COLLECTIVE AGREEMENT

between

TRIPLE E HOMES (1996) LIMITED

AND

TRIPLE M HOMES LTD.

as of September 1999

AND

ALBERTA AND NORTHWEST

TERRITORIES

(DISTRICT OF MACKENZIE)

REGIONAL COUNCIL OF

CARPENTERS AND ALLIED WORKERS

LOCAL 2010



January 1, 1999 - December 31, 2000

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COLLECTIVE AGREEMENT

Effective

January 1, 1999 - December 31, 2000

Between

TRIPLE E HOMES (1996) LTD. and TRIPLE M HOMES LTD. as of September 1999

A body corporate having its head office at the City of Lethbridge in the province of Alberta.

(hereinafterreferred to as the "Company")

and

ALBERTA AND NORTHWEST TERRITORIES (DISTRICT OF MACKENZIE) REGIONAL COUNCIL OF CARPENTERS AND ALLIED WORKERS LOCAL 2010

Of the City of **Calgary**, in the Province of Alberta and their members

(hereinafter referred to as the "Union")

ARTICLE 1 PURPOSE OF AGREEMENT

- 1.01 Whereas the parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable earnings. wage ratas, and working conditions, to obtain efficient operations to protect the safety and health of employees, and to provide machinery for the adjustment of disputes which may arise between the parties hereto. It is the desire of both parties to work together harmoniously in promoting their mutual interest in the maintenance of efficient operations in the Company's Plant(s). Therefore, the Company and Union agree as follows:
- **1.02** The Union agrees to instruct its members and Company agrees to instruct its supervisors **concerning** the terms of this agreement. **Both** parties agree to respect each other's rights and to assume their obligations accordingly.
- **1.03** Both parties agree to endeavour to provide an atmosphere where trust, co-operation and mutual respect between employees and management is encouraged.

ARTICLE 2 RECOGNITION

- **2.01** The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company at its plant(s) in the jurisdictional boundary of Local Union 2010 with the exception of the office and clerical employees. and security.
- **2.02** The Shop Stewards shall act for the employee or employees in respect to his/her duties arising from

this agreement. Shop Stewards, after obtaining permission from his/her Supervisor, shall be permitted to leave his/her work for a reasonable time without loss of pay in order to carry out his/her duties. Such permission will not be unreasonably withheld by the Company.

The Company and Union agree that a ratio of One (1) Job Steward to every twenty-five (25) to thirty (30) employees would be beneficial to both parties.

- 2.03 The Union will elect or appoint sufficient steward(s) and said stewards shall not be discriminated against. The Union shall give notice to the Company in writing of the names of the shop stewards elected within seven (7) days from date of selection.
- (a) in the event of lay-offs the Shop Steward(s) shall be retained by the Company irrespective of seniority standing, providing that the steward(s) are capable and willing to preform the work available.
- (b) If five (5) or more employees are working. A shop steward shall be retained. If four (4) or less employees are working, it shall be mutually agreed by the Company and the Union as to whether a shop steward is required.
- **2.04** Persons whose regular jobs are not in the bargaining units shall not work on any jobs which are included in the bargaining unit. It is understood and agreed that Supervisors may perform some work in the instruction of employees, Health, Safety and in the event of imminent danger to property.
- **2.05** The Company agrees to introduce all new employees to the shop steward of the assigned work

area before commencing work. All new employees shall at the time of hire and before commencing work, fill out an application for membershipto the Union. The Employer will notify the Union office on Friday each week of all newly hired employees

- **2.06** The Company shall provide to the Union a complete list of its employees up to the level of Superintendentwho are authorized to hire and discharge other employees, (under the terms of this agreement) within seven (7) days from the date a collective agreement is signed. The Company shall post this list in such a manner as to ensure observance by all employees. The Company shall issue a revised list within seven (7) days of any change.
- **2.07** The Company and Union shall designate suitable and proper places where the Union may post notices.
- **2.08** The Company and the Union desire every employee to be familiar with the provisions of this agreement, and his/her rights and duties under it. For this reason, both parties agree to share the cost equally in printing the agreement and each employee will receive a copy.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 The Union recognizes the right of the employer to operate and manage its business in all respects in accordance with its commitments and responsibilities and that the locations of operations, schedules. processes, methods and means of dealing with products, materials and equipment, the right and responsibility to determine, establish, maintain and enforce reasonable standards of production and standards of quality is fully recognized and are solely the responsibility of the employer.

3.02 The Management and the operations of and the direction of the working forces, including, but not limited to. hire, transfer, and promotion within the terms of this agreement, discipline and discharge for proper and just cause: relief of employee from duties because of lack of work and enforcement of reasonable rules and regulations is vested exclusively in the management. Any claim of violations of this agreement shall be subject to the grievance procedure.

ARTICLE 4 UNION SECURITY

- **4.01** All employees who come within the terms of this agreement shall become members of the Union within fifteen (15) working days from the date of first employment. Ail members of the Union employed by the Company must maintain their membership in good standing as a condition of employment. However, the Union will exempt students from becoming members of the Union for a period of four (4) months, providing such students are hired under the following conditions:
- (a) During the summer recess extending from April 15 to September 1 of any year.
- **(b)** Providing that the student does not replace any Union members.
- (c) Each student shall as a condition of continuing employment remit a work permit fee. in accordance with Article 5, each month, to the Union an amount equal to the regular Union dues in effect under the terms of this agreement.
- (d) A student is defined as a person in full time attendance at a school or university immediately prior to April 15 and intending to return on or by September 1st.

- (e) A Student employed under conditions of clause(d) above will not accrue seniority rights.
- (f) Students will be employed under the ciassification and at the rate of pay as stipulated in Article 8.
- (g) Student employees shall be exempt from Article 11, Article 18, Article 19 and Article 20.

4.02 Business agents, after first receiving permission by the Company shall be **allowed** access in person or page by phone to **all** shops and plants covered by this agreement, for the purpose of carrying **out** their official duties. Such permission will not be unreasonably withheld by the Company.

ARTICLE 5 DEDUCTION OF DUES

5.01

- (a) The Company agrees during the effective period of this agreement, to honour an authorization in writing by an employee for the deduction and remittance to the office of the Union, initiation fees, work permit lees, assessments and regular monthly union dues. The Company will mail to the Union such deductions not later than the fifth (5th) working day of the period following the deduction of initiation fees, work permit fees, assessments and dues. The Union shall inform the Company in writing of the amount of each Union dues, assessments and initiation fees from the time in force
- (b) WORK PERMIT FEES By mutual consent Of the parties, persons brought into the plant to perform specialty type work shall be required to pay work permit fees of not less than the dues paid by Union Employees.

ARTICLE 6 HOURS OF WORK AND OVERTIME

6.01 The regular work week shall consist of five (5) days, Monday to Friday, inclusive; of eight (8) hours each exclusive of lunch period as defined in subparagraph 9.03. The regular work day shall be performed between the hours of 7:00 a.m. and 5:00 p.m. This should not be construed as a guarantee of minimum hours of work, it is stated solely to provide a basis for the calculation of overtime.

