

COLLECTIVE AGREEMENT

between

TRIPLE M HOUSING Ltd.

AND

ALBERTA AND NORTHWEST

TERRITORIES

(DISTRICT OF MACKENZIE)

REGIONAL COUNCIL

OF

CARPENTERS AND ALLIED WORKERS

LOCAL

2010



January 1, 2003 - December 31, 2005

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COLLECTIVE AGREEMENT

Effective

January 1, 2003 - December 31, 2005

Between

TRIPLE M HOUSING LTD.

A body corporate having its head office at the
City of Lethbridge, in the Province of Alberta

(hereinafter referred 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 rates, 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 endeavor 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 their duties arising from this agreement. Shop Stewards, after obtaining permission from their Supervisor, shall be permitted to leave their work for a reasonable time

without loss of pay in order to carry out their duties. Such permission will not be unreasonably withheld by the Company.

The Company and Union agree that a ratio of one (1) Shop 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 Steward(s) shall not be discriminated against. The Union shall give notice to the Company in writing of the names of the Shop Steward(s) 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 perform the work available.
- (b) If five (5) or more employees are working, a Shop Steward shall be retained if willing and able to do the work. 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 the 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 and transferred employees to the Shop Steward of the assigned work area before commencing work. The Company will provide the training room for new

employees to receive a fifteen (15) minute orientation on the union and a Steward will sign up all new members inclusive in 4.01 and 5.01. The orientation will be conducted once per week and include all new employees hired since the last orientation. 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 who 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 and send a copy to Union office.

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 the employee's 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. All 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 classification 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.

4.03 The company shall allow employees to attend regularly scheduled Union Meetings (2nd Tuesday of the Month at 4:00 PM). Any changes to this meeting schedule shall be reviewed by the Company and Union. A minimum of one months notice shall be given for any changes to take effect. No overtime will be worked on regular or special called meeting nights. The Company shall be given a minimum 3 days notice for any special called meetings.

ARTICLE 5 DEDUCTION OF DUES

5.01

- (a) The Company agrees during the effective period of this agreement, to honor an authorization in writing by an employee for the deduction and remittance to the office of the Union, initiation fees, work permit fees, assessments and regular monthly Union dues. The Company will mail to the Union such deductions no 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. Dues and Initiation fees are to be paid on the first pay cheque.

- (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. Work permits will go from Purchasing to Payroll when required.

ARTICLE 6 HOURS OF WORK AND OVERTIME

6.01 The regular work week shall consist of 2 shifts. The first shift (Shift A) shall work Monday to Friday, inclusive; of eight (8) hours each exclusive of lunch period as defined in sub-paragraph 9.03 and the regular work day shall be performed between the hours of 7:00 a.m. and 5:00 p.m. The second shift (Shift B) shall work Sunday to Thursday, inclusive, of eight (8) hours each exclusive of lunch period as defined in sub-paragraph 9.03 and the regular work day shall be performed between the hours of 2:00 p.m. and 12:00 midnight. 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 shall be paid for at one and one half times the regular hourly rate to a maximum of four (4) hours, all other overtime beyond four (4) hours

shall be paid at double the regular rate.

- (b)** The first four (4) hours worked on a Saturday shall be paid for at one and one half (1.5) times the regular hourly rate. All other work performed on a scheduled day off shall be paid at double (2) 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 (.65) per hour over the employee's established rate. Employees will be assigned to shift work by reverse seniority unless an employee volunteers to join the second or third shift and is able to do the work.

ARTICLE 7 DURATION OF THE AGREEMENT

7.01 This Agreement shall be in effect from January 1, **2003** until December 31, **2005** and shall be automatically renewed for 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 their specific trade is classified as a tradesman. All new employees who are hired as tradesman or who subsequently are promoted to tradesman classification shall 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, they 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, maintenance, 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 yard, plant, windows, homes, sweeping floors, removal of snow and garbage and all other material handling and janitors. Excluded would be plant windows, emergency snow removal and external garbage removal.

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. Supervisory training shall be at straight time. The training for the First Aid requirements is to be completed by the employee outside the normal work hours and at no expense to the Company for wages.
5. Lead Hand: Employees fully experienced and capable of performing all classes of work for 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. Supervisory training shall be at

straight time. The training for the First Aid 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-Time: The top 165 workers on the seniority list at the time of signing this contract shall be considered 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 they will not be reduced to seasonal.

