shall apply to Annual Vacation, Recognized Holidays, and Sick Leave.

SCHE DULE "B"

WEEKLY RATES OF PAY EFFECTIVE APRIL 1, 2003

WAGE GROUP	CUSTOMER SERVICES						
8	**ENGR. TECHNICIAN 1 CUSTOMER SERVICES #76, 96 **ENGR. TECHNICIAN 1 #74, 96	OPERATIONS	ADMINISTRATION	STEP ONE	STEP TWO*	STEP THREE.	STEP FOUR†
		**ENGR. TECHNICIAN 1 #5, 7, 10, 27, 52, 55	(40 hour work week) GROUP LEADER FINANCE #49 (35 hour work week)	\$1,098.52 \$961.20 (27.46)	\$1,153.45 \$1,009.27 (28.84)	\$1,208.41 \$1,057.36 (30.21)	\$1,263.35 \$1,105.43 (31.58)
7	**ENGR. TECHNICIAN 2 #96	**ENGR. TECHNICIAN 2 **CAD TECHNICIAN #99	(40 hour work week) GROUP LEADER CAPITAL #38	\$1,011.37 \$884.95 \$884.95	\$1,061.88 \$929.15 (\$26.55)	\$1,112.46 \$973.40 (\$27.81)	\$1,163.03 \$1,017.65 (\$29.08)
			SR. COMPUTER OPERATOR #13 COST ANALYST #29 COST ANALYST #29	\$806.69 \$806.69 (23.05) (23.05)	\$846.98 (\$24.20)	\$887.34 (\$25.35)	\$927.70 (\$26.51)
6	BACK BILLING CO-ORDINATOR #67 BILL PRODUCTION CO-ORO. #65	BUYER #14 MAPPING ANALYST					
5	COMMERCIAL ACCOUNTS REP. #26	**OUTAGE CO-ORDINATOR #72	(40 hour work week) BUDGET & ANALYSIS CLERK #8	\$853.62 \$746.92	\$894.09 \$819.01 (\$23.40)	\$936.00 \$855.28 (\$24.44)	\$977.46 \$855.28 (\$24.44)
	CUSTOMER SERVICE REP. #3, #4, #98	PROJECT CO-ORDINATOR #58	COSTING SUPPORT #31				
	NEW SERVICE REP. #62		BILLING CONTROL CLERK #63	(\$21.34)			

SCHEDULE "B" (continued)
WEEKLY RATES OF PAY EFFECTIVE APRIL 1, 2003

NAGE ROUP	CUSTOMER SERVICES	OPERATIONS	ADMINISTRATION	STEP ONE	STEP TWO*	STEP THREE†	STEP FOUR†
4	SETTLEMENT CO-ORDINATOR EBT PROCESSOR		TELECOM CO-ORDINATOR #75	\$669.96 (\$19.14)	\$701.67 (\$20.05)	\$733.46 (\$20.96)	\$766.44 (\$21.90)
3	CUSTOMER ACCOUNTS REP #70	CONSTRUCTION CLERK #93 STAKEOUTS CO-ORDINATOR #94 STREETLIGHT CO-ORDINATOR #1 DISTRIBUTION CO-ORDINATOR #78 FLEET CO-ORDINATOR #89 METERING CLERK #87	ACCOUNTS PAYABLE CLERK #39 OFFICE SERVICES CO-ORO #11 PAYROLL CLERK - TIME SHEET #43	\$612.30 (\$17.49)	\$641.10 (\$18.32)	\$669.96 (\$19.14)	\$698.83 (\$19.97)
2	CUSTOMER ACCOUNT REP #66, #85 CASHIER #41		OFFICE SERVICE CLERK #101	\$584.39 (\$16.70)	\$610.43 (\$17.44)	\$636.43 (\$18.18)	\$662.90 (\$18.94)

** 40 HOUR WORK WEEK * STEP TWO - AFTER 6 MONTHS • STEP THREE - AFTER 18 MONTHS † STEP FOUR - AFTER 30 MONTHS

SCHEDULE "B"
WEEKLY RATES OF PAY EFFECTIVE APRIL 1, 2004

WAGE GROUP	CUSTOMER SERVICES	OPERATIONS	ADMINISTRATION	STEP ONE	STEP TWO*	STEP THREE*	STEP FOUR†
8	**ENGR. TECHNICIAN 1 #74, 96	**ENGR. TECHNICIAN 1 #5, 7, 10, 27, 52, 55	(40 hour work week) GROUP LEADER FINANCE #49 (35 hour work week)	\$1,131.47	\$1,188.05	1,244.66	\$1,301.25
				\$990.04 (\$28.29)	\$1,039.55 (\$29.70)	\$1,089.08 \$1,089.08 (\$31.12)	\$1,138.60 \$1,138.60 (\$32.53)
7	**ENGR. TECHNICIAN 2 #96	**ENGR. TECHNICIAN 2 **CAD TECHNICIAN #99	(40 hour work week) GROUP LEADER - CAPITAL #38	\$1,041.71	\$1,093.74	\$1,145.83	\$1,197.92
				\$911.50 (\$26.04)	\$957.02 (\$27.34)	\$1,145.83 \$1,002.60 (\$28.65)	\$1,197.92 \$1,048.18 (\$29.95)
6	BACK BILLING CO-ORDINATOR #67 BILL PRODUCTION CO-ORD. #65	BUYER #14 MAPPING ANALYST	SR. COMPUTER OPERATOR #13 COST ANALYST #29	\$830.89	\$872.39	\$913.96	\$955.53
				(\$23.74)	(\$24.93)	\$913.96 (\$26.11)	\$955.53 (\$27.30)
5	COMMERCIAL ACCOUNTS REP. #26 CUSTOMER SERVICE REP. #3, #4, #98 NEW SERVICE REP. #62	**OUTAGE CO-ORDINATOR #72 PROJECT CO-ORDINATOR #58	(40 hour work week) BUDGET & ANALYSIS CLERK #8 COSTING SUPPORT #31 BILLING CONTROL CLERK #63	\$879.20	\$920.80	\$964.00	\$1,006.80
			\$769.33	\$805.79	\$964.00 \$843.58	\$1,006.80 \$880.94	
			(\$21.98)	(\$23.02)	(\$24.10)	(\$25.17)	

SCHEDULE "B" (continued)
WEEKLY RATES OF PAY EFFECTIVE APRIL 1, 2004

WAGE GROUP	CUSTOMER SERVICES	OPERATIONS	ADMINISTRATION	STEP ONE	STEP TWO	STEP THREE*	STEP FOUR†
4	SETTLEMENT CO-ORDINATOR EBT PROCESSOR		TELECOM CO-ORDINATOR Y75	\$690.06 (\$19.72)	\$722.72 (\$20.65)	\$755.46	\$789.43
				\$690.66	\$660.94	(\$21.58)	(\$22.56)
3	CUSTOMER ACCOUNTS REP #70	CONSTRUCTION CLERK #93 STAKEOUTS CO-ORDINATOR #94 STREETLIGHT CO-ORDINATOR #1 DISTRIBUTION CO-ORDINATOR #78 FLEET CO-ORDINATOR #89 METERING CLERK #87	ACCOUNTS PAYABLE CLERK #39 OFFICE SERVICES CO-ORD #11 PAYROLL CLERK - TIME SHEET #43	\$630.66 (\$18.02)	\$660.34 (\$18.87)	\$690.06 (\$19.72)	\$719.80 (\$20.57)
2	CUSTOMER ACCOUNT CUSTOMER ACCOUNT REP #88, #89 CASHIER #92, #85 CASHIER #41		OFFICE SERVICE CLERK #101	\$601.92 (\$17.20)	\$628.74 (\$17.96)	\$655.53 (\$18.73)	\$682.79 (\$19.51)

* 40 HOUR WORK WEEK *STEP TWO- AFTER 6 MONTHS • STEP THREE - AFTER 18 MONTHS † STEP FOUR - AFTER 30 MONTHS

WAGE GROUP	CUSTOMER SERVICES	OPERATIONS	ADMINISTRATION	STEP ONE	STEP TWO*	STEP THREE'	STEP FOUR†
8	**ENGR. TECHNICIAN 1 #74, 96	**ENGR. TECHNICIAN 1	(40 hour work week) GROUP LEADER FINANCE #49	\$1,165.42	\$1,223.69	\$1,282.00	\$1,340.29
			(35 hour work week)	\$1,019.74 (\$29.14)	\$1,070.73 (\$30.59)	\$1,121.75 (\$32.05)	\$1,172.75 (\$33.51)
7	**ENGR. TECHNICIAN 2 #96	**ENGR. TECHNICIAN 2 **CAD TECHNICIAN #99	(40 hour work week) GROUP LEADER - CAPITAL #38	\$1,072.97	\$1,126.55	\$1,180.21	\$1,233.86
				\$938.84 (\$26.82)	\$985.73 (\$28.16)	\$1,032.68 (\$29.51)	\$1,079.63 (\$30.85)
6	BACK BILLING CO-ORDINATOR #67	BUYER #14	SR. COMPUTER OPERATOR #13	\$855.81	\$898.56	\$941.38	\$984.20
	BILL PRODUCTION CO-ORD. #65	MAPPING ANALYST	COST ANALYST #29	(\$24.45)	(\$25.67)	(\$26.90)	(\$28.12)
5	COMMERCIAL ACCOUNTS REP. #26	**OUTAGE CO-ORDINATOR #72	(40 hour work week)	\$905.60	\$948.40		
	CUSTOMER SERVICE REP #3, #4, #98	PROJECT CO-ORDINATOR #58	BUDGET & ANALYSIS CLERK #8	\$792.41	\$829.97	\$868.89	\$907.37
	NEW SERVICE REP. #62		COSTING SUPPORT #31 BILLING CONTROL CLERK #63	(\$22.64)	(\$23.71)	(\$24.83)	(\$25.92)

SCHEDULE "B" (continued)
WEEKLY RATES OF PAY EFFECTIVE APRIL 1, 2005

WAGE GROUP	CUSTOMER SERVICES	OPERATIONS	ADMINISTRATION	STEP ONE	STEP TWO*	STEP THREE†	STEP FOUR‡
A	SETTLEMENT CO-ORDINATOR EBT PROCESSOR		TELECOM CO-ORDINATOR #75	\$710.76 (\$20.31)	\$744.40 (\$21.27)	\$778.12 (\$22.23)	\$813.12 (\$23.23)
3	CUSTOMER ACCOUNTS REP #20	CONSTRUCTION CLERK #93 STAKEOUTS CO-ORDINATOR #94 STREETLIGHT CO-ORDINATOR #1 DISTRIBUTION CO-ORDINATOR #78 FLEET CO-ORDINATOR #89 METERING CLERK #87	ACCOUNTS PAYABLE CLERK #39 OFFICE SERVICES CO-ORO #11 PAYROLL CLERK - TIME SHEET #43	\$649.58 (\$18.56)	\$680.15 (\$19.43)	\$710.76 (\$20.31)	\$741.39 (\$21.18)
2	CUSTOMER ACCOUNT REP #66, #85 CASHIER #41		OFFICE SERVICE CLERK #101	\$619.98 (\$17.71)	\$647.60 (\$18.50)	\$675.19 (\$19.29)	\$703.27 (\$20.09)

'40 HOUR WORK WEEK * STEP TWO - AFTER 6 MONTHS • STEP THREE - AFTER 18 MONTHS † STEP FOUR - AFTER 30 MONTHS

COLA

The COLA provision shall be revised effective April 1, 2005 based on Metro CPI for April 2005 on the basis of 1% for 1%. The COLA will trigger at or above 4% paid in the month following the month it triggers operating on a quarterly basis.

