

**COLLECTIVE AGREEMENT**

between

**TRAVELAIRE CANADA LTD.**  
Production  
Red Deer, Alberta

and

**I.W.A. CANADA, LOCAL 1-207**  
Edmonton, Alberta

**August 1<sup>st</sup>, 2001 – June 30<sup>th</sup>, 2003**

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## AGREEMENT

**THIS AGREEMENT shall be effective as and from the 1st day of August, 2001.**

between

**TRAVELAIRE CANADA LIMITED  
Red Deer, Alberta**

(hereinafter called "The Company")

and

**INDUSTRIAL, WOOD & 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 provide machinery 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.

### **ARTICLE I - BARGAINING AGENT**

#### **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 collective bargaining between the Company and the employees.

### **ARTICLE II - MANAGEMENT RIGHTS**

#### **Section 1**

The Union acknowledges that the management 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 Company shall always exercise its' rights in a fair and reasonable manner.

#### **Section 2**

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

## ARTICLE III - COMMITTEES

### Section 1

For the purpose 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.

### Section 4

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) calendar days after entering employment, whichever date last occurs become members of the Union and maintain membership therein 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.

Section 5

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**

Start Date \_\_\_\_\_  
Name of Employer \_\_\_\_\_  
Name of Employee \_\_\_\_\_  
Operation \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Social Insurance No. \_\_\_\_\_  
Are 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:-

1. Union Initiation Fee in the amount of \$ \_\_\_\_\_
2. Union Back Dues in the amount of \$ \_\_\_\_\_
3. Union Dues \$ \_\_\_\_\_ per month, commencing \_\_\_\_\_, 20\_\_\_\_\_.
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 agree to abide 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)**

This assignment in the case of employees already members of the Union shall be effective immediately, and for 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 Union after the execution of this Agreement or after the employee enters the employment of the Company, whichever date last occurs.

**ARTICLE V - GENERAL HOLIDAYS**

**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**

In the event that a General 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.

**Section 3**

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

- |                      |                  |
|----------------------|------------------|
| New Year's Day       | Thanksgiving Day |
| Good Friday          | Remembrance Day  |
| Victoria Day         | December 24th    |
| Canada Day           | Christmas Day    |
| August Civic Holiday | Boxing Day       |
| Labour 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 General 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 General 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 due 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 be paid by the insurance company for all General Holidays.

(d) In the event of a General Holiday falling on a Tuesday, Wednesday or Thursday, and when the Company and the Committee mutually agree, the said holiday may be 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 be paid at time and one-half (1 1/2). All hours worked in excess of twelve (12) hours in any one day shall be paid at double (2) time.

## Section 2

- (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.

## Section 3

The first four (4) hours worked on a Saturday shall be 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 General Holiday in order to complete the shift which commenced on Friday afternoon or the afternoon preceding the General 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 and 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 agreement between the 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 restraint by the Company or 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.

## Section 3

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 twenty-four (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.

### Section 3

It is agreed between the parties that seniority during layoffs shall be 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, plus one (1) additional month for each year's service, up to an additional six (6) months.

It shall be the Company's responsibility to maintain an address file of its employees and it shall 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 a period 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 bid.
- (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 former job 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 receive crew leader wage while performing crew leader duties, provided that the spare crew leader performs crew leader duties for at least one (1) working day.

#### Section 5

The layoff of an employee with less than thirty-four (34) consecutive weeks of employment shall be 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.

#### Section 7

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 recall of those 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.

## Section 2

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 are 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 be accumulated for such absence up to one (1) year.

## Section 2

The Company will grant maternity and parental in accordance with all Federal and Provincial Legislation including Regulations.

## Section 3

- (a) The Company will grant leave 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 due notice 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 at the employee'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.

### ARTICLE XI - GRIEVANCE PROCEDURE

#### Section 1

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 with the foreman in charge of the work within two (2) working days from the time the complaint arose. The foreman must respond to the complaint within two (2) working days.

## STEP 2

If a satisfactory settlement is not then reached it shall be reduced to writing by both parties, when the same employee and/or Union Committee member and/or Union Official shall take up the grievance with the Production Manager as designated by the Company.

## STEP 3

If the grievance is not then satisfactorily solved it shall be referred to an authorized representative of the Union and the General Manager of the Company.

## STEP 4

If a satisfactory settlement is not then reached it shall be dealt with by arbitration as hereinafter provided.

### Section 2

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 of 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 Committee the 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 Board shall be to interpret this Agreement and that it shall deal only with the specific 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.

### Section 3

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 the reason 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, for the period of time 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.

## **ARTICLE XIV - VACATIONS WITH PAY**

### 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 over two **(2)** years and **up** to four **(4)** years service shall be 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 period calculated at nine percent (9%) of his/her total earnings.

### Section 3

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

### Section 4

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. Employees requested to work during a vacation shutdown shall be determined by seniority amongst the employees who volunteer to work.

### Section 5

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

- (a) Absence on Workers' Compensation up to a period 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 employee returns 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.

### Section 3

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 beginning of his or her regular shift, then this shall not be 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 such deductions were made, the total amount actually payable to him, and other such information as may from time to time be 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.

### **Section 2**

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 employee hurt 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.

### **Section 7**

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 period of twenty (20) working days or an extension 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.

## Section 9

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

Future office workers contracts will be negotiated at the 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 to 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 period of suspension shall be specified in the warning slip.

Where the alleged violation does not result in suspension of the employee, the warning slip relating to that alleged violation 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.

## Section 15

The Company shall ensure that employees are advised that they have the right to be represented by a shop steward at any meeting that may lead to discipline.



## Section 16

Every employee shall be entitled to have access to their personnel and medical files so as to obtain their own personal information. The Company shall not disclose to any employee any information relating to any other employee without the prior written consent of that employee.

## Section 17

The Company will make contributions to the Union for a Union Education Fund. The contributions will be one cent (\$.01) per hour worked per employee effective August 1, 2002, for fulltime employees only.

## Section 18

The parties agree to meet and each make their best efforts to jointly develop a **Duty** to Accommodate and an Employee and Family Assistance Program within eighteen (18) months from November 12, 2001.

## ARTICLE XVII - ACCIDENT PREVENTION 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.

### Section 2

The Company will pay overtime job 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.

### Section 3

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.

## Section 8

A Union member of the Safety Committee shall be present for any safety tour or Occupational Health and Safety Officer inspection of the operation, provided that the tour or inspection occurs at a time when a Union member of the Safety Committee is available to attend. In the event that a Union member of the Safety Committee is not available then a copy of any report resulting from the tour or inspection shall be provided to the Safety Committee.

### 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 be offered to employees on a seniority basis.

**ARTICLE XX - DURATION OF AGREEMENT**

The parties hereto mutually agree that this Agreement shall be effective on and after the 1st day of August 2001, to and including the 30th day of June 2003, 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.

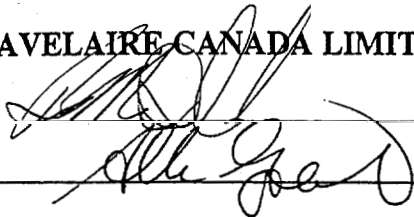
The notice required hereunder shall be validly and sufficiently served at the office of the Company and the Local office of the Union at least thirty (30) days prior to the expiry date of the Agreement.

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.

SIGNED THIS 11<sup>th</sup> DAY OF January, 20 02.