Seasonal: Any employee who is employed by the Company in excess of one hundred and sixty five (165) full-time workers shall be classified as a seasonal employee. This classification of employee is ineligible for 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 165, 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:

	01/2003	01/2004	01/2005
PRODUCTIONWORKERS:			
First Sixty employee (60) working days (probationary period, student classification and seasonal)	\$10.87	\$11.30	\$11.87
Next thirty (30) employee working days (seasonal and full time)	\$12.13	\$12.61	\$13.24
Next forty (40) employee working days (seasonal and full-time, seasonal employee remain at this pay scale until become full-time employee)	\$13.08	\$13.61	\$14.29
Full time employees	\$17.94	\$18.66	\$19.59
RASP	\$0.40	\$0.40	\$0.45

2. APPRENTICES:

- First year: 75% of Tradesmen's rates
- 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 Worker's 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-half (6.5%) percent over and above the Production Workers' full rate.

ARTICLE 9 WORKING CONDITIONS

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 at the plant.

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 the employee's regular eight (8) hour shift. The length of the time for the said lunch period shall not be 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 five (5) minutes to wash up, put away tools, and turn over defective tools to the lead person prior to the end of the work day.

9.04 One fifteen (15) minute rest period in the first half shift and one fifteen (15) minute rest period in the **second half 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 employees, from that department and employees able to do that job and shall be 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 their 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 in conjunction with a 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 five (5) minutes before the rest period in the second half shift 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, their record of employment, together with all wages due shall be given to them not later than the day after the day upon which they were 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 the job. In the event that the Company will change over to the metric system of measure, the Company shall pay the full cost of all tools required by each employee to perform their work.

9.10

- (a) Employees working out of doors shall be provided with suitable climatic clothing where necessary. The Company will make rainboots available for the use of the employees whose job function requires them to work outside of the workplace (Hangars). Furthermore, any employee required to work outside of the work place (Hangars) for more than 1/2 hour shall be supplied with adequate climatic clothing. i.e. insulated winter boots, coveralls, mitts and 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 be 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) Coveralls will be provided (2 adequate 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	New Years Day
Thanksgiving Day	Good Friday
Remembrance Day	Victoria Day
Christmas Day	Dominion Day
Boxing Day	August Holiday
Family Day	

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

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

1. An employee has completed at least twenty-five (25) working days, during the preceding twelve (12) months, and
2. 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 or medical reasons pertaining to their immediate family will be accepted by the Company in lieu of the employee's presence.

10.03 Notwithstanding the foregoing, an employee, who would otherwise be entitled to pay for any Statutory holidays shall not be entitled to such pay if such Statutory holidays occur while the employee is on lay off, 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 pay – if return to work prior to March 31.
 - Six (6) days in December equivalent to two (2) days pay
 - Twelve (12) days in December equivalent to three (3) days pay
- and return to work when recalled.

Absence due to medical reasons (doctors' certification) pertaining to the employee's immediate family will be considered as day worked, The employee is not otherwise entitled to the "back to work" bonus if the employee is entitled to the regular statutory holiday pay for 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 day or days. However, by mutual agreement between the Company and the Union the above mentioned holiday (s) falls 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, except for Remembrance day (November 11 to be observed that day) 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:

- (1) One (1) completed year to three (3) completed years – Two (2) weeks vacation with pay. Vacation pay to be based on five (5%) of the gross earnings for the previous year.
- (2) Three (3) completed years to nine (9) completed years – Three (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.
- (3) Nine (9) completed years to fourteen (14) completed years – Four (4) weeks vacation with pay. Vacation pay to be based on eight and one half (8.5) percent of the gross earnings for the previous year.
- (4) Fourteen (14) to twenty (20) completed years - 4 weeks vacation with pay. Vacation pay to be based on nine and one-half (9.5%) percent of the gross earnings for the previous year.
- (5) Twenty (20) completed years or more - 5 weeks

vacation with pay. Vacation pay to be based on ten (10%) percent of the gross earnings for the previous year.

