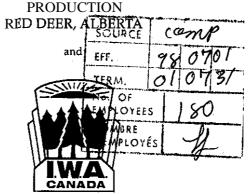
COLLECTIVE AGREEMENT

Between

TRAVELAIRE CANADA LIMITED



INDUSTRIAL, WOOD AND ALLIED WORKERS OF CANADA Local 1-207

C.L.C.

JULY 1, 1998

to

JULY 31, 2001

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COLLECTIVE AGREEMENT

Between

TRAVELAIRE CANADA LIMITED PRODUCTION RED DEER, ALBERTA

and



INDUSTRIAL, WOOD AND ALLIED WORKERS OF CANADA Local 1-207

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AGREEMENT

THIS AGREEMENT shall he effective as and from the 1st day of July, 1998.

between

TRAVELAIRE CANADA LIMITED Red Deer, Alberta

(hereinafter called "The Company")

and

INDUSTRIAL, WOOD AND ALLIED WORKERS OF CANADA LOCAL 1-207 Edmonton, Alberta

(hereinafter called "The Union")

PREAMBLE

The purpose **of** this Agreement is **to** establish and maintain Collective Bargaining relations between the Parties hereto; to providemachinery for the prompt and equitable disposition of grievances; to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions herein contained and to promote the mutual interest **of** the Company and the Union in the operation of the Company's plant towards a realization **of** maximum quantity and quality of output.

<u>A</u>

Section 1

The Company recognizes the Union as the sole collective bargaining agency for all employees of the Company at its manufacturing plants at Red Deer. Alberta. excluding Salesmen, Quality Control Inspectors, Foremen, those above the rank of foreman and those employed solely in field construction.

Section 2

The Company and the Union will, by mutual agreement, meet to discuss wages and working conditions and adjusting those matters which are agreed upon and come within the scope of collectivebargaining between the Company and the employees.

ARTICLE II - MANAGEMENT RIGHTS

Section 1

The Union acknowledges that themanagement of the industrial enterprise in which the Company is engaged and the decisions inherent therein are vested exclusively in the Company. The Company also has the right to manage and direct the work force.

The Union and the Company agree that they will honour their respective responsibilities under the Collective Agreement.

ARTICLE III - COMMITTEES

Forthepurpose of the Agreement when the word "Committee" is used it shall mean Plant Committee, members of which are appointed by the Union.

Section 2

The Committee shall consist of not less than three (3) employees and not more than seven (7) employees who are members of the Union, and wherever possible, they shall be selected on a departmental basis.

Section 3

The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members of the Committee. The Union or Committee will inform the Company in writing when any member change takes place on the Committee. No member of the Committee will be recognized by the Company unless the above procedure is carried out.

Accredited officials of I.W.A, CANADA shall have the right to participate in any negotiations and/or grievances.

ARTICLE IV - UNION SECURITY

Section 1

All employees of the Company shall within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendardays after entering employment, whichever date last occurs become members of the Union and maintain membershiptherein throughout the term of this Agreement, as a condition of continued employment.

Section 2

Any employee who is a member of good standing, or is reinstated **as** a member of the Union, shall, as a condition of continued employment, maintain such membership in **good** standing throughout the term of this Agreement.

Section 3

Any employee who fails to maintain his membership in the Union as prescribed herein. by reason of refusal to pay dues and assessments, shall be subject to discharge after seven (7) days written notice to the Company of the said employee's refusal to maintain membership

Section 4

(a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the I.W.A. CANADA National Constitution, and in accordance with the By-Laws of the Local Union 1-207. (b) Any employee who applies to join the Union, pursuant to the provisions herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

The Company shall require all new employees, at the time of hiring, to execute the following assignment of wages in duplicate, the forms to be supplied by the Union:

I.W.A, CANADA CHECK-OFF

Name of Employer			
Name of Employee			
Operation			
Address —			
Addless			
Social Insurance No.			
Arc you a member of the I.W.A.			
In what operation were you last employed?			
Local Union			
I hereby authorize and instruct you to deduct from my wages			
and remit to Local 1-207 the following in payment of the			
amounts set below:.			
I. Union Initiation Fee in the amount of \$			
2. Union Back Dues in the amount of \$			
3. Union Dues \$per month, commencing			
4. Union Assessments in the amount and at the time			
stated in notice received by you from the Local Union			
designated above.			
APPLICATION FOR MEMBERSHIP			
I hereby request and accept membership in the I.W.A			
CANADA, Local 1-207 and agreetoabide by the Constitution			
and By-Laws of the organization. In case of misstatement of			
qualification for membership I agree to forfeit all rights			
privileges and moneys paid.			
Signature of Applicant/Employee			
Clock No.			
(Duplicate copy to be forwarded to Local Union Office)			
6-			

Thisassignment in the case of employees already members of the Union shall be effective immediately, and far those employees not previously members of the Union it shall become effective thirty (30) calendar days from the date of execution. The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named herein not less often than once each month, with a written statement of names of employees for whom the deductions were made and the amount of each deduction.

Section 6

The Company shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Unionafter the execution of this Agreement or after the employee enters the employment of the Company, whichever date last occurs.

ARTICLE V - STATUTORY HOLIDAYS

Section 1

Employees shall not he entitled to items in this Article until they have completed thirty -four (34) continuous weeks, except for items covered by the Employment Standards Act.

Section 2

In the event that a Statutory Holiday falls **on** a Saturday or Sunday, the preceding Friday, or the following Monday, or any other day designated by either the Provincial or Federal Government, shall be observed as the Holiday.

(a) An employee who qualifies for the following Holidays; namely,

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

under the conditions set out in (b) of this section, shall be paid for the holiday at his regular rate of pay for his regular work schedule. It is agreed that the hours so paid for the Statutory Holiday will not be included in the weekly work schedule. An employee working on a paid holiday shall be paid the overtime rate for hours worked, in addition to receiving the straight-time holiday pay for which he may qualify.

(b) An employee. to qualify for Statutory Holiday Pay, must have been on the payroll thirty (30) days during the twelve (12) months preceding, and must have worked his last regularly scheduled shift before, and his first regularly scheduled shift after the holiday, unless his absence is duc to compensable injury or illness, or due to authorized leave of absence. In the case of injury or illness, the employer shall have the right to request a certificate from a qualified medical practitioner.

(c) Notwithstanding b) above, the employee must have worked one (1) day before and one (1) day after the holiday, **both** of which must fall within a period of sixty (60) calendar days.

Employees on Weekly Indemnity during this **period** will he paid by the insurance company for all Statutory Holidays.

(d) In the event of a Statutory Holiday falling on a Tuesday, Wednesday or Thursday, and when the Company and the Committee mutually agree, the said holiday may he observed the preceding Monday or the following Friday respectively.

ARTICLE VI - HOURS OF WORK

Section 1

All hours worked in excess of eight (8) hours in any one day shall he paid at time and one-half (1 1/2). All hours worked in excess of twelve (12) hours in any one day shall he paid at double (2) time.

- (a) The regular hours of work shall consist of five (5) consecutive eight (8) hour days, commencing on Monday and ending on Friday.
- (b) No employee shall work in excess of five (5) hours in any one (1) day without a thirty (30) minute lunch break.

The first four (4) hours worked on a Saturday shall he paid for at time and one-half (1 1/2). All work in excess of Four (4) hours on Saturdays, and all hours worked on Sundays shall be paid at double (2) time, regardless of the number of hours worked in the regular work week.

Section 4

It is agreed between the Parties that if one (1) hour or less is necessary after midnight Friday or after midnight preceding a Statutory Holiday in order to complete the shift which commenced on Friday afternoon or the afternoon preceding the Statutory Holiday, the time worked after midnight to complete the shift would be paid at double (2) time.

Section 5

The Company shall post notices in the plant stating details of starting arid ending time of shifts, and shall give forty-eight (48) hours notice of changes thereof

Section 6

All employees shall be entitled to two (2) fifteen (15) minute rest periods during each regular shift.

At all times the Company shall have the right to use relief employees in implementing this provision.

Any employee working in excess of eight (8) hours will be entitled to an additional fifteen (15) minute rest period before the overtime commences.

Section 7

Changes to the hours **of** work may be made by mutual agreementbetweenthe Company and the Union upon a sixty-five percent **(65%)** vote of Union membership in favour **of** changes.

ARTICLE VII - EMPLOYEES SECURITY

Section 1

There shall be no discrimination, coercion, interference or restraintby the Companyor by the Union or by representatives of either Party against any employee because **of** race, creed, color, sex, religion or national origin.

The Company will comply with Provincial legislation prohibiting discrimination on the basis of sexual orientation.

Section 2

Employees whose regular jobs are not in the Bargaining Unit shall not work on jobs which are included in the Bargaining Unit except for training, instructing, or for short periods in order to keep the production line operating.

The expulsion of an employee from membership in the Union shall not be deemed cause for dismissal, except for nonpayment of Union Dues.

ARTICLE VIII - SENIORITY

Section 1

- (a) The Company recognizes the principle of seniority. In the application **of** seniority, it shall be determined by Company seniority.
- (b) All new employees hired after July 1, 1989, after completing thirty-four (34) consecutive weeks of employment shall become regular employees entitled to full privileges hereunder, except as hereinafter stated. An employee's seniority shall commence from his date of last hire working for the Company in a bargaining unit Job.

Section 2

- (a) In the event of a reduction of the forces the last person hired shall be the first released provided the employee retained is able to perform the requirements of the job.
- (b) The Company will notify the employee or employees concerned of a layoff as follows:
 - (i) eight (8) hours notice for layoff of one-half (1/2) day to one (1) day;

- (ii) forty-eight (48) hours notice for layoff of twentyfour (24) hours to one (1) week;
- (iii) one (1) week notice for layoff of greater than one (1) week.

unless the lack of work is beyond the Company's control.