LETTER OF UNDERSTANDING- 1
4 X 10 HOURS SHIFT ARRANGEMENT
(SCHEDULE " A)

All department excluding Trouble Truck, System Control, Fleet, Facilities and Servicemen covered under Schedule " A will have the option, on a voluntary basis, to elect to work 4 - 10 hour arrangement under the following terms and conditions:

1. Work Week (Monday to Friday only)

Week 1	Monday to Thursday	4 consecutive days off
Week 2	Tuesday to Friday	2 consecutive days off
Week 3	Monday to Thursday	4 consecutive days off
Week 4	Tuesday to Friday	2 consecutive days off

or

Week 1	Monday to Thursday
Week 2	Monday to Thursday

or

Week 1	Tuesday to Friday
Week 2	Tuesday to Friday

Above patterns to be determined by inter-departmental work requirements to maintain work coverage essential to the Company. For example overlapping arrangement between overhead construction and overhead maintenance units.

In some departments there may be both the standard work week and 4 - 10 arrangement existing. However, Management reserves the right to assign job placement and crew composition in order to accommodate the mixed scheduling arrangements.

In the event that an Employee requests to revert to a 5 day work week, Management will assign job placement with two (2) weeks. The Employee may exercise this right once per the five (5) month period.

2. Work Day **6:45** a.m. to **5:15** p.m. (**10.5**hour day)
 - Shop to Shop
 - 2 coffee breaks per day
 - Lunch on the job site (30 minutes unpaid lunch)
3. Statutory Holidays shall be paid for as a regular day and will be ten (10) hours pay.
4. Sick leave will be deducted as **10** hours for one day missed.
5. Vacation time will be deducted as **10** hours per vacation day taken.
6. Overtime will be applicable for hours worked outside of ten and one half (10.5) hour work day.
7. The A & B team will continue as normal. Standby commences at **5:15** p.m. on weekdays.
B Team **on** call Thursday **5:10** p.m. to Monday **6:45** a.m.
8. Crews working the **4 x 10's** will NOT take away any calls from the A or B team.
9. Contractors will not perform ANY work on a job being done by Hydro Mississauga personnel on scheduled day off.
10. The period will run from the first Monday in May and end on the last Friday in September reverting to hours as currently established in the Collective Agreement.
11. Employees who do not work the **4 x 10** work day shall follow the hours as per the Collective Agreement.
12. This agreement shall be for the term of the Collective Agreement. Any amendment to it shall be by mutual agreement. Either party may bring this agreement to an end, effective October 1, 1998 upon providing thirty (30) days notice in writing.

LETTER OF UNDERSTANDING- 2

JOINT JOB EVALUATION COMMITTEE

The parties agree to the establishment of a Joint Job Evaluation Committee comprised of two (2) members of the Union and two (2) Employer representatives. The Committee shall meet on an annual basis, normally in June of each year.

Where the Committee agrees that a significant change in job duties has occurred, the parties will attempt to agree upon a new rate. Failing agreement, the matter may be referred to Arbitration.

LETTER OF UNDERSTANDING- 3

FLEX TIME

It is the Employer's current intention to continue the FLEX POLICY. In the event it is to be modified, a six (6) week notice will be given to any individual Employee, or three (3) month notice in writing to the Union in the event of cancellation.

LETTER OF UNDERSTANDING- 4

STANDBY DUTY

The following are the general guidelines to be followed by Standby Personnel (A, B and C teams)

1. IT IS YOUR RESPONSIBILITY TO KNOW WHEN YOU ARE ON CALL ENSURING THE SAFETY OF THE CREWS AND PUBLIC IS OF UTMOST IMPORTANCE. THE ON-CALL SUPERVISOR IS ULTIMATELY RESPONSIBLE FOR THE SAFETY OF THE CREWS AND THE PUBLIC AND MUST EXERCISE HIS DISCRETION AT ALL TIMES.
2. Ensure you have your pager when you are on call and make sure that the Control Room and the on call Supervisor has your number.
3. There will be a short meeting each Friday morning between the on call teams and the on call Supervisor to exchange information. At this time, the Employee will ensure all information on the on-call board in the Control Room is correct (i.e. pager #, truck #, phone #, preferred method of contact etc.) Should the employee be unable to attend the morning meeting, he must contact the on call Supervisor prior to the commencement of his on call.
4. Employee is to report any abnormal circumstances / conditions (i.e. mechanical, undue delays etc.) to the on call Supervisor and / or Control Room.
5. Trading of on call is permissible providing the on call Supervisor is notified three (3) days in advance, notwithstanding any unforeseen circumstances. In any case, the on call Supervisor must be made aware of any changes to coverage. Leadhands should be replaced with Leadhands wherever possible although it is acknowledged that there may be occasions when Employees who regularly relieve Leadhands may be required to fulfill standby requirements.

6. Each individual is responsible for providing their own personal tools and protective wear (i.e. rubber gloves, hardhat, glasses, rainwear etc.) NOTE: Tools are removed from the trouble trucks on a nightly basis.
7. Clear your calls as they are completed.
8. In the event that an Employee is approaching 16 hours worked, it is his responsibility to **notify** the on call Supervisor.
9. It is the responsibility of the DRIVER of any hydro vehicle to do the CVOR on the vehicle he is driving and place the information in the place provided for such reports. IT IS THE LAW.

Carry your own PPE with you in the event you are required to report to the job site.

Get yourself ready to attend the emergency when you arrive at the service center.

Prepare your truck while waiting for your partner to arrive. DON'T WAIT UNTIL HE ARRIVES AND THEN GET READY.

RADIO THE CONTROL ROOM FROM YOUR TRUCK TO OBTAIN INSTRUCTIONS.

If "A and "B" teams are called, the first two (2) people to arrive should go to the problem area.

ON CALI GUIDELINES FOR A, B AND C TEAMS

- "A" team to be called first during non-business hours
- In the event a feeder stays locked out after one minute, "A" team to be called in to assist trouble truck. In the event there is no trouble truck or truck is busy, then "B" team may be called in to assist "A" team with outage.

- Operator is required to notify on call supervisor of any significant outages.
- Condition guarantees are assigned to the "B" team weekends. Monday night to Friday morning the condition guarantees are assigned to the "A" team according to the standby schedule.
- Condition guarantees requiring "A", "B" or "C" teams may be distributed differently pending time conflicts (i.e. overlapping times)
- A third man required for a C.G. may be called upon from the "C" team (L/H first) if one is scheduled for the weekend. If no "C" team is scheduled, then the next available person from the emergency callout list shall be utilized.

This Agreement shall be for the term of the Collective Agreement. Any amendment to it shall be by mutual agreement between the Union and Management.

Dated this 30th day of January, 2000. Revised and resigned on March 26, 2003.

FOR THE UNION

Harold Vance

Rob Mogus

Judy Pollard

FOR THE EMPLOYER

Mike Angemeer

Jo Ann Morello

Ray Rauber

(Original document signed by all of the above)

LETTER OF UNDERSTANDING- 5

WORK SITES REPORTING OUTSIDE OF CITY OF MISSISSAUGA WHERE EMPLOYEES MUST REMAIN OVERNIGHT AT THE WORK SITE

1. Enersource Corporation will undertake contractual work from time to time in locations outside of the City of Mississauga utilizing resources from the trades pool.
2. This letter amends Article 10 1(b) permitting the change necessary to workplace reporting from 3240 Mavis road as referenced in this article and applies to those projects where Employees must remain overnight at the work site.
3. The following terms and conditions will apply to those Employees who voluntarily agree to work at contractual work sites outside of the City of Mississauga.
4. Crews will depart from 3240 Mavis Road, Mississauga at the start of the assignment and drive to the designated location using company vehicles. Thereafter Employees will report to the work site at the designated start time which will be no earlier than 6:30 a.m.
5. The working day will be flexible in duration as agreeable to the Employee work unit before the job starts. At no time hours will exceed 16 hours in any one day.
6. Overtime will be payable once 10 hours per day and/or 40 hours per week have been worked.
7. At the end of the working day, crew will utilize pickups provided and leave bucket trucks and other designated equipment in secure compounds as directed by Management.
8. Return travel to 3240 Mavis Road, Mississauga shall either occur within the established working hours or will be treated as overtime if 40 hours have been worked on the weekly cycle.

9. When it is necessary that Employees remain at the work site and it has been agreed that the Employee will be staying elsewhere within commuting range of the site, a cash allowance of \$120 per day per person will be paid to cover food and accommodation costs. Enersource VISA usage is not permitted. The winter meal allowance will not apply when the lunch meal is otherwise covered under the cash allowance. In the event that accommodation selected by the Employer costs more than \$120 per day, the Company agrees to pay the difference at their expense. See attached map dated January 29, 2003 for work locations when this \$120 will be paid.
9. For further clarification, the boundaries are: Milton, Halton Hills, Oakville, Brampton, Vaughan, part of Toronto (including Toronto Island), part of Richmond Hill up to Highway 404/Don Valley Parkway.
10. The Employer shall arrange suitable accommodation in advance of arrival. Accommodation costs shall be paid for by the Employee based on double occupancy. In the event that a single room is required, the company shall pay the additional cost.
11. The Employee will also be provided with \$60 to cover one round trip to and from 3240 Mavis Road, Mississauga every seven consecutive working days.
12. No mileage allowance will apply as Enersource Corporation pickups will be used to and from site.
13. Out of town work assignments will be distributed as equitably as possible among the qualified Employees who have voluntarily agreed to sign up for this work, however, Management reserves the right to select Employees having regard to specified skills, customer familiarity, and other legitimate business considerations.

14. If there are any issues for coverage due to an Employee's absence such as stand by duty, shift coverage, vacation, sick leave, bereavement leave, jury duty, it shall be Management's responsibility to find replacements.
15. All other terms of the Collective Agreement to apply.
16. Management and the Union may mutually agree to amend these working arrangements as described in this Letter of Understanding.
15. This Letter of Understanding is implemented on a trial basis and either party may bring this agreement to an end by providing three (3) months' notice in writing

FOR THE UNION

Harold Vance
IBEW Business
Representative

Rob Mogus
Unit Chair, IBEW, Unit 3

Judy Pollard
Vice Chair, IBEW, Unit 3

**FOR ENERSOURCE
CORPORATION**

Vaffi Poonja
Vice President, Operations &
General Manager, Technologies

Jo Ann Morello
Vice President, Human
Resources

Mike Angemeer
Executive Vice President &
COO

Dated this day April **16, 2003** at Mississauga, Ontario

(Original document signed by all of the above)

LETTER OF UNDERSTANDING- 6

February 14, 2003

IBEW
3 Forwell Road
Kitchener, Ontario
N2B 1W3

Attention: Mr. Harold Vance
Business Representative

Dear Harold,

RE: ORGANIZATIONAL RE-STRUCTURING

As we have discussed on an on-going basis, in order to move forward into the de-regulated market on a sound commercial basis, it is necessary for certain parts of Enersource Hydro Mississauga to be restructured.

