

# Collective Agreement

Between

B.C. Government and Service Employees Union  
**BCGEU**

AND

**Envirotest Canada**

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09/01/2003

Terminates:  
08/31/2006

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Date: 08/09/2006

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## TABLE OF CONTENTS

<b>DEFINITIONS</b> .....	1
<b>ARTICLE 1 - AGREEMENT AND SCOPE</b> .....	1
1.1 Purpose of Agreement.....	1
1.2 Bargaining Unit Defined.....	1
1.3 Bargaining Unit Recognition.....	1
1.4 Representation.....	2
1.5 Correspondence .....	2
1.6 Future Legislation.....	2
1.7 Sexual and Other Forms of Harassment.....	2
1.8 Conflict with Policies.....	3
<b>ARTICLE 2 - EMPLOYEE RIGHTS</b> .....	3
2.1 No Discrimination for Union Activity .....	3
2.2 Stewards.....	3
2.3 Union Representatives.....	4
2.4 Office Use .....	4
2.5 Union Insignia.....	5
2.6 Time Off for Union Business.....	5
2.7 Union Bulletin Board.....	6
<b>ARTICLE 3 - UNION SECURITY</b> .....	6
3.1 Membership .....	6
<b>ARTICLE 4 - UNION DUES</b> .....	7
4.1 Dues and Assessments.....	7
4.2 Income Tax Receipts.....	8
<b>ARTICLE 5 - EMPLOYEE RECORDS</b> .....	8
5.1 Access to Personnel File.....	8
<b>ARTICLE 6 - EMPLOYER RIGHTS</b> .....	8
6.1 Employer Recognition.....	8

<b>ARTICLE 7 - STRIKES, LOCKOUTS AND PICKET</b>	
<b>LINES</b> .....	9
7.1 Right to Refuse to Cross a Picket Line.....	9
7.2 Strikes and Lockouts Prohibited.....	9
<b>ARTICLE 8 - GRIEVANCES</b> .....	9
8.1 Definition of Grievance.....	9
8.2 No Stoppage of Work.....	10
8.3 Steps.....	10
8.4 Time Limit to Submit to Arbitration.....	10
8.5 Union and Employer Grievances.....	11
8.6 Time Limits.....	11
8.7 Administrative Provisions.....	11
8.8 Technical Objections.....	11
8.9 Deviation from the Grievance Procedure.....	12
8.10 Dismissal Grievance.....	12
<b>ARTICLE 9 - ARBITRATION</b> .....	12
9.1 Single Arbitrator.....	12
9.2 Decision of the Arbitrator.....	13
9.3 Time Limit for Decision.....	13
9.4 costs.....	13
9.5 Expedited Arbitration.....	13
9.6 Amending Time Limits.....	14
<b>ARTICLE 10 - DISMISSAL, SUSPENSION AND</b>	
<b>DISCIPLINE</b> .....	14
10.1 Burden of Proof.....	14
10.2 Right to Have a Steward Present.....	15
10.3 Suspension or Discharge.....	15
10.4 Probationary Period.....	16
10.5 Discipline Record.....	16
10.6 Abandonment of Position.....	16

<b>ARTICLE 11 - SENIORITY .....</b>	<b>17</b>
11.1 Seniority Based on Hours Worked.....	17
11.2 Equal Seniority.....	18
11.3 Seniority List.....	18
11.4 Loss of Seniority.....	18
11.5 Reasonable Cause.....	19
11.6 Re-employment.....	20
<b>ARTICLE 12 -PROMOTIONS, VACANCIES AND JOB POSTINGS.....</b>	<b>20</b>
12.1 Selection Criteria .....	20
12.2 Job Posting Information.....	21
12.3 Posting Awards.....	21
12.4 Interview Expenses.....	21
12.5 Trial Period.....	21
12.6 Multiple Applications .....	21
<b>ARTICLE 13 - LAYOFF AND RECALL.....</b>	<b>22</b>
13.1 Layoff by Seniority.....	22
13.2 Definition of Layoff.....	22
13.3 Options Upon Layoff.....	22
13.4 Severance Pay for Part-time Employees in the Event of a Closure.....	23
13.5 Recall of Employees.....	24
13.6 Current Address.....	24
13.7 Method of Recall .....	25
13.8 Full Time Lane Inspectors Postings .....	25
13.9 Transfer Without Posting.....	25
13.10 No Transfers Without Consent.....	26
<b>ARTICLE 14 - HOURS OF WORK.....</b>	<b>26</b>
14.1 Work Week.....	26
14.2 Work Schedules.....	27

14.3	Staffing.....	28
14.4	Conversion of Hours.....	30
14.5	Rest Periods .....	30
14.6	Meal Periods .....	30
14.7	Days of Rest.....	31
14.8	Table of Recognized Work Day Lengths and Shift Patterns.....	31
14.9	No Guarantee.....	32
14.10	Standby.....	32
 <b>ARTICLE 15 - WORKING AWAY FROM REGULAR POINT OF ASSEMBLY .....</b>		
		<b>33</b>
15.1	Relocations of a Temporary Nature .....	33
15.2	Technicians Working Away from their Point of Assembly .....	34
 <b>ARTICLE 16 - OVERTIME.....</b>		
		<b>34</b>
16.1	Definitions.....	34
16.2	Overtime Entitlement.....	34
16.3	Work Beyond Scheduled Shift.....	35
16.4	Call-Out Provisions.....	35
16.5	Rest Interval After Overtime.....	36
16.6	Method of Compensation.....	36
16.7	Allocation of Overtime.....	36
16.8	Overtime Records .....	37
16.9	No Pyramiding.....	37
 <b>ARTICLE 17 - PAID HOLIDAYS.....</b>		
		<b>37</b>
17.1	Paid Holidays.....	37
17.2	Holidays Falling on a Day of Rest .....	38
17.3	Holiday Coinciding With a Day of Vacation.....	38
17.4	Paid Holiday Pay .....	38
17.5	Qualification for Holiday Pay.....	39

<b>ARTICLE 18 - ANNUAL VACATIONS .....</b>	<b>39</b>
18.1 Vacation Year .....	39
18.2 Vacation Entitlement.....	39
18.3 First Incomplete Year of Service.....	40
18.4 Vacation Pay.....	40
18.5 Vacation Scheduling.....	41
18.6 Vacation Carry Over.....	43
18.7 Call Back From Vacation.....	43
<b>ARTICLE 19 - TRAINING.....</b>	<b>43</b>
19.1 Completion of Courses on Company Time.....	43
19.2 Reimbursement for Approved Courses.....	44
19.3 Training Away From Regular Point of Assembly.....	44
19.4 Examinations .....	44
<b>ARTICLE 20 - SPECIAL AND OTHER LEAVES.....</b>	<b>44</b>
20.1 Bereavement Leave .....	44
20.2 Special Leave.....	45
20.3 Family Illness.....	46
20.4 Leave for Court Appearances.....	46
20.5 General Leave .....	46
20.6 Maximum Leave Entitlement.....	47
20.7 Maternity Leave.....	47
20.8 Parental Leave or Adoption Leave.....	48
20.9 Extension of Leaves.....	49
20.10 Benefits Continuation.....	49
20.11 Deemed Resignation.....	50
20.12 Entitlements Upon Return to Work.....	50
<b>ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY .....</b>	<b>50</b>
21.1 Statutory Compliance .....	50
21.2 Safety Program .....	51
21.3 Unsafe Work Conditions.....	51

21.4	Injury Pay Provision.....	51
21.5	Transportation of Accident Victims.....	51
21.6	Investigation of Accidents.....	52
21.7	Occupational First Aid Requirements and Courses.....	52
21.8	Unresolved Safety Issues.....	53
21.9	Dangerous Goods, Special Wastes, Pesticides and Harmful Substances.....	53
<b>ARTICLE 22 -ADJUSTMENT PLAN.....</b>		<b>53</b>
<b>ARTICLE 23 - CONTRACTING .....</b>		<b>53</b>
23.1	No Contracting Out Which Results in Layoff....	53
<b>ARTICLE 24 - BENEFIT PLANS.....</b>		<b>54</b>
24.1	Benefits.....	54
24.2	Health and Welfare.....	54
24.3	Doctor's Certificate of Inability to Work.....	55
24.4	Medical Examination.....	55
24.5	Subrogation.....	55
24.6	Arrangement of Benefit Plans .....	57
24.7	Employee's Responsibility.....	57
24.8	EAP Program.....	58
<b>ARTICLE 25 - EMPLOYEE EQUIPMENT AND CLOTHING.....</b>		<b>58</b>
25.1	Uniforms .....	58
25.2	Tools.....	59
<b>ARTICLE 26 - RATES OF PAY AND CLASSIFICATION.....</b>		<b>59</b>
26.1	Rates of Pay .....	59
26.2	Classifications and Salary Assignments.....	59
26.3	Pay Days .....	60
26.4	Substitution Pay .....	61
26.5	Reporting Pay .....	61
26.6	Pay on Temporary Assignment.....	62



<b>ARTICLE 27 - PREMIUMS AND ALLOWANCES.....</b>	<b>62</b>
27.1	Notice of Work Schedules.....62
27.2	Exchange of Shifts.....62
27.3	Vehicle Allowance.....62
27.4	Meal Allowance.....62
27.5	Telephone Allowance.....63
27.6	Janitorial Work.....63
27.7	Shift Premium.....63
<b>ARTICLE 28 - LABOUR MANAGEMENT</b>	
<b>COMMITTEE.....</b>	<b>63</b>
28.1	Committee.....63
<b>ARTICLE 29 - GENERAL CONDITIONS.....</b>	<b>64</b>
29.1	Point of Assembly.....64
29.2	Employer Vehicle Use.....64
29.3	Indemnity .....64
29.4	Payroll Deductions.....65
29.5	Copies of Agreement.....66
29.6	Cashier Policy .....66
<b>ARTICLE 30 - TERM OF AGREEMENT.....</b>	<b>67</b>
30.1	Term of Agreement.....67
30.2	Notice to Bargain.....67
30.3	Agreement to Continue in Force .....68
30.4	Changes in Agreement.....68
30.5	Limitations.....68
<b>APPENDIX A .....</b>	<b>69</b>
<b>APPENDIX B.....</b>	<b>70</b>
<b>MEMORANDUM OF UNDERSTANDING #1 .....</b>	<b>73</b>
<b>INSPECTION CENTRES .....</b>	<b>73</b>

**MEMORANDUM OF UNDERSTANDING #2.....75**  
**MEMORANDUM OF UNDERSTANDING #3.....77**  
**MEMORANDUM OF UNDERSTANDING #4.....79**  
**MEMORANDUM OF UNDERSTANDING #5.....80**  
    **ACTING ASSISTANT MANAGER SELECTION**  
        **PROCESS .....80**  
**MEMORANDUM OF UNDERSTANDING #6.....81**  
    **FULL-TIME LANE INSPECTOR STATUS - 72**  
        **HOURS BI-WEEKLY .....81**

## **DEFINITIONS**

"*Child*" means a child of the employee, including a ward of the Superintendent of Family and Child Services and a child of the employee's spouse.

"*Spouse*" means husband, wife or common-law spouse of the employee. Common-law spouse includes same sex and opposite sex individuals where the employee has been living in a common-law relationship for at least twelve (12) months.

## **ARTICLE 1 - AGREEMENT AND SCOPE**

### **1.1 Purpose of Agreement**

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union. The parties to this Agreement share a desire to improve air quality. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels.

### **1.2 Bargaining Unit Defined**

(a) The bargaining unit shall comprise all employees of Envirotech Canada (formerly Ebco-Hamilton Partners) employed on the mainland of British Columbia west of Hope and south of Squamish.

(b) The parties agree that the positions set out in Appendix A are excluded from the scope of the certification.

### **1.3 Bargaining Unit Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.

#### **1.4 Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with names of its officers and similarly, the Employer shall supply the Union with a list of its managers or other personnel with whom the Union may be required to transact business.

#### **1.5 Correspondence**

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his/her designate.

(b) The Union agrees that all correspondence between the Union and the Employer related to matters covered by this Agreement shall be sent to the General Manager or his/her designate.

#### **1.6 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The parties shall make every effort to negotiate a mutually agreeable provision to be substituted for the provisions rendered null and void or materially altered.

#### **1.7 Sexual and Other Forms of Harassment**

(a) The Union and the Employer recognize the right of employees to work in an environment free from harassment, and discrimination. The Employer agrees to maintain such an environment, as required by law.

(b) Complaints respecting sexual harassment, or any other forms of harassment, will be in writing to the Human Resources Manager with a copy to the Union. The Employer will investigate these complaints forthwith and take appropriate action, including discipline and/or transfer where warranted. Where a transfer is warranted, it shall be the respondent who will be transferred. Where a complaint has been substantiated, the complainant shall not be transferred without his/her agreement.

(c) Where the complaint is not resolved to the satisfaction of the complainant or respondent within thirty (30) days of the filing of the complaint, he/she may initiate a grievance at Step 2 of the grievance process. The thirty (30) day time limit may be extended for investigating purposes by mutual agreement of the Employer and the Union.

## 1.8 Conflict with Policies

In the event that there is a conflict between the contents of this Agreement and provisions of any policy made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over that provision of the policy.

## ARTICLE 2 - EMPLOYEE RIGHTS

### 2.1 No Discrimination for Union Activity

The Employer and the Union agree that there should be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

### 2.2 Stewards

(a) The Employer recognizes the Union's right to appoint stewards and the Union shall notify the Employer of such

appointments in writing. A steward shall obtain the permission of his/her supervisor prior to leaving his/her work area to attend to Union duties relating to the Employer's operations. Leave for this purpose shall be with pay and permission shall not be unreasonably withheld. On resuming his/her duties, the steward shall notify his/her supervisor.

(b) Stewards will be granted leave from their work area with pay under this clause to perform the following duties:

- (1) assisting any employee who the steward represents in presenting a grievance in accordance with the Grievance Procedure;
- (2) attending meetings at the request of the Employer;
- (3) attending meetings which are disciplinary at the request of the employees or the Employer;
- (4) supervision of ballot boxes and other related functions during ratification votes.

### **2.3 Union Representatives**

The designated Union representative shall be permitted entry to the Employer's premises in order to carry out required duties. The designated Union representative shall notify the Human Resources Manager in advance of this requirement and shall indicate the purpose for entering the Employer's premises. Such permission shall not be unreasonably denied. Union representatives shall not interfere with the operational requirements of the Employer.

### **2.4 Office Use**

The Employer shall make available to Union Representatives, temporary use of an office or similar facility at **each worksite**,

**including Head Office** to conduct confidential investigation of grievances.

## **2.5 Union Insignia**

The Union insignia shall be displayed in a mutually agreeable, prominent position on mobile equipment operated by employees covered by this Agreement. The Union shall supply and, wherever necessary, replace such emblems of mutually agreeable size and type.

## **2.6 Time Off for Union Business**

(a) When operational requirements permit, leave of absence without pay and without loss of seniority shall be granted by the Employer:

(1) for an elected or appointed Union representative to attend conventions of the Union or any bodies to which the Union is affiliated;

(2) for up to three (3) employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Committee and to attend bargaining meetings;

(3) to an employee called by the Union to appear as a witness before an Arbitration Board;

(4) to an elected or appointed Union representative to attend to Union business which requires them to leave their general work area.

(b) To facilitate the administration of Union leaves without pay, the leave shall be given at current pay and the Union shall reimburse the Employer for salary and benefit costs. The Union shall provide the Employer with fourteen (14) calendar days notice prior to the commencement of such

leave. The Employer will not unreasonably withhold the granting of such leave where less than fourteen (14) calendar days notice is given.

## **2.7 Union Bulletin Board**

The Employer shall provide a bulletin board at each regular assembly point for the exclusive use of the Union, the sites to be determined by mutual agreement between the Employer and the Union. The use of such board shall be restricted to the business affairs of the Union. Such information shall be posted by and or removed by a designated shop steward.

## **ARTICLE 3 - UNION SECURITY**

### **3.1 Membership**

(a) All employees hired on and after September 1, 1992 shall, as a condition of continued employment, remain or become members of the Union and maintain such membership upon completion of fifteen (15) days employment.

(b) Station Managers will not perform Lane Inspector work except for training purposes or work of an emergent nature.

*“Emergent Nature”* includes Station Managers directing vehicles during unanticipated volume backlogs. Station Managers may direct traffic outside the buildings. They may open and close lanes as required. They may not direct vehicles into the building when inspectors are working in those lanes. This area will be monitored by the Labour-Management Committee and addressed if there are problems.



## ARTICLE 4 - UNION DUES

### 4.1 Dues and Assessments

(a) The Employer shall deduct from the wages of each employee in the bargaining unit, whether or not the employee is a member of the Union, an amount equal to the regular dues payable to the Union by a member of the Union. Each employee shall provide, as a condition of continued employment, the Employer with a written authorization to make such deductions.

(b) The Employer shall deduct from each employee, who is a member of the Union, any assessments levied in accordance with the Union Constitution and/or bylaws and owing by the employee to the Union and remit such money to the Union.

(c) Deductions shall be made monthly and remitted to the President of the Union no later than the 25th day of the subsequent month. The Employer shall also provide the Union with member information including the following:

- Social Insurance Number
- Surname, First Name
- Job Classification Number
- Monthly Dues
- Gross Pay

Such information shall be submitted on a disc in the ASCII computer format.

(d) The Union shall advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed

by written notice to the Employer signed by the President of the Union. Upon receipt of such notice, the changed amount shall be the amount deducted.

#### **4.2 Income Tax Receipts**

The Employer shall supply each employee without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous calendar year. Such receipts shall be provided to the employees prior to March 1<sup>st</sup> of the succeeding year.

### **ARTICLE 5 - EMPLOYEE RECORDS**

#### **5.1 Access to Personnel File**

(a) All employees shall have reasonable access to their individual personnel file, and may authorize, in writing, a designated Union representative, to have such access.

(b) The Employer agrees that Collective Agreement references to personnel file is the file that is kept at Head Office.

### **ARTICLE 6 - EMPLOYER RIGHTS**

#### **6.1 Employer Recognition**

The Union recognizes and agrees that except as specifically modified by this Agreement, all of the rights and powers which the Employer had prior to the signing of this Agreement are retained solely and exclusively by the Employer.

## **ARTICLE 7 - STRIKES, LOCKOUTS AND PICKET LINES**

### **7.1 Right to Refuse to Cross a Picket Line**

Employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in the Labour Relations Code. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement and nor shall it be grounds for disciplinary action.

### **7.2 Strikes and Lockouts Prohibited**

There shall be no strikes or lockouts so long as this Agreement continues to operate.

## **ARTICLE 8 - GRIEVANCES**

### **8.1 Definition of Grievance**

The Employer and the Union agree that grievances may arise concerning:

- (a) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal or discipline of an employee bound by this Agreement.

## 8.2 No Stoppage of Work

All grievances shall be finally and conclusively settled in the manner set out in this Article without slowdown, interference with, or stoppage of work.

## 8.3 Steps

The procedure for resolving a grievance shall be as set out below:

### (a) *Step 1*

Every effort shall be made by an employee and his or her immediate supervisor to resolve the issue verbally. An employee shall have the right to have his or her steward present at such a discussion. If unresolved, an employee may, within fifteen (15) calendar days of the event giving rise to the grievance, submit a grievance in writing to the employee's immediate supervisor. The employee's immediate supervisor will sign and date the grievance form to confirm receipt.

### (b) *Step 2*

The Employer's designate(s) shall meet with the Union's designate(s) within thirty (30) calendar days after receipt of the grievance. This meeting may be waived by mutual agreement. Following such a meeting, the Employer's designate shall respond within fifteen (15) calendar days in writing to the Union's **Staff** Representative.

## 8.4 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 2, the Union **Staff** Representative may submit the grievance to arbitration within

twenty-one (21) calendar days of the date of receipt of the Employer's Step 2 reply or the date it was due.

### **8.5 Union and Employer Grievances**

The Employer has the right to file a grievance. The Union has the right to file a policy grievance. Such grievances shall be filed at Step 2 of the grievance procedure set out above. The grievance must be filed within twenty-one (21) working days of the complaint arising.

### **8.6 Time Limits**

(a) If an employee or the Union does not present a grievance or proceed to the next higher level within the prescribed time limits, the grievance shall be deemed to have been abandoned, but shall not be deemed to have prejudiced its position on any future grievance.

(b) If the Employer does not respond within the prescribed time limits, the Employer shall grant the remedy sought in the grievance but shall not be deemed to have prejudiced its position in any future grievance.

### **8.7 Administrative Provisions**

Grievances may be filed by hand delivery or other mutually agreeable means. Grievance replies shall be sent by hand delivery, facsimile or courier. Written replies and notification shall be deemed to be presented on the date on which they are accepted by a courier and received on the day they were delivered to the appropriate office.

### **8.8 Technical Objections**

No grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance

through the grievance procedure. To this end, an arbitrator shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute.

## **8.9 Deviation from the Grievance Procedure**

(a) The Employer agrees that, after a grievance has been initiated in writing at Step 2, no discussion will be entered into respecting the grievance with the aggrieved employee without the consent of the Union. Such consent shall not be unreasonably withheld.

(b) In the event that, after having initiated a grievance in writing through the grievance procedure, an employee endeavours to pursue the same **matter giving rise to the grievance through another channel**, the Union agrees the grievance shall be considered to be abandoned.

(c) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Council shall not have their grievance deemed abandoned through the filing of the complaint.

## **8.10 Dismissal Grievance**

in the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at Step 2 within ten (10) working days of the date on which the dismissal occurred.