It is agreed between the parties that seniority during layoffs shall he retained on the following basis:

- (a) Employees with less than one (1) year's service shall retain their seniority for a period of six (6) months.
- (b) Employees with one (1) or more years service shall retain their seniority for one (1) year, <u>plus</u> one (1) additional month for each year's service, up to an additional six (6) months.

It shall be the Company's responsibility tomaintain an address fileofits employees and its hail be the employee's responsibility to notify the employer in writing of any change of address.

Section 4

(a) Vacancies for jobs above full time production as listed in Schedule "A" shall be posted in advance for aperiod of not less than two (2) working days. The Company will select from the applicants the most senior employee, provided he is capable of performing the job, to fill the vacancy. The Company will post the name of the successful bidder on a job posting within two (2) working days of close of hid.

- (b) After a trial period of not more than thirty (30) working days, where the employee selected is not able to perform the job satisfactorily, the employee shall revert to his forinerjob without loss of seniority.
- (c) This section shall not apply to temporary replacements of two (2) weeks or less necessitated by illness, injury, or other leave of absence, or to temporary replacements of longer duration for employees on vacation, but in filling these vacancies senior employees will be given preference.
- (d) There will be a spare crew leader to fill temporary absences of a duration of at least one (1) working day of the regular crew leader and spare crew leader shall receivecrew leader wage while performing crew leader duties, provided that the spare crew leader performs crew leader duties for at least one (1) working day.

The layoff of an employee with less than thirty-four (34) consecutive weeks of employment shall he deemed a discharge for just cause.

Section 6

It is agreed that upon the written request of the Union a list will be supplied by the Company setting out the name and starting date with the Company of each regular employee. However, such request shall not be granted more than two (2) times per year. The Company will advise the Union once each month of changes to the said list.

In the case where an employee has been transferred by the Company to a supervisory position and at a later date ceases to be a supervisory worker, it is hereby agreed that reinstatement can be made within the bargaining unit, provided, however, that the supervisory worker reinstated in the bargaining unit must return to the job held at the time of his promotion to a supervisory position. The employee will not accumulate seniority while a member of management.

Section 8

When increasing the work force, laid-off employees shall be recalled in the reverse order to which they were laid off, that is, the last person laid off will be the first recalled. Notification of recallofthose who cannot be contacted directly, shall be by registered mail to the last address which the employee shall have registered with the Company and the employee shall return or respond within ten (10) working days, otherwise seniority shall be lost.

ARTICLE IX - TECHNOLOGICAL CHANGE

Section 1

The Company shall give not less than ninety (90) days notice in advance **of** intent to institute technological changes which would involve the laying off of employees.

Employees laid off because of such technological changes shall be entitled to Severance Pay of one (1) week's pay for each fifty-two (52) weeks of service with the Company, to a maximum entitlement of twenty-six (26) weeks pay.

Section 3

When technological changes are implemented every effort will be made by the Company to retrain its employees to satisfactorily perform the new duties required of them.

Section 4

Improved working methods which do not involve technological change arc not covered by the preceding sections of this Article.

ARTICLE X - LEAVE OF ABSENCE

Section 1

Employees shall not be entitled to items in Article X, Sections 1,2,3,4,5 until they have completed thirty-four (34) continuous weeks.

The Company will grant leave of absence to employees suffering injury or illness subject to a medical certificate, if requested by the Company. Seniority will beaccumulated for such absence up to one (1) year.

The Company will grant maternity leave to all employees who are pregnant according to the Employment Standards Code.

Section 3

- (a) The Company will grantleave of absence to employees who are appointed or elected to Union Office for their term of office. The employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after completion of his term of employment with the Union.
- (b) The Company will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any negotiating committee of I.W.A. CANADA in order that they may carry out their duties on behalf of the Union.
- (c) The Company will grant leave of absence to employees to permit them to improve their education at a recognized educational institution as a full-time student for a period not to exceed one (1) year, provided the education is job related. The employee who obtains this leave of absence shall report for work to the Company within thirty (30) calendar days of the completion of his educational training.

The Company agrees to continue past practice and give consideration to employees requiring extended leaves of absence for special circumstances.

- (d) Seniority shall accumulate during leave of absence under this section.
- (e) in order for the employer to replace the employee with a competent substitute, it is agreed that before the employee receives his leave of absence. as set forth in clauses a), b) and c) above, the Company will be given duenotice in writing; in the case of a) twenty (20) calendar days; in the case of b) five (5) calendar days: and in the case of c) twenty (20) calendar days.

Section 4

Employees who have been in the continuous employ of the Company for thirty (30) calendar days are eligible for Funeral Leave not exceeding three (3) working days, upon the death of a member of their immediate family, i.e.:-

Father, Mother. Husband, Wife, Son, Daughter, Brother, Sister, Father-in-law, Mother-in-law. Stepfather, Stepmother. Legal Guardian, Grandparent, Grandchild, Stepchild, Ward. Brother-in-law, Sister-in-law, Son and Daughter-in-law and Grandparents-in-law.

Such Funeral Leave shall be paid for attheemployee's regular job rate of pay for his regular daily work schedule. Employees may be granted additional leave of absence, without pay, if it is necessary to be away for more than three (3) working days. Funeral Leave and any additional leave of absence must be approved by the employee's supervisor.

For the purpose of this section, common-law relationships shall be treated **as** if married provided the employee has **been** in a co-habitational relationship for more than twelve (12) months.

Section 5

- (a) Any regular full-time employee who is required to perform Jury Duty, Coroner's Duty, or as a Crown Witness or Coroner's Witness on a day which he would normally have worked will be reimbursed by the Company for the difference between the pay received for Jury Duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours of work in excess of eight (8) per day or forty (40) per week, less statutory pay received for Jury Duty. The employee will be required to furnish proof of Jury Service and Jury Duty pay received.
- (b) Hours paid for Jury Duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

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ARTICLE XI - GRIEVANCE PROCEDURE

The Company and the Union mutually agree that when a grievance arises coming under the terms of this Agreement it shall be taken up in the manner set out below without stoppage of work.

STEP 1

The individual employee, with a Job Steward, shall take the matter up withtheforemaninchargeofthework within two (2) working days from the time the complaint arose. The foreman must respond to the complaint within two (2) working days.

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(h) Travelaire will withdraw from the I.W.A.. Forest industry **Plan** effective December 31, 1986.

7. Dental Plan

The Company agrees to implement the following plan:

- All employees with one or more years seniority will be eligible.
- Premium costs to be shared eighty percent (80%) by the Company and twenty percent (20%) by the employee.

Plan to include: 80% Basic Dental

50% Extensive Dentistry

50% Orthodontics

as defined in Blue Cross proposal.

Section 2 25

If a grievance has not advanced to the next stage under Steps 2, 3 or 4 within the fifteen (15) calendar-day period after the completion **a** the preceding stage then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.

Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Committeethe said time limit shall not apply. The Union shall be bound to proceed in such case as quickly as may be reasonably possible.

Section 3

In the case **of** a dispute between the parties hereto regarding the interpretation or application of this Agreement which **is** not an employee grievance, either of the parties may refer the matter to arbitration **as** hereinafter provided.

ARTICLE XII - ARBITRATION

Section 1

In arbitration. the Company and the Union shall each select one (1) person; these two (2) people shall select a third party who shall act as chairman. Either party shall appoint its nominee not later than five (5) working days after receipt of written notice of the other party's nomination. This Arbitration Board shall convene and render a decision and such decision shall be final and binding on both parties to this Agreement. In the event of a failure of the two (2) people selected by the respective parties to select a third party as provided above, they shall ask the Provincial Minister of Labour to appoint a third party who shall be the Chairman.

Section 2

It is understood that the function of the Arbitration Boardshall be to interpret this Agreement and that it shall deal only with thespecific questions as submitted and shall have no power to alter, add to, or amend this Agreement.

The Arbitration Board shall have no power to decide questions involving general wage adjustments.

A grievance arising from a claim by an employee that his discipline, suspension and/or discharge was unjust and/or contrary to the terms of this Agreement must be dealt with in accordance with the grievance procedure by both parties through all stages and must be presented to the Company initially as a grievance, not later than fifteen (15) days after the discipline, suspension and/or discharge became effective, In case of discharge, the Company will notify the employee in writing thereason for discharge within two (2) working days.

In the event an Arbitration Board reduces. varies or nullifies a suspension or discharge, the employee shall be reinstated with all rights and privileges without loss of pay, forthe period of time (less monies earned in that period) that the Arbitration Board reduces, varies or nullifies the suspension or discharge.

Section 4

Each party to this Agreement shall pay all expenses of the member of the Arbitration Board selected by it and share equally in the fees and expenses of the third member of the Board.

Section 5

The parties may by mutual agreement use a one (1) person arbitrator and shall share equally in the arbitrator's expenses.

ARTICLE XIII - STRIKES AND LOCKOUTS

Section 1

There shall be no strikes **or** lockouts by **the** parties to this Agreement with respect to any matter arising out of the Agreement during the term **of** this Agreement.

Section 2

It shall not be considered a violation of this Agreement for employees to respect a legally established picket line of a bona fide Trade Union provided such picket line blocks entrance to the employer's premises, and has been authorized by the Trade Union.

Section 1

Employees shall not be entitled to items in this Article until they have completed thirty-four (34) continuous weeks, except for items covered by the Employment Standards Act.

Section 2

Every employee shall be entitled to vacations as follows:

(a) Employees with less than two (2) years service shall be entitled to two (2) weeks vacation each year with pay during such period calculated at four percent (4%) of his/her total earnings.

- (b) Employees with overtwo (2) years and up to four (4) years service shall he entitled to **two** (2) weeks vacation each year with pay during such period calculated at five percent (5%) of his/her total earnings.
- (c) Employees with over four (4) years service shall be entitled to three (3) weeks vacation each year with pay during such period calculated at seven percent (7%) of his/her total earnings.
- (d) Employees with over twelve (12) years of service will be entitled to four (4) weeks vacation each year with pay during such periodcalculated at ninepercent (9%) of his/her total earnings.

