

Collective Agreement

This collective agreement made and entered into this day of ,
2001.

Between:

Garland Commercial Ranges Limited,
[hereinafter called the "Company"]

-and-

Labourers' International Union of North America, Local 506
[hereinafter called the "Union"]

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Collective Agreement

This collective agreement made and entered into this day of 2000.

Between:

Garland Commercial Ranges Limited,
[hereinafter called the "Company"]

-and-

Labourers' International Union of **North** America, Local **506**
[hereinafter called the "Union"]

ARTICLE 1 RECOGNITION

1.01 The company recognizes the Union **as** the exclusive Collective Bargaining Agent for all matters arising under this Agreement for all employees of the Company, located in the Region of Peel, Province of Ontario, save and except foremen and persons above the rank of foremen, office clerical, and sales department staffs, students employed during summer vacation period and persons employed less than twenty-four (24) hours per week. The following limitations apply:

- a. Students to be limited to the period May 1 to September 15 and the week of Christmas school break and the mid-winter school break.
- b. Ratio of students and non-seniority employees inclusive to permanent employees will be **no** more than 1 to 4.
- c. Students will not be used to reduce the permanent work force.
- d. Students may work overtime if members of the Bargaining Unit are offered the overtime and refuse **same**.
- e. In the event of layoff, part-time employees must be laid off first before permanent employees are laid off.

1.02 Any person in the above, excluded departments wishing to become or remain a member of

the Union, shall not be discriminated against by reason of such membership.

ARTICLE 2 - RELATIONSHIP

- 2.01 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of ~~an~~ employee's membership or non-membership in the Union.
- 2.02 The Union agrees that there will not be any Union activities or business conducted on the premises of the Company except as permitted by this Agreement.
- 2.03 The Union agrees that Labourers' International Union of North America, Local 506 ~~is~~ a branch thereof, chartered by, and in good standing with it, and acknowledges its responsibility to the Company for the acts of the Local, its officers, agents and representatives pertaining to this Agreement or breach thereof ~~as~~ fully ~~as~~ though such acts were its own acts.

ARTICLE 3 - DURATION OF AGREEMENT

- 3.01 This Agreement shall be effective from the 1st day of October 2000, hereinafter set out until and including the 30th day of September, 2004.

ARTICLE 4 - DESIRE TO AMEND

- 4.01 Should either ~~Party~~ desire to change, add to, amend or terminate this Agreement, written notice to that effect will be given within a period of ninety (90) days prior to the termination date of ~~this~~ Agreement and the Parties hereto agree to meet and bargain in good faith within ten (10) days of receipt of such notice.
- 4.02 Should the notice not contain proposed changes for a new Agreement in writing, then such proposals shall be submitted not less than ~~thirty~~ (30) days' prior to the termination date of this Agreement. If no such notice is given, ~~this~~ Agreement shall be automatically renewed and remain in force from year to year after the original expiry date.

ARTICLE 5 - UNION SECURITY

- 5.01 All employees under this Agreement, ~~as~~ a condition of employment, shall become and remain members of the Union during the life of this Agreement.

For the purpose of ~~this~~ Agreement, membership in ~~this~~ Union shall be deemed to mean the

payment of the initiation fee and regular monthly dues, as specified in ~~this~~ Agreement.

- 5.02 In recognition of this requirement, the Company will deduct initiation fees and dues, which are uniformly levied by the Union from the wages of employees covered by ~~this~~ Agreement, and such monies, together with a list of employees from whom deductions have been made, shall be remitted to the designated official of the Union by the 15th of the month.

ARTICLE 6 - MANAGEMENT FUNCTIONS

- 6.01 The Union acknowledges and agrees that the Company shall continue to reserve all of the rights, power and authority to manage its plant and business and to direct the working forces, without restricting the generality of the foregoing, the exercise of such rights by the Company shall include but not be limited to:

- a. Maintain order, discipline and efficiency
- b. To hire, direct, discharge, classify, transfer, lay-off, recall and suspend or otherwise discipline employees except that a claim by an employee that he has been discharged, improperly classified, transferred, laid-off or not recalled without just cause may be the subject of a grievance and dealt with in accordance with the grievance procedure.
- c. To make, enforce and revise from time to time rules and regulations relating to discipline, safety and the general conduct of the employees; provided that such rules and regulations are not inconsistent with the terms of this Agreement. A formal reprimand shall be done in the presence of the Shop Steward unless the employee requests otherwise.
- d. To determine the number ~~of~~ personnel required from time to time, the standards of performance of employees, the schedules of work, including the schedules of overtime work to be performed, schedules of vacations, the services to be performed and methods, procedures, machinery and equipment in connection therewith, the engineering and designing of products, the control of materials and parts to be incorporated in the products to be produced, and the extension, limitation, curtailment or cessation of operations.
- e. In the event the vacation shutdown is eliminated, the Company shall inform the Union no later than March 1st. In the case of no shutdown, vacations will be scheduled and approved by April 30th. Preference is to be based on the employees' seniority.

- 6.02 The Company agrees that these functions will not be exercised in a manner inconsistent with the terms of this Agreement.

ARTICLE 7 - STRIKES AND LOCKOUTS

- 7.01 During the term of this Agreement neither the Union nor its agents, the local officers or its representatives, shall authorize, instigate, take part in or condone, nor shall any employee or employees take part in any action against the Company, such as a strike, sit-down,

interference with the orderly operation of the Company. Any violation of this provision by **an** employee or employees may be cause for disciplinary action. The Company agrees that during the life of this Agreement, there shall be no lockout.

ARTICLE 8 - REPRESENTATION

- 8.01** The Business Representative of the Union shall have access to the plant during working hours, but in no case, shall his visits interfere with the progress of the work. When visiting the Plant, he will first advise the Superintendent or other supervisory personnel of the Company.

Labour Management Committees:

- 8.02** There will be one Labour / Management Committee for Kamato and Brevik consisting of seven (7) members, five **(5)** from Kamato and two **(2)** from Brevik. One of the seven (7) shall be designated **as** Chief Steward. Each member of this committee shall have at least one **(1)** year's seniority with the Company and shall be a regular, permanent employee of the Company during their time of office. The said Committee will co-operate with the Company in the administration of this Agreement.

The Labour / Management Committee will meet at least once per month and minutes of the meetings will be posted on the bulletin boards, and a copy will be given to each Shop Steward [within one week of the meeting].

- 8.03** The names of the Chief Steward and members of the Committee from time to time selected, shall be given to the Company in writing and the Company shall not be required to recognize any such steward or committee man until it has been notified in writing by the Union of the name of same.
- 8.04** The Company understands to advise employees coming within the jurisdiction of this Agreement of changes in Supervisory **staff as** they occur, by posting for a period of two (2) weeks, the names on the Company bulletin boards.
- 8.05** The Union undertakes to secure from its officers, stewards and members their co-operation with the Company and with all persons representing the Company in **a** supervisory capacity.
- 8.06** The Company undertakes to secure from its supervisory personnel their co-operation with all business representatives and all persons representing the union in **an** official capacity **as** stewards, members of the Labour Management Committee or members of the Negotiating Committee.
- 8.07** No discrimination shall be shown against any steward for carrying on **his** duties, but in no case shall his duties interfere with the progress of the work. The Union agrees that the

Stewards have their regular duties to perform on behalf of the Company and they will not leave their regular duties without first receiving permission from their Superintendent. Such permission will not be unreasonably withheld.

- 8.08** It is agreed that for the purpose of Collective Bargaining, a Negotiating Committee comprising of six (6) permanent employees; four (4) from Kamato and two **(2)** from Brevik, may be appointed by a representative of the Union. The activities of the Negotiating Committee will not interfere unduly with the progress of the work of the Company. It is agreed that the Negotiating Committee will provide reasonable across-the-board representation for the two plants.
- 8.09** A Joint Health and Safety Committee will be established at each plant. There will be three **(3)** employees on the Committee at the Kamato plant and two **(2)** employees on the Committee at the Brevik plant. These Committees are to meet once a month and minutes of their meetings are to be posted on bulletin boards.

The Company will consider any recommendations made by the joint Health and Safety Committees and will submit a response within thirty **(30)** days of receipt of the recommendations.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01** Should any difference arise between the Company and any of its employees or the Union **as** to the interpretation, application, administration or alleged violation of the provisions of this agreement, an earnest effort shall be made to settle same in the following manner. Complaints of employees shall be adjusted as quickly **as** possible, and it is understood that a complaint shall not be considered a grievance until the employee has first given his Superintendent an opportunity to adjust the complaint. If an employee has a complaint, he shall discuss it with his Superintendent, with the Steward present, within three **(3)** working days' after the circumstances giving rise to the complaint, and failing settlement, it may then be taken as a Grievance within three **(3)** working days' thereafter on the following basis:

Stage One

The Grievance shall be submitted in writing to the Company within three **(3)** working days' of the alleged grievance, and the Superintendent shall give his answer within three **(3)** working days. Should the employee or the Union feel that this grievance has not been satisfactorily settled, THEN:

Stage Two

The Chief Steward, the Business Representative and not more than two **(2)** employees of the

Bargaining Unit shall, on behalf of the employees, present the grievance in writing to the Director- Manufacturing Service or his delegate, who shall discuss the matter with such Committee and give its decision no later than seven (7) days after written presentation has been given to it. If satisfactory settlement of the grievance is not reached, it may then be dealt with by Arbitration.

- 9.02** At the Second Stage of the Grievance procedure, other Company representative or senior officials of either the Company or the Union who are not employees of the Company, may be present at the request of either.
- 9.03** Should any grievance not be submitted within the time limits specified, it shall be considered to have been settled on the basis of the Company's reply to the grievance. If no written answer has been given to the grievance within the time limits specified above, the employee shall be entitled to submit the grievance to the next stage, including arbitration. The parties may, however, extend the time to the next stage, including arbitration. The parties may, however, extend the time limits in the grievance or arbitration procedures by mutual agreement in writing.
- 9.04** The Union shall have the right to lodge a grievance with the Company relating to any Company policy. The grievance shall first be presented in writing to the Company and a meeting will be held within one (1) week between representatives of the Company and the Union and the grievance shall be answered in writing by the Company within one (1) week of such meeting.
- 9.05** The Union shall have the right to lodge a grievance with the Company relating to any Company policy. The grievance shall first be presented in writing to the Company and a meeting will be held within one (1) week between representatives of the Company and the Union and grievance shall be answered in writing by the Company within one (1) week of such meeting. However, this provision shall not be used to defeat the purpose of the normal grievance procedure set out above.
- 9.06** If final settlement of any grievance is not completed within fifteen (15) working days after the answer was given and the Second Stage and if the grievance is one which concerns the interpretation, administration or alleged violation of the agreement, the grievance may be referred by either party to a Board of Arbitration, as provided in Article 10 below.

ARTICLE 10 - ARBITRATION

- 10.01** For the enforcement of this Agreement, a Joint Arbitration Committee consisting of one (1) member who shall be appointed forthwith by each of the Company and the Union. The two (2) appointed arbitrators shall appoint a neutral Chairman and if no Agreement is reached on who the Chairman will be within seven (7) days, the Minister of Labour will be requested to appoint a Chairman. The decision of the Board will be ~~final~~ and binding on both parties to

the agreement. Each of the Company and the Union will pay the fees and expenses of its own Nominee and one-half of the fee and expenses of the neutral Chairman.

- 10.02 The Board of Arbitration who has completed his probationary period that he has been discharged without reasonable cause, shall be treated as a grievance if a written statement of such grievance is lodged with the VP - Operations, or his delegate, within five (5) days after the employee is discharged and the First Stage of the Grievance Procedure will be omitted in any such case.

ARTICLE 11 -DISCHARGE

- 11.01 A claim by an employee who has completed his probationary period that he has been discharged without reasonable cause, shall be treated as a grievance if a written statement of such grievance is lodged with the Vice President - Operations, or his delegate, within five (5) days after the employee is discharged and the first stage of the Grievance Procedure will be omitted in any such case.

- 11.02 Such special grievances may be settled under the Grievance and Arbitration Procedures by:

- (a) Confirming the employee's dismissal;
- (b) Reinstating the employee with full compensation for the time lost, or;
- (c) By any other arrangements which are reasonable within the opinion of the confirming parties.

ARTICLE 12 - SENIORITY

- 12.01 During the first forty-five (45) working days of employment with the Company, a permanent employee shall be considered a probationary employee and on qualifying his seniority will date back to the last time of hiring. During his probationary period, a permanent employee shall be subject to all provisions of this Agreement, save and except the grievance procedure in the event of his discharge.

- 12.02 In the event that the first forty-five (45) working days of employment with the Company are interrupted by a lay-off, the employee, if re-hired within a period equal to his former service with the Company, shall receive credit for the number of calendar days previously employed by the Company.

- 12.03 Any lay-off of the permanent employees by the Company shall be carried out in the order of Company-wide seniority so long as it does not prevent the Company from maintaining an adequate work force of permanent employees who are capable of performing the current workload. Where the permanent employee is capable to perform the work to be done, then seniority shall be the deciding factor. In reducing staff within either Plant, the junior displaced permanent employee will displace the most junior employee, if any, in the other plant whose job he is capable of performing.

- 12.04 Should a permanent employee claim that he is capable of doing the work, a minimum two (2) week trial period will be given. The Company will be the sole judge provided that it will not act in an arbitrary manner in making its decision. The Company agrees to inform the employee of its decision immediately after the trial period is over. It is agreed that any evaluation of the employee will not be made by a lead hand or member of the bargaining unit.
- 12.05 In the case of lay-off, employees affected will receive three (3) days' advance notice during which he will be permitted to clear ~~with~~ the Stockroom. When a permanent employee quits a job, he shall give the Company one (1) hour's notice. In the case of termination of employment, as defined under the Employment Standards Act, 1974, the notice ~~as~~ required in the Act, shall be given.
- 12.06 Permanent employees who are laid off will retain their full seniority for a period equal to their length of service or eighteen (18) months, whichever is shorter. Recalls from lay-off shall be order of Company-wide seniority, provided the employee has the necessary qualifications and ability to perform the work currently required.
- 12.07 Preferential seniority shall be given to each Shop Steward and provided he is able to perform the work, he shall be one of the last two (2) employees retained by the Company.
- 12.08 The seniority of all permanent employees in the Bargaining Unit shall be set forth in a list showing the employees' names and dates of hire. The company will submit to the Union an up-to-date list of permanent and non-seniority employees and their seniority classifications every May and November during the life of this agreement.
- 12.09 There will be labour management co-operation committees of the parties. The Committee will meet, as required, but at least once a month. The committee will not have the authority to amend the Collective Agreement but may make recommendations to the parties for consideration.

ARTICLE 13 - LOSS OF SENIORITY

- 13.01 A permanent employee, at the sole discretion of the Company, loses **his** seniority rights and employment with the Company if he:
- a. voluntarily quits the employ of the Company;
 - b. is discharged and is not reinstated through the grievance procedure;
 - c. is laid off and not recalled within the period provided for in Article 12.06;
 - d. if a person on lay-off fails to notify the Company of his intention to return to work within five **(5)** days of the mailing of a registered letter to his last recorded address with the Company and, in fact, fails to return to work ~~within~~ ten (10) days of such mailing. The

- Chief Steward shall be notified of the intent to recall;
- e. is absent for three (3) consecutive working days without notifying the Company's office.

13.02 The Company will notify the Union Steward within three (3) days in the event that an employee loses his seniority for any of the above reasons.

ARTICLE 14 – TEMPORARY TRANSFER

14.01 An employee temporarily transferred for the convenience of the Company will be paid that person's hourly rate or the rate of the job, whichever is higher. If temporarily transferred instead of being laid ~~off~~, or transferred at the employee's convenience, the person will be paid the lower rate. Temporary transfers will not exceed sixty (60) days' duration per person, per calendar year, except as mutually agreed. In this regard, it is understood that **any** temporary transfer for one shift or less will not be included for the purposes of the sixty (60) day maximum amount."

It is agreed that a union steward will not be temporarily transferred from one plant to another.

- 14.02 When implementing a temporary transfer in excess of one full ~~shift~~ between plants or between departments, the employer will transfer, if possible, the most junior employee(s) in the classification from which the transfer is made provided
- a. such employee is capable and experienced in the work to which he is transferred;
 - b. this does not result in any unreasonable interruption to any ongoing job assignment or current workload,
 - c. the remaining employees in the classification affected are capable and experienced in the job assignments to be performed;
 - d. the transfer does not result in more ~~than~~ one employee in the department affected being bumped from his current job assignment as a result of the application of this clause.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01 The normal hours of work will be eight (8) hours per day, Monday through Friday inclusive, representing a normal work week of forty (40) hours per week. It is understood that this shall not constitute a guarantee of hours of work per day or days of work per week or for any period whatsoever.

Number of hours paid for a holiday to be eight (8) hours, except during the summer hours when both shifts will be paid eight and three quarters (8 ¾) hours.

15.02 It is understood and agree that the normal daily hours of work specified in 15.01 above, may

be increased to eight and three quarters (8 $\frac{3}{4}$) hours per day, Monday to Thursday, and five (5) hours on Friday, during certain periods of the year in order to allow employees to enjoy the extended weekend provided that the normal weekly hours do not exceed forty (40) as provided herein.

The Company agrees to provide the Union with seven (7) days' notice in advance of any major change in hours of work or shifts.