Effective December 1, 2001, the Finance, Human Resources, Safety, Information Systems and Customer Service Divisions have been re-positioned to Enersource Corporation. These divisions will provide services to Enersource Hydro Mississauga through a service agreement. This new arrangement will allow these services to also be provided to other companies, including our affiliates.

We wish to assure the IBEW that the status of bargaining unit Employees is unaffected by this change. Enersource will observe all of the terms and conditions of the Collective Agreement, seniority will be retained and Employees will remain able to apply for any posted positions.

We are very excited about this new operating arrangement and the business opportunities that will become available.

We look forward to a continued strong working relationship together with the IBEW during the term of the new Collective Bargaining Agreement.

Yours truly,

Jo Ann Morello
Vice President. Human Resources

C: Rick Wachski
Guanrs Ceksters
Rob Mogus /Judy Pollard

LETTER OF UNDERSTANDING - 7

CONTROL ROOM TIME BALANCE & OPERATOR SCHEDULE

Since the ratification of the Collective Agreement on March 31, 2003, Management and Union have held two meetings to discuss the transition of the 8 person operator schedule to a 9 person schedule.

At the second meeting held April 7, 2003, the parties agreed in principle that:

1. Management would address the 50/50 Time Balance reconciliation as follows below (1).
2. The Union understands and accepts the need for a 9 person schedule contingent with the hiring, orientation and ability of the new operator to work shifts independently. Currently, late Fall is forecast as the time-frame for this to be accomplished.

At that time, Management intends to introduce a “Planner” position to the schedule. The Union agrees to work with Management to transition this position into the schedule in a way that is equitable to all concerned.

On April 9, 2003, Operations Management and System Control Operators met to develop specific conditions pertinent to both number 1 & 2 above and as follows:

1. **50% / 50% Time Balance.** Time Balance is recognized as the shifts worked or to be worked above and beyond the requirement calculated in Art. 11 1 (l). This time will be paid @ 1 X time off in lieu and 1 X with pay.

example:

Total shifts per year	165
Less requirement	- 161
Time Balance (Shifts)	= 4 shifts X 12 hours = 48 hrs.
	48 hrs. X 2 (premium) = 96 hrs.

Therefore: 48 hours will be taken as time off in lieu of payment and 48 hours pay. The pay portion of time balance will be divided by 52 weeks and applied to bundled premium. Time Balance will be treated as vacation and paid in the year that it occurs.

2. The operators agree not to participate with Article 13.2 at the present 40 hour maximum.
3. The Collective Agreement outlines, Article 11- the twelve (12) hour shifts, nine (9) System Control Operators necessary to the established schedule.
4. Article 11, 1(a) requires that Management and Union be in mutual agreement when establishing a working schedule different from present arrangements for System Control Operators with the exception of trainees.

5. Changes to the schedule as detailed below require support by a two thirds, majority of the operators in the rotation before a revised schedule is implemented.
6. On January 1, 1999 one of the existing 9 System Control Operators transferred internally creating a vacancy and with the continued changes and manpower shortages to date, both parties agreed to support the 8 person schedule. Management intends to implement the 9 person schedule as soon as practically possible. Agreement was therefore achieved between the parties that an eight 8 person schedule would be re-implemented April 1, 2003 during the interval of hiring and training a fully qualified Operator.
7. The hours of work shall be:

12 Hour Shift Monday to Sunday
 D 0700 – 1900
 N 1900 – 0700

Schedules will normally run from January 1 to December 31

Any changes in the schedule will be posted at least fifteen (15) days before the new schedule goes into effect. In this situation, approved vacation will be upheld providing that such arrangements do not interfere with the continued operation of the Control Room.

The twelve (12) hour, eight week-eight operator rotation, shall be as follows:

DAYS	S	S	M	T	W	T	F
Week 1	-	-	-	D	D	-	-
Week 2	N	N	-	-	-	D	D
Week 3	-	-	N	N	N	-	-
Week 4	D	D	D	-	-	N	N
Week 5	-	-	D	D	-	-	-
Week 6	-	-	-	-	D	D	D
Week 7	-	-	D	D	-	-	D
Week 8	D	D	-	-	D	D	-

All other terms and conditions as set out in the Collective Agreement are unchanged

For the Union:

Harold Vance
IBEW Business
Representative

Rob Mogus
Chairperson, Unit #3,
IBEW

Judy Pollard
Vice Chairperson, Unit #3,
IBEW

For the Corporation:

Mike Angemeer
Executive VP & C.O.O.

Jo Ann Morello
VP, Human Resources

Larry Austin
System Control & Services
Supervisor

Dated this 9th day of April, 2003 at Mississauga, Ontario.

(Original document signed by all of the above)

ENERSOURCE HYDRO MISSISSAUGA / ENERSOURCE CORPORATION - BENEFIT SYNOPSIS

ALL UNION EMPLOYEES

	BENEFIT	CONTRIBUTION		COVERAGE	ELIGIBILITY	CARRIER
		EMPLOYER	EMPLOYEE			
H E A L T H & D E N T A L	EXTENDED HEALTH CARE PLAN	100%	NIL	VISION CARE - \$285/24 MOS SEMI-PRIVATE DIFFERENCE BETWEEN SEMI-PRIVATE AND PRIVATE DRUG PLAN WITH \$25 DEDUCTIBLE SINGLE/\$50 FAMILY \$10 FIXED CAP DISPENSING FEE HEARING AIDS- \$525/60 MOS PARAMEDICAL SERVICES- SEE PLAN GUIDE	AFTER 55 DAYS WORKED NOTE: OHIP A PREREQUISITE	M A R I T I M E L I F E (2906C)
	DENTAL	100%	NIL	PREVENTATIVE CARE. TO \$1,500 MAXIMUM/YR./PERSON SPACE MAINTAINERS	AFTER 55 DAYS WORKED 2003 ODA FEE GUIDE	
	MAJOR DENTAL	50/50 COINSURANCE		ORTHODONTICS TO \$2,500 LIFETIME MAXIMUM FOR ELIGIBLE DEPENDENTS TO AGE 25		
	MAJOR DENTAL MAJOR DENTAL	50/50 COINSURANCE 50/50 COINSURANCE		CAPS, CROWNS & DENTURES TO \$1,500 MAXIMUM PER CALENDAR YEAR		
	WHO ARE COVERED			SPOUSES, DEPENDENTS TO AGE 21 AND COVERAGE DEPENDENT STUDENTS AGES 21 TO 25 WHO QUALIFY		
	SURVIVORS' BENEFITS	100%	NIL	UPON EMPLOYEE'S DEATH, ONE YEAR COVERAGE FOR MEDICAL & HOSPITAL SERVICES		
E A P	EMPLOYEE ASSISTANCE PROGRAM (EAP)	100%	NIL	SHORT TERM PROFESSIONAL COUNSELLING UP TO 12 HOURS PER BENEFIT YEAR PER EMPLOYEE COUNSELLING SERVICES VIA CERTIFIED PSYCHOLOGIST	AFTER 110 DAYS WORKED	WILSON BANWELL
L I F E	BASIC LIFE INSURANCE	100%	NIL	BENEFIT LEVEL IS 1 1/2 X ANNUAL SALARY MAXIMUM NOT TO EXCEED \$600,000	AFTER 110 DAYS WORKED	C A N A D A L I F E
	OPTIONAL LIFE INSURANCE	NIL	100%	3 OPTIONS: 25% OF ANNUAL SALARY 75% OF ANNUAL SALARY 125% OF ANNUAL SALARY	AFTER 110 DAYS WORKED	
	SPOUSAL OPTIONAL LIFE INSURANCE	NIL	100%	MULTIPLES OF \$10,000 TO A MAXIMUM OF \$250,000	AFTER 110 DAYS WORKED	
	RETIREMENT LIFE INSURANCE	100%	NIL	EMPLOYED BEFORE APRIL 1, 2000 - SEE PLAN GUIDE FOR DETAILS. EMPLOYED AFTER APRIL 1, 2000 \$5,000 < 10 YRS SERV, \$10,000 > 10 YRS - PAID UP POLICY	AVAILABLE AT RETIREMENT AVAILABLE AT RETIREMENT	
A D & D	ACCIDENTAL DEATH AND DISMEMBERMENT	100%	NIL	BENEFIT LEVEL IS 1 1/2 X ANNUAL SALARY MAXIMUM \$250,000	AFTER 110 DAYS WORKED	AMERICAN HOME
I N C O M E	SHORT TERM DISABILITY	100%	NIL	PERIODS UP TO 75 CONSECUTIVE WORKING DAYS	AFTER 110 DAYS WORKED	EHM
	LONG TERM DISABILITY	100%	NIL	AFTER 75TH DAY OF DISABILITY, 70% GROSS INCOME MAXIMUM \$5,000	AS ABOVE	MARITIME LIFE
P E N S I O N	PENSION	50%	50%	NORMAL RETIREMENT - AGE 65 EARLY RETIREMENT - AGE 55 - UNREDUCED EARLY RETIREMENT 85 FACTOR IN 2004 AND 90 FACTOR in 2005 30 YRS. QUALIFYING SERVICE - SURVIVOR'S PENSION	CONDITION OF EMPLOYMENT EFFECTIVE IMMEDIATELY VISIT THE WEBSITE AT: www.OMERS.com	O M E R S

NOTE: IF THE 55 DAYS WORKED FALLS DUE AFTER THE 15TH OF THE MONTH, THEN THE BENEFIT ELIGIBILITY WILL BE PAID AT THE 1ST OF THE MONTH FOLLOWING.

VACATION	AFTER 1 YEAR	2 WEEKS
	AFTER 3 YEARS	3 WEEKS
	AFTER 8 YEARS	4 WEEKS
	AFTER 15 YEARS	5 WEEKS
	AFTER 24 YEARS	6 WEEKS

Your Group Benefit Plan

ENERSOURCE GROUP OF COMPANIES

Unionized Employees

RECEIVED
MAR 25 2004

97
**LIBERTY
HEALTH,**

This booklet covers all Unionized Employees employed by the following companies:

**Enersource Corporation
Enersource Hydro Mississauga
Enersource Technologies**

TABLE OF CONTENTS

Important Information	IMP
Summary of Coverages	SUMM
Definitions	DEF
General Provisions	GP
Eligibility	
Commencement of Coverage	
Increases and Decreases In Coverage	
Termination of Coverage	
Survivor Benefit for Your Dependents	
Extension of Coverage	
Reinstatement	
Claims Provisions	CLAIM
Notice of Claim	
Proof of Claim	
Payment of Claims	
Assignment	
Co-ordinating Coverage Guidelines for Out-of-Country/Province	
Health Care Expenses	
Co-ordination of Benefits	
Recovering Overpayments	
Third Party Claim Recovery	
Legal Action	
Rights of Liberty Health and The Claimant	
Converting Group Coverage to an Individual Insurance Policy	CONVERT
Extended Health Care and Dental Care Coverage	
Long Term Disability Coverage	LTD-REHAB
Extended Health Care Coverage	EHC
Dental Care Coverage	DENTAL

IMPORTANT INFORMATION

COVERED CLASS: All Eligible Unionized Employees

GROUP NUMBERS: 2906B · Hourly-Paid Employees
2906C · Office Employees

PLAN EFFECTIVE DATE: May 1, 2000

The Summary of Coverages and the pages following give you a full description of all the conditions, limitations and exclusions that apply to your coverage. Be sure to read this information carefully and keep it in a safe place for future reference.

