

COLLECTIVE AGREEMENT

BETWEEN:

The Canadian Merchant Service Guild

(hereinafter referred to as the "Guild")



AND:

OFFSHORE RECRUITING SERVICES INC.

(hereinafter referred to as the "Company")



Effective Date

January 1, 2021 - December 31, 2023

TABLE OF CONTENTS

TABLE OF CONTENTS.....	1
ARTICLE 1	4
Preamble - Purpose of Agreement.....	4
Recognition	4
ARTICLE 2	4
Scope.....	4
ARTICLE 3	4
Jurisdiction.....	4
ARTICLE 4	5
Recognition	5
4.07 Legal Defense	5
4.08 Hiring Hall (Hay River)	6
ARTICLE 5	6
No Discrimination.....	6
ARTICLE 6	6
No Cessation of Work.....	6
ARTICLE 7	6
Grievance Procedure.....	6
ARTICLE 8	7
Arbitration	7
ARTICLE 9	8
Discharge.....	8
ARTICLE 10	8
Security	8
ARTICLE 11	9
Management Rights	9
ARTICLE 12	9
12.01 Health and Safety	9
12.02 Joint Union Health and Safety Committee	9
12.03 Examination / Safety and Health Representative.....	9
12.04 Medical Examinations	9
12.05 Emergency Duties.....	10
12.07 Drills	10
12.08 Reporting of Accidents.....	10
12.10 Safety Items.....	10
ARTICLE 13	11
Permanent Employees	11
ARTICLE 14	11
Seniority	11
ARTICLE 15	13
Hours of Work - Hay River.....	13
ARTICLE 16	14
Employment Periods - Hay River	14

ARTICLE 17	15
Maintenance and Pre-Sailing Periods – Hay River.....	15
ARTICLE 18	15
Pay Administration – Master	15
18.01 Schedule of Salaries	15
18.02 Terminating and Replacing Officers	15
18.03 Bank Deposit System.....	15
18.04 Statutory Holidays	16
18.05 Payroll Statements and Records of Employment	16
ARTICLE 19	16
Duties / Extra Duty Pay (EDP) – Hay River	16
ARTICLE 20	17
Transportation and Travel Time	17
ARTICLE 21	18
Mid-Season Break – Hay River	18
ARTICLE 22	19
Vacation Pay	19
ARTICLE 23	19
Leave of Absence.....	19
ARTICLE 24	20
Compassionate Leave	20
ARTICLE 25	21
Severance Pay.....	21
ARTICLE 26	21
Education and Upgrading.....	21
ARTICLE 27	23
Vessel Classification.....	23
ARTICLE 28	23
Manning	23
ARTICLE 29	24
Protective Clothing – Master.....	24
ARTICLE 30	25
Linen and Blankets – Master.....	25
ARTICLE 31	25
TV / Video / Newspaper – Master	25
ARTICLE 32	25
Health Benefits (Dental, vision care, insurance, etc.)	25
ARTICLE 33	25
Employment Notice – Master	25
ARTICLE 34	26
Repatriation – Master	26
ARTICLE 35	26
Mailing Address – Master	26
ARTICLE 36	27
Pension Plan	27
ARTICLE 37	27
Term of Agreement	27

SCHEDULE "A"	28
CMMSG & ORSI Wage Rates	28
Effective January 1, 2021 to December 31, 2021 - 2.5% Increase	28
Effective January 1, 2022 to December 31, 2022 - 2.5% Increase	29
Effective January 1, 2023 to December 31, 2023 - 2.5% Increase	30
SCHEDULE "B"	31
CMMSG & ORSI - EXTRA DUTIES PREMIUM.....	31
Effective January 1, 2021 to December 31, 2021 - 2.5% Increase	31
Effective January 1, 2022 to December 31, 2022 - 2.5% Increase	32
Effective January 1, 2023 to December 31, 2023 - 2.5% Increase	33
APPENDIX "A"	34
LETTER OF UNDERSTANDING	34
RE: Wages for Officers Not Recalled	34
RE: Master – Warning Letters.....	35
RE: Master – Cargo Work.....	36
RE: Hay River – Higher Classification	37
RE: West Coast Shipping Regulation	38
RE: Operation of the “Kakisa”	39
RE: Travel Expenses	40
APPENDIX "B"	41
SUNLIFE BENEFIT BOOKLET	41

COLLECTIVE AGREEMENT

BETWEEN: THE CANADIAN MERCHANT SERVICE GUILD

Representing:

- Masters
- Deck Officers
- Engineer Officers

(hereinafter called the "Guild")

AND: OFFSHORE RECRUITING SERVICES INC.

(hereinafter called the "Employer" or "ORSI")

ARTICLE 1

Preamble - Purpose of Agreement

- 1.01 The general purpose of this Agreement is to ensure for the Employer, the Guild and the Deck and Engineer Officers, as defined herein and employed by the Employer on Vessel(s), the full benefit of orderly and legal collective bargaining and to ensure to the utmost extent practicable, the safety and physical welfare of the said Deck and Engineer Officers, economy of operation, standard of service and protection of property. It is recognized by this Agreement to be the duty of the Employer, the Guild and the Deck and Engineer Officers to cooperate fully, individually and collectively for the advancement of said conditions.

Recognition

- 1.02 The Employer recognizes the Guild as the sole collective bargaining agent for all Masters, Deck Officers, and Engineer Officers employed on vessels owned and/or operated by the Employer.

ARTICLE 2

Scope

- 2.01 The term "Officer or Officers" wherever used in this Agreement shall mean all Masters, Deck Officers and Engineer Officers employed by the Employer on vessels owned and operated and/or bareboat chartered by the Employer. The term "vessel" shall not be deemed to include any floating dry-dock.
- 2.02 This Agreement applies to operations in the Mackenzie River Watershed, and Canadian Polar Waters north of 60 degrees latitude (including Alaska). In the event of operations in other areas of Canada not covered by the Employer and the Guild shall meet to discuss the new operations.

ARTICLE 3

Jurisdiction

- 3.01 It is recognized that the Employer comes within the jurisdiction of the Department of Labour of Canada and other Government Departments having jurisdiction.

ARTICLE 4

Recognition

- 4.01 The Employer recognizes the Guild as the sole collective bargaining agency for all Officers with respect to rates of pay, hours of work and other conditions of employment in this Agreement.
- 4.02
- a) The Employer recognizes the Guild as the source of supply for all Officers covered by this Agreement and will request the same from the Guild. The Employer agrees to employ only Members in good standing. Furthermore, the Guild and the Employer agree that in order to facilitate the efficient and expeditious operations of the Employer's enterprise, and to enhance and maximize the employment opportunities of local residents and particularly aboriginal people, the Guild will accept the Employer's request to employ qualified and reliable personnel from the local area to fill vacancies as they occur from time to time and/or promote qualified Licensed Personnel from within the Employer.
 - b) In order to assist the Guild in obtaining all Officers as Members, the Employer will provide the Guild with the names of all present and new Officers.
 - c) The Guild and the Employer will cooperate and participate fully in the implementation of the Employment Equity Act.
- 4.03 Any Officer not obtained through the Guild and not a Member of the Guild, shall as a condition of employment, make application to the Guild for Membership within thirty (30) days of employment with the Employer.
- 4.04 Effective the last pay period of each month that an Employee draws pay for, the Employer shall deduct from the wages due and payable to each Officer coming within the scope of this Agreement, an amount equal to two times (2x) the uniform monthly Membership fees and assessments of the Guild.
Employees who work at least one hundred twenty (120) days during the calendar year on the lay day schedule or one hundred twenty (120) days during the yearly navigation season are required to be deducted the equivalent of one calendar years full monthly dues. Full monthly dues are owed for any month that an Employee works as an Officer. The Employer will remit all dues owed on a monthly basis to the Guild noting the name of each Officer and the period the Officer worked.
The amount so deducted shall only be changed during the term of this Agreement to conform with changes in the amount of regular fees of the Guild in accordance with its Constitution and Bylaws.
- 4.05 The Employer shall deduct initiation fees as for the time being constitutionally established by the Guild. Signing of the Employer's commencement forms shall serve as the Officer's authorization for the Employer to deduct such dues.
- 4.06 All deductions made pursuant to this Article will be forwarded to the Guild, attention of the Secretary-Treasurer, within thirty (30) days of the deduction where practicable, together with a list showing the names of the Officers to whom the deductions are to be credited.
- 4.07 Legal Defense
- The Employer shall forward to the Guild a sum of forty dollars (\$40.00) per Officer for each month or part thereof the Employee is providing service for the purpose of providing a Legal Defense Fund.

4.08 Hiring Hall (Hay River)

The Employer agrees to pay to the Guild a sum of seven hundred dollars (\$700.00) per Officer employed per season, for a minimum of thirty (30) sailing days. This sum shall be for the purpose of maintaining the hall, hiring board, and dispatcher required, except where there is a stoppage, slowdown or strike by the Officers. Notwithstanding the above, in the instance the Employer promotes an Employee to Officer status or hires an Officer on a temporary basis not exceeding thirty (30) days, a sum of five dollars (\$5.00) per day of employment shall be remitted to the Guild. The overall amount paid per Officer per season will not exceed seven hundred dollars (\$700.00).

4.09 The Employer and the Guild may make alternative arrangements by agreement with respect to the sums referred to in Clauses 4.07 and 4.08 of this Agreement.

ARTICLE 5

No Discrimination

5.01 The Employer agrees not to discriminate against or intimidate any Member of the Guild for his/her activities on behalf of, or, for Membership in the Guild.

ARTICLE 6

No Cessation of Work

6.01 There shall be no strikes, lock-outs, tie-ups, slow-downs or stoppages of work for any cause whatsoever under the terms of this Agreement. It is the intent of the Employer and the Guild that all controversies, regardless of their nature, shall be settled amicably and harmoniously under the terms of this Agreement. Refusal to pass through a legal picket line shall not be construed as a violation of this Clause.

6.02 Definition for the purpose of the Section - *"A Legal Picket Line is a picket line which has not been declared illegal."*

ARTICLE 7

Grievance Procedure

7.01 An Officer who feels that he/she has been treated unjustly or considers himself/herself aggrieved, should within ten (10) days or the first practical opportunity first discuss the problem with the Manager Marine Operations. Failing satisfactory settlement within ten (10) days, the Licensed Officer may present his/her grievance in writing to Human Resources of his/her delegate within ten (10) days of the response from the Manager Marine Operations.

7.02 Differences which cannot be resolved directly between the Employer and the Officer(s), which arise from the interpretation or alleged violations of the provisions of the Agreement, shall be handled in the following manner:

7.03 At the first practical opportunity, after the alleged grievance has arisen, the Guild through its Accredited Representatives, shall present the grievance, in writing, to the Employer's Representatives. A grievance shall be filed within thirty (30) days of the event or when the Officer knew of the facts giving rise to the grievance.

- 7.04 The written grievance shall set out the nature of the grievance, the Section(s) alleged to have been violated and the remedy sought. Either Party may, at its discretion and expense, require the Officer(s) concerned to be present and to give evidence regarding the dispute. Failing resolution of the written grievance, within ten (10) days of its receipt by the Employer, the grievance may be referred to arbitration within thirty (30) additional days.
- 7.05 The written Grievance Procedure shall be carried out at the Employer's Head Office or at such other place as the Guild and the Employer mutually agreed upon, in writing.

ARTICLE 8

Arbitration

- 8.01 If the grievance is not satisfactorily concluded within the time set forth in Section 7.03 and 7.04, the grievance arising from the interpretation or alleged violation of the Agreement may be referred to Arbitration.
- 8.02 The Parties, by mutual agreement, may appoint a single named industry Arbitrator and an alternate.
- 8.03 Where the Parties have not mutually named a single industry Arbitrator and an alternate, the Party desiring to arbitrate shall provide the other Party with the name(s) of a recognized Arbitrator to hear the matter in dispute. Should the Parties fail to agree on the appointment of an Arbitrator, then an application to the Federal Minister of Labour to appoint an Arbitrator shall be made by the Party advancing the matter to arbitration.
- 8.04 The Arbitrator shall meet at the Employer's head office or such other place as the Guild and the Employer agree upon, in writing, within ten (10) days from the date of the appointment of an Arbitrator for the purpose of hearing the grievance. A written record of the grievance previously submitted and the resultant decision shall be presented to the Arbitrator. The Arbitrator's decision shall be confined to determining the issues therein set out.
- 8.05 The Arbitrator shall sit, hear the Parties and endeavor to make his/her award within seven (7) days from the close of the hearings. The Arbitrator shall deliver his/her award, in writing, to each Party. The award shall be final and binding on the Parties to the arbitration and they shall carry out the award forthwith.
- 8.06 The Employer and the Guild shall respectively assume any expenses incurred in connection with the preparation and presentation of their own case, including fees and expenses of their witnesses and/or the fees and expenses of their appointment of an Arbitrator. Any expenses in connection with the appointment of the Arbitrator shall be equally divided between the Employer and the Guild.
- 8.07 The Arbitrator shall have the power to determine whether a particular issue is arbitrable but shall not have the power to alter any terms of the Agreement, nor to substitute new provisions for existing provisions, nor to give any decision which is inconsistent with the terms of the Agreement.

- 8.08 Time frames mentioned herein, may be extended by mutual agreement between the Employer and the Guild, however, in the event that either Party fails to proceed within the time frames set out or as otherwise mutually agreed, the grievance will be deemed to have been abandoned.

ARTICLE 9

Discharge

- 9.01 In the event that an Officer is discharged for just cause, the Employer shall inform the Guild promptly in writing of the Officer's discharge and such discharge may be made a subject of grievance provided the presentation of the grievance is made in accordance with Article 7, with the exception that the grievance must be presented within ten (10) days after the discharge.
- 9.02 If the grievance should be settled in the Officer's favour, he/she shall be reinstated and paid his/her regular salary for the time lost, since the date of his/her discharge, less any monies earned by the Officer during such period. Upon reinstatement, there shall be deemed to have been no break in such Officer's continuous service.