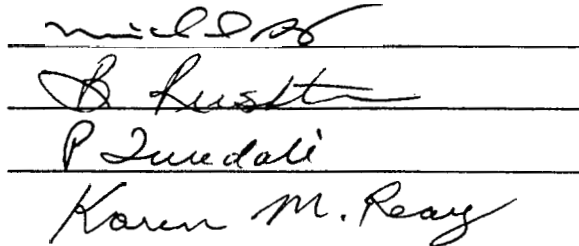
FOR

**TRAVELAIRE CANADA LIMITED**



FOR:

**I.W.A. CANADA, LOCAL 1-207**



**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.

	<b><u>Effective Aug. 1/01</u></b>	<b><u>Effective Nov. 1/01</u></b>	<b><u>Effective July 1/02</u></b>
Senior Ticketed Welder	18.50	18.85	19.35
Senior Maintenance Welders	17.75	18.10	18.60
Ticketed Welder	17.10	17.45	17.95
3rd yr. Apprentice	17.00	17.00	17.50
2nd yr. Apprentice	14.30	14.65	15.15
1st yr. Apprentice	11.50	11.85	12.35
Crew Leaders	16.05	16.40	16.90
Full Time Production	14.65	15.00	15.50
<u>Probationary</u>			
Weeks of work will accumulate from hire date of January 5, 1998.			
0 - 34 Weeks	9.65	10.25	10.50
34 - 60 Weeks	10.00	10.60	10.85
60 - 120 Weeks		10.95	11.20
120 + Weeks	<del>10.65</del>	11.25	11.50

**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 a revision 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 for the most 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.

1. Group Life and A. D. & D. in the amount of \$40,000.00 effective November 12, 2001 and increasing to \$45,000.00 effective July 1, 2002.
2. Alberta Health Care.
3. Company Plan equivalent to Alberta Blue Cross.  
Each eligible employee shall submit his or her group health care claim directly to the group health care provider used by the Company.
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 service for service by employees after January 1, 1999.
  - (e) 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.
  - (f) 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.

8. Plan Texts

The Company shall provide copies of all the benefit plan texts to the Union as it pertains to the benefit plans under the Collective Agreement and shall provide updated copies whenever changes are made.

LETTER OF UNDERSTANDING

between

TRAVELAIRE CANADA LIMITED  
PRODUCTION  
RED DEER, ALBERTA

and

INDUSTRIAL, WOOD AND ALLIED WORKERS OF CANADA  
LOCAL 1-207  
EDMONTON, ALBERTA

**Re: Hours of Work**

The parties agree that the hours of work for all employees, except shipping/rework and receiving department employees, shall be as follows:

Week 1 (which is the pay day week) - 7:00 am to 4:30 pm, Monday to Thursday inclusive.

Week 2 - 7:00 am to 4:30 pm, Monday to Thursday inclusive and 7:00 am to 3:00 pm on the Friday. Employees shall receive eight (8) hours' pay for the Friday.

The hours of work for shipping and receiving department employees shall continue as per the hours of work in effect as of November 9, 2001.

The above schedule shall be repeated every two (2) weeks.



For any hours worked outside of the above shift schedule the overtime provisions of the Collective Agreement shall apply. Any employee working in excess of nine (9) hours will be entitled to an additional fifteen (15) minutes rest period before the overtime commences.

Any changes to the above hours of work must be made in accordance with the Collective Agreement Article VI Section 7.

SIGNED THIS 11<sup>th</sup> DAY OF January, 20 02.


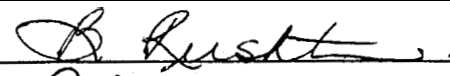
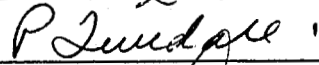
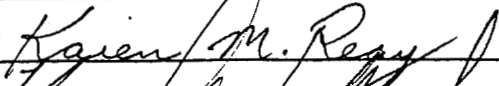

FOR

TRAVELAIRE CANADA LIMITED

  
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\_\_\_\_\_

FOR:

I.W.A. CANADA, LOCAL 1-207

  
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**GLENDALE**

**International Corp.**

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**Group  
Benefit  
Plan**

**RECEIVED**  
**OCT 08 2002**

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***Travelaire Canada  
Hourly Union Employees  
Industrial Wood & Allied Workers  
of Canada, Local 1-207***

## **INTRODUCTION**

This information booklet has been prepared to give you an informal summary of the main features of your group insurance program.

This booklet is not an insurance policy, and does not grant or confer any contractual rights. All rights under this program shall be governed by the provisions of the Master Policy and by applicable law. Accidental Death and Dismemberment is provided by ACE INA Insurance. All other benefits outlined in this booklet are provided by Maritime Life.

This booklet is for your reference. Please read it carefully and keep it for future use.

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**GLENDALE INTERNATIONAL CORP.**

Travelaire Canada  
Hourly Union Employees  
International Wood & Allied  
Workers of Canada Local 1207

Policy Number: 901918

Plan Effective Date: September 1, 1999

**ELIGIBILITY**

Permanent, full-time employees will become eligible for coverage on the later of,

- ▶ the policy effective date, or
- ▶ following 1\* month of continuous, active employment.

\* 12 months for dental coverage

Retired employees are not eligible for coverage.

Please refer to the General Provisions section in the back of this booklet for further information, including

**WHEN YOUR INSURANCE STARTS**  
**WHEN YOUR INSURANCE TERMINATES**  
**HOW TO CLAIM**

## SUMMARY OF BENEFITS

### BASIC LIFE INSURANCE

You are eligible \$35,000 of insurance.

No-Evidence Limit: Evidence of insurability will not be required.

Coverage terminates on the date you attain age 70 or earlier retirement, whichever is earlier, and as outlined in the General Provisions section.

### ACCIDENTAL DEATH AND DISMEMBERMENT

(underwritten by ACE INA Insurance)

Your coverage is equal to the amount of your Life Insurance.

Accidental Death and Dismemberment coverage ceases when you reach age 70, or earlier retirement.

### OPTIONAL LIFE INSURANCE

If you are under age 65, you may apply for this coverage:

- ▶ for yourself;
- ▶ for your spouse, provided he/she is under age 65; or
- ▶ for both you and your spouse;

Coverage is available in units of \$ 10,000, subject to a maximum benefit of \$ 300,000.

Evidence of insurability, satisfactory to the Insurer, shall be required for all amounts. This coverage is available in addition to, not in lieu of, Basic Life and/or Basic Dependent Life Insurance. Coverage terminates on the date you attain age 65 or earlier retirement, whichever is earlier, and as outlined in the General Provisions section. Coverage for your spouse terminates on the date you attain age 65 or earlier retirement, or your spouse attains age 65, whichever is earlier.

**WEEKLY DISABILITY INCOME**

This benefit is equal to **70%** of weekly earnings, subject to a maximum benefit of **\$600** per week. Benefits begin on the **1st** day of a disability due to an accident and on the **4th** day of a disability due to sickness (1st day of hospitalization, if earlier). The maximum duration of benefits is **39** weeks.

Note: Benefits are based upon a 5-day work week.

If you attain age **70** while receiving benefits, benefits will continue to be paid until you have received a total of **15** weeks of benefits or until you are no longer disabled, whichever occurs first.

**SUPPLEMENTARY HEALTH EXPENSE**

- Deductible       ▶    **\$25** Single  
                              **\$25** Family
  
- Coinsurance      ▶    **100%** of eligible expenses are paid by  
                              Maritime Life.
  
- Lifetime  
Maximum         ▶    **Unlimited**
  
- Hospital         ▶    **Semi-Private** (not subject to the deductible)
  
- Drug Plan        ▶    Drugs legally requiring a prescription
  
- Eye Exams**      ▶    **\$50** every 2 years

Coverage **terminates** on the date you attain age **70** or earlier retirement, and as outlined under General Provisions.

## EMERGENCY TRAVEL ASSISTANCE

Your employer has arranged to provide you and your family with Emergency Travel Assistance coverage. World Access Canada Inc., a multi-service corporation which assists travellers, has contracted with Maritime Life to provide you with timely, efficient assistance when you travel.