- **6.02** Overtime should be paid as follows:
- (a) All hours worked in excess of the regular shift each day, Monday to Friday both days inclusive, shall be paid for at one and one half times the regular hourly rate.
- (b) The first four hours worked on a Saturday shall be paid for at one and one half times the regular hourly rate. All other work performed on a Saturday or Sunday shall be paid at double the regular rate.
- (c) In the event work is scheduled on a paid Statutory holiday and is worked. one days pay at the regular hourly rate for eight (8) hours will be paid plus two (2) times the regular hourly rate for each hour worked, provided the employee is eligible for pay on the statutory holiday.
- **6.03** Shifts: The wage rate for second and third shifts shall be sixty-five cents (5.65) per hour over the employees' established rate.
- 6.04 Banked Overtime:
- (a) Ail banked overtime shall be based on the overtime at the employees' earned rate.



- (b) Banked overtime will be limited to a maximum of forty (40) hours per calendar year. All hours greater than forty (40) hours must be paid out as overtime.
- (c) Once in each six (6) month period (January and July) the employee(s) shall have the opportunity to change their option of whether or not to bank their overtime hours. This option to change must be completed on the appropriate form and submitted to the employees' supervisor by June 20 and December 20 and will be effective the first pay period beginning in July or January respectively.
- (d) Employees must request time-off from their banked hours at leastfifteen (15) working days In advance to the time requested. The Company must respond to the request for time-off within five (5) working days of the request.
- (e) A minimum of one day (8 hours), to a maximum of three days (24 hours) can be taken at any given time and will be considered a regular worked day(s). The time-off granted will be at such time mutually agreed upon between the Company and the employee.
- (f) Outstanding banked overtime, for the entire calendar year, ending December 31st of each year will be paid out on a separate cheque by January 31st.
- (g) This program may be terminated at any time by the company or the union with thirty (30) calender days notice.

ARTICLE 7 DURATION OF THE AGREEMENT

7.01 This Agreement shall be in effect from January 1, 1999 until December 31, 2000 and shall be automat-

ically renewedfor a further period of one (1) year unless notice in writing is given by either party to the other for modification or termination, during a period of not less than sixty (60) days and not more than one hundred and fifty (150) days immediately prior to the anniversary date of any subsequent year.

7.02 After notice to amend has been given by either party, this agreement shall remain in full force and effect during any period of negotiations, even though such negotiations may extend beyond said anniversary date or said termination date, until a vote is held under the provisions of the Alberta Labour Relations Code.

ARTICLE 8 RATE OF PAY

8.01 The Company agrees to pay and the Union agrees to accept during the lifetime of this agreement, the classification of employees and the schedule of wages for all employees covered by the terms of this agreement as follows:

(a) CLASSIFICATION

1. Tradesman: Any employee who holds a valid Journeyman's ticket issued in Canada and who is employed by the Company in his/her specific trade is classified as a tradesman. All pew employees who are hired as tradesman or who subsequently are promoted to tradesman ciassificationshall be classified as tradesmen. Tradesman will be assigned to work related to their skill and tools. However, they may be assigned to work temporarily as a production worker without reduction in pay, it being understood that if a tradesman accepts a position as a production worker on

a permanent basis, he will receive the hourly rate of a production worker.

- 2. Apprentice: Employed in accordance with the Alberta Advanced Education and Career Development Apprenticeship and Industry Training Division.
- 3. Production Workers: All employees engaged in the assembly and installation of material and components to produce the finished product, not limiting the generality of the foregoing. This classification shall include the floor, wall and roof assembly, drywall application, metal shaping, metal application, floor covering, trim ducts, furnace, running gear installation, component preassembly, welding, machine operators, storekeepers, wiring, piping, woodworking, and painting of products, shipping and receiving clerks. All employees engaged in the manual handling of materials. movement of production line, loading and unloading of trucks and box cars, cleaning vard, plant, windows, homes, sweeping floors, removal of snow and garbage and all other material handling and janitors.
- 4. Group Leaders: Employees fully experienced and capable of performing and directing all classes of work for one of the above mentioned classifications, and will be responsible for a group of not more than thirty (30) employees. Must possess a valid and up-to-date Class One (1) First Aid Certificate and have attended the required Supervisory Training sessions which will be provided for by the Company. The training for both requirements is to be completed by the employee outside the normal

work hours and at no expense to the Company lor wages.

5. Lead Hand Employees fully experienced and capable of performing all classes of work lor one of the above mentioned classifications, and be responsible for a group of not more than ten (10) employees. Must possess a valid and up-to-date Class One (1) First Aid Certificate and have attended the required Supervisory Training sessions which will be provided for by the Company. The training for both requirements is to be completed by the employee outside the normal work hours and at no expense to the Company for wages.

(b) MINIMUM WAGE RATES

The minimum wage rate for the term of this contract for all regular hours worked shall be as follows:

Full-The: Workers on the seniority list at the time of signing this contract. By attrition the number of luil-time workers will be reduced to a minimum of 160 before any seasonal workers are made full-time. The percentage of seasonal workers to full-time may not exceed 40% of the total work force at any time. Once an employee is full-time he/she will not be reduced to seasonal.

Seasonal: Any employee who is employed by the Company In excess of one hundred and sixty (160) full-time workers shall be classified as a seasonal employee. This classification of employee is ineligible or the Company program on Health and Welfare coverage as outlined in Article 11, 11.01 (b) (c) (d) (e) (f) (g).

As to Seasonal vs. Full-Time, when the number of full-time employees drops below 160, the required number of people will be moved from seasonal to full-time following probationary periods and earnings specified under 8.01 (b) 1.

1. PRODUCTIONWORKERS:

	Jan. 1/99	<u>July 1/99</u>
First sixty (60) working days (probationary period, student classification & seasonal)	\$9.50	\$9.50
Next thirty (30) working days	\$10.50	\$10.50
Next forty (40) working days	\$11,40	\$11.45
Full-time employees	\$15.40	\$15.45
RRSP	\$.25	\$.30
	<u>Jan. 1/00</u>	July:1/00
First sixty (60) working days (probationary period, student classification & seasonal)	Jan. 1/00 \$9.60	July 1/00 \$9.60
(probationary period, student		
(probationary period, student classification & seasonal)	\$9.60	\$9.60
(probationary period, student classification & seasonal) Next thirty (30) working days	\$9.60 \$10.60	\$9.60 \$10.70
(probationary period, student classification & seasonal) Next thirty (30) working days Next forty (40) working days	\$9.60 \$10.60 \$11.50	\$9.60 \$10.70 \$11.55

2. APPRENTICES:

First year: 75% of Tradesmen's raies
Second year: 80% of Tradesmen's rates
Third year: 85% of Tradesmen's rates
Fourth year: 90% of Tradesmen's rates

3. GROUP LEADERS:

Working Group Leaders will receive five (5%) percent over and above the hourly rate of Lead Hand and Maintenance.

4. Lead Hands & Maintenance:

Working Lead Hands and Maintenance will receive ten (10%) percent over and above the Production Workers' full rate.

5. FIRST AID CERTIFICATE HOLDERS: Employees appointed First Aider 1, except Group Leaders, Lead Hands and Maintenance, in 8.01-3 and 8.01-4, will be paid fifty (50) cents per hour over and above their regular rate PROVIDED they maintain a LEVEL ONE first aid certificate at all times.

6. TRADESMEN: Employees hired in accordance with Article 8.01 (a) 1, shall be paid six and one-hail (6.5%) percent over and above the Production

ARTICLE 9 WORKING CONDITIONS

Workers' full rate.