# **ARTICLE 9 - ARBITRATION**

## **9.1 Single Arbitrator**

The parties agree to refer all arbitrations, except those that are to be resolved on an expedited basis, to **Joan Gordon**, Robert Blasina or substitute agreed to be the parties who may act as a single arbitrator. At the written request of either party, within

seven (7) days of receipt of written notice of referral to arbitration, either party may require that the grievance be submitted to a three (3) member arbitration board to be chaired by **Joan Gordon**, Robert Blasina or substitute agreed to by the parties. Both parties shall have seven (7) days to name their appointee to the three-person board.

## **9.2 Decision of the Arbitrator**

The decision of the arbitrator or majority of the arbitration board shall be final, binding and enforceable on the parties. The arbitrator or board shall have the power to dispose of a grievance by any arrangement deemed just and equitable. However, the arbitrator or board shall not have the power to change this Agreement by altering, modifying or amending any provision.

## **9.3 Time Limit for Decision**

An arbitrator or board shall render a written decision to the parties within thirty (30) calendar days of the date the arbitration hearing is concluded. This time period may be altered by consent of the parties.

## **9.4 costs**

The parties to this Agreement shall jointly bear the cost of the Single Arbitrator or Chair and each of the parties shall bear the cost of its nominee to the arbitration board and its own representatives and witnesses.

## **9.5 Expedited Arbitration**

- (a) Notwithstanding the foregoing, the parties may agree to utilize the provisions of Section 104 of the Code as an alternative dispute resolving mechanism, (ie) if a difference arises between the parties relating to the dismissal, discipline

or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, Judi Korbin, **Rod Germaine** or a substitute agreed to by the parties, shall at the request of either party

- (1) investigate the difference;
- (2) define the issue in the difference; and
- (3) make written recommendations to resolve the difference;

within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from the date, time does not run in respect of the grievance procedure.

(b) The parties may agree to be bound by the recommendations noted above. Such agreement shall be in writing.

## **9.6 Amending Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties, but the same must be in writing.

# **ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**

## **10.1 Burden of Proof**

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.



## **10.2 Right to Have a Steward Present**

(a) An employee has the right to request the presence of a steward at any discussion with supervisory personnel which the employee believes may result in disciplinary action. The Employer agrees that an employee has the right to have a Shop Steward present when dealing with disciplinary matters, however, it is the responsibility of the employee to request a Shop Steward. Where a supervisor meets with an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the meeting in order that the employee may contact a steward. This clause shall not apply to those discussions that are of an operational nature.

(b) A steward shall have the right to consult with a Staff Representative of the Union and to have a local Union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward.

## **10.3 Suspension or Discharge**

(a) In the event of a grievance arising from an employee's suspension of three (3) days or less, the Employer agrees to notify the employee, in writing, setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's designate within seven (7) calendar days.

(b) In the event of suspension of greater than three (3) days or dismissal, the Employer will notify the employee, in writing, setting out the grounds for the Employer's actions. A copy of this notice will be sent to the Union's designate within seven (7) calendar days of the suspension or dismissal.

(c) It is expressly understood that where the grievance of a suspension or dismissal proceeds to arbitration, the arbitrator will decide whether the suspension or dismissal is for just cause based on the real substance of the matters in dispute.

#### **10.4 Probationary Period**

(a) Each new employee shall serve a probationary period of thirty (30) shifts or three (3) months whichever is longer from start date, during which time the Employer shall assess suitability for continued employment.

(b) The Employer, during the probationary period, may release the employee for unsuitability for continued employment.

(c) During the probationary period an employee shall not be entitled to claim the rights and benefits arising out of seniority. Upon successful completion of the probationary period, an employee shall be credited with seniority from start date, in accordance with the provisions of Article 11.

#### **10.5 Discipline Record**

The Employer agrees to provide copies to the employee of any disciplinary action record placed on the employee's personnel file, at the time of filing such record. The Employer further agrees that any written warning will be removed from an employee's personnel file after eighteen (18) months, provided there has not been any further infraction.

#### **10.6 Abandonment of Position**

An employee who fails to report for duty for three (3) consecutive shifts without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that

there were reasonable grounds for not having informed the Employer.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Based on Hours Worked**

- (a) Seniority for all employees shall be based on hours worked.
- (b) Hours worked shall include:
  - (1) hours worked according to payroll records, excluding overtime hours;
  - (2) paid leaves of absence in accordance with hours paid, including vacation and statutory holidays;
  - (3) leave of absence on a claim recognized by the Workers' Compensation Board based on hours utilized for WCB purposes;
  - (4) Union leave based on hours utilized for reimbursement purposes;
  - (5) maternity, parental and adoption leave based on the hours that the employee would have worked;
  - (6) sick leave which exceeds three (3) consecutive shifts for which there is Employment Insurance sick leave coverage, based on the hours worked in the last two (2) pay periods. Proof of Employment Insurance sick leave payment shall be provided to Human Resources in order that seniority be credited.

## **11.2 Equal Seniority**

When two (2) or more employees have equal seniority the order establishing their relative seniority will be by chance as mutually agreed between the Employer and the Union.

## **11.3 Seniority List**

(a) The Employer will prepare a seniority list semi-annually (on the payroll nearest and before May 1, November 1) for all employees in the bargaining unit. The seniority list will be posted prior to May 15 and November 15 of each year. The information will show each person's classification, status, seniority based on hours worked as set out above, and point of assembly. The Employer will also prepare seniority lists for each classification within each point of assembly. These lists will be posted on the appropriate bulletin boards with a copy sent to the Union. Once posted, the list may be challenged for a period of fifteen (15) calendar days. If not challenged within the time set out herein, the seniority lists will be accepted by the parties and the employees as accurate. The list shall be utilized for all schedules which are posted after May 30, and November 30, respectively.

(b) The Tech Centre, Head Office and each of the inspection centres will be a point of assembly for the purposes of Article 11, 12, 13.

## **11.4 Loss of Seniority**

An employee shall lose seniority and shall be considered to be terminated in the event that:

- (a) he or she is discharged for cause;
- (b) he or she resigns or retires from his or her position;

- (c) he or she abandons his or her position;
- (d) he or she fails to return to work following a recall within one (1) week or such other mutually agreed to period, unless unable to do so because of reasonable cause, where the recall is to the employee's regular point of assembly;
- (e) employees who are laid off for a period of eight (8) months;
- (f) he or she accepts severance pay in accordance with the provisions of Article 13.
- (g) he or she is absent due to illness or injury for two (2) years, except where the employee is in receipt of WCB benefits as a result of an Employer-related injury.

### **11.5 Reasonable Cause**

- (a) For the purpose of Article 11.4(d), the following shall constitute reasonable cause:
  - (1) absence on a WCB claim;
  - (2) maternity leave;
  - (3) parental leave or adoption leave;
  - (4) absence on bereavement leave;
  - (5) leave to participate in activities of a reserve component of the Canadian Armed Forces;
  - (6) illness; (Doctor's certificate may be required as per Article **24.3**)
  - (7) Union leave as per Clause **2.6**;
  - (8) jury duty;

(9) any approved leave of absence or approved period of unavailability.

(b) Where the dependent child of a part-time employee is ill and where no one other than the employee can care for the child, the Employer will extend the period within which an employee must return to work from three (3) days to one (1) week. Proof of illness may be required if a pattern of consistent absences is developing.

## **11.6 Re-employment**

An employee who resigns his or her position and, within sixty days is re-employed by the Employer, shall be granted leave of absence without pay covering those days absent and shall be credited with his or her former seniority but without seniority credit for the period of absence.

## **ARTICLE 12 - PROMOTIONS, VACANCIES AND JOB POSTINGS**

### **12.1 Selection Criteria**

(a) All vacancies which are to be filled will be posted and filled within thirty (30) days of becoming vacant in the case of entry level positions and forty-five (45) days in the case of other positions. Entry level positions are Lane Inspector, Technician Trainee and Clerk I.

(b) Entry level positions will be filled by the senior qualified applicant. When a vacancy for a full-time position in any other classification occurs and is required to be filled, the Employer will prefer the senior employee, provided that merit, skills and ability are relatively equal.

(c) Where there are no qualified internal applicants, the Employer may select outside applicants.

## **12.2 Job Posting Information**

All job postings shall indicate the job classification, qualifications required, point of assembly, hourly rate, date of posting and date of closing. A copy of the posting will be forwarded to the Union. All postings shall be posted for a minimum of two (2) weeks.

## **12.3 Posting Awards**

The Employer shall provide the Union with a copy of all job posting awards and shall post such awards on a bulletin board at each point of assembly.

## **12.4 Interview Expenses**

Applicants for a posted position shall be granted leave of absence with current pay as required for an interview. The applicant will upon pre-approval have his or her travelling expenses paid.

## **12.5 Trial Period**

Where a bargaining unit employee is promoted, he or she will be placed **in a trial period** for three (3) months, and upon satisfactory completion of the trial period will be confirmed in the position in writing by the Employer. If at any time during the trial period, the employee is unable to satisfactorily perform the duties of the new position, he or she will be returned to the former position held. Any other employee(s) transferred or promoted as a result of the original job posting will also be returned to his or her former status.

## **12.6 Multiple Applications**

An employee who is the successful applicant for a position will not be considered for another position at the same classification

for three (3) months from the date of the original vacancy except for Assistant Managers who will not be considered for another position at the same classification for six (6) months from the date of the original vacancy.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **13.1 Layoff by Seniority**

In the event of a layoff, permanent employees will be laid off by reverse seniority in a classification at a point of assembly. Probationary employees shall be laid off before permanent employees in the same classification.

### **13.2 Definition of Layoff**

A part-time employee shall be considered to be laid off if, at the Employer's initiative and due to a shortage of work, the employee has not been scheduled to work for a period of one (1) week. **Part-time employees shall only be eligible for severance pay as per Article 13.4.** A full-time employee shall be considered to be laid off if, at the Employer's initiative and due to a shortage of work, the full-time employee's hours are reduced to less than **their regularly scheduled hours bi-weekly.**

### **13.3 Options Upon Layoff**

A **full-time** employee who is laid off from a point of assembly shall have the right to either:

- (a) remain on layoff status until work becomes available at the employee's regular point of assembly; or
- (b) bump the most junior employee in the same classification at another point of assembly, provided that the bumping employee has more seniority; or



(c) opt for severance pay under this Article. The following four (4) part-time employees are grand-parented and may opt for pro-rated severance under this Article:

Jasbir Dhesa, Marie Chic and Eng Khor

(d) if the employee exercises his/her rights under 13.3(b), but works less than an FTE as stated under Article 14.1, he/she shall have the option to maintain his/her benefits at a prorata basis as long as the employee meets the minimum eligibility requirements of the benefits plan.

If an employee elects layoff status, the employee must remain on layoff until work becomes available at the employee's regular point of assembly. If an employee elects to bump into a new point of assembly, the employee loses the right to be scheduled for work at the old point of assembly. **If** an employee elects severance pay it shall be calculated on the basis of one week's pay for every year of service or major part thereof. No employee shall receive an amount greater than four **(4)** months current pay.

Severance pay for grand-parented part-time employees shall be the same as for full-time employees but shall be paid on a pro-rated basis based on average earnings for the twenty-six (26) pay periods prior to termination of employment. A week's pay shall be calculated by totalling the employee's wages, excluding overtime, earned in the previous twenty-six (26) pay periods prior to termination in which the employee worked hours and dividing by fifty-two **(52)**.

#### **13.4 Severance Pay for Part-time Employees in the Event of a Closure**

Part-time employees shall be eligible for severance pay provided the following conditions are met:

(a) The Aircare program or its equivalent is permanently closed or the Employer is not the successful bidder/contractor for any subsequent programs and there is a termination of operations by the Employer.

(b) Part-time employees must continue to report for work as required by the Employer to the closure of the program or until the Employer initiates the termination of the employment.

Severance pay for part-time employees shall be the same as for full-time employees but shall be paid on a pro-rated basis based on average earnings for the twenty-six **(26)** pay periods prior to termination of employment. A week's pay shall be calculated by totalling the employee's wages, excluding overtime, earned in the previous twenty-six **(26)** pay periods prior to termination in which the employee worked hours and dividing by fifty-two **(52)**.

### **13.5** Recall of Employees

Recall of employees shall be in order of seniority within a classification at a point of assembly. Where there are no laid off employees within the classification at the point of assembly, the Employer will recall employees in order of seniority within the same classification from other points of assembly; such employees shall have the right to refuse without penalty.

### **13.6** Current Address

it shall be the responsibility of laid off employees to keep the Employer informed of their current addresses and telephone numbers at which they may be contacted.

### **13.7 Method of Recall**

The Employer shall first attempt to contact the employee by telephone and if that is not successful shall notify the employee by letter delivered to the employee's address by way of courier, priority post or similar service providing signature of receipt. The time period for the employee to return to work shall be from the time of the telephone call or the time that the letter is delivered to the employee's address. Each letter shall be deemed to have been delivered two (2) days from the date of mailing, regardless of whether or not the employee signs acknowledgement of receipt.

### **13.8 Full Time Lane Inspectors Postings**

By completing a Transfer form, full-time Lane Inspectors can indicate their wish to move to a different station or stations, should a vacancy occur.

Only Lane Inspectors who have completed and returned this form to the Human Resources department will be considered for transfers.

When a full-time Lane Inspector vacancy occurs at a station, it will be offered to the most senior Lane Inspector who has indicated a desire to transfer to that station.

This procedure will be repeated until there is a vacancy at a station to which no full-time Lane Inspector has requested a transfer. That vacancy will be posted in accordance with the Collective Agreement.

### **13.9 Transfer Without Posting**

The Labour Management Committee may grant lateral transfers or voluntary demotions for compassionate or medical reasons or in recognition of the joint duty of the parties to

accommodate employees in accordance with the Human Rights **Code**. In the event that the Committee has granted a transfer or demotion at the request of the employee, the employee shall not be eligible for any job posting for a period of six (6) months without the approval of the Labour Management Committee.

### **13.10 No Transfers Without Consent**

An employee, except an Assistant Manager, will not be required to permanently transfer to a different point of assembly without his/her consent unless according to Article I.7. Assistant Managers' transfers will be limited to one transfer per 365 day period, except by mutual agreement. An Assistant Manager may refuse a transfer under this Article by changing their status to a full-time lane inspector.

(a) An Assistant Managers shall not be transferred to a point of assembly further than forty-five (45) kilometres from the point of assembly where he or she was working unless mutually agreed between the Company and the Union;

(b) Rand-McNally shall be used for distance calculation; and

(c) No full-time Lane Inspector will be displaced as a result of an Assistant Manager exercising his/her right under this clause.

## **ARTICLE 14 - HOURS OF WORK**

### **14.1 Work Week**

(a) Hours of work for full-time Lane Inspector employees exclusive of meal periods taken away from the work station but including paid statutory holidays will be seventy-two (72) hours or eighty (80) hours bi-weekly.

(b) Hours of work for full-time Office and Technical employees exclusive of meal periods taken away from the work station but including paid statutory holidays will be eighty (80) hours bi-weekly.

## **14.2 Work Schedules**

(a) Work schedules shall be posted at least seven (7) days in advance of the starting date of the new schedule.

(b) Full-time employees at a point of assembly shall be scheduled to work one of the shift patterns and length of scheduled work days specifically set out in Article 14.8 (a **or b**).

(c) The Employer shall determine when various services are provided (hours of operation), the classifications of positions and the number of employees required to provide the services.

(d) The Employer's designate at each point of assembly will establish the length of scheduled work day and shift pattern to be followed for full-time employees at the point of assembly. By mutual agreement, the Employer's designate and an employee may agree to allow an individual employee to work a different length of scheduled work day and shift pattern as long as it is selected from the options set out in Article 14.8 (a **or b**).

(e) If either party wishes to change the existing length of scheduled work day and shift pattern, it shall provide the other party with the earliest possible advance notice in writing. If a change is requested only at a particular point of assembly, the notice shall be given to the appropriate Union steward or designated Employer representative. If a change is requested which involves more than one point of assembly, notice shall be given to the Union's area

representative or the Employer's General Manager. The parties shall have fourteen (14) days from the date notice is given to reach agreement on length of scheduled work day and shift pattern. If the parties are unable to reach agreement within fourteen (14) days, either party may refer the matter to the Labour Management Committee for possible resolution. Where agreement cannot be reached, full-time employees shall work a maximum eight (8) hours per day at straight time rates.

(f) Shift pattern and length of scheduled work day changes will be limited to a maximum of three (3) per year with a minimum duration of two (2) months for any shift pattern or scheduled work day length, except by mutual agreement at the local level.

(g) Unless mutually agreed between the employee and the manager, employees will not be required to work split-shifts.

### **14.3 Staffing**

(a) Subject to AirCare II requirements and volume adjustments, the Company will maintain the following full-time positions in the Inspection Network:

(1) twelve (12) Assistant Managers;

(2) eighty-four (84) Lane Inspectors;

(3) in the event of a reduction of these positions, the Company will achieve this reduction by attrition.

(b) At least thirty percent (30%) of all scheduled part-time Lane Inspectors by Inspection Centre shall be scheduled for a minimum of sixteen (16) hours per week.

(c) Part-time employees shall be scheduled in order of seniority so that the most senior part-time employee in a

classification at a point of assembly receives **equal to** the greatest number of **part-time** hours each week. Part-time employees shall not be scheduled for shifts of less than four (4) hours.

(d) Where additional work becomes available on a daily basis, it shall be offered in order of seniority to employees at the point of assembly, provided it will not result in the payment of overtime. If no employees are available, it shall be offered to employees **at the nearest point of assembly** in order of seniority.

(e) Where additional shifts becomes available during the scheduled week the work shall be offered to employees as follows:

(1) the most senior employee without a scheduling conflict, provided it will not result in the payment of overtime.

(2) Where there are no employees available at a point of assembly, the Employer will contact **the next nearest** point of assembly and offer the shifts in accordance with (d) above.

(3) Employees who accept additional shifts will not be eligible for **payment pursuant to Article 27.1**.

(f) Employees may request, in writing, restriction of availability if such does not impair operational requirements or result in additional cost to the Employer. Restriction of availability shall be at the sole discretion of the Employer.

(g) Full-time lane inspectors shall have the option to revert to part-time status. Employees who revert to part-time shall receive benefits pursuant to Article 24.2 of the Collective Agreement. Employees who revert to part-time shall carry

all accrued seniority to the part-time position, however, they may not bid for a full-time position for a period of 90 days.

#### **14.4 Conversion of Hours**

Where an employee is granted a designated paid holiday or a lieu day pursuant to Article 17, the time off granted will be eight (8) hours per designated paid holiday. Where the scheduled work day exceeds eight (8) hours, the resulting difference shall be included in the work schedules within the next two (2) weeks or as mutually agreed at the local level.

#### **14.5 Rest Periods**

(a) All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of five (5) hours. Where a meal period is provided, one (1) rest period is to be granted before and one (1) after the meal period, where applicable. Employees working a shift of four (4) hours, but not more than five (5) hours, shall receive one (1) rest period during such a shift.

(b) Rest periods shall not begin until one (1) hour after the beginning of work. Meal periods shall not begin until one (1) hour after the first rest period is completed. The last rest period shall not begin until one (1) hour after the completion of the meal period and not later than one (1) hour before the end of the shift.

(c) Rest periods shall be taken without loss of pay to the employee.

#### **14.6 Meal Periods**

Recognized meal periods will be within the middle three (3) hours of any shift which exceeds five (5) hours. The normal meal period will not be less than one-half (½) and not more than one (1) hour. Lengthening of the scheduled work day will



not be achieved by expanding the normal meal period except by mutual agreement.

#### **14.7 Days of Rest**

(a) The normal days of rest for eighty (80) hour bi-weekly full-time employees shall be Saturday and Sunday, or Sunday and Monday, or in the case of 4:3 shift pattern, three (3) consecutive days.

(b) The normal days of rest for a seventy-two (72) hour bi-weekly full-time employee shall be Saturday and Sunday, or Sunday and Monday and one additional day throughout the week. The days available for the third (3<sup>rd</sup>) day of rest will be determined by the operational requirements of the station. The third (3<sup>rd</sup>) day of rest will be regularly scheduled and allocated by seniority at the point of assembly.

(c) The normal days of rest under (a) and (b) above may be changed with mutual agreement at the local level.

#### **14.8 Table of Recognized Work Day Lengths and Shift Patterns**

(a) Eighty (80) Hour Bi-Weekly Employee

<b>Length of Scheduled Work Day</b>	<b>Shift Pattern (Days on:Days off)</b>
<b>8 hrs.</b>	<b>5:2</b>
<b>8 hrs. 35 min.</b>	<b>5:2, 5:2, 4:3</b>
<b>8 hrs. 55 min.</b>	<b>5:2, 4:3</b>
<b>10 hrs.</b>	<b>4:3</b>

(b) Seventy-two (72) Hour Bi-Weekly Employee

<b>Length of Scheduled Work Day</b>	<b>Shift Pattern (Days on:Days off)</b>
<b>8 hrs.</b>	<b>5:2, 4:2:1</b>

(c) Schedules and shift patterns for Lane inspectors may be changed by mutual agreement at the local level.

(d) By mutual agreement assistant managers may be scheduled to work shift patterns and length of schedule work days different from those set out in Article 14.8 in accordance with the following principles:

(1) Eighty (80) hours will be scheduled within a two (2) week period.

(2) If more than 80 hours in a two (2) week period are scheduled, overtime rates will apply.

(3) The length of shift can remain flexible with no shift less than six (6) hours per day or longer than ten (10) hours, except by mutual agreement at the local level.

#### **14.9 No Guarantee**

The provisions of this Article are not to be construed as a guarantee of hours of work per day or per week.