If a Statutory Holiday falls during an employee's vacation such employee shall be entitled to one (1) additional day off.

Vacations for employees shall be taken at such time as mutually agreed upon by the Committee and the Company. Date or dates for annual vacations **will** be posted in January of each year.

Section 5

The following shall beconsidered as days actually worked for determining vacations and vacation pay for an employee:-

- (a) Absenceon Workers' Compensation up to aperind of one (1) year, provided the employee returns to his/her employment.
- (b) Absence due to illness up to a period of one (1) year provided the employeer eturns to his/her employment. The employer shall have the right to require a certificate from a qualified medical practitioner.

ARTICLE XV - CALL TIME

Section 1

Any employee who is scheduled to work and on reporting finds no work available, due to reasons beyond his or her control, shall be entitled to four (4) hours pay at his or her regular rate. This shall not apply when the Company gives twenty-four (24) hours notice canceling said call.

Section 2

If the employee commences work, their regular daily scheduled hours at his or her regular rate will be paid, except where the cessation of work is caused by conditions beyond the control of the Company.

Any employee who is called in because of an emergency before or after his or her regular shift, shall receive a minimum of four (4) hours pay or the overtime earned, whichever is greater. Employees shall not be required to remain at work after the emergency is over, except that they shall work their regular shift. If the employee is called in less than one (1) hour prior to the heginning of his or her regular shift, then this shall not he considered an emergency and regular overtime rates shall apply.

ARTICLE XVI - GENERAL

Section 1

- (a) On each pay day the Company shall provide to each employee an itemized statement setting out the total number of hours worked by the employee concerned during the immediately preceding pay period, the rate of wage applicable to him, all deductions made from his wages whatsoever, the purpose for which suchdeductions weremade, the total amount actually payable to him, and other such information as may from time to time he agreed upon by the parties.
- (b) Pay days shall be every second Friday and any adjustments in pay shall be corrected on the next regular work day, except when additional time is required because of abnormal circumstances.

The Company agrees that the Union may post notices of Union business, authorized by the President of the Local Union, on a notice board supplied by the Company.

Section 3

An employeehurt in an industrial accident shall be paid for the loss of time on the day he was injured, at his regular earnings.

Section 4

The Company and the Union desire that each employee be familiar with the provisions of this Agreement and his rights and duties under it. **For** this reason, the Union will have the Agreement printed in booklet form and the Management will give a copy to each employee. The **cost of** such printing to be shared equally by the Company and the Union.

Section 5

The Company agrees that it will not bring contractors or subcontractors into the plant to perform production work currently being performed within the bargaining unit unless such contract employees become members of the Union and pay dues from the first day of employment.

Section 6

Official Union representatives shall have access to the Company's operations by authorization from an official of the Company.

It is mutually agreed between the parties that if job conditions change due to the introduction of new methods, or revision of work practices, which necessitate the revision of duties or responsibilities of any employee, the Company will establish temporary rates of which the Union will be informed within seven (7) days. Any such rates established shall be based on comparison with existing rates for similar or related jobs as set out in the Wage Schedule of this Agreement.

After a trial periodoftwenty (20) working days or anextension of this time by mutual agreement between the parties the job rates will be negotiated between the parties and when agreement is reached, changed rate or rates agreed upon will be retroactive to the beginning of the trial period and will become part of the Wage Schedule.

Section 8

The Company will supply, at no cost to the employee, all safety equipment required by the Company or by applicable Alberta Legislation. The Company will reimburse full time employees for safety boots in the amount of fifty **dollars** (\$50.00)per year or one hundred dollars (\$100.00)every two (2) years on proof of payment. The Company will reimburse full time employees for prescription safety glasses in the amount of one hundred, fifty dollars (\$150.00)every two (2) years on proof of payment.

The Company agrees that it will allow the Plant Committee to announce Union meetings over the intercom system not later than the second coffee break on the day of such meeting.

Section 10

Futureoffice workers contracts will be negotiated althe same time as the plant contract is negotiated, subject to agreement by both parties.

Section 11

The Company agrees to show the Union dues deductions for an employee on the employee's T-4 slip.

Section 12

The Company will supply coveralls to full time welders and employees working in frame preparation.

Section 13

In the event that an employee is alleged io have violated the Company rules, regulations. or any provision of the Collective Agreement, a written warning detailing the alleged violation shall be delivered to the said employee, the Union, and the Payroll officer detailing the alleged violation. In the event that the employee is suspended as a result of the alleged violation. the periodof suspension shall be specified in the warning slip.

Where the alleged violation does not result in suspension of theemployee, the warning slip relating to that allegedviolation shall be destroyed by the Company upon the expiration of six (6) months from the date of alleged violation, provided the employee has not been the subject of any further allegation of violation of Company rules, regulations, or any provision of the Collective Agreement during the said six (6) month period.

Section 14

All Letters of Understanding shall form and become part of this Collective Agreement.

ARTICLE XVII - ACCIDENT PUEVENTION. COMMITTEE

Section 1

An Accident Prevention Committee shall be established consisting of six (6) persons, equally representative of the Company and the employees. The three (3) employee representatives will be elected through a vote supervised by the Union. The Production Manager shall be the Chairman of this Committee when required, and shall be an ex-officio member of this Committee.

The Company will pay overtimejob rates not exceeding two (2) hours per week to such Safety Committee for the actual time spent in attending safety meetings outside of their work hours.

Where Safety Meetings are held during working hours with the consent of the employer, the employees will not be deducted for attending such meetings or investigations into accidents.

Section 4

In the case of a fatal accident, the Accident Prevention Committee in the operation shall, within forty-eight (48) hours, conduct an investigation into such fatal accident.

Section 5

Any employee or all employees working in the immediate proximity when a fatal accident has occurred may without discrimination refrain from working the balance of the shift.

Section 6

The Safety Committee will have a safety tour of the operation and a Safety Committee meeting once each month.

Section 7

The Company will comply with all Provincial safety legislation.

ARTICLE XVIII - WAGES

The Wage Schedule "A" as attached to this Agreement is approved by both parties and forms and becomes part of this Agreement.

ARTICLE XIX - FIRST AID TRAINING

Employees of the Company who, by mutual agreement, train or retrain for First Aid Certificates, on courses approved by the Company, will be compensated in the following manner:.

- (a) The Company will pay the cost of course tuition and materials required to those employees who pass the course and who have remained in the Company's employ for six (6) months after passing.
- (b) The Company will not deduct time from the designated First Aid Attendant's wages for time spent on First Aid activities during regular working hours.
- (c) The Company will pay an additional ten cents (\$.10) per hour to designated First Aid Attendants who have achieved their first level First Aid Certificates and fifteen cents (\$.15) per hour to designated First Aid Attendants who have achieved a higher level First Aid Certificate.
- (d) When first aid training is offered it shall beoffered to employees on a seniority basis.

ARTICLE XX - DURATION OF AGREEMENT

The parties heretomutually agree that this Agreement shall be effective on and after the 1st day of July 1998, to and including the 31st day of July 2001, and thereafter from year to year unless written notice to commence collective bargaining is given within ninety (90) days and not less than thirty (30) days by either party provided however that such written notice shall not affect pension contributions.

The notice required hereunder shall be validly and sufficiently served at the office of the Company and the Local office of the Union at least thirty (30) days prior to the expiry date of the Agreement.

if no agreement is reached at the expiration of this Agreement and notice to commence collective bargaining has been served, the Agreement shall remain in effect until an agreement is reached or until a strike/lockout commences, whichever occurs first.

TRAVELAIRE CANADA	I.W.A. CANADA
LIMITED	LOCAL 1- 207
FOR	FOR:

SCHEDULE "A"

CLASSIFICATION AND WAGES

The following groups are in the Division. An employee shall enter into a group in which a majority of the work will be done upon completion of thirty-four (34) continuous weeks according to the position held at the time.

	Effective July 1/98	Effective July 1/99	Effective July 1/00
Senior Ticketed Welde	er17.60	17.95	18.15
Senior Maintenance	16.95	17.20	17.40
Welders			
Ticketed/3rd yr. Apprentice 2nd yr. Apprentice 1st yr. Apprentice	16.20 13.50 10.80	16.55 13.80 11.05	16.75 13.95 11.15
Crew Leaders	15.00	15.40	15.70
Full Time Production	13.60	14.00	14.30

Probationary

Weeks of work will accumulate from hire date of January 5, 1998.

	Effective Sept. 1/98
0 - 34	Y. 00
34 - 60	9,35
60 - 120	9.70
120+	10.00

SHIFT DIFFERENTIAL

Second Shift twenty-five cents (\$.25).

Third Shift thirty-two cents (\$.32).

The Incentive Program instituted effective January 6, 1992, will be continued in its present form subject to any amendments recommended by the Incentive Committee which may be mutually acceptable to both parties and subject to are vision of the standard hours necessitated by changes in salaries and benefits.

Seniority employees to be fit into Classification structure set out, above but shall be red circled until their rate is the same **as** the Group rate in which they are working.

Seniority Bonus Plan:

- (a) which will be payable to all employees who have five
 (5) or more years of continuous service with the Company;
- (b) which will be payable at the rate of ten dollars (\$10.00) for each full year of service completed by the employee with the Company effective as of December 1st, of the year in question;
- (c) which will be payable on the pay period immediately preceding December 25th, of each year; and
- (d) which will be payable providing that the Company has enjoyed Gross Sales of its products exceeding \$22.5 Million forthemost recent fiscal year preceding the bonus payment.

SCHEDULE "B"

EMPLOYEE BENEFIT PLANS

Employees shall not be eligible for any coverage under this Schedule of the Collective Agreement until they have completed thirty-four (34) continuous weeks.