- **9.01** The Company agrees to provide adequate parking facilities in as close proximity as possible to the plant for all employees covered by this agreement and such parking facilities shall be kept clean and free of all construction materials and equipment which may damage an employee's vehicle. The Company agrees to provide reasonable assistance in starting employees cars when required.
- **9.02** The Company shall maintain at each building adequate heated lunch rooms for the employees which shall be kept in a clean and sanitary condition by the Company.
- 9.03 Each employee shall be entitled to a lunch period without pay, during his regular eight (8) hour shift. The length of Me time for the said lunch period shall be not less than thirty (30) minutes and no more than sixty (60) minutes as mutually agreed upon between the Company and the Union. Employees will be allowed live (5) minute8 to wash up, put away tools, and turn over defective tools to the lead men prior to the end of Me work day.

- **9.04** One fifteen (15) minute rest period in the first hail shift and one lifteen (15) minute rest period in the second hall shift, without loss of pay, shall be granted on each regular shift; times for said rest periods shall be mutually agreed upon by the Union and the Company.
- 9.05 Except in exceptional circumstances, the Company will notify employees twenty-four (24) hours in advance when overtime is required and all overtime shall be voluntary Overtime shall be first offered to and shall be equally distributed on a seniority basis among employees regularly doing the job. A qualified First Aider 1 shall be present when overtime is worked.
- **9.06** An employee who has completed his/her regular shift and has left the Company's premises and is then recalled to work extra time, shall receive a minimum of four (4) hours pay at the appropriate overtime pay. Such minimum four (4) hours shall also apply to Saturdays, Sundays, and Statutory holidays.
- **9.07** When non-scheduled overtime is worked in excess of two (2) hours beyond the normal shift, the employer shall provide a suitable meal for the employees to be consumed either at the end of the normal shift or not later than the second Overtime hour at the work station. Additional meals will be supplied at the end of each subsequent four (4) hour overtime period
- **9.08** Wages shall be paid every two (2) weeks, before quitting time, and not more than five (5) regular working days wages will be withheld. Pay will be distributed not later than live (5) minutes before the rest period in the second half shill and pay stubs or cheques will be folded and stapled or sealed in an envelope to ensure confidentiality. When an employee is laid off or dismissed, his/her record of employment

together with ail wages due shall be given to him/her not later than the day alter the day upon which he/she is laid off or dismissed. On payday the Company will have a Company official on the premises for minimum of one (1) hour after wages are distributed to make any adjustments necessary

9.09 The Company shall provide a tool list of the basic hand tools required to perform work as related to the employees particular assignment. The tools belonging to and supplied by an employee which are used on Company work shall be replaced with tools of equal value, by the Company if such tool(s) are worn out or broken through use in (he job. In the event that the Company will change over to the metric system of measure, the Company shall pay tho **full** cost of all tools required by each employee to performtheir work.

9.10

- (a) Employees working out of doors shall be provided with suitable climactic clothing where necessary. The Company will makerainboots available for the use of the employees whose job function required them to work outside of the workplace (Hangars). Furthermore, any employee required to work outside of the workplace (Hangars) for more than 1/2 hour shall be supplied with adequate climactic clothing ie. insulated winter boots. coveralis ana gloves. These boots and clothing will be placed in designated areas (and will remain the property of the Company) and when not in use be returned to these areas by the end of the work shift each day.
- (b) Coveralls or other protective clothing shall tie supplied, maintained and cleaned by the Company for the following jobs: mud, tape, painting, tarring,

insulation, lino, floor decking without lifter, maintenance, grouting, truss press, and forklift operators.

(c) Effective January 1, 2000, coveralls will be provided (2 used pair per year for use at work) upon request to any other employee once they have passed the probationary period (130 days), but the maintenance and cleaning is the employees responsibility and expense.

ARTICLE 10 STATUTORY HOLIDAYS AND VACATION PAY

10.01 The Company agrees to recognize the following Statutory holidays:

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
Family Day

New Year's Day
Good Friday
Victoria Day
Dominion Day
August Holiday

and/or any other Statutory holiday(s) declared by the Civic, Provincialand/or Federal Governments.

10.02 An employee shall be entitled to receive a full day's pay at his regular hourly rate of pay for a recognized, previously designated Statutory holiday on which he does not work providing the following conditions are met:

- An employee has completed at least twenty-five (25) working days, during the preceding twelve (12) months, and
- An employee must be at work for a full scheduled work period on the work day preceding the Statutory holiday and the full scheduled work day immediately succeeding the Statutory holiday.

A doctor's certificate certifying the employee was unable to work due to medical reasons will be accepted by the Company in lieu of the employee's presence or medica reason pertaining to his or her Immediate family

10.03 Notwithstanding the foregoing, an employee, who would otherwise be entitled to pay lor any Statutory holidays shall not be entitled to such pay if such Statutory holidays occur while he/she is on lay oft. leave of absence, or while in receipt of Worker's Compensation payments. However, the Company will pay a "back to work" bonus to all full-time employees that have worked

- One (1) day in December equivalent to one
 (1) day's pay il return to work prior to March 31.
- Six (6) days in December equivalent to two
 (2) day's pay
- Fifteen (15) days in December equivalent to three (3) day's pay

and return to work when recalled.

Absence due to medical reasons (doctor'scertification) pertaining to his or her immediate family will be considered as day worked.

The employee is not otherwise entitled to the "back to work" bonus il he or she is entitled to the regular statutory hollday pay lor these days (Christmas Day, Boxing Day and New Year's Day).

10.04 When any of the holidays described in 10.01 fall upon a Saturday and/or Sunday, it shall be observed on the following work are or days. However, by mutual agreement between the Company and the Union the above

mentioned holiday(s) falling upon a Saturday and/or Sunday may be observed on the days preceding the holiday(s). No work shall be performed on Labour Day.

(a) In the event that a Statutory Holiday described in 10.01 falls in the middle of the week, such Statutory Holiday may be moved either to the Monday preceding the Statutory Holiday or the Friday following the Statutory Holiday, providing the Company and Union mutually agree to change the day and a minimum of fifty-one (51%) percent of the employees at the regular monthly meeting in a vote conducted by the union.

10.05 Every employee shall be entitled to Vacation as follows:

- One (I) completed year to three (3) completed years – two (2) weeks vacation with pay. Vacation pay to be based on five (5%) percent of the gross earnings for the previous year.
- (a) Three (3) completed years to twelve (I 2) completed years three (3) weeks vacation with pay. Vacation pay to be based on six (6%) percent of the gross earnings for the previous year.
 - (b) Effective January 1, 2000 three (3) completed years to ten (10) completed years - 3 weeks vacation with pay. Vacation pay to be based on six and one-half (6.5%) percent of the gross earnings for the previous year.
- (a) After twelve (12) completed years four (4) weeks vacation with pay. Vacation pay to be based on eight (8%) percent of the gross earnings for the previous year.
 - (b) Effective January 1, 2000 ten (10) completed years to fifteen (15) years four (4) weeks

vacation with pay. Vacation pay to be based on eight and one-half (8.5%) perc ant of the gross at hir fc the etil 3 /