#### **14.10 Standby**

(a) Where a **full-time** employee is required to be on standby, he/she shall be compensated at the rate of one (1) hour's pay for each three (3) hours standing by. Employees designated for standby shall be provided with a pager and

shall be immediately available for duty during the period of standby.

(b) **Full-time** employees will not be designated for standby on two (2) consecutive weekends or two (2) consecutive paid holidays.

## **ARTICLE 15 -WORKING AWAY FROM REGULAR POINT OF ASSEMBLY**

### **15.1 Relocations of a Temporary Nature**

Employees who at the request of the Employer agree to relocate on a temporary basis to a point of assembly other than their regular point of assembly shall be reimbursed for reasonably incurred expenses. Such relocations shall not be between points of assembly greater than thirty-five (35) kilometres apart for a period of time not to exceed thirty (30) days unless mutually agreed between the Employer and the Union. If an employee is relocated during a shift, the employee will be reimbursed for mileage to the temporary point of assembly and travel time to the temporary point of assembly shall be considered as time worked. **Employees will be reimbursed at the rate of forty-five cents (45¢) per kilometre for commuter mileage that exceeds mileage to and from their regular point of assembly.**

**All** employees shall have the right to refuse to relocate without being subject to disciplinary action for so refusing, except where the Employer is unable to recruit sufficient qualified employees. In such a case, qualified employees, in reverse order of seniority in a classification, shall be required to accept relocation.

## **15.2 Technicians Working Away from their Point of Assembly**

Except by mutual agreement, technicians working away from their point of assembly, and who return on a daily basis, shall be compensated for all hours in transit to and from their regular assembly point.

## **ARTICLE 16 - OVERTIME**

### **16.1 Definitions**

- (a) *"Straight-time rate"* - means the hourly rate of remuneration;
- (b) *"Time and one-half"* - means one and one-half times the straight-time rate;
- (c) *"Double time"* - means twice the straight-time rate;
- (d) *"Double time and one-hay"* - means two and one-half times the straight-time rate.

### **16.2 Overtime Entitlement**

(a) An employee shall be entitled to time and one-half for the first three (3) hours of authorized overtime worked in a day in excess of the regular length of the scheduled work day at the employee's point of assembly, and time and one-half for any hours in excess of forty (40) hours in a week, but excluding from the calculation hours worked in excess of the regular length of the scheduled work day.

(b) An employee shall be entitled to double time for all overtime hours worked in excess of those set out in paragraph (a) above in a day, and forty-eight (48) hours in a week, but excluding from the calculation overtime hours

worked in excess of the regular length of the scheduled work day.

(c) Overtime shall be compensated in fifteen (15) minute increments.

(d) It is understood that the regular length of the scheduled work day shall mean the option selected from the table of recognized work day lengths set out in Article 14.8.

### 16.3 Work Beyond Scheduled Shift

All employees shall have the right to refuse to work beyond their scheduled shift. Where the Employer is unable to recruit sufficient qualified employees immediately available at the point of assembly, the following shall apply:

(a) Qualified employees immediately available at the point of assembly, in reverse order of seniority in a classification at the point of assembly, shall be required to work.

### 16.4 Call-Out Provisions

(a) *Cull Out Compensation* - A **full-time** employee who is called back to work outside his/her regular working hours shall be compensated for a minimum of three (3) hours at overtime rates. He/she shall be compensated from the time he/she leaves his/her home to report for duty until the time he/she arrives back upon proceeding directly to and from work. It is agreed that "*cull out*" means that an employee has been called out without prior notice.

(b) *Cull Out for Emergency Situations* - It is agreed that **full-time** employees called out for emergency situations who were not on standby will not be expected to perform tasks other than those of an emergent nature.

## **16.5 Rest Interval After Overtime**

**An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, then that portion of the shift shall be compensated at overtime rates on the next regular shift..**

## **16.6 Method of Compensation**

(a) Overtime compensation shall be monetary or in time off at the employee's option. If the employee chooses time off, such time off shall be scheduled by mutual agreement between the employee and the Employer. If compensatory time off ("CTO") cannot be scheduled within three months of the date of election, cash payment shall be made on the following pay period. CTO shall be equivalent to the rate which would be received if an employee elected monetary payment.

(b) The employee shall advise his or her respective supervisor of his or her election to have either all cash or all compensatory time off for the pay period in which it was earned, no later than the shift following the shift on which the overtime was worked.

(c) The Employer agrees that scheduling of compensatory time off shall not be unreasonably withheld.

## **16.7 Allocation of Overtime**

Overtime shall be allocated on an equitable basis to immediately available qualified employees at the point of assembly in the classification which would normally perform the work.

## **16.8 Overtime Records**

Should a dispute arise concerning the allocation of overtime, the Employer agrees that overtime records shall be maintained and access shall be given to a union representative in the event of a dispute. Such overtime records are to be maintained for a period of one year.

## **16.9 No Pyramiding**

Overtime rates shall apply to the straight time rate only. Premiums are in addition to the overtime rates but are not multiplied by the overtime rates. Employees required to work on a paid holiday or lieu day, pursuant to Article 17.2, shall receive overtime at double-time rates.

# **ARTICLE 17 - PAID HOLIDAYS**

## **17.1 Paid Holidays**

(a) The following have been designated as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day
Personal Day	

(b) It is understood that Heritage Day shall be recognized as a designated paid holiday upon proclamation. Any other holiday proclaimed a holiday by Federal, Provincial or Municipal Government for the locality in which an employee is working shall also be a paid holiday.

(c) Seven (7) days written notice prior to the scheduled being posted shall be given to the Employer for purposes of

scheduling the Personal Day. Subject to operational requirements, the Employer will endeavour to allow as many employees as possible to take their Personal Day upon request.

It is understood that no fewer than two (2) employees per day may be absent for Personal Days and vacations at any point of assembly.

### **17.2 Holidays Falling on a Day of Rest**

(a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. Scheduling of these lieu days shall be by mutual agreement within sixty (60) days following the paid holiday. If not scheduled within sixty (60) days, it shall be immediately scheduled on the vacation roster.

(b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at double-time rate.

(c) Employees may opt for pay for the holiday instead of the lieu day noted above.

### **17.3 Holiday Coinciding With a Day of Vacation**

Where an employee is on vacation leave and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

### **17.4 Paid Holiday Pay**

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) work days preceding a paid holiday, in which case he/she shall receive the higher rate.



## 17.5 Qualification for Holiday Pay

To qualify for holiday pay, an employee must:

- (a) have been in the employ of the Employer for at least thirty (30) days; and
- (b) have worked or earned wages for at least fifteen (15) of the last thirty (30) days before the holiday.
- (c) For purposes of (a) and (b) above, time worked includes absence on vacation an Employer-related WCB claim, bereavement leave, paid sick leave, **Employment insurance sick leave** and Union leave and where the employee has returned to work from maternity, adoption or parental leave prior to the paid holiday.

## ARTICLE 18 - ANNUAL VACATIONS

### 18.1 Vacation Year

For the purpose of this Article, the vacation year shall be the twelve (12) month period commencing June 1st and ending May 31st. "*First vacation year*" shall mean the vacation year in which an employee's first anniversary falls.

### 18.2 Vacation Entitlement

- (a) **Full-time employees** are entitled to the number of days of vacation as set out below:
  - (1) First vacation year: .....10 days
  - (2) Second vacation year:.....10 days
  - (3) Third vacation year:.....15 days
  - (4) Fourth vacation year:.....15 days
  - (5) Fifth vacation year and above .....15 days and one additional day per year to a maximum of five (5) additional days.

(b) Where an employee is granted a vacation pursuant to this Article, and where the employee's regular length of scheduled work day is greater than eight (8) hours per day, the annual vacation entitlement shall be converted to hours on the basis of an eight (8) hour day and deducted accordingly;

(c) A part-time employee is entitled to annual vacation on a pro rata basis.

(d) Any part-time employee who has not taken vacation or elected to carry over **his or her** vacation shall have them paid out on the first payroll in December based on the previous May 31st year end.

### **18.3 First Incomplete Year of Service**

Subject to the provisions of Article 18.5(d) and (e), upon completion of six months of continuous service, an employee may schedule and take five days of vacation prior to May 31st with vacation pay calculated at the rate of four percent (4%) of gross wages earned during the first **six** (6) months of continuous service. In that case, the employee will be entitled to schedule and take the remaining **vacation days** in the employee's first vacation year with vacation pay calculated as the difference between four percent (4%) of gross wages earned as of May 31st and the vacation pay already paid out under this section.

### **18.4 Vacation Pay**

An employee is entitled to vacation pay calculated as a percentage of gross wages earned in the year preceding the vacation year:

- (1) First vacation year .....4%
- (2) Second vacation year.....4%

(3)	Third vacation year.....	6%
(4)	Fourth vacation year.....	6%
(5)	Fifth vacation year.....	6%
(6)	Sixth vacation year.....	6.2%
(7)	Seventh vacation year.....	6.4%
(8)	Eighth vacation year.....	6.6%
(9)	Ninth vacation year .....	6.8%
(10)	Tenth vacation year .....	7.0%
(11)	Eleventh vacation year .....	7.2%
(12)	Twelfth vacation year.....	7.4%
(13)	Thirteenth vacation year.....	7.6%
(14)	Fourteenth vacation year .....	7.8%
(15)	Fifteenth vacation year and above.	8.0%

**The first pay period in June, employees shall be notified of the vacation entitlement and percentage for the year.**

### **18.5 Vacation Scheduling**

(a) Except as provided in Article 18.6, vacations must be taken within the vacation year following the year in which the vacation is earned.

(b) An employee earns but is not entitled to receive vacation leave during the first six (6) months of continuous employment.

(c) Subject to operational requirements, the Employer will endeavour to allow as many full-time employees as possible to take their vacation at any time of the year.

(1) In peak work periods, a minimum of one (1) full-time Inspector at each point of assembly take his or her vacation subject to Article 18.5(d) of this Agreement;

- (2) Notwithstanding (1) above, during July, August and December a minimum of two (2) Inspectors and at a point of assembly may be away at time.
- (d) (1) A preference in selection of vacation time shall be determined at each of the Inspection Centres on the basis of seniority within the Inspection Centre. At head office a preference in selection of vacation time shall be determined by seniority in each department.
- (2) An employee shall be entitled to receive his or her vacation in an unbroken period. Employees wishing to split their vacation may exercise their seniority rights in their first choice within each vacation block. Seniority shall prevail in the choice of the subsequent vacation period, but only after all first vacation periods have been selected.
- (e) (1) Vacations schedules will be posted between February 1st and March 1st for the subsequent vacation year.
- (2) Employees who do not exercise their seniority rights during this period shall not be entitled to exercise those rights with respect to any vacation time previously selected by employees with less seniority. The Employer reserves the right to schedule vacation for those employees who have not selected their vacation by May 31<sup>st</sup> except for vacation to be carried over in accordance with Article 18.6 of this Agreement.
- (3) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.

## **18.6 Vacation Carry Over**

(a) An employee may carry over up to five (5) days vacation leave per vacation year except that such vacation carry over shall not exceed ten (10) days at any time.

(b) A single vacation period which overlaps the end of a vacation year (May 31<sup>st</sup>) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining May 31<sup>st</sup> shall not be considered a vacation carry over, nor as a choice for the subsequent vacation year.

## **18.7 Call Back From Vacation**

(a) Employees who have commenced their annual vacation shall not be called back to work, except in case of extreme emergency.

(b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all expenses incurred by him/herself, in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.

(c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation entitlement.

## **ARTICLE 19 - TRAINING**

### **19.1 Completion of Courses on Company Time**

Employees may be granted reasonable time during the regular work day to complete Employer-approved courses.

## 19.2 Reimbursement for Approved Courses

- (a) Employees who request courses shall, upon successful completion of Employer pre-approved job related courses, be reimbursed up to one hundred percent (100%) of Employer pre-approved costs.
- (b) Termination of employment will nullify any obligation of assistance by the Employer.

## 19.3 Training Away From Regular Point of Assembly

Where the Employer requires employees to take training away from their regular **point of assembly**, the Employer shall provide for all necessary, pre-approved and incurred expenses such as tuition and travel and may provide for other legitimate pre-approved and incurred expenses such as meals and accommodation.

## 19.4 Examinations

Employees shall be permitted to write any examination required by the Employer, upon satisfactory completion of the necessary term of service and training programs. Employees who fail an examination **are** eligible to be re-examined. **Employees may, upon request, discuss with the Human Resources department, to review their examination, but will not be given a copy of the exam,** This provision shall not apply to examinations set as a condition of employment.

# ARTICLE 20 - SPECIAL AND OTHER LEAVES

## 20.1 Bereavement Leave

- (a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to **bereavement** leave, at his/her regular rate of pay, from the date of death to and including the day of the funeral

with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed four (4) work days.

(b) Immediate family is defined as an employee's parent, spouse, child, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents-in-law, the employee shall be entitled to bereavement leave for one (1) day for the purpose of attending the funeral..

(d) Part-time employees shall be entitled to bereavement leave as outlined above, but such leave shall be without pay.

## **20.2 Special Leave**

(a) Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay for the following:

(1) marriage of the employee three (3) days;

(2) attend wedding of the employee's child one (1) day;

(3) birth or adoption of the employee's child one (1) day;

(b) Two (2) weeks notice is required for leave under (a)(1) and (2).

(c) For the purpose of (a)(2), leave with pay will be only for the work day on which the situation occurs.

(d) Part-time employees shall be entitled to special leave without pay.

### **20.3 Family Illness**

In the case of illness or hospitalization of the spouse or a dependent child of an employee, and no one at the employee's residence other than the employee can provide for the needs of the ill spouse or child, the employee shall be entitled, after notifying his/her supervisor, to a maximum of two (2) days leave without pay at any one time for this purpose. Proof of illness may be required if a pattern of consistent absences is developing.

### **20.4 Leave for Court Appearances**

(a) The Employer shall grant paid leave to full time employees who serve as jurors or witnesses in a court action, provided such **court** proceeding is not occasioned by the employee's private affairs.

(b) The employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

### **20.5 General Leave**

The Employer may grant leaves of absence without pay to an employee requesting such leave with good and sufficient reason. A request for a leave of absence in excess of one (1) week must be in writing to the Employer who shall reply in writing within ten (10) days of receipt of request. Approval shall not be unreasonably withheld. Requests for leave of absence without pay must satisfy the following conditions:



- (a) employees shall lose all seniority if new employment is taken on a leave of absence from the Employer;
- (b) the length of the leave of absence must be stated in writing to the Employer;
- (c) other health and welfare benefit coverage shall be continued until the end of the month in which the leave of absence commences. At the employee's option and with the permission of the carrier, other health and welfare benefit coverage may be continued upon the employee tendering premiums for the coverage prior to the commencement of the leave of absence.
- (d) leave of absences will not be granted for the purposes of other employment.

## **20.6 Maximum Leave Entitlement**

Leaves taken under Articles 20.2 and 20.3 shall not exceed a total of forty (40) hours per calendar year, unless additional special leave is approved by the Employer.

## **20.7 Maternity Leave**

- (a) An employee is entitled to maternity leave of up to **seventeen (17)** weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least eleven (11) weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave shall commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

## **20.8 Parental Leave or Adoption Leave**

**Upon written request at least four (4) weeks prior to commencement date, parental leave or adoption leave under this section shall be granted as follows.**

- (a) For a birth mother who takes leave under Clause 20.7 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause 20.7 unless the employer and employee agree otherwise.
- (b) For a birth mother who does not take leave under Clause 20.7 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.
- (c) For a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.
- (d) For an adopting parent, **up** to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- (e) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks.
- (f) The above leave requests must be supported by appropriate documentation.
- (g) An employee's combined entitlement to leave under Clause 20.7 and this section is limited to fifty-two (52)

weeks plus any additional leave the employee is entitled to under section 20.7 (c) or (i) below.

(h) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five **(5)** additional weeks of unpaid leave, beginning immediately after the end of the leave taken under (a), (b), (c) or (d) above.

## **20.9 Extension of Leaves**

Employees who are entitled to maternity, parental or adoption leave shall be entitled to an extended leave of up to an additional six **(6)** months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four (4) weeks prior to the expiration of leave taken.

## **20.10 Benefits Continuation**

(a) For leaves taken pursuant to Articles 20.7, 20.8, **and** 20.9 the Employer shall maintain existing coverage for medical, extended health, dental, and group life insurance and shall pay the Employer's share of the premiums, provided the employee provides payment prior to the first day of each month.

(b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Article **20.11** the Employer will recover monies paid pursuant to this Clause. It is specifically agreed that the Employer may withhold these monies from any final amounts owing to the employee for wages, holiday pay or other funds owing to the employee.

## **20.11 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 20.7, 20.8, **and** 20.9 commenced if he/she does not return to work.

## **20.12 Entitlements Upon Return to Work**

(a) Vacation entitlement shall continue to accrue while an employee is on leave pursuant to Articles 20.7, 20.8 and 20.9 providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year. Vacation pay shall be calculated pursuant to Article 18.4.

(b) An employee who returns to work after the expiration of maternity, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

(c) On return from maternity, parental, adoption or extension to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

## **ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY**

### **21.1 Statutory Compliance**

The Union and the Employer agree that they are bound by regulations made pursuant to statutes of the Province of British Columbia pertaining to health and safety of the working environment.

## 21.2 Safety Program

The Employer shall establish a Safety Committee and schedule monthly meetings with representatives of employees from each district to discuss health and safety matters. The Employer shall maintain a record of the meeting and matters discussed. Copies of the monthly report shall be sent to members of the Labour Management Committee. Each work site shall be entitled to a Union designated safety representative to report to the Safety Committee. Monthly meetings will be scheduled during normal working hours. Whenever a committee member attends during off duty hours, he/she shall be paid at straight time rates. The Union shall appoint five (5) members to the Safety Committee from amongst the safety representatives.

## 21.3 Unsafe Work Conditions

Where an employee acts in compliance with Section 3.12 and 3.13 of the Worker's Compensation Board **Occupational Health and Safety Regulations**, the employee shall not be subject to disciplinary action.

## 21.4 Injury Pay Provision

An employee who is injured on the job during working hours **shall first be seen by a First Aid Attendant and if required to leave for treatment or be sent home for such injury**, shall receive payment for the remainder of his or her shift.

## 21.5 Transportation of Accident Victims

Transportation to, and from if required, the nearest physician or hospital for employees, who in the opinion of the first aid attendant require initial medical care as a result of an on-the-job accident, shall be at the expense of the Employer.

## **21.6 Investigation of Accidents**

(a) Pursuant to **Division 10 of the Workers' Compensation Act**, all accidents requiring medical treatment or serious near misses, shall be investigated jointly by at least one (1) representative designated by the BCGEU and one (1) management representative.

(b) Reports shall be submitted on a mutually-agreed accident investigation form and copies sent to:

- (1) Workers' Compensation Board;
- (2) Occupational Health and Safety Committee;  
and
- (3) Area Office.

(c) In the event of a fatality, the Employer shall immediately notify the President, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

## **21.7 Occupational First Aid Requirements and Courses**

(a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with.

(b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the required type of First Aid Certificate shall be borne by the Employer and leave to take the necessary courses shall be granted with pay.

(c) Employees required to possess a First Aid Certificate and who are designated to act as the First Aid Attendant in

addition to their normal job responsibilities, shall receive a First Aid Premium of thirty cents (30¢) per hour.

(d) The Employer shall provide and maintain a certified first aid kit at each point of assembly as required by WCB regulations.

### **21.8 Unresolved Safety Issues**

Unresolved safety issues may be referred to the Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

### **21.9 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances**

The Employer agrees to comply with regulations made pursuant to WHMIS.

## **ARTICLE 22 - ADJUSTMENT PLAN**

Where the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, the parties shall conduct themselves as provided by Section 54 of the Labour Relations Code, as amended from time to time.

## **ARTICLE 23 - CONTRACTING**

### **23.1 No Contracting Out Which Results in Layoff**

The Employer agrees not to contract out any of the Employer's work covered by this Agreement which would result in the laying off of employees or failure to recall qualified employees.

## ARTICLE 24 - BENEFIT PLANS

### 24.1 Benefits

The Employer shall provide and pay seventy-five percent (75%) of the premium costs for permanent full-time employee, for the following existing benefits plans or as amended per Article 24.6:

- (a) British Columbia Medical Services Plan
- (b) Group Health as provided in the carrier's benefit booklet and as agreed to by the Parties.

The employer agrees to provide seven (7) days per year of paid sick leave, which may be carried over for a maximum of one (1) year or the company agrees to pay out to the employee seventy-five percent (75%) of the unused sick days to which the employee is entitled.

Sick days to be paid out on the first payroll of December, following the completion of the entitlement year.

For the purpose of this article, the sick days shall be calculated on the twelve (12) month period commencing June 1<sup>st</sup> and ending May 31<sup>st</sup>. Any employee becoming entitled to sick days during the calculation period shall receive a pro-rata entitlement.

### 24.2 Health and Welfare

Permanent part-time employees shall receive sixty cents (60¢) for each straight-time hour worked in lieu of health and welfare benefits.



### **24.3 Doctor's Certificate of Inability to Work**

(a) The Employer may require an employee who is unable to work because of illness or injury to provide a statement from a qualified medical practitioner. The Employer may also require an employee who is returning to work from illness or injury to provide a statement from a qualified medical practitioner certifying the employee is fit to return to work.

(b) The cost of all medical certificates required by the Employer, or the Employer's carrier, shall be borne by the Employer.

### **24.4 Medical Examination**

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time. The medical examination or medical interview may be conducted by a physician of the Employer's choice.