- 15.03** Authorized work performed in excess of eight (8) hours per day shall be paid at time and one-half the employee's regular hourly rate and all work performed on Saturday shall be paid at the rate of time and one-half an employee's regular rate. Authorized work performed on Sunday shall be paid double an employee's regular rate. Shift premiums will be paid for second shift at ~~60¢~~ and third shift at ~~75¢~~. ; Effective October 1, 2003, increase second shift premium from sixty cents (~~60¢~~) per hour to sixty-four cents (~~64¢~~) and increase the third shift premium from seventy-five cents (~~75¢~~) per hour to seventy-nine cents (~~79¢~~) per hour.
- 15.04** It is understood and agreed where **15.02** is applicable that the time and one-half premium will be after eight and three-quarters (8 $\frac{3}{4}$) hours per day, Monday to Thursday, and after five (5) hours on Friday.
- 15.05** It is agreed that the Company shall have the right to schedule or assign overtime work whenever necessary to meet emergencies or to ensure efficiency of its operations and no employee shall refuse to perform overtime work without giving a reason which is reasonable. When overtime work is required, the Company will notify employees as far in advance as possible and, in any event, will make every reasonable effort to give at least four (4) hours' notice. In addition:
- a. Notwithstanding any other clauses, it is understood that overtime will be voluntary after the employee has performed four (4) hours overtime provided ~~this~~ does not affect the Company's right to require work on a Saturday.
 - b. Overtime opportunities will be distributed in an equitable manner amongst those employees who normally perform the work. Where the Company is unable to meet its overtime needs using employees within a department, overtime will be offered to employees outside the department who possess the skills and ability to perform the work required, on the basis of their seniority.
 - c. There will be a paid fifteen (15) minute period after two (2) hours of overtime. When in excess of two (2) hours overtime is worked, normal breaks will be applied.
 - d. Scheduling of normal production overtime to be done two (2) days in advance.
- 15.06** Authorized work performed in excess of eleven (11) hours per day shall be paid for at the rate of double the employee's regular hourly rate of pay.

ARTICLE 16 – HOLIDAYS

- 16.01 a. Each employee who is not required to work on any of the following days shall receive a normal day's payment at his regular hourly rate for the celebration of the holidays listed hereunder, provided that the employee works the regular day before the holiday and the regular day after the holiday.

| | |
|----------------|---------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Dominion Day | Boxing Day |
| Civic Holiday | Employee's Birthday |

- b. Where **an** employee's birthday falls on the weekend, **this** holiday shall be taken on the nearest workday. When the birthday falls on Tuesday, Wednesday, or Thursday, the employee will be given the option to celebrate it on the next Friday to allow for **a** long weekend.
- c. Once "Heritage Day" is declared by the Government as a holiday, it shall be added to the listing in Clause 16.01 (a) above.
- d. In addition to those holidays above, there shall be one (1) floating holiday which, along with Heritage Day, will be observed between Christmas Day and New Year's Day except by mutual agreement between the Company and the **Union**.

16.02 If an employee is requested by the Company to work on any of the foregoing holidays, he will be paid double his regular hourly rate for each hour worked, plus holiday pay as provided in 16.01.

16.03 The parties to this Agreement may mutually agree to change the day of celebration of any holiday which does not fall on either a Monday or a Friday. If such a change is mutually agreed, payment required under 16.01 and 16.02 will be applicable only to the date actually celebrated by the Company.

ARTICLE 17 - VACATIONS

17.01 The Company, when possible, will close the plant for a two (2) week period during late July or early August for vacation purposes. In cases where production schedules or work programs make this impossible, vacation will be scheduled to provide one (1) week for permanent employees who commenced work later than January 5th but prior to April 1st of the current year; two (2) weeks for employees who commenced work prior to January 5th of the current year but less than five (5) years' service; three (3) weeks for permanent employees having five (5) years' service but less than ten (10) years service; four (4) weeks for permanent employees having ten (10) years service but less than eighteen (18) years service; and five (5) weeks for permanent employees having eighteen (18) years service but

less than twenty-eight (28); and six (6) weeks for permanent employees having twenty-nine (29) years of service or more.

- 17.02 Whenever a permanent employee is entitled to more than two (2) weeks' vacation, the Company will endeavour to schedule the balance at a time mutually satisfactory to both parties within the calendar year in which the vacation is due giving preference of choice to senior employees. Any vacation scheduled over two (2) weeks to be the employee's preference based on seniority in the event of any dispute between employees.

In the event that the Company **has** a vacation shutdown during the months of September through to the following June, employees will be provided with the option of taking vacation which is owed to them or being placed on unpaid leave of absence for the duration of the shutdown.

- 17.03 Such vacation, as stated in 17.02 above, will be for a week's duration or more. No vacation will be taken or considered for a shorter period of time.
- 17.04 A permanent employee's pay for such period or periods of time, **as** stated in 17.01 and 17.02 above, will be held by the Company until such employee takes his vacation.
- 17.05 The Company agrees to notify the permanent employees of the intended period of the vacation shutdown on or before April 1st of any calendar year. The Company reserves the right to amend this date should circumstances arise which would make it impractical to operate under the posted schedule as may be applicable to various product lines and support services.
- 17.06 Effective in the calendar year 2000, pay for vacation, outlined in Section 17.01 above, shall be based on the permanent employee's gross earnings during the prior calendar year in accordance with the following table.

Permanent employees having twenty-nine (29) years of service or more will be entitled to the said vacation time.

| <u><i>Years of Service</i></u> | <u><i>Vacation Time</i></u> | <u><i>Percentage of Gross Earnings</i></u> |
|--------------------------------|-----------------------------|--|
| Less than 1 year | 1 week | 1 week @ current rate |
| 1 year but less than 5 | 2 weeks | 4% |
| 5 years but less than 10 | 3 weeks | 6% |
| 10 years but less than 18 | 4 weeks | 8% |
| 18 years but less than 29 | 5 weeks | 10% |
| 29 years or more | 6 weeks | 12% |

- 17.07 For the purpose of vacation, years of service completed within the same calendar year **as**

vacation year, shall count.

ARTICLE 18 – WAGE SCHEDULE

- 18.01 Appended hereto and forming part of **this** Agreement is Appendix “A” Wage Schedule – which outlines the classifications of work and hourly rates in effect as at the date of signing of **this** Agreement.
- 18.02 If during the life of this Agreement, any new permanent occupational classifications are established by the Company, the Union will be advised of such occupational classification and the rates of pay. Once the Union has been advised, the classification and rates will form part of Appendix “A” for the duration of the agreement.
- 18.03 When a vacancy occurs in a job classification above that of unskilled labour, the Company will post a notice of the vacancy on the plant bulletin board for three (3) days. Subject to Article 32.14, employees wishing to apply for the posted job vacancy may do **so** by completing forms provided for that purpose. In filling a job vacancy, employees having seniority will be given consideration in preference to new applicants. Seniority shall be the guiding factor provided the applicant has the ability to do the work. The decision will be made within forty-five (45) working days of commencement of the trial period. If the employee is considered inadequate by Management, he will be returned to his former job. In making its decision, the Company will not act in **an** arbitrary manner.
- 18.04 Postings will be Company-wide, notwithstanding only permanent employees who apply at the plant of the posting will be initially considered for the vacancy. If there is no successful applicant from these candidates, the Company will consider the applicants from the other plant prior to hiring from outside the permanent Bargaining Unit.
- 18.05 The Company will continue its present practice of considering qualified employees for all positions outside the Bargaining Unit prior to hiring from outside sources.

ARTICLE 19 – HEALTH, WELFARE AND PENSIONS

- 19.01 Subject to the entrance requirements of the individual plans, the text of which are governing, the following coverages are available to a newly hired permanent person from the date of employment until the end of the second (**2nd**) month following the month in which a lay-off occurs. The cost of such coverage will be borne by the Company.
- 19.02 Group Life Insurance, plus Accidental Death and Dismemberment, both coverages equal to two times the employee’s annual base wage in effect as of January **1st** of each year. Optional life insurance will also be available.
- 19.03 In case of illness or non-occupational accident not covered by Workers’ Compensation or

other coverage, the permanent employee will receive 70% of his straight hourly rate starting on the second (2nd) day to a maximum of seventeen (17) weeks. A medical certificate may be required by the Company if the disability exceeds three (3) days. The first day will be covered at 70% if the employee is hospitalized. From the end of the 17th week to the end of the 26th week, Short Term Disability coverage at 65% of straight time hourly rate will apply. After twenty-six (26) weeks of Short Term Disability coverage at 65% of straight time hourly rate will apply. After twenty-six (26) weeks of Short Term Disability coverage and providing the employee supplies a medical certificate as may be required by the insuring agent. Eligibility for long term disability will be continued at sixty-five percent (65%) of such earnings until his return to work or age sixty-five (65), whichever is earlier.

19.04 An extended Health Care Program includes a Formulary Three Prescription Drug Program with a 10% deductible up to a maximum of \$2.00 per prescription. Other health care items which may be contained in the Plan carry a ten dollar (\$10.00) **annual** deductible for each unmarried employee and twenty dollars (\$20.00) annual deductible for each family group. Other health care items include semi-private hospital coverage and International Travel Plan while travelling outside Canada with no deductible.

19.05 THE VISION **CARE** PLAN will cover a prescription of a medical doctor or **an** optometrist, a permanent employee and each member of the employee's family may claim a refund once in any consecutive twenty-four (24) month period for eye glasses, and/or contact lenses, in the amount of \$200.00. Effective October 1, 2003, the amount of the refund claim will be increased to \$220 in any consecutive twenty-four (24) month period.

19.06 A DENTAL PLAN at the current O.D.A. rates is available to permanent employees.

ROUTINE TREATMENT DENTAL - will be covered @ 100% for existing codes with no limit per year.

MAJOR DENTAL - will be covered @ 50% up to a maximum of \$1,500 per year, per person.

ORTHODONTICS - will be covered @ 50% for dependent children under age 25, up to a lifetime maximum of \$1,500 per dependent child.

19.07 HEARING AID COVERAGE up to \$300.00 will be provided every four years for permanent employees eligible.

19.08 **An EMPLOYEE ASSISTANCE PROGRAM** that consists of confidential assistance for a wide range of problems, such as drugs, alcohol, stress, marital problems, etc. will be implemented.

19.09 The Company agrees to make its **DEFINED CONTRIBUTION PENSION PLAN** available to all eligible permanent employees in the Bargaining Unit. Information on the plan will be readily available in booklet form. Normal retirement is at age 65. However, permanent

employees may retire under the terms of the plan after age 55. The Employer will continue its premium contributions for Extended Health Care and Dental coverage until age 65 and will continue its contribution for reduced life insurance coverage until age 70. At age 70, such employee will have a paid-up life insurance policy in the amount of \$10,000.00. Reduced life insurance means fifty percent (50%) of the benefit level in effect as of the employee's retirement.

Effective October 1, 2000, the contribution levels will be as follows:

| Employee Contribution | Corresponding Company Contribution |
|-------------------------------|---|
| 2% of annual earnings | 2% of annual earnings |
| 3% of annual earnings | 2.5% of annual earnings |
| 4% of annual earnings | 3% of annual earnings |
| 5% of annual earnings | 4% of annual earnings |
| 6% or more of annual earnings | 5% of annual earnings |

In addition, the Company will make available an independently administered Group RRSP Plan through payroll deductions.

19.10 The **LEGAL SERVICE PLAN** will be available to all permanent hourly employees on May 1st, 1997. Effective November 1, 1996, the Company agrees to contribute five cents (5¢) per hour worked by each permanent employee to the Labourers' Union Local 506 prepaid Legal Service Plan. The sole obligation of the Company is to make the aforementioned contributions.

19.11 Benefit coverage continuation will be available to all permanent hourly employees. The Company agrees to continue to pay the required premiums for benefit plans **for** up to **thirty-six (36)** months **after** the initial absence of a permanent employee due to non-occupational illness or disability or while in receipt of benefit payments from workers' Compensation. This commitment will be extended to those employees in the bargaining unit terminated on or after September 26, 1995.

ARTICLE 20 – SAFETY BOOTS

20.01 Each year by February 28th, the Company will pay a contribution towards the purchase of safety shoes, to each employee who has completed his probationary period in the amount **of** \$100.00. Effective October 1, 2002, this contribution will increase to one hundred ten dollars (\$110.00).

ARTICLE 21 – COVERALLS

- 21.01 The Company agrees to provide three (3) pair per contract year to employees in Welder and Polisher classifications. These employees are responsible for cleaning and maintenance of the coveralls

ARTICLE 22 - REST PERIODS

- 22.01 There shall be a twelve (12) minute rest period assigned by the Company during the first four (4) hours of an employee's regular ~~shift~~, and also during the last four (4) hours of an employee's regular shift. Breaks will commence no earlier than one and one-half hours (90 minutes) from the start of the ~~shift~~.

ARTICLE 23 - PAYMENT OF WAGES

- 23.01 All time books are to be closed bi-weekly. When an employee is laid-off, he shall receive ~~his~~ wages and books by quitting time.

- 23.02 Employees will be paid by cheque or direct deposit on pay day which normally will be alternating Thursdays.

Employees taking vacation will receive a manual cheque for the vacation period if an application is made at least (3) weeks prior to the required date.

- 23.03 When an employee is laid-off or discharged and is not given his pay and such papers to which he is entitled, the Company shall forward them to the employee's last known address by registered mail within twenty-four (24) hours from the time of termination.

- 23.04 Any employee who fails to receive his pay cheque on the regular pay day or any employee who received a pay cheque which does not contain payment in full for all hours earned in the preceding pay period, shall notify the Company immediately and the Company shall make the necessary adjustments within the pay period, after receiving notification.

ARTICLE 24 -REPORTING FOR WORK

- 24.01 An employee reporting for work, unless previously notified not to report shall be guaranteed four (4) hours at his standard hourly rate. To qualify for such pay, the employee affected would be required to take such alternative work as may be available, in the event that ~~his~~ normal work has run out. Acts of God or situations beyond the control of the Company are excepted.

ARTICLE 25 – INJURY ALLOWANCE

25.01 Any employee injured on the job shall be paid for the balance of the shift in which the injury occurs, if as a result of such injury, the employee is sent to the hospital on the Company's instructions. He shall return to work on the same day if the injury is minor.

ARTICLE 26 – JURY DUTY

26.01 The Company agrees that any employee having attained seniority and who is summoned to perform Jury Duty, shall be paid for a regular full shift daily at the Company's regular straight time hourly rate less the daily jury duty fee paid by the Court. The employee will be required to report to work when not required to serve in this capacity.

ARTICLE 27 – LEAVE OF ABSENCE

27.01 The Company agrees to grant leave of absence without pay to employees for what the Company considers to be legitimate reasons, subject to the requirements of the business. Such leave of absence will not be unreasonably withheld.

ARTICLE 28 – BEREAVEMENT PAY

28.01 The Company will grant up to three (3) days' absence with pay to attend the funeral or religious or memorial service at the time of the death of a member of the employee's immediate family [spouse, common-law spouse, father, mother, brother, sister, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandparent]. Such days of absence must be taken in conjunction with the date of funeral. At its discretion, the Company may grant up to five (5) additional days unpaid leave of absence at the time of the funeral to allow for out-of-province travel to attend the funeral.

ARTICLE 29 – UNION LABEL

29.01 Effective with the date of this agreement, the Company agrees to display the Union's label on products made by the Company, and the Union agrees to supply such labels during the entire term of ~~this~~ Collective Agreement.

ARTICLE 30 – PROTECTIVE CLAUSE

30.01 No employee shall suffer a reduction of wages, conditions or allowances as a result of this Agreement, except as provided for in this Agreement. Any such reduction that is in dispute

shall be subject to the Grievance Procedure. In the event of a promotion and the employee has successfully completed the trial period, the employee will be paid at the rate for the new job effective from the first day of trial. Employer must advise the employee no later than forty-five (45) days **after** the trial commences.

ARTICLE 31 – DEDUCTION OF UNION DUES

- 31.01 The Company agrees to deduct regular monthly dues, initiation fees and arrears, **as** specified in the Union constitution, from the **first** pay due in each month from each employee covered by this Agreement and remit the monies, so deducted, to the Union on or before the fifteenth (15th) day of the current month.
- 31.02 The Company will at the time of making such remittance to the Union, specify the employees from whose pay such deductions were made.
- 31.03 The Union will advise the Company in writing the amount of Union dues and initiation fees or if there are any changes in the amount of the Union or initiation fees during the terms of the Agreement, the Union will advise the Company of such changes.
- 31.04 The Union agrees to indemnify the Company and hold it harmless against any claim which may arise in complying with the provisions of **this** Article.
- 31.05 The Company will provide bulletin board space and will permit the Union to post thereon notices, provided that such notices are approved by the Company.

ARTICLE 32 - NON-SENIORITY GROUPING

- 32.01 In order to assist the Company in controlling future labour costs, the parties have agreed to the establishment of a non-seniority group of employees subject to the following **terms** and conditions of employment.
- 32.02 All Bargaining Unit employees **as** of ratification (November 9, 1993) are exempt from **this** group; only employees hired after ratification will be employed in this group. For the purpose of this letter, employees in the bargaining unit **as** of ratification will be called permanent employees to distinguish from the employees in the non-seniority group.
- 32.03 The ratio of non-seniority group employees to permanent employees will not exceed one (1) non-seniority employee to every five (5) permanent employees. During the period May 1st to September 15th and the week of Christmas school break and winter school break, the ratio of non-seniority employees and students employed to permanent employees will not exceed one (1) such employee to every five (5) permanent.

- 32.04 For vacancies, including new classifications, occurring subsequent to ratification, the Company will utilize the normal posting procedures of the Collective Agreement in order to fill such vacancy with a permanent employee. Upon completion of this procedure, the ultimate remaining vacancy will be filled by the hiring of a non-seniority employee.
- 32.05 Non-seniority employee will not attain a seniority status under the Collective Agreement but will be required to serve a 45 working day probation period for the purpose of evaluation as a suitable employee. Termination of non-seniority employee during this period shall be on the same basis ~~as~~ a probationary employee. If the employee successfully completes this 45 day period, he will be entitled to just cause in the event of discipline or discharge in the same manner ~~as~~ an employee who has attained seniority.
- 32.06 Non-seniority employees will be paid at seventy-five percent (75%) of the appropriate classification rate [i.e. hire rate, learning rate, progression rate and job rate].
- 32.07 Shift premiums will apply to non-seniority employees, as per the provisions of the Collective Agreement.
- 32.08 Hours of work and overtime for non-seniority employees will be in accordance with Article 15 of the Collective Agreement. No overtime will be offered to a non-seniority employee unless all permanent employees in the department affected have refused such overtime. In the event of work on a holiday listed in the Collective Agreement, the ratio established under item (2) will apply.
- 32.09 No benefits under the Collective Agreement will be paid to an employee in the non-seniority group other than those required by statute law. Effective January 1, 1997, the Company will make available a Basic Benefit Package to non-seniority employees and the premium cost of these benefits will be paid by the employee. Eligibility will commence after six (6) months of continuous employment. (See Appendix "B").
- 32.10 The non-seniority employee will pay union dues and initiation fees in accordance with the Collective Agreement.
- 32.11 All employees in the non-seniority group must be laid off prior to the lay-off of a permanent employee. This includes temporary shutdown other than shutdown for the balance of the shift.
- 32.12 The lay-off and recall of employees in the non-seniority group will be based on length of employment from date of hire subject to the ability and qualifications of the employees in this group to perform the remaining work in ~~this~~ group. Recall rights will exist for a period equal ~~to~~ the employees' length of employment ~~or~~ one year, whichever ~~is~~ shorter.
- 32.13 Once the Company has hired the maximum number of non-seniority employees allowed under the established in item (2) above, it may; declare a resulting vacancy as per item (3) to

be permanent with the result that the employee in the non-seniority group may apply for such vacancy in accordance with length of employment, ability and qualifications to do the work. The successful applicant will then be considered as a permanent employee and not covered by this letter.