- Effective January 1, 2000 after fifte) corn.
 pleted years four (4) waeks vacation with pay.
 Vacation pay to be based on nine (9%) percent of the gross a lings for the previous year.
- The Company will, prior to the fifteenth (15th) of M h achy ar, disign ŀ tions ori d It such y ; and said vacation period shall be between June 20th, and August 20th of each year. It is understood and agreed that each employee will take his/her holidays during the calender year f his ntitle t, but the Company may require that an ee lit up his holidays so that no more than two (2) se racation is taller to ny one time. ati ti excess of 1 weeks may e scheduled ou the vacation period as previously specified.
 - ploy ∉ apridates a le a le tir outside the vacation period as previously spec ified shall indicate vacation time preference in writing to the Company no less than thirty (30) days prior to e vacation time desired. yt talenbət ∋∈ Oxtober Vaca tir 15th and I at, ∣ of such ot vacation time outside t)(K will be governed by seniority, or as mutually agreed upon. The maximum number of employees on tic 1, outside the vacation period will be no ty fix (25%) r cent ii n ti th one department. The Company will Id It loy in writing within five (5) working days of the request whether the request is approved or denied, if denied the re son therefore

- (b) An employee not taking his/her full vacation time during the June 20th and August 20th time described as per article 10.05 (5) shall be allowed that vacation time in the time allowed in article 10.05 (5) (a).
- 6. A statement of vacation pay shall be given annually to the employee up to fourteen (14) days prior to their vacation, stating percentages of earnings, amount and period of deduction. The calculation for vacation pay shall be computed at the applicable rate as of the end of the third (3rd) week in June.
 - (a) An employee may request in writing that the Company hold back a portion of the vacation pay Any such hold back will be paid out within twenty-four (24) hours when the employee requests the pay hold back; or when the employee takes the balance of the vacation time as per Article 10.05, (5) (a).
 - (b) A statement of the accumulated holiday pay will be shown on the employee's bi-weekly pay stub.

ARTICLE 11 LIFE AND HEALTH INSURANCE

- **11.01** The Company will provide at no cost to the employee a program for Health and Welfare coverage which shall include the following:
- (a) Alberta Health Care
- (b) Extended Health Benefits
- (c) Life Insurance \$30,000.00
- (d) Accidental Death and Dismemberment. \$30,000.00

- (e) Wage Indemnity
- (f) Dependent Life Insurance
- (g) Dental Plan:

100% of Basic (to a maximum of \$2,000.00 per person per year)

50% of Major (denture, crowns, bridges to a maximum of \$1,500.00 per person per year).

11.02 In the event an employee is absent due to sickness or injury, Life and Health coverage described in article 11.01 shall continue in force until the end of the month following the month in which the absence commenced with the exception of those on workers compensation benefits.

11.03 In the event of Leave of Absence or temporary layoff, Life and Health coverage described in article 11.01, with the exception of 11.01 (e), wage indemnity, shall continue in force until the end of the month during which the Leave of Absence or temporary lay-off commences.

ARTICLE 12 SAFETY AND HEALTH

12.01 The Company and Union agree that they mutually desire to maintain high standards of safety and health in the plant in order to prevent industrial injury and illness.

12.02 The Company will furnish hard hats and high quality safety glasses to all employees. In addition, safety gloves will be supplied where necessary. Any safety equipment specified by the Occupational Health and Safety Boardfor any job in the plant will be supplied by the Company and no deposit will be charged for the equipment. The Union will assist the Company in carrying out any reasonable accident prevention program.

- 12.03 The Company and the Union agree to name their respective safety and health committee(s) comprised of union employee(s) from each hanger and a number of Company representatives as the company designates. Members to be mutually accepted. The Committee's function will be to promote safety and industrial hygiene in the plant. it shall make monthly inspections of the plant and equipment and hold regular monthly meetings. The said meetings to be held during working hours without loss of pay to the employee(s).
- (a) A complete record of all items discussed shall be recorded in the minutes of the Safety and Health meeting and a copy of the minutes forwarded to the Local Union Office within five (5) days of the Safety and Health meeting.
- **12.04** The Shop Steward shall be notified immediately of each serious accident, unsafe conditions or injury. Upon requestof the Union, or the Company, the Safety Committee shall investigate and report as soon as possible on the nature and causes of any accident, unsafe conditions or injury.
- 12.05 An employee hurt in an industrial accident shall be paid for the time lost on the day he was injured at his regular daily earnings including applicable shift differential. in the event the employee is hurt during overtime work, he will receive overtime premium to the end of the scheduled period, including overtime premium for overtime the employee was asked to work.
- 12.06 The Company shall provide transportation with a qualified First Aid attendant and pay for the time spent by the employee(s) during their shift hours for medical treatment required as a result of an industrial accident or occupational disease which occurs during that regular shift.

12.07 It is not the intent of the above provisions to make the Company responsible for the payment for such time and transportation which is compensated foi by the Workers' Compensation Board.

12.08 In the event of the employee(s) sustaining injuries at work, or becoming affected by Occupational Disease during the course of their employment and becoming physically handicapped as a result thereof, the Company will provide employment for the handicapped worker where possible.

ARTICLE 13 GRIEVANCE PROCEDURE

13.01 All differences between the Company and the Union concerning interpretation, application, operation or an alleged violation of this agreement, shall be settled without stoppage of work or lockout. In the event of any dispute arising out of this agreement between the Company and an employee or the employees, the following procedure shall be followed

- 1. The employee shall within three (3) working days of the alleged violation submit his/her complaint to his/her immediate supervisor, with the assistance of a Shop Steward or Union Representative as he/she sees fit, and the parties shall endeavour to settle the difference.
- 2. If the dispute is not settled within three (3) working days, (excluding Saturdays, Sundays and Statutory holidays) after having been referred under Part 1, the complaint will be referred to the Production Manager or the equivalent and the Shop Steward, in writing, and they shall endeavour to settle the difference.
- **3.** if the difference is not settled within three (3) working days (excluding Saturdays, Sundays and Statutory holidays) after having been

refe if under Part 2, he complaint shall be refe id to the Complete, Mongaine trand the Union Representative and they shall endeavour to title the diff

- 5. In the event that either party to the risk is to € the risk in the tire stip. It is in any of the party shall be deemed to have conceded the dispute to the other party.
- 6. The majority decision of the Board of an attisshall be final and binding on both parties subject to the provisions of the Alberta Labour Relations (cd). In B I of Arbit it shall the ested with the powers to change I d to, or amend any terms of this agreement.
- Mutually agreed to real oil least it is made to allotted times 1 6 above by either party to be in writing

ARTICLE 14 UNION-MANAGEMENT COMMITTEE

- **14.01** The parties hereto recognize that occasions may arise during the term of this agreement when further discussions between the representatives of the parties may be helpful in promoting general plant conditions and better Union-Management relations.
- **14.02** It is accordingly agreed that there will be forthwith constituted a Union-Management Committee.

The Committee shall consist of six (6) members; three (3) chosen by the Company and three (3) chosen by the Union, with each party having the power to appoint aforesaid substitute or substitutes to act on the Committee. Management and Union shall advise each other of the topics to be discussed one week prior to the date of each meeting. A chairman shall be appointed each meeting by mutual agreement.

14.03 The Union-Management Committee shall meet at least once every month, preferably on the Monday before the second Tuesday of the month commencing with the month after the signing of this agreement for the purpose of reviewing any or all of the aforesaid matters. It is expressly understood and agreed that the said Committee has no power or authority by unanimous decision made by it or to make any variation, alteration or addition to the terms of this agreement. The sole right of this Committee is limited to making their recommendations to the parties hereto lor their consideration. Any disagreement by the Committee Representatives shall not be subject to the Grievance Procedure, as provided for in this Agreement.