- Deductible ▶ Nil
- Coinsurance ▶ 100% of eligible expenses in addition to eligible services are covered.
- Lifetime  
Maximum ▶ Unlimited

Coverage has a 90-day travel limit and terminates on the date you attain age 70 or earlier retirement, and as outlined under General Provisions.

## DENTAL EXPENSE INSURANCE

- Deductible ▶ Nil
- Coinsurance ▶ 80% for Minor Procedures  
▶ 50% for Major Procedures  
▶ 50% for Orthodontics
- Fee Guide ▶ Benefits are paid in accordance with the General Practitioners Fee Guide for the province where the service is rendered. Specialist's fees are covered. Please see the Dental Expense section for a list of eligible expenses.
- Maximum Benefit  
per Individual: ▶ \$2,000 per calendar year for Minor & Major Procedures **combined**
- Orthodontics ▶ \$1,000 Lifetime Maximum

Coverage terminates on the date you attain age 70 or earlier retirement, whichever is earlier, and as outlined in the General Provisions section.

## EMPLOYEE BASIC LIFE INSURANCE

In the event of your death while insured, the amount of your Life Insurance is payable to your beneficiary. You may change your beneficiary at any time by written notice to your Employer, subject to any policy or legal limitations.

### WAIVER OF PREMIUM FOR DISABILITY

If you become totally disabled for **6** consecutive months before age **65** your Life Insurance will be continued free of charge until you cease to be totally disabled or you reach age **65**, whichever occurs first. To qualify, you must be unable to work for compensation or profit or to engage in any business or occupation, and you must submit proof of your continuing disability as may be required by Maritime Life.

**Note:** In order to qualify for the Waiver of Premium benefit you must notify Maritime Life of your disability within one (**1**) year of your last active day at work, and must furnish proof of your disability satisfactory to the Insurer within **18** months of that last active working day.

### CONVERSION PRIVILEGE

Your Life Insurance continues for **31** days following either the termination of your employment, or your classification changing to one in which you are not insured. During this **31** day period you may convert the amount of your Group Life Insurance, provided you are under **65** years of age, to any individual whole life or convertible one-year term or term to age **65** plan without submitting evidence of health.



The amount of the individual policy shall not exceed the amount of insurance for which you ~~were~~ insured when coverage was discontinued, subject to a maximum of \$200,000 (Basic and Optional insurance combined) less any amount you become eligible for under a replacing contract of group life insurance.

The premium rate will be determined from your age and class of risk at the time of conversion.

**Note:** The conversion privilege does not apply for loss of insurance as a result of:

- i) any age reduction specified in the Summary of Benefits; or
- ii) **if** insurance terminates when you reach the age specified in the Summary of Benefits of Insurance section or upon your retirement.

## ACCIDENTAL DEATH AND DISMEMBERMENT

(Insured by **ACE INA** Insurance)

Policy Number: **ABT 10 21 37**

### **COVERAGE:**

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

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

### **ELIGIBILITY**

If you are an active, permanent, full-time employee of Glendale International Corp., working a minimum of **20** hours per week and are under age **70**, you will be covered for a benefit amount stated below:

### **BENEFIT AMOUNT**

You will be covered for an amount equal to your Group Life Insurance, subject to a maximum benefit of **\$35,000**.

Coverage ceases upon the earlier of the attainment of age **70**, termination or retirement.

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

**Schedule of Losses****Accidental Death, Dismemberment, Loss of Sight & Paralysis**

If such injuries shall result in any one of the following specific losses within one year from the date of accident, ACE INA Insurance will pay the percentage of the Benefit amount specified below, which is equal to the amount stated in the Benefit amount section; provided, however, that not more than one (the largest) of such benefits shall be paid with respect to injuries resulting from one accident.

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

"Loss" shall mean, with respect to hand or foot, actual severance through or above the wrist or ankle joint; with respect to arm or leg, actual severance through or above the elbow or knee joint; with respect to eye, the total and irrecoverable loss of sight; with respect to speech, the total and irrecoverable loss of speech which does not allow audible communication in any degree; with respect to hearing, the total and irrecoverable loss of hearing which cannot be corrected by any hearing aid or device; with respect to thumb

and index finger, actual severance through or above the first phalange; with respect to fingers, the actual severance through or above the first phalange of all four fingers of the same hand; with regard to toes, the actual severance of both phalanges of all toes of the same foot.

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

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

### **Rehabilitation Benefit**

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

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

### **Repatriation Benefit**

When injuries covered by this policy result in a loss of **life** outside **150 km** from your city of permanent residence or outside of Canada and occurs within **365** days from the date of the accident, **ACE INA** Insurance will pay the actual expense incurred for preparing the deceased for burial and shipment of the body to the city of residence of the deceased, but not to exceed **\$10,000**.

### **Family Transportation Benefit**

When injuries covered by this policy, result in your confinement as an inpatient in a hospital outside **150 km** from your city of permanent residence or outside of Canada and requires personal attendance of a member of your immediate family as recommended by the attending physician, in writing, **ACE INA** Insurance will pay for the expense incurred by the member of your immediate family, for the transportation by the most direct route by a licensed common carrier to you while confined, but not to exceed an amount of **\$10,000**.

"Member of your immediate family" means your spouse, legal or common-law, parents, grandparents, children over age **18**, brother or sister.

### **Spousal Occupational Training Benefit**

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

the expenses actually incurred, within **3** years from the date of the accident, by your spouse for a formal occupation training programme for the purpose of specifically qualifying your spouse to gain active employment in an occupation for which your spouse would otherwise not have sufficient qualifications.

The maximum payable hereunder is **\$10,000**.

### Home Alteration and Vehicle Modification

In the event you sustain an injury which results in a payment being made under the Schedule of Losses excluding the Loss of Life Benefit and such injury subsequently requires the use of a wheelchair to be ambulatory, ACE INA Insurance will pay the reasonable and necessary expenses actually incurred within **3** years from the date of accident for:

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

Benefit payments herein will not be paid unless:

- (i)** home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization, providing support and assistance to wheelchair users; and
- (ii)** vehicle modifications are carried out by a person or persons with experience in such matters and modifications are approved by the Provincial vehicle licensing authorities.

The maximum payable under both **Items 1.** and **2.** combined will not exceed **\$10,000.**

### Day Care Benefit

If you suffer a loss of life in a covered accident while the policy is in force, ACE INA Insurance will pay, in addition to all other benefits payable under the policy a "Day Care **Benefit**" equal to the reasonable and necessary expenses actually incurred, subject to the lesser of **5%** of your Benefit amount or a maximum of **\$5,000** per year, on behalf of your dependent child who is enrolled in a legally licensed Day Care centre on the date of the accident or who enrolls in a legally licensed Day Care centre within **365** days following the date of the accident.

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

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

### **Special Education Benefit**

If you suffer a loss of life in a covered accident while the policy is in force, ACE INA Insurance will pay, in addition to all other benefits payable under this policy, a "Special Education Benefit" equal to **5%** of your Benefit amount, (subject to a maximum of **\$5,000** per year), on behalf of any dependent child who, on the date of the accident, was enrolled as a full-time student in any institution of higher learning beyond the 12th or 13th grade level, or was at the 12th or 13th grade level and subsequently enrolls as a full-time student in an institution of higher learning within **365** days following the date of the accident.

The "special education benefit" is payable annually for a maximum of four consecutive annual payments but only if the dependent child continues his/her education as a full-time student in an institution of higher learning.

### **Seat Belt Benefit**

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

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

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

"Seat Belt" means those belts that form a restraint system.

### **Continuance of Coverage**

If you are (1) laid off on a temporary basis, (2) temporarily absent from work due to short-term disability, (3) on leave of absence, or (4) on maternity leave, coverage shall be extended for 12 months, subject to the payment of premiums.