- 32.14** All provisions of the Collective Agreement will apply to employees in the non-seniority grouping other than wage rates, benefits, or other items contained herein. In clarification, it is agreed that Articles **12, 13, 17, 18.01** and **19** do not apply to the employees in the non-seniority group. Non-seniority employees may apply for any job postings but only will be considered for the position after permanent employees have been considered.
- 32.15** No Workshare Program will be implemented for permanent employees unless all non-seniority employees are on lay-off. This does not prevent implementation of Workshare Programs for employees in the non-seniority grouping.
- 32.16** In the event that the Company implements any training programs for new or existing classifications, it is agreed that permanent employees will be provided opportunity for such training prior to the non-seniority employees.
- 32.17** A non-seniority employee who becomes permanent will be given ~~his~~ date of hire as a non-seniority employee for the purpose of his vacation entitlement.

ARTICLE 33 – TECHNOLOGICAL CHANGE

- 33.01** The parties recognize that technological change is desirable. Notwithstanding, they also recognize that substantial technological change can have far-reaching effect on job status.
- 33.02** For the purpose of this provision, technological change shall mean a significant change in the means of operation resulting from the introduction of new technology which results in the elimination of a job or jobs.
- 33.03** In the event of such technological change, the parties agree:
- a. Upon the introduction of such change, the Company will review with the Union the timing involved and the number of employees affected and the classifications involved;
 - b. The parties will discuss any relevant issues that the Union may wish to raise;
 - c. The Company will notify the Union three (3) months in advance of such technological change.

ARTICLE 34 – SEVERANCE PAY

- 34.01** The Company will pay severance pay in accordance with the provisions of the Employment

Standards Act of Ontario.

34.02 In the event of job elimination resulting in severance due to technological change, outsourcing of production or plant closure, the Employer and Union agree to meet and discuss severance pay.

APPENDIX "A"

JOB CLASSIFICATION & JOB RATE

EFFECTIVE OCTOBER 1, 2000

| | Hiring Rate | Learning | Progression Rate | Job Rate |
|---------------------------------|----------------|----------|---------------------|-------------|
| <u>GARLAND KAMATO</u> | | | | |
| Sr. Maintenance Mechanic | \$18.99 | \$19.49 | \$20.49 | \$21.49 |
| Tool & Die Maker | \$18.99 | \$19.49 | \$20.49 | \$21.49 |
| Senior Lead Hand | \$18.57 | \$19.07 | \$20.07 | \$21.07 |
| Maintenance Trades Person | \$18.26 | \$18.76 | \$19.76 | \$20.76 |
| Lead Hand | \$18.25 | \$18.75 | \$19.75 | \$20.75 |
| Quality Inspector | \$18.14 | \$18.64 | \$19.64 | \$20.64 |
| Welder | \$17.78 | \$18.28 | \$19.28 | \$20.28 |
| Sheet Metal Mechanic | \$17.67 | \$18.17 | \$19.17 | \$20.17 |
| Tester | \$17.67 | \$18.17 | \$19.17 | \$20.17 |
| Painter | \$17.39 | \$17.89 | \$18.89 | \$19.89 |
| Porcelain Sprayer | \$17.34 | \$17.84 | \$18.84 | \$19.84 |
| CNC Operator | \$17.34 | \$17.84 | \$18.84 | \$19.84 |
| Press Brake Operator | \$17.34 | \$17.84 | \$18.84 | \$19.84 |
| Finisher | \$17.34 | \$17.84 | \$18.84 | \$19.84 |
| Shear Operator | \$17.19 | \$17.69 | \$18.69 | \$19.69 |
| Spot Welder | \$17.01 | \$17.51 | \$18.51 | \$19.51 |
| Assembler | \$17.01 | \$17.51 | \$18.51 | \$19.51 |
| Machine Operator | \$17.01 | \$17.51 | \$18.51 | \$19.51 |
| Material Handler | \$17.01 | \$17.51 | \$18.51 | \$19.51 |
| crater | \$17.01 | \$17.51 | \$18.51 | \$19.51 |
| Labourer | \$15.24 | \$15.74 | \$16.74 | \$17.74 |
| Sweeper | \$13.10 | \$13.60 | \$14.60 | \$15.60 |
| <u>VENT MASTER</u> | | | | |
| Maintenance Trades Person | \$18.26 | \$18.76 | \$19.76 | \$20.76 |
| Lead hand | \$18.10 | \$18.60 | \$19.60 | \$20.60 |
| Custom Control Panel Fabricator | \$17.94 | \$18.44 | \$19.44 | \$20.44 |
| Welder | \$17.78 | \$18.28 | \$19.28 | \$20.28 |
| Painter | \$17.39 | \$17.89 | \$18.89 | \$19.89 |
| Polisher | \$17.39 | \$17.89 | \$18.89 | \$19.89 |
| CNC Operator | \$17.34 | \$17.84 | \$18.84 | \$19.84 |
| Brake Press Operator | \$17.34 | \$17.84 | \$18.84 | \$19.84 |
| Final Hood Finisher | \$17.34 | \$17.84 | \$18.84 | \$19.84 |
| Shear Operator | \$17.19 | \$17.69 | \$18.69 | \$19.69 |
| Assembler | \$17.01 | \$17.51 | \$18.51 | \$19.51 |
| Machine Operator | \$17.01 | \$17.51 | \$18.51 | \$19.51 |
| Crater | \$17.01 | \$17.51 | \$18.51 | \$19.51 |
| Labourer | \$15.24 | \$15.74 | \$16.74 | \$17.74 |
| <u>WAREHOUSE STORES</u> | | | | |
| Lead Hand | \$17.21 | \$17.71 | \$18.71 | \$19.71 |
| Shipper I Receiver | \$16.05 | \$16.55 | \$17.55 | \$18.55 |
| Stockkeeper I Parts Picker | \$16.05 | \$16.55 | \$17.55 | \$18.55 |

APPENDIX "A"

JOB CLASSIFICATION & JOB RATE

EFFECTIVE OCTOBER 1, 2001

| | Hiring Rate | Learning Rate | Progression Rate | Job Rate |
|--------------------------------|----------------|------------------|---------------------|-------------|
| <u>GARLAND KAMATO</u> | | | | |
| Sr. Maintenance Mechar | \$18.42 | \$19.92 | \$20.92 | \$21.92 |
| Tool & Die Maker | \$18.42 | \$19.92 | \$20.92 | \$21.92 |
| Senior Lead | \$18.99 | \$19.49 | \$20.49 | \$21.49 |
| Maintenance Trades Person | \$18.68 | \$19.18 | \$20.18 | \$21.18 |
| Lead Hand | \$18.17 | \$19.67 | \$20.67 | \$21.67 |
| Quality Inspector | \$18.55 | \$19.05 | \$20.05 | \$21.05 |
| Welder | \$18.19 | \$18.69 | \$19.69 | \$20.69 |
| Sheet Metal Mechanic | \$18.07 | \$18.57 | \$19.57 | \$20.57 |
| Tester | \$18.07 | \$18.57 | \$19.57 | \$20.57 |
| Painter | \$17.79 | \$18.29 | \$19.29 | \$20.29 |
| Porcelain Sprayer | \$17.74 | \$18.24 | \$19.24 | \$20.24 |
| CNC Operator | \$17.74 | \$18.24 | \$19.24 | \$20.24 |
| Press Brake Operator | \$17.74 | \$18.24 | \$19.24 | \$20.24 |
| Fi | \$17.74 | \$18.24 | \$19.24 | \$20.24 |
| Shear Operi | \$17.58 | \$18.08 | \$19.08 | \$20.08 |
| Spot Weldi | \$17.40 | \$17.90 | \$18.90 | \$19.90 |
| Assembler | \$17.40 | \$17.90 | \$18.90 | \$19.90 |
| Machine f | \$17.40 | \$17.90 | \$18.90 | \$19.90 |
| Material Handler | \$17.40 | \$17.90 | \$18.90 | \$19.90 |
| Crater | \$17.40 | \$17.90 | \$18.90 | \$19.90 |
| Labourer | \$15.59 | \$16.09 | \$17.09 | \$18.09 |
| Sweeper | \$13.41 | \$13.91 | \$14.91 | \$15.91 |
| <u>VENT MASTER</u> | | | | |
| Maintenance Trades Pe :sc | \$18.68 | \$19.18 | \$20.18 | \$21.18 |
| Lead hand | \$18.67 | \$19.17 | \$20.17 | \$21.17 |
| Cust n l Panel Fabri tc | \$18.35 | \$18.85 | \$19.85 | \$20.85 |
| Welder | \$18.19 | \$18.69 | \$19.69 | \$20.69 |
| Painter | \$17.79 | \$18.29 | \$19.29 | \$20.29 |
| Polisher | \$17.79 | \$18.29 | \$19.29 | \$20.29 |
| CNC f | \$17.74 | \$18.24 | \$19.24 | \$20.24 |
| Drake Pi p | \$17.74 | \$18.24 | \$19.24 | \$20.24 |
| Final Hood Finisher | \$17.74 | \$18.24 | \$19.24 | \$20.24 |
| Shear Operator | \$17.58 | \$18.08 | \$19.08 | \$20.08 |
| Assembler | \$17.40 | \$17.90 | \$18.90 | \$19.90 |
| Machin Operator | \$17.40 | \$17.90 | \$18.90 | \$19.90 |
| Crater | \$17.40 | \$17.90 | \$18.90 | \$19.90 |
| ab e | \$15.59 | \$16.09 | \$17.09 | \$18.09 |
| <u>WAREHOUSE STORES</u> | | | | |
| Lead Hand | \$17.91 | \$18.41 | \$19.41 | \$20.41 |
| Shipp r / Receiver | \$16.75 | \$17.25 | \$18.25 | \$19.25 |
| rk r / Pam Picker | \$16.75 | \$17.25 | \$18.25 | \$19.25 |

APPENDIX "A"

JOB CLASSIFICATION & JOB RATE

EFFECTIVE OCTOBER 1, 2002

| <u>GARLAND KAMATO</u> | <u>Hiring Rate</u> | <u>Learning Rate</u> | <u>Progression Rate</u> | <u>Job Rate</u> |
|---------------------------------|------------------------|--------------------------|-----------------------------|---------------------|
| Sr. Maintenance Mechanic | \$19.97 | \$20.47 | \$21.47 | \$22.47 |
| Tool & Die Maker | \$19.97 | \$20.47 | \$21.47 | \$22.47 |
| Senior Lead Hand | \$19.53 | \$20.03 | \$21.03 | \$22.03 |
| Lead Hand | \$19.40 | \$19.90 | \$20.90 | \$21.90 |
| Quality Inspector | \$19.08 | \$19.58 | \$20.58 | \$21.58 |
| Maintenance Trades Person | \$19.21 | \$19.71 | \$20.71 | \$21.71 |
| Welder | \$18.71 | \$19.21 | \$20.21 | \$21.21 |
| Sheet Metal Mechanic | \$18.58 | \$19.08 | \$20.08 | \$21.08 |
| Tester | \$18.58 | \$19.08 | \$20.08 | \$21.08 |
| Painter | \$18.30 | \$18.80 | \$19.80 | \$20.80 |
| Porcelain Sprayer | \$18.25 | \$18.75 | \$19.75 | \$20.75 |
| CNC Operator | \$18.25 | \$18.75 | \$19.75 | \$20.75 |
| Press Brake Operator | \$18.25 | \$18.75 | \$19.75 | \$20.75 |
| Finisher | \$18.25 | \$18.75 | \$19.75 | \$20.75 |
| Shear Operator | \$18.08 | \$18.58 | \$19.58 | \$20.58 |
| Spot Welder | \$17.90 | \$18.40 | \$19.40 | \$20.40 |
| Assembler | \$17.90 | \$18.40 | \$19.40 | \$20.40 |
| Machine Operator | \$17.90 | \$18.40 | \$19.40 | \$20.40 |
| Material Handler | \$17.90 | \$18.40 | \$19.40 | \$20.40 |
| Crater | \$17.90 | \$18.40 | \$19.40 | \$20.40 |
| Labourer | \$16.04 | \$16.54 | \$17.54 | \$18.54 |
| Sweeper | \$13.81 | \$14.31 | \$15.31 | \$16.31 |
| <u>VENT MASTER</u> | | | | |
| Lead hand | \$19.36 | \$19.86 | \$20.86 | \$21.86 |
| Maintenance Trades Person | \$19.21 | \$19.71 | \$20.71 | \$21.71 |
| Custom Control Panel Fabricator | \$18.87 | \$19.37 | \$20.37 | \$21.37 |
| Welder | \$18.71 | \$19.21 | \$20.21 | \$21.21 |
| Painter | \$18.30 | \$18.80 | \$19.80 | \$20.80 |
| Polisher | \$18.30 | \$18.80 | \$19.80 | \$20.80 |
| CNC Operator | \$18.25 | \$18.75 | \$19.75 | \$20.75 |
| Brake Press Operator | \$18.25 | \$18.75 | \$19.75 | \$20.75 |
| Final Hood Finisher | \$18.25 | \$18.75 | \$19.75 | \$20.75 |
| Shear Operator | \$18.08 | \$18.58 | \$19.58 | \$20.58 |
| Assembler | \$17.90 | \$18.40 | \$19.40 | \$20.40 |
| Machine Operator | \$17.90 | \$18.40 | \$19.40 | \$20.40 |
| Crater | \$17.90 | \$18.40 | \$19.40 | \$20.40 |
| Labourer | \$16.04 | \$16.54 | \$17.54 | \$18.54 |
| <u>WAREHOUSE STORES</u> | | | | |
| Lead Hand | \$18.72 | \$19.22 | \$20.22 | \$21.22 |
| Shipper / Receiver | \$17.56 | \$18.06 | \$19.06 | \$20.06 |
| Stockkeeper / Parts Picker | \$17.56 | \$18.06 | \$19.06 | \$20.06 |

APPENDIX "A"

JOB CLASSIFICATION & JOB RATE

EFFECTIVE OCTOBER 1, 2003

| <u>GARLAND KAMATO</u> | <u>Hiring Rate</u> | <u>Learning Rate</u> | <u>Progression Rate</u> | <u>Job Rate</u> |
|---------------------------------|------------------------|--------------------------|-----------------------------|---------------------|
| Sr. Maintenance Mechanic | \$20.64 | \$21.14 | \$22.14 | \$23.14 |
| Tool & Die Maker | \$20.64 | \$21.14 | \$22.14 | \$23.14 |
| Lead Hand | \$20.15 | \$20.65 | \$21.65 | \$22.65 |
| Maintenance Trades Person | \$19.86 | \$20.36 | \$21.36 | \$22.36 |
| Quality Inspector | \$19.73 | \$20.23 | \$21.23 | \$22.23 |
| Welder | \$19.35 | \$19.85 | \$20.85 | \$21.85 |
| Sheet Metal Mechanic | \$19.21 | \$19.71 | \$20.71 | \$21.71 |
| Tester | \$19.21 | \$19.71 | \$20.71 | \$21.71 |
| Painter | \$18.92 | \$19.42 | \$20.42 | \$21.42 |
| Porcelain Sprayer | \$18.87 | \$19.37 | \$20.37 | \$21.37 |
| CNC Operator | \$18.87 | \$19.37 | \$20.37 | \$21.37 |
| Press Brake Operator | \$18.87 | \$19.37 | \$20.37 | \$21.37 |
| Finisher | \$18.87 | \$19.37 | \$20.37 | \$21.37 |
| Shear Operator | \$18.70 | \$19.20 | \$20.20 | \$21.20 |
| Spot Welder | \$18.51 | \$19.01 | \$20.01 | \$21.01 |
| Assembler | \$18.51 | \$19.01 | \$20.01 | \$21.01 |
| Machine Operator | \$18.51 | \$19.01 | \$20.01 | \$21.01 |
| Material Handler | \$18.51 | \$19.01 | \$20.01 | \$21.01 |
| Crater | \$18.51 | \$19.01 | \$20.01 | \$21.01 |
| Labourer | \$16.60 | \$17.10 | \$18.10 | \$19.10 |
| Sweeper | \$14.30 | \$14.80 | \$15.80 | \$16.80 |
| <u>VENT MASTER</u> | | | | |
| Lead hand | \$20.19 | \$20.69 | \$21.69 | \$22.69 |
| Maintenance Trades Person | \$19.86 | \$20.36 | \$21.36 | \$22.36 |
| Custom Control Panel Fabricator | \$19.51 | \$20.01 | \$21.01 | \$22.01 |
| Welder | \$19.35 | \$19.85 | \$20.85 | \$21.85 |
| Painter | \$18.92 | \$19.42 | \$20.42 | \$21.42 |
| Polisher | \$18.92 | \$19.42 | \$20.42 | \$21.42 |
| CNC Operator | \$18.87 | \$19.37 | \$20.37 | \$21.37 |
| Brake Press Operator | \$18.87 | \$19.37 | \$20.37 | \$21.37 |
| Final Hood Finisher | \$18.87 | \$19.37 | \$20.37 | \$21.37 |
| Shear Operator | \$18.70 | \$19.20 | \$20.20 | \$21.20 |
| Assembler | \$18.51 | \$19.01 | \$20.01 | \$21.01 |
| Machine Operator | \$18.51 | \$19.01 | \$20.01 | \$21.01 |
| Crater | \$18.51 | \$19.01 | \$20.01 | \$21.01 |
| Labourer | \$16.60 | \$17.10 | \$18.10 | \$19.10 |
| <u>WAREHOUSE STORES</u> | | | | |
| Lead Hand | \$19.66 | \$20.16 | \$21.16 | \$22.16 |
| Warehouse Co-ordinator | \$19.32 | \$19.82 | \$20.82 | \$21.82 |
| Shipper / Receiver | \$18.51 | \$19.01 | \$20.01 | \$21.01 |
| Stockkeeper/ Parts Picker | \$18.51 | \$19.01 | \$20.01 | \$21.01 |

NOTES:

1. Re: Senior Lead Hand and Lead Hand Classifications: By October 1, 2003, ~~there~~ will only be one

classification known as "Lead Hand". Persons who are appointed to this position as of October 1, 2003 will be called "Lead Hand". The Senior Lead Hand classification is eliminated as of October 1, 2003.