The Company will prior to the thirtieth (30) of March each year post the summer shutdown period. The shutdown period will consist of a 2 week shutdown between July 1 and August 31 of each calendar year. No other holidays will be granted during the period of June 1 to Sept. 30.

Eligible employees may take 3 days or less holidays three times per year, all other holidays may be taken between October 1 and May 31. During this period eligible employees will be given holidays based on seniority and limited to a maximum of 25% of employees gone from a department **at** any one time (minimum of 1 employee). Requests for holidays must be submitted 60 days in advance of proposed holiday period and notice of success will be given to the employee 53 days prior to the holiday period. Requests inside of 60 days will be given on a first come basis without regard to seniority (maximum of 25% of employees on vacation per department at any time).

It is understood and agreed that each employee will take their holidays during the calendar year of its entitlement.

Vacation pay will be accrued at the rate schedule as outlined in 10.05-1 through 10.05-5. Employees will be able to request holiday pay with each holiday request and paid out at the vacation period. Holiday pay will be available on the last day of work at any layoff period, should one arise. If there is no scheduled shutdown in the month of December then one payout of accrued holiday pay will be allowed in the month of December.

- (a) 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, any changes have to be of equal or greater value to the present plan and a coverage pamphlet will be given to each employee every year, which shall include the following:

- (a) Alberta Health Care
- (b) Extended Health Benefits
- (c) Life Insurance - \$40,000
- (d) Accidental Death and Dismemberment - \$40,000
- (e) Wage Indemnity
- (f) Dependent Life Insurance-Spouse \$10,000.00 and Child \$5,000.00
- (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 \$2,000.00 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 sickness or injury until the end of the Wage Indemnity/STD allowed under 11:01 (e) to a maximum of 17 weeks.

11.03 In the event of temporary lay-off, Life and Health coverage described in article 11.01, with the exception of 11.01 (e), wage indemnity, shall continue

in full until the end of the temporary lay-off.

11.04 In the event of Leave of Absence, 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 commences.

11.05 Employees returning to work from stress leave may not necessarily be returned to their regular work position if this was mutually agreed by the affected employee, Shop Stewart and the Company.

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 Board for 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 employees 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 request of 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 the employee was injured at the employees regular daily earnings including applicable shift differential. In the event the employee is hurt during overtime work, the employee 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 for 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 the employee(s) employment and becoming physically challenged as a result thereof, the Company will provide employment for the affected employee(s) 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. The Shop Steward/Representative and the A.P.M.'s shall endeavor to settle differences prior to filing a grievance as per (1), (7). If the dispute is not settled the procedures shall be as follows:

- (1)** The employee shall within three (3) working days of the alleged violation submit their complaint to their immediate supervisor, with the assistance of a Shop Steward or Union Representative as the employee sees fit, and the parties shall endeavor 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 endeavor 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 referred under Part 2, the complaint shall be referred to the Company Management and the Union Representative and they shall endeavor to settle the difference.
- (4)** If the difference is not settled within three (3) working days (excluding Saturdays, Sundays and

Statutory holiday (s)) after having been referred under Part 3, either party may refer the difference to the Board of Arbitration for settlement in the manner as provided for in the Alberta Labour Relations Code.

- (5) In the event that either party to the grievance fails to process the grievance in the time stipulated in any of the steps outlined above, this party shall be deemed to have conceded the dispute to the other party.
- (6) The majority decision of the Board of Arbitration shall be final and binding on both parties subject to the provisions of the Alberta Labour Relations Code. The Board of Arbitration shall not be vested with the powers to change, add to, or amend any terms of this agreement.
- (7) Mutually agreed to reasonable extensions made to allotted times in one (1) - six (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. 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 second Tuesday of the month 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 the recommendation to the parties hereto for 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 ninety (90) employee working days, unless the circumstances justify immediate suspension or discharge. A Shop Steward will be present, where possible, if an employee is terminated or notified 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 which the concerned employee is working. The Company and Union agree that penalties shall not be imposed unreasonably or unjustly. Warning slips older than ninety (90) employee working days 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 the employee back on the job with no loss of seniority and shall pay the

employee the amount they would have earned had the employee been working, of 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.