If you assume other occupational duties during the leave or lay-off period, no benefits shall be payable for a loss occurring during the performance of such other occupation.

### **Waiver of Premium**

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

- ▶ you return to active employment with Glendale International Corp.;
- ▶ you attain age 65;
- ▶ the master policy underwritten by ACE INA Insurance is terminated.

Once you return to active employment with Glendale International Corp., your coverage will continue only upon the commencement of premium payments.

\*You will be considered totally disabled if you are unable to engage in any business or occupation and performance in any work for compensation or profit for a time period in accordance with the waiver of premium requirements under Glendale International Corp's. Group Life Insurance policy.



**Exclusions**

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

1. intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
2. war or any act thereof;
3. flying in aircraft owned or leased by your employer, yourself or a member of your household, or aircraft being used for any test or experimental purpose, **firefighting**, powerline inspection, pipeline inspection, aerial photography or exploration;
4. flying as pilot or crew member in any aircraft or device for aerial navigation;
5. full-time, active duty in the armed forces.

**Exposure and Disappearance:**

**Loss** resulting from unavoidable exposure to the elements and arising out of hazards described above shall be covered to the extent of the benefits afforded you.

If your body has not been found within one year of the disappearance, stranding, sinking or wrecking of the conveyance in which you were riding at the time of the accident it shall be presumed, subject to all other conditions of the policy, that you suffered a loss of life resulting from bodily injuries sustained in the accident and covered under the policy.

## **EMPLOYEE OPTIONAL LIFE INSURANCE**

In the event of your death while insured, the amount of your Optional Life Insurance is payable to your beneficiary.

However, if you die due to self-destruction while sane or insane, the Insurer will not pay any part of Optional Life Insurance which became effective less than two years prior to your date of death.

The provisions of this coverage shall be the same as for Basic Life Insurance.

## **SPOUSE OPTIONAL LIFE INSURANCE**

In the event of the death of your spouse while insured, the amount of your **spouse's** Optional Life Insurance is payable to you.

However, if your spouse dies due to self-destruction while sane or insane, the Insurer will not pay any part of your spouse's Optional Life Insurance which became effective less than two years prior to the date of death.

### **WAIVER OF PREMIUM FOR DISABILITY**

The provisions of this coverage shall be the same as for Basic Life Insurance except that Waiver of Premium Benefit ceases on the earlier of: a) the date the Waiver of Premium for Life Insurance ceases, or b) the date the policy or coverage terminates.

### **CONVERSION PRIVILEGE**

The Dependent Life Insurance for your spouse continues for **31** days following your death, your classification changing to one in which you are not insured or your termination of employment. During this **31** day period your spouse's amount of Optional Life Insurance may be converted, provided the spouse is under **65** years of age, to any individual whole life or convertible one-year term or term to age **65** plan without submitting evidence of health. The premium rate will be determined from your spouse's age and class of risk at the time of conversion.

The amount of the individual policy shall not exceed the amount of insurance for which your spouse was insured when coverage was discontinued, subject to a maximum of **\$200,000** (Basic and Optional insurance combined) **less** any amount your spouse becomes eligible for under a replacing contract of group life insurance.

**Note:** The conversion privilege does not apply for loss of insurance as a result of:

- i) any age reduction specified in the Summary of Benefits; or
- ii) if insurance terminates when you reach the age specified in the Summary of Benefits section or upon your retirement.

## **WEEKLY DISABILITY INCOME**

In the event you become totally disabled due to an injury or sickness you will receive a disability benefit, provided you are under the continual treatment of a qualified and licensed physician.

Benefits for any one disability are payable from the 1st day of disability for injury resulting from an accident and the 4th continuous day of disability for sickness (1st day of hospitalization, if earlier). Your benefit will be payable for not more than 39 weeks during any one period of disability.

If following a period of disability, you return to active work for at least two weeks, a recurrence of this disability will be considered a new period of disability.

## **OFFSETS TO BENEFITS**

The amount payable to you under this benefit is calculated by deducting from your benefit any other sources of income as specified in the master policy, which includes any other disability or pension programs of your company.

## **EXCLUSIONS**

Benefits are not payable for the following:

- ▶ disabilities arising from intentionally self-inflicted injuries;
- ▶ disabilities arising from voluntary participation in a war, riot or insurrection;

- ▶ for the portion of a period of disability during which you are
  - a) imprisoned in a penal institution; or
  - b) confined in a hospital, or similar institution, as a result of criminal proceedings;
- ▶ any period of disability, or portion thereof, during any leave of absence (including maternity leave) as defined in the General Provisions section of this booklet;
- ▶ for a disability which commences on or after the date a strike or layoff begins, except as outlined in the Master Policy.

## **SUBROGATION**

If you are entitled to recover compensation for loss of income from a third party as a result of the incident which caused or contributed to the disability, for which benefits are paid or payable, the Insurer will be subrogated to all your rights of recovery for loss of income, to the extent of the sum of benefits paid or payable by the Insurer. You shall execute such documents as required by the Insurer.

In the event you provide proof to the Insurer that you have not recovered full compensation for loss of income, the Insurer shall determine the proportion of damages actually recovered and share pro rata in that amount.

Should you choose to settle the matter prior to judicial determination, it is understood that the sum reached in settlement will be deemed to be full compensation for loss of income, and the Insurer's right of subrogation will apply.

The term compensation shall include any lump sum or periodic payments which you receive or are entitled to receive on account of past, present or future loss of income.

## **SUPPLEMENTARY HEALTH EXPENSE**

### **EMPLOYEE AND DEPENDENT COVERAGE**

In the event that you incur any of the Eligible Expenses listed below, you will be paid a percentage (coinsurance) of such expenses as specified in the Summary of Benefits.

### **CASH DEDUCTIBLE**

The Cash Deductible is that portion of the Eligible Expenses which you are required to pay in any year before you receive benefits. The Cash Deductible is \$25 a year per individual or \$25 a year per family.

### **LIFETIME MAXIMUM BENEFIT**

The total lifetime benefit payable in respect of you or your dependents is limited to the Lifetime Maximum Benefit specified in the Summary of Benefits.

### **ELIGIBLE EXPENSES**

The following is a list of eligible expenses.

#### Preferred Accommodation in Canadian Hospital

The difference between the charges made for ward and semi-private room and board in a licensed Canadian hospital.

Drug Expenses

Reasonable and customary charges incurred for medically necessary **drugs** and medicines which

- 1) are dispensed by a licensed pharmacist or physician legally authorized to dispense such drugs and medicines, and
- 2) are prescribed by a physician for the treatment of an illness or injury and are either
  - a) drugs requiring the prescription of a physician in accordance with the Food and Drugs Act, Canada, or
  - b) other specified drugs and medicines which have been identified by the Insurer as covered expenses and are by convention usually not dispensed without a physician's prescription, or
  - c) injectable preparations identified by the Insurer, insulin preparations and supplies, and allergy serums.

Note: Smoking cessation aids which require a physician's prescription are covered, subject to a lifetime maximum benefit of \$500 per individual. Fertility drugs and treatment are covered, subject to a lifetime maximum benefit of \$2,400 per individual. Anti-obesity drugs and hair growth stimulants are not covered.

No benefit shall be payable for any single purchase of drugs which would not reasonably be used within 90 days from the date of purchase.

### Out of Province Referral Expenses

If an individual is under age 65 and referred by a physician for non-emergency treatment outside the province of residence, the following expenses in excess of any provincial government plan allowance are covered, provided they are eligible for reimbursement in whole or in part by any provincial government plan. Expenses incurred outside Canada are subject to a lifetime maximum benefit of \$1,000,000.