2. The former Senior Material Handler classification has been called Material Handler. The former Junior Material Handler rate has been eliminated. Junior Material Handlers went to the Material Handler classification rate.

(Maintenance Trades Person encompasses Mechanic, Electrician, Trades, etc.)

Appendix "B"

Non Seniority Group

Standard Benefit Package – Employee Paid

(*Eligible after 6 month of continuous employment)

Benefit Plan

Coverage

Extended
Health CareDeductible (Annual)
Reimbursement Drugs
No major medical or
Hospital\$25 / \$50
80% co-insurance

Dental

Deductible (Annual)
Basic -- Routine Treatment Only
Maximum per year / pp\$25 / \$50
80% co-insurance
\$1,000

Life

Life only - \$15,000 flat

Hiring Schedule for New Permanent Employees

The probationary period is **45** working days from the date of hire and initiation fees of **\$200.00** and monthly union dues of \$30.00 - effective January 1, 1994 will be paid to the Union the first pay of every month.

- | | | |
|---|------------------|---|
| 1 | Hiring Rate | - \$2.50 per hour below Job Rate for six months. |
| 2 | Learning Rate | - \$2.00 per hour below Job Rate for six months. |
| 3 | Progression Rate | -\$1.00 per hour below Job Rate for six months. |
| 4 | Job Rate | -After 18 months or earlier at Company's option. |

Apprentice Maintenance Tradesman

Percentage of maintenance Mechanic Rate...

- | | |
|------------------------------------|------------------------|
| -Probationary Rate | -60% first four months |
| -Remainder of 1 st year | -75% |
| -Remainder of 2 nd year | -80% |
| -Remainder of 3 rd year | -90% |

Job Rate to be paid on completion of the third year.

Hiring Schedule for Non-Seniority Group

The probationary period is **45** working days from the date of hire. Initiation fee **of \$100.00** and monthly union dues of **\$20.00** will be paid to the union the first pay of every month.

The Hiring Rate, Learning Rate, Progression Rate and Job rate will be applied, as above, at **75%** of each level.

September 30, 1996

Letter of Understanding

The parties have agreed that the Union may appoint two (2) of its members to the "Vertical Integration Team" which reviews the feasibility of in-house production of currently out-sourced parts and services.

Further, if the sub-contracting of parts production being performed by members of the Bargaining Unit will result in the lay-off of a member of the Bargaining Unit, the Company agrees to notify the Labour Management Committee and meet with the committee to listen to any alternative suggestions it may make to the Company.

R. Baldwin

Letter of Intent

February 27, 1992

Mr. N. Barbieri
Secretary Treasurer
Labourers' International Union
Of North America Local 506
3077 Bathurst Street
Toronto, Ontario M6A 1Z9

Dear Mr. Barbieri:

Article 17.01

The parties have agreed that the 1992 vacation schedules will be on a ~~trial~~ basis as follows:

- a. The Company agrees that the reference to May 1st in 17.05 will be April 1st.
- b. The employees agree that their vacation preferences will be submitted to the Company by April 1st. Preference for vacations submitted by this date will be based on seniority.
- c. The Company agrees to respond to the vacation preferences by mid-April.
- d. Vacation preferences, which are not submitted by April 1st will be considered on a first come first serve basis and will not be considered on the basis of seniority. Any such requests will be secondary to vacation preferences submitted by April 1st.
- e. The Company agrees to respond to vacation requests made after April 1st within fourteen days of such request.

Yours very truly,

K.W. Bradley
Vice President – Finance & Administration

Letter of Understanding re Out Sourcing

In the event that the Company outsources parts production as a complement to in-house production of such parts by the bargaining unit, it is agreed that such outsourcing will not result in the layoff of any employee involved in such production.

It is understood that this commitment does not apply in the event of a decision by the Company to out source the production of an entire part and does not apply to any transfer of work or production from or between operations controlled by Garland or its corporate ownership.

Dated at Mississauga this day of , 2001

For The Company

For Local Union 506

“Jacques Seguin”

“Bob Maskey”

“Barry Carter”

“Carlo Ricci”

“Ron Brooks”

“Roly Bernardini”

“John Augusto”

“Jose Pinto”

“Albert Feitiera”

June 1, 1998

Mr. Bob Maskey
L.I.U.N.A., Local 506
3750 Chesswood Drive
Downsview, Ontario M3T 2W6

Dear Bob:

This will confirm the verbal agreements made in our meeting on May 27th, 1998. As discussed, I have documented our discussion for your final review.

It is understood that this Letter of Agreement is effective May 27th, 1998 and it is valid for the remaining duration of our Collective Agreement only which expires September 30th, 2000.

1. Once an employee is transferred to a new classification resulting from a job posting, they **MUST REMAIN** in this classification for a period of **six** months. Only after the **six** month period has expired, are they eligible to post into a different job classification.
2. Should the Company find it necessary to hire skilled workers from the outside, such as welders and press brake operators, the Company will hire them directly into the permanent group. These employees must remain in the job classification into which they were hired into for a period of two years. This two year period also applies to employees in the NSG group who are being transferred and trained as press brake operators and entering the permanent group. If for whatever reason the employee wishes to post into another job BEFORE the two year period, they must transfer into the NSG Group and take their seniority with them for the purpose of seniority within this (NSG) group.
3. Hiring Press Brake Operators from the Outside - for every two permanent press brake operators hired from outside the company, we will train one NSG employee [the training and evaluation period will be that of 45 days]. This employee will qualify to be transferred into the permanent group once successfully trained. When an internal posting for press brake operator is posted, the Company will indicate on the job posting "The Company will Train". *This ratio will be*

September 15th 1998.

Page 2

4. The Union will allow ~~the~~^a the Company to exclude students from the ratio established by Article 1:01 (b) of the Collective Agreement for the summer period ending September 15th, 1998. However, should the Company employ more than 20 students in plant operations during the summer period, the excess of students over 20 will be included in the ratio under article 1:01 (b).
5. The Company will transfer into the permanent group the 7 employees from the NSG who have a 1996 seniority date, ~~no later than June 22nd, 1998.~~ *effective Monday June 8, 1998* PR
6. Scheduling of Work - **BEFORE** transferring a permanent employee to the 2nd and 3rd shift, the Company will transfer the employee with the least seniority as long as the employee possesses relatively equal skills, knowledge and ability to do the work.

Please sign this letter and return this to me.

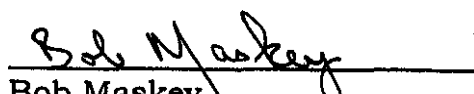
Sincerely,



P. Dilorio
Director - Human Resources & Administration

:sh

Accepted effective May 27th, 1998.


P. K. Dilorio
Bob Maskey

Cc: D. S. McCulloch, J. Seguin, L. M. Piecyk, B. Carter, D. J. Kostick



NON-SENIORITY GROUP EMPLOYEES

Your Group Insurance Benefits



THE STANDARD LIFE ASSURANCE COMPANY

YOUR GROUP INSURANCE BENEFITS

GARLAND COMMERCIAL RANGES LIMITED

NON-SENIORITY GROUP EMPLOYEES

POLICY 13961

APR 10 1999

EFFECTIVE DATE: JANUARY 1, 1999

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1. SUMMARY OF BENEFITS

This summary highlights the benefits provided under your group insurance coverage, according to the class to which you belong. For more detailed information, please consult the descriptive pages for each benefit.

YOUR PERSONAL COVERAGE

NON-SENIORITY GROUP EMPLOYEES

Life Insurance

\$15,000

Health Insurance for You and Your Dependents

Medical Expenses — Reimbursement

The deductible, during a calendar year, per insured person, is \$25, with a maximum of \$50 per family.

The covered expenses are reimbursed at 80%.

The maximum amount reimbursed, per insured person, for expenses incurred in Canada, is unlimited.

Medical Expenses — Covered Expenses

Prescription drugs or medications.

Dental Care for You and Your Dependents

The plan provides for the reimbursement of expenses for preventive and basic treatments.

The deductible, during a calendar year, per insured person, is \$25, with a maximum of \$50 per family.

Covered expenses are reimbursed at:

- 80% for preventive treatments; unlimited.
- 80% for basic treatments; unlimited.

Covered expenses are reimbursed according to the current Fee schedule.

GENERAL INFORMATION***Eligibility***

You are eligible after six months of continuous service

Termination of Coverage

Participant's life insurance: earlier of your retirement or age 65.

Health benefit: earlier of your retirement or age 65.

Dental care benefit: earlier of your retirement or age 65.

2. PARTICULARS

For the purposes of this booklet,
the masculine pronoun and adjective include the feminine,
unless a different meaning is plainly to be taken from the context.
All words have their usual meaning, unless a special meaning is indicated

2.1. Definitions

2.1.1. ***Accidental Injury***

Any bodily lesion, sustained while your insurance is in force, directly and solely due to an external, sudden, violent and unintentional cause, independent of any illness and requiring within thirty days of the event the care of a physician or an appropriate specialist.

2.1.2. ***Actively at Work***

The status of a participant who is physically and mentally capable of doing each and every personal job-related work function and who is actually working full-time and in a permanent manner on the basis of a minimum twenty hour workweek at the employer's place of business or at any other place designated for the performance of a specific job-related task.

2.1.3. ***Dependents***

Your spouse or your children or your spouse's children, whether taken individually or collectively. If dependents are insured under this policy, the words spouse and child have the following meanings.

1. Spouse

- a) Your legal spouse
- b) A person of the opposite sex, whom you publicly acknowledge as your spouse, with whom you have been living in a permanent manner for over one year.

The person you have designated in writing to the insurer as your spouse is recognized as your dependent, until such time as you advise otherwise.

Any dissolution of a marriage through divorce or annulment or, in the case of common-law marriage, actual separation for over three months, results in the loss of status as spouse.

2. Child

Your or your spouse's single, legitimate, natural or adopted child who depends on you for livelihood and who meets at least one of the following conditions:

- a) He is under twenty-one years of age
- b) He is over twenty-one years of age and attending an educational institution on a full-time basis.
- c) He became totally and permanently disabled while still considered to be a dependent under a) or b) above.

2.1.4. Employee

A person actively working in a permanent manner for the employer and receiving regular income for services rendered.

2.1.5. *Illness*, Disease, Sickness

Any pathological condition resulting from a deviation of health requiring both regular and continuous medical care actually given by a physician or an appropriate specialist and an appropriate therapy, considered satisfactory by the insurer.

2.1.6. *Income*

Your remuneration as declared by your employer to the insurer.

2.1.7. Net *Income*

Your annual income, less the income tax deducted according to the tax tables established under the Canadian Income Tax Act and by any similar legislation of your province of residence.

2.1.8. *Physician*

A person duly authorized by a provincial law to practice medicine and who is a member in good standing of a professional medical body.

2.1.9. Specialist

A physician practicing a specialty of medicine for which he is certified by the Royal College of Physicians and Surgeons of Canada or by the Corporation professionnelle des médecins du Québec, or both.

2.2. Eligibility

You must complete an application card supplied by your employer, for yourself and your dependents, if any.

You become eligible for insurance on the date that you have satisfied the eligibility period specified in the Summary of Benefits.

Your dependents become eligible for insurance at the later of the following dates:

1. The day on which you become eligible.
2. The day on which you have a dependent for the first time

If your application is received by the insurer more than thirty-one days after your eligibility date, you must provide evidence of your insurability, at no expense to the insurer.

2.3. Effective **Date of Insurance**

Your insurance and your dependents' insurance, if any, become effective on one of the following dates:

1. Your eligibility date, if your application card is received by the insurer on or prior to that date.
2. Your eligibility date, if your application card is received by the insurer within thirty-one days after such date.
3. The date on which the insurer accepts your required evidence of insurability, in all other cases. Such evidence must be provided at no expense to the insurer.

if you were not actively at work on the date your insurance would have otherwise become effective, the insurance takes effect on the date you return to active work.

If your dependents are already insured, any person who subsequently becomes a dependent is immediately insured without any notice being required.

2.4. Change in Coverage

Your employer must immediately notify the insurer in writing, of any event likely to change your insurance coverage, on forms provided for that purpose. Such change takes effect on the actual date of the event. However, in the case of increased coverage, the change takes effect at the later of the following dates:

1. The actual date of the event, if the insurer receives notice prior to that date, provided you are then actively at work.
2. The date on which the insurer receives the written notice, if such receipt follows the date of the event, provided you are then actively at work.

However, if you were not actively at work on the date the change would have otherwise become effective, the change takes effect on the day you return to active work.

2.5. Termination of Insurance

Your insurance or your dependents' insurance terminates at the earliest of the following dates:

1. On the date you cease to qualify as an eligible employee
2. On the date the benefit or contract is terminated.
3. On the last day of the period for which the premium has been paid by your employer.

The termination date for each benefit and the reduction formula for the insurance amounts are specified in the Summary of Benefits.

2.6. Claims

To submit a claim, you must provide the necessary information to the insurer, on forms available from your employer, within the time limit prescribed by law.

2.7. Beneficiary

You may designate one or several beneficiaries. You must, however, advise the insurer of any beneficiary designation or change of beneficiary, on forms supplied for that purpose by your employer.

if you have not designated a beneficiary, or if your beneficiary should predecease you, the benefit will be paid to your estate.

You are the beneficiary of your dependents' life insurance.

3. PARTICIPANT'S LIFE INSURANCE

3.1. Sum Insured

Upon death, the life insurance amount shown in the Summary of Benefits will be paid to your beneficiary

3.2. Conversion Privilege

if your employment terminates on or prior to your sixty-fifth birthday, you may, within thirty-one days of such termination, convert all or part of your insurance coverage, with the exception of waiver of premiums, into an individual life insurance contract, for an amount not exceeding your amount of coverage under the group policy, without having to provide evidence of insurability.

However, the amount of insurance to be converted may not exceed the lesser of a) two hundred thousand dollars and b) the difference between the amount of insurance in force on your life under this group insurance plan and the amount of insurance provided by any other group insurance contract for which you are eligible at the time of exercising your conversion privilege.

3.3. Extension of Life Insurance Without Premium Payment

If you terminate your employment on or prior to your sixty-fifth birthday, your life insurance is extended, without premium payment, for thirty-one days after the termination date.

3.4. Waiver of Premiums

if, as a result of illness or accidental injury, you are unable to engage in any occupation and to perform any work for remuneration or profit and require both regular and continuous medical care actually given by an appropriate specialist and appropriate therapy, considered satisfactory by the insurer, your life insurance benefit will be continued, without premium payment, during your disability provided that each of the following conditions is satisfied:

1. You are less than sixty-five years of age at the onset of your disability.
2. You became disabled prior to termination of your employment while insured under this benefit.
3. You have been disabled for at least six months at the time you submit proof of disability. Such proof, satisfactory to the insurer, must be submitted at no expense to the insurer, within nine months from the onset of your disability.

The amount of insurance for which waiver of premiums is granted will not be greater than that which was in force at the onset of your disability and will be subject to the same reduction and termination as if you would have been actively at work.

You must provide the insurer with a proof of continuance of disability, as often as the insurer may reasonably require. Such proof is to be provided at no expense to the insurer.

3.4.1. *Beginning Date*

The waiver of premiums will begin on the date which marks the sixth month following the onset of disability.

3.4.2. *Termination Date*

The waiver of premiums ceases at the earliest of the following dates.

1. The date on which you cease to be disabled.
2. The date on which you reach the age of sixty-five.
3. The date on which you reach the normal retirement age under your employer's pension plan.
4. The date on which you fail to submit to an examination by the physician designated by the insurer.
5. The date on which you fail to provide any evidence of disability required by the insurer.

4. HEALTH BENEFIT

(The Standard Life Assurance Company acts as the administrator of the present benefit.)

4.1. Insuring Agreement

If as a result of accidental injury, illness or pregnancy, you or one of your dependents incur medically required expenses for care and services described hereafter, the insurer will reimburse the covered expenses, subject to the terms and conditions hereinafter specified.

4.2. Special Definition

Pharmacist

A person legally authorized by the appropriate provincial or federal body to practice within the scope of his specialty.

4.3. Reimbursement

The insurer reimburses these expenses subject to the deductible, the percentage of reimbursement and the maximum covered amount specified in the Summary of Benefits.

4.4. Covered Expenses

Expenses incurred by you and your dependents for prescription drugs or medications, subject to the deductible and reimbursement.

4.4.1. Eligible Drugs and Medications

1. Prescribed drugs and medications bearing a Drug Identification Number (DIN) and listed as prescription requiring in Federal or Provincial Drug Schedules.
2. Injectable drugs, injectable vitamins, insulins, and allergy extracts bearing a Drug Identification Number (DIN).
3. Extemporaneous preparations or compounds where one of the ingredients is an eligible benefit.
4. All disposable needles (including disposable needles, for non-disposable insulin delivery devices) disposable syringes, lancets and chemical reagent testing materials used for monitoring diabetes.

4.5. Coordination and Limitation of Benefits

If you are insured under other group policies or government programs or where coverage is required by statute, the benefits payable from all sources cannot exceed one hundred per cent of expenses incurred; that is, benefits will not be payable with respect to that portion of any eligible expense for which benefits are payable by another plan.

Benefits for eligible expenses incurred by your dependents who are insured under this plan as well as another plan will be determined on the following basis:

1. Where your spouse is insured as a participant under another plan, that portion of an expense which is eligible for reimbursement under such plan will not be payable.
2. Where your child is insured as a dependent under another plan, benefits will first be payable under the present plan if your birthdate occurs earlier in the calendar year in relation to that of your spouse.