15.03 All new employees shall be regarded as probationary for the first sixty (60) employee working days of their employment. Release of an employee prior to completion of the employee's probationary period, with just cause, shall not be subject to the grievance procedure.

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. Employees requesting a transfer must submit a Request For Transfer. The Production Manager will respond to the request within five (5) working days. Copies of submitted requests will be distributed to **the** employee, Shop Steward and Production Manager. Requests For Transfer will expire sixty (60) days after being submitted. Employees successful in transfer will not be eligible for another transfer for three (3) months.

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 the employee does not have the ability or the physical fitness to perform the work after a reasonable trial period of up to 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 their seniority standing and their 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 provision of this agreement.
3. 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.
5. Is on Leave of Absence and exceeds the maximum allowable as defined in Article 17.01-2.

16.05 The Company shall maintain a seniority list(s) for the plant(s) as per 2.01 of this collective agreement. A copy of such list(s) shall be posted on the bulletin board for employees inspection and a copy of said list(s) including rate of pay of each employee

shall be submitted to the Union. These lists shall be kept **up** to date on a monthly basis and a copy sent to **Union office and given to the Shop Stewards in all hangars**. If the Company opens another plant(s), the seniority list(s) shall be separate and stand alone at each plant(s).

16.06 JOB POSTINGS:

All vacancies for Union positions for more than one (1) month duration and newly created positions shall be posted for five (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 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 If a Company designate, as listed on the hire/fire list, requests for any employee(s) to substitute in any department on any job during the temporary absence of another employee(s) for eight (8) consecutive hours or more, the employee shall receive the hourly rate for that job or the employee's 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 Alberta Employment Standards Code. The Shop Stewards shall be given adequate notice of pending lay-off; not less than three (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.

16.10 Triple M Housing Ltd. (the Company) retains the right to manage the work force and move employees to accomplish cross-training and the varied work load to a maximum of twenty (20) employee working days in duration.

However, an employee within twenty (20) employee working days 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.

ARTICLE 17 LEAVE OF ABSENCE

17.01 An employee will be allowed up to thirty (30) calendar days leave without pay for personal reasons if:

1. Employee requests it from the company in writing and leave is for 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 the employees thirty (30) day leave is up. After Union approval it must be submitted to The Company for approval. Neither the Union or the Company will unreasonably withhold their approval.

- 2.** 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 occur if the one year is exceeded or after eighteen (18) months if the injury is job related.
- 3.** The Company shall grant employees maternity/paternity absence without pay, providing the application therefore is accompanied by a doctors'/adoption certificate stating the approximate date of birth/adoption, and recommended length of leave as per Alberta Employment Standards Code.

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 (1) week in advance of the names of the delegates. The Company shall grant an employee a leave of absence of not more than two (2) years to work in an official capacity for the Local or 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 (1) 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 their immediate family, (child, step-child, father, mother, step-parents, 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 for the time lost from their regular work week not to exceed three (3) consecutive working days of eight (8) hours each at their regular hourly rate of pay. Bereavement pay shall be paid for regular worked days only and shall not include statutory holidays. 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, CORONER'S INQUEST AND COURT WITNESS

19.01 The Company shall pay the employee who is required for Jury Service, for each day of service, the difference between the employee's average straight time hourly rate for the number of hours they normally work on their shift, and the payment he received for Jury Service, Coroner's Inquest Duty or as a Court

Witness. The employee will present proof of services and the amount of pay received. Any employee who is a party to the court proceedings will be excluded from receiving payment.

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 Employment Standards Code.

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 property 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 full 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

FIELD WARRANTY BY TRIPLE M EMPLOYEES

The program is as follows:

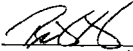
1. Selection of staff is based on the Company's best analysis of their overall skills as related to the type of warranty work to be done.
2. Rate of pay is as if they were working in the plant. Hourly rate, overtime payment, etc, all reflect the schedule in the current collective agreement. We do not differentiate between travel and working hours – working is working.
3. If there is a "person in charge" appointed they receive an extra \$1.00 per hour to be responsible for handling expenses of hotel and meals.
4. The Company shall pay all accommodation expenses.
5. The Company shall give each employee a \$30.00 per day meal allowance or to a maximum of \$45 with receipts.