ARTICLE 10

Security

- 10.01 The Employer, the Guild and all Officers agree that operations involving each vessel and the vessel's crew shall be in compliance with the requirements of the Federal Government, the Government of the Northwest Territories and the Canada Shipping Act and the Collective Agreement.
- 10.02 Officers shall comply with Employer policies and direction. Employer manuals will be made accessible to Officers. Such Employer regulations shall not conflict with any provision of the Canada Shipping Act or the Collective Agreement.
- 10.03
- a) No alcohol or non-prescribed drugs shall be possessed or consumed by an Employee while aboard his/her vessel or other Employer work place. Violation of this Article will result in serious disciplinary consequences up to and including termination.
 - b) No firearms shall be possessed by an Employee while working and/or traveling for/or on behalf of the Employer.
 - c) While traveling on Employer or client aircraft, all Officers may be submitted to searches of their person and baggage by Employer and/or client personnel.
- 10.04 When working under this Agreement, the Officer agrees that he/she shall not supply or disclose, either during the course of this Agreement or at any time thereafter, whether verbally or in writing, to any person(s), firm(s), or corporation(s), all or part(s) of any information or knowledge which he/she learns concerning the Employer client or the clients affiliates including, without intending to limit the generality of the foregoing, any information or data concerning the drilling operations of the clients.
- 10.05 The Guild and the Employer agree to fully comply with the Canada Shipping Act and the Canada Labour Code with particular reference to Part II, Occupational Safety and Health Regulations.

ARTICLE 11

Management Rights

- 11.01 The Guild recognizes the right of the Employer to manage and direct the Employer's business in all respects in accordance with its commitments and responsibilities, and to make and alter from time to time, rules and regulations to be observed by Officers, which rules and regulations shall be subject to the provisions of this Collective Agreement.

ARTICLE 12

12.01 Health and Safety

- a) The Employer agrees to take reasonably appropriate measures as deemed necessary with a view to ensuring that Employees, during their course of employment, work in a safe and healthy environment.
- b) The Employer and the Guild agree to encourage the Officers to work in a safe manner and the Officers shall observe the safety and health rules and practices established by the Employer, the Canada Shipping Act, and Labour Canada from time to time, as a measure of protection for themselves and others. Officers failing to abide by safety rules and regulations may be subject to disciplinary action and/or dismissal.
- c) It is the duty and responsibility of each Officer to be conversant with all Employer manuals, rules and practices, to know the guidelines provided and to act accordingly to those guidelines and in accordance with the provisions of the Canada Shipping Act, jurisdictional regulations and the Labour Canada Regulations.

12.02 Joint Union Health and Safety Committee

A Joint Union and Employer Health and Safety Committee shall be established for all vessels each season. The purpose of the Committee shall be to promote safe, healthy working conditions, practices and procedures.

12.03 Examination / Safety and Health Representative

Hearing tests shall be conducted once every two years or more frequently if required by law. After one year of continuous employment, Officers shall be reimbursed for this hearing test up to a sum of seventy-five dollars (\$75.00).

- a) The Employer agrees to conduct appropriate tests of Employees and of the work Environment including noise level readings as deemed necessary by the Employer and/or Labour Canada with a view to ensuring a safe work environment.
- b) Each vessel will have a designated Safety and Health Representative who will exercise the functions under the Canada Labour Code. The Safety and Health Representative shall be the Chief Engineer.
- c) Asbestos control issues will be referred to the Health and Safety Committee.

12.04 Medical Examinations

- a) Where the Employer requires an Officer to undergo a specific medical, hearing, or visual examination by a designated qualified practitioner, the examination will be conducted at no expense to the Officer.
- b) Results of all specific medical, hearing, or visual examinations will be made available to the Officer upon request.
- c) Officers shall authorize that requested specific medical, hearing or visual examination information be supplied to the Employer.
- d) Officers shall not refuse to take such specific medical, hearing, or visual examinations.

- e) When an Officer is deemed not to be medically fit to perform his/her duties by a Doctor to which the Officer was referred by the Employer, the Officer, before he/she is released or goes on disability or sick leave, shall be given the opportunity of being examined by his/her Doctor at his/her expense. Should the opinions of these Doctors conflict, the Employer and the Guild shall arrange for a third medical opinion. The cost of the third opinion shall be shared equally by the Employer and the Officer.
- f) Transport Canada regulations require that all Officers be in possession of a valid and current Transport Canada approved medical certificate. It is required that this certificate be obtained prior to departure from the Officers home port or residence. It is agreed that the Employer will reimburse the Officer for the cost of the medical examination (up to one hundred and fifty dollars [\$150.00]), and the Officer shall provide the Employer with a receipt for same.

12.05 Emergency Duties

Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of other vessels, lives or cargoes, shall be performed at any time on immediate call by all Officers, notwithstanding any provision of this Agreement which might be construed to the contrary. In no event shall overtime or cargo time be paid for work performed in connection with such emergency duties. The determination of an emergency situation will be at the discretion of the Master.

12.06 Officers shall not claim salvage on an Employer vessel which has come into mishap.

12.07 Drills

Lifeboat and other emergency drills shall be held as required by regulations under the direction of the Master.

12.08 Reporting of Accidents

Officers will as soon as is practicable report to their immediate or designated Supervisor all personal injury, accidents, and/or damage to Employer and customer equipment, vehicles, cargo and facilities.

12.09 Officers shall complete and present to their Supervisor a Workers' Compensation Accident Report or other required Accident Reports within twenty-four (24) hours of the time of the accident.

12.10 Safety Items

Officers must wear hard hats, safety footwear, hearing protection and life jackets in designated areas.

12.11 Officers shall not enter fuel tanks, water tanks, or enclosed spaces, without proper safety precautions being taken as required by Safety Rules and Regulations.

12.12 Any Officer who, while in the employment of the Employer, suffers loss of clothing and personal effects through wreck or marine disaster (i.e.: fire, collision, grounding, sinking, etc.) shall be compensated by the payment of up to a sum of five thousand dollars (\$5,000.00) for such loss.

In special cases involving the loss of tools or navigational equipment, additional compensation of up to five thousand dollars (\$5,000.00) will be made.

A list of tools, equipment and significant monetary valued clothing or personal effects brought aboard must be supplied to the Employer prior to sailing.

- 12.13 Any Officer who, while in the employment of the Employer, is required to ship tools and/or personal effects on non-insurable carriers, suffer loss of such tools and/or personal effects, shall be compensated by the payment of up to ten thousand dollars (\$10,000.00) for the loss of such tools and personal effects according to the loss sustained upon submitting a letter from the carrier. A list of said tools and personal effects shall be as identified in Clause 12.12 above.
- 12.14 The Employer will provide all tools necessary for the maintenance of the vessel's equipment prior to commencement of the fitting out program. Opening and closing inventories shall be maintained.
- 12.15 Officers will not be required to fly with a non-insurable carrier. In the extreme circumstances where an Officer has elected not to travel, and thus prevented his/her timely return to the workplace, the Officer will be required to provide, in writing to the Manager, Marine Operations the reason(s) for such delay.
- 12.16 The Employer will supply defect-free safety glasses that fit over prescription glasses.

ARTICLE 13

Permanent Employees

- 13.01 An Officer will be deemed to be a permanent Employee providing he has completed a minimum of one hundred and twenty (120) days service. For clarification, such an Officer would be entitled to seniority entitlements commensurate with his actual days of prior service, rights to recall, pension and Health and Welfare Plan coverage. The Officer's Health and Welfare Plan coverage will be maintained subsequent to recall, and for the balance of the year on a pro-rated basis.

ARTICLE 14

Seniority

- 14.01 The Guild will provide ORSI with a seniority list for all Licensed Officers, showing the Officers date of hire, present classification together with the Officers' Service Seniority and Category Seniority, which will be managed by ORSI going forward.
- 14.02 a) Master Agreement Seniority lists shall indicate the seasonal accumulation of service with the Employer in each of the Licensed Officer categories (e.g.: Master, Chief Mate, 2nd Mate, Chief Engineer and 2nd Engineer).
 b) When an Officer is on leave of absence from the Employer, the seniority list shall reflect his/her status as such, and his/her seniority shall be frozen until such time as he/she returns to full-time employment with the Employer the following year.
 ** All references to season accumulations will be understood to mean yearly accumulations
- 14.03 An Officer, upon attaining permanent status, shall be placed on the first prepared seniority list and shall be credited with service since the date of commencement of employment. Seniority will be accumulated as per Article 14.05. For clarification, it is understood and agreed that seniority calculations for new Officers attaining permanency status under Article 13.01, and who are considered as regular Officers under 14.05 below, shall be calculated from total accrued service with the Employer. The commencement date of employment shall be arbitrarily fixed in accordance with the actual number of days of past employment over the previous two (2) years with the Employer, i.e.: if the Officer had been employed for a total of six (6) months over the course of a two (2) year period, then his seniority would be calculated backwards over the past two (2) seasons a total of one hundred eighty-two point five (182.5) days.

- 14.04 a) A copy of the up-to-date seniority list will be provided to the Guild office and two (2) copies provided to each Vessel at the commencement of the season. One copy shall be posted on the Vessel's notice board with the second copy retained by the Master.
- b) The Employer shall provide bulletin boards for Guild information purposes in the following locations:
- i) Each mess room and staff room on both ship and shore;
 - ii) Other strategic locations as agreed to by the Parties;
 - iii) It is to be understood that the bulletin board space shall not be for the sole use of the Guild.
- 14.05 There shall be two (2) kinds of seniority:
- a) Service Seniority
Being the length of service with the Employer (as an Officer). An Officer shall accrue Service Seniority from the date upon which he/she commenced as a regular Officer of the Employer.
 - b) Category Seniority
Being the length of service with the Employer in a specified category of Officer, i.e. Master, Chief Mate, and Chief Engineer as a Master Agreement or Supplemental Agreement Officer.
 - c) Permanent Officers who are qualified and have given the Employer prior written notice of their availability to sail on either a Master Agreement or Supplemental Agreement vessel will be offered work opportunities according to their category, then service seniority standing, before the Employer fills any vacant position through promotion from the unlicensed ranks or hires through the Guild or from the street. Officers may later elect to decline an offer to work outside their established category seniority to protect their seniority standing within same.
- 14.06 An Officer shall accrue Category Seniority as an Officer to a position within the categories defined in Schedule "A" and Schedule "C".
- 14.07 An Officer will simultaneously accrue Category Seniority for his/her specific category and for categories of lesser rank for which he/she is qualified.
- 14.08 a) An Officer noting any discrepancies in his/her seniority for the previous season may forward to the Human Resources Department within two (2) months of annual issues of the Seniority List a written statement outlining the noted discrepancies. The list shall be issued on May 16th each season. Human Resources shall review the report and advise the Officer within one (1) month of receipt of the Officer's report. Any discrepancies not resolved in this manner may be subject to the grievance procedure.
- b) Where an Officer's seniority is not amended following expiry of the grievance, he/she may not again grieve his/her past seniority.
- 14.09 In the case of layoff or recall, Service Seniority shall be the determining factor subject to qualifications, experience, performance and ability to do the job. Realignment of positions due to lay-offs shall be by Category Seniority, qualifications, experience, performance and ability to do the job.
- 14.10 An Officer who has been laid off will retain his/her seniority and the right to be recalled for a period up to twenty (20) months from date of layoff, provided he/she reports to the Employer when recalled, unless on operational season layoff, and further provided, that should payment of severance pay under Article 25 be made after the expiration of the twelfth (12th) month of layoff, all rights including seniority and recall shall be at an end.

It is understood that an Officer is not entitled to any severance pay until twelve (12) months of layoff have occurred. An officer who is given reasonable notice and fails to report for work upon recall is subject to discharge from service.

- 14.11 a) In assignments and promotions, first consideration will be given to existing Licensed Officers, subject to ability, performance, qualifications and experience. Where ability, performance, qualifications and experience are acceptable, and are equal in the judgment of the Employer between two (2) or more Officers, preference shall be given first to the Officer with the greatest Category Seniority followed by total Service Seniority.
- b) During the operating season, promotions may be subject to operational and travel considerations to limit time loss and cost of transferring.
- 14.12 In the event that mechanization and technological changes should necessitate or bring about a reduction in personnel, the Employer agrees to follow, to the utmost intent practicable, the principle of retaining Officers with the greatest seniority.
- 14.13 A permanent Employee who is off due to work related injury or illness which is supported with medical documentation shall continue to receive seniority credit from date of injury or illness for the purpose of recall to work after the Employee provides acceptable proof of recovery to return-to-work.
- 14.14 An Officer shall forfeit all seniority when he/she:
- a) Is discharged for cause;
- b) Self terminates his/her employment;
- c) Is laid-off and is not recalled to service within a twenty (20) month period from date of layoff at the conclusion of his/her season;
- d) Receives severance payment as per Article 14.10;
- e) Fails to report for work as required by the provisions of the Collective Agreement.
- 14.15 When the Employer awards contract commitments, such contracts will be awarded by category. Service seniority shall be the determining factor subject to qualifications, experience and ability.

ARTICLE 15

Hours of Work – Hay River

- 15.01 The Employer and the Guild subscribe to the principle of the eight (8) hour day, but in recognition of the impracticality of operating on such basis in the Mackenzie River Watershed Area or in the Arctic, agree that a twelve (12) hour day shall be worked throughout the Navigation Season.
- 15.02 Yarding Vessels – Hay River
- a) The term yarding Vessel shall mean Vessels where Officers work on daily shifts of twelve (12) consecutive hours, inclusive of meal breaks for those Officers confined to the vessel and exclusive of meal breaks for those Officers who are not confined to the Vessel.
- b) A day will be defined as from 00:01 to 24:00 hours.