4.6. Exclusions

1. All nicotine resin containing products, even if a prescription is legally required, whether or not such prescription is given for medical reasons.
2. Oral and injectable drugs used to enhance fertility, even if a prescription is legally required.
3. Items deemed cosmetic, such as topical minoxidil or sunscreens, even if a prescription is legally required, whether or not such a prescription is given for medical reasons.
4. Oral vitamins, minerals, dietary supplements, infant formulas, or injectable total parenteral nutrition (TPN) solutions, whether or not such a prescription is given for a medical reasons, except where Federal or Provincial law requires a prescription for their sale.
5. Diaphragms, condoms, contraceptive jellies/foams/sponges/suppositories, intrauterine devices (IUDs), contraceptive implants, or appliances normally used for contraception whether or not such a prescription is given for a medical reasons.
6. Proprietary medicines bearing a GP (general product) number, as defined in Division 10 of the Food and Drug Act; Homeopathic preparations.
7. Prescriptions dispensed by a physician, clinic, dentist or in any non-accredited hospital pharmacy, or for treatment as an inpatient or outpatient in a hospital, including investigational status drugs and emergency status drugs, unless otherwise approved by Assure Health Inc..
8. All preventative immunization vaccines and toxoids.

9. All allergy extracts, compounded in a lab, and not bearing a Drug Identification Number (DIN),
10. Any drugs or medications which the insured person is eligible to receive under the applicable Provincial Drug Benefit Plans.

5. DENTAL CARE BENEFIT — PREVENTIVE AND BASIC TREATMENTS

(The StandardLife Assurance Company acts as the administrator of the present benefit.)

5.1. Insuring Agreement

The plan covers dental treatments given by a dentist, specialist or denturologist licensed by the appropriate provincial licensing authority.

5.2. Reimbursement

The insurer reimburses the covered expenses subject to the deductible, the percentage of reimbursement and the maximum amount specified in the Summary of Benefits.

Expenses incurred are reimbursed according to the Suggested Fee Guide for General Practitioners, Specialists or Denturologists of the province where treatment is given, as specified in the Summary of Benefits.

Expenses incurred outside Canada are limited to the reimbursement basis for general practitioners or specialists of the insured person's province of residence, as specified in the Summary of Benefits.

5.3. Treatment Plan

Where it is expected that the total cost of a treatment will exceed five hundred dollars, you must submit a treatment plan to the insurer who will determine, before commencement of treatment, the amount of covered expenses.

5.4. Alternate Treatment Plan

If more than one type of treatment exists for the dental condition of the insured person, the insurer reimburses the lesser fee, provided however that the treatment given is normal and appropriate.

5.5. Coordination and Limitation of Benefits

if you are insured under other group policies or government programs or where coverage is required by statute, the benefits payable from all sources cannot exceed one hundred per cent of expenses incurred; that is, benefits will not be payable with respect to that portion of any eligible expense for which benefits are payable by another plan.

Benefits for eligible expenses incurred by your dependents who are insured under this plan as well as another plan will be determined on the following basis:

1. Where your spouse is insured as a participant under another plan, that portion of an expense which is eligible for reimbursement under such plan will not be payable.

2. Where your child is insured as a dependent under another plan, benefits will first be payable under the present plan if your birthdate occurs earlier in the calendar year in relation to that of your spouse.

5.6. Maximum Benefit

in the case of any person becoming insured more than thirty-one days following the eligibility date, the reimbursement for preventive, basic and major treatments may not exceed one hundred dollars, during the first twelve months of coverage. In the case of orthodontic treatment, this restriction applies during the first thirty-six months of coverage.

5.7. Expenses incurred

Expenses are considered to be incurred only when treatment has actually been given, even if a treatment plan has been submitted to and approved by the insurer.

5.8. Covered Expenses for Preventive Treatments

Expenses for the following preventive treatments are covered:

5.8.1. Examination and *Diagnosis*

1. Oral examination once every six months
2. Recall oral examination once every six months
3. Emergency oral examination
4. Specific oral examination

5.8.2. Radiographs

1. Intraoral— Periapical, one complete series every two years
2. Intraoral— Occlusal
3. intraoral — Bitewing, once every six months
4. Extraoral
5. Sialography
6. Panoramic, once every two years
7. Radiopaque dyes
8. Cephalometric film

5.8.3. Tests and Laboratory Examinations

1. Microbiologic culture
2. Caries susceptibility tests

3. Biopsy of oral tissue — Soft
4. Biopsy of oral tissue — Hard
5. Cytologic smear
6. Pulp vitality tests

5.8.4. Preventive Services

1. Prophylaxis
2. Preventive recall packages
3. Fluoride treatments
4. Oral hygiene initial instruction

5.9. Covered Expenses for Basic Treatments

Expenses for the following basic treatments are covered.

5.9.1. Other Basic Treatments

1. Finishing restorations
2. Caries, trauma and pain control
3. Interproximal discing

5.9.2. Space Maintainers for Loss of Primary Teeth

For insured persons under age 18

5.9.3. Appliances to Control Harmful Habits

For children

5.9.4. Restorative

1. Amalgam restorations
2. Acrylic or composite resin restorations

5.9.5. Other Restorative Services

1. Restorations prefabricated, metal or plastic
2. Recement inlay or crown
3. Removal of inlay or crown

5.9.6. Oral Surgery

1. Uncomplicated removals
2. Surgical removals
3. Alveoplasty

4. Surgical excision
5. Surgical incision and drainage
6. Frenectomy
7. Hemorrhage, control of

5.9.7. Adjunctive General Services

Anaesthesia, only in relation to surgery

5.10. Exclusions

This benefit does not cover:

1. Treatment or appliance, related directly or indirectly to full mouth reconstruction, to correct vertical dimension and temporomandibular joint dysfunction.
2. Services rendered by a dental hygienist and not administered under supervision of a dentist.
3. Dental services covered under the health insurance benefit, if such benefit is part of this plan, or under any other group insurance contract.
4. Services and supplies relating to any appliance worn in the practice of a sport.
5. Expenses which are or would normally be payable or reimbursable under a private or public insurance plan.
6. Self-inflicted injury while sane or insane.
7. Injury or illness resulting from civil unrest, insurrection or war, whether war be declared or not, or participation in a riot.
8. Services which are not medically required, which are given for cosmetic purposes or which exceed ordinary services given in accordance with current therapeutic practice.
9. Care or services rendered free of charge or which would be free of charge were it not for insurance coverage or which are not chargeable to the insured person.

6. NOTICE

in order to ensure confidentiality of personal information, Standard Life **will** establish an insurance file in which information concerning your application for insurance **will** be kept **along** with information concerning any request relative to the administration of the said contract.

Only the employees or authorized agents responsible for the management of the insurance plan or any other person whom you authorize shall have access to this file.

Your file **will** be kept in the offices of The Standard Life Assurance Company.

You have the right to consult the personal information contained in this file and, if applicable, to have it rectified by sending a written request to the following address:



Access Officer
THE STANDARD LIFE ASSURANCE COMPANY
1245 Sherbrooke Street West
Montreal (Quebec)
H3G 1G3

This document outlines the benefits of your group insurance plan but does not create or confer any contractual rights. In case of dispute, the group insurance policy issued to your employer remains the only binding document, in accordance with the provisions prescribed by law.

GROUP BENEFITS OFFICES

Halifax

Québec

Montréal

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Toronto

Hamilton

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ALL HOURLY EMPLOYEES

Your Group Insurance Benefits



THE STANDARD LIFE ASSURANCE COMPANY

YOUR GROUP INSURANCE BENEFITS

GARLAND COMMERCIAL RANGES LIMITED

ALL HOURLY EMPLOYEES

POLICY 13961

EFFECTIVE DATE: JANUARY 1, 1999

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1. SUMMARY OF BENEFITS

This summary highlights the benefits provided under your group insurance coverage, according to the class to which you belong. For more detailed information, please consult the descriptive pages for each benefit.

YOUR PERSONAL COVERAGE

ALL ACTIVE HOURLY EMPLOYEES

Life Insurance

Two times your annual income, rounded to the next highest \$500 if not already a multiple thereof, maximum \$750,000.

Accidental Death and Dismemberment Benefit

Two times your annual income, rounded to the next highest \$500 if not already a multiple thereof, maximum \$750,000.

Optional Life Insurance

Per unit of \$10,000, maximum of 20 units.

Evidence of insurability is required in all cases.

Your Dependents' Optional Life Insurance

- spouse
Per unit of \$10,000. Maximum of 20 units.
- each child aged 14 days or older
\$10,000.

Evidence of insurability is required in all cases

Weekly Indemnity Benefit

Your employer will pay, from the 2nd day of disability, 70% of your base weekly income for the first two weeks of disability caused by illness or accident. Payments will begin from the 2nd day of disability; if hospitalized payments begin from the first day of disability. A medical certificate must be provided for payment to be made.

70% of your weekly income for the first 15 weeks and 65% of your weekly income for the subsequent 9 weeks. The amount payable is limited to \$1,000.

Benefits are payable on a calendar day basis

| | |
|--------------------------------|---------|
| Elimination period: accident | 14 days |
| illness | 14 days |
| hospitalization due to illness | 14 days |

Maximum benefit period: 24 weeks. However, if you reach the age of sixty-five during the course of such a period, the maximum benefit period for such disability may not exceed 24 weeks.

The benefits are taxable

Benefit amounts are rounded to the next highest dollar

Long Term Disability Income Benefit

70% of your basic monthly income limited to a maximum of \$10,000, subject to reductions. However, your overall disability benefit from all sources shall be limited to 80% of your gross monthly income, determined at the beginning of the disability.

Elimination period: 26 weeks.

Maximum benefit period: To your 65th birthday.

The benefits are taxable

Benefit amounts are rounded to the next highest dollar

Health Insurance for You and Your Dependents

Hospitalization Within Canada

Semi-private room without deductible and without any limit as to the number of days

Medical Expenses — Reimbursement

The deductible, during a calendar year, per insured person, is \$10, with a maximum of \$20 per family.

The covered expenses are reimbursed at 100%

The maximum amount reimbursed, per insured person, for expenses incurred in Canada, is unlimited.

Medical Expenses — Covered Expenses

Services of a Registered Nurse, Registered Nursing Assistant or equivalent designation, up to \$20,000 per calendar year.

Paramedical care given by a physiotherapist, up to \$10 per visit and a maximum of 20 visits per calendar year.

Services of a masseur, up to \$15 per visit and a maximum of 15 visits per calendar year.

Services of a chiropractor, osteopath and naturopath, limited to one professional visit per day, up to 20 visits per calendar year per specialist. The maximum per visit is \$10.

Services of a podiatrist and chiropodist, limited to one professional visit per day, up to 20 visits per calendar year, per specialist. The maximum per visit is \$10.

Services of a psychologist, limited to one professional visit per day, up to \$420 per calendar year.

Services of a speech therapist, limited to one professional visit per day, up to \$260 per calendar year.

Hearing aids, up to \$300 per each consecutive four-year period. Such expenses are not subject to the deductible.

Vision care: prescription eye glasses (frame and lenses) or contact lenses, up to \$175 per each consecutive twenty-four month period. Such expenses are not subject to the deductible.

Hospitalization outside Canada in case of emergency, semi-private room, without any limit as to the number of days. Such expenses are not subject to the deductible.

For medical and surgical expenses incurred outside the province in case of emergency, the maximum amount reimbursed per insured person is a lifetime maximum of \$1,000,000 (including hospitalization outside Canada). However, if you are age 71 or older, on leave of absence, or are not actively at work due to a lay-off, strike or lock-out for a period exceeding three months, the maximum amount is \$50,000, per insured person, per each consecutive five-year period.

Travel Assistance Plus for You and Your Dependents

This benefit provides medical assistance, in case of emergency, outside your province of residence.

Prescribed Drug Plan for You and Your Dependents

Reimbursement

The deductible per prescription is 10%, to a maximum of \$2.

Dental Care for You and Your Dependents

The plan provides for the reimbursement of expenses for preventive, basic, major and orthodontic treatments.

No deductible,

Covered expenses are reimbursed at:

- 100% for preventive treatments; unlimited.
- 100% for basic treatments; unlimited.
- 50% for major treatments; limited to \$1,500 per calendar year, per insured person.
- 50% for orthodontic treatments; limited to \$1,500 lifetime per eligible dependent child.

Covered expenses are reimbursed according to the current fee schedule.

GENERAL INFORMATION***Eligibility***

You are eligible on the first day of the month coincident with or next following 1 month of continuous service.

Reductions

Your Life Insurance benefit is reduced by 50% upon retirement.

Evidence of Insurability

If you are eligible for amounts of life insurance and long term disability income in excess of the amounts specified below, you must submit evidence of insurability to the insurer. Your employer will supply the appropriate form when required.

Maximum Amount Without Evidence of Insurability

| | Under age 65 |
|-------------------------------------|--------------|
| Participant's life insurance | \$600,000 |
| Long term disability income benefit | \$8,000 |

Termination of Coverage

| | |
|---|--|
| Participant's accidental death and dismemberment benefit: | First day of month coincident with or next following retirement. |
| Participant's optional life insurance: | earlier of your retirement or age 65. |
| Weekly indemnity: | earlier of your retirement or age 65 |
| Long term disability income benefit: | earlier of your retirement or age 65 |
| Dependents' optional life insurance: | earlier of your retirement or age 65. |
| Health benefit: | age 65, provided you are a member of your employer's pension plan. |
| Prescribed drug plan: | age 65, provided you are a member of your employer's pension plan. |
| Travel assistance plus: | age 65, provided you are a member of your employer's pension plan. |
| Dental care benefit: | age 65, provided you are a member of your employer's pension plan. |

2. PARTICULARS

For the purposes of this booklet,
the masculine pronoun and adjective include the feminine,
unless a different meaning is plainly to be taken from the context.
All words have their usual meaning, unless a special meaning is indicated.

2.1. Definitions

2.1.1. ***Accidental Injury***

Any bodily lesion, sustained while your insurance is in force, directly and solely due to an external, sudden, violent and unintentional cause, independent of any illness and requiring within thirty days of the event the care of a physician or an appropriate specialist.

2.1.2. ***Actively at Work***

The status of a participant who is physically and mentally capable of doing each and every personal job-related work function and who is actually working full-time and in a permanent manner on the basis of a minimum twenty hour workweek at the employer's place of business or at any other place designated for the performance of a specific job-related task.

2.1.3. ***Dependents***

Your spouse or your children or your spouse's children, whether taken individually or collectively. If dependents are insured under this policy, the words spouse and child have the following meanings.

1. Spouse

- a) Your legal spouse
- b) A person of the opposite sex, whom you publicly acknowledge as your spouse, with whom you have been living in a permanent manner for over one year.

The person you have designated in writing to the insurer as your spouse is recognized as your dependent, until such time as you advise otherwise.

Any dissolution of a marriage through divorce or annulment or, in the case of common-law marriage, actual separation for over three months, results in the loss of status as spouse.

2. Child

Your or your spouse's single, legitimate, natural or adopted child who depends on you for livelihood and who meets at least one of the following conditions:

- a) He is under twenty-one years of age.

- b) He is over twenty-one years of age and attending an educational institution on a full-time basis.
- c) He became totally and permanently disabled while still considered to be a dependent under a) or b) above.

2.1.4. Employee

A person actively working in a permanent manner for the employer and receiving regular income for services rendered.

2.1.5. Illness, Disease, Sickness

Any pathological condition resulting from a deviation of health requiring both regular and continuous medical care actually given by a physician or an appropriate specialist and an appropriate therapy, considered satisfactory by the insurer.

2.1.6. Income

Your remuneration as declared by your employer to the insurer.

2.1.7. Net Income

Your annual income, less the income tax deducted according to the tax tables established under the Canadian Income Tax Act and by any similar legislation of your province of residence.

2.1.8. Physician

A person duly authorized by a provincial law to practice medicine and who is a member in good standing of a professional medical body.

2.1.9. Specialist

A physician practicing a specialty of medicine for which he is certified by the Royal College of Physicians and Surgeons of Canada or by the Corporation professionnelle des médecins du Québec, or both.

2.2. Eligibility

You must complete an application card supplied by your employer, for yourself and your dependents, if any.

You become eligible for insurance on the date that you have satisfied the eligibility period specified in the Summary of Benefits.

Your dependents become eligible for insurance at the later of the following dates:

1. The day on which you become eligible.
2. The day on which you have a dependent for the first time

If your application is received by the insurer more than thirty-one days after your eligibility date, you must provide evidence of your insurability, at no expense to the insurer.

2.3. Effective Date of Insurance

Your insurance and your dependents' insurance, if any, become effective on one of the following dates:

1. Your eligibility date, if your application card is received by the insurer on or prior to that date.
2. Your eligibility date, if your application card is received by the insurer within thirty-one days after such date.
3. The date on which the insurer accepts your required evidence of insurability, in all other cases. Such evidence must be provided at no expense to the insurer.

If you were not actively at work on the date your insurance would have otherwise become effective, the insurance takes effect on the date you return to active work.

If your dependents are already insured, any person who subsequently becomes a dependent is immediately insured without any notice being required.

2.4. Change in Coverage

Your employer **must** immediately notify the insurer in writing, of any event likely to change your insurance coverage, on forms provided for that purpose. Such change takes effect on the actual date of the event. However, in the case of increased coverage, the change takes effect at the later of the following dates:

1. The actual date of the event, if the insurer receives notice prior to that date, provided you are then **actively at work**.
2. The date on which the insurer receives the written notice, if such receipt follows the date of the event, provided you are then **actively at work**.

However, if you were not actively at work on the date the change would have otherwise become effective, the change takes effect on the day you return to active work.

2.5. Termination of Insurance

Your insurance or your dependents' insurance terminates at the earliest of the following dates:

1. On the date you cease to qualify as an eligible employee
2. On the date the benefit or contract is terminated.
3. On the last day of the period for which the premium has been paid by your employer.

The termination date for each benefit and the reduction formula for the insurance amounts are specified in the Summary of Benefits.

2.6. Claims

To submit a claim, you must provide the necessary information to the insurer, on forms available from your employer, within the time limit prescribed by law.

2.7. Beneficiary

You may designate one or several beneficiaries. You must, however, advise the insurer of any beneficiary designation or change of beneficiary, on forms supplied for that purpose by your employer.

If you have not designated a beneficiary, or if your beneficiary should predecease you, the benefit will be paid to your estate.