1. reasonable and customary charges for semi-private accommodation;
2. reasonable and customary charges for the services of a physician;
3. reasonable and customary charges for hospital services and supplies furnished during hospitalization, and for x-ray examinations and laboratory tests related to medical treatment rendered without hospitalization.

### Extended Health Expenses

- ▶ Charges for licensed Convalescent Care Facility, subject to a maximum benefit within 24 days of confinement to a maximum of up to \$20 per day for a maximum of 180 days of confinement per disability. Confinement must begin following a minimum of 5 consecutive days of hospital confinement and prior to the insured's 65th birthday;
- ▶ Charges for the services of a licensed speech therapist, clinical psychologist, osteopath, chiropractor, physiotherapist, naturopath, acupuncturist, massage therapist or podiatrist up to a maximum benefit of \$ 500, in excess of the provincial plan, per specialty per calendar year per individual; charges for 1 x-ray per practitioner are covered per calendar year;



Note: Charges for the services of a Chiropractor or Podiatrist will only be reimbursed once the provincial plan maximum has been met.

- ▶ Charges for the services (excluding custodial care) of a Registered Nurse (R.N.), Nursing Assistant (C.N.A., R.N.A., R.P.N., L.P.N. or L.N.A.) or a member of the Victorian Order of Nurses (V.O.N.) which are rendered while the insured is not confined to a hospital subject to an overall maximum benefit of **\$10,000** per person per calendar year provided such nurse is not a resident in your home or a relative of your family. These charges will be considered eligible expenses only if recommended by a physician and only if medically necessary. For the purpose of this policy, custodial care is defined as assistance with daily living or tasks which a layperson could perform;
- ▶ Charges for rental (or, at the Insurer's option, purchase) of durable medical or surgical equipment required for therapeutic purposes and as approved by the Insurer;
- ▶ Charges for rental (or, at the Insurer's option, purchase) of trusses, braces, crutches, splints, or breast prostheses as a result of surgery are subject to a maximum benefit of **\$200** per benefit;
- ▶ Charges for artificial limbs and eyes;
- ▶ Charges for wigs following chemotherapy are subject to a lifetime maximum benefit of **\$500** per individual;
- ▶ Charges for mastectomy brassieres are subject to a maximum benefit of **2** per calendar year;
- ▶ Charges for radiotherapy or **coagulotherapy**, oxygen, plasma, blood transfusions or prescribed **glucometers** are subject to a lifetime maximum of **\$700** per benefit;

- ▶ Charges for elastic support stocking are subject to a maximum benefit of 2 pairs per calendar year; stump socks are limited to 5 pairs per calendar year;
- ▶ Charges for necessary dental treatment required as the result of an accidental injury to natural teeth provided the accident occurred while insured under this coverage. As determined by the Insurer, only such charges directly related to such an accidental injury are considered a covered medical expense. The dental work must be completed within 12 months of the accident to be considered a covered medical expense;
- ▶ Charges for diabetic supplies and insulin preparations;
- ▶ 1 Intra-Uterine device (IUD) covered every 3 years and 1 Diaphragm per calendar year;
- ▶ Charges for professional ambulance service, other than airline, to and from the nearest hospital qualified to provide the necessary treatment.

Emergency transportation, except while travelling outside the insured's province of residence, by airline to and from the nearest hospital qualified to provide the necessary treatment. Such emergency transportation is subject to a maximum benefit equal to the economy airfare for the insured, and, if medically required, a medical attendant who is neither a resident in your home nor a relative of your family;

- ▶ Charges for orthotic inserts limited to a maximum benefit of \$400 every 36 months per individual; Orthopaedic shoes limited to a maximum benefit of \$400 per calendar year. Orthopedic shoes and orthotics must have been specially designed and molded for the insured individual and are required to correct a diagnosed physical impairment;

- Charges for laboratory tests and x-rays not covered by any provincial government plan, subject to a maximum benefit of \$500 per calendar year per individual;
- ▶ Charges for purchase of hearing aids (including replacement), subject to a maximum benefit of \$ 500 per person in any 60 consecutive months. Batteries are not covered;
- ▶ Eye examinations performed by an optometrist or ophthalmologist are subject to a maximum benefit of \$50 every two years when not covered under the provincial plan.

## **EXCLUSIONS**

The foregoing list of eligible expenses shall not include any of the following:

- ▶ charges which are considered an insured service of any provincial government plan;
- ▶ charges which were considered an insured service of any provincial government plan at the time this plan/benefit was issued and subsequently were modified, suspended or discontinued;
- ▶ charges for general health examinations, and examinations required for use of third party;
- ▶ charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment;
- ▶ charges for medical treatment or surgical procedure by a physician other than as provided under Out of Province Expenses;

- ▶ charges for transport or travel, other than as specifically provided under eligible expenses;
- ▶ charges not specified in the foregoing list of eligible medical expenses;
- ▶ charges for services or supplies which are furnished without the recommendation and approval of a physician acting within the scope of his license;
- ▶ charges which are not medically necessary to the care and treatment of any existing or suspected injury, disease or pregnancy;
- ▶ charges which are from an occupational injury or disease covered by any Workers' Compensation law or similar legislation;
- ▶ charges which would not normally have been incurred but for the presence of this insurance or for which you are not legally obligated to pay;
- ▶ charges which the Insurer is not permitted, by any law or regulation, to cover;
- ▶ charges for dental work where a third party is responsible for payment for such charges;
- ▶ charges for bodily injury resulting directly or indirectly from war or act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind;
- ▶ charges for services or supplies resulting from any intentionally self-inflicted wound;
- ▶ charges for drugs, sera, injectable drugs or supplies which are not approved by Health and Welfare - Canada or are experimental or limited in use whether or not so approved;

- ▶ charges for experimental medical procedures or treatment not approved by the Canadian Medical Association or the appropriate medical specialty society;
- ▶ charges made by a physician for travel, broken appointments, communication costs, filling in of forms, or physician's supplies.

## **EMERGENCY TRAVEL ASSISTANCE**

### **EMPLOYEE AND DEPENDENT COVERAGE**

**Note:** Only insured individuals under age 70 are eligible for coverage. Coverage is limited to a period of 90 days from the date the insured leaves the province of residence. Dependent children who are attending school outside Canada are eligible for coverage only while travelling to and from their province of residence and the school.

### **LIFETIME MAXIMUM BENEFIT**

The total lifetime benefit payable in respect of an insured employee or dependent is unlimited.

### **SERVICES**

The following benefits are covered in the event of an emergency which occurs while you or your dependents are travelling for non-medical reasons outside your province of residence:

- 1) The following Assistance Services are covered:
  - a) Multilingual assistance by toll-free telephone, 24 hours a day, 365 days a year, for insured individuals and providers of medical services to obtain aid and assistance;
  - b) Referral to a legally qualified physician, dentist, legal advisor or an appropriate medical care facility;
  - c) Assistance in replacement (but not cost) of necessary travel documents or tickets in the event of theft or loss;

- d) A centre for communication of messages between you and your family, friends or business associates. Messages are held for 15 days;
  - e) Medical consultation and monitoring of medical care and services if you or your dependents are hospitalized, and arrangement for contact with the patient, the attending physician and the patient's personal physician and family if necessary.
- 2) The following eligible expenses are covered:
- a) Medical Services - Charges incurred for medical and surgical fees, semi-private hospital accommodations and prescribed drugs;
  - b) Emergency transportation - Emergency transportation to the nearest appropriate medical care facility and if medically necessary from the medical care facility to a hospital in Canada. Upon written recommendation of a physician, such charges shall include a medical attendant if necessary who is neither a resident in the employee's home nor a relative of the employee or the employee's spouse;
  - c) Return of Deceased - Charges incurred for the return of a deceased employee or dependent to the place of former residence in Canada, subject to a maximum benefit of \$5,000 per individual;
  - \*d) Return of Dependent Children - Charges incurred for the return of dependent children to their residence in Canada in the event you or your spouse is hospitalized and the children are left unattended. The children must be under 16 years of age. Arrangements for an escort to accompany the children will be made if necessary;