ARTICLE 16

Employment Periods – Hay River

16.01 Employment Periods

Contracts for Officers who became permanent Employees will be for one hundred and forty-two (142) days within a period starting April 15 of each year and ending on November 15 of the same year. Officers employed under the one hundred forty-two (142) day shall be guaranteed remuneration for the contract days at the daily rate.

- a) Any non-working self-isolation time, if required, will be paid at 8 hours per day at the daily hourly rate.
- b) Any non-working isolation period, if required, will not be counted as part of a 142 day contract.
- c) Permanent employees may be recalled prior to May 21 and work fit-out days. The 142 day contract will start on May 21 or after 15 fit-out days, whichever occurs first.
- d) Permanent employees who are recalled to start between May 21 and June 15 will have their 142 day contract start on the day they commence work.
- e) Permanent employees who are recalled to start after June 15 will be paid in accordance to the following:

0 – 52 days	basic daily rate for each day worked
53 – 71 days	½ annual salary
72 – 118 days	½ total annual salary + daily rate for each day worked over 72 days
Over 118 days	total annual salary

Article 16.01(e) does not apply to Officers described in Article 18.02 of the Collective Agreement.

16.02 Permanent Officers who have completed their one hundred forty-two 142 Day Contracts will not be displaced from their regular vessel or assignment unless mutually agreed by the Officers and by the Employer.

16.03 In the event an Officer is required to work in excess of their contract days within the period beginning April 15 of each year and ending on November 15 of the same year, Officers shall receive one and one-half (1½) times the applicable daily rate for each twelve (12) hour day worked.

16.04 The Employer will provide Officers two (2) weeks' confirmation of their anticipated start date. It is understood that circumstances beyond the Employer's control may render such notice impracticable. Definition of circumstances beyond the Employer's control are:

If the originally notified Employee is unable to fulfill the take-up assignment,
or

a serious unexpected and dangerous situation that requires immediate deployment.

16.05 If circumstances on 16.04 are not met, Officers not recalled with a minimum of two (2) weeks' notice when recalled to work shall receive the sea day rate for each day short of the two (2) weeks' notice, e.g.: If five (5) days' notice give out of the fourteen (14) required; nine (9) days at the sea day rate will be paid.

ARTICLE 17

Maintenance and Pre-Sailing Periods – Hay River

- 17.01 Refit work carried out onboard any Employer operated vessel outside of the operating season will be supervised by, or carried out under the direction of a competent person, i.e.: Manager, Marine Engineering & Technical. If the Chief Engineer assigned to that specific vessel at the commencement of the following navigational season is not in attendance for such refit work, the Employer shall ensure that a competent person who is familiar with the work done shall confer with the Chief Engineer prior to sailing, advising of any and all work and results thereof. In addition, any report(s) generated as a result of said refit work will be provided to such Chief Engineer. Notwithstanding the above, when refit work is being conducted on the main propulsion of steering systems, a Chief Engineer shall be in attendance overseeing and/or assisting with such work. During the normal spring activation, this will be within two (2) weeks of the vessels scheduled sailing date. For clarification, the systems referred to are the main engine(s), gear box(es), and hydraulic systems. The Employer will endeavor to recall a Chief Engineer each spring within two weeks of the vessels scheduled sailing dates. These requirements are waived where extenuating circumstances arise which are clearly beyond the Employer's control such as unanticipated activation of vessels.
- 17.02 The Employer will provide suitable accommodation to the Officer without cost. Such accommodation must meet the approval of the appropriate government authority responsible for health and living conditions in the Province or Territory where the Officer is employed. An inspection certificate from the Health Authority should be displayed in the designated bunkhouse.

ARTICLE 18

Pay Administration – Master

- 18.01 **Schedule of Salaries**
The appropriate salary rates contained in the Schedule of Salaries set forth in Schedule "A" and Schedule "C" hereto, shall be maintained throughout the life of this Agreement.
- 18.02 **Terminating and Replacing Officers**
Any Officers terminating prior to the conclusion of the season will receive payments based on the formula - total salary divided by 142, times days worked.
- 18.03 **Bank Deposit System**
It is agreed that the Employer will continue administering a Bank Deposit System for all Licensed Officers. Each Officer must participate in the program and will be required to fill out the Employer's Bank Deposit Form at commencement of employment each season.

18.04 Statutory Holidays

All pay and leave earned for statutory holidays shall be shown as separate items on payroll statements.

All Officers will be given the following paid statutory holidays when the Officer has received wages from the Employer in at least fifteen (15) of the last thirty (30) days preceding the stat holiday.

New Year's Day	Good Friday	Easter Monday
Victoria Day	Canada Day	August Civic Holiday
Labour Day	National Day for Truth and Reconciliation	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

Any statutory holiday proclaimed by the Federal Government shall be recognized upon proclamation and included as a paid statutory holiday.

18.05 Payroll Statements and Records of Employment

The Employer shall provide on a monthly basis, on each Officer's payroll statement, a clear and detailed accounting of rates of pay, earnings to date, number of hours worked, and show EDP payout and vacation pay entitlements.

Records of Employment will be issued within five (5) calendar days from the date of lay-off or within five (5) calendar days from the date of final pay of the operational season is processed, whichever date is applicable. Each payroll statement to be provided electronically via e-post.

18.06 A payroll stub legend, outlining the applicable payroll codes, will be given to each Member at the beginning of each season and a copy will be placed on the bridge of each operational vessel.

ARTICLE 19

Duties / Extra Duty Pay (EDP) – Hay River

19.01 The duties of a Deck Officer shall be primarily those of a Navigating Officer and working Supervisor of unlicensed crew Members. A Deck Officer shall not be required to perform the work of an unlicensed crew Member.

19.02 The prime responsibility of an Engineer is to operate and maintain the engine room equipment and to maintain other mechanical equipment on the vessel.

19.03 Engineers called to work off the vessel to repair or maintain another vessel's mechanical equipment (ship's work boat excluded) shall be paid at the applicable cargo rate as per Schedule "A" in addition to his/her regular pay.

19.04 a) All Officers shall receive Extra Duty Pay (EDP) as per Schedule "A". It is understood that the Extra Duty Pay is calculated on the basis of one (1) hour per day during the one hundred forty-two (142) day contract period.

The calculation of the EDP shall be based upon the following formula:

$$\text{EDP} = \frac{\text{Daily Rate}}{12} \times 142 \text{ Days} = \text{EDP Annual Amount}$$

19.05 Masters of all vessels and all Mates, shall be paid the applicable cargo rate, as per Schedule A while they supervise cargo work.

- 19.06 For cargo time performed on watch, the Officer shall receive, in addition to his/her daily rate of pay, the regular hourly cargo rate. Any cargo work performed off watch will be paid for at time and one-half (1½) the regular hourly cargo rate for all hours up to and including twelve (12) hours per day and double time (2x) the regular hourly cargo rate thereafter. Cargo time shall be accumulated and paid as per the provisions of Article 19.07.
- 19.07 Compensation for work performed at cargo rate and overtime, where applicable, will be accumulated. Where the accumulated amount of cargo time and overtime earnings exceeds the applicable annual EDP, such excess amount will be paid the following month. (Refer to example on Schedule "B").
- 19.08 The Employer agrees that the Officers will not be requested to work cargo or drive forklifts.
- 19.09 Officers assigned to yarding vessels shall not receive EDP, subject to the Letter of Agreement Re.: Operation of the "Kakisa".
- 19.10 Cargo time shall not apply when safety of life at sea is involved.
- 19.11 Masters to be consulted regarding the levels of personnel, difficult loads and how loads may best be loaded to facilitate unloading at remote discharge sights, but ultimate decision making remains with the Employer.

ARTICLE 20

Transportation and Travel Time

- 20.01 The Employer agrees that all Licensed Officers who have served the Employer continuously from time to fit-out to completion of lay-up, excepting only periods of justifiable absence from duty, shall receive Employer paid air transportation to and from port of fitting-out and lay-up of vessel to the airport nearest their place of residence within Canada. The amount of transportation provided shall not exceed that supplied when first hired.
- 20.02 a) Officers except those hired at point of embarkation in the North shall receive two (2) days' pay while travelling to and from port of fitting-out and lay-up of vessel (i.e. daily rate straight time pay going to the vessel at commencement of the season and daily rate straight time pay returning from the vessel at the conclusion of the season).
For Officers required to travel after the completion of their one hundred forty-two (142) day contract period, days will be paid at one and a half times (1 ½ x) the daily rate.
- b) Officers will be paid a daily meal allowance of eighty dollars (\$80.00) per working day in all cases where the Employer does not supply prepared meals onboard the vessel while in port, or during yearly or seasonal start up or shut down.
Where the actual cost of a meal exceeds the maximum allowance, and the expense is supported by a receipt, the Officer will be reimbursed for the actual cost of the meal.
- 20.03 Officers shall perform duties as required on their reporting date. If travel pay applies, it shall apply to the day prior to arrival.

- 20.04 An Officer traveling via his or her own vehicle may claim mileage at the Employer car mileage rate for actual distance traveled to the equivalent excursion rate airfare. An Officer traveling via another form of transportation may claim transportation expenses up to a maximum of the excursion rate air fare. Officers travelling from beyond Edmonton shall receive up to a maximum of one hundred fifty dollars (\$150.00) for meals and accommodations. Claims can be made by attaching receipts to an Employer Expense Form and submitting same to the Manager, Human Resources. Officers providing their own transportation shall receive pay as per the provision of Article 20.02 and 20.03, as applicable, and shall arrive on their reporting date at a time not later than if available air transportation had been taken.
- 20.05 The Employer will reimburse the Employee for reasonable ground transportation to and from the airport nearest to his/her residence and vice versa, to a maximum of one hundred twenty-five dollars (\$125.00) each way with supporting mileage and/or receipts. Alternatively, an Officer driving his/her own vehicle or taking other transportation to and from the airport nearest his/her home may claim car mileage as per the Employer car mileage rate for actual distance traveled to a maximum of one hundred twenty-five dollars (\$125.00) each way with supporting mileage and/or receipts. To claim these expenses, proper receipts must be attached to the Employer Expense Form where applicable and submitted to the Manager Marine Operations or the Human Resources immediately after the travel is completed.
- 20.06 Officers who are discharged for just cause or self-terminate their employment prior to the completion of the season shall not receive travel pay and shall be deducted all associated travel costs.
- 20.07 Officers hired at point of embarkation of the North shall not receive transportation assistance or travel pay.
- 20.08 Officers traveling on Mid-Season Break shall receive transportation, meals and ground transportation as provided in this Article. Officers failing to return from Mid-Season Break will have associated travel costs deducted and employment terminated.
- 20.09 Officers who fail to report to their vessel on time, through their own negligence, may be subject to disciplinary action and/or be required to pay for the additional associated travel cost incurred in getting to the vessel. Pay other than travel pay shall commence on their first regular watch upon reaching the vessel.
- 20.10 Officers who are requesting the Employer to utilize their personnel vehicles to conduct Employer business shall be compensated at the applicable Employer mileage rate. Claims for such expenses must be made on an Employer Expense Report.

ARTICLE 21

Mid-Season Break – Hay River

- 21.01 Each Officer on vessels operating out of the North (with the exception of yarding boats in Hay River) will be entitled to an optional Mid-Season Break of eighteen (18) days inclusive of travel, provided the Officer meets the provision of Article 13.01. The first day of the Mid-Season Break will be the day following completion of the last shift worked prior to the Mid-Season Break (i.e.: if an Officer's last shift worked is July 7, the Mid-Season Break would commence on July 8, and the Officer would return to work on July 26). Should an Officer encounter delays in departing or returning from his/her Mid-Season Break which are beyond his/her control and for reasons acceptable to the Employer, the amount of time attributed to such delay shall not be counted as forming part of the Mid-Season Break.

- 21.02 It is understood that, the amount deducted from the vacation accrual will be calculated at the contract daily rate times the number of days taken.
- 21.03 The Employer reserves the right, in consultation with the Officer, to schedule such Mid-Season Break to their convenience due to the operational considerations and subject to the limitations in the number that can be rotated as relief crew.
- 21.04 Each Officer must forward his/her request for such leave in conjunction with the requirements of Article 33.02. Any requests submitted after January 31st term requests are at the Employer discretion.
- 21.05 An Officer who fails to return for other than compassionate reasons from his/her Mid-Season Break shall have his/her transportation costs and expenses deducted from his/her final pay.
- 21.06 Short term promotions for Mid-Season Break purposes shall as closely as possible be made in accordance with the provision concerning promotions under Article 14 - Seniority.
- 21.07 A permanent Officer who has been provided a contract commitment from the Employer and does not take their Mid-Season Break shall be entitled to remuneration of nine and one-half per cent (9½ %) based on their total annual salary (total annual salary included vacation pay entitlements) in accordance with Schedule "A" of this Agreement providing that;
- a) They have been recalled, and commenced employment under the one hundred forty-two (142) day contract; and
 - b) They complete the employment commitment to the Employer.
- The foregoing remuneration shall be paid at the conclusion of the operational season.

ARTICLE 22

Vacation Pay

- 22.01 Vacation pay will be paid at a rate of nine per cent (9%), and will be paid out as it is earned.

ARTICLE 23

Leave of Absence

- 23.01 The Employer agrees to provide Leave of Absence, without pay, for any Officer elected or appointed to a Guild Office, for a service of up to three (3) years, provided the application for such leave is made prior to January 15th of the year in which the leave is to commence and provided that such Leave of Absence shall commence either prior to May 1st or subsequent to October 31st of each calendar year. Such Leave of Absence shall not terminate between the date of May 1st and October 31st in any year.
- 23.02 Further Leave of Absence, without pay, may be granted by mutual consent. Any Officer who obtains such Leave of Absence shall return to the Employer within thirty (30) calendar days after the completion of this term of employment with the Guild.
- 23.03 An Officer who takes employment ashore with the Employer or is appointed to Guild Office shall be allowed the privileges contained in Section 23.01 and shall accumulate seniority during the period of such Leave of Absence, however, seniority shall not accumulate during successive Leaves of Absence.