80

EDITION DATE June, 2002

SUMMARY OF COVERAGES

FOR YOU

LONG TERM DISABILITY COVERAGE

Monthly Benefit: 70% of your monthly Earnings as of the beginning of your Total Disability (rounded to the next higher multiple of \$1.00 if ~~not~~ already a multiple thereof) **up** to a maximum of \$3,600.

If you are entitled to benefits from certain other sources during your Total Disability, the amount of Monthly Benefit may be reduced as explained in the Integration of Benefits section of the Long Term Disability Coverage.

Benefits Begin: After 75 Working Days of Total Disability.

Maximum Benefit Period To your 65th birthday but not beyond your retirement.

Taxability: Benefits are taxable.

Termination of Eligibility: When benefits would begin on or after the date you reach age 65, or when you retire, whichever is earlier.

FOR YOU AND YOUR DEPENDENTS

EXTENDED HEALTH CARE COVERAGE

Maximum:

Overall	Unlimited
Hospital Room and Board	Semi-private or Private Room Charges
Hearing Aids	\$500 in any period of 60 consecutive months per Covered Person
Vision Care	\$280 in any period of 24 consecutive months per Covered Person
Prescription Drug Dispensing Fee	\$10 per prescription

Deductible:

Per Covered Person	\$25 in any period of 12 consecutive months
Per Covered Family	\$50 in any period of 12 consecutive months

The Deductible does not apply to Semi-private Room Charges
Vision Care Charges
Hearing Aid Charges
Chiropractor, Osteopath, Chiroprapist, Podiatrist or
Naturopath Charges

Reimbursement Percentage: 100% of Eligible Expenses

DENTAL CARE COVERAGE

Benefit:	Plan 9 plus Space Maintainers, Riders 2, 3 and 4 Orthodontic Services (Rider 3) are only provided for Dependent Children
Maximum:	Plan 9, plus Space Maintainers Unlimited
	Rider 2 \$900 per calendar year per Covered Person
	Rider 3 \$1,500 lifetime maximum per Covered Person
	Rider 4 \$1,200 per calendar year per Covered Person
Deductible:	None
Reimbursement Percentage:	Plan 9, plus Space Maintainers 100% of Eligible Expenses
	Riders 2, 3 and 4 50% of Eligible Expenses
Fee Guide:	Payable in accordance with the 2002* Ontario Dental Association (ODA) Suggested Fee Guide for General Practitioners
	* <i>Effective January 1, 2003 - 2003 ODA Fee Guide</i>

DEFINITIONS

The following definitions apply throughout the Benefit Plan unless a term is defined differently within a coverage for the purpose of that coverage.

Accident means an unintentional, sudden, fortuitous and unforeseeable event due exclusively to an external cause of a violent nature, inflicting bodily injury directly and independently of all other causes.

Actively Employed means you are working at your usual place of employment with the Employer or any other location where the Employer requires you to work and are able to perform the Essential and Material Duties of your regular occupation on a full-time and full-pay basis for a minimum of 35 hours per week. If you are not required to work on a specific date, you will still be considered Actively Employed if you are not disabled to the degree that you could not have reported for work at your usual place of employment and performed the Essential and Material Duties of your regular occupation.

Active Treatment means the ongoing and continuous medical or surgical inpatient treatment of a sickness or injury in the acute phase, including active treatment of a chronic sickness. This term will not include treatment consisting of therapy, nursing care or medical supervision only, such as that provided in a chronic care facility, nursing home or detoxification centre, except for Rehabilitation Hospital care (defined in the Extended Health Care Coverage).

Child means your or your Spouse's natural, legally adopted, step or foster child, who is unmarried, not engaged in full-time employment, dependent on you or your Spouse for financial support and under age 21.

However, a child age 21 and older who meets all other requirements of this definition will continue to be eligible for coverage under this Benefit Plan provided the Child is:

- under age 25 and enrolled and in full-time attendance at an accredited educational institution which provides a recognized certificate of accreditation on completion, or
- incapable of self support due to mental or physical infirmity which began while the Child was covered as your Dependent. Satisfactory proof of the infirmity must be given to Liberty Health within 30 days of the date the Child's coverage would normally terminate. Proof that the infirmity continues must be provided from time to time, as required by Liberty Health.

Contract means the Group Contract issued to the Employer by Liberty Health.

Covered Person means a person who is covered under a Coverage as an Employee or a Dependent.

Dentist means a Duly Licensed practitioner of dentistry.

Denturist means a Duly Licensed practitioner of denturism.

Dependent means a person who is a Resident of Canada, and who is:

- your Spouse; or
- your Child or the Child of your Spouse.

Duly Licensed means licensed, certified or registered to practice the profession by the appropriate regulatory authority in the jurisdiction in which the care or services are rendered. If there is no regulatory authority where the care or services are provided, a practitioner will be considered “Duly Licensed” if Liberty Health determines that his or her qualifications are comparable to those stipulated by a regulatory authority for the profession in another jurisdiction.

Earnings means your regular earnings from the Employer excluding dividends, bonuses and overtime earnings.

If you earn all or part of your remuneration on a commission basis, your Earnings will be based on the average of your actual earnings over the previous two calendar years as reported for income tax purposes (pro-rated if less than two years’ earnings are available).

If you are an hourly-paid Employee, your earnings will be based on the regular number of hours you work each week.

For benefit calculation purposes, your earnings will be calculated using **4.333** weeks per month and 12 months per year.

Employee means a person who is a Resident of Canada, is Actively Employed by the Employer and is included ~~in~~ a Covered Class under this Benefit Plan.

Employer means **ENERSOURCE CORPORATION** and will extend to and include the following associated, affiliated or subsidiary company:

**ENERSOURCE CORPORATION
ENERSOURCE HYDRO MISSISSAUGA
ENERSOURCE TECHNOLOGIES**

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

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

Hospital means a duly licensed general Active Treatment facility which has Physicians and registered nurses on duty or on call 24 hours per day. Unless otherwise stated, this term does not include a federal hospital, private hospital, rest home, nursing home, convalescent nursing home, chronic care facility, health spa or hotel, home for the aged or an institution used primarily for the care and treatment of alcoholism, drug addiction or mental illness.

Hospitalization means admission to a Hospital as an In-patient for a minimum period of an overnight stay.

In-patient means a person confined to a Hospital on the recommendation of the attending Physician for a minimum period of an overnight stay.

Liberty Health is a division of Liberty Mutual Insurance Company.

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

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

Physician means a Doctor of Medicine (M.D.) who is Duly Licensed to practice medicine.

Plan means any coverage under a group contract, policy or plan arranged through an Employer, union, trustee or association, blanket insurance or family insurance, prepayment or capitation plan or any Government Plan or coverage required or provided by statute.

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

Reasonable and Customary Charge means a charge which is usually made in the absence of coverage for a specific type of care, service or supply, based on representative fees and prices in the geographic area in which the charges for the care, service or supply were incurred, as determined by Liberty Health.

Resident means a person who is a resident of Canada within the meaning of resident used in the Income Tax Act.

Spouse means either:

- the person to whom you are legally married; or
- a person of the opposite or same sex who has continuously lived with you for a period of at least one year in a conjugal relationship outside marriage.

Only one Spouse will be considered as being covered at any time.

You means the Employee.

GENERAL PROVISIONS

ELIGIBILITY

EMPLOYEE COVERAGE

If you are Actively Employed, you will be eligible for coverage on the later of:

- the Plan Effective Date (see the section entitled “Important Information”);
- the day immediately following 55 days worked for Extended Health and Dental Coverage;
- the day immediately following 110 days worked for Long Term Disability Coverage.

For Health and Dental Benefits

If you decline to enrol when first eligible because you are covered for comparable benefits under your Spouse’s group plan, you will be eligible for coverage under this Benefit Plan from the date immediately following the termination date of coverage under your Spouse’s plan.

DEPENDENT COVERAGE

A Dependent will be eligible for coverage on the later of:

- the date your coverage is effective; or
- the date the person qualifies as a Dependent.

COMMENCEMENT OF COVERAGE

EMPLOYEE COVERAGE

Your completed written application for coverage should be submitted to your Employer within 31 days of the date you are eligible for coverage.

If Proof of Good Health is not required, coverage will be effective on the date you are eligible.

If Proof of Good Health is required, coverage will be effective on the date the Proof of Good Health is approved by Liberty Health.

Proof of Good Health is required if:

- you apply more than 31 days after your date of eligibility (except for Dental Care Coverage); or
- you apply for an amount of coverage which is only available with Proof of Good Health as outlined in the Summary of Coverages.

If you apply for Dental Care Coverage more than 31 days after your date of eligibility, your coverage will be limited to \$150 during the first 12 months of coverage.

If you are not Actively Employed on the date coverage would otherwise be effective, it will take effect only when you return to work and satisfy the Actively Employed definition.

DEPENDENT COVERAGE

Your completed written application for Dependent Coverage should be submitted to your Employer within 31 days of the date you are eligible for Dependent Coverage.

If Proof of Good Health is not required, coverage for a Dependent will be effective on the date the Dependent becomes eligible.

If Proof of Good Health is required, coverage for a Dependent will be effective on the date the Proof of Good Health is approved by Liberty Health.

However, Dependent Coverage cannot begin before Employee Coverage.

Proof of Good Health is required if you apply for Dependent Coverage more than 31 days after your Dependent's date of eligibility (except for Dental Care Coverage).

If you apply for Dental Care Coverage more than 31 days after your Dependent's date of eligibility, coverage for your Dependent will be limited to \$150 during the first 12 months of coverage.

If a Dependent, other than a newborn Child, is confined to a Hospital on the date coverage would otherwise be effective, it will not become effective until the date the Dependent is discharged from the Hospital.

INCREASES AND DECREASES IN COVERAGE

INCREASES

An increase in coverage for you or your Dependents will take effect on the later of:

- the date of eligibility for the increase; or
- the date any required Proof of Good Health is approved by Liberty Health.

If you are not Actively Employed on the date coverage would otherwise increase, the increase will take effect only when you return to work and satisfy the Actively Employed definition.

DECREASES

Any decrease in coverage for you or your Dependents will take effect on the date of the change in classification or eligibility or the decrease in Earnings.

TERMINATION OF COVERAGE

EMPLOYEE COVERAGE

Your coverage will terminate on the earliest of the following dates unless continuation of coverage is provided under the Extension of Coverage provision:

- the last day of the month for which contributions have been remitted on your behalf;
- the day on which you cease to be Actively Employed;
- the day on which you cease to be listed as a member of an eligible class;
- the day on which you attain the termination age specified for a coverage in the Summary of Coverages; or
- the date the Contract terminates.

DEPENDENT COVERAGE

A Dependent's coverage will terminate on the earliest of the following dates:

- the date your coverage terminates for **any** reason;
- the last day of the month in which the person ceases to be a Dependent;
- the date Dependent coverage under the Contract terminates; or
- the date the Contract terminates.