### **24.5 Subrogation**

(a) Weekly indemnity benefits will be reduced by all disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence. Other disability income benefits will include:

(1) any amount the absent employee receives from group insurance, wage continuation or pension plan of the Employer;

(2) any amount of disability income provided by any compulsory act or law, except Unemployment Insurance sickness benefits and WCB benefits;

(3) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

(b) Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

(1) one hundred percent (100%) of pay; or

(2) the applicable benefit percentage of the individual's average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of his/her total monthly income.

(c) Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive weekly indemnity benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay.

This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

## 24.6 Arrangement of Benefit Plans

(a) The benefits plan shall be jointly administered by the Employer and the Union through a committee with equal representation. The joint Employer/Union committee, may from time to time, amend the benefit coverage.

(b) The Employer's cost of providing benefits to eligible employees will be based upon the fixed contributions at date of ratification. The cost of the benefit plan will be fixed for a period of twelve (12) months from the date of the commencement of the agreement. The cost is subject to a maximum escalation of 5% per year there after for the duration of the Collective Agreement except for any increases from Medical Services of BC for which the Employer shall be liable for 75% of the increase.

(c) The joint Employer/Union committee shall review any cost savings achieved. These savings will be rebated to the employees through either premium reduction, premium holidays or a method determined by the committee.

(d) The Union and the Employer's recognize and agree that the obligation and liability with regard to providing the benefit and insurance coverage agreed to in this article is in all events limited to arranging the underwriting of coverage by insurers and to the internal procedural administration of the plans. The Union and the Employer **shall not** be held liable for refusal by insurers to underwrite any plan, for cancellation of coverage by insurers, or for the rejection of any claim or claims by insurers.

## 24.7 Employee's Responsibility

It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans. Neither the

Union nor the Employer has any direct responsibility for ensuring that all requirements of eligibility or conditions of coverage or entitlement to benefits are made by the employee beyond the obligations specifically stipulated in this Agreement.

#### **24.8 EAP Program**

The Employer will implement and fund an Employee Assistance Program for all employees.

### **ARTICLE 25 - EMPLOYEE EQUIPMENT AND CLOTHING**

#### **25.1 Uniforms**

(a) The Employer shall provide and maintain the appropriate uniform or wearing apparel to employees required to wear a uniform or standard form of apparel.

(b) The Employer shall not introduce changes in style of uniforms without prior consultation with the Union.

(c) All issue clothing shall be new wherever possible. If used clothing must be issued, it shall be cleaned and in good condition, Used footwear shall not be issued at any time. This shall not include outer footwear such as overshoes, etc.

(d) Beginning the first year of this contract, the Company will provide new uniforms every three (3) years, or such sooner dates as the Company decides in its sole discretion. The Labour Management Committee shall make non-binding recommendations to the Company regarding the type, quantity, style and quality of uniforms. For purpose of this clause, start date, shall have been 1996.

(e) The employer agrees to issue a parka to all employees for their use at work during the winter season. Such parka

shall either be new or cleaned and in good condition upon issue to the employee. An employee who leaves the employment of the Employer shall be required to return the parka which will only be reissued to another employee if it is in good condition and after being cleaned.

## **25.2 Tools**

- (a) Employees will not be required to provide work tools or equipment.
- (b) The Labour Management Committee shall make non-binding recommendations to the Company regarding tools and equipment.

## **ARTICLE 26 - RATES OF PAY AND CLASSIFICATION**

### **26.1 Rates of Pay**

Employees shall be paid in accordance with the rates of pay as set out in Appendix B.

### **26.2 Classifications and Salary Assignments**

- (a) When a new or substantially altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree, the matter will be referred to arbitration, pursuant to Article 9. In determining an appropriate rate of pay for the position, the parties and the arbitrator shall compare the new position to existing positions in the bargaining unit with respect to the skill, effort and responsibility required in the performance of the work and the conditions under which the work is performed.
- (b) Upon the new or substantially altered position being introduced, an employee may be placed in the position and

paid a rate set by the Employer. Upon a rate being established in accordance with the provisions of the collective agreement, the employee will be paid the established rate with adjustment being made to the rate retroactively if necessary.

(c) The recognized job description for each bargaining unit position shall be the job description presented by the Union.

(d) It is recognized that there will be other duties that the Employer may assign to employees that are not listed in the specific job descriptions. **In cases where the Employer is unable to recruit sufficient qualified employees for immediate availability, the most junior employee shall be required to work the assignment.**

(e) The Employer and the Union shall meet within five (5) days of the establishment of a new position or newly created work to bargain/negotiate the inclusion of the position in the bargaining unit, if appropriate, the job description and rate of pay. If the Parties are unable to agree, the matter will be referred to arbitration pursuant to Article 9.

### 26.3 Pay Days

(a) Employees shall be paid biweekly.

(b) A comprehensive statement detailing all payments, allowances and deductions shall be provided for each pay period.

(c) The Employer and the Union agree that the Employer will direct deposit, without cost to the employee, an employee's pay in a participating chartered bank, trust company or credit union of the employee's choice. The Union and the Employer agree that upon commencement of employment, the employee will authorize the direct deposit in writing.

## **26.4 Substitution Pay**

(a) An employee will be granted substitution pay for a minimum of two (2) hours where the employee is designated **or** assigned by the manager or their designee, to perform the principal duties of a higher paying position. Substitution pay is not payable when an employee has not been designated or assigned by the employer to substitute at the point of assembly.

(b) Substitution to a higher paying position shall be offered to the most senior qualified employee in the appropriate classification at the point of assembly.

(c) The Employer shall establish and maintain a list of qualified employees eligible for substitution to the assistant manager rate:

(1) Employees shall apply in writing for placement on the list;

(2) Qualifications shall be established by the Employer and the union and reviewed as required.

## **26.5 Reporting Pay**

Employees who report for work at the call of the Employer shall be guaranteed a minimum of:

(a) four (4) hours pay at the employee's classified straight time rate of pay if the employee commences work; or

(b) two (2) hours pay at the employee's classified straight time rate of pay if the employee does not commence work.

## **26.6 Pay on Temporary Assignment**

**An** employee temporarily assigned by the Employer to a position with a rate of pay lower than his regular rate shall maintain his/her regular rate.

## **ARTICLE 27 - PREMIUMS AND ALLOWANCES**

### **27.1 Notice of Work Schedules**

In the event that a regularly scheduled employee's work schedule or shift is changed without three (3) days' advance notice, (full-timers and those scheduled under **14.3(b)**) and the change results from the fault of the Employer, the employee shall receive a premium of one dollar (\$1.00) per hour for work performed on the first shift to which he/she was changed.

### **27.2 Exchange of Shifts**

Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

### **27.3 Vehicle Allowance**

Vehicle allowances for all distances travelled on Employer business shall be paid to employees required to use their own vehicles in the performance of their duties. Vehicle allowances shall be **forty-two cents (42¢)** per kilometre.

### **27.4 Meal Allowance**

Employees on **approved** travel status shall be reimbursed for receipted expenses for meals during the time spent away in accordance with the Employer's current policy.



## **27.5 Telephone Allowance**

**Employees on travel status who are required to obtain overnight accommodation shall be entitled to claim up to five dollars (\$5.00) per night in telephone charges to call home to or within British Columbia.**

## **27.6 Janitorial Work**

All employees, shall have the right to refuse to perform janitorial duties without being subject to disciplinary action for so refusing, except where the Employer is unable to recruit sufficient employees on site. In such a case employees, in reverse order of seniority, shall be required to perform the janitorial duties.

## **27.7 Shift Premium**

Employees employed as Technicians and Mechanical Technicians, and scheduled to commence work between the hours of 3:00 p.m. and 10:59 p.m. inclusive, shall receive a shift premium of \$0.50 for all hours worked.

# **ARTICLE 28 - LABOUR MANAGEMENT COMMITTEE**

## **28.1 Committee**

(a) The Employer and the Union agree to establish a Labour/Management Committee comprised of two (2) Employer designates and two (2) Union Representatives. The Committee shall meet at the request of either party, but not more than once per month at a place and time to be mutually agreed.

(b) The Committee shall be co-chaired by an Employer and Union representative. The purpose of the meetings shall be to exchange information of mutual interest, to review

administrative matters arising from this Agreement, to review trends in training programs for the purpose of evaluating potential employee needs, and to maintain effective Union/Management relations. Any discussion of grievances as defined by this Agreement, shall be treated strictly on a "*without prejudice*" basis.

## **ARTICLE 29 - GENERAL CONDITIONS**

### **29.1 Point of Assembly**

Each employee will be assigned a regular point of assembly, such as an inspection centre or office.

### **29.2 Employer Vehicle Use**

An employer vehicle will be made available to technicians for reasonable use in the field.

### **29.3 Indemnity**

#### **(a) *Civil Actions***

Except where there has been misconduct or flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an employee arising out of the proper performance of his/her duties. So long as no conflict of interest arises between the Employer and the employee, the Employer agrees to provide legal representation for the employee at its expense.

#### **(b) *Criminal Actions***

Where an employee is charged with an offence resulting directly from the proper performance of his/her duties and is

subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against him or her, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

- (1) when the employee is first approached by any person or organization notifying him/her of intended legal action against him/her;
- (2) where any investigative body or authority first notifies the employee of investigation or other proceeding which might lead to legal action against the employee;
- (3) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that he/she might be the object of legal action; or
- (4) when the employee receives notice of any legal proceeding of any nature or kind.

#### **29.4 Payroll Deductions**

- (a) An employee shall be entitled to have deductions from his/her salary assigned for the purchase of Canada Savings Bonds.
- (b) In the case of an employee who is receipt of **Employment Insurance sick leave benefits**, Workers' Compensation benefits or who is on unpaid leave of absence,

the required amount must be paid prior to the first day of each month.

## **29.5 Copies of Agreement**

(a) Copies of the Agreement will be printed for distribution to each employee. The cost of such printing and distribution shall be borne equally by the parties.

The Union shall distribute the Collective Agreements to its members and the Employer shall reimburse the Union for fifty percent (50%) of the distribution costs.

(b) The cover of the Agreement shall read as follows:

COLLECTIVE AGREEMENT  
between  
ENVIROTEST CANADA  
and the  
B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION  
(BCGEU)  
Effective September 1, **2003** to August 31, **2006**

(c) All Agreements shall be printed in a union shop and shall bear a recognized union label.

(d) The Union will provide copies of the printed Agreement to the Employer within ninety (90) days of the signing. The Employer will distribute to the stewards by internal mail, who then will provide each member with a copy. Ninety (90) days may be waived in extenuating circumstances.

## **29.6 Cashier Policy**

Employees who perform duties as cashiers shall not be penalized for cash errors, except as provided under the

progressive discipline system. Cashiers who do make excessive and too frequent cash errors shall be:

- (a) provided with further training as a cashier; or,
- (b) liable for disciplinary action provided there was no success in (a).

## **ARTICLE 30 - TERM OF AGREEMENT**

### **30.1 Term of Agreement**

This Agreement shall be binding on the parties and shall be effective from the date of ratification until midnight August 31, **2006**.

### **30.2 Notice to Bargain**

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after April 30, **2006**, but in any event not later than midnight, May 31, **2006**.

(b) Where no notice is given by either party prior to May 31, **2006**, both parties shall be deemed to have given notice under this section on May 31, **2006**.

(c) All notices on behalf of the Union shall be given by the President of the Union or his/her designate and similar notices on behalf of the Employer shall be given by the General Manager or his/her designate.

(d) Where a party to this Agreement has given notice under sub-section (a) above, the parties shall, within ten (10) days after the notice was given or at such other times as may be mutually agreed, commence collective bargaining.

(e) Should the province of British Columbia decide or should the Employer decide that its contract for motor vehicle inspection will not be renewed, the obligation to engage in collective bargaining with the Union shall cease for all purposes as of that date.

### **30.3 Agreement to Continue in Force**

Both parties shall adhere fully to the terms in this Agreement during the period of bona fide collective bargaining.

### **30.4 Changes in Agreement**

Any change deemed necessary in this Agreement may be made by mutual agreement of the parties hereto any time during the life of this Agreement.

### **30.5 Limitations**

(a) The signing of this Agreement supersedes all other Agreements and understandings between the parties hereto.

(b) The parties hereto agree that the operation of Section 50(2) and 50(3) of the Labour Relations Code is hereby excluded.

## APPENDIX A

General Manager  
District Manager  
Financial Manager  
Public Relations Manager  
**Engineering Manager**  
**Maintenance Manager**  
Human Resources Manager  
Human Resources Assistant  
Systems Manager  
Station Manager  
Quality Assurance Manager  
Manager of **Operations and** Contract  
Performance

## APPENDIX B

Classification		Sep. 1, 2003	Sep. 1, 2004	Sep. 1, 2005
Lane Inspector	Probation:	12.35	12.65	12.95
	End of Probation:	14.35	14.65	14.95
	After 1 year:	15.15	15.45	15.75
	After 2 years:	16.15	16.45	16.75
Clerk IV	Probation:	17.85	18.15	18.45
	End of Probation:	18.85	19.15	19.45
	After 1 year:	19.10	19.40	19.70
	After 2 years:	19.35	19.65	19.95
Clerk III	Probation:	16.85	17.15	17.45
	End of Probation:	17.85	18.15	18.45
	After 1 year:	18.10	18.40	18.70
	After 2 years:	18.35	18.65	18.95
Clerk II	Probation:	15.85	16.15	16.45
	End of Probation:	16.85	17.15	17.45
	After 1 year:	17.10	17.40	17.70
	After 2 years:	17.35	17.65	17.95
Clerk I	Probation:	14.85	15.15	15.45
	End of Probation:	15.85	16.15	16.45
	After 1 year:	16.10	16.40	16.70
	After 2 years:	16.35	16.65	16.95
Payroll I/ Accounting II	Probation:	18.15	18.45	18.75
	End of Probation:	19.15	19.45	19.75
	After 1 year:	19.40	19.70	20.00
	After 2 years:	19.65	19.95	20.25
Accounting I	Probation:	17.15	17.45	17.75
	End of Probation:	18.15	18.45	18.75
	After 1 year:	19.40	19.70	20.00
	After 2 years:	19.65	19.95	20.25



Classification		Sep. 1, 2003	Sep. 1, 2004	Sep. 1, 2005
Info Line I	<i>Probation:</i>	15.10	15.40	15.70
	<i>End of Probation:</i>	16.10	16.40	16.70
	<i>After 1 year:</i>	16.35	16.65	16.95
	<i>After 2 years:</i>	16.60	16.90	17.20
Tech III	<i>Probation:</i>	20.85	21.40	21.95
	<i>End of Probation:</i>	21.85	22.40	22.95
	<i>After 1 year:</i>	22.10	22.65	23.20
	<i>After 2 years:</i>	22.35	22.90	23.45
Tech II	<i>Probation:</i>	19.85	20.40	20.95
	<i>End of Probation:</i>	20.85	21.40	21.95
	<i>After 1 year:</i>	21.10	21.65	22.20
	<i>After 2 years:</i>	21.35	21.90	22.45
Tech I	<i>Probation:</i>	18.85	19.40	19.95
	<i>End of Probation:</i>	19.85	20.40	20.95
	<i>After 1 year:</i>	20.10	20.65	21.20
	<i>After 2 years:</i>	20.35	20.90	21.45
Assistant Manager	<i>Probation:</i>	16.85	17.15	17.45
	<i>End of Probation:</i>	17.85	18.15	18.45
	<i>After 1 year:</i>	18.10	18.40	18.70
	<i>After 2 years:</i>	18.35	18.65	18.95
Mechanical Tech II	<i>Probation:</i>	17.85	18.40	18.95
	<i>End of Probation:</i>	18.85	19.40	19.95
	<i>After 1 year:</i>	19.10	19.65	20.20
	<i>After 2 years:</i>	19.35	19.90	20.45
Mechanical Tech 1	<i>Probation:</i>	16.85	17.40	17.95
	<i>End of Probation:</i>	17.85	18.40	18.95
	<i>After 1 year:</i>	18.10	18.65	19.20
	<i>After 2 years:</i>	18.35	18.90	19.45

Employees employed by the Company on July 5, 1993, will have a common anniversary date of September 1<sup>st</sup>. Employees

who were hired into a classification after July 5, 1993, will have an anniversary date of their hire. Wage increase will occur on each employee's anniversary date.

**All wage categories are increased by:**

**\$0.40 on September 1, 2003**

**\$0.30 on September 1, 2004**

**\$0.30 on September 1, 2005**

**Reclassification of Technicians & Mechanical Technicians:**

**\$0.25 on September 1, 2003**

**\$0.25 on September 1, 2004**

**\$0.25 on September 1, 2005**

# **MEMORANDUM OF UNDERSTANDING #1**

**Between**

**Envirotest Canada**

**("the Employer")**

**and**

**BC Government and Service Employees' Union**

**("the Union")**

## **INSPECTION CENTRES**

1. The Employer has the right to schedule part-time employees to work at each of its Inspection Centres.
2. (a) The Employer will assign weekly blocks of shifts in order of seniority to part-time employees in the Inspector classification at each Inspection Centre. The most senior part-time employee shall be scheduled for the weekly block of shifts containing the greatest number of hours.  
  
(b) Where additional work becomes available on a daily basis, it shall be offered to employees either:
  - (i) available at the Inspection Centre in order of seniority, providing it does not result in overtime; or,
  - (ii) where the work is not offered to employees at the Centre, it shall be offered to employees off site in order of seniority at the Inspection Centre.

(c) Part-time employees who have restricted their availability ("*restricted employee*") are entitled to maintain such restriction. Restricted employees will be scheduled according to their seniority along with all other employees. In the event their scheduling conflicts with their declared restriction, restricted employees shall then be scheduled, after initial scheduling, according to their seniority.

3. Nothing in this Memorandum of Understanding shall preclude the Employer from laying off employees in accordance with the provisions of Article 13 if there is insufficient work to maintain this level of full time employment.
4. Where one of the full-time positions referred to in this Memorandum becomes vacant and there is sufficient work available for the position to be filled, the Employer will post the vacancy in accordance with the provisions of Article 12 of the Collective Agreement.
5. An employee who can demonstrate an assurance of full time employment at time of hire shall have his/her name added to the list. Such claims shall be made within thirty (30) days of ratification of the Agreement and will only apply to those employees hired in 1992.

## MEMORANDUM OF UNDERSTANDING #2

Between

Envirotest Canada

("the Employer")

and

BC Government and Service Employees' Union

("the Union")

Whereas the Employer has declared its intention to install video monitoring equipment in the AirCare **worksites**, the Union has expressed its concern with respect to the use of such video monitoring equipment, the parties agree as follows:

(a) Video monitoring equipment may be used to protect the safety of employees, secure the Employer's property, and maintain the integrity of the test process. **The Employer shall disclose to the Union/Stewards the location of any and all monitoring cameras.**

(b) Video records derived from the video monitoring equipment will not be used as evidence to support discipline for performance related issues unless the discipline involves: conduct that is wilful, flagrant or grossly negligent and results in injury; the security of the Employer's property; or the integrity of the test process.

(c) Nothing in this Letter of Understanding shall be deemed to limit the right of the Employer to use the video records derived from the video monitoring equipment for training and process improvement purposes.

(d) Video records will be kept confidential. Access will be limited to those individuals requiring access for the reasons outlined in Clauses (a) through (c) above.

(e) Video monitoring equipment will not be installed by the Employer in staff washrooms, lunchrooms, locker areas **and employee lounges.**

(f) The Union agrees not to file any grievance concerning the Employer's installation of the video monitoring equipment in the AirCare **worksites.**

# **MEMORANDUM OF UNDERSTANDING #3**

**Between**

**Envirotest Canada**

**("the Employer")**

**and**

**BC Government and Service Employees' Union**

**("the Union")**

The parties agree that the purpose of this LOU is to provide clarification of the term "*sufficient*" as it is used in Article 16.3. Nothing in this LOU is intended to limit or otherwise alter the rights of either party in any other provision of the collective agreement.

Pursuant to Article 16.3, where requested by either party at the local level, the following process will be used as an aid to determining when sufficient qualified employees are available to test vehicles at the end of the day.

The manager on duty will assess the vehicle traffic in the queue at or near 15 minutes prior to closing.

(a) If there are 2 or fewer cars in each open lane, the manager will place a cone/sawhorse behind the vehicles in up to 50% of the lanes. This will indicate that these lanes will be closed once the vehicles in those lanes are tested. Lane 1 at each station will not be closed until all vehicles have been tested.

(b) If there are more than 2 cars in each open lane, all open lanes will continue to test cars until the 2 car limit is reached. Then, the procedure in (a) above will apply.

Once the lane or lanes are set up to be closed (i.e., the cone/sawhorse is placed behind a vehicle), they will only be reopened if

(c) There is an end-of-day rush that results in any of the remaining lanes reaching 5 cars or more. If this occurs, the lanes that had previously been designated to close will reopen until the 2-car limit is reached, at which time the procedure in (a) above will apply.

(d) There is a malfunction in one of the lanes remaining open that make it impossible to continue testing vehicles in that lane. If this occurs, and one or more of the lanes designated to close will reopen. Every reasonable effort will be made to accommodate senior employees who wish to go home, by replacing them with onside and available junior employees.

The parties agree to review the operation of this agreement and resolve any issues through the Labour Management Committee.



MEMORANDUM OF UNDERSTANDING #4

Between

Envirotest Canada

("the Employer")

and

BC Government and Service Employees' Union

("the Union")

The Employer shall, with input from employees, produce job descriptions for each classification in the bargaining unit. Each classification's job description will be reviewed by a Joint Union and Employer Committee. When the Committee has agreed that the job description is accurate, it will be signed off by the Committee. This process will be completed within six (6) months of ratification of the Collective Agreement.