You are the beneficiary of your dependents' life insurance.

3. PARTICIPANT'S LIFE INSURANCE

3.1. Sum Insured

Upon death, the life insurance amount shown in the Summary of Benefits will be paid to your beneficiary.

3.2. Conversion Privilege

if your employment terminates on or prior to your sixty-fifth birthday, you may, within thirty-one days of such termination, convert all or part of your insurance coverage, with the exception of waiver of premiums, into an individual life insurance contract, for an amount not exceeding your amount of coverage under the group policy, without having to provide evidence of insurability.

However, the amount of insurance to be converted may not exceed the lesser of a) two hundred thousand dollars and b) the difference between the amount of insurance in force on your life under this group insurance plan and the amount of insurance provided by any other group insurance contract for which you are eligible at the time of exercising your conversion privilege.

3.3. Extension of Life Insurance Without Premium Payment

If you terminate your employment on or prior to your sixty-fifth birthday, your life insurance is extended, without premium payment, for thirty-one days after the termination date.

3.4. Waiver of Premiums

if, as a result of illness or accidental injury, you are unable to engage in any occupation and to perform any work for remuneration or profit and require both regular and continuous medical care actually given by an appropriate specialist and appropriate therapy, considered satisfactory by the insurer, your life insurance benefit will be continued, without premium payment, during your disability provided that each of the following conditions is satisfied:

1. You are less than sixty-five years of age at the onset of your disability.
2. You became disabled prior to termination of your employment *while* insured under this benefit.
3. You have been disabled for at least twenty-six weeks at the time you submit proof of disability. Such proof, satisfactory to the insurer, must be submitted at no expense to the insurer, within nine months from the onset of your disability.

However, if you are acknowledged disabled under the long term disability income benefit, you are eligible for the waiver of premiums under the present benefit.

The amount of insurance for which waiver of premiums is granted will not be greater than that which was in force at the onset of your disability and will be subject to the same reduction and termination as if you would have been actively at work.

You must provide the insurer with a proof of continuance of disability, as often as the insurer may reasonably require. Such proof is to be provided at no expense to the insurer.

3.4.1. Beginning Date

The waiver of premiums will begin at the earlier of the following dates.

1. The date on which you begin to receive long term disability income benefits.
2. The date which marks the twenty-sixth week following the onset of disability.

3.4.2. Termination Date

The waiver of premiums ceases at the earliest of the following dates.

1. The date on which you cease to be disabled
2. The date on which you reach the age of sixty-five.
3. The date on which you reach the normal retirement age under your employer's pension plan.
4. The date on which you fail to submit to an examination by the physician designated by the insurer.
5. The date on which you fail to provide any evidence of disability required by the insurer.

4. PARTICIPANT'S ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT — PROTECTION PLUS

4.1. Insuring Agreement

The insurer undertakes to pay the benefits specified herein, provided the Participant's Life Insurance benefit remains in force and subject to the terms and conditions hereinafter specified.

4.2. Conditions

The benefits are payable if the participant suffers an accidental loss of a type described in the Schedule of Losses shown in Article 4.3.1. and provided such loss results directly from accidental injury and occurs within three hundred and sixty-five days of the accident. No benefits shall be payable in respect of losses arising from accidents occurring prior to the participant's effective date of coverage.

4.3. Benefits Payable

4.3.1. Sum Insured as a Result of Accidental Death or Dismemberment

The sum insured, based on the participant's class, is shown in the Summary of Benefits. The benefit is limited to the percentage shown in the Schedule of Losses. If the participant suffers more than one loss as a result of the same accident, only one benefit, the greater, will be paid.

Schedule of Losses

| Accidental Loss of | Sum Insured |
|---|-------------|
| • Life | 100.00% |
| • Sight of both eyes | 100.00% |
| • Both hands or both feet or both arms | 100.00% |
| • One hand or one foot and the sight of one eye | 100.00% |
| • One hand and one foot | 100.00% |
| • Quadriplegia | 200.00% |
| • Paraplegia | 200.00% |
| • Hemiplegia | 200.00% |
| • Speech and hearing in both ears | 100.00% |
| • One leg or one arm | 75.00% |
| • Speech or hearing in both ears | 66.67% |
| • One hand or one foot | 66.67% |
| • Sight of one eye | 66.67% |
| • Thumb and index finger of the same hand | 33.33% |
| • Four fingers of the same hand | 33.33% |
| • Hearing in one ear | 25% |
| • All toes of one foot | 25% |

1. The loss of one hand or one foot shall mean the total loss of use of such limb or its complete severance at or above the wrist or the ankle.

2. The loss one arm or one leg shall mean the total loss of use of such limb or its complete severance at or above the elbow or the knee joint.
3. The loss of a finger shall mean the total loss of use or its complete severance at or above the metacarpophalangeal joint.
4. The loss of a toe shall mean its complete severance at or above the metatarsophalangeal joint.
5. The loss of sight with respect to an eye shall mean total and irrecoverable loss of sight of that eye.
6. The loss of speech or hearing shall mean total and irrecoverable loss of speech or hearing.
7. Quadriplegia shall mean the total and irrevocable paralysis of both legs and both arms.
8. Paraplegia shall mean the total and irrevocable paralysis of both legs.
9. Hemiplegia shall mean the total and irrevocable paralysis of one leg and one arm on the same side of the body.

4.3.2. *Seat Belt Rider Benefit*

The benefits payable under Article 4.3.1. shall be increased by 10% if the participant's injury or death results while he is a passenger or driver of a private passenger type vehicle and his seat belt is properly fastened. Verification of actual use of the seat belt must be part of the official report or certified by the investigating officer. The driver of the vehicle must hold a current and valid driver's license of a rating authorizing him to operate such vehicle and neither be intoxicated nor under the influence of drugs, unless such drugs are taken as prescribed by a physician. The terms "Intoxicated and "Under the influence of drugs" are as defined under provincial or federal legislation.

4.3.3. *Home Alteration and Vehicle Modification Benefit*

If the participant receives a payment under Article 4.3.1. herein and was subsequently required, due to the cause for which payment under Article 4.3.1. was made, to use a wheelchair to be ambulatory, then the insurer will pay, upon presentation of proof of payment:

1. The one-time cost of alterations to the participant's residence to make it wheelchair accessible and habitable, for a person confined to a wheelchair.
2. The one-time cost of modifications necessary to a motor vehicle, owned by the participant to make the vehicle accessible or derivable, for a person confined to a wheelchair.

The maximum payable under both Items 1. and 2., above, combined will not exceed \$10,000.00.

Benefit payments herein will not be paid unless:

1. Home alterations are made on behalf of the participant and carried out by a firm specializing in such alterations and recommended by a recognized organization, providing support and assistance to wheelchair users.
2. Vehicle modifications are made on behalf of the participant and carried out by a firm specializing in such matters and modifications are approved by the Provincial vehicle licensing authorities.

4.3.4. Day Care Benefit

If indemnity becomes payable under Article 4.3.1. for accidental loss of life of the participant, the insurer will pay an amount equal to the lesser of the following amounts:

1. The actual cost charged by such day care center per year.
2. 5% of the sum insured.
3. \$5,000.00 per year.

On behalf of any child who was the participant's dependent at the time of such loss and is under age thirteen and is currently enrolled or subsequently enrolled in an accredited day care center within ninety days following such loss.

The benefit is payable annually for a maximum of four consecutive payments, only if the dependent child continues his enrollment in an accredited day care center.

4.3.5. Educational Benefit for Dependent Child

If indemnity becomes payable under Article 4.3.1. for accidental loss of life of the participant, the insurer will pay an amount equal to the lesser of the following amounts to or on behalf of any dependent child who, at the date of accident, was enrolled as a full-time student in any institution of higher learning beyond a grade level where education gratuity is not available under provincial or federal legislation, or enrolled as a full-time student in such an institution within three hundred and sixty-five days following such loss:

1. The actual annual tuition charged by such institution per school year.
2. 5% of the sum insured.
3. \$5,000.00 per school year.

The benefit is payable annually for a maximum of four consecutive annual payments, only if the dependent child continues his education in an institution of higher learning.

No payments will be made for room or board or other living, travelling, or clothing expenses.

"Institution of higher learning" as used herein includes any university, private college, community college, trade school or college d'enseignement général et professionnel, in accordance with the definition applicable in the participant's province of residence.

4.3.6. Occupational Training Benefit for Spouse

if indemnity becomes payable under Article 4.3.1. for accidental loss of life of the participant, the insurer will pay to or on behalf of the surviving spouse the actual cost incurred within three years from the date of death of the participant as payment for an approved and mutually agreed upon formal occupational training program specifically qualifying him to gain active employment in an occupation for which he would otherwise not have had sufficient qualifications, up to a maximum of \$10,000.00

No payments will be made for room or board or other living, travelling, or clothing expenses.

4.4. Exclusions

4.4.1. Suicide, Attempted Suicide or Self-inflicted Injury

No benefit shall be payable for any loss resulting from suicide, attempted suicide or self-inflicted injury, while sane or insane.

4.4.2. Other Causes

No benefit shall be payable for any loss resulting directly or indirectly from one of the following causes:

1. Committing, attempting to commit, or provoking an assault or criminal offence.
2. Civil unrest, insurrection or war, whether war be declared or not, or participation in a riot.
3. Service in the armed forces or reserves of any country.
4. Flight or attempted flight on board a plane or other aircraft if the participant is part of the crew or performs any function relating to the flight, or participates in the flight as a parachutist.
5. injuries sustained by the participant as the result of driving a vehicle, if the participant at the time of sustaining the injuries had alcohol in his blood in excess of eighty milligrams of alcohol per hundred milliliters of blood.

4.5. Waiver of Premiums

A participant whose premiums are waived under the Participant's Life Insurance Benefit is also entitled to waiver of premiums under the present benefit.

4.6. Overriding Rule

Notwithstanding anything to the contrary in the General Provisions of the contract, the terms and conditions of this benefit shall prevail.

5. PARTICIPANT'S OPTIONAL LIFE INSURANCE

5.1. Sum Insured

Upon death, the optional life insurance amount shown in the Summary of Benefits according to your class and the option chosen will be paid to your beneficiary.

5.2. Conversion Privilege

If your employment terminates on or prior to your sixty-fifth birthday, you may, within thirty-one days of such termination, convert all or part of your insurance coverage, with the exception of waiver of premiums, into an individual life insurance contract, for an amount not exceeding your amount of coverage under the group policy, without having to provide evidence of insurability.

However, the amount of insurance to be converted may not exceed the lesser of a) two hundred thousand dollars and b) the difference between the amount of insurance in force on your life under this group insurance plan and the amount of insurance provided by any other group insurance contract for which you are eligible at the time of exercising your conversion privilege.

5.3. Extension of Life Insurance Without Premium Payment

If you terminate your employment on or prior to your sixty-fifth birthday, your life insurance is extended, without premium payment, for thirty-one days after the termination date.

5.4. Waiver of Premiums

If your premiums are waived under your Life insurance benefit, you are also entitled to waiver of premiums for Participant's Optional Life Insurance.

The waiver of premiums benefit does not apply in the case of self-inflicted injury, whether you are sane or insane.

5.5. Non-smoker Status

To be considered as a non-smoker, you must provide the insurer with a statement indicating that you have not smoked cigarettes or cigarillos during the twelve months preceding the date of signature of your enrollment card or your request for acknowledgment as a non-smoker. The insurer may require such proof whenever there is an increase in coverage or a change in classification.

If it is proved that you have made a misrepresentation, the present benefit shall be void and Standard Life will have no liability under this benefit.

5.6. Exclusion

If you commit suicide, while sane or insane, less than twenty-four months after the beginning of your coverage under this benefit, the insurer will only refund the premiums you have paid and such refund will constitute a full discharge of the insurer's liability under this benefit.

6. WEEKLY INDEMNITY BENEFIT

(The Standard Life Assurance Company **acts** as the administrator of the present benefit.)

6.1. Insuring Agreement

This benefit will provide you with a weekly income, should you become totally disabled due to illness or accidental injury.

6.2. Definition of Disability

You are considered permanently and totally disabled **if** you are wholly and continuously disabled due to illness and accidental injury which is severe enough, in the insurer's opinion, to permanently prevent you from working for remuneration or profit.

For disability to be acknowledged, your condition must require both regular and continuous medical care actually given by a physician and appropriate therapy, considered satisfactory by the Insurer.

6.3. Amount and reduction of Weekly Indemnity Income

6.3.1. Amount and reduction of Weekly Indemnity Income

The amount of weekly indemnity payable under this benefit is determined according to a formula set forth in the Summary of Benefits and may not exceed the maximum amount therein specified.

6.3.2. Amount and reduction of Weekly Indemnity Income

Weekly benefits will be reduced by any salary replacement or retirement benefit which is payable or which would have been payable had you made satisfactory application under a provincial auto insurance law, under the Canada/Québec Pension Plans, including benefits payable on behalf of dependent children, or under any government plan recognized by Human Resources Development Canada other than any Workmen's/Workers' Compensation Act or similar law.

6.4. Beginning and Termination of Payment

6.4.1. Beginning of Income

Payment of weekly indemnity begins following expiry of the elimination period specified in the Summary of Benefits.

If a disability occurs during the course of a maternity, paternity, adoption or parental leave, the elimination period commences on the date of the onset of disability. Payment of weekly indemnity commences at the **later** of:

1. The expiry of the elimination period
2. Your scheduled date of return to work

The benefit is payable provided the benefit has been kept in force for the entire duration of the leave.

6.4.2. Termination of Payments

Weekly indemnity payments cease at the earliest of the following dates:

1. The date on which the maximum benefit period specified in the Summary of Benefits expires. However, if you reach the age limit specified in the Summary of Benefits during the course of such a period, the maximum benefit period for such disability may not exceed that which is specified in the Summary of Benefits.
2. The **date** on which you cease to be disabled.
3. The date on which you reach the normal retirement age under your employer's pension plan.
4. The date of your death
5. The date on which you fail to submit to an examination by the physician designated by the insurer.
6. The date on which you fail to provide any evidence of disability required by the insurer.

6.5. Restrictions and Exclusions

6.5.1. Successive Periods of Disability

If you have returned to active work and you again become disabled within two consecutive weeks of the first disability and if such disability results from the same cause as the previous disability or from related causes, there is considered to be a continuation of the previous disability, provided you are not entitled to a long term disability income benefit.

However, if you have returned to active work and again become disabled due to an illness or accidental injury totally unrelated to the previous cause of disability, there is considered to be a new disability and a new elimination period will apply.

6.5.2. Pregnancy

Weekly indemnity benefits are paid to you in the event of illness relating to pregnancy. However, the insurer pays no indemnity for any illness or accidental injury:

1. During a maternity or parental leave taken in accordance with provincial or federal legislation or during any maternity or parental leave taken in agreement with your employer.
2. in the course of any period during which you receive maternity or parental benefits from the Employment Insurance Program.

3. During any extension of maternity or parental leave beyond the periods specified above, if you were entitled to and requested such extension.

Maternity leave is deemed to commence on the earlier of the date you elected or the date of delivery. The elected date may also be one required by your employer, where such action is permitted by provincial or federal legislation, if your performance is affected during your pregnancy.

6.5.3. *Work related accident, work related disability or industrial disease*

No weekly benefits shall be payable for any accidental injury, or illness for which benefits are payable or would have been payable had you made satisfactory application under any Workmen's/Workers' Compensation Act or similar law.

However, if upon cessation of benefit payments under any Workmen's/Workers' Compensation Act or similar law, you are unable to return to active work due to an illness or accidental injury for which you are not entitled to benefits under any such law, the elimination period will not apply, and the maximum benefit period specified in the Summary of Benefits will be reduced by the number of partial or full weeks during which you received benefits under any such law, if you are wholly disabled.

6.5.4. *Exclusions*

This benefit does not cover any disability resulting from one of the following causes:

1. Injury or illness resulting from civil unrest, insurrection or war, whether war be declared or not, or participation in a riot.
2. Self-inflicted injury, while sane or insane.
3. Termination of full-time employment to receive care which is not medically required or which is given for cosmetic purposes, unless such surgery or treatment is for accidental injury and commenced within ninety days of the accident.
4. Injury or illness resulting from committing, attempting to commit, or provoking an assault or criminal offence.

7. LONG TERM DISABILITY INCOME BENEFIT

7.1. Insuring Agreement

This benefit will provide you with a monthly income, should you become totally disabled due to illness or accidental injury.

7.2. Amount of Income

Following the elimination period you will receive the amount of monthly income shown in the Summary of Benefits, if this benefit is in force at the time you become totally disabled and provided that your disability lasts.

if a disability occurs during the course of a maternity, paternity, adoption or parental leave, the elimination period commences on the date of the onset of disability. Payment of monthly Income commences at the later of:

1. The expiry of the elimination period.
2. Your scheduled date of return to work.

The benefit is payable provided the benefit has been kept in force for the entire duration of the leave.

7.3. Definition of Disability

A state of complete and continuous incapacity, resulting from illness or accidental injury, which wholly prevents you from performing:

1. Each and every function of your own occupation during the elimination period and during the twenty-four months immediately following, without regard to the availability of such occupation.

and

2. Afterwards, any remunerated function or work for which you may become reasonably fitted by training, education or experience.

Disability will only be recognized under 1. above if you are not receiving remuneration arising either directly or indirectly from any employment, except under a rehabilitation program approved by the insurer.

For disability to be acknowledged, your condition must require both regular and continuous medical care actually given by an appropriate specialist and appropriate therapy, considered satisfactory by the insurer.

7.4. Rehabilitation Program

The insurer has the right to require that you engage in a rehabilitation program managed by the Insurer, when the insurer and its medical advisors consider that the participation is reasonable and fitted. The insurer, with the consent of its medical advisors, may revise, extend or terminate the program, whenever it is considered reasonable and fitted.

When you undertake a rehabilitation program requested by the insurer, you may receive the income specified herein, for a maximum period of twenty-four months, while at the same time receiving remuneration under the rehabilitation program

However, the sum of the remuneration under the rehabilitation program and of the monthly income under this benefit may not exceed the net monthly income paid to you at the time disability began.

If such sum exceeds your net monthly income prior to disability, the income specified herein will be reduced by the amount of such excess.