- I. Group Life and A. D. & D. in the amount of \$35,000.00 (effective September I. 1994).
- 2. Alberta Health Care.
- 3. Company Plan equivalent to Alberta Blue Cross.
- 4. Weekly indemnity in the amount of seventy percent (70%) of employee's earnings for thirty-nine (39) weeks - effective first day of accident and fourth day of sickness, or first day of sickness if hospitalized.

The benefits will be extended to fifty-two (52) weeks if approved by a joint committee comprised of Company and Union appointees (each case would be assessed individually).

5. The Company agrees to pay eighty percent (80%) of the monthly premium cost of the above plans.

6. Travelaire - I.W.A. Pension Plan

- (a) The Travelaire I.W.A. Pension Plan will provide a benefit level of thirty-five dollars (\$35.00) per month per year of service for service by employees up to December 31, 1986:
- (b) The Travelaire I.W.A. Pension Plan will provide a benefit level of twenty-five dollars (\$25.00) per month per year of service for service by employees from January 1, 1987 up to June 30, 1994:
- (c) The Travelaire-I.W.A. Pension Plan will provide a benefit level of thirty dollars (\$30.00) per month per year of service for service by employees after July 1, 1994;
- (d) The Travelaire I.W.A. Pension Plan will provide a benefit level of thirty-five dollars (\$35.00) per month, per year of serviceforserviceby employees after January 1, 1999.
- (e) Effective January 1, 1999, the Company will contribute a minimum of one dollar (\$1.00) per hour worked by each employee into the Pension Plan.
- (f) Contribution rate of one dollar (\$1.00) per hour shall not he the subject of collective bargaining until after December 31, 2005.
- (g) The Travelaire I.W.A. Pension Plan will be jointly Trusteed. The Company and Union will each appoint two (2) regular and one (1) alternate Trustee.

(h) Travelaire will withdraw from the I.W.A.. Forest Industry Plan effective December 31, 1986.

7. Dental Plan

The Company agrees to implement the following plan:

- All employees with one or more years seniority will be eligible.
- Premium costs to be shared eighty percent (80%) by the Company and twenty percent (20%) by the employee.

Plan to include: 80% Basic Dental

50% Extensive Dentistry

50% Orthodontics

as defined in Blue Cross proposal.

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SAFETY

Comes from man's mastery of his environment and of himself. It is won by individual effort and group co-operation.

It can be achieved only by informed, alert, skillful people who respect themselves and have a regard for the welfare of others.



EMPLOYEE GROUP BENEFITS



Canada Limited

1119201)

PLAN DETAILS

For the Union Employees of

TRAVELAIRE CANADA LTD.

Policy # 73633



Underwritten by: SUN LIFE OF CANADA

Administered by: WSG BENEFIT CONSULTANTS LTD.

This booklet gives only a brief outline of the plan and does not create or confer any rights. The exact terms of the plan are described in the policyholder's legal contract. In the event of a discrepancy between this booklet and the group contract, the terms of the contract will be applicable

SCHEDULE OF BENEFITS

GROUP LIFE INSURANCE

All employees \$35,000

Non-evidence maximum: \$35,000 Overall maximum: \$35,000

Coverage terminates: at the earlier of retirement or age 70

ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

All employees an amount equal to your Life Insurance

Coverage terminates: at the earlier of retirement or age 70

OPTIONAL LIFE INSURANCE

(underwritten by the Co-operators)

All employees units of \$10,000 to a maximum of \$300,000

All amounts of insurance are subject to evidence of insurability.

Coverage terminates: at the earlier of retirement or age 70

OPTIONAL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE (underwritten **by** the Co-Operators)

All employees units of \$10,000 to a maximum of \$250,000

Coverage terminates: at the earlier of retirement or age 70

SHORT TERM DISABILITY INSURANCE

All employees 70% of weekly earnings

Non-evidence maximum: \$600 Overall maximum: \$600

Benefits begin on: 1st day of disability due to an accident

1st day of hospitalization

4th day of disability due to an illness

Benefits are payable: for up to 39 weeks

Coverage terminates: at the earlier of retirement or age 70

DENTAL CARE INSURANCE

All employees & their basic 80%

eligible dependents endodontic &

periodontal 80% major 50%

For qualified dependent

children younger than age 20 orthodontic 50%

Annual maximum: \$2,000 per insured individual for basic,

endodontic & periodontal services and for major restorative services combined

major restorative services combined

Lifetime maximum: \$1,000 for orthodontic treatment only

Benefits are paid in accordance with the current Dental Association Fee

Schedule.

Coverage terminates: at the earlier of retirement or age 70

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EXTENDED HEALTH CARE INSURANCE

Deductible: single: \$25 family: \$25

The deductible does not apply to hospital benefits.

Ali employees & their hospital (private) 100%

eligible dependents professional & medical

care coverages 100% prescription drugs 100% vision care nil

Maximum: unlimited

Coverage terminates: at the earlier of retirement or age 70

WAITING PERIOD FOR ALL BENEFITS

EXCEPT DENTAL ONE MONTH

DENTAL BENEFITS: TWELVE MONTHS

You and your dependents have 30 days from the date yon become eligible to apply for the group insurance. If you apply later than 30 days after your eligibility date, yon and your dependents must provide proof of good health. The effective date of your coverage will be the date the Insurer approves the medical evidence.

GENERAL PROVISIONS

General Provisions

Eligibility

To be eligible for group benefits, you must meet the following conditions:

you are a permanent employee.

you are actively working for your employer at least 20 hours a week or, for Short Term Disability benefits, at least the minimum of hours specified in the Unemployment Insurance Act.

you have completed the waiting period stated in the Schedule of Benefits.

You are considered to be actively working if you are performing all the usual and customary duties of your job with your employer for the scheduled number of hours. This includes scheduled non-working days and paid vacation days if you are actively working on the last scheduled working day. You are not considered to be actively at work if you are receiving disability benefits or are participating in a partial disability or rehabilitation program.

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

Who qualifies as your dependent

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

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

Your children and your spouse's children, who are unmarried and under age 21, are eligible dependents.

A child who is attending college or university as a full-time student is also considered an eligible dependent until the age of 25 as long as the child is entirely dependent on you for financial support.

If a child becomes handicapped before the age of 21, the Insurer will continue coverage after the age of 21 as long as:

the child is incapable of financial self-support because of a physical or mental disability, and

• the child depends on you for financial support and maintenance, and remains unmarried.

In these cases, you must notify the Insurer within 31 days of the dependent's 21st birthday.

When coverage begins

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

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

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

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

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

Changes affecting your coverage

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

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

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

- if proof of good health is required, the change cannot take effect before the Insurer approves the proof of good health.
- if you are not actively working when the change occurs or when the Insurer approves proof of good health, the change cannot take effect before you return to active work.
- if a dependent, other than a newborn child, is hospitalized on the date when the change occurs, the change in the dependent's coverage cannot take effect before the dependent is discharged and is actively pursuing normal activities.

Updating your records

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

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

When coverage ends

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

• the date your employment ends or you retire.

the date you are no longer actively working.

the end of the period for which premiums have been paid to the insurer for your coverage.

• the date the group contract ends.

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

• the date your coverage ends.

the date the dependent is no longer an eligible dependent.

• the end of the period for which premiums have been paid for the dependent coverage.

Making Claims

You should contact your employer to get the proper form to make a claim. There are time limits for making claims. These limits are discussed in the appropriate sections of this employee benefits booklet.

Proof of disability

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

Coordination of benefits

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

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

• if you are claiming expenses for your spouse and the spouse is covered for those expenses under another plan, you must send the claim to your spouse's plan first.

if you claiming expenses for your children, and both you and your spouse have coverage under different plans, you must claim under the plan of the parent with the earlier birthday (month and day) in the calendar year. For example, if your birthday is May I and your spouse's birthday is June 5, you must claim under your plan first.

the maximum amount that you can receive from all plans for eligible expenses is 100% of actual expenses.

Medical examination

The Insurer can require you to have an independent medical examination if you make a claim for benefits and will pay for the cost of the examination. If you fail or refuse to have this examination, benefits will not be issued.

Recovering overpayments

The insurer has the right to recover all overpayment of benefits either by deducting from other benefits or by any other available legal means.

If you recover damages from another person

The Insurer has the right to part of any money you recover through legal action or settlement from another person, organization or company who caused your disability.

If you decide to take legal action, you must comply with the applicable terms of the group contract concerning legal action.

If you recover money, you must reimburse the Insurer 75% of your net recovery or the total disability income benefits paid or payable to you under this plan, whichever is less. Your net recovery does not include your legal costs. Seventy-five percent of your net recovery must be held in trust for the Insurer.

The Insurer has the right to withhold or discontinue disability income payments **if** you refuse or fail **to** comply with any of these terms.

Definitions

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

Accident

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

Appropriate treatment

Appropriate treatment is defined as any treatment that is performed and prescribed by a doctor or, when the Insurer believes it is necessary, by a medical specialist. It must be the usual and reasonable treatment for the condition and must be provided as frequently as is usually required by the condition. It must not be limited solely to examinations or testing.

Basic earnings

Basic earnings is the salary you receive from your employer excluding any bonus, overtime or incentive pay (unless specifically stated otherwise).

If you are a commissioned salesperson, basic earnings are your average earnings over the past 2 years, including commissions. If employed less than 2 years, basic earnings are your average earnings since your date of hire, including commissions.

Doctor

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

Illness

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

DISABILITY BENEFITS

8.96.SUN.DIS

Short-Term Disability (Weekly Indemnity)

General description of the coverage

Short-Term Disability coverage provides a benefit if you are totally disabled as a result **of** an accident or an illness. You qualify for this benefit if you present proof of claim acceptable to the Insurer that:

- you became totally disabled while covered,
- you are under the regular care and attendance of a physician or surgeon, and
- you have been following appropriate treatment for the disability.