**MEMORANDUM OF UNDERSTANDING #5**

**Between**

**Envirotest Canada**

**("the Employer")**

**and**

**BC Government and Service Employees' Union**

**("the Union")**

**RE: Acting Assistant Manager Selection Process**

**The Parties agree that the Joint Labour Management Committee will review and mutually agree to a process for selection of Acting Assistant Manager positions.**

MEMORANDUM OF UNDERSTANDING #6

Letter of Understanding  
Between  
Envirotest Canada  
("the Employer")  
and  
BC Government and Service Employees' Union  
("the Union")

RE: Full-Time Lane Inspector Status -- **72** Hours Bi-weekly

As will all positions, the number of seventy-two (72) hour bi-weekly full-time employees will be determined by operational requirements at each point of assembly.

All full-time Lane Inspectors employed at the signing of this agreement, who choose to take a seventy-two (72) hour position, shall be allowed a one-time option to return to a eighty (80) hour bi-weekly position provided they remain at their home station (the station they work at on the signing of this agreement). An employee forfeits this right if they transfer to another station. Any employees hired after this date are subject to all articles of the Collective Agreement regarding hours of work, work days and shift patterns.

Pursuant to the Collective Agreement, seventy-two (72) hour bi-weekly employees have three (3) days off every other week. The extra day off will be made available in accordance with operational requirements. The extra scheduled day off for those Inspectors choosing the seventy-two (72) hour bi-weekly hours of work option by February 1, **2004** will be granted in accordance with

seniority. After February 1, 2004, requests for moving to a seventy-two (72) hour bi-weekly position will be granted subject to operational requirements and on a first-come, first-serve basis.

It is understood that the Employer may choose not to post a full-time vacant position or post a full-time vacant position as either eighty (80) hours bi-weekly or seventy-two (72) hours bi-weekly. Employees opting for a transfer or applying for a posting will be subject to the hours as they are posted or available.

Full-time employees (eighty (80) hours or seventy-two (72) hours) may be asked to work extra hours pursuant to Article 16.3 and the Memorandum of Understanding re: Overtime.

Over time will be paid pursuant to Article 16. Specifically, daily overtime at time and one-half will be paid for the first three hours in excess of eight (8) hours, or in excess of the regular shift, whichever is greater. Any daily overtime hours worked in excess of these hours will be paid at double time. Weekly overtime will be paid as follows: straight time for all hours worked up to forty (40) hours in a week. Time and one-half for hours worked over forty (40) up to forty-eight (48) hours in a week and double time for hours worked over forty-eight (48) hours in a week.

Meal and Rest Period will be paid pursuant to Article 14.5 and 14.6.

Group Benefits will be provided pursuant to Article 24. Any Group Benefits dependent on income will be adjusted in accordance with the Group Benefit Plan.

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Pursuant to Article 14.9 - Guarantee, nothing in this Memorandum of Understanding is to be construed as a guarantee of hours of work per day or per week.

This Memorandum of Understanding forms part of the Collective Agreement and remains in full force and effect in the same manner as all articles within this agreement.

**SIGNED ON BEHALF  
THE UNION:**

George Heyman,  
President

David Cumming,  
Bargaining Chair

Toni Campbell,  
Bargaining Committee

David McColl,  
Bargaining Committee

Barbara Crowley,  
Staff Representative

Barbara Offen,  
Staff Representative

**SIGNED ON BEHALF OF  
OF THE EMPLOYER:**

Ed Theobald,  
General Manager

Carrie McVeigh,  
Human Resources Manager

Sarah Virk,  
Human Resources Coordinator

Signed this 23<sup>rd</sup> day of March, 2005.

**cope 378**

# ENVIROTEST SYSTEMS (BC) LTD.

## EMPLOYEE MEMO

**TO:** All Full Time Union Employees  
**FROM:** Carrie McVeigh, Human Resources Manager  
**DATE:** September 23, 2005  
**RE:** Standard Life, September 1, 2005 Renewal

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Our Group Insurance program with Standard Life renewed on September 1, 2005.

Last year our benefit consultant Jardine Lloyd Thompson Canada Inc. conducted a complete analysis and market survey of our group insurance program. **As** a result, our benefit program was transferred to Standard Life effective June 1, 2004.

At that time as the overall premium was reduced, several plan enhancements were introduced.

However, due to the high utilization of our benefit program since June 1, 2004, our Extended Health and Dental Care claims have exceeded the premium paid. **As** a result, the underwriter had requested an overall increase in the monthly premium of approximately 29.6%. Our broker was able to negotiate a lower increase to an overall of approximately 22%.

The following provides an explanation for the rate increases:

Rate Change	Reason for Rate Change
Group Life, no change	<ul style="list-style-type: none"><li>• Rate was guaranteed for 2 years</li></ul>
Long Term Disability, no change	<ul style="list-style-type: none"><li>• Rate was guaranteed for 2 years</li></ul>
Extended Health, increased by approximately 35%	<ul style="list-style-type: none"><li>• Increased utilization</li><li>• Increased cost of prescription drugs</li><li>• Government cutbacks on benefits covered</li></ul>
Dental, increased by approximately 26%	<ul style="list-style-type: none"><li>• Increased utilization</li><li>• Annual increase in Provincial Fee Guide</li></ul>

The committee met with our benefit consultant from Jardine Lloyd Thompson Canada Inc. to find a way to reduce the increases in costs and yet continue to provide an affordable program.

A number of benefit change options were presented and a decision was made to reduce several of the enhancements made in June of 2004.

Therefore, effective September 1, 2005 the following changes will be implemented:

#### EXTENDED HEALTH

- Change **Vision Care** reimbursement from the current 100% to **80%**
- Change **Vision Care** maximum from the current \$150/2 years to **\$120/2 years**
- **Prescription Drug** reimbursement from the current 90% to **80%**
- **Prescription Drugs – Generic drugs** first (brand name allowed with physician note advising “no substitution” or if Generic is not available)

#### DENTAL CARE

- Change **recall exams** from once / 6 months to **once / 9 months**

The above changes in coverage have reduced the overall premium increase from approximately 22% to 14%. The results of the renewal increase will be reflected in your cost sharing (payroll deductions). We treat our benefit plan as a whole package, which means that when there are increases or decreases to the various benefits everyone on group benefit plan is affected, regardless of their coverage. You will see the slight increase on your first pay in October.

Please refer to the attached for a summary of our benefit plan as of September 1, 2005.

Group Insurance is an important benefit to all of our families and to us. We will continue to do our best to obtain the most comprehensive group insurance package at the most competitive price, but our ability to do so is largely determined by the use of the plans. Let's all do our part to use them wisely and responsibly.

If you have any questions, please see me.





**Envirotest**  
**Canada**  
contractor for AirCare

# ENVIROTEST SYSTEMS (BC) LTD.

## UNION EMPLOYEES SUMMARY OF BENEFITS

Standard Life: Policy No. 14988 Coverage Effective June 1, 2004  
ACE INA: Policy No. ABT 50 03 67 Coverage Effective June 1, 2004

<b>Waiting Period &amp; Effective Date:</b>	1 <sup>st</sup> of the month coincident with or next following the date of employment
<b>Eligibility:</b>	Employed on a permanent full-time or permanent part-time basis for at least 20 hours per week
<b>Reduction of Life and AD&amp;D:</b>	50% at age 65
<b>Cost Sharing:</b>	Employer 58.5% and Employee 41.5%

BENEFIT	COVERAGE
<b>Group Life Insurance</b> Benefit Termination of Benefit	(Standard Life) \$30,000 Reduces to 50% at age 65; Terminates at age 70 or earlier retirement
<b>Accidental Death &amp; Dismemberment</b> Benefit <b>AD&amp;D Critical Illness Rider</b> Benefit Maximum Covered Illnesses Requirements Pay-out	(ACE INA Life Insurance) An amount equal to your Group Life coverage (ACE INA Life Insurance) 10% of the Accidental Death & Dismemberment Principal Sum \$5,000 Cancer, Heart Attack, Kidney Failure, Stroke - Coverage must have been in effect for 90 days - Insured must be under age 65 - Insured must survive for a period of 30 days
<b>Life Insurance</b> Employee & Spouse Termination of Benefits	(Standard Life) Units of \$10,000 to a maximum of \$300,000; Evidence of Insurability is required Age 65 or earlier retirement
<b>Long Term Disability</b> Benefit Maximum Benefit Elimination Period Definition of Disability Tax Status of Benefit	(Standard Life) 66.7% of monthly earnings \$2,000 119 days 2 year "own occupation", thereafter, "any occupation", to age 65 Non-taxable
<b>Employee Assistance Plan</b> Phone Line	(Wilson Banwell) Call 24 hours a day / 7 days a week to 1-800-663-1142

**ENVIROTEST SYSTEMS (BC) LTD.  
UNION EMPLOYEES SUMMARY OF BENEFITS (cont'd)**

<p><b>Extended Health</b> Maximum Benefit In-Province Outside Canada Referral Out-of-Canada Emergency Reimbursement In-Province Outside Canada Referral Out-of-Province Emergency Vision Care Reimbursement Benefit Eye Examinations Pay Direct Drug Card  Hospitalization Paramedical Services  Private Duty Nursing Custom Made Orthopedic Shoes &amp; Orthotics Travel Assistance Program Termination of Benefit Survivor Benefit</p>	<p>(Standard Life)  Unlimited, expenses incurred in Canada \$50,000 per calendar year \$5,000,000 per calendar year  80% 80% 100%  <b>80%</b> <b>\$120 / 24 months</b> (12 months dependent children) \$35 / 24 months (12 months dependent children) <b>80%</b> reimbursement – Dispensing Fee Deductible – <b>Generic</b> Drugs first (brand name allowed with physician note advising “no substitution”) 100% reimbursement, in-Canada, private \$500 per practitioner per calendar year psychologist, ergotherapist, chiropractor, naturopath, osteopath, physiotherapist, podiatrist or chiropodist – no physician referral acupuncturist, massage therapist, speech therapist – physician recommendation required \$10,000 per calendar year \$500 per calendar year combined maximum Included, 6 months Age 70 or earlier retirement 24 months</p>
<p><b>Dental Care</b> Co-Insurance Basic Services Major Restorative Services Orthodontic Services Maximums Basic Services Major Restorative Services Orthodontic Services (for <b>adults</b> and dependent children) Recall Exams Termination of Benefit Survivor Benefit</p>	<p>(Standard Life)  100% 50% 50%  \$1,500 per calendar year Combined with Basic Services \$2,000 lifetime  <b>Once / 9 months</b> Age 70 or earlier retirement 24 months</p>



THE STANDARD LIFE ASSURANCE COMPANY

***Your Group Insurance Benefits***

***Envirotest Systems (BC) Ltd.***

***Class 102  
Union Employees***

Policy  
14988

Effective Date  
June 1, 2004

**Table Of Contents**

Summary Of Benefits for class Union Employees.....	102:1
<b>1. GENERAL PROVISIONS — DEFINITIONS .....</b>	<b>1:1</b>
1.1. ACCIDENTAL INJURY.....	1:1
1.2. ACTIVELY AT WORK .....	1:1
1.3. DEPENDENTS.....	1:1
1.4. ELIMINATION PERIOD.....	1:2
1.5. EMPLOYEE.....	1:2
1.6. ILLNESS, DISEASE, SICKNESS .....	1:2
1.7. INCOME .....	1:2
1.8. NET INCOME.....	1:2
1.9. PHYSICIAN.....	1:3
1.10. SPECIALIST.....	1:3
<b>2. GENERAL PROVISIONS — INSURANCE .....</b>	<b>2:1</b>
2.1. EMPLOYEE ELIGIBILITY .....	2:1
2.2. DEPENDENTS ELIGIBILITY .....	2:1
2.3. EFFECTIVE DATE OF INSURANCE.....	2:1
2.4. CHANGE IN COVERAGE.....	2:2
2.5. TERMINATION OF INSURANCE.....	2:2
2.6. CLAIMS.....	2:2
2.7. BENEFICIARY .....	2:2
<b>3. PARTICIPANT'S LIFE INSURANCE BENEFIT.....</b>	<b>3:1</b>
3.1. SUM INSURED.....	3:1
3.2. CONVERSION PRIVILEGE .....	3:1
3.3. EXTENSION OF LIFE INSURANCE WITHOUT PREMIUM PAYMENT .....	3:2
3.4. WAIVER OF PREMIUMS.....	3:2
3.5. LIVING BENEFIT .....	3:3
<b>4. PARTICIPANT'S OPTIONAL LIFE INSURANCE BENEFIT.....</b>	<b>4:1</b>
4.1. SUM INSURED.....	4:1
4.2. CONVERSION PRIVILEGE .....	4:1
4.3. EXTENSION OF LIFE INSURANCE WITHOUT PREMIUM PAYMENT .....	4:2
4.4. WAIVER OF PREMIUMS.....	4:2
4.5. NON-SMOKER STATUS.....	4:2
4.6. LIVING BENEFIT.....	4:2
4.7. EXCLUSION .....	4:4
<b>5. SPOUSE'S OPTIONAL LIFE INSURANCE BENEFIT .....</b>	<b>5:1</b>
5.1. SUM INSURED.....	5:1
5.2. WAIVER OF PREMIUMS.....	5:1

rg mla01c

**The Standard Life Assurance Company**

page | 2004/07/08

/00

**Your Group Insurance Benefits**

5.3. EXCLUSION.....	5:1
<b>6. LONG TERM DISABILITY INCOME BENEFIT.....</b>	<b>6:1</b>
6.1. INSURING AGREEMENT .....	6:1
6.2. AMOUNT OF INCOME.....	6:1
6.3. DEFINITION OF DISABILITY .....	6:1
6.4. REHABILITATION PROGRAM.....	6:2
6.5. REDUCTIONS AND INTEGRATION OF BENEFITS.....	6:2
6.6. WAIVER OF PREMIUMS.....	6:3
6.7. TERMINATION OF INCOME.....	6:3
6.8. RESTRICTIONS AND EXCLUSIONS .....	6:3
<b>7. HEALTH INSURANCE BENEFIT.....</b>	<b>7:1</b>
7.1. INSURING AGREEMENT .....	7:1
7.2. REIMBURSEMENT.....	7:1
7.3. ELIGIBLE EXPENSES INCURRED IN CANADA.....	7:3
7.4. ELIGIBLE EXPENSES INCURRED OUTSIDE CANADA IN CASE OF EMERGENCY.....	7:6
7.5. ELIGIBLE EXPENSES INCURRED OUT-OF-PROVINCE, BUT IN CANADA, IN CASE OF EMERGENCY.....	7:7
7.6. ELIGIBLE EXPENSES INCURRED OUTSIDE CANADA ON REFERRAL OF A PHYSICIAN .....	7:7
7.7. EXTENSION OF INSURANCE WITHOUT PREMIUM PAYMENT UPON YOUR DEATH .....	7:8
7.8. EXCLUSIONS.....	7:8
<b>8. PRESCRIBED DRUG BENEFIT BCE EMERGIS PLAN 88.....</b>	<b>8:1</b>
8.1. INSURING AGREEMENT .....	8:1
8.2. SPECIAL DEFINITIONS.....	8:1
8.3. CALCULATION OF THE AMOUNT PAYABLE.....	8:1
8.4. ELIGIBLE EXPENSES.....	8:2
8.5. ELIGIBLE DRUGS AND MEDICATIONS.....	8:2
8.6. EXCLUSIONS .....	8:3
8.7. EXTENSION OF INSURANCE WITHOUT PREMIUM PAYMENT UPON YOUR DEATH .....	8:5
8.8. ASSURE CARD — PAY-DIRECT DRUG CARD.....	8:5
<b>9. TRAVEL ASSISTANCE PLUS BENEFIT.....</b>	<b>9:1</b>
9.1. COVERAGE .....	9:1
9.2. SPECIAL DEFINITIONS.....	9:1
9.3. TRAVEL ASSISTANCE.....	9:2
9.4. DEDUCTIBLE.....	9:5
9.5. MAXIMUM .....	9:5
9.6. EXTENSION OF INSURANCE WITHOUT PREMIUM PAYMENT UPON YOUR DEATH .....	9:5
9.7. EXCLUSIONS.....	9:5
9.8. PROCEDURES.....	9:6
9.9. LIABILITY OF GESA ASSISTANCE.....	9:6
<b>10. DENTAL CARE BENEFIT.....</b>	<b>10:1</b>
10.1. INSURING AGREEMENT .....	10:1

rn mia01c

**The Standard Life Assurance Company**

page II 2004/07/08

***Your Group Insurance Benefits***

10.2. EXPENSES.....10:1  
 10.3. PAYMENT OF BENEFITS .....10:2  
 10.4. TREATMENT PLAN.....10:2  
 10.5. CALCULATION OF THE AMOUNT REIMBURSABLE.....10:2  
 10.6. EXPENSES FOR PREVENTIVE TREATMENTS .....10:5  
 10.7. EXPENSES FOR BASIC TREATMENTS .....10:5  
 10.8. EXPENSES FOR MAJOR TREATMENTS .....10:7  
 10.9. EXPENSES FOR ORTHODONTIC TREATMENTS.....10:8  
 10.10. EXTENSION OF INSURANCE WITHOUT PREMIUM PAYMENT UPON YOUR  
 DEATH .....10:9  
 10.11. EXCLUSIONS.....10:9

**11. NOTICE..... 11:1**

**BASIC ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN**

Underwritten by ACE INA LIFE INSURANCE

rg mla01c

***The Standard Life Assurance Company***

102

*Summary Of Group Insurance Benefits*

STANDARD LIFE

## **1 - Eligibility Period**

### **A - Present Employees**

First of the month coincident with or next following the date of employment

### **B - Future Employees**

First of the month coincident with or next following the date of employment

## **2 - Participant's Life Insurance Benefit**

### **A - Definition of Disability**

Own occupation during the elimination period of the Long Term Disability Income Benefit and during the first 24 months of disability immediately following such period and any occupation afterwards

### **B - Sum Insured**

\$30,000

### **C - Reduction of Sum Insured**

50% at age 65

### **D - Termination Of Benefit**

At the earlier of the participant's retirement or attainment of age 70

## **3 - Participant's Optional Life Insurance Benefit**

### **A - Sum Insured**

Per unit of \$10,000  
Maximum of \$300,000

### **B - Evidence Of Insurability**

Required in all cases

### **C - Termination Of Benefit**

At the earlier of the participant's retirement or attainment of age 65

*The Standard Life Assurance Company*

**Summary Of Group Insurance Benefits**

**4 - Spouse's Optional Life Insurance Benefit**

**A- Sum Insured**

Per unit of \$10,000  
Maximum of \$300,000

**B- Evidence Of Insurability**

Required in all cases

**C- Termination Of Benefit**

At the earlier of the participant's retirement or attainment of age 65

**5 - Long Term Disability Income Benefit**

**A- Definition Of Disability**

Own occupation during the elimination period and during the first 24 months of disability immediately following such period and any occupation afterwards

**B- Monthly Benefit**

**1) Benefit Amount**

66.7% of monthly income  
Benefit amounts are rounded to the next highest dollar

**2) Maximum Benefit**

\$2,000

**3) Overall Maximum**

Shall be limited to 85% of the net monthly income determined at the beginning of the disability

**4) Taxability Of Benefits**

Benefits are non-taxable

**C- Elimination Period**

119 days

**D- Maximum Benefit Period**

Participant's attainment of age 65

**E- Termination Of Benefit**

At the earlier of the participant's retirement or attainment of age 65

102



*Summary Of Group Insurance Benefits*

**6 - Health Insurance Benefit**

**A- Deductible, Unless Otherwise Specified**

None

**B- Reimbursement, Unless Otherwise Specified**

80%

**C- Maximum Amount For Expenses Incurred In Canada**

Unlimited maximum

The maximum reimbursed amount for all expenses incurred in Canada excludes medical and surgical expenses incurred out of province, but in Canada, in case of emergency

**D- Duration Of Stay Outside Canada, Unless Otherwise Specified**

6 months

**E- Hospitalization**

**1) Hospitalization In Canada**

Private room without limit as to the number of days

No deductible

Reimbursed at 100 %

**2) Hospitalization Outside Canada In Case Of Emergency**

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

The maximum specified in article "Medical And Surgical Care Outside Canada And Out Of Province In Case Of Emergency" includes expenses for hospitalization outside Canada in case of emergency

Reimbursed at 100%

**F- Medical And Surgical Care Outside Canada And Out Of Province In Case Of Emergency**

Reimbursable maximum of \$5,000,000 per calendar year, including expenses for hospitalization outside Canada

For a participant who is on leave of absence, the maximum amount is \$50,000 for a stay abroad that must not exceed 3 months; for a participant who is not actively at work due to a lay-off, strike or lock-out for a period exceeding 3 months, the maximum amount as of the end of such period is \$50,000 per insured person for a stay abroad that must not exceed 3 months.