If you refuse to participate in a rehabilitation program considered reasonable and fitted by the insurer and its medical advisors, the benefit payments will be terminated.

7.5. Reductions and integration of Benefits

The monthly income payable under this benefit will be reduced by any disability or retirement benefit which is payable or which would have been payable had you made satisfactory application under:

1. The Canada/Québec Pension Plans excluding benefits received on behalf of your dependent children.
2. A Workmen's/Workers' Compensation Act.
3. A provincial auto insurance law
4. Any other government plan

Moreover, the amount of disability income paid by the insurer is reduced so that the sum of all income, compensation, indemnity and benefits for which you would be eligible on account of disability, from your employer, a government body, or under any group insurance or pension plan to which your employer contributes and any retirement benefit payable under the Canada/Quebec Pension Plans, may at no time exceed eighty per cent of your net monthly income determined at the onset of disability.

However, future cost of living adjustments made to amounts received from any of the above-mentioned sources will not bring about further reductions.

7.6. Waiver of Premiums

The premium payment for this benefit is waived while you are entitled to a monthly income.

7.7. Termination of Income

Monthly income payments cease at the earliest of the following dates:

1. The date on which the maximum benefit period specified in the Summary of Benefits expires.
2. The date on which you cease to be disabled.

3. The date on which you would refuse to commence or to continue any rehabilitation program which is reasonably considered by Standard Life and its medical advisors to be appropriate.
4. The date on which you reach the age of sixty-five.
5. The date on which you reach the normal retirement age under your employer's pension plan.
6. The date of your death
7. The date on which you fail to submit to an examination by the physician designated by the insurer.
8. The date on which you fail to provide any evidence of disability required by the insurer.

7.8. Successive Periods of Disability

If you have returned to active work and again become disabled within six consecutive months of the first disability and if such disability results from the same cause as the previous disability or from related causes, there is considered to be a continuation of the previous disability. During the elimination period, successive periods of disability from a single cause separated by up to fifteen days will be combined.

However, if you have returned to active work and again become disabled due to an illness or accidental injury totally unrelated to the previous cause of disability, there is considered to be a new disability and a new elimination period will apply.

7.9. Exclusions

This benefit does not cover any disability resulting from one of the following causes:

1. Injury or illness resulting from civil unrest, insurrection or war, whether war be declared or not, or participation in a riot.
2. Self-inflicted injury, while sane or insane
3. Flight or attempted flight on board a plane or other aircraft if you are part of the crew or perform any function relating to the flight, or participate in the flight as a parachutist.
4. Injury or illness resulting from committing, attempting to commit, or provoking an assault or criminal offence.

7.10. Pregnancy

Monthly income benefits are paid to you in the event of illness relating to pregnancy. However, the insurer pays no indemnity for any illness or accidental injury:

1. During a maternity or parental leave taken in accordance with provincial or federal legislation or during any maternity or parental leave taken in agreement with your employer.
2. In the course of any period during which you receive maternity or parental benefits from the Employment Insurance Commission.
3. During any extension of maternity or parental leave beyond the periods specified above, if you were entitled to and requested such extension.

Maternity leave is deemed to commence on the earlier of the date you elected or the date of delivery. The elected date may also be one required by your employer, where such action is permitted by provincial or federal legislation, if your performance is affected during your pregnancy.

7.11. Pre-existing Conditions

No benefits are payable if you become insured after the commencement date of this plan for any disability beginning within twelve months of your effective date of insurance if the disability is caused by, partly attributable to or is a consequence of a sickness or injury for which you have received medical treatment or services or took prescribed drugs or medicine within ninety days before your effective date of insurance.

8. DEPENDENTS' OPTIONAL LIFE INSURANCE

8.1. Sum Insured

Upon death of an insured dependent, the Dependents' Optional Life Insurance amount shown in the Summary of Benefits according to your class and the option chosen will be paid to you.

8.2. Waiver Of Premiums

if your premiums are waived under your Optional Life Insurance benefit, you are also entitled to waiver of premiums for Dependents' Optional Life insurance.

The waiver of premium benefit does not apply in the case of self-inflicted injury, whether the dependent is sane or insane.

8.3. Exclusion

If your insured dependent commits suicide, while sane or insane, less than twenty-four months after the beginning of his coverage under this benefit, the insurer will only refund the premiums you have paid and such refund will constitute a full discharge of the insurer's liability under this benefit.

9. HEALTH BENEFIT

(The Standard Life Assurance Company acts as the administrator of the present benefit.)

9.1. Insuring Agreement

If as a result of accidental injury, illness or pregnancy, you or one of your dependents incur medically required expenses for care and services described hereafter, the insurer will reimburse the covered expenses, subject to the terms and conditions hereinafter specified.

9.2. Special Definition

Audiologist, Chiropracist, Chiropractor, Masseur, Naturopath, Optometrist, Osteopath, Physiotherapist, Podiatrist, Psychologist, Registered Nurse, Registered Nursing Assistant, Speech Therapist

A person legally authorized by the appropriate provincial or federal body to practice within the scope of his specialty.

9.3. Reimbursement

The insurer reimburses these expenses subject to the deductible, the percentage of reimbursement and the maximum covered amount specified in the Summary of Benefits.

9.4. Hospitalization Within Canada

If you or one of your dependents are hospitalized in Canada, the insurer will reimburse that part of hospital expenses which exceeds the amount reimbursed by government plans, up to the daily maximum specified in the Summary of Benefits, and without any limit as to the number of days of hospitalization.

9.5. Covered Medical Expenses

Covered expenses incurred in Canada or incurred due to an emergency during a stay, not exceeding six consecutive months, in a foreign country.

9.5.1. Expenses for Services, Care, Treatment and Material Prescribed by a Physician

1. Services rendered at the insured person's home by a registered nurse, registered nursing assistant or equivalent designation who is unrelated to the insured person and who does not ordinarily reside in the latter's home, up to the maximum covered amount specified in the Summary of Benefits.
2. Paramedical care given by a physiotherapist and masseur, up to the maximum covered amount specified in the Summary of Benefits, per specialist.
3. Operating room, anaesthesia.

4. Licensed ambulance service, including air ambulance, for transportation to the nearest hospital equipped to provide the required treatment, or therefrom, when the physical condition of the insured person precludes the use of any other means of transportation.
5. Oxygen and rental of equipment necessary for its administration, diagnostic laboratory and X-ray examinations, casts and dressings.
6. Rental or the initial purchase, as previously approved by the insurer, of a non-motorized wheelchair, crutches, hospital bed or iron lung.
7. Room and board in a nursing home or chronic care institution designated for such treatment by an appropriate government body, while under the supervision of a physician or registered nurse, up to three dollars per day and a maximum of one hundred and twenty days per consecutive twelve months, for a minimum five-day confinement and which follows a period of hospitalization by less than fourteen days for a chronic care facility and ten dollars per day and a lifetime maximum of one hundred and twenty days for a nursing home.
8. Initial purchase, but not the replacement, of prostheses and orthoses, other than capillary, auditive, oral or dental, such as artificial limb or eye, braces, corsets, hernial supports or other orthopaedic devices, which are obtained in a recognized establishment or laboratory and which are required as a result of bodily injury which occurred or disease which commenced while the person was insured under this provision and provided the purchase was made while this provision was in force.
9. Custom-made orthopaedic shoes made to measure for the insured person by a specialized orthopaedic laboratory, coverage being limited to the cost of one pair of shoes per calendar year. Such expenses are reimbursed according to the same terms and conditions if the prescription is given by a podiatrist.
10. Initial purchase of ~~casted~~ custom-made orthotics made to measure for the insured person by a specialized orthopaedic laboratory, coverage being limited to the cost of one pair per calendar year. Such expenses are reimbursed according to the same terms and conditions if the prescription is given by a podiatrist.
11. Surgical stockings.
12. Surgical brassieres, up to two per calendar year.
13. Wigs, limited to a lifetime maximum of one.

9.5.2. Dental Care Required as a Result of Accidental Injury to Natural Teeth

Dental care given out of hospital by a dentist in accordance with the normal suggested fee for a general practitioner and required as a result of accidental injury to natural teeth.

Only care received within twelve months of the accident is covered. All other dental expenses are excluded.

9.5.3. Services of a Speech Therapist, With the Exception of Treatment Given Outside Canada

Covered expenses, per insured person, are however limited to one professional visit per day and to the maximum covered amount specified in the Summary of Benefits.

9.5.4. Services of a Chiropractor, Osteopath or Naturopath

Covered expenses, per insured person, are however limited to:

1. One professional visit per day and to the maximum covered amount specified in the Summary of Benefits.
2. Twenty-five dollars per calendar year for X-ray examinations

These maximums apply for each specialist.

Treatments given outside Canada by a naturopath are excluded.

9.5.5. Services of a Podiatrist and Chiropodist, With the Exception of Treatment Given Outside Canada

Covered expenses, per insured person, are however limited to one professional visit per day and to the maximum covered amount specified in the Summary of Benefits, per specialist.

9.5.6. Hospitalization Benefit Outside Canada in Case of Emergency

If the hospitalization takes place outside Canada, the insurer reimburses that part of the hospital expenses which is in excess of the amount reimbursed by government plans, up to the daily maximum and the number of days specified in the Summary of Benefits.

9.5.7. Medical and Surgical Services Outside the Province of Residence, in Case of Emergency

Medical and surgical expenses incurred outside the province of residence of the insured person, in excess of the amount payable under the government health insurance plan of the insured person's province of residence, are reimbursed by the insurer.

The maximum amount reimbursed by the insurer, per insured person and per calendar year for medical and surgical care and services rendered outside the province of residence, is specified in the Summary of Benefits.

However, when the services are rendered in Canada, if the cost of such services is in excess of the schedule of benefits established by the provincial Medicare plan where the services were provided, the insurer will not reimburse the amount of extra billing.

9.5.8. *Services of a Psychologist, With the Exception of Treatment Given Outside Canada*

Covered expenses, per insured person, are however limited to one professional visit per day and to the maximum covered amount specified in the Summary of Benefits.

9.5.9. *Hearing Aids*

Expenses incurred for the initial purchase or replacement of hearing aids or any related devices (with the exception of batteries) and for the professional services given by a hearing aid acoustician following the purchase are reimbursed provided they have been prescribed by a physician, audiologist or speech therapist.

Covered expenses, per insured person are however limited for each consecutive four-year period to the maximum covered amount specified in the Summary of Benefits.

The first four-year period begins:

1. On the date the first hearing aid is purchased if the insured person did not have any on his effective date of coverage, otherwise
2. On the date of purchase of the hearing aid which the insured person was using on his effective date of coverage. The expenses for the purchase (cost, adjustment, specialist fees, etc.) will be deducted from the maximum amount specified in the Summary of Benefits.

If the maximum amount specified in the Summary of Benefits is reached during a four-year period, any amount in excess of the maximum, incurred during the last year of the four-year period, may be considered as an eligible expense for the next period. Such amount may not exceed the amount specified in the Summary of Benefits and reduces by the same amount the maximum of the next period.

It is however understood that no reimbursement will be made for expenses incurred before the effective date of insurance.

9.5.10. *Vision Care*

The following vision care expenses prescribed by an ophthalmologist or an optometrist:

1. Prescription eye glasses (frame and lenses) up to the maximum covered amount, per insured person, specified in the Summary of Benefits, or

2. Expenses, up to the maximum covered amount, per insured person, as specified in the Summary of Benefits.

9.6. Coordination and Limitation of Benefits

If you are insured under other group life or government programs or where coordination is required by law, the benefit payable from all sources cannot exceed one hundred per cent of expenses incurred; that is, benefits will not be payable in respect to that portion of any eligible expense for which benefits are payable from another plan.

Benefits for eligible expenses incurred by your dependents covered under this plan as well as another plan will be determined on the following basis:

1. Where your child is insured as a participant under another plan, that portion of an expense which is eligible for reimbursement under such plan will not be payable.
2. Where your child is insured as a dependent under another plan, benefits will first be payable under the other plan if your birthdate occurs earlier in the calendar year in relation to that of your spouse.

9.7. Exclusions

This benefit does not cover:

1. Expenses which are or would normally be payable or reimbursable under a private or public insurance plan.
2. Self-inflicted injury, while sane or insane.
3. Injury or illness resulting from civil unrest, insurrection or war whether war be declared or not, or participation in a riot.
4. Prosthesis or appliance, directly or indirectly to full mouth dentures, temporomandibular joint dysfunction.
5. Treatment, surgery, care, service, examination or appliance, which is not medically necessary or
 - a) Is given or required for cosmetic purposes, or
 - b) Is given or required for a condition other than curative, or
 - c) Is given or required in relation to an operation or treatment of an experimental nature, or
 - d) Exceeds what is ordinarily given or required in accordance with current therapeutic practice.
6. Any portion of the cost of services in excess of the reasonable and customary charge for an illness of the same nature and severity in the locality where the service is provided.

7. Care or services rendered free of charge or which would be free of charge were it not for insurance coverage or which are not chargeable to the insured person.
8. Rest cure or travel for reasons of health
9. Eye examinations
10. Prescribed drugs or medicine

10. PRESCRIBED DRUG PLAN — HEALTH ASSURE PLAN 87**10.1. Insuring Agreement**

If you and your dependents are insured under the Health Insurance benefit of the present policy, you and your dependents are covered as well for prescription drugs or medications necessitated by accidental injury, illness or pregnancy, provided the present benefit and contract are in force, and subject to the terms and conditions hereinafter specified.

10.2. Special Definitions**10.2.1. Dentist**

A person licensed by the provincial licensing authority to practice dentistry.

10.2.2. Participating Pharmacy

A pharmacy having a contractual agreement with Assure Health Inc. and participating in the direct payment prescription drug program.

10.2.3. Pharmacist

A person legally authorized by the appropriate provincial or federal body to practice within the scope of his specialty.

10.2.4. Prescription Drugs or Medications

Prescription drugs or medications (ingredient costs and professional fees).

10.2.5. Prescription Unit

A prescription number signifies a prescription unit.

10.2.6. Assure Health Inc.

Provider of the electronic network Assure Card services.

10.3. Calculation of the Amount Payable**10.3.1. Payment Schedule**

Ingredient cost plus professional fee.

10.3.2. Deductible

The deductible is that portion of a covered expense per prescription unit which is paid by you and your dependents. Such deductible is specified in the Summary of Benefits and on your Assure Card provided by Assure Health Inc..

10.3.3. Reimbursement

Assure Health Inc. reimburses a percentage of covered expenses incurred, after applying the deductible. Such percentage is specified in the Summary of Benefits and on your Assure Card provided by Assure Health Inc..

10.4. Covered Expenses

Expenses incurred by you and your dependents for prescription drugs or medications, provided they are incurred in Canada or incurred due to an emergency during a stay not exceeding six consecutive months in a foreign country, are reimbursed, subject to the deductible and reimbursement.

10.4.1. Eligible Drugs and Medications

1. Prescribed drugs and medications bearing a Drug Identification Number (DIN) and listed as prescription requiring in Federal or Provincial Drug Schedules.
2. Injectable drugs, injectable vitamins, insulins, and allergy extracts bearing a Drug Identification Number (DIN).
3. Extemporaneous preparations or compounds where one of the ingredients is an eligible benefit.
4. All disposable needles (including disposable needles, for non-disposable insulin delivery devices) disposable syringes, lancets and chemical reagent testing materials used for monitoring diabetes.
5. Non-prescription requiring drugs bearing a Drug identification Number (DIN) in the following categories:
 - a) Antimalarials
 - b) Fibrinolytics
 - c) Muscle relaxants
 - d) Nitroglycerin
 - e) Potassium replacements
 - f) Single entity fluorides
 - g) Single entity iron salts
 - h) Thyroid agents
 - i) Topical enzymatic debriding agents

10.4.2. Dispensing Limitations

The quantity of a prescription drug dispensed is the lesser of the quantity prescribed or a thirty-four day supply. However, the maintenance drugs listed below, may be dispensed to a maximum of a one hundred day supply, if so prescribed by a physician or dentist.

1. Antiasthmatics
2. Antibiotics for acne
3. Anticoagulants
4. Anticonvulsants
5. Antihypertensives
6. Antiparkinson
7. Antituberculosis
8. Cardiac agents
9. Estrogens
10. Glaucoma
11. Hypoglycemic?,
12. Oral contraceptives
13. Potassium replacements
14. Thyroid agents

10.5. Exclusions

1. All nicotine resin containing products, even if a prescription is legally required, whether or not such prescription is given for medical reasons.
2. Oral and injectable drugs used to enhance fertility, even if a prescription is legally required.
3. Items deemed cosmetic, such as topical minoxidil or sunscreens, even if a prescription is legally required, whether or not such a prescription is given for medical reasons.
4. Atomizers, appliances, prosthetic devices, colostomy supplies, first aid kits or equipment, electronic diagnostic monitoring or testing equipment (such as "Glucometer®") non-disposable insulin delivery devices (such as "Novolin Pen®") delivery or extension devices for inhaled medications (such as "Rotohaler®", "Diskaler®", "Aerochamber®") spring loaded devices used to hold lancets, alcohol, alcohol swabs, disinfectants, cotton, bandages, or supplies and accessories for the aforementioned.

5. Oral vitamins, minerals, dietary supplements, infant formulas, or injectable total parenteral nutrition (TPN) solutions, whether or not such a prescription is given for a medical reasons, except where Federal or Provincial law requires a prescription for their sale.
6. Diaphragms, condoms, contraceptive jellies/foams/sponges/suppositories, intrauterine devices (IUD's), contraceptive implants, or appliances normally used for contraception whether or not such a prescription is given for a medical reasons.
7. Proprietary medicines bearing a GP (general product) number, as defined in Division 10 of the Food and Drug Act; Homeopathic preparations.
8. Prescriptions dispensed by a physician, clinic, dentist or in any non-accredited hospital pharmacy, or for treatment as an inpatient or outpatient in a hospital, including investigational status drugs and emergency status drugs, unless otherwise approved by Assure Health Inc..
9. All preventative immunization vaccines and toxoides.
10. All allergy extracts, compounded in a lab, and not bearing a Drug Identification Number (DIN).
11. Any drugs or medications which the insured person is eligible to receive under the applicable Provincial Drug Benefit Plans.