- 23.04 When an Officer on a Leave of Absence takes employment with a competitive Employer, he/she shall be deemed to have terminated his/her employment with the Employer and lose all seniority. Seniority shall not be lost during short-term Compassionate Leave granted by the Employer.
- 23.05 A Leave of Absence for a season may be allowed an Officer after a period of three (3) consecutive seasons of employment with the Employer, providing the Employer is notified of his/her intention by February 28th of the year in which the leave is to commence. On returning to work for the Employer the following season after a Leave of Absence, the Officer's seniority shall read as a continuation from the last season that he/she worked. Such Leave of Absence may be renewed every three (3) years upon application.
- 23.06 Any Canadian Merchant Service Guild Member employed by ORSI that is nominated to a position of either engineer room or deck area Representative may be allotted time off subject to operational considerations to attend the annual Guild Convention with no loss of wages or days taken away from Mid-Season Break. A maximum of seven (7) days is allowed.
Requests for time off must be made in writing by March 31st.
No more than one (1) Officer from each department shall be granted a Leave of Absence in accordance with this Article in any calendar year.

ARTICLE 24

Compassionate Leave

- 24.01 The interpretation of the Clause "immediate family" shall be that as defined from time to time under the Canada Labour Code.
- 24.02 Compassionate Leave, with pay shall be granted to an Officer who is required to be absent from work due to the death or serious illness of an immediate family Member or due to serious domestic affairs of the Officer.
- 24.03
- a) Compassionate Leave shall be up to one (1) week, beginning after the Officer's arrival in Edmonton-and ending upon the Officer's return to Edmonton. Edmonton may be substituted for another mutually agreed upon Canadian city. Officers required to attend to such matters in the Northwest Territories shall receive one (1) week from departure from his/her vessel. Consideration will be given for extra days (over seven (7) days) at no pay depending on individual circumstances.
 - b) Notwithstanding the above, circumstances may dictate that an Officer may have to be absent for the balance of an operational season due to a serious illness affecting his/her immediate family. In such a case, the Officer will continue to receive seniority credit to the date the vessel to which he/she was assigned to laid up at the conclusion of the season.
 - c) Officers absent due to Maternity or Parental leave shall receive seniority credit for the duration of the leave.
- 24.04 Officers on Compassionate Leave within Canada shall be provided with Employer paid airfare to Edmonton or another mutually agreed upon Canadian city. Should the Officer not return from Compassionate the airfare will be deducted from his/her final cheque.
- 24.05 Officers shall furnish proof to the Employer upon request.

ARTICLE 25

Severance Pay

- 25.01 The severance article will apply based on CMSG Officers' record of service with ORSI.
- a) In the event the Employer terminates the employment of a permanent Officer except where the termination is by way of dismissal for just cause, the Employer shall pay to the Officer the lesser of:
 - i) seven (7) days wages at his/her basic rate of wages for his/her regular days of work in respect of each completed season of employment.
 - ii) seventy (70) days wages at his/her regular hours of work.
 - b) An Officer retiring from the Employer shall be eligible to receive severance pay on the following basis:
 - i) two and one-half (2½) days' pay at the basic daily rate of pay for each season worked to a maximum of forty (40) days.
 - ii) Officers who become permanent Employees after the ratification of this agreement in 2012 will not be eligible for this provision.
 - c) In the event an Officer dies while an Employee of the Employer, his estate shall receive the retirement severance pay entitlements as outlined above.
- 25.02 Circumstances deemed to be termination and deemed not to be termination for purposes of this clause:
- a) Except where otherwise provided by regulations, an Officer shall be deemed to have been terminated when he/she is permanently laid-off.
 - b) In the event the Employer does not have the contract for the Western Artic sealift campaign, severance pay is not payable if the Officer is recalled for the season by a new employer for a minimum of thirty (30) days, and severance pay, if applicable, would be payable no later than October 31, of the year not recalled.

ARTICLE 26

Education and Upgrading

- 26.01 An Officer who is a Permanent Employee, upon request, will be given assistance for an upgrading course. Officers shall apply for Government funding (through Human Resources Development Canada or other appropriate agencies) where ever available. Where courses are required by Government regulation to re-validate or maintain currency (i.e.: Continued Proficiency Certification), Officers must have attained permanency status under Article 13 as at November 1, 1996. The following conditions will apply:
- a) An Officer requesting assistance for upgrading courses must first advise his/her Department Head, in writing, of his/her intent to take such courses. The request for assistance must include the specific course to be taken, dates, training school location and itemized estimate cost for course fee, required classroom textbooks and examination fees.
 - b) The Department head will consider the request and will advise the Officer, in writing, with a copy to the Human Resources Department, as to whether the request for assistance has been approved.
 - c) The Employer shall have the discretion as to the courses to be approved, the priority of attendance and the number of Officers who may take the courses during the off season.

- d) Upon successful completion of the course, the Officer must forward to the Human Resources Department, the original receipts for the course fees, required classroom textbooks and examination fees. A document which reflects the successfully complete courses must also be submitted at this time. Subject to the previous Clauses of this Article, and in the instance the course and/or courses prerequisites for attaining higher Certification of Competency status, and the Employer has identified and deemed a need for such higher level of Certification, the following shall prevail:
- i) Application for consideration must be made, in writing, by the Officer in sufficient time for appropriate budgetary and logistical arrangements to be made.
 - ii) The Employer shall pre-pay the cost of the course(s) which payment shall be equally born between the Employer and the Officer affected. Upon rehire by the Employer subsequent to completion of said course(s), the Employer shall deduct fifty per cent (50%) of the course(s) costs from the Officers pay.
 - iii) The Employer shall provide any required travel cost on the basis of excursion rate airfare from the Officers home location to the nearest training facility, and return upon course completion.
 - iv) The Employer shall provide a daily accommodation and meal allowance of one hundred fifteen dollars (\$115.00) per day for the scheduled duration of the course(s). This allowance will be provided to the Officer via a bi-weekly payment schedule during the period of time the Officer is attending such course(s) and the Officer will be obligated to provide the Employer with appropriate receipts. In the instance the Officer does not provide expense receipts or where the daily expense receipts are less than one hundred fifteen dollars (\$115.00), the Employer shall have the right to recover from the Officer's pay any and all shortfalls.
Notwithstanding the above, where the Officer resides within a reasonable commute (one [1] hour vehicle commute) from the training facility, such an Officer will only be entitled to compensation for meals, parking and mileage charges to a maximum of forty dollars (\$40.00) per day while actually attending the course(s). Payment for same will be provided upon providing the Employer daily expense receipts for same.
 - v) The Officer commits to acquiring the Certificate of Competency sought.
 - vi) The Employer will extend this offer of financial assistance once only for said Officer and course. In the event that the Officer does not successfully acquire the Certificate sought on the first attempt, then the burden of acquiring same within a two (2) year time frame at no further cost to the Employer lies with the Officer.
 - vii) Upon successful acquisition of the identified Certificate of Competency sought, the Officer will provide in writing a return of service commitment to remaining in the employ of the Employer for a further four (4) season thereafter.
 - viii) For the Employer to protect its considerable financial investment in each instance, the Officer at the outset and prior to commencing such course(s) must agree, in writing, to recompense the Employer on a proportional basis, the balance of the Employer costs incurred should the four (4) season employment commitment by the Officer fail to be honored.

- e) The Employer shall assist the Officers (in the case of Government regulated re-validation or maintenance only), for travel costs by providing a reimbursable advance relative to costs of excursion rate airfare from home location to location of training facility and return, should said Officer request such consideration. Such indebtedness shall be recovered by the Employer from wages payable during the navigational season. Thirty-three and one third per cent (33 1/3%) to be repaid from June payroll, thirty-three and one third per cent (33 1/3%) to be repaid from July payroll and thirty-three and one third per cent (33 1/3%) to be repaid from August payroll. Should such Officer not return to the employ of the Employer, the indebtedness shall be repaid from the Officers severance entitlement. For Continued Proficiency Certification only, the Employer shall assist the Officer where he/she must reside away from home to attend the course by providing an accommodation and meal allowance of fifty per cent (50%) of such expenses, to a maximum of five hundred dollars (\$500.00) per Officer per course. Such allowance shall be paid by the Employer upon successful completion of the course and upon presentation of appropriate receipts. The Employer will only pay for the attempted certificate once, the Officer bares the future costs if not successful the first time.

- 26.02 Required classroom textbooks, referred to above, is limited to the actual textbooks required in the course and does not include other textbooks or Articles which would be considered "suggested reading".
- 26.03 Reimbursement for the approved course fees, required classroom textbooks and examination fees for successfully completed courses shall be made upon the completion of the operating season following the date of said examinations.
- 26.04 It shall be the responsibility of the Officer to make application and register at the school, and the Employer will make representation to the Governmental Department on behalf of the said Officer as may be required.
- 26.05 a) The Employer may require the Officer to attend other non-licensing safety and/or training courses or seminars, and the Officer(s), given reasonable notice of at least twenty-one (21) days, may make themselves available to attend such course(s) or seminar(s).
- b) The Employer, when scheduling such safety and/or training course(s) or seminars, shall bear the costs including transportation, reasonable expenses, tuition fees, books and examination fees. Officers who are required by the Employer to attend such courses will receive pay at the applicable contract rate to be applied to the one hundred and forty-two (142) day contracts.

ARTICLE 27

Vessel Classification

- 27.01 Subject to Article 2.02, any vessel or vessels added to the fleet or re-powered will be classified on the basis of horsepower, certificate requirements and area of operation, by a Committee of the Employer and the Guild.

ARTICLE 28

Manning

- 28.01 The Officer positions, as listed in the attached wage schedule, shall be the minimum Officer requirements unless otherwise mutually agreed by the Employer and the Guild subject to Article 14.12.

- 28.02 Vessels changed to yarding vessels may have their manning changed, by mutual agreement.
- 28.03 The Parties agree, notwithstanding the inclusion of 2nd Mates and 2nd Engineers at Level 3 and 4 of the wage scales, that there shall be no requirement for the Employer to employ Officers in this capacity in the absence of Regulatory requirements to carry same. Notwithstanding the above, should operational requirements dictate that a 2nd Mate or 2nd Engineer is required, then such Officers shall be remunerated on the basis of the wage scales referenced above.

ARTICLE 29

Protective Clothing – Master

- 29.01 The Employer will provide rain jackets and pants.
- 29.02 The Employer shall provide each Engineer Officer with two (2) sets of coveralls upon reporting. The Employer shall provide Deck Officers with one (1) set of coveralls upon reporting.
- 29.03 Upon request of a Permanent Officer, the Employer will reimburse the Officer seventy-five per cent (75%) of the cost of a thermofloat, or reimburse-\$150.00 for floater or insulated coveralls upon the Officer submitting an invoice of purchase through the Employer's expense reporting procedures. Such thermofloat or insulated coveralls may be renewed after three (3) years, at the Officers request.
- 29.04 The Employer shall reimburse Officers up to two hundred dollars (\$200.00) for the purchase of CSA approved safety footwear. The Employer may designate the type of appropriate CSA footwear. This allowance will be applicable to one (1) pair of safety footwear per season and can be obtained by verifying the CSA approval and submitting to the Human Resources an original invoice of purchase attached to an Employer Expense Report.
An Officer will be allowed to accrue the boot allowance over two years and will be reimbursed not to exceed the aggregate total of the calendar years the claim is being submitted for. Should an Employee terminate or be dismissed prior to working sixty (60) continuous days, the footwear allowance received will be deducted from the Officer.
- 29.05 The Employer shall supply one (1) hard hat each operating season to Officers to wear them. Hard hats shall be turned in at the conclusion of the season or upon termination of employment. If not turned in, the Employee may be deducted for the cost of the hard hat.
- 29.06 The Employer shall supply two (2) sets of floater coveralls to each vessel. Four (4) sets of floater coveralls shall be supplied to the larger tugs. Floater coveralls shall be part of vessels' safety equipment and used as directed by the Master.
- 29.07 Working gloves will be provided to all Officers by the Employer. Working gloves are to be turned in before new ones are issued.

ARTICLE 30

Linen and Blankets – Master

- 30.01 Each Officer shall be supplied with clean blankets, linen and towels at the beginning of each Navigational Season. Linen and towels shall be changed every week where practicable. Each Officer shall have blankets cleaned or replaced every three (3) months where practicable.
- Should an Officer elect to purchase and use a duvet or other such bedding while in the employ of the Employer, he/she shall be compensated to a maximum of one hundred dollars (\$100.00) for the purchase of same. Eligibility for this allowance shall be on the basis of once every five (5) years.

ARTICLE 31

TV / Video / Newspaper – Master

- 31.01 The employer shall supply to all live aboard vessels with a DVD Player and satellite TV equipment with an upgraded channel subscription, and an updated video library.
- 31.02 Internet access will remain at the same level as provided during the 2019 season until such time as changes occur based on the recommendations by a Joint Committee comprising of one representative from each of ORSI and the Guild. Committee recommendations are to be tabled by the conclusion of the 2020 working season.
- 31.03 ORSI agrees to provide a cellular booster on two operational vessels. (1 river vessel and 1 arctic vessel) on a trial basis. The trial basis will be no longer than one year. ORSI will fit repeaters to distribute the signal and make it available to the whole crew, other than the wheelhouse. If the trial is successful, the same will be done on other live aboard vessel.

ARTICLE 32

Health Benefits (Dental, vision care, insurance, etc.)