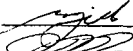
**DATED AT THE CITY OF LETHBRIDGE
IN THE PROVINCE OF ALBERTA**


THIS 27 DAY OF March, 2003

FOR THE COMPANY

Triple M Housing Ltd.
185 Stubb Ross Road
Lethbridge, Alberta Canada
T1K 7N3




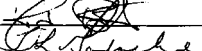


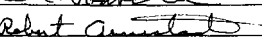


FOR THE UNION

Alberta and North West Territories
(District of Mackenzie)
Regional Council of Carpenters and Allied Workers -
Local 2010
301-10th Street North West
Calgary, Alberta
T2N 1V5







GROUP BENEFIT PLAN

**TRIPLE M HOUSING
LTD.**

Hourly Employees

11335(04)

Benefit Summary

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

Employee Basic Life Insurance \$40,000, reducing by 50% at age 65

Dependent Basic Life Insurance

Spouse \$10,000
Child \$5,000

Optional Life Insurance Available in \$10,000 units to a maximum of \$200,000, for you or your spouse, subject to approval of evidence of insurability

RECEIVED
OCT 27 2003

Short Term Disability Income Benefits

Waiting Period

Injury	No waiting period
Disease	7 days

If you are hospitalized or have day surgery before the last day of the waiting period for disease, benefits will begin on the day you are hospitalized or the surgery is performed

Maximum Benefit Period	17 weeks
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Amount	66.67% of your weekly earnings to a maximum benefit of \$500
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Healthcare

Deductibles

Individual	\$15 each calendar year
Family	\$30 each calendar year

The individual and family deductibles do not apply to Chronic Care expenses

Note: The above deductibles are combined with the Dentalcare deductibles

Reimbursement Level	100%
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Basic Expense Maximums

Hospital Nursing	Semi-private room \$10,000 for a maximum of 12 months per condition
Chronic Care	\$25 per day
In-Canada Prescription Drugs	Included
Smoking Cessation Products	\$500 lifetime
Hearing Aids	\$500 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	\$2,000 per lifter once every 5 years
Outdoor Wheelchair Ramps	\$2,000 lifetime
Blood-glucose Monitoring Machines	1 every 4 years
Transcutaneous Nerve Stimulators	\$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 a maximum of 6 months per program

Paramedical Expense Maximums

Chiropractors	\$400 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	\$500 each calendar year
Speech Therapists	\$200 each calendar year

Lifetime Healthcare Maximum Unlimited

Dentalcare

Payment Basis	The Alberta Dental Association Fee Guide in effect on the date treatment is rendered
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Deductibles

Individual	\$15 each calendar year
Family	\$30 each calendar year

The individual and family deductibles do not apply to Accidental Dental Injury expenses

Note: The above deductibles are combined with the Healthcare deductibles

Reimbursement Levels

Routine Treatment	100%
Major Treatment	50%

Plan Maximums

Routine Treatment	\$2,000 per person each calendar year
Major Treatment	\$2,000 each calendar year (reduced to \$750 in the first year if coverage begins after July 1st)

Benefit Details

This booklet describes the principal features of the group benefit plan sponsored by your employer, but Group Policy Nos. **139201** and **151239** issued by **Great-West** Life are the governing documents. If there are variations between the information in the booklet and the provisions of the policies, the policies will prevail. Contact your employer if you require any additional information.

Protecting Your Personal Information

At Great-West Life, we recognize and respect the importance of privacy. When you apply for coverage or benefits, we establish a confidential file of personal information. We limit access to personal information in your file to Great-West Life staff or persons authorized by Great-West Life who require it to perform their duties, to persons to whom you have granted access, and to persons authorized by law.

We use the personal information to administer the group benefit plan under which you are covered. This includes many tasks, such as:

- e determining your eligibility for coverage under the plan
- enrolling you for coverage
- e assessing your claims and providing you with payment
- managing your claims
- verifying and auditing eligibility and claims
- e underwriting activities, such as determining the cost of the plan, and analyzing the design options of the plan
- e preparing regulatory reports, such as tax slips

We may exchange personal information with your health care providers, your plan administrator, other insurance or reinsurance companies, administrators of government benefits or other benefit programs, other organizations, or service providers working with us when necessary to administer the plan.