SURVIVOR BENEFIT FOR YOUR DEPENDENTS (Applicable to Extended Health Care Coverage)

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

- 12 months from the date of your death;
- the date on which your Spouse remarries;
- the date the person no longer qualifies **as** a Dependent;
- the date on which the Dependent becomes eligible for similar coverage under another group contract; or
- the date the Contract terminates.

EXTENSION OF COVERAGE

Any continuation of coverage is contingent on payment of contributions for that coverage to Liberty Health in the normal manner.

If you cease to be Actively Employed due to:

- sickness or injury, your coverage will continue until the earliest of:
 - recovery from sickness or injury; or
 - termination of your employment with the Employer.
- an approved maternity leave or parental leave of absence, your coverage will continue for the duration of the period stipulated under any federal or provincial employment standards legislation, whether or not benefits are payable under the Employment Insurance Act of Canada.
- leave of absence, strike, lockout or temporary lay-off, the Employer may choose to continue coverage as follows, without discriminating among persons in similar circumstances:
 - for one month from the end of the month in which employment was interrupted, for Long Term Disability Coverage; and
 - for as long as the Contract remains in force, for all other coverages.

For Long Term Disability Coverage

If your employment is terminated by the Employer, coverage will be extended for the minimum period of time stipulated under any federal or provincial employment standards legislation, provided the Employer requests the continuation of coverage in writing and the Contract remains in force.

For All Other Coverages

If your employment is terminated by the Employer, coverage will be extended for the period of time chosen by the Employer without discriminating among persons in similar circumstances, provided the Employer requests the continuation of coverage in writing and the Contract remains in force. However, in no event will the period of continuation be less than the minimum period of time stipulated under any federal or provincial employment standards legislation.

90

REINSTATEMENT

If your coverage terminates because of leave of absence (other than maternity and/or parental leave), strike, lock-out or temporary lay-off and you are re-employed within six months of the date your employment was terminated, your coverage will be reinstated on the first day you return to work and satisfy the Actively Employed definition, provided you apply within 31 days. If more than **six** months have elapsed since your employment terminated, you will be considered a new Employee upon your return to work and will be required to satisfy the waiting period described in the Eligibility section.

If you choose not to continue your coverage under this Benefit Plan during a maternity and/or parental leave of absence, your coverage will be reinstated on the first day you return to work and satisfy the Actively Employed definition, provided:

- the maternity and/or parental leave did not exceed the duration stipulated under any federal or provincial employment standards legislation; and
- you apply for reinstatement within 31 days of the date you return to work.

However, if your maternity and/or parental leave exceeded the duration stipulated under any federal or provincial employment standards legislation, you will be considered a new Employee upon your return to work and will be required to satisfy the waiting period described in the Eligibility section.

CLAIM PROVISIONS

NOTICE OF CLAIM (Applicable to Long Term Disability Coverage only)

Written notice of claim must be given to Liberty Health at least 30 days before the date benefits are scheduled to begin or, if later, within six months of the onset of Total Disability.

Within 15 days of receiving written notice of claim, Liberty Health will send you the forms required for filing proof of claim. If the forms are not provided on time, you may submit proof of claim using a written statement covering the occurrence, character and extent of the Total Disability.

If the Contract terminates and written notice of claim is not given to Liberty Health within six months of the onset of Total Disability, the claim will be invalid.

PROOF OF CLAIM

For Long Term Disability Coverage

Written proof, satisfactory to Liberty Health, of your right to benefits under this Benefit Plan must be received by Liberty Health within 90 days of the date benefits would begin.

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

Claims must be sent to the address indicated on the claim form.

For Health and Dental Coverages

Written proof of claim satisfactory to Liberty Health must be received by Liberty Health not later than the end of the calendar year following the year in which the claim ~~was~~ incurred. However, if a Covered Person's coverage terminates for any reason, written proof of claim satisfactory to Liberty Health must be received by Liberty Health not later than 90 days following the date of termination.

In addition to written proof of claim, Liberty Health may require you to submit:

- information from the Covered Person's Physician in order to determine whether an Eligible Expense under the Extended Health Care Coverage is Medically Necessary;
- information from the Covered Person's Dentist which Liberty Health considers necessary to adjudicate a claim, such as a description of the treatment rendered (i.e., an expertise letter) and/or relevant x-rays.

Claims must be sent to the address indicated on the claim form.

PAYMENT OF CLAIMS

For Long Term Disability Coverage

Long Term Disability benefits will be paid monthly in arrears, subject to the receipt of the required proof of claim.

All benefits will be payable to you after you have satisfied your obligation to reimburse your Employer for payments in the amount of the disability coverage, if any such payments were made to you by the Employer beyond the Short Term Disability period. (An authorization directing Liberty Health to reimburse your employer will be included in the Long Term Disability claims package.). If you die before all benefits that are payable to you have been paid, benefits will be made payable to any person and/or corporation appearing to Liberty Health to be entitled to payment, where such payment is permissible under applicable law. Liberty Health fully discharges its liability by making such payments.

For Health and Dental Coverages

If written proof of claim satisfactory to Liberty Health is provided:

- Claim payments will be made directly to the provider of the care, service or supply if that provider has an agreement with Liberty Health or a written request has been received from you to pay the provider directly; and
- Any other claim payments will be made to you. (Claim payments cannot be made directly to a Dependent.)

If an Eligible Expense under the Extended Health Care Coverage requires advance approval by Liberty Health, the Covered Person must submit a pre-authorization form completed by his or her attending Physician before the expense will be reimbursed. Liberty Health will notify the Covered Person of the benefit payable under this Benefit Plan.

A claim for an eligible dental expense or an eligible dental accident expense will be considered incurred on the date of completion of the care or services. All other Eligible Expenses will be considered incurred as of the date the service or supply is received or, if earlier, the date the Covered Person incurred an obligation with the provider for the service or supply. However, no benefit will be payable before the date the Covered Person receives the service or supply.

If you die before receiving payment for an incurred Eligible Expense, payment will be made to any person and/or corporation appearing to Liberty Health to be entitled to payment, where such payment is permissible under applicable law. Liberty Health fully discharges its liability by making such payments.

ASSIGNMENT

For Long Term Disability Coverage

You may not assign any interest in the coverage or benefits provided under this Benefit Plan.

For Health and Dental Coverages

You may assign the payment of Eligible Expenses to the provider of the care, service or supply when that provider has an agreement with Liberty Health, unless otherwise stated in the "Payment of Claims" provision. However, Liberty Health reserves the right to cancel assignment privileges or reinstate any such privileges at any time.

CO-ORDINATING COVERAGE GUIDELINES FOR OUT-OF-COUNTRY/PROVINCE HEALTH CARE EXPENSES (Applicable to Extended Health Care Coverage)

If a person who is covered under this Benefit Plan is also covered under another plan which provides similar coverage (such as employment-related group contracts, individual or group travel or health care contracts, credit card coverages or any other private insurance sources), any claim for Eligible Expenses incurred outside the province of residence or outside Canada will be co-ordinated with the other plan(s) in accordance with the Co-ordinating Coverage Guidelines for Out-of-Country/Province Health Care Expenses as outlined by the Canadian Life and Health Insurance Association Inc. Any information that is required by Liberty Health to co-ordinate coverage in accordance with these guidelines must be supplied by you upon request.

Liberty Health may obtain from or release to any person or corporation, any information considered necessary to satisfy the intent of this provision and facilitate payment of benefits under this Benefit Plan.

CO-ORDINATION OF BENEFITS (Applicable to Extended Health Care and Dental Care Coverages)

If a person who is covered under this Benefit Plan is also covered under any other Plan, any claim under this Benefit Plan will be co-ordinated so that the total amount payable from all Plans does not exceed 100% of the Eligible Expenses incurred.

Liberty Health may obtain from or release to any person or corporation, any information considered necessary to satisfy the intent of this Co-ordination of Benefits provision and facilitate payment of benefits under this Benefit Plan.

If a Covered Person is eligible to receive a benefit under this Benefit Plan and the same or similar benefits under any other Plan, payment will be determined as follows:

If the other Plan does not contain a Co-ordination of Benefits provision, that Plan will pay its benefits before a Plan which does contain that provision.

If the other Plan contains a Co-ordination of Benefits provision, priority will be given to the Plans in the following order:

- The Plan where the person is covered as a member. However, if a person is a member of two Plans, priority will be given to the Plans in the following order:
 - the Plan where the member is an active full-time employee;
 - the Plan where the member is an active part-time employee;
 - the Plan where the member is a retiree.
- The Plan where the person is covered as a Dependent Spouse or Dependent Child. However, if the person is covered as a Dependent Child under two or more Plans, priority will be given to the Plans in the following order:
 - the Plan of the member with the earlier day and month of birth in the calendar year;
 - the Plan of the member whose first name begins with the earlier letter in the alphabet, if the parents have the same date of birth.

In the case where the parents are separated or divorced, the order indicated above will not apply. In that case, priority will be given to the Plans in the following order:

- the Plan of the parent with custody of the Child;
 - the Plan of the Spouse of the parent with custody of the Child;
 - the Plan of the parent not having custody of the Child;
 - the Plan of the Spouse of the parent not having custody of the Child.
- For dental accidents, health Plans with dental accident coverage determine their benefits before dental Plans.

If priority cannot be established using these guidelines, the benefits will be pro-rated among the Plans in proportion to the amounts which would have been paid under each Plan had there been coverage under just that Plan.

This provision also applies to a person who is covered under this Benefit Plan as both an Employee and a Dependent, in the same way as if coverage was being co-ordinated with another Plan.

In order to apply the Co-ordination of Benefits provision correctly in the case where Liberty Health is not the first payer, a copy of the original receipt or claim form must be submitted with the explanation of benefits provided by the other Plan.

RECOVERING OVERPAYMENTS

Liberty Health has the right to recover any overpayment of benefits from the person or organization who received the overpayment. If the overpayment cannot be recovered directly, Liberty Health has the right to reduce future benefit payments to that person until the overpayment has been recovered in full.

THIRD PARTY CLAIM RECOVERY

If you have a legal claim against a third party for causing your sickness or injury and if Liberty Health provides payments or benefits under this Contract as a result of that sickness or injury, Liberty Health will have the right to recover the amount it paid from that third party. Liberty Health may also initiate legal action in your name in order to enforce that right. Any release from liability which you sign prior to experiencing a loss related to that sickness or injury will not affect your right, or Liberty Health's right, to pursue the legal claim, when there is no law preventing pursuit of that claim.

Liberty Health may release to or obtain from any insurance company, organization or individual, any information which it considers necessary to administer this provision.

Liberty Health has the right to make any payments which it considers necessary to satisfy the requirements of this provision. Any payment Liberty Health makes will be considered to be a benefit paid and will satisfy Liberty Health's obligation to the extent of that payment.

When the net amount recovered, after deducting the cost of recovery, does not cover complete reimbursement of the loss or damages, the amount recovered will be divided between Liberty Health and you according to the portion of the loss which each party has assumed.

LEGAL ACTION

No legal action for the recovery of any claim may be brought against Liberty Health until 60 days have elapsed from the date written proof of loss has been furnished to Liberty Health. Any such action must be brought within one year after filing written proof of loss.

RIGHTS OF LIBERTY HEALTH AND THE CLAIMANT

Liberty Health will have the right and opportunity, at its own expense, to have a Covered Person examined by one or more Physicians designated by Liberty Health when that person's injury or sickness is the basis of a claim. These examinations will be conducted when and as often as Liberty Health may reasonably require during the time that a claim for that person is pending under this Benefit Plan.