Reimbursed at 100%

*Summary Of Group Insurance Benefits*

***G- Hospitalization And Medical And Surgical Care Outside Canada On Referral***

Reimbursable maximum of \$50,000 per calendar year

Reimbursed at 80%

***H- Rehabilitation Institution, Convalescent Home Or Chronic Care Institution***

Semi-private room

Maximum of 120 days

***I- Nursing Services***

***1) Eligible Expenses***

Registered nurse

***2) Maximum***

Reimbursable maximum of \$10,000 per calendar year

***J- Professional Services***

***1) Acupuncturist***

Reimbursable maximum of \$500 per calendar year

***2) Chiropractor***

Reimbursable maximum of \$500 per calendar year

Reimbursable maximum of \$50 for x-ray examinations per calendar year

Without prescription

***3) Occupational Therapist (Ergotherapist)***

Reimbursable maximum of \$500 per calendar year

Without prescription

***4) Masseur***

Reimbursable maximum of \$500 per calendar year

***5) Naturopath***

Reimbursable maximum of \$500 per calendar year

Without prescription

***6) Speech Therapist***

Reimbursable maximum of \$500 per calendar year

***7) Osteopath***

Reimbursable maximum of \$500 per calendar year

Without prescription

**Summary Of Group Insurance Benefits**

**8) Physiotherapist**

Reimbursable maximum of \$500 per calendar year  
Without prescription

**9) Podiatrist And Chiropodist**

Combined reimbursable maximum of \$500 per calendar year  
Without prescription

**10) Psychologist**

Reimbursable maximum of \$500 per calendar year  
Without prescription

**K- Vision Care**

**7) Eye Examination**

Reimbursable maximum of \$35 for each consecutive 24-month period

**2) Eye Glasses, Contact Lenses Or Laser Eye Surgery**

Reimbursable maximum of \$150 per each consecutive 24-month period  
\$150 per each consecutive 12-month period for an insured person under 18 years old  
No deductible  
Reimbursed at 100%

**L- Medical Supplies**

**1) Elastic Support Stockings**

Maximum of 4 pairs per calendar year

**2) Orthopaedic Shoes, Corrective Devices Added To Ordinary Shoes And Podiatric Orthotics**

Reimbursable maximum of \$500 per calendar year

**3) Hearing Aids**

Reimbursable maximum of \$500 per each consecutive 60-month period

**4) Capillary Prostheses**

Lifetime reimbursable maximum of \$300

**5) Breast Prostheses**

Reimbursable maximum of \$200 per calendar year

**6) Intra-Uterine Contraceptive Devices**

Maximum of 1 per each consecutive 24-month period

**M- Termination Of Benefit**

At the earlier of the participant's retirement or attainment of age 70

*Summary Of Group Insurance Benefits*

**7 - Prescribed Drug Benefit,  
BCE Emergis Plan 88**

**A- Deductible**

Dispensing fee amount

**B- Reimbursement**

90% of the ingredient cost and of the dispensing fee

**C- Sclerosant Injections**

Reimbursable maximum of \$20 per visit

**D- Termination Of Benefit**

At the earlier of the participant's retirement or attainment of age 70

**8 - Travel Assistance Plus Benefit**

**A- Coverage**

This benefit provides assistance in case of emergency outside the insured person's province of residence

**B- Duration Of Stay Outside The Province Of Residence**

6 months

**C- Reimbursement**

100 %

**D- Termination Of Benefit**

At the earlier of the participant's retirement or attainment of age 70

**9 - Dental Care Benefit**

**A- Eligible Expenses**

Preventive treatments

Basic treatments

Major treatments

Orthodontic treatments

**B- Frequency Of Treatments**

Oral examination, once every 6 months

**Summary Of Group Insurance Benefits**

Recall oral examination, once every 6 months  
Prophylaxis, once every 6 months  
Preventive recall packages, once every 6 months  
Replacement of prostheses, if the prosthesis is at least 5 years old and can no longer be used

**C- Treatment Plan**

A treatment plan must be submitted to the insurer when the total cost of a treatment is expected to exceed \$500

**D- Deductible**

1) *Preventive treatments -Basic treatments -Major treatments -Orthodontic treatments -*

No deductible

**E- Reimbursement**

100% for preventive treatments

100% for basic treatments

50% for major treatments

50% for orthodontic treatments

**F- Maximum Amount Reimbursed**

1) *Preventive treatments -Basic treatments -Major treatments -*

\$1,500 per calendar year

2) *Orthodontic treatments -*

\$2,000 lifetime

3) *Late Application For Preventive - Basic - Major Treatments*

\$250 during the first 12 months of coverage for any person becoming insured more than 31 days following the eligibility date

4) *Late Application For Orthodontic Treatments*

\$250 during the first 36 months of coverage for any person becoming insured more than 31 days following the eligibility date

**G- Fee Schedule**

1) *Expenses Incurred In Canada*

Expenses incurred are reimbursed according to the current fee schedule for general practitioners of the province where treatment is given

2) *Expenses Incurred Outside Canada*

Expenses incurred are reimbursed according to the current fee schedule for general practitioners of the province of residence

*Summary Of Group Insurance Benefits*

***H- Termination Of Benefit***

At the earlier of the participant's retirement or attainment of age 70

***Your Group Insurance Benefits******1. General Provisions — Definitions***

For the purposes of this booklet, the masculine pronoun and adjective include the feminine, unless a different meaning is plainly to be taken from the context.

All words have their usual meaning, unless a special meaning is indicated.

**1.1. Accidental Injury**

Any bodily lesion, sustained while your insurance is in force, directly and solely due to an external, sudden, violent and unintentional cause, independent of any illness and requiring within 30 days of the event the care of a physician or an appropriate specialist.

**1.2. Actively At Work**

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

**1.3. Dependents**

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

**1.3.1. Spouse**

1. Your legal spouse.
2. A person whom you publicly acknowledge as your spouse, with whom you have been living in a permanent manner for over 1 year.

However, when the person is the biological or adoptive father or mother of at least one of your children, the spouse will be recognized as of the date of birth or adoption, if it precedes the end of the 1 year of cohabitation.

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

***Your Group Insurance Benefits***

Any dissolution of a marriage through divorce or annulment or, in the case of common-law marriage, actual separation for over 3 months, results in the loss of status as spouse.

**1.3.2. Child**

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

1. He is under 21 years of age.
2. He is under 25 years of age and attending an educational institution on a full-time basis.
3. He became totally and permanently disabled while still considered to be a dependent under 1. or 2. above.

**1.4. Elimination Period**

The continuous period during which you must be absent due to disability before you can begin to receive monthly disability income in respect of subsequent months.

**1.5. Employee**

A person actively working in a permanent full-time or permanent part-time basis for the employer and receiving regular income for services rendered.

**1.6. illness, Disease, Sickness**

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

**1.7. Income**

Your regular rate of pay paid by your employer excluding bonuses, overtime pay, dividends or other extra compensation or expense allowances.

**1.8. Net Income**

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



*Your Group Insurance Benefits*

**1.9. Physician**

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

**1.10. Specialist**

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

***Your Group Insurance Benefits*****2. General Provisions — Insurance****2.1. Employee Eligibility**

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

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

**2.2. Dependents Eligibility**

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

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

If your application is received by your employer more than 31 days after your eligibility date, you must provide evidence of your insurability, at no expense to the insurer.

**2.3. Effective Date Of Insurance**

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

1. Your eligibility date, if your application card is received by your employer on or prior to that date.
2. Your eligibility date, if your application card is received by your employer within 31 days after such date.
3. The date on which the insurer accepts your required evidence of insurability, in all other cases. Such evidence must be provided at no expense to the insurer.

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

If your dependents are already insured, any person who subsequently becomes a dependent is immediately insured.

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page2:1 2004/07/08

***Your Group Insurance Benefits*****2.4. Change in Coverage**

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

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

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

**2.5. Termination of Insurance**

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

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

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

**2.6. Claims**

The forms and information necessary to submit a claim are available from your employer. Your claim must be submitted to the insurer within the time limit prescribed by law.

**2.7. Beneficiary**

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

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

You are the beneficiary of your dependents' life insurance, if your plan covers your dependents.

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***The Standard Life Assurance Company***

page 2:2 2004/07/08

### ***3. Participant's Life Insurance Benefit***

#### **3.1. Sum insured**

Upon death, the sum insured specified in the Summary Of Benefits will be paid to your beneficiary.

#### **3.2. Conversion Privilege**

If your life insurance coverage under this benefit is cancelled, on or prior to your 65<sup>th</sup> birthday, you may convert all or part of your insurance coverage, with the exception of the waiver of premiums provision, into an individual life insurance contract, within 31 days of such cancellation without having to provide evidence of insurability. Such a contract may be a convertible one year term insurance contract, term insurance coverage to age 65 or any individual contract which Standard Life has designated under the conversion privilege at the time the application for conversion is submitted.

The amount of insurance converted will be limited by the following:

1. If coverage is cancelled because this benefit or group contract is cancelled, the amount of the individual life insurance contract may not exceed the amount of insurance that is terminated less any amount of insurance for which you would be eligible under any other group policy within 31 days after your insurance terminates.
2. If coverage is cancelled because of termination of employment or upon retirement, the amount of the individual life insurance contract may not exceed the amount of insurance that is terminated.
3. If you do not apply for the entire amount of insurance available under the conversion privilege, the individual life insurance amount cannot be less than the minimum amount which Standard Life issues for the plan selected.
4. In all cases the amount of the individual life insurance contract cannot exceed \$200,000.

If you are entitled to convert coverage under another benefit provided under this policy, the sum of the amounts available for conversion cannot exceed \$200,000.

The individual life Insurance contract becomes effective at the end of the 31 day conversion period. The premium for the individual contract is that which is then required by the insurer for the type of contract selected, taking into account the amount of insurance and the age and sex of the insured person.

***Your Group Insurance Benefits*****3.3. Extension Of Life Insurance Without Premium Payment**

If you terminate your employment on or prior to your 65<sup>th</sup> birthday, your life insurance is extended, without premium payment, for 31 days after the termination date.

**3.4. Waiver Of Premiums****3.4.1. Definition Of Disability "Own Occupation"**

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

1. Each and every function of your regular employment during the period specified in the Summary Of Benefits, without regard to the availability of such occupation.

and

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

Disability will only be recognized under 1, above if you are not receiving remuneration arising either directly or indirectly from any employment.

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

**3.4.2. Eligibility**

If you are acknowledged disabled, you are entitled to waiver of premiums under the present benefit during your disability, provided that each of the following conditions is satisfied:

1. You are less than 65 years of age at the onset of your disability.
2. You became disabled prior to termination of your employment while insured under this benefit.
3. You have been disabled for at least the elimination period of the Long Term Disability Income Benefit at the time you submit proof of disability. Such proof, satisfactory to the insurer, must be submitted at no expense to the insurer 3 months following the expiry of the elimination period of the Long Term Disability Income Benefit.

***Your Group Insurance Benefits*****3.4.3. Amount Of Insurance**

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

**3.4.4. Proof Of Continuance Of Disability**

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

**3.4.5. Beginning Date**

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

1. The expiry date of the elimination period of the Long Term Disability Income Benefit.
2. The date which marks the 6<sup>th</sup> month following the onset of disability.

**3.4.6. Termination Date**

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

1. The date on which you cease to be disabled.
2. The date on which you reach the age of 65.
3. The date on which you reach the normal retirement age under your employer's pension plan.
4. The date on which you fail to submit to an examination by the physician designated by the insurer.
5. The date on which you fail to provide any evidence of disability required by the insurer.

**3.5. Living Benefit**

Should you become terminally ill, an advanced death benefit, hereinafter-called Living Benefit, may be payable, subject to the terms and conditions defined below.

**3.5.1. Definition Of Terminally Ill**

To be considered terminally ill:

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***Your Group Insurance Benefits***

1. You must be suffering from an illness from which death is expected within 12 months of the date the insurer receives the Living Benefit claim.

and

2. The life insurance benefit premiums must be waived in accordance with the Waiver Of Premiums clause.

**3.5.2. Physician's Statement**

The claim for a Living Benefit payment must be supported by a statement from your physician that clearly and fully states the nature of the illness and that the life expectancy is less than 12 months.

The insurer reserves the right to request further medical statements and a medical examination by a physician designated by the insurer.

The insurer reserves the right to decline the claim for a Living Benefit payment if, in the opinion of its medical advisors, the evidence submitted is not conclusive.

**3.5.3. Benefit**

The amount payable will be equal to 50% of the sum insured on the date the insurer receives the Living Benefit claim, subject to a maximum of \$50,000.

If the insurer receives the request within the 12 months preceding the date on which the sum insured is reduced, the amount payable will be reduced by the percentage specified in the Summary Of Benefits.

In all cases, the amount of the Living Benefit payable under this benefit and the Participant's Optional Life Insurance Benefit cannot exceed \$50,000.

The final death benefit payable to the beneficiary will be equal to the sum insured on the date of death less the Living Benefit paid, less the interest accrued. The interest on the Living Benefit payment will be calculated from the date of payment to the date of death, at a rate determined by Standard Life on the date of the Living Benefit payment.

**3.5.4. Exclusions**

No Living Benefit payment will be made:

1. If the insurer receives the request within the 12 months preceding the date on which the participant's life insurance terminates, such as specified in the Summary Of Benefits.
2. As a result of an accidental injury.

***Your Group Insurance Benefits***

3. Following the termination of this benefit or policy.

**3.5.5. Beneficiary**

The beneficiary designation must be irrevocable. Furthermore, the irrevocable beneficiary must sign a statement whereby he accepts that the Living Benefit payment plus any interest, will be deducted from the sum insured on the date of death. The irrevocable beneficiary designation may be submitted with the Living Benefit request.

**3.5.6. Other Considerations**

The Living Benefit payment is not taxable because it is considered by Canada Customs and Revenue Agency to be part of the death benefit. Notwithstanding this, you should examine all the possible ramifications of obtaining this payment. Examples are the possible elimination or ineligibility to social programs; furthermore the amount paid becomes part of your assets and therefore your creditors could seize the amount whether you have declared bankruptcy or not.



## ***4. Participant's Optional Life Insurance Benefit***

### **4.1. Sum Insured**

Upon death, the sum insured specified in the Summary Of Benefits, based on the option previously elected, if applicable, will be paid to your beneficiary.

Any change in option will be subject to approval of evidence of insurability by the insurer.

### **4.2. Conversion Privilege**

If your life insurance coverage under this benefit is cancelled, on or prior to your 65<sup>th</sup> birthday, you may convert all or part of your insurance coverage, with the exception of the waiver of premiums provision, into an individual life insurance contract, within 31 days of such cancellation without having to provide evidence of insurability. Such a contract may be a convertible one year term insurance contract, term insurance coverage to age 65 or any individual contract which Standard Life has designated under the conversion privilege at the time the application for conversion is submitted.

The amount of insurance converted will be limited by the following:

1. If coverage is cancelled because this benefit or group contract is cancelled, the amount of the individual life insurance contract may not exceed the amount of insurance that is terminated less any amount of insurance for which you would be eligible under any other group policy within 31 days after your insurance terminates.
2. If coverage is cancelled because of termination of employment or upon retirement, the amount of the individual life insurance contract may not exceed the amount of insurance that is terminated.
3. If you do not apply for the entire amount of insurance available under the conversion privilege, the individual life insurance amount cannot be less than the minimum amount which Standard Life issues for the plan selected.
4. In all cases the amount of the individual life insurance contract cannot exceed \$200,000.

If you are entitled to convert coverage under another benefit provided under this policy, the sum of the amounts available for conversion cannot exceed \$200,000.

***Your Group Insurance Benefits***

The individual life insurance contract becomes effective at the end of the 31 day conversion period. The premium for the individual contract is that which is then required by the insurer for the type of contract selected, taking into account the amount of insurance and the age and sex of the insured person.

**4.3. Extension Of Life Insurance Without Premium Payment**

If you terminate your employment on or prior to your 65<sup>th</sup> birthday, your life insurance is extended, without premium payment, for 31 days after the termination date.

**4.4. Waiver Of Premiums**

If your premiums are waived under your Life Insurance Benefit you are also entitled to waiver of premiums under the present benefit.

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

**4.5. Non-Smoker Status**

To be considered as a non-smoker, you must provide the insurer with a statement indicating that you have not smoked cigarettes or cigarillos during the 12 months preceding the date of signature of the application or the request for acknowledgment as a non-smoker. The insurer may require such proof whenever there is an increase in coverage or a change in classification.

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

**4.6. Living Benefit**

Should you become terminally ill, an advanced death benefit, hereinafter-called Living Benefit, may be payable, subject to the terms and conditions defined below.

**4.6.1. Definition *Of* Terminally *Ill***

To be considered terminally ill:

1. You must be suffering from an illness from which death is expected within 12 months of the date the insurer receives the Living Benefit claim.

and

2. The life insurance benefit premiums must be waived in accordance with the Waiver Of Premiums clause.

***Your Group Insurance Benefits*****4.6.2. Physician's Statement**

The claim for a Living Benefit payment must be supported by a statement from your physician that clearly and fully states the nature of the illness and that the life expectancy is less than 12 months.

The insurer reserves the right to request further medical statements and a medical examination by a physician designated by the insurer.

The insurer reserves the right to decline the claim for a Living Benefit payment if, in the opinion of its medical advisors, the evidence submitted is not conclusive.

**4.6.3. Benefit**

The amount payable will be equal to 50% of the sum insured on the date the insurer receives the Living Benefit claim, subject to a maximum of \$50,000.

If the insurer receives the request within the 12 months preceding the date on which the sum insured is reduced, the amount payable will be reduced by the percentage specified in the Summary Of Benefits.

In all cases, the amount of the Living Benefit payable under this benefit and the Participant's Life Insurance Benefit cannot exceed \$50,000.

The final death benefit payable to the beneficiary will be equal to the sum insured on the date of death less the Living Benefit paid, less the interest accrued. The interest on the Living Benefit payment will be calculated from the date of payment to the date of death, at a rate determined by Standard Life on the date of the Living Benefit payment.

**4.6.4. Exclusions**

No Living Benefit payment will be made:

1. If the insurer receives the request within the 12 months preceding the date on which the participant's optional life insurance terminates, such as specified in the Summary Of Benefits.
2. As a result of an accidental injury.
3. Following the termination of this benefit or policy.

**4.6.5. Beneficiary**

The beneficiary designation must be irrevocable. Furthermore, the irrevocable beneficiary must sign a statement whereby he accepts that the Living Benefit payment plus any interest, will be deducted from the sum insured on the date of death. The irrevocable beneficiary designation may be submitted with the Living Benefit request.

***Your Group Insurance Benefits*****4.6.6. Other Considerations**

The Living Benefit payment is not taxable because it is considered by Canada Customs and Revenue Agency to be part of the death benefit. Notwithstanding this, you should examine all the possible ramifications of obtaining this payment. Examples are the possible elimination or ineligibility to social programs: furthermore the amount paid becomes part of your assets and therefore your creditors could seize the amount whether you have declared bankruptcy or not.

**4.7. Exclusion**

If you commit suicide, while sane or insane, less than 24 months after the beginning of your coverage under this benefit, the insurer will only refund **the** premiums you have paid and such refund will constitute a full discharge of the insurer's liability under this benefit.

## ***5. Spouse's Optional Life Insurance Benefit***

### **5.1. Sum Insured**

Upon death of your insured spouse, the sum insured specified in the Summary Of Benefits, based on the option previously elected, if applicable, will be paid to you.

Any change in option will be subject to approval of evidence of insurability by the insurer.

### **5.2. Waiver of Premiums**

If your premiums are waived under your Life Insurance Benefit you are also entitled to waiver of premiums under the present benefit.

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

### **5.3. Exclusion**

If your spouse commits suicide, while sane or insane, less than 24 months after the beginning of his coverage under this benefit, the insurer will only refund the premiums you have paid and such refund will constitute a full discharge of the insurer's liability under this benefit.

## ***6. Long Term Disability Income Benefit***

### **6.1. Insuring Agreement**

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

### **6.2. Amount Of Income**

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

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

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

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

### **6.3. Definition Of Disability**

#### **6.3.1. Definition Of Disability "Own Occupation"**

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

1. Each and every function of your regular employment during the period specified in the Summary Of Benefits, without regard to the availability of such occupation.  
and
2. Afterwards, any remunerated function or work for which you are or may become reasonably fitted by training, education or experience.

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

***Your Group Insurance Benefits***

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

**6.4. Rehabilitation Program**

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

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

However, the sum of the remuneration under the rehabilitation program and of the monthly income under this benefit may at no time exceed the net monthly income paid to you at the time disability began. If such sum exceeds your net income, the monthly income under this benefit will be reduced by the amount of such excess.

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

**6.5. Reductions And Integration Of Benefits**

The monthly income payable under this benefit will be reduced by any disability or retirement benefit which is payable or which would have been payable had you made satisfactory application under: the Canada/Québec Pension Plans excluding benefits received on behalf of your dependent children; a Workmen's/Workers' Compensation Act; a provincial auto insurance law; any other government plan.

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

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

***Your Group Insurance Benefits*****6.6. Waiver Of Premiums**

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

**6.7. Termination Of Income**

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

1. The date on which the maximum benefit period specified in the Summary of Benefits expires.
2. The date on which you cease to be disabled.
3. The date on which you would refuse to commence or to continue any rehabilitation program which is reasonably considered by the insurer and its medical advisors to be appropriate.
4. The date on which you reach the age of sixty-five.
5. The date on which you reach the normal retirement age under your employer's pension plan.
6. The date of your death.
7. The date on which you fail to submit to an examination by the physician designated by the insurer.
8. The **date** on which you fail to provide any evidence of disability required by the insurer.

**6.8. Restrictions And Exclusions****6.8.1. Successive Periods Of Disability**

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

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



***Your Group Insurance Benefits*****6.8.2. Pregnancy**

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

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

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

**6.8.3. Exclusions**

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

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

**6.8.4. Pre-existing Conditions**

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

If this policy is a replacing contract, this provision shall not apply if you were insured under the previous contract at the date it terminated.