- 32.01 ORSI agrees to extend the Benefit Plan, Sun Life Policy #101560 (benefit booklet appended - see Appendix "B") for the 2020 season and shoulder season, which will end June 30, of the following year, unless the parties agree to extend the shoulder season end date.
- For example, for the 2022 season, the shoulder season will end June 30, 2023.
- The costs of the plan shall be equally shared, fifty per cent (50%) by ORSI, and fifty per cent (50%) by the Employee during the season, if they are working, and one hundred per cent (100%) by ORSI during the shoulder season if they are not working.
- Employees will be eligible for the Benefit Plan from the date of hire.
- ORSI will pay for MSP (or equivalent medical plan) for those Employees in provinces where there is a charge for provincial medical service plan.

ARTICLE 33

Employment Notice – Master

- 33.01 Officers shall keep the Employer's Human Resources Department advised at all times of his/her current address, phone number and changes in marital status (including common-law), dependent or beneficiary status.

- 33.02 Each Officer, who in the previous calendar year, has served or has been deemed to have served until the close of the navigation season, shall advise Human Resources in writing between January 1st and January 31st of each year, as to whether or not he/she will be available for employment during the next following season of navigation and whether he/she is requesting a Mid-Season Break. Officers confirming availability for employment may also request consideration for a change in Vessel assignment.
- 33.03 The Employer shall reply to the Officers, with a copy to the Guild, stating whether or not employment can be offered, by March 1st, and at the earliest, practicable opportunity thereafter, the Employer shall provide the Officers concerned with the employment particulars.
For those Officers that are not offered contract employment, they will be notified by April 15 that they will be on operational season layoff.
- 33.04 An Officer who fails to carry out the provisions of Article 33.02 may not be recalled to service.
- 33.05 The Employer shall advise Officers who are not eligible for rehire by February 15th of each year. Officers who were discharged for cause or who self-terminated their employment will not be eligible for rehire.
- 33.06 If contract employment is not available to a permanent Employee, that Employee will be on operational season layoff effective May 16th or June 1st, whichever is applicable, until October 20th, when the normal season layoff will commence. If during this period, the Officer has not elected severance under the terms of Article 25, he/she shall be eligible for contract employment rehire the following season without loss of previous seniority. An Officer on operational season layoff has the right to refuse any other employment periods offered by the Employer that may become available during the operating season. Any Officer on operational season layoff that accepts an employment period offered by the Employer will be paid as per the attached Letter of Understanding.

ARTICLE 34

Repatriation – Master

- 34.01 Repatriation within/to Canada shall be at the Employer's expense and arrangements thereto shall likewise be made by the Employer.
Officers who are discharged for just cause or self-terminate their employment prior to the completion of the arctic navigation season or Supplemental Agreement voyage shall not receive travel pay and shall be deducted all associated repatriation costs.

ARTICLE 35

Mailing Address – Master

- 35.01 Any Notice in writing either Party desires to give to the other shall be given by registered mail, postage prepaid, addressed as follows:

To The Employer

OFFSHORE RECRUITING SERVICES INC.
30 Queen's Road
St. John's, NL Canada A1C 2A5
Phone: (709) 576-8560
Fax: (709) 576-1983

To The Guild

The Canadian Merchant Service Guild
#130 - 815 First Street,
New Westminster, BC V3L 2H7
Phone: (604) 939-8990

35.02 Any notice so mailed shall be deemed given as of three (3) days following the next business day after date of mailing. The registration receipt shall establish the date of mailing. Either Party shall serve notice on the other Party of any change of address.

ARTICLE 36

Pension Plan

36.01 In lieu of a pension plan, ORSI will contribute the equivalent of five per cent (5%) of each Officer's earned wages during the working season. If the Officer chooses to have such funds directed to his/her RRSP, the payment will be paid out towards a self-directed Registered Savings Plan or any other plan chosen by the Officer. If the Officer chooses not to invest in an RRSP, such funds will be paid as normal wages. The Employer portion will be reported as a taxable benefit in the respective Officer's T4.

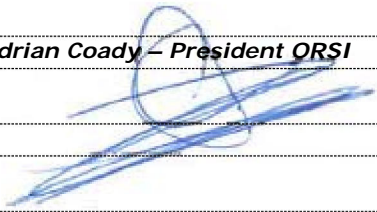



ARTICLE 37

Term of Agreement

37.01 This Agreement shall be effective from January 1, 2021 and continue in force until December 31, 2023.

EXECUTED ON BEHALF OF:
OFFSHORE RECRUITING SERVICES INC.

EXECUTED ON BEHALF OF:
THE CANADIAN MERCHANT SERVICE GUILD

	
Adrian Coady – President ORSI	Capt. Randy Smigel – President
	
	Zulema Carranza Sanabria – Secretary Treasurer
	
	Dave Kattler – Labour Consultant

Dated at New Westminster, BC **This 22nd day of** **August, 2022**

SCHEDULE "A"
CMSG & ORSI Wage Rates

Effective January 1, 2021 to December 31, 2021 - 2.5% Increase

142 Day Contract

Level	Vessel	Position	Basic	Daily Basic	Stats 12 x Daily	EDP	Total
1	PAT LYALL	Master	90,111.39	634.59	7,615.05	7,509.28	105,235.72
	PISURAYAK KOOTOOK	Chief Engineer	87,528.70	616.40	7,396.79	7,294.06	102,219.54
	NUNAKPUT	Second Engineer	77,106.98	543.01	6,516.08	6,425.58	90,048.65
	KELLY OVAYUAK	Mate	77,106.98	543.01	6,516.08	6,425.58	90,048.65
	JOCK MCNIVEN	Second Mate	71,610.60	504.30	6,051.60	5,967.55	83,629.75
	EDGAR KOTOKAK						
	H. CHRISTOFFERSEN						
	VIC INGRAHAM						
4	KAKISA	Master	77,857.75	548.29	6,579.53	6,488.15	90,925.42

Fit Out Rates Per Hour

	Regular	Overtime	Double Time
Master	\$47.49	\$71.23	\$94.97
Chief Engineer	\$47.49	\$71.23	\$94.97
Second Engineer	\$44.33	\$66.49	\$88.66
Mate	\$44.33	\$66.49	\$88.66
Second Mate	\$37.24	\$55.86	\$74.48

Cargo Handling Rates

Regular	\$38.42
Overtime	\$57.63

SCHEDULE "A"
CMSG & ORSI Wage Rates

Effective January 1, 2022 to December 31, 2022 - 2.5% Increase

142 Day Contract

Level	Vessel	Position	Basic	Daily Basic	Stats = 12 x Daily	EDP	Total
1	PAT LYALL	Master	92,364.18	650.45	7,805.42	7,697.01	107,866.62
	PISURAYAK KOOTOOK	Chief Engineer	89,716.91	631.81	7,581.71	7,476.41	104,775.03
	NUNAKPUT	Second Engineer	79,034.66	556.58	6,678.99	6,586.22	92,299.87
	KELLY OVAYUAK	Mate	79,034.66	556.58	6,678.99	6,586.22	92,299.87
	JOCK MCNIVEN	Second Mate	73,400.87	516.91	6,202.89	6,116.74	85,720.49
	EDGAR KOTOKAK						
	H. CHRISTOFFERSEN						
	VIC INGRAHAM						
4	KAKISA	Master	79,804.19	562.00	6,744.02	6,650.35	93,198.56

Fit Out Rates Per Hour

	Regular	Overtime	Double Time
Master	\$48.67	\$73.01	\$97.35
Chief Engineer	\$48.67	\$73.01	\$97.35
Second Engineer	\$45.44	\$68.16	\$90.87
Mate	\$45.44	\$68.16	\$90.87
Second Mate	\$38.17	\$57.26	\$76.34

Cargo Handling Rates

Regular	\$39.38
Overtime	\$59.07

SCHEDULE "A"
 CMSG & ORSI Wage Rates

Effective January 1, 2023 to December 31, 2023 - 2.5% Increase

142 Day Contract

Level	Vessel	Position	Basic	Daily Basic	Stats = 12 x Daily	EDP	Total
1	PAT LYALL	Master	94,673.28	666.71	8,000.56	7,889.44	110,563.28
	PISURAYAK KOOTOOK	Chief Engineer	91,959.84	647.60	7,771.25	7,663.32	107,394.41
	NUNAKPUT	Second Engineer	81,010.53	570.50	6,845.96	6,750.88	94,607.36
	KELLY OVAYUAK	Mate	81,010.53	570.50	6,845.96	6,750.88	94,607.36
	JOCK MCNIVEN	Second Mate	75,235.89	529.83	6,357.96	6,269.66	87,863.51
	EDGAR KOTOKAK						
	H. CHRISTOFFERSEN						
	VIC INGRAHAM						
4	KAKISA	Master	81,799.30	576.05	6,912.62	6,816.61	95,528.52

Fit Out Rates Per Hour

	Regular	Overtime	Double Time
Master	\$49.89	\$74.84	\$99.78
Chief Engineer	\$49.89	\$74.84	\$99.78
Second Engineer	\$46.57	\$69.86	\$93.15
Mate	\$46.57	\$69.86	\$93.15
Second Mate	\$39.13	\$58.69	\$78.25

Cargo Handling Rates

Regular	\$40.37
Overtime	\$60.55

SCHEDULE "B"
CMSG & ORSI - EXTRA DUTIES PREMIUM

Effective January 1, 2021 to December 31, 2021 - 2.5% Increase

POSITION	MATE		
	Extra Duties Premium (EDP) Scale	One (1) Hour Per Day	
	Extra Duties Premium (EDP) Rate	\$45.25	per hour
	Cargo Rate	\$38.42	per hour
	Overtime Rate	\$57.63	per hour
Annual Extra Duties Premium	\$7,149.60		

Month	EDP Hours	EDP Comp. Month	EDP Comp. Accum.	Cargo Hrs Worked	Cargo Comp.	OT Hrs Wrkd	OT Comp.	Cargo & OT Comp. Accum.	Excess Above Annual	Due End Month
May	12.00	\$542.99	\$542.99							
June	22.50	\$1,018.11	\$1,561.10	15.00	\$576.33			\$576.33		
July	23.25	\$1,052.04	\$2,613.14	30.00	\$1,152.66			\$1,729.00		
August	23.25	\$1,052.04	\$3,665.19	50.00	\$1,921.11	10.00	\$576.28	\$4,226.38		
September	22.50	\$1,018.11	\$4,683.30	60.00	\$2,305.33	20.00	\$1,152.56	\$7,684.27	\$534.67	\$534.67
October	15.00	\$678.74	\$5,362.03	5.00	\$192.11			\$7,876.38	\$726.78	\$192.11
TOTALS	118.50	\$5,362.03	\$5,362.03	160.00	\$6,147.54	30.00	\$1,728.84	\$7,876.38	\$726.78	

NOTE:

1. This Accumulated amount of cargo time and overtime earnings exceeds the applicable annual EDP at the end of this month which is prior to the end of the season.
2. This amount equals total cargo time (\$7,684.27) less annual EDP (\$7,149.60) equals \$534.67
End of Season Payment and Reconciliation:

TO PAY	EDP:	\$7,149.60
TO PAY	Cargo time and O.T. in Excess:	\$726.78 less September payment of \$534.67 = \$192.11
NOTE	For 142 day contract Employees:	The annual EDP is \$ 6,425.58

SCHEDULE "B"
 CMSG & ORSI - EXTRA DUTIES PREMIUM

Effective January 1, 2022 to December 31, 2022 - 2.5% Increase

POSITION	MATE									
	Extra Duties Premium (EDP) Scale					One (1) Hour Per Day				
	Extra Duties Premium (EDP) Rate					\$46.38 per hour				
	Cargo Rate					\$39.38 per hour				
	Overtime Rate					\$59.07 per hour				
	Annual Extra Duties Premium					\$7,328.34				
Month	EDP Hours	EDP Comp. Month	EDP Comp. Accum.	Cargo Hrs Worked	Cargo Comp.	OT Hrs Wrkd	OT Comp.	Cargo & OT Comp. Accum.	Excess Above Annual	Due End Month
May	12.00	\$556.57	\$556.57							
June	22.50	\$1,043.56	\$1,600.13	15.00	\$590.74			\$590.74		
July	23.25	\$1,078.35	\$2,678.47	30.00	\$1,181.48			\$1,772.22		
August	23.25	\$1,078.35	\$3,756.82	50.00	\$1,969.13	10.00	\$590.69	\$4,332.04		
September	22.50	\$1,043.56	\$4,800.38	60.00	\$2,362.96	20.00	\$1,181.37	\$7,876.37	\$548.04	\$548.04
October	15.00	\$695.71	\$5,496.09	5.00	\$196.91			\$8,073.29	\$744.95	\$196.91
TOTALS	118.50	\$5,496.09	\$5,496.09	160.00	\$6,301.23	30.00	\$1,772.06	\$8,073.29	\$744.95	

NOTE:

1. This Accumulated amount of cargo time and overtime earnings exceeds the applicable annual EDP at the end of this month which is prior to the end of the season.
2. This amount equals total cargo time (\$7,876.37) less annual EDP (\$7,328.34) equals \$548.04
 End of Season Payment and Reconciliation:

TO PAY	EDP:	\$7,328.34
TO PAY	Cargo time and O.T. in Excess:	\$744.095 less September payment of \$548.04 = \$196.91
NOTE	For 142 day contract Employees:	The annual EDP is \$ 6,586.22

SCHEDULE "B"
CMSG & ORSI - EXTRA DUTIES PREMIUM

Effective January 1, 2023 to December 31, 2023 - 2.5% Increase

POSITION	MATE									
	Extra Duties Premium (EDP) Scale					One (1) Hour Per Day				
	Extra Duties Premium (EDP) Rate					\$47.54 per hour				
	Cargo Rate					\$40.37 per hour				
	Overtime Rate					\$60.55 per hour				
	Annual Extra Duties Premium					\$7,511.55				
Month	EDP Hours	EDP Comp. Month	EDP Comp. Accum.	Cargo Hrs Worked	Cargo Comp.	OT Hrs Wrkd	OT Comp.	Cargo & OT Comp. Accum.	Excess Above Annual	Due End Month
May	12.00	\$570.48	\$570.48							
June	22.50	\$1,069.65	\$1,640.13	15.00	\$605.51			\$605.51		
July	23.25	\$1,105.30	\$2,745.43	30.00	\$1,211.02			\$1,816.53		
August	23.25	\$1,105.30	\$3,850.74	50.00	\$2,018.36	10.00	\$605.45	\$4,440.34		
September	22.50	\$1,069.65	\$4,920.39	60.00	\$2,422.03	20.00	\$1,210.91	\$8,073.28	\$561.74	\$561.74
October	15.00	\$713.10	\$5,633.49	5.00	\$201.84			\$8,275.12	\$763.57	\$201.83
TOTALS	118.50	\$5,633.49	\$5,633.49	160.00	\$6,458.76	30.00	\$1,816.36	\$8,275.12	\$763.57	

NOTE:

1. This Accumulated amount of cargo time and overtime earnings exceeds the applicable annual EDP at the end of this month which is prior to the end of the season.
2. This amount equals total cargo time (\$8,073.28) less annual EDP (\$7,511.55) equals \$561.74
End of Season Payment and Reconciliation:

TO PAY	EDP:	\$7,511.55
TO PAY	Cargo time and O.T. in Excess:	\$763.57 less September payment of \$561.74 = \$201.83
NOTE	For 142 day contract Employees:	The annual EDP is \$ 6,750.88

APPENDIX "A"
 LETTER OF UNDERSTANDING
 RE: Wages for Officers Not Recalled

Between Offshore Recruitment Services Inc.
 (hereinafter referred to as "The Company")

And: The Canadian Merchant Service Guild
 (hereinafter referred to as "The Guild")





Provision of this letter shall not apply to Officers described in Article 18.02 of the Collective Agreement.