For the purposes of your Short-Term Disability coverage, you will **be** considered totally disabled while you are continuously unable to do the essential duties of your own occupation.

Disability payments

You will receive a benefit as stated in the Schedule of Benefits. Benefits are paid at the end of each week for which you are entitled to payments. Benefits will be reduced by any income you receive:

under a motor vehicle insurance plan which provides disability benefits under any government law to the extent that the law does not prohibit such a deduction.

under a group plan, including a multi-employer **group** plan.

as part of a salary continuance received from your employer during your disability.

After the first 17 weeks of total disability, when the maximum benefit period is more than 17 weeks, the amount of weekly benefit will be directly reduced by the sum of the following benefits that you receive for the same total disability period:

- Income Replacement Benefits for the same or subsequent disability under any government-sponsored plan, including amounts payable on behalf of a dependent, but excluding unemployment insurance benefits or automatic cost-of-living increases under any government-sponsored plan that occurs after benefits begin.
- under a retirement or pension plan of the employer, as a result of your disability or a medical condition.
- under any coverage resulting from your membership in an association *of* any kind.

If the amount calculated for your benefit exceeds 85% of your pre-disability basic earnings (after income tax, if the benefit is non-taxable), your Short-Term Disability payment is reduced by the excess.

If you are eligible for any income amounts above and do not apply for them, the Insurer will still consider them part **of** your income and may estimate those benefits and use those amounts when calculating your payments.

If you receive any of the income amounts above in a lump sum, the Insurer will determine the equivalent compensation this represents on a weekly basis using generally accepted accounting principles.

The Insurer will not take into account any benefits that began before your disability began. However, increases in any of those benefits as a result of your disability will be taken into account.

When Disability payments begin

Should you become totally disabled because of an accident or illness, you will be eligible for Short Term Disability payments once the applicable elimination periods as shown in the Schedule of Benefits have been satisfied.

If you become totally disabled during a a lay-off or approved leave and your coverage continues during this time, you will be eligible for benefit payments following your scheduled return to full-time work with your employer. You must have been totally disabled for at least the elimination period as indicated in the Schedule of Benefits and still be totally disabled on the date you are scheduled to return to full-time work with your employer.

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Interrupted periods of disability

If you had a total disability for which the Insurer paid Short-Term Disability benefits and total disability occurs again within 2 weeks due **to** the same or related causes, the Insurer may consider it a continuation **of** your previous total disability. You must be covered when the total disability reoccurs.

These benefits will be based on the same earnings level as on the original date of disability and will be paid for no longer than the rest of the maximum benefit period.

Rehabilitation program

You may be required to participate in a rehabilitation program approved by the Insurer.

It may include the involvement of the rehabilitation specialist, part-time work, working in another occupation or vocational training to help you become capable of full-time employment.

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The decision to approve or continue a rehabilitation program will be made solely by the Insurer. Such factors as financial considerations and the merits of rehabilitation will be considered.

During your rehabilitation program, you may receive Short-Term Disability payments plus income from other sources, However, if during any week your total income is more than 100% of your pre-disability basic earnings (less provincial and federal income taxes if your benefit is non-taxable), your Short-Term Disability payments will be reduced by the excess.

You should consider participating in a rehabilitation program as soon as possible after becoming totally disabled.

When payments end

Your Short-Term Disability payments end on the earlier of the following dates:

the date you are no longer disabled.

- the end **of a** maximum benefit period as indicated in the Schedule **of** Benefits
- the date you retire on pension.

the date you die.

Payments after coverage ends

If the Short-Term Disability coverage terminates while you are totally disabled, you are entitled to continue receiving payments, as long as your total disability is uninterrupted, as if the coverage were still in effect.

What is not covered

Benefits will not be payable for any period **of** Total Disability under the following circumstances:

you are not receiving appropriate treatment.

you do any work for wage or profit except as approved by the Insurer.

you are not participating in an approved rehabilitation program, if required by the Insurer.

 you are on a leave of absence, strike or lay-off. However, if you become totally disabled before a notice of separation is given, payments continue while you are totally disabled, but not beyond the end of the maximum benefit period.

> you are absent from Canada longer than 4 weeks due to any reason, unless the Insurer agrees in writing in advance to pay benefits during the period.

> you are serving a prison sentence or are confined in a similar institution.

The Insurer will not consider you totally disabled if your disability results from drug or alcohol abuse. However, this limitation will not apply while you are participating in a treatment program which is approved in writing by the Insurer.

The Insurer will not pay benefits during a maternity and/or parental leave allowed by law or agreed to with your employer, unless legislation or regulation requires your employer to pay benefits during this period. (In some provinces, employers with a benefit plan are required to provide benefits to an employee during the health-related portion of her maternity leave.) Maternity leave agreed to with your employer will begin on the date you and your employer have agreed will be the start of your leave or the date the child is born, whichever is earlier. The leave will end on the date you and your employer have agreed that you will return to active, full-time work or the actual date you return to active, full-time work, whichever is earlier. Parental leave is the period of time that you and your employer have agreed on.

The Insurer will not pay if benefits are payable to you under any Workers' Compensation Act or similar legislation.

The Insurer will not pay for total disability resulting from:

• the hostile action of any armed forces, insurrection or participation in any riot or civil commotion.

8.96,SUN,WI,9

intentionally self-inflicted injuries or attempted suicide, while sane or insane.

participation in a criminal offence.

When and how to make a claim

To make a claim, claim forms that are available from your employer must be completed. **You,** the attending doctor and your employer will all have to complete claim forms.

In order for you to receive benefits, the Insurer must receive the completed forms no later than 30 days after your total disability begins.

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

No legal action may be brought by you more than one year after the date the Insurer must receive your claim forms or more than one year after Short-Term Disability benefits cease.

LIFE BENEFITS

8.96,SUN.GL

Life Benefits

General description of the coverage

Your Life coverage provides a benefit for your beneficiary if you die while covered. The amount of your Life coverage (shown in the Schedule of Benefits) in effect on the date of your death will be paid when the Insurer receives due written proof **of** death.

Who will be paid

If **you** die while covered, the Insurer will pay the full amount of your benefit to your last named beneficiary on file with the Insurer.

If you have not named a beneficiary, the benefit amount will be paid to your estate. Anyone can be your beneficiary. You can change your beneficiary at any time, unless a law prevents you from doing **so** or you indicate that the beneficiary is not to be changed by filing a new designation form. The change will be effective on the date the form is signed, but it will not apply to any payment made by the Insurer prior to the date the form is received by the Insurer.

Coverage during total disability

If you become totally disabled before you retire **or** reach age 65, whichever is earlier, Life coverage may continue without the payment of premiums as long as you are totally disabled. Proof of total disability would be required within 12 months of disability and periodically thereafter.

Converting Life coverage

When your Life coverage ends or reduces, you may apply to convert the group Life coverage to an individual Life policy with the Insurer without providing proof of good health.

The request **must** be made within 31 days after ceasing to be protected under this coverage.

There are a number of rules and conditions in the group contract that apply to converting this coverage, including the maximum amount that can be converted.

When and how to make a claim

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

General description of this coverage

Accidental Death & Dismemberment coverage provides benefits if, due to an accident occurring while covered, you die or suffer any of the losses listed in the table under What will be paid. **Any** death benefit paid under this coverage is in addition to the Life coverage.

What will be paid

The Insurer will pay for this benefit if you:

accidentally drown

• disappear in an accident while traveling. This only applies if the means **of** transportation disappears, sinks, is wrecked, forced to land or stranded and the body is not found within one year. There must be no evidence that you are still alive.

arc in an accident or exposed to the elements and, as a direct result, you suffer one of the losses listed below within one year **of** that accident or exposure.

8.96.SUN.AD.1

The amount that the Insurer will pay **is** a percentage of Accidental Death & Dismemberment coverage. The percentage depends on the loss suffered. The following table shows the percentages used to determine payment.

TABLE OF LOSSES

Loss of life	100%
Loss of both arms or both legs	100%
Loss of both bands or both feet	100%
Loss of one hand and one foot	100%
Loss of one hand or one foot, and entire sight of one eye	100%
Loss of one arm or one leg	75%
Loss of one hand or one <i>foot</i>	75%
Loss of four fingers on the same hand	33 1/3%
Loss of thumb and index finger on the same hand	33 1/3%
Loss of four toes on the same foot	25%
Loss of use of both arms or both legs	100%
Loss of use of both hands or both feet	100%
Loss of use of one arm or one leg	75%
Loss of use of one hand or one foot	75%
Loss of entire sight of both eyes	100%
Loss of speech and loss of hearing in both ears 8.96.SUN.AD.2	100%

Loss of entire sight of one eye Loss of speech Loss of hearing in both ears Loss of hearing in one ear	75% 75% 75% 25%
Quadriplegia	200%
Paraplegia	200%
Hemiplegia	2 00%

Only the largest percentage is paid for injuries to the same limb resulting from the same accident. The Insurer will not pay more than 100% of the amount of coverage if an accident results in more than one loss. This does not include quadriplegia, paraplegia or hemiplegia, where the Insurer will pay a maximum of 200%.

Loss of an arm means that it was severed at or above the elbow. Loss of a hand means it was severed at or above the wrist. Loss of a leg means that it was severed at or above the knee. Loss of a foot means that it was severed at *or* above the ankle. Loss of a thumb, finger or toe means that it was severed at or above the first joint from the hand or foot. Loss of sight, speech or hearing must be total and permanent.

Loss of use must be total and for at least one year. The Insurer must then determine that the loss is permanent before the benefit is paid.

8.96.SUN,AD,3

Limit on benefit amounts

If more than one person covered by the group contract is eligible for benefits resulting from the same accident, the Insurer will pay up to a maximum of \$3,000,000 for all claims related to the accident.

If the total amount of benefits payable for the accident is more than \$3,000,000, then the Insurer will pay for each person a percentage of the \$3,000,000 that is equal to the percentage the person would have received of the total payable.