*Your Group Insurance Benefits*

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

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*The Standard Life Assurance Company*

page 6.5 2004/07/08

## **7. Health Insurance Benefit**

### **7.1. insuring Agreement**

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

### **7.2. Reimbursement**

The insurer reimburses these expenses subject to the deductible and the maximum amount specified in the Summary Of Benefits.

#### **7.2.1. Deductible**

The deductible is that portion of eligible expenses which must be paid by the insured person before any benefits are payable. The maximum deductible required per calendar year is specified in the Summary Of Benefits.

#### **7.2.2. Carry Over Provision**

If the deductible has been satisfied in whole or in part by the payment of expenses incurred in the last three months of a calendar year, the deductible for the following year will be reduced by the amount of expenses thus applied to the deductible.

#### **7.2.3. Maximum Amount**

1. Maximum Eligible Amount Per Insured Person

Maximum eligible expenses incurred by the insured person before applying the reimbursement percentage.

2. Maximum Reimbursable Amount Per Insured Person

Maximum amount reimbursed by the insurer after applying the reimbursement percentage to the eligible expenses incurred by the insured person.

The maximums specified in the Summary Of Benefits are eligible amounts, unless otherwise specified.

***Your Group Insurance Benefits*****7.2.4. Participant's Coordination And Limitation Of Benefits**

If you are insured under other group policies or government programs or where coverage is required by statute, the benefits payable from all sources cannot exceed 100% of expenses incurred; that is, benefits will not be payable with respect to that portion of any eligible expense for which benefits are payable by another plan.

**7.2.5. Dependents' Coordination And Limitation Of Benefits**

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

**1. Spouse**

Where your spouse is insured under the present plan and insured as a participant under another plan, that portion of an expense which is eligible for reimbursement under such plan will not be payable under the present benefit. Your spouse must first file a claim with his insurer.

Thereafter, you may submit to Standard Life a reimbursement request for the portion of the expenses not reimbursed by your spouse's insurer but eligible under the present benefit.

You must provide copies of the other insurer claim settlement and of the receipts.

**2. Child**

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

**As** an example, when your birthdate precedes your spouse's birthdate, you must first submit your request to Standard Life.

Afterwards, your spouse may submit to his insurer a reimbursement request for the portion of the expenses not reimbursed under the present benefit but eligible under his plan. Copies of the settlement issued by Standard Life and receipts must be provided.

Should the spouses have the same birthdate, the claims for children must then be filed in the alphabetical order of the spouses' first names.

***Your Group Insurance Benefits*****7.3. Eligible Expenses Incurred In Canada**

The following expenses for services, care, treatment and supplies are eligible, provided they are medically required, have been incurred in Canada and are not payable or reimbursable under a provincial medical and hospitalization plan, even if the insured person is not eligible or insured under the provincial plan. The maximum amount reimbursed by the insurer is specified in the Summary Of Benefits.

**7.3.1. Hospitalization**

The insurer will reimburse that part of hospital expenses which exceeds the amount reimbursed by government plans, in accordance with the conditions specified in the Summary Of Benefits.

**7.3.2. Room and Board in a Rehabilitation Institution, Convalescent Home or Chronic Care Institution**

Room and board in a rehabilitation institution, convalescent home or chronic care institution designated for such treatment by an appropriate government body, while the insured person is under the care of a physician or registered nurse, provided the stay commences less than fourteen days following a period of hospitalization and has previously been prescribed by a physician, in accordance with the conditions specified in the Summary Of Benefits.

**7.3.3. Nursing Care Services Rendered At The Insured Person's Home**

Private duty nursing services rendered at the insured person's home by a professional practitioner specified in the Summary Of Benefits, for medical services strictly rendered in his professional capacity, in accordance with the conditions specified in the Summary Of Benefits.

The practitioner must be unrelated to the insured person and must not ordinarily reside in the insured person's home. The services rendered must have been previously prescribed by a physician.

**7.3.4. Professional Services**

1. Services given by a professional practitioner specified in the Summary Of Benefits, in accordance with the conditions specified therein.
  - a) The practitioner must be legally authorized by the appropriate provincial or federal body to practice his profession within the scope of his specialty.
  - b) The services rendered must have been previously prescribed by a physician unless specified otherwise in the Summary Of Benefits.

***Your Group Insurance Benefits***

- c) The maximums apply for each specialist, unless specified otherwise in the Summary Of Benefits.
- d) X-ray examinations provided by a professional practitioner are eligible, in accordance with the conditions specified in the Summary Of Benefits.
- e) Eligible expenses are limited to one professional visit per day for each type of specialist.

**7.3.5. Laboratory Analysis And X-Rays**

Laboratory analysis and x-ray examinations for diagnostic purposes, when prescribed by a physician, obtained in an establishment or a specialized laboratory, duly authorized under provincial regulations, if applicable.

**7.3.6. Medical Supplies**

The following supplies, provided they have been previously prescribed by a physician:

1. Rental or initial purchase, as previously approved by the insurer, of a non-motorized wheelchair, crutches, manual hospital bed, respiratory equipment and any other durable medical equipment, excluding batteries and repairs, required on a temporary basis for therapeutic use.
2. Purchase of dressings, casts, oxygen and rental of equipment necessary for its administration, obtained in a specialized establishment or laboratory, duly authorized under provincial regulations, if applicable.
3. Purchase of prostheses and orthotics such as artificial limb or eye, braces, corsets, hernial supports or other orthopaedic devices, obtained in a specialized establishment or laboratory, provincially licensed where such regulations exist.

Auditive, breast, capillary, dental or oral prostheses, orthopaedic shoes, podiatric orthotics, podiatric supports, arch supports and corrective devices added to ordinary shoes are not covered herein.

***Your Group Insurance Benefits***

4. Purchase of orthopaedic shoes specially made for the insured person, corrective devices added to ordinary shoes, and podiatric orthotics in accordance with the conditions specified in the Summary Of Benefits. Any such appliances must be obtained from a specialized establishment or laboratory, duly authorized under provincial regulations, if applicable, to provide, manufacture and/or fit such orthopaedic devices and podiatric orthotics. These appliances must be manufactured, dispensed or fitted in conjunction with professionals dealing exclusively with foot or ankle disorders. Such expenses are reimbursed according to the same terms and conditions if the prescription is given by a podiatrist or a chiroprapist.
5. Purchase of hearing aids or any related devices, with the exception of batteries, and professional services provided by a hearing aid acoustician, following the purchase, are reimbursed provided they have been prescribed by an audiologist, speech therapist or physician, in accordance with the conditions specified in the Summary of Benefits.
6. Purchase of elastic support stockings specially designed for the treatment of varicose veins, in accordance with conditions specified in the Summary Of Benefits. These must be obtained from a specialized establishment or laboratory, provincially licensed where such regulation exists. Both compression-type elastic support stockings and surgical stockings are deemed to be elastic support stockings for this purpose.
7. Purchase of breast prosthesis and surgical brassiere required as a result of a mastectomy, in accordance with the conditions specified in the Summary Of Benefits.
8. Purchase of wigs required as a result of a chemotherapy treatment, in accordance with the conditions specified in the Summary Of Benefits.
9. Purchase of intra-uterine contraceptive devices (IUDs), in accordance with the conditions specified in the Summary Of Benefits.
10. Purchase of a blood glucose monitor, when insulin must be taken to control diabetes.
11. Purchase of required supplies following an ileostomy or colostomy.

***Your Group Insurance Benefits*****7.3.7. Ambulance Service**

Licensed ambulance service for transportation to the nearest hospital equipped to provide the required treatment, or therefrom, when the physical condition of the insured person precludes the use of any other means of transportation.

**7.3.8. Dental Care Required As A Result Of Accidental Injury**

Dental care required as a result of injury to natural teeth provided by a dentist or specialist, in accordance with the normal suggested fee for a general practitioner.

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

**7.3.9. Eye Examination**

Services of an optometrist or ophthalmologist for eye examinations in accordance with the conditions specified in the Summary Of Benefits.

**7.3.10. Eye Glasses, Contact Lenses Or Laser Eye Surgery**

Purchase of prescription eye glasses or contact lenses provided they have been prescribed by an ophthalmologist or an optometrist, or laser eye surgery (laser refractive surgery) performed by an ophthalmologist, in accordance with the conditions specified in the Summary Of Benefits.

**7.4. Eligible Expenses Incurred Outside Canada In Case Of Emergency**

Expenses must have been incurred due to an emergency, following an accident that occurred or a sudden and unexpected illness that started during a stay abroad that was not expected to last for more than the length of time specified in the Summary Of Benefits. Should the person insured come back to Canada for a period of less than 45 consecutive days and then leave Canada for another stay abroad, this stay shall be deemed to be a continuation of the previous stay.

**7.4.1. Hospitalization**

That part of hospital expenses for room and board accommodation, supplies and ancillary hospital services, in excess of the amount reimbursed by government plans will be reimbursed by the insurer, in accordance with the conditions specified in the Summary Of Benefits.



**7.4.2. Medical And Surgical Services**

Medical and surgical expenses incurred outside Canada, in excess of the amount payable under the government health insurance plan of the insured person's province of residence will be reimbursed by the insurer, in accordance with the conditions specified in the Summary Of Benefits.

**7.4.3. Other Care And Services**

Expenses incurred for the following care and services that are eligible in Canada under this benefit, are deemed eligible as if they had been incurred in Canada, including the calculation of the amounts to be reimbursed.

1. Drugs.
2. Professional service.
3. Medical supplies.
4. Ambulance services.
5. Dental care as a result of injury.
6. Eye care.

**7.5. Eligible Expenses Incurred Out-Of-Province, But In Canada, In Case Of Emergency**

Expenses must have been incurred due to an emergency following an accident that occurred or a sudden and unexpected illness that started during a stay in another province or territory of Canada.

**7.5.1. Medical And Surgical Services**

Medical and surgical expenses incurred which are in excess of the amount payable under the government health insurance plan of the insured person's province of residence will be reimbursed by the insurer, in accordance with the conditions specified in the Summary Of Benefits.

However, the insurer will not reimburse extra-billing fees that are in excess of the schedule of fees established by the provincial health insurance plan where the services were provided.

**7.6. Eligible Expenses incurred Outside Canada On Referral Of A Physician**

Hospitalization, medical and surgical services outside Canada on referral of a physician will be reimbursed by the insurer, in accordance with the conditions specified in the Summary Of Benefits, provided each of the following conditions is satisfied:

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***Your Group Insurance Benefits***

1. Hospitalization, medical and surgical services are not available in Canada.
2. Hospitalization, medical and surgical services are recognized by the insured person's government health insurance plan.
3. The insured person's government health insurance plan participates in the reimbursement of such expenses.

**7.7. Extension Of insurance Without Premium Payment Upon Your Death**

Upon your death, the present benefit is extended without premium payment to the earliest of the following dates:

1. 24 months following your death.
2. The date on which this benefit would have terminated had you then been living.
3. The termination date of the benefit or contract.

**7.8. Exclusions**

This policy does not cover:

1. Expenses which are or would normally be payable or reimbursable under a private or public insurance plan.
2. Self-inflicted injury, while sane or insane.
3. Injury or illness resulting from civil unrest, insurrection or war, whether war has been declared or not, or participation in a riot.
4. Any treatment or device related directly or indirectly to the full reconstruction of the mouth, to correct vertical dimensions or temporomandibular joint dysfunction.
5. Any treatment, surgery, care, service examination or device which: is not medically necessary; is provided or required for cosmetic purposes; is provided or required in connection with an operation or a treatment conducted as an experiment; is provided or required for non-curative reasons; exceeds what is ordinarily provided or required by current therapeutic practice.
6. Any portion of the charge for services, care treatment and supplies in excess of the reasonable and customary charge for an illness of the same nature and severity in the area where the services are provided.
7. Care or services rendered free of charge or which would be free of charge were it not for insurance coverage or which are not chargeable to the insured person.

rg mia15

***The Standard Life Assurance Company***

page 1:8 2004/07/08

*Your Group Insurance Benefits*

8. Rest cure or travel for health reasons.
9. Eye examinations, unless otherwise indicated in the Summary Of Benefits.
10. Prescription, initial purchase, adjustment or replacement of eye glasses or contact lenses, unless otherwise indicated in the Summary Of Benefits.
11. Drugs, unless otherwise indicated in the Summary Of Benefits.

## **8. Prescribed Drug Benefit BCE Emergis Plan 88**

### **8.1. Insuring Agreement**

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

### **8.2. Special Definitions**

#### **8.2.1. Dentist**

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

#### **8.2.2. Participating Pharmacy**

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

#### **8.2.3. Pharmacist**

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

#### **8.2.4. Prescription Drugs Or Medications**

Prescription drugs or medications, ingredient costs and dispensing fees.

#### **8.2.5. Prescription Unit**

A prescription number signifies a prescription unit.

#### **8.2.6. BCE Emergis Inc.**

Provider of the electronic network Assure Card services.

### **8.3. Calculation Of The Amount Payable**

#### **8.3.1. Payment Schedule**

Ingredient cost plus dispensing fee.

**Your Group Insurance Benefits****8.3.2. Deductible**

The deductible is that portion of an eligible expense which is paid by the insured person. Such deductible is specified in the Summary of Benefits.

**8.3.3. Reimbursement**

BCE Emergis Inc. reimburses a percentage of eligible expenses incurred after applying the deductible. Such percentage is specified in the Summary of Benefits.

**8.4. Eligible Expenses**

Expenses incurred by the insured person for prescription drugs or medications are eligible, provided they are incurred in Canada or incurred due to an emergency during a stay abroad that was not expected to last for more than the length of time specified in the section "Health Insurance" in the Summary Of Benefits. Should the insured person come back to Canada for a period of less than 45 consecutive days and then leave Canada for another stay abroad, this stay shall be deemed to be a continuation of the previous stay.

**8.5. Eligible Drugs And Medications****8.5.1. Prescription Requiring Drugs**

Prescribed drugs and medications bearing a Drug Identification Number (DIN) and listed as prescription requiring in Federal or Provincial Drug Schedules.

**8.5.2. Injectable Drugs**

Injectable drugs, injectable vitamins, insulin, and allergy extracts bearing a Drug Identification Number.

**8.5.3. Extemporaneous Preparations**

Extemporaneous preparations or compounds where one of the ingredients is an eligible benefit.

**8.5.4. Disposable Needles**

All disposable needles —including disposable needles for non-disposable insulin delivery devices— disposable syringes, lancets and chemical reagent testing materials used for monitoring diabetes.

**8.5.5. Vaccines**

All preventative immunization vaccines and toxoids.

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**The Standard Life Assurance Company**

**8.5.6. Non-Prescription Requiring Drugs**

Non-prescription requiring drugs bearing a Drug Identification Number in the following categories:

1. Potassium replacements.
2. Single entity iron salts.
3. Vasodilating nitrates.

**8.5.7. Dispensing Limitations**

The quantity of a prescription drug dispensed is the lesser of the quantity prescribed or a 34 day supply. However, the maintenance drugs listed below may be dispensed to a maximum of a 100 day supply, if so prescribed by a physician or a dentist.

1. Antiasthmatics.
2. Antibiotics for acne.
3. Anticoagulants.
4. Anticonvulsants.
5. Antiparkinson.
6. Antituberculosis.
7. Cardiac agents.
8. Diabetes drugs.
9. Estrogens,
10. Oral contraceptives.
11. Potassium replacements.
12. Thyroid agents.

**8.6. Exclusions****8.6.1. Smoker's Cessation Devices**

All nicotine resin containing products and other smoker's cessation devices, even if a prescription is legally required, whether or not such prescription is given for medical reasons.

**8.6.2. Fertility Enhancer**

Oral and injectable drugs used to enhance fertility, even if a prescription is legally required.

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**8.6.3. Cosmetic Items**

Items deemed cosmetic, such as topical minoxidil or sunscreens, even if a prescription is legally required, whether or not such a prescription is given for medical reasons.

**8.6.4. Appliances And Devices**

Atomizers, appliances, prosthetic devices, colostomy supplies, first aid kits or equipment, electronic diagnostic monitoring or testing equipment (such as "Glucometer®") non-disposable insulin delivery devices (such as "Novolin Pen®") delivery or extension devices for inhaled medications (such as "Rotohaler®", "Diskhaler®", "Aerochamber®") spring loaded devices used to hold lancets, alcohol, alcohol swabs, disinfectants, cotton, bandages, or supplies and accessories for the aforementioned.

**8.6.5. Dietary Supplements**

Oral vitamins, minerals, dietary supplements, infant formulas or injectable total parenteral nutrition (TPN) solutions, whether or not such a prescription is given for a medical reason, except where Federal or Provincial law requires a prescription for their sale.

**8.6.6. Contraceptive Devices**

Diaphragms, condoms, contraceptive jellies, foams, sponges, suppositories, intrauterine devices (IUDs), contraceptive implants, or appliances normally used for contraception whether or not such a prescription is given for a medical reason.

**8.6.7. Proprietary Medicines Bearing A GP Number**

Proprietary medicines bearing a GP (General Product) number, as defined in Division 10 of the Food and Drug Act, Homeopathic preparations.

**8.6.8. Prescriptions Dispensed Other Than By A Pharmacist**

Prescriptions dispensed by a physician, clinic, dentist or in any non-accredited hospital pharmacy, or for treatment as an inpatient or outpatient in a hospital, including investigational status drugs and emergency status drugs, unless otherwise approved by BCE Emergis Inc.

**8.6.9. Allergy Extracts**

All allergy extracts, compounded in a lab, and not bearing a Drug Identification Number.

**Your Group Insurance Benefits****8.6.10. Provincial Drug Benefit Plans**

Any drugs or medications which the insured person is eligible to receive under the applicable Provincial Drug Benefit Plans.

**8.6.11. Drugs To Treat Erectile Dysfunction**

Drugs to treat erectile dysfunction, unless otherwise specified in the Summary of Benefits.

**8.7. Extension Of Insurance Without Premium Payment Upon Your Death**

Upon your death, the present benefit is extended without premium payment to the earliest of the following dates:

1. 24 months following your death.
2. The date on which this benefit would have terminated had you then been living.
3. The termination date of the benefit or contract.

**8.8. Assure Card — Pay-Direct Drug Card**

For eligible prescription drugs, you may use the Assure Card every time you have a prescription filled in a participating pharmacy that accepts the Assure Card.

With the Pay-Direct Drug Card, your prescription drug claims are settled in the pharmacy. When you or one of your insured dependents incur an eligible expense at a participating pharmacy, the pharmacist will submit the claim through the Assure Health™ Network claim processing system and will immediately inform the insured person of the reimbursement amount to which he is entitled and of the amount he must disburse, if any.

However, when you or one of your insured dependents incur an eligible expense at a non-participating pharmacy or outside Canada, you must submit a completed claim form provided for that purpose along with original receipts directly to BCE Emergis Inc., within the time prescribed by law.

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**The Standard Life Assurance Company**

page 8:5 2004/07/08



## ***9. Travel Assistance Plus Benefit***

### **9.1. Coverage**

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

### **9.2. Special Definitions**

#### **9.2.1. Accident**

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

#### **9.2.2. Claims**

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

#### **9.2.3. General Practitioner Or Specialist**

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

#### **9.2.4. Hospital**

Hospital shall mean an institution providing short term health care.

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

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

***Your Group Insurance Benefits*****9.2.5. Illness**

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

**9.3. Travel Assistance****9.3.1. Services Provided By GESA Assistance In Case Of Accident Or Illness**

1. Arranging consultations with general practitioners or specialists in order to obtain the best medical care available in the area, at the insured person's request.
2. Arranging admission to the hospital nearest the site of the illness or accident.
3. Arranging for the return of the insured person to his home or to a hospital near his home after initial treatment, as soon as his condition permits, by any appropriate means of transportation, if the insured person can no longer use the means of transportation originally planned for his return to his province of residence.
4. Making the necessary arrangements for the payment of medical and hospitalization expenses eligible under the Health Insurance Benefit of the group insurance policy issued by Standard Life, for hospitalization and medical and surgical treatment outside Canada in case of emergency.

If necessary, and subject to prior agreement with Standard Life, GESA Assistance will advance the funds, in the lawful currency of Canada, for you and your insured dependents, for the medical and hospitalization expenses specified in the preceding paragraph.

5. Making the necessary arrangements for the payment of expenses required in exceptional situations other than expenses for medical and hospitalization expenses specified in the preceding article.

If necessary, and subject to prior agreement with Standard Life, GESA Assistance will advance up to a maximum of five thousand dollars in the lawful currency of Canada, for you or for you and your insured dependents.

All such advances are payable by you in one lump sum within thirty days of receipt of a notice to this effect, to Standard Life. In the event of non-payment within the specified delay, Standard Life will send a notice to the policyholder, and the latter shall immediately pay the specified amount.

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***The Standard Life Assurance Company***

***Your Group Insurance Benefits***

6. Upon request, confirming insurance coverage to physicians and hospitals.

**9.3.2. Expenses Assumed By GESA Assistance In Case Of Accident Or Illness**

1. The transportation or transfer, if necessary, by appropriate means, land or air, recommended by the attending physician in agreement with GESA Assistance to a hospital, near the site of the accident or illness best equipped to provide treatment, given the nature and/or severity of the accident or illness.
2. The return of the insured person to his home or to a hospital near his home, if recommended by the attending physician and in agreement with GESA Assistance, after initial treatment and provided his state of health permits and necessitates it.

GESA Assistance will assume up to the cost of a first class ticket on a regular airline for the return of an insured person if his original return ticket cannot be used for this purpose.

Furthermore, GESA Assistance will assume expenses for local ambulance service to the airport and upon return, to the insured person's home or the nearest hospital.