- \*e) Return Trip Delay - Transportation - Charges incurred for delay of the return trip of an insured individual due to the hospitalization of that individual or another insured individual with whom the individual is travelling, limited to the cost of one way economy class transportation;
- \*f) Visit of Family Member - Charges incurred for transportation of an immediate family member to visit a hospitalized insured individual. Such individual must have been travelling alone and confined to a hospital for more than 7 days. The cost of transportation is limited to return economy fare for one family member. An immediate family member is defined as a spouse, parent, child, brother or sister or a person with whom the insured individual normally resides;
- \* Charges for d), e) and f) above, are subject to a combined maximum benefit of \$5,000 per emergency.
- g) Return of Vehicle - Charges incurred in connection with the return of an insured's vehicle in the event the insured is unable to return it due to illness, injury or death, subject to a maximum benefit of \$500 per trip. The vehicle will be returned to the insured's residence or nearest appropriate rental agency. Such charges shall not include commercial transport vehicles;
- h) Return Trip Delay - Accommodation - Charges incurred for commercial accommodation and meals for insured individuals while staying with a hospitalized insured family member when their return trip is delayed due to an illness or accident. Such charges are subject to a maximum benefit of \$700 per family;



- i) **Confinement** - Charges incurred for accommodation for insured individuals requiring convalescence following hospitalization, subject to a maximum benefit of \$75. per day for not more than 5 days for each insured individual.

## **EXCLUSIONS**

The foregoing list of services shall not include any of the following:

- ▶ charges listed as Exclusions under the Supplementary Health Expense section of this booklet;
- ▶ charges which are not incurred as a result of an emergency while travelling;
- ▶ charges in connection with childbirth and medical complications resulting from childbirth when the delivery takes place after the beginning of the 32nd week of pregnancy.

## **LIABILITY**

The Insurer is not responsible for the availability, quantity, quality or results of any medical treatment received by an insured individual, or for the failure of an insured individual to receive Medical treatment for any reason.

## **DENTAL EXPENSE BENEFIT**

### **EMPLOYEE AND DEPENDENT COVERAGE**

As the wording of this dental coverage is technically oriented Maritime Life suggests you take this booklet with you when you visit your dentist.

In the event that you incur any of the Eligible Expenses listed below, you will be paid a percentage of such expenses as specified in the Summary of Benefits.

### **MAXIMUM BENEFIT**

The total benefits payable are subject to the maximums specified in the Summary of Benefits.

### **EXTENSION OF BENEFITS**

No benefits for Eligible Expenses will be paid for claims incurred after the termination of the Master Policy or after your insurance under this coverage ceases.

### **DENTAL CLAIM FORM REQUIRED**

No payment will be made unless a Dental Claim Form, satisfactory to the Insurer, is submitted to a claim office of the Insurer.

### **ALTERNATE BENEFITS AND SUBMISSION OF TREATMENT PLAN**

Where there exists more than one customarily employed and professionally adequate method of treating injury or disease to the teeth, Maritime Life reserves the right to determine eligible expenses on the basis of an alternate benefit.

As a service to you, Maritime Life will advise you in advance of the amount of its liability when a proposed course of treatment includes major restorative dentistry or orthodontics. To use this service, simply have your dentist complete a treatment plan on forms available from your employer, including pretreatment x-rays if the proposed treatment involves crowns or bridgework.

## **ELIGIBLE EXPENSES**

Charges for the following supplies and services are considered Eligible Expenses if they do not exceed the Fee Guide for General Practitioners of the Dental Association as outlined in the Summary of Benefits. Further details may be found in the Master Policy.

## **MINOR PROCEDURES**

- ▶ **Diagnostics**: (oral examinations limited to 1 every 5 consecutive months, complete oral exam and diagnosis 1 every 36 consecutive months; x-rays: single diagnostic x-rays; complete series or equivalent 1 every 24 consecutive months; study casts: once per year; consultations)
  
- ▶ **Preventive Therapy**: (1 unit of polishing every 5 consecutive months, 10 units of scaling every 12 consecutive months, topical fluoride, passive space maintainers for dependent children)  
(Unit of time = 15 minutes)
  
- ▶ **Basic Restorative Dentistry**: The basic procedures used to restore the natural teeth to their normal functions by the use of silver amalgam, silicate, or synthetic restorations (fillings). In addition, sedative dressings are covered.

- ▶ **Extractions:** Uncomplicated removal of teeth.
- ▶ **Endodontics:** Emergency endodontic procedures and conservative root canal therapy.
- ▶ **Periodontics:**
  - (a) Adjunctive Services as follows: Root planing, Acute infections, Occlusal Adjustment, Provisional splinting;
  - (b) Surgical Services as follows: gingival curettage, gingivoplasty, gingivectomy or osseous surgery;
  - (c) Special Periodontal Appliances.
- ▶ **Oral Surgery:** Routine oral surgical procedures as follows: surgical removal of impacted teeth, residual roots and associated post-operative care.
- ▶ **Anaesthesia:** Anaesthesia where reasonably and customarily required in connection with other covered procedures.

**Repairs, Relining, and Rebasing of Dentures:** Repair or relining and rebasing of dentures, including addition of new teeth, but not including the cost of dentures, their replacement or duplication.

## **MAJOR PROCEDURES**

**Removable Prosthetic Devices:** The initial installation of partial or full dentures.

Replacement of existing dentures is not covered except if:

- (a) The replacement is required because of extraction, loss or fracture of one or more sound natural teeth after the individual became insured under this plan or

- (b) The replacement is more than 12 months after the individual became insured under this coverage and for dentures which are 4 years old and no longer serviceable.

Replacement of lost or stolen dentures, the duplication of dentures and personalization or characterization of dentures is not covered.

Extensive Restorative Dentistry: Those procedures, including gold inlays, onlays and crowns, used to restore the natural teeth to their normal functions where the tooth, as a result of extensive caries or fracture, cannot be restored with a filling. Replacement of existing gold inlays, onlays and crowns are covered only if the existing restoration is no longer serviceable. When a tooth can be restored with silver amalgam, silicate or synthetic restorations, benefits will be determined based on the usual costs of such a restoration.

Fixed Prosthetic Devices: The initial installation of fixed prosthetic devices.

Recementing and replacement of the facing or veneer of the fixed prosthetic device.

The replacement of existing fixed prosthetic devices is not covered except if:

- (a) The replacement is required because of extraction, loss or fracture of one or more sound natural teeth after the individual became insured under this plan or
- (b) The replacement is more than 12 months after the individual became insured under this coverage and for dentures which are 4 years old and no longer serviceable.

## **ORTHODONTICS**

(Only dependent children are covered for this benefit). The diagnosis or correction of teeth irregularities and malocclusion of jaws, by wire appliances, braces or other mechanical aids, commonly known as "straightening of the teeth". These include active space retainers, or orthodontic appliances, for the purpose of repositioning or moving of the teeth.

## **EXCLUSIONS AND LIMITATIONS**

No benefit is payable for the following:

- ▶ Services or supplies that are primarily for cosmetic dentistry;
- ▶ charges which were considered an insured service of any provincial government plan at the time this plan/benefit was issued and subsequently were modified, suspended or discontinued;
- ▶ Services or supplies which are not furnished by a legally qualified dentist or **denturist** acting within the scope of his license;
- ▶ Any charge for an injury resulting from war, riot, insurrection or participation in a criminal act;
- ▶ Any miscellaneous charges such as counselling, travel, broken appointments, communication costs or filling in of forms;
- ▶ Any charge resulting from any intentionally self-inflicted injury;

- ▶ Any services covered in whole or in part by any government plan, services for which no charge is made, or services which the insurer is not permitted by law to cover;
- ▶ Any charge for services which would not normally have been incurred, but for the presence of this insurance, or for which you are not required to pay;
- ▶ Any hospital charges for board and room and related services and supplies;
- ▶ Any dental examinations required by a third party;
- ▶ Diagnostic procedures in connection with any benefit categories excluded as eligible expenses;
- ▶ Services or supplies for implantology.