Officers who attain permanency status shall be employed on a 142-day contract June 1st to October 20th. Such an Officer shall, in addition, be guaranteed the fit-out period of eight (8) hours per day from May 24th to May 31st.

142-Day Formula	
0 – 52 days	basic daily rate for each day worked
53 – 71 days	½ annual salary
72 – 118 days	½ total annual salary + daily rate for each day worked over 72 days
Over 118 days	total annual salary

EXECUTED ON BEHALF OF:
 Offshore Recruiting Services Inc.

EXECUTED ON BEHALF OF:
 The Canadian Merchant Service Guild

	
Adrian Coady – President ORSI	Capt. Randy Smigel – President
	
	Zulema Carranza Sanabria – Secretary Treasurer
	
	Dave Kattler – Labour Consultant

Dated at New Westminster, BC	This 17 th day of	July 2020
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LETTER OF UNDERSTANDING
RE: Master - Warning Letters

Between: Northern Transportation Company Limited
(hereinafter referred to as "The Company")

And: The Canadian Merchant Service Guild
(hereinafter referred to as "The Guild")

Two (2) calendar years after the issue of a warning letter an Officer, upon written request, shall have the letter and any report removed from his/her personnel file, provided there has been no further infraction of a similar nature within the time period.

Such letter and report shall not be introduced as evidence in the case of promotional opportunities, grievances, and arbitration once it has been removed from the Officer's personnel file.

This understanding is subject to termination only by the mutual agreement of both Parties.

SIGNED on BEHALF of:
The Canadian Merchant Service Guild



Arnold Vingsnes

SIGNED on BEHALF of:
Northern Transportation Company Limited



Chris Tobin

LETTER OF UNDERSTANDING

RE: Master – Cargo Work

BETWEEN: OFFSHORE RECRUITING SERVICES INC.
(herein referred to as "The Employer")





AND: The Canadian Merchant Service Guild
(herein referred to as "The Guild")

Cargo work includes the handling of deck and bulk cargo. Cargo work does not include tying up, letting go, making up tow or repositioning and lashing of ships' cargo handling equipment, i.e.: forklifts, ramps and trucks. Nor does it include handling ships, stores (including stores for other Employer ships), ships' fuel (including fuel for other Employer ships), tarps, pallets, hoses, ship's gear and equipment and lashing of same, changing and splicing of ropes and wires, handling ships' garbage (including garbage of other Employer ships), washing down tugs and barges, painting, chipping sougeeing or scraping.

This understanding is subject to termination only by the mutual agreement of both Parties.

EXECUTED ON BEHALF OF:
Offshore Recruiting Services Inc.

EXECUTED ON BEHALF OF:
The Canadian Merchant Service Guild

	
Adrian Coady – President ORSI	Capt. Randy Smigel – President
	
	Zulema Carranza Sanabria – Secretary Treasurer
	
	Dave Kattler – Labour Consultant

Dated at New Westminster, BC	This 17 th day of	July 2020
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LETTER OF UNDERSTANDING
RE: Hay River – Higher Classification

BETWEEN: OFFSHORE RECRUITING SERVICES INC.
(hereinafter referred to as "The Employer")


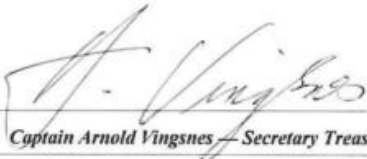

AND: The Canadian Merchant Service Guild
(hereinafter referred to as "The Guild")

At the conclusion of each Navigation Season, the Company will review the compensation history for all Officers. Where it is identified that the Officer has sailed under Articles the majority of time (eighty-five percent [85%] or more of respective contract season) in a higher classification, he/she will be paid a retroactive adjustment based on the higher classification.

This understanding is subject to termination only by the mutual agreement of both Parties.

SIGNED on BEHALF of:
Northern Transportation Company Limited

SIGNED on BEHALF of the:
Canadian Merchant Service Guild

	
<i>Chris Tobin</i>	<i>Captain Arnold Vingsnes – Secretary Treasurer</i>
	
	<i>Joy Thomson – Business Agent</i>

Dated at	this	26th	day of	May, 2006
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LETTER OF AGREEMENT
RE: West Coast Shipping Regulation

BETWEEN: OFFSHORE RECRUITING SERVICES INC.
(hereinafter referred to as "The Employer")

AND: THE CANADIAN MERCHANT SERVICE GUILD
(hereinafter referred to as "The Guild")

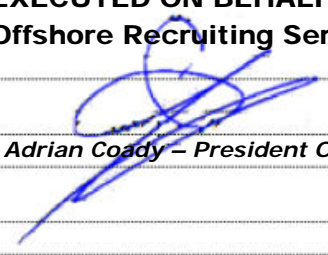
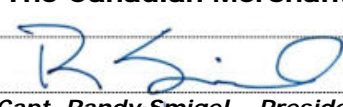


The Employer and the Guild agree that the express terms of the West Coast Shipping Regulation will apply to all Employer operations, vessels and crews for the duration of all voyages that commence from or conclude at any port within the boundaries of the province of British Columbia.

The Employer and the Guild agree to reopen this contract with respect to negotiating retroactively, a comprehensive West Coast Addendum within thirty (30) days of the Employer establishing operations to or from any port within the boundaries of the province of British Columbia.

The Parties agree to refer any outstanding issue(s) to binding interest arbitration regarding the above- mentioned addendum, should they not be able to come to a mutual agreement.

EXECUTED ON BEHALF OF:
Offshore Recruiting Services Inc.

EXECUTED ON BEHALF OF:
The Canadian Merchant Service Guild

	
Adrian Coady – President ORSI	Capt. Randy Smigel – President
	
	Zulema Carranza Sanabria – Secretary Treasurer
	
	Dave Kattler – Labour Consultant

Dated at New Westminster, BC	This 17 th day of	July 2020
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LETTER OF AGREEMENT
RE: Operation of the "Kakisa"

BETWEEN: OFFSHORE RECRUITING SERVICES INC.
(hereinafter referred to as "The Employer")

AND: THE CANADIAN MERCHANT SERVICE GUILD
(hereinafter referred to as "The Guild")

The parties agree that this letter will be used on a trial basis over the duration of the current Collective Agreement.

The Guild and the Employer further agree that the Kakisa is a yarding vessel and will be employed as such in or about Hay River.

It is also agreed that all Officers who work throughout the Navigation Season on the Kakisa will be scheduled to work twelve (12) consecutive hours each day inclusive of the meal period.

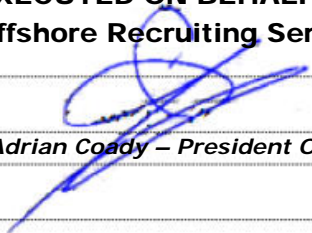


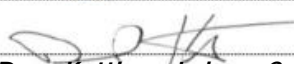
Officers will be compensated as per the Rates found in Schedule "A".

Officers who work in excess of twelve (12) hours per day or eighty-four (84) hours per week will be compensated at time and a half their basic hourly rate.

Officers assigned to the Kakisa will not be eligible for Extra Duty Pay unless assigned to the Kakisa for a short term assignment (i.e. less than three weeks at the beginning or at the end of the season).

EXECUTED ON BEHALF OF:
Offshore Recruiting Services Inc.

EXECUTED ON BEHALF OF:
The Canadian Merchant Service Guild

 Adrian Coady – President ORSI	 Capt. Randy Smigel – President
	 Zulema Carranza Sanabria – Secretary Treasurer
	 Dave Kattler – Labour Consultant

Dated at New Westminster, BC	This 17 th day of	July 2020
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LETTER OF AGREEMENT

RE: Travel Expenses

BETWEEN: OFFSHORE RECRUITING SERVICES INC.
(hereinafter referred to as "The Employer")

AND: THE CANADIAN MERCHANT SERVICE GUILD
(hereinafter referred to as "The Guild")





In the event the Employer's Travel Expense Policy provides a more generous meal allowance than the one provided for under this collective agreement, Employees covered by this agreement will receive the more generous meal allowance as well.

As well, if the Employer's Travel Expense Policy provides for a higher car mileage rate than the one provided for under this collective agreement, Employees covered by this agreement will receive the more generous mileage rate as well.

This letter of understanding will expire and be deemed to terminate December 31, 2020, unless otherwise extended by the parties in writing.

EXECUTED ON BEHALF OF:
Offshore Recruiting Services Inc.

EXECUTED ON BEHALF OF:
The Canadian Merchant Service Guild

	
Adrian Coady – President ORSI	Capt. Randy Smigel – President
	
	Zulema Carranza Sanabria – Secretary Treasurer
	
	Dave Kattler – Labour Consultant

Dated at New Westminster, BC	This 17 th day of	July 2020
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your **group**
benefits

Offshore Recruiting Services Inc.

Permanent Seasonal Personnel of Hay River

**Contract Number 101560
Effective August 1, 2018
Issued September 10, 2018**

Table of Contents

Your Group Insurance Booklet	1
Summary of Insurance	3
General Information.....	7
Member Life and Optional Life Insurance Provision	11
Dependant Life Insurance Provision.....	12
Member Accidental Death and Dismemberment Insurance Provision	14
Short Term Disability Insurance Provision.....	18
Extended Health Insurance Provision.....	21
Extended Health – Pay Direct Drug Benefit.....	25
Extended Health – Vision Benefit.....	28
Extended Health – Hospital Benefit	29
Extended Health – Supplementary Health Care Benefit.....	30
Extended Health – Out-of-Province Emergency and Travel Assistance Benefit	34
Dental Insurance Provision.....	39
Dental Insurance Provision – Diagnostic/Preventive Benefit.....	42
Dental Insurance Provision – Restorative Benefit	44
Dental Insurance Provision – Periodontic Benefit	46
Dental Insurance Provision – Denture Benefit.....	47
Dental Insurance Provision – Bridge Benefit	48
Dental Insurance Provision – Crown Benefit.....	49
Dental Insurance Provision – Endodontic Benefit.....	50

Your Group Insurance Booklet

Benefits Arranged by:

Alec G. Henley & Associates Ltd.
Employee Benefits Consultants & Financial Advisors
P.O. Box 100, St. John's NF A1C 5H5
Telephone: (709) 753-7350 Fax: (709) 753-1967

Keep in a safe place

This booklet is a valuable source of information for you and your family. It provides the information you need about the group benefits available through your employer's group plan with Sun Life Assurance Company of Canada (Sun Life), a member of the Sun Life Financial group of companies. Please keep it in a safe place. We also recommend that you familiarize yourself with this information and refer to it when making a claim for group benefits.

Your Plan Administrator is there to help

Your plan administrator can:

- help you enrol in the plan
- provide you with the forms you need to claim group benefits
- answer any questions you may have

Benefits and claims information at your fingertips

For more information about your group benefits or claims, please call Sun Life's Customer Care Centre toll-free number at 1-800-361-6212.

We're on the Internet!

Learn more by surfing Sun Life's website. There's information about group benefits, and about Sun Life's products and services... and a whole lot more! Check us out!

Our address is:

www.sunlife.ca

Accessing your records

For insured benefits, you may obtain copies of the following documents:

- your enrolment form or application for insurance.
- any written statements or other record, not otherwise part of the application, that you provided to Sun Life as evidence of insurability.

For insured benefits, on reasonable notice, you may also request a copy of the policy.

The first copy will be provided at no cost to you but a fee may be charged for subsequent copies.

All requests for copies of documents should be directed to one of the following sources:

- our website at www.mysunlife.ca.
- our Customer Care centre by calling toll-free at 1-800-361-6212.

The statements in this booklet are only a summary of some of the provisions in the master policy. If you need further details on the provisions which apply to your group benefits you must refer to the master policy (available from your plan administrator).