ARTICLE 15 DISCHARGE PROCEDURE

15.01 The company shall not discharge and/or terminate an employee(s) unless two written warnings have been issued for the same reason within the last four (4) month period, unless the circumstances justify immediate suspension or discharge. The Shop Steward will be notified as soon as possible after their termination (not later than the end of the following shift). In the event of a claim that an employee has been suspended or discharged unjustly, or unreasonably, the grievance shall be filed within three (3) working days. Warnings shall be

given in writing in the presence of a Shop Steward designated for the area for which the concerned employee is working. The Company and Union agree that penalties shall not be imposed unreasonably or unjustly. Warning slips older than four (4) months after issue shall not be considered.

15.02 if it is determined or agreed at any step in the grievance procedure or decided by a Board of Arbitration that an employee has been discharged unjustly, the Company shall put him/her back on the job with no loss of seniority and shall pay the employee the amount he/she would have earned had he/she been working, or by any other arrangement as to compensate which is just and equitable in the opinion of the Board of Arbitration if the matter is referred to such a Board.

ARTICLE 16 SENIORITY

16.01 The parties recognize that job opportunity and security should increase in proportion to the length of service. it is, therefore, agreed that in **all** cases of vacancy, promotion, transfer, lay-off, or termination, senior employees shall be entitled to preference Requested transfers shall be acknowledged in writing to immediate Job Steward within five (5) working days of the request.

(a) In the event of Hangar #5 being the only area of production the following shall apply:

The Lead Hand or Group Leader for each area involved in Hangar #5 production, along with their most senior employee in said area shall be allowed to work. Any mora people required shall come from the top of the seniority list.

16.02 In recognition, however, of the responsibility of the Company for the efficient operation of the plant, it is

understood and agreed that in all cases of job transfer the Company shall have the right to pass over any employee if it is established that he/she does not have the ability or the physical fitness to perform the work after a reasonable trial period of five (5) working days. The five (5) day trial period may be terminated at any time, if the employee does not show a willingness and desire to do the job and steady improvement over the trial period.

- **16.03** Seniority of each employee covered by this agreement shall be established after a period of thirty (30) calendar days and shall count from date of employment. Seniority shall be maintained and accumulated during:
- 1. Absence due to lay-off.
- 2. Sickness or accident.
- 3. Authorized leave of absence.
- 4. Absence from employment while serving in Canada's Armed Forces in time of war.
- **16.04** An employee shall lose his/her seniority standing and his/her name shall be removed from all seniority lists for any of the following reasons:
- 1. If the employee voluntarily quits.
- 2. If the employee is discharged for proper cause and is not reinstated in accordance with the provisions of this agreement.
- If the employee is laid-off and fails to return to work within five (5) working days after he/she has been notified to do so by the Company by registered mail to his/her last known address.
- 4. Is on lay-off for lack of work for a period of more than twelve (12) consecutive months.
- **16.05** The Company shall maintain a seniority list for the plant. A copy of such list shall be posted on the

bulletin board for employees inspection and a copy of said list including rate of pay of each employee shall be submitted to the Union. These lists shall be kept up ta date on a monthly basis.

16.06 JOB POSTINGS:

Ail vacancies for positions for more than one (1) month duration and newly created positions shall be posted for live (5) days on the bulletin board supplied for Union purposes.

The notice shall contain the following information: nature and location of the position, knowledge and qualifications required by the job, classification and wage rate, date of commencement of job. An employee desiring the position must make application to the company within five (5) days. The senior employee applying for the position shall be given the appointment provided:

- 1. The employee has the ability to perform the work.
- In cases where a senior employee(s) is passed over said employee(s) shall be notified as to the reasons why in writing.

interviews and **postings** of **results** shall occur as soon as possible after the closing date.

- 16.07 Any employees substituting in any department on any job during the temporary absence of another employee(s) he/she shall receive the hourly rate for that job or his/her regular hourly rate whichever is greater
- 16.08 in the event of a lay-off due to lack of work, the employee affected shall be given notice as per the Labour Standards Act. The Union Stewards shall be given adequate notice of pending lay-off not less than 3 days, where possible.
- (a) in the event of a partial-lay-off a Group Leader, Lead Hand or Maintenance employee, may be

retained without regard to seniority providing work being performed is within their respective departments.

16.09 It is understood that an employee shall be exempt from Article 18, Article 19, and Article 20 until such time as the employee completes the probationary period and seniority is established.

ARTICLE 17 LEAVE OF ABSENCE

17.01 An employee will be allowed up to thirty (30) days leave without pay lor personal reasons i l

- 1. He requests it from the company in writing.
- 2. Leave is lor a good reason and does not interfere with operations except in cases of emergency situations when leave shall be granted regardless. A leave of absence will be extended an additional thirty (30) day period if there is a good reason: and the company and union mutually agree. The employee must first request the extension in writing to the union before his/her thirty (30) day leave is up. After union approval, it must be sub. mined to the Company for approval. Neither the union or the Company will unreasonably withhold their approval.
- 3. In case of proven sickness or injury, an employee shall be entitled without loss of seniority, to an unpaid leave of absence to continue during the period of such sickness or injury not to exceed one (1) year. Termination of employment will m u r if the one year is exceeded or after eighteen (18) months if the injury is job related.
- **4.** The Company shall grant employees who are pregnant leave of absence without pay, providing

the application therefore is accompanied by a doctors' certificate stating the approximate date of birth, and recommended length of leave.

17.02 An employee who has been elected or appointed by the union to attend Union Conventions or Conferences shall be granted a leave of absence without pay for this purpose. The union will inform the company at least one week in advance of the names of the delegates. The Company shall grant an employee a leave of absence of not more than two years to work in an official capacity for the Localor International Union. The employee must request the leave of absence in writing and the company and the union must approve it. This leave may be extended for additional periods. Such leaves must be requested at least one month in advance of starting date in writing.

17.03 Any leave of absence will be requested in writing and no such leave will affect any employee's seniority when used for the purpose granted.

17.04 The Company will advise the employee in writing within five (5) working days whether the application for leave of absence is approved or denied, and if denied, the reason(s) therefore. All leaves requested or granted as per 17.03 and 17.04 shall stipulate the effective date.

ARTICLE 18 BEREAVEMENT PAY

18.01 An employee who is absent from work as a result of the death of a member of his/her immediate family, (child, step-child, father, mother, stepparents, father-in-law, mother-in-law, spouse, sister, brother, grandparents, grandchildren, sister- in-law, brother-in-

law, sister-in-law and brother-in-law of spouse, spouse's grandparents) shall receive pay lor the time lost from his/her regular work week not to exceed three (3) consecutive working days of eight (8) hours each at his/her regular hourly rate of pay Bereavement pay shall be paid for regular worked days only. An employee shall be granted up to three (3) days additional time-off without pay for the circumstances related to the death if an employee requests it.

ARTICLE 19 PAY FOR JURY SERVICES, CORONERS INQUEST AND COURT WITNESS

19.01 The Company shall pay the employee who is required lor Jury Service, for each day of service, the difference between his average straight time hourly rate for the number of hours he normally works on his shift, and the payment he received lor Jury Service, Coroner's Inquest Duty or as a Court Witness. The employee will present proof of services and the amount of pay received.