All claims under this plan are submitted through you as plan member. We may exchange personal information about claims with you and a person acting on your behalf when necessary to confirm eligibility and to mutually manage the claims.

For more information about our privacy guidelines, please ask for Great-West Life's **Privacy Guidelines** brochure.

COMMENCEMENT AND TERMINATION OF COVERAGE

You are eligible to participate in the plan on the date your employment begins.

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

You may waive health and dental coverage if you are already covered for these benefits 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. Your dental benefits will be subject to certain 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 and seasonal employees, 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.

Survivor Benefits

If you die while your coverage is still in force, the health and dental benefits for your dependents will be continued for a period of 24 months or until they no longer qualify, whichever happens first.

DEPENDENT COVERAGE

Dependent means:

- Your spouse, legal or common-law.

A common-law spouse is a person who has been living with you in a conjugal relationship for at least 24 months.

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

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 BASIC LIFE INSURANCE

You may name a beneficiary for your life insurance 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 BASIC LIFE INSURANCE

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

- Your dependent life insurance terminates when you reach age 70 or when you no longer have eligible dependents, whichever comes first.
- 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 after the group insurance terminates. See your employer for details.

OPTIONAL LIFE INSURANCE

Optional Life Insurance allows you to choose additional coverage for yourself and your spouse. Check the **Benefit Summary** for the amount of Optional Life Insurance available. When you apply for Optional Life Insurance, you must provide proof of your insurability, and your application must be approved by Great-West Life. If you or your spouse die within two years after applying for Optional Life Insurance, Great-West Life has the right to verify any medical information you or your spouse provided. If any inconsistencies are discovered, the claim will be denied and any premiums paid will be refunded.

You may name a beneficiary for your optional life insurance and change that beneficiary at any time by completing a form available from your employer. On your death, Great-West Life will pay your life insurance to your beneficiary. If your spouse dies you will be paid the amount for which he or she was insured. Your employer will explain the claim requirements.

- If you are approved for waiver of premium on your basic life insurance, any optional life insurance for yourself or your spouse will also continue without premium payment as long as your basic life insurance continues but not beyond the date your optional insurance would otherwise terminate.
- If your or your spouse's optional life insurance terminates, you or your spouse may be eligible to apply for an individual conversion policy without providing proof of insurability. You must apply and pay the first premium no later than 31 days after your group insurance terminates. See your employer for details.
- Your optional life insurance terminates when you reach age 65. Your spouse's coverage terminates at the same time, or when he or she reaches age 65 or is no longer your spouse, whichever comes first.

Limitation

No benefit is paid for suicide within the first two years of initial or increased optional life coverage. In such a situation, Great-West Life refunds the premiums that have been received.

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 after 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, benefits 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 work at the same number of hours per week as you regularly worked before the disability started.
- 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, except for increases that take effect after the benefit period starts
- benefits under any Workers' Compensation Act or similar law

- benefits under a legislated automobile insurance plan 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 intended 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 to 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.
- Any 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 government authorized co-payment for accommodation in a nursing home. Residences established primarily for senior citizens or which provide personal rather than medical care are not covered.

- 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 begins

- 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 x-rays 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 x-rays, by a licensed chiropractor
- Out-of-hospital treatment of movement disorders by a licensed physiotherapist
- Out-of-hospital treatment of foot disorders, including diagnostic x-rays, by a licensed podiatrist
- Out-of-hospital treatment by a registered psychologist or qualified social 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

The plan covers medical expenses incurred as a result of a medical emergency arising while you or your dependent is outside Canada for vacation, business or education purposes. To qualify for benefits, you must be covered by the government health plan in your home province.