Summary of Insurance

Policy Number 101560

Life Insurance and Accidental Death and Dismemberment Insurance

Class of Members	Benefit Formula	Maximum Benefit
F. Permanent Seasonal Personnel of Hay River	1x annual earnings	\$200,000

Benefit Reduction: reduces by 50% on 65th birthday

Termination of Insurance: 70th birthday or retirement, if earlier

Optional Member and Spousal Life Insurance

Class of Members	Benefit Formula	Maximum Benefit
F. Permanent Seasonal Personnel of Hay River	units of \$10,000	\$250,000

Termination of Insurance: 65th birthday or date of retirement, if earlier

Dependant Life Insurance

Spouse: \$5,000

Each Child: \$2,500

Termination of Insurance: member's 70th birthday or retirement, if earlier

Short Term Disability Insurance

Class of Members	Benefit Formula	Maximum Weekly Benefit
F. Permanent Seasonal Personnel of Hay River	66 2/3% of weekly earnings	\$1,000

Weekly Disability Benefit

All references to income below and in the Short Term Disability Insurance Provision are to the gross amounts before any deductions.

Your weekly disability benefit is the lesser of 1. and 2. below:

1. the benefit formula applied to your gross weekly earnings, limited to the maximum weekly benefit, less any disability and retirement income you receive from:
 - a. the Workers' Compensation Act, Workplace Safety and Insurance Act or other similar legislation.
 - b. an automobile insurance policy which provides disability benefits as long as any benefits payable under the Employment Insurance Act are not taken into account when determining the amount of benefits payable under the automobile insurance policy, and as long as the law does not prohibit such a deduction.
 - c. the Québec Parental Insurance Plan. For the purpose of this provision, all payments under the Québec Parental Insurance Plan will be treated in the same manner as disability or retirement income.
2. 100% of your gross weekly earnings in force on the date you became totally disabled if the benefit is subject to income tax, or your net weekly earnings if the benefit is not subject to income tax, less any disability and retirement income you receive from:
 - a. the Canada/Quebec Pension Plan or a similar pension plan.
 - b. the Workers' Compensation Act, Workplace Safety and Insurance Act or other similar legislation.
 - c. an automobile insurance policy which provides disability benefits as long as any benefits payable under the Employment Insurance Act are not taken into account when determining the amount of benefits payable under the automobile insurance policy, and as long as the law does not prohibit such a deduction.
 - d. another group insurance policy (including, after the first 17 weeks of total disability only, a policy for which you are insured because you belong to an association).
 - e. a retirement income plan providing income that becomes payable after you are no longer actively at work.
 - f. the Québec Parental Insurance Plan. For the purpose of this provision, all payments under the Québec Parental Insurance Plan will be treated in the same manner as disability or retirement income.

To increase your monthly disability benefit, you must submit evidence of insurability to us. Then it may not exceed the evidence maximum monthly benefit.

If your employer pays any portion of the Short Term Disability premium, your weekly disability benefit is subject to income tax.

If you pay 100% of the Short Term Disability premium, your weekly disability benefit is not subject to income tax.

Total Disability and Totally Disabled: mean that, during and after the qualifying period, you have a medical impairment due to injury or disease which prevents you from performing, in any setting, the essential duties of the occupation in which you participated just before the total disability started.

The medical impairment must be supported by objective medical evidence.

The availability of work for you does not affect the determination of totally disabled or total disability.

Qualifying Period

- 7 consecutive calendar days of total disability, or, if you are admitted to a hospital as an in-patient and are hospitalized overnight, the benefit is payable from the first day of hospitalization, or
- none if your total disability is due to an accidental injury caused by an unforeseen event and your total disability begins within 30 calendar days of the initial injury.**

**Where Workers' Compensation, Workplace Safety and Insurance Act or other similar legislation's benefits are payable, the qualifying period will equal the Workers' Compensation, Workplace Safety and Insurance Act or similar legislation's waiting period.

Benefit Period: 17 weeks

Termination of Insurance: 70th birthday or retirement, if earlier

Extended Health Insurance

Part	Benefit	Deductible per family unit	Reimbursement
A	Drug: Pay Direct	none	80%
B	Vision: \$200*	none	100%
C	Hospital: ward to semi-private	none	100%
D	Supp. Health Care	none	100%
E	Out-of-Province Emergency and Travel Assistance	none	100%

The benefit year is from December 1 to November 30.

*Maximum for eyeglasses/contact lenses every 24 month period (12 month period for an insured dependant under age 18) for you and for each insured dependant.

Termination of Insurance: member's 70th birthday or retirement, if earlier

Dental Insurance

Part	Benefit	Deductible per family unit	Reimbursement	Maximum
A	Diagnostic/ Preventive	none	80%	*2,000
B	Restorative	none	80%	*2,000
D	Periodontic	none	80%	*2,000
E	Denture	none	80%	*2,000
F	Bridge	none	80%	*2,000
G	Crown	none	80%	*2,000
H	Endodontic	none	80%	*2,000

The benefit year is from April 19, 2017 to November 30, 2017, and then from December 1 to November 30.

*The maximum amount payable applies to the combined eligible expenses incurred in a benefit year under Parts A, B, D, E, F, G and H for you and for each insured dependant.

Late Entrant Maximum: If you or your eligible dependant becomes insured more than 31 days after the date you became eligible for the Dental Insurance Provision, the maximum amount payable for the combined eligible expenses of all parts incurred during the first 12 months of insurance will be limited to \$250 for you and for each insured dependant.

Termination of Insurance: member's 70th birthday or retirement, if earlier

Dental Fee Guide: The applicable fee guide is the one in force for general practitioners on the day when and in the province where the expense is incurred or, for expenses incurred outside Canada, in the province of residence of the member. For expenses incurred in Alberta, or outside Canada by an Alberta resident, the applicable fee guide is the 1997 Alberta Fee Guide for general practitioners plus an inflationary adjustment determined by Sun Life.

General Information

Eligibility

You are eligible, and continue to be eligible, to be a member while you meet all of the following conditions:

1. You are actively working for Offshore Recruiting Services Inc. or one of its participating affiliates.
2. You regularly work for Offshore Recruiting Services Inc. or one of its participating affiliates at least 20 hours each week.
3. You have been continuously employed by Offshore Recruiting Services Inc. or one of its participating affiliates at least as long as the waiting period.
4. You are a resident of Canada.

If you are classified as a contract employee, owner-operator, consultant, independent or if you are self-employed, you are not eligible to join the plan.

Waiting Period - Nil

You are eligible, and continue to be eligible, for dependant insurance while you meet all of the following conditions:

1. You are a member.
2. You have at least one dependant.
3. Your dependants are residents of Canada.

Definitions

Dependant

means your spouse or a dependent child of you or your spouse. If Sun Life does not approve evidence of insurability required for a dependant, he will not be an insured dependant.

Dependent child

means a natural, adopted or step-child who is not married or in any other formal union recognized by law, who is entirely dependent on you for maintenance and support and who is

1. under 21 years of age,
2. under 25 years of age and attending a college or university full-time, or
3. physically or mentally incapable of self-support and became incapable to that extent while entirely dependent on you for maintenance and support and while eligible under 1) or 2) above.

He, his and him

refer to both genders.

Spouse

means your spouse by marriage or under any other formal union recognized by law, or a person of the opposite or same sex who is living with and has been living with you in a conjugal relationship.

Enrolment

To enrol for Optional Life Insurance, you must submit a completed enrolment form and evidence of insurability to Sun Life. To enrol for Optional Spouse Life Insurance, you must submit a completed enrolment form and evidence of insurability for your spouse to Sun Life.

To enrol for all other insurance you must submit a completed enrolment form. If you have a dependant, request dependant insurance when you enrol.

If there are fewer than 10 members when you enrol, you must submit evidence of insurability to Sun Life.

If you enrol more than 31 days after you become eligible, you are considered a late entrant and you must submit evidence of insurability to Sun Life. If you request dependant insurance more than 31 days after you become eligible, you are considered a late entrant and you must submit evidence of insurability for each dependant to Sun Life.

If you have no dependant when you enrol and later acquire one, request dependant insurance, (eg. birth of first child, marriage).

If your new dependant is a common-law spouse, see your Plan Administrator to find out how to enrol for dependant insurance.

For late entrants, evidence of insurability submitted to Sun Life is at your expense.

Effective Date

Your Optional Life Insurance is effective on the later of the date that you become eligible or the date that Sun Life approves the evidence of insurability.

You become eligible for all other insurance on the date you become eligible.

The Optional Spouse Life Insurance is effective on the later of the date that you become eligible or the date that Sun Life approves the evidence of insurability.

Your dependant insurance is effective on the latest of

1. the date that you become eligible for dependant insurance,
2. the date that you request dependant insurance, or
3. the date that Sun Life determines the insurability of all of your dependants, and approve at least one dependant.

If you are absent from work on the date your insurance or your dependant insurance would be effective, then that insurance will not be effective until the date you return to active work.

Changes in Insurance

If you request an increase in the amount of Optional Life Insurance, you must submit evidence of insurability to Sun Life. If you request an increase in the amount of Optional Spouse Life Insurance, you must submit evidence of insurability for your spouse to Sun Life. The increase in the amount of insurance will be effective on the date that Sun Life approves the evidence of insurability.

An increase in your benefits, the amount of your insurance or the amount of your dependant insurance due to change in your group benefit plan's design or a change in your classification becomes effective on the date of the change, unless you are not actively working on that day due to disease or injury.

If Sun Life doesn't approve an increase in the amount of your insurance or the amount of your dependant insurance, any future increase in the non-evidence or evidence maximum benefit amount will not be effective unless evidence of insurability is approved. An increase in the non-evidence or evidence maximum benefit amount will be effective on the date Sun Life approves the evidence of insurability.

If, due to disease or injury, you are not actively working on the date an increase in your benefits, the amount of your insurance or the amount of your dependant insurance would be effective, the increase becomes effective on the date you return to active work. Sun Life may require evidence of insurability to establish the date that you are physically and mentally fit to return to active work. If so, the increase becomes effective on the date Sun Life establishes. If Sun Life doesn't approve the evidence of insurability required, the increase will not be effective.

Subrogation

Subrogation is a legal practice giving Sun Life the right to be reimbursed for benefits paid to you if you have been compensated by another person who is responsible for your loss. The intent of subrogation is to limit your benefit payments to the amount you actually lost.

Let's assume a person is responsible for your disability, and is required to compensate you for any of the loss that results from your disability. If Sun Life is paying or has paid your loss of income benefits, you may be receiving more income than you earned before you became disabled. In that case, you would reimburse Sun Life for the loss of income benefits Sun Life has paid. If you receive an amount for future loss of income, that amount will reduce your future loss of income benefits from Sun Life.

Subrogation also applies to any medical and/or dental expenses you have been paid as a result of an injury caused by another person. Once you are compensated by the person who is responsible for your loss, you must reimburse Sun Life.

If subrogation applies to your claim, Sun Life will contact you to obtain the information required to proceed. You will be required to sign an undertaking to reimburse Sun Life for any amount recovered which exceeds 100% of income or expenses. Before agreeing to a settlement of your claim, Sun Life's approval must be obtained.

Comparable Coverage

If you are insured for comparable coverage under your spouse's plan, you may decline the Extended Health/Dental coverage offered under this plan. If this comparable coverage stops you may request the similar coverage offered under this plan.

If your dependant is insured for comparable coverage under another plan, you may decline the dependant coverage for the Extended Health/Dental coverage offered under this plan. If this comparable coverage stops, you may request the similar coverage offered under this plan.

The insurance that replaces the comparable coverage is effective on the date that the comparable coverage stops.

If you request the coverage more than 31 days after the comparable coverage stops, you are considered a late entrant and you must submit evidence of insurability to Sun Life. If you request the dependant coverage more than 31 days after the comparable coverage stops, you are considered a late entrant and you must submit evidence of insurability for each dependant to Sun Life. The insurance that replaces the comparable coverage is effective on the date that Sun Life approves the evidence of insurability. If Sun Life does not approve evidence of insurability required, the insurance will not be effective.

Termination of Insurance

Your insurance could terminate for a number of reasons. For example,

- you are no longer eligible, (i.e. you are no longer actively working),
- you reach the Termination Age,
- the provision or the policy terminates.

Member Life and Optional Life Insurance Provision

Benefit

The amount of benefit will be paid to your beneficiary upon your death. If no beneficiary has been appointed or if the beneficiary has predeceased you, payment will be made to your estate.

A minor cannot personally receive a death benefit under the plan until reaching the age of majority. If you reside outside Québec and are designating a minor as your beneficiary, you may wish to designate someone to receive the death benefits during the time your beneficiary is a minor. If you reside outside Québec and have not designated a trustee, current legislation may require Sun Life to pay the death benefit to the court or to a guardian or public trustee. If you reside in Québec, the death benefit will be paid to the parent(s)/legal guardian of the minor on the minor's behalf. Alternatively, you may wish to designate the estate as beneficiary and provide a trustee with directions in your will. You are encouraged to consult a legal advisor.

Death Benefit - Exclusion

No benefit is payable for any amount of Optional Life Insurance that has been in force for less than 2 years if death is due to suicide, regardless of whether you have a mental illness or intend or understand the consequences of your actions.

Claims

A death claim must be received by Sun Life within 6 years of the date of death. The claimant must submit proof of the claim and the right to receive the benefit to Sun Life.

Limitation period for Ontario:

Every action or proceeding against an insurer for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the *Limitations Act, 2002*.

Limitation period for any other province:

Every action or proceeding against an insurer for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the *Insurance Act* or other applicable legislation of the member's province or territory.

At Termination

If your Life Insurance ends for any reason other than your request, you may apply to convert the group Life Insurance to an individual Life policy with Sun Life without providing evidence of insurability.

The request must be made within 31 days of the reduction or end of the Life Insurance.

There are a number of rules and conditions in the group policy that apply to converting this insurance, including the maximum amount that can be converted. Please contact your employer for details.