ARTICLE 20 SEVERANCE ALLOWANCES

20.01 Should the Company relocate the plant, present employees **will** be first hired to **fill** positions at the new location. If the number of positions at the new location are less than the present, employees with the most seniority will fill the available positions. It is understood the company **will** not be responsible for any moving expenses for employees.

 (a) It is understood by both the Company and the Union that if the Company relocates the plant outside the boundaries of Local 2010, that any severance allowances for employees will be in accordance with Alberta Labour Standards.

ARTICLE 21 UNION LABEL SECTION

21.01 It is hereby understood and agreed by the Employer and the Union that an application shall be made for the Union Label from the First General Vice President of the United Brotherhood of Carpenters and Joiners of America. If the application is approved, and the Union Label is issued by the United Brotherhood of Carpenters and Joiners of America to be placed on the Employer's product, it is understood and agreed that the Label shall remain the properly of the United Brotherhood of Carpenters and Joiners of America, and shall be at all times in the possession of a member of the United Brotherhood of Carpenters and Joiners of America; and that said Union Label shall at no time be used in any manner that will be detrimental to the interest and welfare of the members of the United Brotherhood. Use of said Label may be withdrawn from the mill, shop, factory, or manufacturing establishment of the Employer at any time at the discretion of the International Union.

ARTICLE 22 PENSION

22.01 The Company shall provide at no cost to lull time employees, a pension in the form of an R.R.S.P. equal to the amount as indicated in (8.01 (b) 1) -

LETTER OF UNDERSTANDING

ARTICLE 16

SENIORITY

R E AREA OF WORK

Triple E Homes (1996)Ltd.and Triple M Homes Ltd. as of September 1999 retains the right to manage the work force and move employees lo accomplish crosstraining and the varied work load.

However, an employee who is moved may request, in writing, to return to their former job assignment and this employee's seniority would be given preference over another employee with less seniority.

LETTER OF UNDERSTANDING

ARTICLE 17

LEAVE OF ABSENCE

RE: PATERNITY LEAVE

Any employee requiring a leave of absence lor paternity leave should submit a request in writing to the Production Manager. This leave would be without pay and to a maximum of eight weeks. Both parties agree that such requests shall be granted unless there are conditions which would make the request difficult to accommodate. Employees requesting this type of leave of absence should be aware that the Company needs sufficient notice to replace or train people to perform Jobfunctions on an interim basis.



Dated at the city Of Lethbridge in the province of Alberta this 15th Day of March 1999.

FOR THE COMPANY

Triple E Homes (1996) Ltd. and Triple M Homes Ltd. as of September 1999. Hangar #1 – Airport PO. Box 2140 Lethbridge, Alberta T1J 4K6

T1J 4K6
FOR THE UNION
Alberta and Northwest Territories (District of MacKenzie) Regional Council of Carpenters and Allied Workers - Local 2010 301 - 10th Street N.W. Calgary, Alberta
T2N 1V5

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Group Benefit Plan

TRIPLE E HOMES (1996) LTD.

Division 002 Hourly Employees

Benefit Summary

ımary must be read together with the benefits described in this booklet.

Employee Life

\$30,000, reducing insurance

by 50% at age 65

Dependent Life Insurance

Spouse \$5,000 \$2,500 Child

Short Term Disability income Benefits

Waiting period

Injury No waiting period Disease Seven days Maximum benefit period 17 weeks 66 2/3% of your Amount

weekly earnings to a maximum benefit of \$500

Healthcare

Deductibles

Individual \$15 each calendar

year

Family \$30 each calendar

year

Note: The above deductibles are combined

with the Dentalcare deductibles

The individual and family deductibles do not

apply to chronic care expenses

Reimbursement Level 100%

Basic Expense Maximums

Hospital Semi-private room Nursing \$10,000 in any 12 month period \$25 per day Chronic Care

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In-Canada Prescription

Drugs

Included

Smoking Cessation Products

Products \$500 life 3
Hearing Aids \$300 every 5 years

Custom-fitted

Orthopedic Shoes \$300 every 12

months

Myoelectric Arms \$10,000 per prosthesis

External Breast

Prosthesis 1 every 12 months Surgical Brassieres 2 every 12 months

Mechanical or Hydraulic Patient Lifters

(excludingelectric

stairlifts) \$2,000 per lifter

every 5 years

Outdoor Wheelchair

Ramps

\$2,000 lifetime

Blood-glucose

Monitoring Machines

1 every 4 years

Transcutaneous Nerve Stimulators

Sumulators

\$700 lifetime

Extremity Pumps for

Lymphedema

\$1,500 lifetime

Custom-made

Compression Hose

4 pairs each

calendar year

Wigs for Cancer

Patients \$200 lifetime Cardiac Program \$300 for the f

\$300 for the first 6 months per program

Paramedical Expense Maximums

Chiropractors \$200 each

calendar year

Physiotherapists \$750 each

calendar year

Podiatrists \$200 each

calendar year

Naturopaths \$200 each

calendar year

Osteopaths \$200 each calendar year

Psychologists/ Social Workers

ocial Workers \$250 each

calendar year

Spee Therapists

\$200 each calendar year

Lifetime Healthcare

Maximum

Unlimited

Dentalcare

Payment Basis The Alberta Dental

Association Fee Guide in effect on the date the expense is incurred

Deductibles

Individual \$15 each calendar

year

Family \$30 each calendar

year

Note: The above deductibles are combined

with the Healthcare deductibles

Reimbursement Levels

Routine Treatment Major Treatment 100% 50%

Plan Maximums

Routine Treatment

\$2,000 per person each calendar year

Major Treatment

\$1,500 each calendar year (reduced to \$750 in the first year if coverage begins after July 1st)

Benefit Details

This booklet describes the 'Inclpal features of the group benefit plan sponsored by your employer, but Group Policy No. 139201 issued by Great-West Life is the governing document. if there are variations between the information in the booklet and the provisions of the policy, the policy will prevail. Contact your employer if you require any additional Information.

COMMENCEMENT AND TERMINATION OF COVERAGE

You a ligible **to** participate in the plan after 90 days *of* employment.

 You and your dependents will be covered as soon as you become eligible.

You may waive coverage if you are covered under your spouse's plan. If your coverage under your spouse's plan terminates, you must apply for coverage under this plan no later than 31 days after termination. After 31 days, you must provide evidence of insurability for you and your dependents before you can participate. Dentalcare may be limited to some restrictions.

 You must be actively at work when coverage takes effect, otherwise the coverage will not be effective until you return to work.

Increases in your benefits while you are covered by this plan will not become effective unless you are actively at work.

 Temporary, seasonal and part-time employees who work less than 20 hours per week may not join the plan.

Your coverage terminates when your employment ends, you are no longer eligible, or the policy terminates, whichever is earliest.

 Your dependents' coverage terminates when your insurance terminates or your dependent no longer qualifies, whichever is earlier. When your coverage terminates, you may be entitled to an extension of benefits under the plan. Your employer will provide you with details.

DEPENDENTCOVERAGE

Dependent means:

Your spouse, legal or common-law.

A common-law spouse is a person of the opposite sex who has lived with you as your husband or wife for at least 24 months.

 Your unmarried children under age 21, or under age 25 if they are full-time students.

Children under 15 days are not covered for dependent life insurance.

Children under age 21 are not covered if they are working more than 30 hours a week, unless they are full-time students.

Children who are incapable of supporting themselves because of physical or mental disorder are covered without age limit if the disorder begins before they turn 21, or while they are students under 25, and the disorder has been continuous since that time.