Liberty Health will also have the right and opportunity to have an autopsy performed in the event of the death of a Covered Person, provided the performance of an autopsy is not forbidden by law.

For Long Term Disability Coverage claims, Liberty Health will have the right to require that you:

- apply for all loss of time benefits and other income benefits which are identified within the Long Term Disability Coverage as affecting the benefits payable under that coverage;
- provide all required proofs for those benefits; and
- notify Liberty Health of the amount and duration of those benefits which are payable to you.

You may select any Physician, other than yourself or an immediate family member, as your attending Physician. If coverage under this Benefit Plan requires treatment by a duly qualified specialist for a particular claim, you may select any such specialist to be your attending Physician.

CONVERTING GROUP COVERAGE TO AN INDIVIDUAL INSURANCE POLICY

When a Coverage includes a Conversion Option and the Covered Person meets the requirements for eligibility to convert the coverage as specified in that Conversion Option, the following terms and conditions will apply:

EXTENDED HEALTH CARE AND DENTAL CARE COVERAGE

In order to apply for an individual plan of health care or dental care coverage, the person must submit a written application and the required premium to Liberty Health within 31 days of the date the group coverage is terminated. The individual plan will be exchanged for all Coverage on the person under this Benefit Plan. The coverage under the individual plan will not duplicate the coverage under this Benefit Plan and is subject to the terms and conditions of the individual plan being offered at the time.

LONG TERM DISABILITY COVERAGE

FOR YOU

DEFINITIONS

The following definitions apply exclusively within the description of this Coverage:

Qualifying Period means the period of Total Disability which must elapse before Long Term Disability benefits become payable. The Summary of Coverages describes when benefits begin.

Total Disability or **Totally Disabled** means that because of bodily injury or sickness you are not able to perform the Essential and Material Duties of any occupation for which you are reasonably fitted, or could *so* become, by education, training or experience.

In addition, you must not be engaged in any occupation or employment for wage or profit except as part of a rehabilitation program.

The availability of occupations with your Employer or any other employer will not be considered when determining whether you are considered Totally Disabled.

TOTAL DISABILITY BENEFITS

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

The Monthly Benefit payable will be the amount in effect on the date you became Totally Disabled, as described in the Summary of Coverages. However, that amount will be reduced as described under the Integration of Benefits provision.

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

RECURRENT DISABILITIES

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

After the Qualifying Period, separate periods of Total Disability will be considered to be one period of Total Disability if:

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

If a period of Total Disability is considered to be a continuation of a previous Total Disability and benefits had previously been payable, your benefits will resume immediately and will continue until the original Maximum Benefit Period has been exhausted. The same Monthly Benefit amount that was applicable on the original date Total Disability began will be payable, subject to the Integration of Benefits provision.

INTEGRATION OF BENEFITS

Monthly benefits are coordinated with other income payments to which you become entitled as a result of your current Total Disability. The benefit coordination is applied as follows:

- A. The amount of monthly benefit from the Long Term Disability Coverage is reduced by any disability benefits available from the Canada or Quebec Pension Plan (Employee benefits only) and income replacement benefits payable under any workers' compensation act or similar legislation.
- B. The amount determined in **A.** above is further reduced if necessary, so that the amount of monthly benefit, together with "income from **all** other sources" described below and all amounts of income described in **A.** above, does not exceed 85% of gross earnings on taxable plans, or 85% of net earnings on non-taxable plans.

"Income from all other sources" includes the following:

- Disability benefits available under any other Government Plan, including dependent benefits payable to you under the Canada or Quebec Pension Plan;
- Retirement benefits provided by any employer or Government Plan;
- Income or benefits payable under any group program provided by or through the Employer;
- Income or benefits payable under a plan sponsored by an association, union or fraternal organization of which you are a member;
- Income replacement benefits payable under any plan of automobile insurance, where such reduction is not prohibited by law; and
- Wages or remuneration payable from any employer but excluding 50% of earnings received under **an** approved rehabilitation program.

During the period of an approved rehabilitation program, the amount of monthly benefit as defined above will be further reduced if necessary, so that the amount of monthly benefit together with “income from all other sources” and all amounts of income described in paragraph A. above, including 100% of earnings received from a rehabilitation program, does not exceed 100% of gross earnings on taxable plans, or 100% of net earnings on non-taxable plans.

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

Liberty Health reserves the right to estimate the benefits payable under the Canada or Quebec Pension Plan pending receipt of information concerning the actual benefits payable.

REHABILITATION PROGRAM

If you are Totally Disabled, Liberty Health may at any time require you to participate in a rehabilitation program for return to employment which is appropriate for your circumstances. Participation in a rehabilitation program will not disqualify you for Long Term Disability benefits while the rehabilitation program continues and while you continue to be otherwise eligible for benefits. Refusal to enter and participate in a rehabilitation program considered appropriate by Liberty Health will result in termination of your eligibility for Long Term Disability benefit payments.

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

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

WORK PLACE MODIFICATION BENEFIT

If you are Totally Disabled and eligible for Long Term Disability benefits, Liberty Health may reimburse your Employer for reasonable expenses incurred in making modifications to the work place which will allow you to return to work. All modifications must meet federal or provincial standards where applicable, and all expenses must be pre-approved in writing by Liberty Health in order to be eligible for reimbursement. The maximum amount available to your Employer for this purpose is \$10,000.

RETURN TO WORK SUBSIDY BENEFIT

Liberty Health will pay a subsidy to your Employer if you:

- are Totally Disabled and receiving Long Term Disability benefits;
- are unable to return to the duties of your regular occupation as a direct result of your Total Disability; and
- return to work for your Employer in a different position from the one you held prior to becoming Totally Disabled.

This benefit will be paid to your Employer in one lump sum after you have completed three months of continuous employment in the new position. The amount of the subsidy will be equal to one month of your Long Term Disability benefit.

EXCLUSIONS AND LIMITATIONS

Benefits are subject to the following limitations:

- **PRE-EXISTING CONDITIONS LIMITATION**

A pre-existing condition is a sickness or bodily injury for which you have received medical treatment, care or services (including diagnostic measures), consulted a Physician or been prescribed medication during the three months prior to the date you first became covered for **Long** Term Disability Coverage under a benefit plan arranged by the Employer.

Long Term Disability benefits are not payable for any Total Disability which is due to a pre-existing condition and which begins within 12 months after the date you first became covered for **Long** Term Disability Coverage under a benefit **plan** arranged by the Employer.

- **DRUG AND ALCOHOL LIMITATION**

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

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

Benefits will not be payable for any of the following:

- Any period during which you are not under the continuous active care and treatment of a Physician who is a duly qualified specialist;
- Any period during which you are imprisoned;
- Any period during which you are not residing in Canada;
- Any Total Disability due to or resulting from self-inflicted bodily injury or sickness;
- Any Total Disability due to or resulting from insurrection, war (declared or not), or the hostile actions of the armed forces of any country, service in the armed forces or participation in any riot, civil commotion or any other act of aggression;
- Any Total Disability due to or resulting directly or indirectly from committing or attempting to commit a criminal act under legislation in the jurisdiction where the act was attempted or committed;
- Any Total Disability during the period:
 - you are on formal maternity leave of absence taken in accordance with federal or provincial law or mutual agreement between you and your Employer; or
 - you are receiving Employment Insurance maternity benefits or would be receiving those benefits if you were eligible.

TERMINATION OF BENEFIT PAYMENTS

Long Term Disability benefit payments will end if:

- You are no longer Totally Disabled as defined in the Definitions section of this Coverage;
- You have received Long Term Disability benefits for the Maximum Benefit Period indicated in the Summary of Coverages;
- You are no longer under continuing medical supervision and treatment considered satisfactory by a Physician or Physicians designated by Liberty Health;
- You do not provide proof of the continuance of Total Disability which is satisfactory to Liberty Health;
- You do not undergo an independent medical examination which has been requested by Liberty Health;
- You refuse to enter and participate in a program of rehabilitation which is considered appropriate by Liberty Health and which would facilitate a return to your own occupation or another occupation;
- You retire; or
- You die.

WAIVER OF PREMIUM

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

EXTENSION OF BENEFITS

Termination of the Contract or the Long Term Disability Coverage will not affect any claim for benefits provided your Total Disability occurred before the termination date and is reported to Liberty Health within six months after the commencement of Total Disability.

EXTENDED HEALTH CARE COVERAGE

FOR YOU AND YOUR DEPENDENTS

DEFINITIONS

The following definitions apply exclusively within the description of this Coverage:

Diagnostic Services means diagnostic tests or services which are used to confirm or rule out the presence of a disease in a Covered Person who is being investigated for signs and symptoms of sickness or to determine the efficacy of treatment currently being prescribed. This term does not include screening tests.

Eligible Expense means the Reasonable and Customary Charge for a service or supply which is ordered by a Physician or Dentist (unless otherwise specified), is Medically Necessary for the treatment of a Covered Person's sickness or injury, and is listed in the "Eligible Expenses" section of this Coverage.

Registered Nurse (R.N.) means a person who is Duly Licensed as a Registered Nurse in the jurisdiction in which the services are rendered.

Rehabilitation Hospital means an extended-care Hospital facility or institution which is licensed under a provincial hospital services plan and which is regularly engaged in the care of patients who do not require active medical treatment but do require skilled nursing care and continued medical supervision for the sub-acute phase of their sickness. (Sub-acute care is the provision of time-limited, goal-oriented therapeutic services geared toward restoration of health and physical ability.) The Rehabilitation Hospital must have a patient transfer agreement with an Active Treatment Hospital and must be qualified to participate in and be eligible for payments under the provincial hospital services plan. This term does not include a federal hospital, nursing home, home for the aged, private rest home, chronic care facility, health spa or hotel, establishment providing custodial care or an institution for the care and treatment of alcoholism, drug addiction or mental illness.

PAYMENT OF BENEFITS

Coverage is available only to a person who is entitled to benefits under a provincial health insurance plan or another plan providing comparable benefits.

If a Covered Person incurs Eligible Expenses on or after the effective date of coverage, Liberty Health will reimburse you according to the Reimbursement Percentage outlined in the *Summary of Coverages*, provided such Eligible Expenses are:

- for services and supplies specified in the list of Eligible Expenses for Extended Health Care Coverage;
- authorized in writing by a Physician except as otherwise specified in this Coverage;
- determined by Liberty Health to be Medically Necessary;
- in Liberty Health's opinion, Reasonable and Customary Charges;
- in excess of any applicable deductible shown in the Summary of Coverages; and
- not in excess of any maximums stated in the Eligible Expenses section of this Coverage or the Summary of Coverages.

The Reimbursement Percentage, deductible and overall maximum are shown in the Summary of Coverages.

Deductible

The deductible is the portion of Eligible Expenses which must be paid by each Covered Person before any benefits are paid by Liberty Health.

ELIGIBLE EXPENSES

HOSPITAL SERVICES

Semi-Private Room Accommodation - If a Covered Person is hospitalized in a Hospital or a Rehabilitation Hospital, or in a contracted private Hospital which has a formal agreement with Liberty Health, payment will be made for room and board charges up to the difference in amount between the Hospital's standard ward charge and the semi-private room charge.