- The following services and supplies are covered when related to the initial medical treatment:
 - treatment by a physician
 - diagnostic x-ray 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 provided 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 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:

- e Expenses private insurers are not permitted to cover by law
- e Services or supplies you are entitled to without charge by law or for which a charge is made only because you have insurance coverage
- The portion of the expense for services or supplies that is payable by the government health plan in your home province, whether or not you are actually covered under the government health plan
- Services or supplies that do not represent reasonable treatment
- Services or 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
- e Services or supplies not listed as covered expenses
- Extra medical supplies that are spares or alternates
- e 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 you are covered by the government health plan in your home province and Great-West Life would have paid benefits for the same services or supplies if they had been received in your home province
- e Expenses arising from war, insurrection, or voluntary participation in a riot

- 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
- Vaccines used to prevent disease
- Fertility drugs, whether or not prescribed for a medical reason
- Drugs used to treat erectile dysfunction

How to Make a Claim

- Out-of-country claims should be submitted to Great-West Life as soon as possible after the expense is incurred. It is very important that you send your claims to the Great-West Life Out-of-Country Claims Department immediately as your Provincial Medical Plan has very strict time limitations.

Obtain form M5432 (Statement of Claim Out-of-Country Expenses form) from your employer. Residents of all provinces except Manitoba and the Territories must also obtain the Government Assignment form and residents of British Columbia, Quebec and Newfoundland & Labrador must also obtain the Special Government Claim form. The Great-West Life Out-of-Country Claims Department will forward the appropriate government forms to your attention when required.

If you are a resident in the Territories or Manitoba, you must submit your out-of-country claims to your provincial or territorial government for processing before submitting the claim to Great-West Life. When you receive your Explanation of Benefits back from the province or territory, please send the following to the Great-West Life Out-of-Country Claims Department (be sure to keep copies for your own records):

- a copy of the payment from your province or territory
- a completed Statement of Claim Out-of-Country Expenses form (form M5432)
- all required information
- copies of all original receipts

Residents of all other provinces should complete all applicable forms, making sure all required information is included. Attach all original receipts and forward the claim to the Great-West Life Out-of-Country Claims Department. Be sure to keep a copy for your own records. The plan will pay all eligible claims including your Provincial Medical Plan portion. Your Provincial Medical Plan will then reimburse the plan for the government's share of the expenses.

Out-of-country claims must be submitted within a certain time period that varies by province. For the claims submission period applicable in your province or territory or for any other questions or for assistance in completing any of the forms, please contact Great-West Life's Out-of-Country Claims Department at 1-800-957-9777.

- For all other Healthcare claims, obtain form M635D from your employer. Complete this form making sure it shows all required information.

Attach your receipts to the claim form and return it to the Great-West Life Benefit Payment Office as soon as possible, but no later than 15 months after you incur the expense.

PREFERRED VISION SERVICES (PVS)

Preferred Vision Services (PVS) is a service provided by Great-West Life to its customers through Preferred Vision Services.

Preferred Vision Services (PVS) entitles you to a discount on a wide selection of quality eyewear and lens extras (scratch guarding, tints, etc.) when you purchase these items from a PVS network optician or optometrist. You are eligible to receive the PVS discount through the network whether or not you are enrolled for the healthcare coverage described in this booklet. **You** can use the PVS network as often as you wish to purchase eyewear for yourself and your dependents at a reduced cost.

Shopping for eyewear through PVS:

- Call the **PVS Information Hotline** at **1-800-668-6444** or visit the **PVS Web site** at **www.pvs.ca** for information about PVS locations and the program
- Arrange for a fitting or eye examination, if needed
- Present your group benefit plan identification card to identify your preferred status as a PVS member through Great-West Life at the time of purchase
- Select your eyewear and pay the reduced PVS price. If you have vision care coverage, obtain a receipt and submit it with a claim form to your insurance carrier in the usual manner.

DENTALCARE

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

Treatment Plan

- 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 in any calendar 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
- Extractions
- Fillings

- Dental surgery, including related diagnostic x-rays, lab procedures, and anaesthesia
- Endodontics
- Periodontics
- Necessary treatment for relief of dental pain
- The cost of medication and its administration when provided by injection in the dentist's office
- Space maintainers for missing primary teeth
- Consultations required by the attending dentist
- Habit-breaking appliances
- Stainless steel crowns
- Relines, rebases and repairs to existing dentures
- Adjustments to dentures after the 3-month post-insertion care period
- Pit and fissure sealants

Major Treatment

- Crowns (other than stainless steel 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 to existing 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 temporomandibular joint dysfunction
- Orthodontic treatment

How to Make a Claim

Obtain form M445D from your employer. Have your dentist complete the form and return it to the benefit payments office 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 spouse 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.