EMPLOYEE LIFE INSURANCE

You may name a beneficiary for your life insural and change that beneficiary at any time by completing a form available from your employer. On your death, your employer will explain the claim requirements to your beneficiary. Great-West Life will pay your life insurance benefits to your beneficiary.

- Your life insurance terminates when you reach age 70.
- If you are under age 65 and have been disabled for 6 months or more, you may be entitled to have your life insurance continued without premium payment until you reach age 65. You are considered disabled if injury or disease prevents you from being gainfully employed in any job. Great-West Life will determine your qualification for waiver of premium benefits. If you believe you may be eligible, contact your employer for claim forms. You must apply for waiver of premium benefits within 12 months of becoming eligible.
- If any or all of your insurance terminates, you may be eligible to apply for an individual conversion policy without providing proof of your insurability. You must apply and pay the first premium no later than 31 days after your group insurance terminates. See your employer for details.

DEPENDENT LIFE INSURANCE

If one of your dependents dies, Great-West Life will pay you the dependent lik insurance benefit. Your employer will explain the claim requirements.

- If you are disabled and the premiums for your employee life insurance are waived, your dependent life insurance will also continue without premium payment until your own coverage terminates or your dependents no longer qualify.
- If your spouse's insurance terminates, he or she may be eligible to apply for an individual conversion policy without providing proof of insurability. Your spouse must apply and pay the first premium no later than 31 days alter the group insurance terminates. See your employer for details.

SHORT TERM DISABILITY (STD) INCOME BENEFITS

The plan provides you with regular income to replace income lost because of a disability due to disease or injury. Benefits begin alter the waiting period is over and continue until you are no longer disabled or until the end of the benefit period, whichever comes first. Check the Benefit Summary for the benefit amount, waiting period and benefit period.

 STD benefits are payable after the waiting period if disease or injury prevents you from performing the production-worker job. You are not considered disabled if you can perform a combination of duties that regularly took at least 60% of your time to complete.

- If you have not seen a physician before the end of the waiting period,
 be 'its will not be payable until after your first visit to the physician.
- Separate periods of disability arising from the same disease or injury are considered to be one period of disability unless they are separated by at least 2 weeks of continuous full-time work.
- Because your employer contributes to the cost of STD coverage, benefits are taxable.

Other Income

Your STD benefit *is* reduced by other income you are entitled to receive while you are disabled. Other income includes:

- disability benefits you are entitled to on your own behalf under the Canada or Quebec Pension Plan, excluding increases in benefits due to a cost-of-living adjustment
- benefits under any Workers' Compensation Act or similar law
- benefits under a legislated automobile insurance pian where permitted by law

Earnings received from an approved rehabilitation plan are not used to reduce your STD benefit unless those earnings, together with your income from this plan and the other income listed above, would exceed your weekly earnings before you became disabled. If it does, your benefit is reduced by the excess amount.

Vocational Rehabilitation Benefits

Vocational rehabilitation involves part-time work with your employer that is into ad to help you return to your job or other gainful employment with your employer on a full-time basis. A plan will be approved if it is appropriate for the expected duration of your disability and it facilitates your earliest possible return to work.

Limitations

No benefits are paid for:

 Any period in which you do not participate or cooperate in a prescribed plan of medical treatment appropriate for your condition.

Depending on the severity of the condition, you may be required to **be** under the care of a specialist.

If substance abuse contributes to your disability, the treatment program must include participation in a recognized substance withdrawal program.

- The scheduled duration of a lay-off unless you become disabled
 - before notice of lay-off is given, or
 - more than 2 months before the lay-off is scheduled to start, whether or not notice of lay-off has been given.
- The scheduled duration of a leave of absence.

This does not apply for any portion of a period of maternity leave during which you are disabled due to pregnancy.

- Any period of employment, except in an approved rehabilitation plan.
- An, period after you fail to participate or cooperate in an approved rehabilitation plan.
- Disability due to or associated with cosmetic treatment.
- Any period of confinement in a prison or similar institution.
- Disability arising from war, insurrection or voluntary participation in a riot.

How to Make a Claim

Notify your employer of your disability as soon as possible. Obtain an Employee Claim Submission Guide (form M5454) from your employer and follow the guide's instructions. Please ensure that your claim is submitted to Great-West Life within 10 days after the onset of your disability.

HEALTHCARE

A deductible may be applied before you are reimbursed. All expenses will be reimbursed at the level shown in the **Benefit Summary.** Benefits may be subject to plan maximums and frequency limits. Check the **Benefit Summary** for this information.

The plan covers the following services and supplies if they are not covered under your provincial government plan and provincial law permits the plan to cover them. All covered services and supplies **must** represent reasonable treatment. Treatment is considered

reasonable if it is accepted by the Canadian medical profession, it is proven to be effective and it is of a form intensity, frequency and duration essential to diagnosis or management of the disease or injury.

Covered Expenses

- Ambulance transportation to the nearest centre where adequate treatment is available
- Semi-private room and board in a hospital in Canada

For out-of-province accommodation, any difference between the hospital's standard ward rate and the government authorized allowance in your home province is covered.

Great-West Life also covers the hospital facility fee related to dental surgery and any out-of-province hospital out-patient charges not covered by the government health plan in your home province.

- Convalescent care for a condition that will significantly improve as a result of the care and follows a 3-day confinement for acute care
- The plan covers the government authorized co-payment for accommodation in a nursing home
- Services of a registered nurse, licensed practical nurse or registered nursing assistant who is not a member of your family, but only if the patient requires the specific skills of a trained nurse

You should apply for a pre-care assessment before home nursing brains

- Chronic care, provided in a hospital, nursing home or for home nursing care, for a condition where improvement or deterioration is unlikely within the next 12 months
- Drugs and medicines which require the written prescription of a physician or dentist and are dispensed by a licensed pharmacist, and certain drugs listed in the current Compendium of Pharmaceuticals and Specialties when prescribed by your doctor for the treatment of injury or illness, injectable drugs and syringes for self-administered injections, when provided in Canada. Benefits for drug expenses outside Canada are payable only as provided under the out-of-country emergency care provision.

For drugs eligible under a provincial drug plan, coverage is limited to the deductible amount and coinsurance you are required to pay under that plan.

- Rental or, at Great-West Life's discretion, purchase of certain medical supplies, appliances and prosthetic devices prescribed by a doctor
- Custom-made foot orthotics and custom fitted orthopedic shoes, including modifications to orthopedic footwear

 Hearing aids including batteries, tubing and ear molds provided at the time of purchase

- Diabetic supplies including insulin, syringes, Novolin pens, testing supplies and insulin infusion sets
- Blood-glucose monitoring machines
- Diagnostic xrays and lab tests
- Treatment of injury to sound natural teeth. Treatment must start within 60 days after the accident unless delayed by a medical condition

A sound tooth is any tooth that did not require restorative treatment immediately before the accident. A natural tooth is any tooth that has not been artificially replaced

No benefits are paid for:

- accidental damage to dentures
- dental treatment completed more than 12 months after the accident
- orthodontic diagnostic services or treatment
- Out-of-hospital treatment of muscle and bone disorders, including diagnostic xrays, by a licensed chiropractor
- Out-of-hospital treatment of movement disorders by a licensed physiotherapist
- Out-of-hospital treatment of foot disorders, including diagnostic xrays by a licensed podiatrist

- Out-of-hospital treatment by a registered psychologist or qualified s
 I worker
- Out-of-hospital treatment of speech impairments by a qualified speech therapist
- Out-of-hospital services of a licensed osteopath, including diagnostic x-rays
- Out-of-hospital services of a qualified naturopath
- Treatment under a cardiac rehabilitation program approved by the American Heart Association during the 6-month period after a heart attack, coronary bypass surgery or valve replacement

Out-Of-Country Emergency Care

Medical expenses incurred outside your home province are covered when you or your dependent is outside Canada for vacation, business or education purposes and the expenses arise as a result of a medical emergency.