## **GENERAL PROVISIONS**

### **WHEN YOUR INSURANCE STARTS**

Your insurance comes into effect on the latest of the following dates if you are actively at work on that date.

- ▶ the date you become eligible;
- ▶ the date you apply for coverage for yourself and/or your family; or
- ▶ if Evidence of Insurability is required the date it is approved by the Insurer.

### **EVIDENCE OF INSURABILITY**

Evidence of Insurability is required if:

- ▶ you apply for insurance more than 31 days after becoming eligible to apply;
- ▶ you reapply after your insurance has terminated due to non-payment of premium; or
- ▶ you apply for Optional Life Insurance for yourself and/or your spouse; or
- ▶ your amount of insurance exceeds or increases beyond the No-Evidence Limit.

### **WHEN YOUR INSURANCE TERMINATES**

Your insurance terminates on the earliest of the following:

- ▶ non-payment of premium;
- ▶ a change in your classification to one not insured;
- ▶ termination of your employment;
- ▶ termination or amendment of the Master Policy;
- ▶ your commencing active duty in any armed forces; or
- ▶ the date outlined in the Summary of Benefits.



**Note:** In the event you are absent from work due to sickness, injury, layoff or leave of absence, your insurance coverages may continue for a period as outlined in the Master Policy, but only if the required premiums are paid.

If you become totally disabled during a lay-off or approved leave of absence 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.

## **COORDINATION OF BENEFITS**

Payment of Supplementary Health, Emergency Travel Assistance and Dental benefits (where provided under this plan) shall be coordinated so that benefits from all plans do not exceed **100%** of the eligible claim. For this purpose, the Insurer has a right to receive and release information on benefits and if necessary, collect any overpayments made by it.

## **ELIGIBLE DEPENDENTS**

- ▶ Unmarried children who are under age **22**, or under age **25** if attending an accredited school, college, or university as a full time student. Dependent children must be dependent on you for support and not employed at a regular full-time job.
  
- ▶ Functionally impaired children who are totally dependent upon you for support. For the purposes of this plan, functionally impaired shall mean an unmarried person who was insured as a dependent prior to becoming functionally impaired who is wholly dependent upon you for support and maintenance within the terms of the **Income Tax Act**.
  
- ▶ A child of your spouse provided,
  - i) he/she is also your biological child; or
  - ii) your spouse is living with you and has custody of the child.
  
- ▶ Your spouse as the result of a valid civil or religious ceremony, or a person whose relationship with you has existed for a minimum period of **12** consecutive months immediately prior to the date on which a claim arose.

Divorced or separated spouses (with or without a court order or separation agreement) are not eligible for coverage.

## **CHANGE IN AMOUNTS OF INSURANCE**

A change in the amount of your insurance shall become effective on the date of change, if you are actively at work for that full scheduled working day, otherwise on the first day thereafter on which you are actively-at-work.

## **CHANGE IN GOVERNMENT SPONSORED PROGRAMS**

The medical, dental and hospital benefits under this group insurance plan are provided in conjunction with government sponsored provincial programs. In the event coverage under any provincial program is modified, suspended or discontinued, the group insurance plan will not automatically assume responsibility for any services or products previously covered under the provincial programs.

## **DEFINITIONS**

- Earnings ▶ shall be your normal earnings which exclude overtime, bonus, commissions, shift differentials, incentive pay and automobile allowance.
- ▶ with respect to salespersons, earnings shall mean Employment Income before Deductions less any Taxable Allowances and Benefits as specified on the immediately preceding year's T4 slip.
- Full-time Employee ▶ a permanent Employee who works a regularly scheduled work week of at least 20 hours.
- Leave of Absence ▶ shall mean a period of time away from work mutually agreed to by you and your employer. In the case of maternity leave of absence, the leave shall begin and finish on dates agreed to by you and your employer or as required by Provincial or Federal law.

Non-Smoker ▶ a person who has totally abstained from smoking cigarettes for a one year period immediately preceding the date of his/her application for Non-Smoker Status as outlined in the Master Policy.

## **HOW TO CLAIM**

In order to quickly process a claim, the following information is required:

- ▶ your full name and address.
- ▶ the name of your Employer.
- ▶ your Certificate (Identification) Number.
- ▶ your Provincial Medical Insurance Plan Number (Emergency Travel Assistance coverage only).
- ▶ your Group Policy Number for all benefits covered by Maritime Life is **901918**.
- ▶ your Group Policy Number for Accidental Death and **Dismemberment** covered by ACE **INA** Insurance if **ABT 10 21 37**.

## **FOR EMERGENCY TRAVEL ASSISTANCE CLAIMS:**

Dial the number on the back of your identification card and you will be connected with the World Access Operation Centre. Be sure to carry your identification card (supplied by your employer) with you when you travel. The card contains the information you are required to give to World Access in the event you need assistance.

If your claim is for payment of **\$200** or less, you will be asked to make the payment and keep the receipts. Your provincial health plan and the Insurer will reimburse you for the eligible expenses upon your return.

## **FOR ACCIDENTAL DEATH AND DISMEMBERMENT**

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

A claim form can be obtained from the benefits administrator.

This wording has been prepared in connection with a group plan underwritten by ACE **INA** Insurance, For ease of reference it contains a brief description only and does not mention every provision of the contract issued. Please remember that rights and obligations are determined in accordance with the contract and not this wording. For the exact provisions applicable, please consult your Human Resources Department.

## **FOR ALL OTHER CLAIMS:**

Contact your Employer who will supply you with the proper forms with instructions for completion.

## **TIME LIMITATIONS**

A claim for a waiver of premium benefit must be submitted within **12** months of the date disabled.

A claim for any other loss must be submitted within **15** months following the date the loss is incurred. However, in the event of termination of insurance, a claim must **be** submitted within **90** days following the date of termination of your insurance or the date following termination of a coverage or the policy.

# TRAVELAIRE-IWA PENSION PLAN

## Plan Summary



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This plan was effective January 1, 1987.

## Eligibility

Each employee of Travelaire who is a member of IWA, Local 1-207, is automatically covered by the Plan as of January 1, 1987 or the date of completion of 34 continuous weeks of employment, if later.

## Retirement Age

### A. Normal Retirement

The normal retirement date of a member will be the first day of the month coincident with or next succeeding the day on which he attains age 65.

### B. Early Retirement

A member who has attained age 55 may retire early. A member who retires from service with Travelaire after attaining age 60 but before age 65 shall be entitled to receive the full amount of the pension accrued to the early retirement date. A member who retires before attaining age 60 shall be entitled to receive a reduced amount of pension commencing at the early retirement date equal to the accrued pension reduced according to the following table:



Age at Retirement	Percentage Reduction
55	18%
56	14%
57	10%
58	6%
59	3%
60	0%



**C. Delayed Retirement**

A member whose retirement is delayed beyond his 65th birthday shall continue to earn pension credits in respect of hours worked after age 65. The delayed retirement date must not be beyond the last day of the calendar year in which the member attains age 69.

**Credited Past Service**

A member who was an employee of Travelaire on December 31, 1986 may have accumulated credited service under the IWA-Forest Industry Pension Plan. Credited service accumulated under the IWA-Forest Industry Pension Plan since the member's last date of entry into that Plan will be counted as Credited Past Service in the Travelaire-IWA Pension Plan.