Private Room Accommodation - If a Covered Person is hospitalized in a Hospital or a Rehabilitation Hospital, or in a contracted private Hospital which has a formal agreement with Liberty Health, payment will be made for room and board charges up to the difference in amount between the semi-private and private room charge.

Chronic Care - Charges made for accommodation in a public chronic hospital, or in a chronic wing facility of a public hospital for semi-private room accommodation of up to \$3.00 per day for a maximum of 120 days during any period of 12 consecutive months.

Private Hospital - Charges by a private hospital for daily room and board and normal nursing care when certified as necessary by the attending physician, up to \$10.00 per day for a maximum of 120 days in a Covered Person's lifetime.

If a Covered Person incurs expenses in a Hospital outside his or her province of residence, Liberty Health will not pay an amount that is greater than it would pay for such expenses when incurred in the province of residence.

DIAGNOSTIC SERVICES

Charges by a Hospital or licensed medical laboratory for Diagnostic Services which are not covered by a Government Plan.

AMBULANCE SERVICES

Charges by a licensed ambulance service for transporting a Covered Person to the nearest Hospital where adequate medical care can be provided, when necessary as a result of a Medical Emergency.

NURSING CARE AND SERVICES

Charges for private duty nursing services which can only be performed by a Registered Nurse (R.N.), when such services are provided in the Covered Person's home or in a hospital, provided all of the following conditions are met:

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

Payment will not be made for:

- Services which could be provided by a person who is not a Registered Nurse;
- Services performed after the Covered Person is in a stabilized condition and the services of a Registered Nurse are no longer necessary, as determined by Liberty Health. ("Stabilized condition" means the physical condition of the Covered Person has evolved to the level where care and treatment no longer require the skills of a Registered Nurse (as determined by Liberty Health) and for which the provincial legislation and/or the guidelines established by the provincial nursing regulatory authority permit the transfer of care to a person who is not a Registered Nurse.);
- Charges in excess of the rates negotiated with Liberty Health's preferred provider of nursing services;
- Agency fees, commissions or overtime fees;
- Services of a Registered Nurse who is related to the Covered Person by birth or marriage, or who lives in the home of the Covered Person; or
- Charges for custodial services. ("Custodial services" are services which are primarily provided to assist the Covered Person with the functions of daily living and could be adequately provided by a person other than a Registered Nurse.)

PHYSICIAN SERVICES OUTSIDE PROVINCE OF RESIDENCE

If a Covered Person requires the services of a physician as a result of a Medical Emergency, while travelling or temporarily living outside his or her province of residence, payment will be made for charges which are in excess of the amount listed in the provincial Medical Association Fee Schedule in effect at the time the services are provided.

PRACTITIONER SERVICES

Charges for the services of the following Duly Licensed practitioners will be eligible. Unless specifically stated, no benefits will be payable for tests, completion of reports or consultations with any person other than a Covered Person. A Physician's written authorization is only required for practitioner services where specified below.

Physiotherapist, limited to \$40 per visit and a maximum of \$500 per Covered Person in a calendar year. (The services of a physiotherapist who has an agreement with the provincial health insurance plan will not be covered.)

Clinical Psychologist, limited to \$35 for the initial visit and \$20 for each subsequent visit, up to an overall maximum of \$200 per Covered Person per 12 consecutive months.

Massage Therapist, limited to \$7 per treatment and a maximum of 12 treatments per 12 consecutive months. (These services must be authorized in writing by the Covered Person's attending Physician.)

Speech Pathologist, up to a maximum of \$200 per Covered Person per 12 consecutive months.

Chiropractor*, Osteopath*, Podiatrist*, Chiropodist or Naturopath, limited to \$7 per treatment and a maximum of 20 treatments per Covered Person per practitioner per 12 consecutive months.

Benefits are also payable for x-rays taken by a chiropractor, up to a maximum of \$25 per Covered Person per 12 consecutive months.

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

DRUGS AND MEDICINES

Charges for:

- Drugs, medicines and injected allergy sera which:
 - are listed in Liberty Health Formulary Three,
 - by law require the prescription of a Physician or Dentist, and
 - are dispensed by a Duly Licensed pharmacist, Physician, Dentist or Hospital.This includes extemporaneous preparations provided at least one of the ingredients is eligible.
- Drugs and medicines considered to be life-sustaining (as determined by Liberty Health) when purchased on the prescription of a Physician or Dentist and dispensed by a Duly Licensed pharmacist, Physician, Dentist or Hospital. This includes extemporaneous preparations provided at least one of the ingredients is eligible.
- Insulin, needles, syringes and chemical testing agents for the management of diabetes.

Benefits are not payable for:

- Vitamins (other than injected vitamins), vitamin/mineral preparations, food supplements, general public (G.P.) products and over-the-counter drugs or medicines, whether or not prescribed;
- Smoking cessation **aids**;
- More than a three-month supply of a drug or medicine, unless prior approval has been given by Liberty Health;
- Dispensing fees which exceed the maximum shown in the Summary of Coverages.

PROSTHETIC APPLIANCES

Charges for the following prosthetic appliances will be considered. However, Liberty Health reserves the right to provide benefits based on the least costly prosthetic appliance which would produce a professionally adequate result, consistent with accepted standards.

If a Covered Person incurs expenses for prosthetic appliances outside his or her province of residence, Liberty Health will not pay an amount that is greater than it would pay for such expenses when incurred in the province of residence,

- Artificial limbs. (When myoelectric or sport prostheses are required, only the amount that would be paid for standard type artificial limbs will be eligible.)
- Artificial eyes.
- Repairs to prosthetic appliances, when required as a result of normal wear and tear.
- Braces, splints, trusses, casts, cervical collars. (“Brace” means a rigid or semi-rigid supporting device or appliance which fits **on** and **is** attached to the body or any part of the body, excluding any brace which is used to correct a dental defect, deficiency or injury.)
- Urinary catheters, urinary kits.
- External breast prostheses and up to a maximum of six surgical brassieres per Covered Person in a calendar year when required as a result of a mastectomy.
- Ostomy supplies, where a surgical stoma exists.
- Tracheostomy care supplies.
- Stump socks.
- Surgical elastic stockings, up to a maximum of six pairs per Covered Person in a calendar year.
- Wigs required after radiation or chemotherapy, once only during the Covered Person’s lifetime.
- Intra-ocular lens implants, contact lenses or cataract eyeglasses required as a substitute for a Covered Person’s natural lens/lenses following cataract surgery or when the Covered Person lacks an organic lens. Payment will be limited to one pair in a Covered Person’s lifetime.
- Custom-built orthopaedic boots or shoes, or the actual cost of modifications and adjustments to stock item footwear.
- Custom-molded orthotics when prescribed by a Physician, podiatrist or chiropodist, up to a maximum two pairs per Covered Person in a calendar year, up to the reasonable and customary maximum per pair, as determined by Liberty Health.

MEDICAL AIDS, APPLIANCES AND SUPPLIES

Charges for the following medical aids, appliances and supplies will be eligible when required for therapeutic use. However, Liberty Health reserves the right to provide benefits based on the least costly alternative which would produce a professionally adequate result, consistent with accepted standards. In addition, if the rental charges for any covered item would exceed the purchase price, based on the attending Physician's prognosis and the estimated duration of the item's use, Liberty Health will pay benefits for the purchase of that item rather than its rental. If a covered item is initially rented and later purchased, Liberty Health will deduct any rental charges previously reimbursed from the amount payable for the item's purchase. In no event will Liberty Health pay rental charges which exceed the purchase price of the item.

If a Covered Person incurs expenses for medical aids, appliances or supplies outside his or her province of residence, Liberty Health will not pay an amount that is greater than it would pay for such expenses when incurred in the province of residence.

- Crutches, cane, walker.
- Infant apnea monitor, aerochamber.
- Oxygen and equipment necessary for its administration.
- Ventilator. (A "ventilator" is an apparatus used for the purpose of providing artificial respiration over a prolonged period of time, in cases where the respiratory muscles are not functioning.)
- Surgical bandages or dressings.
- Rental or, at Liberty Health's option, purchase of
 - a standard-type manual Hospital bed, including mattress;
 - a standard-type manual wheelchair.

Electric Hospital beds, wheelchairs and scooters are excluded unless Medically Necessary and recommended in writing by the attending Physician.

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

RADIUM THERAPY

Charges for radium and radioactive isotope treatments.

BLOOD PRODUCTS

Charges for blood transfusions, blood plasma, or other blood products.

HEARING AIDS

Charges incurred by a Covered Person for hearing aids prescribed by a Duly Licensed audiologist, otolaryngologist, otologist or Physician, as well as repairs and initial batteries, will be covered up to the maximum shown in the Summary of Coverages.

Benefits are not payable for:

- Hearing tests;
- Replacement batteries.

VISION CARE

When prescribed by a Duly Licensed ophthalmologist or optometrist and dispensed by a Duly Licensed ophthalmologist, optometrist or optician, charges incurred by a Covered Person for eyeglass frames and corrective lenses, contact lenses, and repairs to frames and corrective lenses will be covered, up to the maximum shown in the Summary of Coverages.

Benefits are not payable for:

- Eye examinations;
- Safety glasses, whether prescribed or not;
- Non-corrective sunglasses, whether prescribed or not.

DENTAL ACCIDENT COVERAGE

Dental care provided by a Dentist to repair or replace teeth damaged as a result of a direct accidental blow to the mouth (and not by an object intentionally placed in the mouth) which occurs while a Covered Person was covered under the Extended Health Care Coverage.

Benefits will be based on the monetary rates set out in the Dental Association Suggested Fee Guide for General Practitioners in effect in the Covered Person's province of residence on the date of treatment.

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

Treatment must begin within 90 days following the date of the accident and must be completed within one year from the date of the accident. However, if the Covered Person is under age 18 at the time of the accident, treatment must be completed before his or her attainment of age 19.

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

Pre-determination of Dental Accident Benefits

A treatment plan should be prepared by the Covered Person's Dentist and submitted to Liberty Health for approval **before** the dental work begins unless emergency treatment is immediately required to alleviate pain. The treatment plan should contain details of the accident, the pre-accident condition of the teeth involved and the planned treatment, including cost estimate and relevant x-rays. Liberty Health will review the treatment plan and advise the Covered Person of the amount payable under this Coverage.

Where a range of fees, individual consideration or laboratory charges are included, Liberty Health will determine the amount payable.