Additional benefits

In addition to your Accidental Death & Dismemberment payment, additional benefits are available. There are specific conditions that apply to each benefit and you can get more information about these from the Insurer when these benefits apply.

Repatriation benefit:

Pays up to \$10,000 for the return of your body if you die more than 100 kilometres away from your home.

Rehabilitation program:

Pays **up** to \$10,000 of your expenses in a rehabilitation program.

Spouse occupational training: Pays up to \$5,000 to your spouse for occupational training if you die.

8.96.SUN.AD.4

• Child education benefit:

Pays 5% of the amount of coverage up to \$5,000, each year up to a maximum of 4 years, to cover a dependent child's tuition fees in a post-secondary school if you die.

• Family transportation benefit:

Pays up to \$5,000 for hotel accommodations for a family member if you are hospitalized more than 150 kilometres away from home.

• Day Care benefit:

Pays an additional 5% per year of the benefit payable, to a maximum of \$5,000 per year for 4 years, to cover the cost of day care for a dependent child if you die.

• Home/ VehicleAlteration benefit:

Pays up to \$10,000 of your expenses to make your residence wheel-chair accessible and habitable or your vehicle accessible or driveable.

Seat belt benefit:

Pays an additional 10% of the benefit payable for a motor vehicle accident, if the covered person was wearing a seat belt.

The Insurer will not pay for a service to the extent that it is reimbursed from other sources or covered under another benefit of this plan.

8.96.SUN.AD.5

Coverage during total disability

If you become totally disabled while covered and premiums are no longer payable for Life coverage, this Accidental Death & Dismemberment coverage will continue without premiums, but not beyond age 65.

Any amount of coverage continued is subject to the terms of this group plan when total disability began.

What is not covered

The Insurer will not pay for losses that are the result of:

- self-inflicted injuries, by firearm or otherwise.
- attempted suicide or suicide while sane or insane.
- flying in, descending from or being exposed to any hazard related to an aircraft while
 - receiving flying lessons.
 - performing any duties in connection with the aircraft.
 - being flown for a parachute jump.
 - a member of the armed forces if the aircraft is under the control of or chartered by the armed forces.

8.96.SUN,AD.6

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

Converting coverage

If your Accidental Death & Dismemberment coverage ends or reduces, and if you apply to convert your group Life coverage to an individual Life policy, you may also apply at that time to have an Accidental Death & Dismemberment benefit attached to the individual Life policy.

There are a number of rules and conditions in the group contract that apply to converting this coverage, including the maximum amount that can be converted.

When and how to make a claim

If you suffer a loss other than death, a claim must be received by the Insurer within one year after the loss.

If the claim is the result of a death, the claim should be made as soon as possible after the death occurred.

Claim forms are available from your employer.

8,96.SUN.AD.7

Optional Life Coverage

(underwritten by The Co-operators)

General description of the coverage

If you or your Spouse dies while insured for an Optional amount of Life Insurance, the optional amount in force for you and/ or your spouse will be paid when the Insurer receives due written proof of death.

Converting life coverage

If your Optional Life coverage ends because of termination of employment, the benefit on the life of you and/or your spouse may be converted to an individual life insurance policy, provided the age is younger than 65. Evidence of insurability is not required. The amount converted cannot exceed the amount of Optional Life Insurance in effect when the benefit ended and is limited to a maximum of \$200,000. This conversion must be at least equal to the minimum amount for which the Insurer will issue an individual policy for the plan chosen.

The premium for the individual policy will be based on the Insurer's rate as of the effective date of the individual policy, according to the plan of insurance chosen, the amount of insurance converted and you or your spouse's attained age.

You and/or your spouse must apply for the individual policy and pay the first premium within 31 days after ceasing to be insured for the amount Optional Life Insurance. The individual policy will 8.96.COP.OL.1

be effective on the day following the expiration of the 31 day period.

Extension of Benefit

The Optional Life coverage provides a benefit if you or your spouse dies within 31 days after ceasing to be insured for an amount of Optional Life Insurance. The amount of the benefit is equal to the amount of Optional Life Insurance you or your spouse are entitled to convert.

Waiver of Premium

If you are totally disabled and the premiums for the Basic Life coverage are being waived, premiums for this Optional Life coverage will also be waived.

To Whom Payable

Any benefit payable on account of you **or** your spouse's death will be paid to the designated beneficiary. If no beneficiary has been designated, the insurance shall be paid to the estate.

Proof of Claim

Written proof of a claim must be given to the Insurer not later the six months after the date of death.

This description is a summary of the principal features of the plan which is governed by the terms of the insurance contracts with The Co-Operators.

8.96.COP.OL.2

Optional Accidental Death & Dismemberment Coverage

(underwritten by The Co-operators)

Eligibility

If you are an active, full-time employee and satisfy the eligibility requirements of the current life insurance carrier, you are eligible for insurance under this policy.

Coverage

You are covered twenty-four hours a day anywhere in the world for losses resulting from "injuries".

You may elect either of the following schedules of insurance:

Plan I - Employee Only

You may select any amount of coverage from a minimum of \$10,000 to a maximum of \$250,000 in increments of \$10,000. When combined with the Basic Accidental Death and Dismemberment Coverage, the combined total under both plans may not exceed \$500,000.

Plan I - Family Coverage

You may select any amount of coverage from a minimum of \$10,000 to a maximum of \$250,000 in increments of \$10,000. When combined with the Basic Accidental Death and Dismemberment Coverage, the combined total under both plans may not exceed \$500,000.

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- (i) If you have a spouse but no dependent children, the spouse will be insured for 50% of the principal sum.
- (ii) If you have a spouse and dependent children, the spouse will be insured for 40% of the principal sum. Each dependent child will be insured for 10% of the principal sum, to a maximum of \$25,000.
- (iii) If you have dependent children, but no spouse, each dependent child will be insured for 20% of the principal sum to a maximum of \$50,000.

Loss Schedule

When "injuries" result in any of the following specified losses within 365 days from the date of the accident, the Insurer will pay for:

Loss of life Loss of both hands, both feet or sight of both	Principal Sum Principal Sum
Loss of one hand and one foot	Principal Sum
Loss of speech & hearing in both ears	Principal Sum
Loss of use of both arms, both hands	Principal Sum
Loss of one arm or one leg	3/4 of principal sum
Loss of use of one arm or one leg	3/4 of principal sum
Loss of one hand or one foot	2/3 of principal sum
Loss of use of one hand	2/3 of principal sum
Loss of speech or hearing in both ears	1/2 of principal sum
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Optional AD&D

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or at least four fingers of one hand	1/3 of principal sum
Loss of hearing in one ear	1/6 of principal sum
Loss of all toes of one foot	1/8 of principal sum

Quadriplegia (total paralysis of both	
upper and lower limbs)	200%
Paraplegia (total paralysis of both	
lower limbs)	200%
Hemiplegia (total paralysis of upper and lower limbs	
of one side of the body)	200%

For "injuries" to the same limb resulting from any one accident, only one of the amounts shown above (the largest applicable) will be paid.

Notwithstanding the amounts specified above, the maximum amount payable under this plan for ail losses sustained as a result **of** the same accident will not exceed the principal sum, with the exception of paraplegia, quadriplegia and hemiplegia.

What constitutes loss is described in the Master Contract.

Aggregate Limit

The aggregate limit for all protected persons involved in any one air travel accident is \$2,500,000.

8.96.COP.VADD.3

Waiver of Premiums

If you become totally and permanently disabled and your claim for Waiver of Premium Benefit has been approved and accepted by the Group Life Plan underwriter, then premiums due under this plan will also **be** waived until the earliest of:

the date you attain age 65 or 70, as indicated in the Schedule of Benefits.

the date the Master Policy is terminated; and

the date of your recovery or death.

Repatriation Benefit

In the event that your accidental death occurs not less than one hundred and fifty (150) kilometers from the your normal place of residence and indemnity for such loss becomes payable in accordance with the terms of this policy, the Insurer will pay the reasonable and customary expenses incurred for the transportation of your body to the first (1st) resting place (including but not limited to a funeral home or the place of interment) in proximity to your normal place of residence of the deceased; including charges for the preparation of the body for such transportation, but not to exceed in aggregate the amount of ten thousand dollars (\$10,000) for all such expenses.

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Benefits payable under this coverage will be limited to only one policy in the event this coverage **is** contained in two or more policies issued to your employer by the Insurer.

Special Education Benefit

If "injuries" result in your accidental death within 365 days of the date of the accident, the Insurer shall pay the lesser of five percent of the principal sum or \$10,000 to any covered dependent who is eligible for the Education benefit.

A covered dependent shall be eligible for the Education Benefit if such dependent was enrolled as a full-time student in any institution of higher learning beyond the 12th grade level, or was at the 12th grade level and subsequently enrolls as a full-time student in an institution of higher learning within 365 days following your death.

The Education benefit is payable for a maximum of four consecutive annual payments, provided that your covered dependent eligible for the Education benefit continues education as a full-time student in an institution of higher learning.

8.96.COP.VADD.5

Exclusions

This plan does not cover:

- suicide, or self-inflicted injury while sane or insane;
- injuries caused by an act of declared or undeclared war, or participation in any riot;
- travel or flight in any aircraft, or descent from such aircraft, if the insured individual is a pilot or a member of the crew of the aircraft, or if such flight is made for the purposes of instruction, training or testing;
- committing, attempting or provoking an assault or criminal offense including without limitation driving a vehicle with alcohol in the blood in excess of 80 milligrams of alcohol per 100 milliliters of **blood.** A "vehicle" means a vehicle that is drawn, propelled or driven by any means other than muscular;
- any drug, poison, gas or intoxicant, taken, administered, absorbed or inhaled, voluntarily or otherwise (occupational related accidents excepted).