- The plan covers the following services and supplies related to the initial medical treatment:
 - treatment by a physician
 - diagnostic xray and laboratory services
 - hospital accommodation in a standard or semi-private ward or intensive care unit, if the confinement begins while you or your dependent is covered

- medical supplies provided during a covered hospital confinement
- paramedical services uvided during a covered hospital confinement
- hospital out-patient services and supplies
- medical supplies provided out-of-hospital if they would have been covered in Canada
- drugs
- out-of-hospital services of a professional nurse
- ambulance services by a licensed ambulance company to the nearest centre where essential treatment is available
- dental accident treatment if it would have been covered in Canada

If you are being treated outside Canada and your medical condition permits you to return to Canada, benefits will be limited to the amount payable under this plan for continued treatment outside Canada or the amount payable under this plan for comparable treatment in Canada, plus return transportation, whichever is less.

Limitations

No benefits are paid for:

- Expenses private insurers are not permitted to cover by law
- Services and supplies the person is entitled to without charge by law or for which a charge is made only because the person has insurance coverage
- Services and supplies that do not represent reasonable treatment
- Services and supplies associated with:
 - treatment performed only for cosmetic purposes
 - recreation or sports rather than with other daily living activities
 - the diagnosis or treatment of infertility
 - contraception, other than oral contraceptives
- Services or supplies not listed as covered expenses
- Extra medical supplies that are spares or alternates
- Services or supplies received outside Canada except as listed under Out-of-Country Emergency Care
- Services or supplies received out-of-province in Canada unless the person is covered by the government health plan in their home province and Great-West Life would have paid benefits for the same services or supplies if they had been received in the person's home province

- Expenses arising from war, insurrection, or voluntary participation in a riot
- Residences established primarily for senior citizens or which provide personal rather than medical care
- Any drug or item which does not have a drug identification number as defined by the Food and Drugs Act, Canada
- Proprietary or patent medicines registered under the Food and Drugs Act, Canada
- Homeopathic preparations, unless federal or provincial legislation requires a prescription for their sale

How to Make a Claim

- Out-of-province claims (other than those for Global Medical Assistance expenses) should be submitted to your employer as soon as possible upon incurring the expanse. It is very important that you send your claims to your employer immediately as your Provincial Medical Plan has very strict time limitations.
- Obtain form M635 from your employer.
 Complete this form, making sure it shows all required information. Attach all original receipts and forward it to your employer (be sure to retain a copy for your own records).

Great-West Life will then send you an Out-of-Country Statement of Claim and Government Assignment forms. Could let these forms and return them to your employer. We will pay all eligible claims including your Provincial Medical Plan portion. Great-West Life will then be reimbursed directly from your Provincial Medical Plan for their share of the expenses.

Out-of-Country claims must be submitted within a certain time period which varies with each province. Please contact our Out-of-Country Claims unit for the time restriction for submitting claims in your province.

If you have any questions or if assistance is required to complete any of the forms, please contact our Out-of-Country Claims Unit at 1-800-957-9777.

 For all other Healthcare claims, obtain form M635 from your employer. Complete this form making sure it shows all required information.

Attach your receipts to the claim form and return it to your employer as soon as possible, but no later than 15 months after you incur the expense.

DENTALCARE

A deductible may be applied before you are reimbursed. All expenses will reimbursed at the level shown in the **Benefit Summary.** Benefits may be subject to plan maximums and frequency limits. Check the **Benefit Summary** for this information.

The plan covers reasonable and customary charges to the extent they do not exceed the dental fee guide level shown in the **Benefit Summary.**

Treatment Pian

 Before you begin any course of dental treatment expected to cost more than \$200, ask your dentist to complete a treatment plan and submit it to Great-West Life. Great-West Life will calculate the benefits payable for the proposed treatment, so you know in advance the portion of the cost you will have to pay. The calculation is valid for 90 days.

Routine Treatment

- The following preventative services, up to twice a year but not more than once every 5 months
 - oral examinations
 - polishing of teeth
 - bite-wing x-rays
 - fluoride application
- Scaling of teeth
- Full mouth series of x-rays once every 24 months

- e Extractions
- e F gs
- Dental surgery, including related diagnostic x-rays, lab procedures, and anaesthesia
- e Endodontics
- e Periodontics
- e Space maintainers
- e Habit-breaking appliances
- e Stainless steel crowns
- e Relines, rebases and repairs to existing dentures
- e Pit and fissure sealants

Major Treatment

- Crowns
- Dentures or bridgework. Certain restrictions apply. Initial appliances are covered only when they are required because of the extraction of one or more natural teeth after the person's coverage became effective. Replacement appliances are covered only when:
 - they are required because of the extraction of one or more natural teeth after the person's coverage became effective and the existing bridgework or dentures cannot be made serviceable. If they can, only the expense for the portion of the appliance that replaces the extracted teeth is covered.

- the existing appliance is at least 5 years old and cannot be made serviceable
- a permanent appliance is required to replace a temporary installation made after the person's coverage became effective
- the replacement is required as a result of an initial placement of an opposing denture while covered
- the replacement is required as the result of an accidental injury while covered
- Repairs and adjustments to bridgework
- Treatment involving gold if there is no substitute available

Limitations

No benefits are paid for:

- Cosmetic treatment, experimental treatment, dietary planning, oral hygiene instructions, plaque control, congenital or developmental malformation
- Lost or stolen dentures
- Charges for treatment involving gold in excess of the charges for a reasonable substitute
- Charges for broken appointments or completion of claim forms

- Full mouth reconstruction, vertical dimension correction, or correction of te oromandibular joint dysfunction
- Orthodontic treatment

How to Make a Claim

Obtain form M445 from your employer. Have your dentist complete the form and return it to your employer as soon as possible, but no later than 15 months after the dental treatment.

COORDINATION OF BENEFITS

- Benefits for you or a dependent will be directly reduced by any amount payable under a government plan. If you or a dependent are entitled to benefits for the same expenses under another group plan or as both an employee and dependent under this plan or as a dependent of both parents under this plan, benefits will be co-ordinated so that the total benefits from all plans will not exceed expenses.
- You and your spouse should first submit your own claims through your own group plan. Claims for dependent children should be submitted to the plan of the parent who has the earlier birth date in the calendar year (the year of birth is not considered). If you are separated or divorced, the plan which will pay benefits for your children will be determined in the following order:

- 1. the plan of the parent with custody of the child;
- 2. the plan of the spous of the parent with custody of the child;
- 3. the plan of the parent without custody of the child;
- 4. the plan of the spouse of the parent without custody of the child

You may submit a claim to the plan of the other spouse for any amount which is not paid by the first plan.

This Booklet Contains Important Information And Should Be Kept In A Safe Place Known To You And Your Family

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