EXCLUSIONS

Liberty Health will not pay benefits for expenses incurred for or in connection with:

- e Care, services or supplies which are not Medically Necessary, as determined by Liberty Health.
- e Care, services or supplies which are primarily for cosmetic purposes, except those which are related to reconstructive surgery required to repair or replace tissue damaged by disease or bodily injury.
- e Rest cures, travel for health reasons, periodic health checkups, or examinations for the use of a third party.
- e Services provided in a health spa, chronic care or psychiatric Hospital or chronic care unit of a general Hospital, except as otherwise provided under Eligible Expenses.
- e Services or supplies provided while the Covered Person is confined in a nursing home or home for the aged.
- e Dental care or services other than those described under Eligible Expenses.
- e A medical condition caused by or related to war (whether or not war is declared), participation in any civil commotion, insurrection or riot, or while serving in the armed forces.
- e Nebulizers or vaporizers.
- e Services or supplies to the extent to which they are available under any Government Plan or would be available without charge if this coverage was not in effect. (Benefits available under a Government Plan must be accessed first before any benefits are payable under this Coverage.)
- e Additional, duplicate or replacement appliances or devices. However, subject to prior written approval by Liberty Health, this exclusion will not apply if the replacement is required as a result of a pathological change or because the existing appliance or device can no longer be made serviceable due to normal wear and tear.
- e Self-inflicted injury.
- e Committing, or attempting to commit, a criminal act under legislation in the jurisdiction where the act was attempted or committed.
- e Completion of claim forms or other documentation, transfer of medical files or failing to keep a scheduled appointment.
- e Drugs, injectables, supplies or appliances which are experimental or which are not approved by the Health Protection Branch of Health & Welfare Canada for use in Canada.
- Care, services or supplies used as treatment in relation to a lifestyle choice, as determined by Liberty Health, where such treatment is within the discretion of the Covered Person and is not Medically Necessary.
- e Benefits or that part of benefits which cease to be payable under any Government Plan.

- **Drugs** or medicines, services or supplies which have been self-prescribed, or prescribed by a family member for a Covered Person.
- e Drugs, medicines, services or supplies required for the condition requiring hospitalization while the Covered Person is an In-patient in a Hospital.
- e Service agreements.
- e Services or supplies to the extent to which they are covered under the Deluxe Travel Coverage included under the same Contract.

CONVERSION OPTION

If your employment with the Employer terminates, you have the right to convert your Extended Health Care Coverage to an individual plan without providing Proof of Good Health. In addition, if one of your Dependents ceases to qualify **as** a Dependent under the Contract, he or she also has the right to convert the Extended Health Care Coverage to an individual plan without providing Proof of Good Health. Please refer to the section entitled "Converting Group Coverage to **an** Individual Policy" for details.

DENTAL CARE COVERAGE

FOR YOU AND YOUR DEPENDENTS

DEFINITIONS

The following definition applies exclusively within the description of this Coverage:

Eligible Expense means the charge actually made for a service or supply which is included in the List of Eligible Dental Services made a part of this coverage, provided the charge does not exceed the amount specified in the applicable fee guide described in the Summary of Coverages.

PAYMENT OF BENEFITS

If a Covered Person incurs Eligible Expenses on or after the effective date of coverage, Liberty Health will reimburse you according to the Reimbursement Percentage outlined in the *Summary of Coverages*, provided such Eligible Expenses are:

- for services or supplies specified in the List of Eligible Dental Services for Dental Care Coverage;
- for services or supplies provided or ordered by a Dentist (When services provided by a Denturist are covered, the services may also be rendered by a Duly Licensed Denturist);
- in excess of any applicable deductible shown in the Summary of Coverages; and
- not in excess of
 - any maximum amount specified in the applicable fee guide described in the Summary of Coverages; or
 - Reasonable and Customary Charges, as determined by Liberty Health, for expenses not included in the applicable fee guide described in the Summary of Coverages.

The Reimbursement Percentage, deductible, applicable fee guide and maximums are described in the Summary of Coverages.

If a Covered Person incurs expenses outside his or her province of residence, Liberty Health will not pay an amount which is greater than it would pay for such expenses when incurred in the province of residence.

Pre-determination of Benefits

Where a course of treatment is expected to cost more than \$300, a treatment plan should be prepared by the Covered Person's Dentist/Denturist and submitted to Liberty Health for approval **before** the dental treatment begins. The treatment plan should outline the proposed procedures and itemized charges and include relevant X-rays. Liberty Health will review the treatment plan and advise the Covered Person of the amount payable under this Coverage. Once the treatment plan is approved, the treatment must be completed within 12 months.

Where a range of fees, individual consideration or laboratory charges are included, Liberty Health will determine the amount payable.

Any pre-determination of benefits obtained from Liberty Health will only contain information related to the allowable benefits under this coverage. It does not entitle a Covered Person to benefits where individual maximums or frequency limitations have been exceeded.

Alternate Benefit Provision

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

DENTAL PLAN

LIST OF ELIGIBLE DENTAL SERVICES

The following List of Eligible Dental Services provides a general description of the services covered under your Dental Plan. Determination of the actual dental procedure codes which are eligible for each listed service will be made by Liberty Health.

In-office and commercial laboratory charges applicable to eligible dental services will be an Eligible Expense under your Dental Plan and will be payable at the same Reimbursement Percentage as the related dental service.

PLAN 9

EXAMINATIONS

- Complete oral examination (once every three years)
- Recall oral examination (once every six months)
- Periodontal recall examination
- Specific oral examination
- Emergency examination

CONSULTATIONS

- Consultation with patient (Two units of time every 12 months)
- Consultation with another dentist

PROFESSIONAL VISITS

- House call
- Unscheduled office/institutional appointment

DIAGNOSTIC SERVICES

- Radiographic examination (X-ray), complete series intra-oral films (once every three years)
- Periapical films
- Occlusal films
- Bitewing films (once every six months)
- Extra-oral films
- Sinus examination
- Sialography
- Use of radiopaque dyes to determine lesions
- Temporomandibular joint films
- Panoramic film (once every three years)
- Cephalometric films
- Tracing of radiographs
- Interpretation of radiographs from another source
- Hand and wrist films (as diagnostic aid for dental treatment)
- Tomography

TESTS AND LABORATORY EXAMINATIONS

Microbiological test for determination of pathologic agents
Bacteriological tests for determination of dental caries susceptibility
Biopsy, soft-hard tissue
Cytological test

PREVENTIVE SERVICES

Polishing (one unit of time every six months)
Scaling
Preventive recall package (once every six months)
Fluoride treatment
Oral hygiene instruction (once every six months)
Oral hygiene re-instruction (once every six months)
Interproximal discing of teeth

ENDODONTIC SERVICES

Pulpotomy
Root canal therapy - standard/retreatment
Apexification
Reinsertion of dentogenic media
Apicoectomy/apical curettage
Retrofilling
Root amputation
Hemisection
Exploratory endodontic surgery
Intentional removal, apical filling and replantation
Perforations/resorptive defect, pulp chamber repair or root repair
Isolation of endodontic tooth
Chemical bleaching of endodontically-treated tooth
Emergency procedures
Replantation, avulsed tooth
Repositioning of traumatically displaced teeth

PERIODONTAL SERVICES (DIAGNOSIS AND TREATMENT OF GUM TISSUE)

Application of displacement dressing
Oral manifestations, oral mucosal disorders
Desensitization
Surgical curettage
Gingivoplasty
Gingivectomy
Flap approach with osteoplasty/osteotomy
Flap approach with curettage
~~Soft~~ tissue grafts
Free connective tissue grafts
Osseous grafts
Distal wedge procedure
Post-surgical treatment
Periodontal abscess or pericoronitis
Vestibuloplasty

ADJUNCTIVE PERIODONTAL SERVICES

Provisional splinting or ligation
Removal of fixed periodontal splints
Occlusal equilibration (eight units of time every 12 months)
Root planing
Periodontal appliances (including bruxism appliance)
Adjustments, maintenance, repair to periodontal appliances

RESTORATIVE SERVICES

Caries/trauma/pain control
A**m****a****l****g****a****m** restorations
Retentive pins
Stainless steel/plastic full coverage preformed restorations
Tooth-coloured restorations, acid etch/non-acid etch technique

DENTURE REPAIRS, REBASING, RELINING

Minor denture adjustments more than three months following insertion of dentures
Denture repairs/additions
Denture relining and rebasing
Denture remakes
Denture tissue conditioning
Resetting of teeth

SURGICAL SERVICES

Gingival fiber incision
Removal of erupted tooth
Removal of impacted tooth
Removal of residual root
Surgical exposure of tooth
Transplantation of erupted tooth
Surgical repositioning of teeth
Enucleation of unerupted tooth
Alveoloplasty
Excision, removal of bone
Reduction of bone, tuberosity
Gingivoplasty and/or stomatoplasty
Surgical excisions (cysts and tumours)
Surgical incision and drainage
Fractures
Uncomplicated laceration repair
Frenectomy
Management of TMJ dislocation
Sialotithotomy
Antral surgery
Hemorrhage control
Post-surgical care

ANAESTHESIA

Local anaesthesia

General anaesthesia

Deep sedation

Inhalation technique/intravenous sedation

Intra-muscular injections of sedative drug (one unit)

ADJUNCTIVE GENERAL SERVICES

Drugs (therapeutic injections)

SPACE MAINTAINERS

Space maintainers

RIDER 2

PROSTHODONTIC SERVICES - REMOVABLE

Diagnostic casts, unmounted

Diagnostic casts, mounted, using face bow transfer

Complete dentures (once every five years)

Partial dentures (once every five years)

Major denture adjustments, more than three months after insertion of dentures

RIDER 3

DIAGNOSTIC SERVICES

Orthodontic casts

OBSERVATION AND ADJUSTMENT

Observation

Observation and adjustment

ORTHODONTIC APPLIANCES

Removable appliances

Fixed appliances

Retention appliances

Appliances to control oral habits

Myofunctional therapy

Repairs, alterations, recementations, separation

Removal of fixed orthodontic appliances

Adjustment, repair and maintenance of appliances to control oral habits

RIDER 4

MAJOR RESTORATIVE SERVICES

(ONCE EVERY FIVE YEARS)

Gold foil restorations
Metal inlay and onlay restorations
Composite inlay and onlay restorations
Porcelain/ceramic inlay and onlay restorations
Retentive pins
Post and/or core (including amalgam/composite cores)
Crowns
Metal transfer coping
Plastic repair
Porcelain repair
Natural tooth preparation
Metal cast coping crowns
Crowns made to existing partial denture clasp
Recement crown, inlay, onlay, post
Removal of crown, inlay, onlay

FIXED PROSTHODONTIC SERVICES

(ONCE EVERY FIVE YEARS)

Pontics
Repairs
Retainers
Retainers: inlay, onlay
Abutment preparation under existing partial denture clasp
Splinting
Retentive pins for retainers

EXCLUSIONS

Liberty Health will not pay benefits for expenses incurred for or in connection with:

- e Any dental procedure which is not included in the List of Eligible Dental Services.
- e Temporomandibular joint-related problems.
- e Dental care, services or supplies which are primarily for cosmetic purposes, as determined by Liberty Health.
- e Conditions arising from war (whether or not war is declared), participation in any civil commotion, insurrection or riot, or while serving in the armed forces.
- e Services or supplies for which the Covered Person is entitled to receive benefits or reimbursement under any Government Plan.
- e Services or supplies which would be available without charge if this coverage was not in effect.
- e Self-inflicted injury.
- e Committing, or attempting to commit, a criminal act under legislation in the jurisdiction where the act was attempted or committed.
- e Completion of claim forms or other documentation, transfer of files or failing to keep a scheduled appointment.
- e Implants.
- e Laboratory fees which exceed Reasonable and Customary Charges, as determined by Liberty Health

CONVERSION OPTION

If your employment with the Employer terminates, you have the right to convert this coverage to an individual plan. In addition, if one of your Dependents ceases to qualify as a Dependent under the Contract, he or she also has the right to convert this coverage to an individual plan. Please refer to the section entitled "Converting Group Coverage to an Individual Policy" for details.

120