This description is a summary of the principal features of the plan which is governed by the terms & the insurance contracts with The Co-operators.

8.96.COP.VADD.6

DENTAL BENEFITS

Dental Care

General description of this coverage

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

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

For each dental procedure, the Insurer will only cover reasonable expenses. Payments will be based on the current Dental Association Fee Guide in the province where the employee lives at the time treatment is received.

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

If you receive any temporary dental service, it will be included as part of the final dental procedure used to correct the problem and not as a separate procedure.

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

Deductible

The deductible, as stated in the Schedule of Benefits, is the portion of claims you are responsible for paying.

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

Predetermination

You should submit an estimate, before the work is done, for any major treatment or any procedure that will cost more than \$300. Send a completed dental 'claim form that shows the treatment that the dentist is planning and the cost. Both you and the dentist will have to complete parts of the claim form. The Insurer will tell you how much of the planned treatment is covered. This way you will know how much of the cost you will be responsible for before the work is done.

Preventive dental procedures

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

Oral examinations

You are covered for the following complete, recall or specific oral examinations, Any examination must be separated from any other examination by at least 5 months.

- 1 complete examination every 36 months. A complete examination includes complete examination and charting of the hard and soft structures, periodontal charting, pulp vitality tests, recording history, treatment planning, case presentation and consultation with the patient.
- 1 recall or specific examination every 5 months. Recall and specific examinations include a complete examination of the hard and soft structures, checking occlusion, pulp vitality tests and consultation with the patient.

You are also covered for 1 exam per specialty every 36 months and for emergency examinations.

- specialty examinations include general or specific examinations for periodontics, oral surgery, prosthodontics and endodontics.
- an emergency examination includes an evaluation for acute pain or infection, and pulp vitality tests.

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X-rays

You are covered for all the following x-rays:

- 4 bitewing x-rays in any 12 month period. A bitewing x-ray is a routine check-up x-ray used to detect decay in molar teeth.
 - 1 complete series of x-rays or I panorex every 36 months. A complete set of x-rays is 10-14 individual x-rays, including bitewings, showing all the teeth in the mouth. A panorex is a large panoramic view of the entire mouth.
 - 4 x-rays of single teeth, called periapical x-rays, in any 60 day period.
 - 2 occlusal x-rays in any 12 month period.
 - 2 extra oral x-rays in any 12 month period.

Test and lab exams

Test and lab examinations covered by this benefit include microbiological tests, histological tests and cytological tests.

Polishing

Cleaning of teeth

Limited to 1 unit of 15 minutes every 5 months.

Scaling and root planing

Tartar removal

Scaling means removing calcium deposits above and below the gum line. Root planing is the final smoothing of rough tooth surfaces and removing any remaining calcium deposits.

You are covered for up to 10 units of 15 minutes of tartar removal in any 12 month period.

Topical fluoride treatment

You are covered for 2 treatments per year.

Oral hygiene instruction

You are covered for 1 unit of 15 minutes of instruction on how to brush and floss one time per lifetime.

Space maintainers and maintenance

You are covered for this procedure when a dentist has removed a primary tooth and an appliance is used to maintain the space for a permanent tooth.

You can only have I appliance per quadrant unless another tooth in that quadrant is subsequently lost. Teeth are divided into 4 quadrants: upper right, upper left, lower right and lower left.

This procedure includes the design, separation, fabrication, insertion, cementation, removal and 6 month follow-up care.

Maintenance includes adjustments and recementation, addition of clasps or activating wires, repairs and recementation, and 6 month follow-up care.

Caries, trauma and pain control

You are covered for sedative fillings that are applied **to** very deep cavities to reduce pain.

This procedure includes local anaesthesia, removal of decay or removal of existing restoration, occlusal adjustment, pulp cap and placement of a sedative filling.

Basic dental procedures

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

Fillings

You are covered for amalgam fillings (silver) and composite or acrylic fillings (white fillings). You are only covered for composite fillings in front teeth.

Retentive pins

You are covered for up to 3 retentive pins (for amalgam and composite fillings) per tooth.

Pre-fabricated metal or plastic restorations

This coverage is only available when a permanent crown is not to be installed. You are covered for pre-fabricated metal or plastic restorations, including stainless steel crown. Replacements must be separated by at least 36 months.

Pit and fissure sealants

This is **a** coating put on top of any pits or cracks in teeth to prevent cavities from forming. Only dependent children under 19 are covered for this treatment. A child is covered for 1 treatment per permanent molar tooth.

Endodontics

Endodontics is root canal therapy and root canal fillings, and treatment of disease of the pulp tissue.

You are covered for 1 standard treatment per tooth every 5 years. If root canal therapy is performed on the same tooth by the same dentist within 3 months of opening and drainage, pulpotomy or pulpectomy, the amount payable is reduced by the amount previously paid for such opening and drainage, pulpotomy or pulpectomy.

Endodontics include the following:

Apexification

Apicoectomy

Retrofilling

Root amputation

Hemisection

Vital pulpotomy

Periodontics

Periodontics is the treatment of bone and gum disease and includes the following:.

Periodontal surgery

If you have surgery, coverage depends on how many teeth are involved. You are covered for each type of surgery once every I2 months on the same surgical site.

Dental Benefits

- gingival curettage You are covered for 1 gingival curettage per site every 12 months.
- gingivoplasty You are covered for I gingivoplasty per site every 12 months.
- gingivectomy You are covered for 1 gingivectomy per site every 12 months.
- flap approach You are covered for 1 flap approach surgery per site every 12 months.
- grafts You are covered for 1 graft per site every 12 months.
- distal wedge procedure You are covered for 1 distal wedge procedure per site every 12 months.
- treatment of periodontal abscess or pericoronitis You are covered for 1 unit of 15 minutes per treatment and 2 units of 15 minutes in any 12 month period.
- provisional splinting You are covered for 1 unit of 15 minutes per joint. Replacements must be separated by at least 24 months.
- occlusal adjustment This treatment is only available when you have gum surgery.
- periodontal appliance includes impression, insertion and adjustments within 6 months of insertion. Replacements must be separated by at least 12 months.

• periodontal appliance adjustment or reline - You are covered for 1 unit of 15 minutes in any 12 month period.

Temporomandibular Joint (TMJ) Syndrome Procedures
The hinge joint of the jaw is called the temporomandibular joint or
TMJ. You are covered for TMJ procedures up to a per person
lifetime maximum of \$1000.

Oral Surgery

You are covered for:

- extraction of erupted tooth uncomplicated.
- extraction of erupted tooth complicated.
 extraction of impacted tooth soft tissue impaction.
- extraction of impacted tooth partial bone impaction.
 extraction of impacted tooth complete bone impaction.
 extraction of residual root.
- surgical exposure of impacted tooth.
 alveoloplasty.
- other procedures: stomatoplasty, remodelling mouth floor, vestibuloplasty, ridge reconstruction, and mucus fold extension; surgical excision of tumours; surgical excision of cysts; surgical incision and drainage; surgical removal of foreign body; repairs of lacerations; frenectomy; salivary gland treatment; and antral surgery.

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Related surgical services

You are covered for the following services only when you have eligible complicated oral surgery:

anaesthesia, including pre-anaesthetic evaluation and post-anaesthetic follow-up; general anaesthesia, deep sedation and provision of dental and anaesthetic facilities, equipment and supplies.

• conscious sedation: inhalation technique, intravenous sedation, intramuscular injections of sedative drugs; and combined techniques of inhalation plus intravenous or intramuscular injections.

therapeutic injections: administration of intramuscular drug injections.

Repairing, relining or rebasing dentures

Repairing dentures means fixing broken or damaged dentures This procedure includes 6 month follow-up care.

Relining dentures means adding material so that the dentures fit properly. Rebasing dentures means fitting dentures with a new base. You are covered for 1 reline or rebase in any 12 month period. These services include 6 month follow-up care.

Limitations & Exclusions

The Insurer will not pay for services or supplies payable in whole or in part under any legislation, except for user fees and extra billing if the legislation allows the user fees and extra billing.

The Insurer will only pay for a procedure that has a reasonably favourable prognosis in the opinion of the Insurer.

The Insurer will not pay for:

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

Dental Benefits

- the hostile action of any armed forces, insurrection or Participation in a riot or civil commotion.
- teeth malformed at birth or during development.
- participation in a criminal offence.

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

When and how to make a claim

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

In order to receive benefits, the claim must be submitted no later than 90 days after the earlier of:

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

The Insurer can require that you provide the dentist's statement of the treatment received, pre-treatment x-rays and any additional information that is considered necessary.

Major Dental Procedures

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

Inlays, onlays and gold foil restorations

Inlays and onlays are metal or porcelain fillings placed on the surface of the tooth. Inlays, onlays or gold foil restorations are only covered for teeth that cannot be restored with a regular filling because of extensive incisal or cusp damage. Replacements must be separated by at least 4 years.

Crowns

Crowns are only covered for teeth that cannot be restored with a regular filling because of extensive incisal or cusp damage. Replacements must be separated by at least 4 years. It does not include porcelain **or** porcelain fused to metal for molar teeth.

Veneers

Veneers are white facings put on the front **a** the tooth's surface. Veneers are only covered for teeth that cannot be restored with a regular filling as long as they are not used primarily to improve appearance, Replacements must be separated by at least 4 years.

Dentures

Full dentures.

Replacements must be separated by at least 4 years.

- standard dentures. This procedure includes treatment plan, initial and final impressions, jaw relations records, try-in insertion, occlusal equilibration, and follow-up care and adjustments for 6 months following insertion.
- standard immediate dentures. This procedure includes treatment pian, **impressions**, jaw relations records, tissue conditioner, insertion, occlusal equilibration, and follow-up care and adjustments for 6 months following insertion.

Partial dentures.