**Credited Future Service**

On or after January 1, 1987 a member earns Credited Future Service under the Travelaire-IWA Pension Plan. A member who works 1,500 hours in a calendar year earns a full year of Credited Future Service. A member who works less than 1,500 hours in a calendar year will earn a portion of a year of Credited Future Service equal to the number of hours worked divided by 1,500. For example:

<b>If the Number of Hours Worked in the Year is</b>	<b>The Credited Future Service Earned in the Year will be</b>
1,500 or more	1.0
1,350	0.9
1,200	0.8
1,050	0.7
900	0.6
750	0.5
600	0.4
450	0.3
300	0.2
150	0.1

Hours worked in excess of **1,500** hours in **1987** and later years will be carried forward and used in any subsequent year in which the number of hours worked is less than **1,500**.

Hours carried forward under the IWA-Forest Industry Pension Plan as at December **31, 1986** will be carried over to the Travelaire-IWA Pension Plan and will be combined with excess hours worked in **1987** and later years.

A member who has less than **1,500** hours work in a calendar year will be credited with additional hours in order to raise the total hours of work up to **1,500** if he has lost hours due to:

- a) Injury or disability where the member is in receipt of weekly indemnity benefits or time-loss benefits under a Worker's Compensation Act; or
- b) A lay-off period of 1 week or more or a permanent plan closure. In this case the number of additional hours credited in a calendar year will be limited to a maximum of 200; or
- c) Paid vacation in excess of five weeks in one year.

### **Amount of Basic Pension**

The basic pension payable to a member who retires on or after normal retirement date will be a monthly amount equal to:

- \$35 for each year of Credited Past Service; plus
- \$25 for each year of Credited Future Service earned up to July **1,1994**; plus
- \$30 for each year of Credited Future Service earned after June **30, 1994** up to January **1,1999**; plus
- \$35 for each year of Credited Future Service earned after December **31,1998**; reduced by
- Any pension earned under the IWA-Forest Industry Pension Plan.

For example, an employee who has a total of 10 years of Credited Past Service, 7 years of Credited Future Service up to June 30, 1994, 4 years of Credited Future Service from July 1, 1994 to December 31, 1998, and 5 years of Credited Future Service after January 1, 1999 and who retires from Travelaire at age 60 would be entitled to a pension of \$820 per month (i.e. \$35 x 10 years plus \$25 x 7 years plus \$30 x 4 years plus \$35 x 5), including the pension payable from the IWA-Forest Industry Pension Plan.

The pension provided by the Plan is in addition to the benefits provided from the Canada Pension Plan and the *Old Age Security Act*.

### Form of Pension Payment

The amount of pension calculated by the formula described above would be paid for the member's lifetime or for a guaranteed period of 60 months, whichever is longer.



However, there are a number of alternative forms of pension payment available at retirement which will enable a member to choose a form of payment which best suits his/her personal circumstances.

The amount of pension will depend on the form of payment which is received.

If a member does not elect a form of pension by the time of his/her retirement, he/she will receive a pension in the following form:

- **If the member has a spouse at the time of retirement,** a pension payable while both the member and his/her spouse are alive, continuing to the spouse after the member's death at 60% of the original rate.
- **If the member does not have a spouse at the time of retirement,** a pension payable for the member's lifetime

If a member has a spouse at the time of retirement and wishes to have the pension paid in a form other than the one described above, the spouse must give his/her written consent to the election of a different form if that form provides the spouse with a benefit less than that described above.

### **Alternative Forms of Pension Payment**

The following are some of the alternative forms of pension payment which are available:

#### **Life Only Pension**

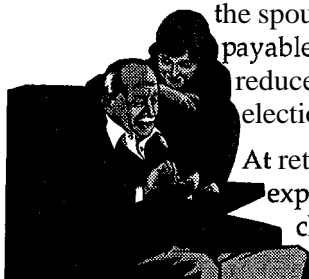
This pension will cease on the member's death and provides no income security for dependents.

#### **Lifetime Pension with Guaranteed Payments**

Under this option, the pension would be paid for the longer of the member's lifetime and a guaranteed period. If the member dies during the guaranteed period, the pension payments would continue to be paid to the member's beneficiary for the balance of the guaranteed period. As an example, the guaranteed period may be 60 months (5 years), 120 months (10 years) or 180 months (15 years), but cannot exceed 180 months.

#### **Lifetime Pension Continuing to the Member's Spouse**

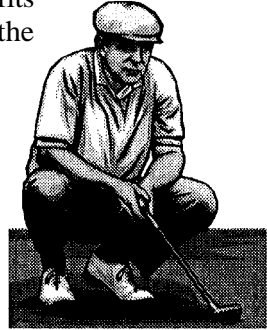
This pension would be payable for the member's lifetime and would continue after his/her death to the spouse if the spouse is still alive. The lifetime pension payable to the spouse may be the same as the pension payable while the member is alive or a reduced amount depending on the member's election at retirement.



At retirement the available options will be explained fully so that each member can choose the form of payment he/she prefers.

## Total and Permanent Disability

If a member becomes totally and permanently disabled, the member will continue to earn retirement benefits under the plan. These benefits will accrue on the basis that the member earns a full year of credited service in each year as long as acceptable proof of continued disability is provided. At retirement, the member will receive a pension determined on the basis of the credited service earned before and during the period of disability.



## Vesting

After January 1, 2000, the pension provided for Credited Past Service and Credited Future Service from the plan become vested when the member has completed two years of continuous plan membership. If a member's pension is vested, he/she is eligible to receive it when he/she reaches retirement age regardless of whether or not he/she continues to be employed by Travelaire.

## Death Benefit

In the event that a member who has earned a vested pension dies before retirement his beneficiary will be entitled to receive a benefit which has a value equal to the value of the vested pension accrued by the member to the date of his death. If the beneficiary is the member's spouse, the benefit must be paid in the form of a lifetime pension or be transferred in a lump sum to a "Locked-In Retirement Account" ("LIRA"), a "Life Income Fund" ("LIF"), a "Locked-In Retirement Income Fund" ("LRIF"), or to the pension plan in which the spouse is a member. A LIRA is a vehicle similar to an RRSP which must be used subsequently to provide a lifetime pension, and both a LIF and LRIF are similar to a RRIF with certain restrictions on the way in which the funds can be received.

### **Withdrawal from Service**

Service for the purposes of the Plan will be considered to have been broken when a member terminates employment. Alternatively, at the member's option, a break in service can be deferred until the member has completed less than **640** hours of work in a period of two consecutive calendar years. A member who has a break in service for any reason other than retirement or death after he has earned a vested pension will be entitled to a pension benefit starting at age **65**, equal to the vested pension earned under the Plan for Credited Past Service and Credited Future Service up to the date of termination.

A terminated member may elect to have his pension commence prior to attaining age **65** but not earlier than age **55**. In this case the pension will be reduced so that it has a value equivalent to the full pension commencing at age 65. This reduction will be a greater reduction than the reduction which applies if a member retires from active employment. Certain exceptions to this rule may apply if the member's employment is terminated as a result of technological change, permanent job elimination, or permanent closure of the workplace.

In lieu of receiving a deferred pension commencing at a later date, a terminated member may elect to have the lump sum which is equivalent to the value of the deferred pension transferred to a LIRA, LIF or LRIF, to a future employer's pension plan, or to an insurance company.

### **Statement of Benefits**

Within 180 days following the end of each calendar year, each member shall receive a statement of the accrued benefits to which the member is entitled under the Plan at the end of that year.

### **Administration**

The pension plan is administered by a Board of Trustees comprised of two union representatives, and two company representatives. If you have any questions that are not answered in this plan summary, please contact one of the Trustees: Michael Pisak, Allan Greenberg, Karen Reay, or Bob MacDonald.