10.6. Claims

if you and your dependents incur a covered expense at a participating pharmacy, you and your dependents are only responsible for the payment of the deductible and the difference between the reimbursement and the expense incurred.

However, If you and your dependents incur a covered expense at a non-participating pharmacy or outside Canada, you must submit a completed claim form provided for that purpose by your employer, along with original receipts directly to Assure Health Inc., within the time prescribed by law. The covered expenses are reimbursed by Assure Health Inc.. directly to the participant subject to the deductible and the reimbursement.

11. TRAVEL ASSISTANCE PLUS

11.1. Coverage

Through GESA Assistance this benefit provides you and your insured dependents medical assistance in case of emergency, while on a business or personal trip of less than six months' duration, for an accident or illness occurring outside the province of residence, subject to the conditions hereafter specified.

11.2. Special Definitions

11.2.1. ***Accident***

Any sudden, violent, and unforeseeable event resulting directly from an external cause beyond the control of the insured person and causing bodily injury which prevents the normal continuation of the trip, while this benefit is in force.

11.2.2. ***Claims***

Any event, accident or illness which may give rise to GESA Assistance's intervention.

11.2.3. ***General Practitioner or Specialist***

Any person with a medical or surgical specialty who is legally licensed and authorized to practice medicine in the country where the insured person is located.

11.2.4. ***Hospital***

Hospital shall mean an institution providing short term health care.

1. Legally recognized as such in the country in which the institution is located.
2. Designated for the care of bed patients.
3. Equipped with laboratory and operating room facilities.
4. Providing at all times the services of licensed physicians and registered nurses on a twenty-four hour basis.

However, rehabilitation institutions, chronic care institutions, convalescent or rest homes, as well as hospital units serving these purposes, are excluded.

11.2.5. ***Illness***

Any sudden and unforeseeable change in health that has been diagnosed by a competent medical authority and prevents the normal continuation of the trip, while this benefit is in force.

11.3. Travel Assistance**11.3.1. Services Provided by GESA Assistance in Case of Accident or Illness**

1. Arranging consultations with general practitioners or specialists in order to obtain the best medical care available in the area, at the insured person's request.
2. Arranging admission to the hospital nearest the site of the illness or accident.
3. Arranging for the return of the insured person to his home or to a hospital near his home after initial treatment, as soon as his condition permits, by any appropriate means of transportation, if the insured person can no longer use the means of transportation originally planned for his return to his province of residence.
4. Making the necessary arrangements for the payment of medical and hospitalization expenses covered under the Health Insurance benefit of the group insurance policy issued by The Standard Life Assurance Company, for hospitalization and medical and surgical treatment outside Canada in case of emergency. If necessary, and subject to prior agreement with The Standard Life Assurance Company, GESA Assistance will advance the funds, in the lawful currency of Canada, for you and your insured dependents, for the medical and hospitalization expenses specified in the preceding paragraph.
5. Making the necessary arrangements for the payment of expenses required in exceptional situations other than expenses for medical and hospitalization expenses specified in the preceding article. If necessary, and subject to prior agreement with The Standard Life Assurance Company, GESA Assistance will advance up to a maximum of five thousand dollars in the lawful currency of Canada, for you or your insured dependents. All such advances are payable by you in one lump sum within thirty days of receipt of a notice to this effect, to The Standard Life Assurance Company. In the event of non-payment within the specified delay, Standard Life will send a notice to the policyholder, and the latter shall immediately pay the specified amount.
6. Upon request, confirming insurance coverage to physicians and hospitals.

11.3.2. Expenses Assumed by GESA Assistance in Case of Accident or Illness

1. The transportation or transfer, if necessary, by appropriate means, land or air, recommended by the attending physician in agreement with GESA Assistance to a hospital, near the site of the accident or illness best equipped to provide treatment, given the nature and/or severity of the accident or illness.

2. The return of the insured person to his home or to a hospital near his home, if recommended by the attending physician and in agreement with GESA Assistance, after initial treatment and provided his state of health permits and necessitates it. GESA Assistance will assume up to the cost of a first class ticket on a regular airline for the return of an insured person if his original return ticket cannot be used for this purpose. Furthermore, GESA Assistance will assume expenses for local ambulance service to the airport and upon return, to the insured person's home or the nearest hospital.

11.3.3. Services Provided and Expenses Assumed by GESA Assistance in Case of Accident, Illness, Death or Other Emergency

1. Arranging and paying for the return, to the province of residence, of family members who can no longer use the means of transportation originally planned for their return because of the accident, illness or death of the insured person.
2. Arranging and paying a person to escort any dependent child under sixteen years of age, traveling with the insured person if, following the accident, illness or death of the insured person, no accompanying adult is able to do so.
3. Arranging and paying for the return trip of a family member to enable such a member to visit the insured person whose state of health is such that his return is not possible and requires hospitalization for a period exceeding seven days.
4. Arranging and paying for meals and accommodation of an insured person whose trip is interrupted due to the death or hospitalization of another family member traveling with him, up to one hundred and fifty dollars in the lawful currency of Canada per day for seven days.
5. Arranging and paying for all expenses related to the hiring of a driver to return the vehicle to the insured person's residence or to the nearest rental office if, following the accident, illness or death of the insured person, no other passenger traveling with the insured person can drive the said vehicle.
6. Arranging and paying for all expenses for the communication of emergency messages to the family or to the employer whenever the insured person is unable to do so
7. Providing information in case of a problem such as loss of passport, luggage, money, credit cards, travel tickets, etc., which could interrupt the insured person's trip.

8. Providing legal assistance following legal action taken against the insured person.
 - a) Advancing funds for the payment of legal fees, up to a total combined maximum of five thousand dollars, in the lawful currency of Canada, for the participant or the participant and his insured dependents, subject to prior agreement with The Standard Life Assurance Company.
 - b) Advancing funds for the payment of bail, up to a total combined maximum of five thousand dollars in the lawful currency of Canada, for the participant or the participant and his insured dependents, subject to prior agreement with The Standard Life Assurance Company, to cover instances such as ensuring the release and personal appearance of the insured person having been the driver of a vehicle involved in an accident.

All such advances are payable by the participant in one lump sum within thirty days of receipt of a notice to this effect, to The Standard Life Assurance Company.

In the event of non-payment by the participant within the specified delay, Standard Life will send a notice to the policyholder, and the latter shall immediately pay the specified amount.

11.3.4. *Services Provided and Expenses Assumed by GESA Assistance Following the Death of the Insured Person Due to an Illness or Accident*

GESA Assistance will handle all necessary local formalities and will assume the payment of expenses for postmortem, coffin and the transfer of the deceased to the burial site in the insured person's province of residence. Funeral expenses are not assumed by GESA Assistance nor The Standard Life Assurance Company. However, should the family of the insured person decide that the local burial or cremation be a preferable option, the reasonable expenses for the burial or cremation will be assumed by GESA Assistance. However, such expenses may not exceed the other expenses that would have been assumed by GESA Assistance.

11.4. Deductible and Maximum

The services provided and the expenses assumed under this benefit are not subject to a deductible or maximum, other than those under the Health Insurance benefit.

11.5. Exclusions

The services provided do not cover:

1. Any expenses payable or reimbursable under a private or government insurance plan or which would normally have been reimbursable or payable.
2. Attempted suicide or self-inflicted injury, while sane or insane.
3. Injury or illness resulting from civil unrest, Insurrection or war, whether war be declared or not, ~~or~~ participation in a riot.
4. Surgery or treatment which is not medically required, and which is given for cosmetic purposes or for any reason other than curative, or which exceeds ordinary surgery or treatment given in accordance with current therapeutic practice, and surgery or treatment which is given in relation to an operation or treatment of experimental nature.
5. Any portion of expenses for services in excess of the reasonable and customary charge for an illness of the same nature and severity in the locality where the service is provided.
6. Care or services rendered free of charge or which would be free of charge were it not for insurance coverage or which are not chargeable to the insured person.
7. Rest cure or travel for reasons of health.

11.6. Procedures

11.6.1. Reporting of Accident or Illness

As soon as an Insured person has an accident or learns of his illness, he must use all possible means to limit the extent of such accident or illness. The insured person must submit to GESA Assistance, within the following five days, a declaration of the circumstances of such accident ~~or~~ illness and its known or presumed causes. Furthermore, at the request of GESA Assistance, the insured person must provide a certificate from the attending physician outlining the probable consequences of the illness or the injuries sustained in the accident.

11.6.2. Prescription

Every claim in respect of e covered event shall be time barred within one year from the date of occurrence of such event.

11.6.3. Refund of Return Portion of Ticket

When GESA Assistance pays for the return of the insured person, the insured person is obliged to surrender the return portion of his own original ticket, or any refund thereof, to GESA Assistance. In case of non-compliance and in consideration of the present contract, GESA Assistance subrogates The Standard Life Assurance Company of all their rights and recourse necessary to recover such sum from the insured person.

11.7. Liability of GESA Assistance

GESA Assistance shall not be held responsible for delays or impediments in providing assistance in the following events.

1. Strike.
2. War.
3. Invasion
4. Act of foreign enemies
5. Hostilities, whether war be declared or not.
6. Civil war.
7. Rebellion.
8. Insurrection.
9. Terrorism or military or usurped power.
10. Riot and civil disturbance.
11. Radioactivity.
12. Any other Act of God.

It is understood that the physicians, hospitals, clinics, lawyers or any professionals or professional institutions to whom the insured person is referred by GESA Assistance are for the most part independent contractors responsible for their own acts and not employees, agents or in the service of GESA Assistance.

Furthermore, GESA Assistance and The Standard Life Assurance Company shall not be responsible for any act or failure to act on the part of professionals or professional institutions such as, but not limited to, physicians, hospitals, clinics and lawyers.

12. DENTAL CARE BENEFIT — PREVENTIVE, BASIC, MAJOR AND ORTHODONTIC TREATMENTS

(The Standard Life Assurance Company acts as the administrator of the present benefit.)

12.1. Insuring Agreement

The plan covers dental treatments given by a dentist, specialist or denturologist licensed by the appropriate provincial licensing authority.

12.2. Reimbursement

The insurer reimburses the covered expenses subject to the deductible, the percentage of reimbursement and the maximum amount specified in the Summary of Benefits.

Expenses incurred are reimbursed according to the Suggested Fee Guide for General Practitioners, Specialists or Denturologists of the province where treatment is given, as specified in the Summary of Benefits.

Expenses incurred outside Canada are limited to the reimbursement basis for general practitioners or specialists of the insured person's province of residence, as specified in the Summary of Benefits.

12.3. Treatment Plan

Where it is expected that the total cost of a treatment will exceed five hundred dollars, you must submit a treatment plan to the insurer who will determine, before commencement of treatment, the amount of covered expenses.

12.4. Alternate Treatment Plan

If more than one type of treatment exists for the dental condition of the insured person, the insurer reimburses the lesser fee, provided however that the treatment given is normal and appropriate.

12.5. Coordination and Limitation of Benefits

If you are insured under other group policies or government programs or where coverage is required by statute, the benefits payable from all sources cannot exceed one hundred per cent of expenses incurred: that is, benefits will not be payable with respect to that portion of any eligible expense for which benefits are payable by another plan.

Benefits for eligible expenses incurred by your dependents who are insured under this plan as well as another plan will be determined on the following basis:

1. Where your spouse is insured as a participant under another plan, that portion of an expense which is eligible for reimbursement under such plan will not be payable.

2. Where your child is insured as a dependent under another plan, benefits will first be payable under the present plan if your birthdate occurs earlier in the calendar year in relation to that of your spouse.

12.6. Maximum Benefit

In the case of any person becoming insured more than thirty-one days following the eligibility date, the reimbursement for preventive, basic and major treatments may not exceed one hundred dollars, during the first twelve months of coverage. In the case of orthodontic treatment, this restriction applies during the first thirty-six months of coverage.

12.7. Expenses Incurred

Expenses are considered to be incurred only when treatment has actually been given, even if a treatment plan has been submitted to and approved by the insurer.

For prostheses, expenses are considered to be incurred only on the date such prosthesis is installed.

If an orthodontist sets a global fee at the beginning of a treatment expected to extend beyond a year, the insurer reserves the right to spread such fee over the entire treatment period and to reimburse expenses periodically throughout the treatment.

12.8. Covered Expenses for Preventive Treatments

Expenses for the following preventive treatments are covered:

12.8.1. Examination and Diagnosis

1. Oral examination once every six months
2. Recall oral examination once every six months
3. Emergency oral examination
4. Specific oral examination

12.8.2. Radiographs

1. Intraoral — Periapical, one complete series every two years
2. Intraoral — Occlusal
3. Intraoral — Bitewing, once every six months
4. Extraoral
5. Sialography

6. Panoramic, once every two years
7. Radiopaque dyes
8. Cephalometric film

12.8.3. Tests and Laboratory Examinations

1. Microbiologic culture
2. Caries susceptibility tests
3. Biopsy of oral tissue — Soft
4. Biopsy of oral tissue — Hard
5. Cytologic smear
6. Pulp vitality tests

12.8.4. Preventive Services

1. Prophylaxis
2. Preventive recall packages
3. Fluoride treatments
4. Oral hygiene initial instruction

12.9. Covered Expenses for Basic Treatments

Expenses for the following basic treatments are covered.

12.9.1. Other Basic Treatments

1. Finishing restorations
2. Pit and fissure sealant
3. Caries, trauma and pain control
4. Interproximal discing

12.9.2. Space Maintainers for Loss of Primary Teeth

For insured persons under age 18

12.9.3. Appliances to Control Harmful Habits

For children

12.9.4. Restorative

1. Amalgam restorations
2. Acrylic or composite resin restorations

12.9.5. Other Restorative Services

1. Restorations prefabricated, metal or plastic
2. Recement inlay or crown
3. Removal of inlay or crown

12.9.6. Endodontics

1. Pulpotomy
2. Pulpectomy
3. Root canal therapy
4. Periapical services
5. Other endodontics procedures

12.9.7. Periodontics

1. Non-surgical services
2. Surgical services
3. Periodontal splinting
4. Adjunctive periodontal procedures
5. Scaling/root planing, combined limit of twelve units per calendar year

12.9.8. Prosthodontics — Removable

1. Adjustment, repairs, additions
2. Relining and rebasing

12.9.9. Prosthodontics — Fixed

Repairs

12.9.10. Oral Surgery

1. Uncomplicated removals
2. Surgical removals
3. Alveoplasty
4. Surgical excision
5. Surgical incision and drainage
6. Frenectomy
7. Hemorrhage, control of

12.9.11. Adjunctive General Services

Anaesthesia, only in relation to surgery

12.10. Covered Expenses for Major Treatments

Expenses for the following major treatments are covered:

12.10.1. Prosthetics — Initial

The initial, complete or partial, fixed or removable prostheses, in the case of teeth extracted while the person is insured under the contract.

12.10.2. Prosthetics — Replacement

Replacement of, complete or partial, fixed or removable prostheses, in the case of:

1. Replacement following the extraction of natural teeth, provided the person is then insured under the contract.
2. Replacement of a prosthesis that is at least three years old and can no longer be used.
3. Initial replacement of a temporary prosthesis fitted less than twelve months before.

In no event will the insurance cover lost or stolen prostheses

Whenever laboratory fees are incurred, they shall be limited to 60% of the fixed fee determined for the procedure, unless justified by a receipt furnished by a commercial laboratory.

12.10.3. Restorative

1. Diagnostic casts
2. Gold foil restorations, if other substances are inappropriate
3. Metal inlay restorations, if other substances are inappropriate
4. Porcelain inlay restorations, if other substances are inappropriate
5. Onlay restorations
6. Pins for inlays, onlays or crowns
7. Post and cast metal cores
8. Crowns
9. Veneers, laboratory processed
10. Overdentures

12.10.4. Prosthetics — Removable

1. Complete dentures
2. Partial dentures

12.10.5. Prosthodontics — Fixed

1. Bridge pontics
2. Retainers and abutments
3. Other prosthetic services

12.10.6. Oral Surgery

1. Oral surgery
2. Treatment of fractures
3. Other oral surgery

12.11. Covered Expenses for Orthodontic Treatments

Expenses for the following orthodontic treatments are covered:

Reasonable expenses incurred for orthodontic treatment given by an orthodontist or a general practitioner to correct the dental irregularities of a dependent child at least six years old but less than twenty-five at the time treatment begins.

12.11.1. Orthodontic Treatments

1. Oral examination
2. Skull and facial bone survey
3. Radiographs hand and wrist
4. Diagnostic casts — Unmounted
5. Surgical exposures
6. Removable active appliances for tooth guidance
7. Fixed or cemented appliances
8. Retention appliances
9. Comprehensive treatment
10. Miscellaneous services

12.12. Exclusions

This benefit does not cover:

1. Treatment or appliance, related directly or indirectly to full mouth reconstruction, to correct vertical dimension and temporomandibular joint dysfunction.
2. Services rendered by a dental hygienist and not administered under supervision of a dentist.
3. Dental services covered under the health insurance benefit, if such benefit is part of this plan, or under any other group insurance contract.
4. Services and supplies relating to any appliance worn in the practice of a sport.
5. Expenses which are or would normally be payable or reimbursable under a private or public insurance plan.
6. Self-inflicted injury, while sane or insane.
7. Injury or illness resulting from civil unrest, insurrection or war, whether war be declared or not, or participation in a riot.
8. Services which are not medically required, which are given for cosmetic purposes or which exceed ordinary services given in accordance with current therapeutic practice.
9. Care or services rendered free of charge or which would be free of charge were it not for insurance coverage or which are not chargeable to the insured person.

13. NOTICE

In order to ensure confidentiality of personal information, Standard Life will establish an insurance file in which information concerning your application for insurance will be kept along with information concerning any request relative to the administration of the said contract.

Only the employees or authorized agents responsible for the management of the insurance plan or any other person whom you authorize shall have access to this file.

Your file will be kept in the offices of The Standard Life Assurance Company.

You have the right to consult the personal information contained in this file and, if applicable, to have it rectified by sending a written request to the following address:



**Access Officer
THE STANDARD LIFE ASSURANCE COMPANY
1245 Sherbrooke Street West
Montreal (Quebec)
H3G 1G3**

This document outlines the benefits of your group insurance plan but does not create or confer any contractual rights. In case of dispute, the group insurance policy issued to your employer remains the only binding document, in accordance with the provisions prescribed by law.

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