Replacements must be separated by at least 4 years. This procedure includes treatment plan, mouth preparation, initial and final impressions, jaw relations records, connectors, rests, clasps, and bases, framework try-in, try-in evaluation, insertion, occlusal equilibration, and follow-up care and adjustments for 6 months following insertion.

Remake, partial denture.

You are only covered when a replacement partial denture would be covered.

Fixed bridges

The alternate benefit provision may be applied, the Insurer will only pay for the least expensive alternate procedure when considering the cost of a bridge.

initial bridges. Limited to teeth extracted while you are covered under this plan.

- replacement bridges.
 - limited to teeth extracted while you are covered under this plan.

replacement bridges are covered provided the existing bridges are at least 4 years old.

Does not include porcelain or porcelain fused to metal abutments or pontics for molar teeth.

You are also covered for the following procedures:

repairing fixed bridges.

recementing fixed bridges.

Miscellaneous

• diagnostic casts - unmounted for prosthetic dentistry. **You** are covered for 1 diagnostic cast every 36 months.

retentive pins with inlays, onlays or crowns. This procedure is for the retention and preservation of the tooth. **You** are covered for 3 pins per tooth.

• retentive pins with fixed bridges. This procedure **is** for the retention and preservation of the tooth. You are covered for 3 pins per tooth.

cast metal post and core - custom made casting includes cast core. This procedure is for teeth which have had root canal therapy. **You** are covered for 1 post and core per tooth.

prefabricated **post**, prefabricated post and coremanufactured metal **post** - manufactured metal **post** and core. This procedure is for teeth which have had root canal therapy. **You** are covered for 1 post and core per tooth.

amalgam and pin crown build-up, composite and pin crown build-up. This procedure is for the retention and preservation of the tooth.

- repair of inlays, onlays or crowns.
- recement inlays, onlays or crowns. **You** are covered for 1 unit of 15 minutes per tooth every 6 months.

Orthodontic Procedures

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

Only children under age 20 are covered for these procedures.

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

The following orthodontic procedures are covered

orthodontic examination. This procedure includes diagnostic casts, complete radiograph series or panoramic film, cephalograms, facial and intraoral photographs, consultations and case presentation.

surgical exposure of impacted tooth. This procedure is covered for orthodontic purposes.

- fixed or removable orthodontic appliances. This procedure includes tooth movement or tooth guidance.
- orthodontic band splint.

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HEALTH BENEFITS

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Extended Health Care (Medicare Supplement)

General description of this coverage

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

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

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

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

The benefit year is from January 1 to December 31.

Deductible

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

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

Prescription drugs

Coverage includes the cost of drugs and contraceptives that are only available with a prescription as long as they are prescribed by a doctor or dentist and are obtained from a pharmacist. Diabetic and colostomy supplies are also covered.

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

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

The Insurer will not pay for the following, even when prescribed

the cost of giving injections, serums and vaccines.

medicines obtained from a doctor or dentist.

treatments for weight loss, including drugs, proteins and food or dietary supplements.

hair growth stimulants.

Hospital expenses in your province

The Insurer will cover hospital charges for room d board in the province where you live, up to the maximum amount payable as shown in the Schedule of Benefits. The deductible does not apply to these expenses.

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

- it follows at least 5 consecutive days of in-patient hospitalization,
- it begins within 24 days of release from the hospital, and it is primarily for rehabilitation.

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

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

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

Expenses out of your province

The Insurer will cover emergency medical services while you are outside the province where you live. An *emergency* is an acute, unexpected condition, illness, disease or injury that requires immediate assistance. The Insurer will pay 100% of the cost of qualified emergency services after you pay the deductible indicated in the Schedule of Benefits..

The Insurer will also cover *referred services* for the treatment of an illness and ordered in writing by a doctor located in the province where you live. The Insurer will pay 80% of the eligible costs of referred services after you pay the deductible. Your provincial plan must agree in writing to pay benefits for the referred services.

All referred services must be:

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

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

For both emergency and referred services, coverage includes the cost of:

hospital room as indicated in the Schedule of Benefits.

other hospital services provided outside of Canada.

out-patient services in a hospital.

• the services of a doctor.

The Insurer will only cover services obtained within 90 days of the date you leave the province where you live. If hospitalization occurs within this period, in-patient services are covered until the date you are discharged.

Medical services and equipment

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

out-of-hospital private duty nurse services when medically necessary. Services must be for nursing care, and not for custodial care. The private duty nurse must be a nurse, or nursing assistant, who is licensed, certified or registered in the province where you live and who does not normally live with you. The services of a registered nurse are eligible only when someone with lesser qualifications can not perform the duties. There is a limit of \$10,000 per person during any calendar year.

transportation in a licensed ambulance **if** medically necessary, that takes you to and from the nearest hospital that is able to provide the necessary medical services.

transportation in a licensed air ambulance if medically necessary, that takes you to the nearest hospital that provides the necessary emergency services.

dental services, including braces and splints, to repair damage to natural teeth caused by an accidental blow to the mouth that occurs while you are covered. These services must be received within 12 months of the accident. Coverage is limited to the fee stated in the current Dental Association Fee Guide for a general practitioner in the province where the employee lives at the time that treatment is received.

eye exams performed by an ophthalmologist or licensed optometrist, up **to** a maximum of \$50 per person over 2 benefit years, if not a covered expense under your provincial health care plan.

wigs following chemotherapy, up to a lifetime maximum of \$500 per person. Wigs do not require a doctor's order.

• equipment rented, or purchased upon the Insurer's approval, that is for temporary therapeutic use.

casts, splints, trusses, braces or crutches,

- breast prostheses required as a result of surgery, up to a maximum of \$200 per person in a benefit year.
- artificial limbs and eyes, excluding myoelectric appliances.
- stump socks, up to a maximum of 5 pairs per person in a benefit year.
- elastic support stockings, including pressure gradient hose, up to a maximum of 2 pairs per person in a benefit year.
- custom-made orthotic inserts for shoes, when prescribed by a doctor, podiatrist or chiropodist, up to a maximum of \$400 per person in 36 month period.
- custom-made othopaedic shoes or modifications of orthopaedic shoes when prescribed by a doctor, podiatrist or chiropodist, up to a maximum of \$400 per person in a benefit year.
- hearing aids prescribed by an ear, nose and throat specialist, up to a maximum of \$500 per person over a 60 month period.
- radiotherapy or coagulotherapy.
- oxygen, plasma and blood transfusions.
- glucometers prescribed by a medical doctor, up to a lifetime maximum of \$700 per person.

Paramedical services

The Insurer will cover up to a maximum of \$500 per person in a benefit year for each category of paramedical specialists listed below:

licensed speech therapists, psychologists, physiotherapists, acupuncturists or masseurs, when ordered by a doctor.

licensed osteopaths, chiropractors, podiatrists or naturopaths, including a maximum of one x-ray examination per specialty each benefit year.

What is not covered

The Insurer will not pay for the costs of:

services or supplies payable in whole or in part under any legislation, except for user fees and extra billing if the legislation allows the user fees and extra billing.

services or supplies to the extent that their costs exceed the reasonable and usual rates in the locality where the services or supplies are provided.

equipment that the Insurer considers ineligible (examples of this equipment are orthopaedic mattresses, exercise equipment, air-conditioning or air-purifying equipment, whirlpools, humidifiers, and equipment used to treat seasonal affective disorders).

any services or supplies that are not usually provided to treat an illness, including experimental treatments.

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

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

any work for which you were compensated that was not done for the employer who is providing this plan.

participation in a criminal offence

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

When and how to make a claim

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

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

the end of the benefit year during which you incur the expenses, or

the end of your Extended Health Care coverage.

Emergency Travel Assistance

General description of this coverage

Emergency Travel Assistance benefits are available to you the employee and all your eligible dependents when travelling outside the province where you live.

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

This benefit, called Medi-Passport, supplements the emergency portion of your Extended Health Care coverage. It only covers services that are obtained within 90 days of leaving your province of residence. **If** hospitalization occurs within this time period, in-patient services are covered until you are discharged.

Your Medi-Passport card should be included with your travel documents when you travel. It contains telephone numbers and the information needed to confirm your coverage and receive assistance.

Getting help

Should an emergency occur when travelling outside the province where you live the Worldwide Assistance Coordination Centre must be contacted for approval before any services are provided. If contact cannot be made before services are provided, contact should be made as soon as possible afterwards.

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

On the spot medical assistance

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

As soon as Worldwide Assistance is notified that you have a medical emergency, its staff, or a physician designated by Worldwide Assistance, will, when necessary, attempt to establish communications with the attending medical personnel to obtain an understanding of the situation and to monitor your condition. If necessary, Worldwide Assistance will also guarantee or advance payment of the expenses incurred to the provider of the medical service.

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

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

Transportation home or to a different medical facility

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

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

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

Meals and accommodation expenses

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

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

Travel expenses home if stranded

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

for you, if you have lost the use of a ticket home because you or a dependent had to be hospitalized as an in-patient, transported to a medical facility or repatriated; or

• for a child who is under the age of 16, mentally or physically handicapped, and left unattended while travelling with you when you are hospitalized outside the province where you live.

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

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

Travel expenses of family members

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

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

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

Repatriation

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

Vehicle return

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

Lost luggage or documents

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

Coordination of coverage

If you are covered under this group plan and certain other plans, the Insurer will coordinate payments with the other plans. The plan from which you make the **first claim** will be responsible for managing and assessing the claim. It has the right to recover from the other plans the expenses that exceed its share.

Limits on advances

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

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

Reimbursement of advances

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

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

Your responsibility for advances

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

any amounts which will be reimbursed to you by your provincial medicare plan.

that portion of any amount which exceeds the maximum amount of your coverage under this plan.

- amounts paid for services or supplies not covered by this plan.
- amounts which are your responsibility, such as deductibles and the percentage of expenses payable by you.

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

Limits on Travel Emergency Assistance coverage

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

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

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

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

Liability of the Insurer or Worldwide Assistance

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