**9.3.3. Services Provided And Expenses Assumed By GESA Assistance In Case Of Accident, Illness, Death Or Other Emergency**

1. Arranging and paying for the return, to the province of residence, of family members who can no longer use the means of transportation originally planned for their return because of the accident, illness or death of the insured person.
2. Arranging and paying a person to escort any dependent child under sixteen years of age, traveling with the insured person if, following the accident, illness or death of the insured person, no accompanying adult is able to do so.
3. Arranging and paying for the return trip of a family member to enable such a member to visit the insured person whose state of health is such that his return is not possible and requires hospitalization for a period exceeding seven days.
4. Arranging and paying for meals and accommodation of an insured person whose trip is interrupted due to the death or hospitalization of another family member traveling with him, up to one hundred and fifty dollars in the lawful currency of Canada per day for seven days.

rg mla17b

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page 9:3 2004/07/08

***Your Group Insurance Benefits***

5. Arranging and paying for all expenses related to the hiring of a driver to return the vehicle to the insured person's residence or to the nearest rental office if, following the accident, illness or death of the insured person, no other passenger traveling with the insured person can drive the said vehicle.
6. Arranging and paying for all expenses for the communication of emergency messages to the family or to the employer whenever the insured person is unable to do so.
7. Providing legal assistance following legal action taken against the insured person.

Advancing funds for the payment of legal fees, up to a total combined maximum of five thousand dollars, in the lawful currency of Canada, for you and your insured dependents, subject to prior agreement with Standard Life.

Advancing funds for the payment of bail, up to a total combined maximum of five thousand dollars in the lawful currency of Canada, for you and your insured dependents, subject to prior agreement with Standard Life, to cover instances such as ensuring the release and personal appearance of the insured person having been the driver of a vehicle involved in an accident.

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

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

8. Providing information in case of a problem such as **loss** of passport, luggage, money, credit cards, travel tickets, etc., which could interrupt the insured person's trip.

**9.3.4. *Services Provided And Expenses Assumed By GESA Assistance Following The Death Of The Insured Person Due To An Illness Or Accident***

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

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***The Standard Life Assurance Company***

page 9:4 2004/07/08

***Your Group Insurance Benefits*****9.4. Deductible**

The services provided and the expenses assumed under this benefit are subject to the deductible specified under the Health Insurance Benefit, unless a specific deductible is indicated in the Summary Of Benefits.

**9.5. Maximum**

The services provided and the expenses assumed under this benefit are subject to the maximums specified under the Health Insurance Benefit.

**9.6. Extension Of Insurance Without Premium Payment Upon Your Death**

Upon your death, the present benefit is extended without premium payment to the earliest of the following dates:

1. 24 months following your death.
2. The date on which this benefit would have terminated had you then been living.
3. The termination date of the benefit or contract.

**9.7. Exclusions**

The services provided do not cover:

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

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***The Standard Life Assurance Company***

page 9:5 2004/07/08

***Your Group Insurance Benefits*****9.8. Procedures****9.8.1. Reporting Of Accident Or Illness**

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

**9.8.2. Prescription**

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

**9.8.3. Refund Of Return Portion Of Ticket**

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

**9.9. Liability Of GESA Assistance**

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

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

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***The Standard Life Assurance Company***

page 9:6 2004/07/08

150

*Your Group Insurance Benefits*

12. Any other Act of God.

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

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

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*The Standard Life Assurance Company*

page 9:7 2004/07/08

## ***10. Dental Care Benefit***

### **10.1. Insuring Agreement**

The insurer undertakes to reimburse dental care expenses, incurred by you or one of your insured dependents, subject to the terms and conditions hereinafter specified.

### **10.2. Expenses**

#### **10.2.1. Eligible Expenses**

Eligible expenses incurred by an insured person for services, care and treatment provided by a general practitioner, a specialist or a denturologist must be incurred on or after the date the insurance comes into effect but before the coverage for the insured person expires.

The expenses are considered to be incurred only when the treatment is given during the period the insurance is in effect.

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

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

#### **10.2.2. Fees**

Expenses incurred in Canada may not exceed the reimbursement basis in accordance with the Suggested Fee Guide for Dental Services provided for general practitioners, approved and published by the Dental Surgeon Association of the province where treatment is given, and for the year of reference of publication specified in the Summary of Benefits.

Expenses incurred outside Canada may not exceed the reimbursement basis in accordance with the Suggested Fee Guide for Dental Services provided for general practitioners, approved and published by the Dental Surgeon Association of the insured person's province of residence, and according to the reference year of publication specified in the Summary of Benefits.



***Your Group Insurance Benefits*****10.3. Payment Of Benefits****10.3.1. Required Proof**

Before paying benefits, the insurer may require, as proof and at no expense to the insurer, a complete diagram showing the insured person's state of dentition prior to the beginning of the treatment for which a claim is submitted. The insurer may also, if deemed necessary, require laboratory or hospital reports, X-rays, casts, molds or models used for examination purposes, or any other similar evidence.

**10.3.2. Alternate Treatment Plan**

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

**10.4. Treatment Plan**

If the total cost of a treatment is expected to exceed the amount specified in the Summary Of Benefits, a treatment plan must be submitted to the insurer, who will determine, before commencement of treatment, the amount of expenses to be covered.

"Treatment plan" means a written description of the treatment which, in the opinion of the dentist, will be required, including X-rays in support of such opinion, the probable date of treatment and the expected cost.

Even if a treatment plan has been submitted to, and approved by, the insurer, expenses are considered to be incurred only when treatment has actually been given during the period the insurance is in effect.

**10.5. Calculation Of The Amount Reimbursable**

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

**10.5.1. Deductible**

The deductible is that portion of eligible expenses which must be paid by the insured person before any benefits are payable. The maximum deductible required per calendar year is specified in the Summary of Benefits.

***Your Group Insurance Benefits*****10.5.2. Carry-Over Provision**

If the deductible has been satisfied in whole or in part by the payment of expenses incurred in the last three months of a calendar year, the deductible of the following year will be reduced by the amount of expenses thus applied to the deductible.

**10.5.3. Reimbursement Percentage**

The insurer reimburses a percentage of eligible expenses after applying the deductible. Such percentage is specified in the Summary of Benefits.

**10.5.4. Maximum Benefit**

The maximum amount reimbursed by the insurer after calculation of the deductible and percentage of reimbursement is specified in the Summary of Benefits.

In the case of any person becoming insured more than 31 days following the eligibility date, the reimbursement is subject to the conditions specified in the Summary Of Benefits.

**10.5.5. Coordination And Limitation Of Benefits**

If you are insured under other group policies or government programs or where coverage is required by statute, the benefits payable from all sources cannot exceed 100% of expenses incurred, that is, benefits will not be payable with respect to that portion of any eligible expense for which benefits are payable by another plan.

**10.5.6. Dependents' Coordination And Limitation Of Benefits**

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

**1. Spouse**

Where your spouse is insured under the present plan and insured as a participant under another plan, that portion of an expense which is eligible for reimbursement under such plan will not be payable under the present benefit. Your spouse must first file a claim with his insurer.

Thereafter, you may submit to Standard Life a reimbursement request for the portion of the expenses not reimbursed by your spouse's insurer but eligible under the present benefit.

You must provide copies of the other insurer claim settlement and of the receipts.

***Your Group Insurance Benefits***

## 2. Child

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

**As** an example, when your birthdate precedes your spouse's birthdate, you must first submit your request to Standard Life.

Afterwards, your spouse may submit to his insurer a reimbursement request for the portion of the expenses not reimbursed under the present benefit but eligible under his plan. Copies of the settlement issued by Standard Life and receipts must be provided.

Should the spouses have the same birthdate, the claims for children must then be filed in the alphabetical order of the spouses' first names.

***Your Group Insurance Benefits*****10.6. Expenses For Preventive Treatments**

Expenses for the following preventive treatments are eligible:

**10.6.1. Examination And Diagnosis**

1. Oral examination, as specified in the Summary Of Benefits
2. Recall oral examination, as specified in the Summary Of Benefits
3. Emergency oral examination
4. Specific oral examination

**10.6.2. Radiographs**

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

**10.6.3. Tests And Laboratory Examinations**

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

**10.6.4. Preventive Services**

1. Prophylaxis, as specified in the Summary Of Benefits
2. Preventive recall packages, as specified in the Summary Of Benefits
3. Fluoride treatments
4. Initial oral hygiene instruction

**10.7. Expenses For Basic Treatments**

Expenses for the following basic treatments are eligible:

**10.7.1. Other Basic Treatments**

1. Finishing restorations

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***The Standard Life Assurance Company***

page 10:5 2004/07/08

***Your Group Insurance Benefits***

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

**10.7.2. Space Maintainers**

Space maintainers for loss of primary teeth

**10.7.3. Control Of Harmful Habits**

Appliances to control harmful habits for children

**10.7.4. Restorative**

1. Amalgam restorations
2. Acrylic or composite resin restorations

**10.7.5. Other Restorative Services**

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

**10.7.6. Endodontics**

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

**10.7.7. Periodontics**

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

**10.7.8. Prosthodontics —Removable**

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

**10.7.9. Prosthodontics— Fixed**

Repairs

**10.7.10. Oral Surgery**

1. Uncomplicated removals

rg\_mla18

***The Standard Life Assurance Company***

FORM 10-8 0004/07/00

***Your Group Insurance Benefits***

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

**10.7.11. Adjunctive General Services**

Anaesthesia, only in relation to surgery

**10.8. Expenses for Major Treatments**

Expenses for the following major treatments are eligible:

**10.8.1. Prosthetics — Initial**

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

**10.8.2. Prosthetics — Replacement**

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

1. Replacement following the extraction of natural teeth, provided the person is then insured under the contract.
2. Replacement of a prosthesis that **is** at least the age specified in the Summary Of Benefits and can no longer be used.
3. Initial replacement of a temporary prosthesis fitted less than twelve months before.

In no event will the insurance cover lost or stolen prostheses.

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

***Your Group Insurance Benefits*****10.8.3. Restorative**

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

**10.8.4. Prosthetics — Removable**

1. Complete dentures
2. Partial dentures

**10.8.5. Prosthetics — Fixed**

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

**10.8.6. Oral Surgery**

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

**10.9. Expenses for Orthodontic Treatments**

Expenses for the following orthodontic treatments are eligible:

Reasonable expenses incurred for orthodontic treatment given by an orthodontist or a general practitioner to correct the dental irregularities, subject to the age limitation specified in the Summary Of Benefits, if applicable.

***Your Group Insurance Benefits*****10.9.1. Orthodontic Treatments**

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

**10.10. Extension Of Insurance Without Premium Payment Upon Your Death**

Upon your death, the present benefit is extended without premium payment to the earliest of the following dates:

1. 24 months following your death.
2. The date on which this benefit would have terminated had you then been living.
3. The termination date of the benefit or contract.

**10.11. Exclusions**

This benefit does not cover:

1. Treatment or appliance, related directly or indirectly to full mouth reconstruction, to correct vertical dimension and temporomandibular joint dysfunction.
2. Dental implants and all treatments related to implants.
3. Services rendered by a dental hygienist and not administered under supervision of a dentist.
4. Dental services covered under the health insurance benefit, if such benefit is part of this contract, or under any other group insurance contract.
5. Services and supplies relating to any appliance worn in the practice of a **sport**.
6. Expenses which are or would normally be payable or reimbursable under a private or public insurance plan.
7. Self-inflicted injury, while sane or insane.

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***The Standard Life Assurance Company***

page 10:9 2004/07/08

160



8. injury or illness resulting from civil unrest, insurrection or war, whether war be declared or not, or participation in a riot.
9. Services which are not medically required, which are given for cosmetic purposes or which exceed ordinary services given in accordance with current therapeutic practice.
10. Care or services rendered free of charge or which would be free of charge were it not for insurance coverage or which are not chargeable to the insured person.

## ***11. Notice***

At Standard Life, we are committed to maintaining the highest standards of integrity in our business. In the course of our business, it is necessary to collect personal information about you. We will ask for your consent to collect, use and disclose personal information. We will limit collection, use and disclosure of personal information strictly for the purposes of your group coverage.

We will safeguard your personal information. Access to personal information is restricted to Standard Life employees and employees of authorized service providers who need it to determine eligibility, to administer your group coverage, to assess claims and conduct any required investigations. While Standard Life endeavors to protect all your personal information, your medical information will receive the highest level of protection.

You can be assured that not only do we respect applicable laws and regulations, but we also apply generally accepted privacy ethics and standard business practices for the handling of your personal information.

### ***How can you access your personal information and submit a complaint?***

You have the right to be informed of the nature and source of personal information that Standard Life has on record concerning you. Personal medical information will be made available only through a physician designated by you.

You also have the right to request the correction of inaccurate, incomplete or obsolete information in your file. If demonstrated to our satisfaction that the information held in our record is inaccurate or incomplete, we will make the necessary changes.

If you are not satisfied as to how we have handled your personal information, you may submit a complaint.

Any request to access or correct information held in our records or to submit a complaint should be made in writing to:

The Manager, Customer Relations and Ombudsman  
1245 Sherbrooke West  
Suite 1000  
Montreal, Qc  
H3G 1G3

Additional information about Standard Life's privacy protection practices can be obtained on our public Web site and in the VIP Room Web site for Plan Members.

References to "you" and "your" in this Notice include yourself and your dependents.

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***The Standard Life Assurance Company***

page 11:1 2004/07/08

*This Booklet Has Been Prepared In Collaboration With*

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**BASIC ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN  
FOR THE UNION EMPLOYEES  
OF  
Envirotest Systems (BC) Ltd.  
POLICY NUMBER: ABT 50 03 67**

**BASIC ACCIDENTAL DEATH  
AND DISMEMBERMENT INSURANCE PLAN**

**COVERAGE**

The plan offers you full 24-hour protection against accidents, on or off the job, on business, on vacation, at home, regardless of your health history.

**ELIGIBILITY**

All active permanent full-time or permanent part-time Union Employees of the Policyholder, under age 70.

**BENEFIT AMOUNT**

Flat \$30,000.

**AGGREGATE**

\$1,000,000 per any one accident.

Benefit reduces by 50% at age 65 and terminates at age 70 of earlier retirement.

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

**Schedule of Losses**

**Accidental Death & Dismemberment**

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

**Percentage of  
Benefit Amount**

Loss of Life .....	100%
Loss of Both Hands or Both Feet.....	100%
Loss of Entire Sight of Both Eyes.....	100%
Loss of One Hand and One Foot.....	100%
Loss of One Hand and Entire Sight of One Eye.....	100%
Loss of One Foot and Entire Sight of One Eye.....	100%
Loss of Speech and Hearing in Both Ears.....	100%
Loss of Use of Both Arms or Both Hands or Both Feet.....	100%
Quadriplegia.....	200%
Paraplegia.....	200%
Hemiplegia.....	200%
Loss of One Arm or One Leg.....	75%
Loss of Use of One Arm or One Leg.....	75%
Loss of One Hand or One Foot.....	66 2/3%
Loss of Entire Sight of One Eye.....	66 2/3%
Loss of Use of One Hand or One Foot.....	66 2/3%
Loss of Speech or Hearing in Both Ears.....	66 2/3%
Loss of Thumb and Index Finger of Same Hand.....	33 1/3%
Loss of Four Fingers of Same Hand.....	33 1/3%
Loss of Hearing in One Ear.....	25%
Loss of All Toes of Same Foot.....	12 1/2%

"Loss" shall mean, with respect to hand or foot, actual severance through or above the wrist or ankle joint; with respect to arm or leg, actual severance through or above the elbow or knee joint; with respect to eye, the entire and irrecoverable loss of sight; with respect to speech, the total and irrecoverable loss of speech which does not allow audible communication in any degree; with respect to hearing, the total and irrecoverable loss of hearing which cannot be corrected by any hearing aid or device; with respect to thumb and index finger, the actual severance through or above the first phalange; with respect to fingers, the actual severance through or above the first phalange of all four fingers of the same hand; with regard to toes, the actual severance of both phalanges of all toes of the same foot.

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

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

#### Repatriation **Benefit**

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

#### Rehabilitation Benefit

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

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

#### Family Transportation Benefit

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

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

#### Spousal Occupational Training Benefit

When injuries to you result in a payment being made by ACE INA Life Insurance under the Loss of Life benefit, ACE INA Life Insurance will pay in addition, the expenses actually incurred, within 365 days from the date of the accident, by your spouse for a formal occupation training program for the purpose of specifically qualifying your spouse to gain active employment in an occupation for which your spouse would otherwise not have sufficient qualifications.

The maximum payable hereunder is \$10,000.

**Home Alteration and Vehicle Modification Benefit**

In the event you sustain an injury which results in a payment being made under the Schedule of Losses, excluding the **Loss** of Life Benefit, and such injury subsequently requires the use of a wheelchair to be ambulatory, ACE INA Life Insurance will pay the reasonable and necessary expenses actually incurred within 365 days from the date of the accident for:

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

Benefit payments herein will not be paid unless:

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

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

**Day Care Benefit**

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

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

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

**Continuance of Coverage**

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

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

**Seat Belt Benefit**

In the event you sustain an injury which results in a payment being made under the Schedule of Losses, your Benefit amount will be increased by 10% to a maximum of \$20,000, if, at the time of the accident, you were driving or riding in a Vehicle and wearing a properly fastened Seat Belt.

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

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

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

**Special Education Benefit**

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

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

**Conversion Privilege**

On the date of termination of employment or during the 31-day period following termination of employment, you may convert your insurance to an individual insurance policy of ACE INA Life Insurance. The individual policy will be effective either as of the date that the application is received by ACE INA Life Insurance or on the date that coverage under the group policy ceases, whichever occurs later. The premium will be the same, as a person would ordinarily pay when applying for an individual policy at that time. Application for an individual policy may be made at any office of ACE INA Life Insurance. The amount of insurance benefit converted shall not exceed that amount issued during employment up to an all policies combined maximum of \$200,000.

**Waiver of Premium**

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

- a) you return to active employment with your (employee) employer;
- b) you attain age **65**;
- c) the master policy underwritten by ACE INA Life Insurance is terminated.

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

\*You will be considered totally disabled if you are unable to engage in any business or occupation and perform in any work for compensation or profit and has existed continuously for a period of at least 12 months or is in accordance with the waiver of premium requirements under the Policyholder's Group Life Insurance Policy.

**Exclusions**

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

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

**Exposure and Disappearance**

Loss resulting from unavoidable exposure to the elements shall be covered to the extent of the benefits afforded you.



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

### **Critical Illness Benefit**

If, while coverage is in effect but only after coverage has been in effect on the Insured Person for a period of ninety days, the Insured Person is then diagnosed with Cancer, Heart Attack, Kidney Failure or Stroke, and the Insured person survives for a period of thirty days thereafter and is under 65, the Company will pay 5% of the principal sum up to a maximum of \$10,000.

The Company shall only be obligated to pay the critical illness benefit once notwithstanding that an Insured Person may be diagnosed with more than one of the covered illnesses.

**Pre-Existing Condition** Provision: means a sickness suffered from or injury sustained by an insured person for which he or she sought or received medical advice, consultation, investigation, diagnosis, or treatment was required or recommended by a physician during the 24 months immediately prior to the insured person's effective date of insurance or any increased amount of insurance, in which directly or indirectly causes the condition to occur within the first 24 months from the insured person's effective date of insurance or any increased amount of insurance.

### Definitions

**Cancer:** means a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and invasion of tissue. This includes Leukemia, Hodgkin's Disease and invasive melanoma but does not include:

- carcinoma in situ
- Kaposi's Sarcoma or other AIDS related cancers and cancer in the presence of human immunodeficiency virus (HIV)
- Skin cancer or melanoma that is not invasive and has not exceeded .75 millimeters in depth
- Prostate cancer diagnosed as TINOMO or equivalent staging

A Physician certified as an Oncologist must confirm diagnosis in writing.

**Heart Attack:** means the death of a portion of heart muscle as a result of inadequate blood supply to the relevant area. Diagnosis must be confirmed in writing by a Physician who is a certified cardiologist and should be based on new electrocardiograph changes consistent with heart attack as well as an elevation in cardiac enzyme levels.

**Kidney Failure:** means end stage renal disease due to chronic irreversible failure of both kidneys ability to function, requiring the Insured Person to undergo regular hemodialysis, peritoneal dialysis, or renal transplantation. A Physician who is certified in Nephrology must confirm diagnosis in writing.

**Stroke:** means that the Insured Person has suffered a cerebrovascular incident, excluding transient ischemic attack (TIA), producing infarction of brain tissue due to thrombosis, hemorrhage from and intracranial vessel or embolization caused by an extracranial source. There must be evidence of permanent neurological deficit persisting for 30 consecutive days, supported by evidence that the deficit is resulting from the Stroke, confirmed in writing by a Physician who is certified as a neurology

### Exclusion

1. for injury or sickness, other than one of the covered illnesses, even though such injury or sickness may have been complicated by one of the covered illnesses;
2. a complication of Human Immunodeficiency Virus (HIV) infection or any variance thereof including AIDS and AIDS Related Complex;

3. the use, existence or escape of nuclear weapons, material or ionizing radiation from or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel;
4. misuse of medication or the abuse of drugs or intoxicants;
5. any Pre-existing Medical Condition, except where coverage has been in effect for a period of twenty-four consecutive months following the Insured Person's effective date of coverage.

**How to Claim**

Note: In the event of a claim, notice of claim must be given to ACE INA Life Insurance within 30 days from the date of the accident and subsequent proof of claim must be submitted to ACE INA Life Insurance within 90 days from the date of the accident. A claim form can be obtained from the benefits administrator.

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

Underwritten by:

**ACE INA Life Insurance**

Effective Date: June 1, 2004

170