Dependant Life Insurance Provision

Benefit

The amount of benefit will be paid to you upon the death of your insured dependant.

A minor cannot personally receive a death benefit under the plan until reaching the age of majority. If you reside outside Québec and desire to designate a minor as your spouse's beneficiary, you may wish to designate someone else to receive the death benefit in trust for the minor. If a trustee is not designated, applicable legislation may require that a death benefit payable to a minor be paid instead to a court, or guardian or public trustee. If you reside in Québec and have designated a minor as beneficiary, the death benefit will be paid to the parent(s)/legal guardian of the minor on the minor's behalf. Alternatively (and regardless of whether you reside outside or in Québec), you may wish to consider designating your spouse's estate as beneficiary and provide the executor(s) with directions in your spouse's will as to the entitlement of the minor. You are encouraged to consult a legal advisor.

No benefit is payable for any amount of Optional Spouse Life Insurance that has been in force for less than 2 years if death is due to suicide, regardless of whether your insured spouse has a mental illness or intends or understands the consequences of their actions.

For Optional Spouse Life Insurance, if you have appointed a beneficiary, the amount of benefit will be paid to the beneficiary upon the death of your insured spouse.

Claims

A claim must be received by Sun Life within 6 years of the date of death. You must submit proof of claim and the right to receive the benefit to Sun Life.

Limitation period for Ontario:

Every action or proceeding against an insurer for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the *Limitations Act, 2002*.

Limitation period for any other province:

Every action or proceeding against an insurer for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the *Insurance Act* or other applicable legislation of the member's province or territory.

At Termination

If your Dependant Life Insurance for your spouse terminates due to the termination of your Member Life Insurance, your spouse may convert the amount of the dependant insurance terminated to an individual policy on his life.

Your spouse must apply and pay the premium to Sun Life within 31 days after termination of insurance.

Where necessary in order to comply with applicable legislation: If the dependant insurance for a child terminates due to the termination of your insurance, you may convert the amount of the dependant insurance terminated to an individual policy on the child's life without submitting evidence of insurability.

The conditions that apply to the Conversion Privilege for the member's insurance will apply to the Conversion Privilege for the dependant insurance.

If your Dependant Life Insurance terminates and the dependant dies within 31 days after termination of insurance, we will pay you the amount of insurance which could have been converted to an individual policy on the dependant life's through the Conversion Privilege of this provision, or the amount stipulated in any applicable legislation, if greater.

Member Accidental Death and Dismemberment Insurance Provision

Benefit

The amount of death benefit will be paid to your beneficiary upon your death. If no beneficiary has been appointed or, if the beneficiary has predeceased you, we will pay your estate. The amount of dismemberment benefit will be paid to you.

A minor cannot personally receive a death benefit under the plan until reaching the age of majority. If you reside outside Québec and are designating a minor as your beneficiary, you may wish to designate someone to receive the death benefits during the time your beneficiary is a minor. If you reside outside Québec and have not designated a trustee, current legislation may require Sun Life to pay the death benefit to the court or to a guardian or public trustee. If you reside in Québec, the death benefit will be paid to the parent(s)/legal guardian of the minor on the minor's behalf. Alternatively, you may wish to designate the estate as beneficiary and provide a trustee with directions in your will. You are encouraged to consult a legal advisor.

If a claim is submitted for Repatriation, we will pay your estate. If a claim is submitted for Occupational Training for Spouse, we will pay your spouse. If a claim is submitted for Education Benefit for Dependant Child, we will pay your dependent child.

Depending on the loss suffered by you, the amount of benefit is limited to the percentage shown in the Schedule of Losses.

Schedule of Losses

Loss of Life	100%
Hemiplegia	200%
Paraplegia	200%
Quadriplegia	200%
Loss of Both Hands, Both Feet or Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Sight of One Eye	100%
Loss of One Foot and Sight of One Eye	100%
Loss of Speech and Hearing	100%
Loss of Use of Both Hands or Both Feet	100%
Loss of Use of One Hand and One Foot	100%
Loss of One Arm or One Leg	75%
Loss of Use of One Arm or One Leg	75%
Loss of One Hand, One Foot or Sight of One Eye	67%
Loss of Use of One Hand or One Foot	67%

Loss of Speech or Hearing	50%
Loss of Hearing in One Ear	50%
Loss of Thumb and Index Finger of One Hand	33%
Loss of Four Fingers of One Hand	33%
Loss of All Toes of One Foot	25%

If you suffer more than one of the losses listed above as a result of one accident, Sun Life will pay the amount of benefit for only one loss. That loss will be the highest of the losses suffered by you.

When proof is received by Sun Life that you have suffered any of the losses due directly to bodily injury caused solely by an accident, the amount of benefit will be paid, provided all of the following conditions are met:

- The accident must occur while you are insured under this provision.
- The loss must occur within 365 days of the date of the accident.

Repatriation

If you suffer loss of life, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, for the preparation and transportation of your body from the place of the accident to your place of permanent residence.

The accidental death must occur at a distance of 150 kilometres or more from your place of permanent residence.

Rehabilitation

If you suffer any of the losses, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, to train you for active employment in an occupation for which you would not have engaged except for those injuries.

The expenses must be incurred within 2 years of the date of the accident.

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

Occupational Training for Spouse

If you suffer loss of life, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, to enrol your spouse in an accredited occupational training program to qualify him for active employment in an occupation for which he would not otherwise have sufficient qualifications.

The expenses must be incurred within 3 years of the date of the accident.

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

Education Benefit for Dependent Child

If you suffer loss of life, we will pay the reasonable and customary tuition expenses to enrol your dependent child as a full-time student at a post-secondary institution provided

1. your dependent child is enrolled as a full-time student at a post-secondary institution at the time of the accident, or
2. your dependent child is a student at the secondary school level and, within 365 days of the date of the accident, he enrolls as a full-time student at a post-secondary institution.

The maximum amount of benefit payable for each year that your dependent child is enrolled as a full-time student at a post-secondary institution will be the lesser of:

1. 5% of your amount of benefit, or
2. \$5,000.

The amount of benefit will be paid each year, up to 4 consecutive years, after we receive proof that your dependent child is enrolled as a full-time student at a post-secondary institution.

No payment will be made for:

1. tuition expenses incurred before the date of the accident.
2. room or board or other ordinary living, travelling, or clothing expenses.

A post-secondary institution includes any accredited university, colleges d'enseignement general et professionnel, trade school, community college, or private college that provides an education above the secondary school level.

Claims

A death claim must be received by Sun Life within 6 years of the date of death. A claim for a loss must be received by Sun Life within 3 months of the date of the loss. All other claims must be received by Sun Life within 3 months of the date that the expense is incurred. The claimant must submit proof of claim and the right to receive the benefit to Sun Life.

Limitation period for Ontario:

Every action or proceeding against an insurer for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the *Limitations Act, 2002*.

Limitation period for any other province:

Every action or proceeding against an insurer for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the *Insurance Act* or other applicable legislation of the member's province or territory.

Exclusions

No benefit is payable for a loss directly or indirectly due to

1. suicide or self-inflicted injuries, regardless of whether you have a mental illness or intend or understand the consequences of your actions,
2. disease,
3. civil disorder or war, whether or not war was declared,
4. full-time service in the armed forces of any country,
5. injuries received while riding in, or on, or boarding or alighting from an aircraft if, when the injuries were received,
 - a. you were operating, learning to operate or serving as a member of a crew of any aircraft, or
 - a. the aircraft was being used for crop dusting, crop spraying, seeding, sky-writing, racing, testing, exploration or any other purpose except transportation.

Short Term Disability Insurance Provision

Qualifying for Weekly Disability Benefits

You qualify for benefits when Sun Life receives proof that:

1. you are absent from active work because you are totally disabled,
2. you are totally disabled for as long as the qualifying period, and
3. you are under the active and continuous care of a physician whom Sun Life considers to be appropriate to your total disability and you are following the treatment prescribed by that physician.

Your Weekly Disability Benefit

Your weekly disability benefit is calculated as shown on the Summary of Insurance at the front of this booklet.

Income to which you are entitled under a government plan will reduce your weekly disability benefit unless Sun Life receives proof that the initial application and an appeal, or a later re-application required by Sun Life, have been declined.

Increases in the disability income payable under a government plan may occur because of an automatic adjustment in the cost of living. These increases will not further reduce your weekly disability benefit.

The total income you receive from all sources will not be less than your weekly disability benefit.

Your weekly disability benefit will not be reduced by any disability and retirement income you receive from the following sources:

1. a policy which is solely an individual disability income policy.
2. a disability attachment to an individual life insurance policy.
3. a retirement income plan providing income that becomes payable before you become totally disabled.

Rehabilitation

If your total disability prevents you from returning to work, Sun Life may be able to assist you by providing a rehabilitation program that will help you return to the workforce. A rehabilitation program is limited to one or more of the following:

1. assessment,
2. counselling,
3. vocational retraining or an educational program,
4. trial work, part-time or modified work.

If, after qualifying for benefits, you are receiving income from an approved rehabilitation program, your weekly disability benefit will be reduced by 50% of that income. Your weekly disability benefit is further reduced so that the total income from all sources does not exceed 100% of your

-
- gross weekly earnings in force on the date you became totally disabled, if the benefit is subject to income tax, or
 - net weekly earnings in force on the date you became totally disabled, if the benefit is not subject to income tax.

Example:

Assume you are earning \$500/week and have a 66 2/3% STD benefit (\$333.50). Rehabilitation income from your employer is \$200/week. There is no income from other sources.

$$\begin{aligned} & \text{Rehabilitation Income} + (\text{Weekly Disability Benefit} - 50\% \text{ of Rehabilitation Income}) \\ &= \$200 + (333.50 - \{50\% \text{ of } 200\}) \\ &= \$200 + \$233.50 \\ &= \$433.50 \end{aligned}$$

Since the benefit (\$433.50/week) does not exceed your pre-disability weekly earnings (\$500/week), there will be no reductions due to the 100% all source maximum.

If you are participating in a rehabilitation program approved by Sun Life, you continue to be considered totally disabled.

Payment of Weekly Disability Benefit

The weekly disability benefit will be paid to you when proof is received by Sun Life that you are absent from active work because you are totally disabled. Benefits are paid in advance/in arrears and will begin after you are eligible to receive them. You will receive one-seventh of the weekly disability benefit for each full day you are totally disabled following the qualifying period.

If you are absent from active work for more than half of your first day of total disability, the absence is considered one day of total disability.

Benefits are payable from the latest of

- the end of the qualifying period,
- the date you are no longer entitled to receive regular earnings or benefits under a salary continuance plan or short term disability income plan, or
- the date you are no longer entitled to receive severance pay, payments in lieu of severance pay and damages, or settlements for wrongful dismissal.

Your weekly disability benefit is payable concurrently with any disability benefit you are entitled to receive under the Workers' Compensation Act, Workplace Safety and Insurance Act or other similar legislation.

Claims

A claim must be received by Sun Life within 3 months after the date you became totally disabled.

If you are totally disabled due to a work-related injury, a claim for the weekly disability benefit must be submitted to Sun Life at the same time a claim is submitted to the Workers' Compensation Board, Workplace Safety and Insurance Board or other similar board.

There is a time limit for appealing Sun Life's decision to decline or terminate a claim. An appeal must be made within 3 months of such a decision and must be accompanied by new objective medical evidence.

Limitation period for Ontario:

Every action or proceeding against an insurer for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the *Limitations Act, 2002*.

Limitation period for any other province:

Every action or proceeding against an insurer for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the *Insurance Act* or other applicable legislation of the member's province or territory.

At Termination

If the Short Term Disability provision terminates while you are totally disabled, you will continue to be eligible for this benefit as if it were still in force.

Exclusions and Limitations

No benefit is payable for a total disability due to or related to

- intentionally self-inflicted injuries,
- civil disorder or war, whether or not war was declared.

No benefit is payable during any leave of absence mutually agreed upon by you and your employer, unless the law requires coverage for the health related portion of a maternity leave. A maternity leave of absence will begin on the earlier of the agreed leave date or the date of birth of the child.

No benefit is payable for loss of income due to elective cosmetic or experimental surgery unless the surgery or treatment is for accidental injuries or unless the surgery is medically necessary as determined by the provincial health care plan in the province where you reside.

Extended Health Insurance Provision

Benefit

To qualify for the Extended Health coverage, you or your dependant must be entitled to benefits under a provincial medicare plan or federal government plan that provides similar benefits.

You will be reimbursed when you submit proof to Sun Life that you or your insured dependant has incurred any of the eligible expenses for medically necessary services required for the treatment of disease or bodily injury. To determine the amount payable, the total amount of eligible expenses you claim will be adjusted as follows:

1. the maximums described throughout the extended health benefit provisions are applied,
2. then the deductible, which must be satisfied each benefit year, is subtracted, and
3. the reimbursement percentage is applied.

Example:

- Assume that your plan has a \$25 deductible and a reimbursement level of 80%. The maximum that your plan covers for eyeglasses is \$175 every 24 month period. You have submitted an eyeglass claim for \$100. This is the first extended health claim you have submitted this year so the deductible does need to be paid by you.

To determine the amount that you would be refunded for this claim:

1. The maximum eligible amount under the plan is \$175. Therefore, the amount of the claim that will be considered for payment is \$175.
2. The \$25 deductible is applied to the submitted amount of \$100. The amount has now been reduced to \$75.
3. The reimbursement level is 80%. This means that 80% of the remaining \$75 will be refunded to you. 80% of \$75 is \$60. \$60 will be paid to you for this eyeglass claim.
4. The maximum eligible amount under the plan is \$175. \$175 less the \$100 that you submitted for this eyeglass claim is \$75. This means that \$75 will still be considered for payment for other eyeglass expenses during this 24 month period.

The intentional omission, misrepresentation or falsification of information relating to any claim constitutes fraud.

Co-ordination of Benefits

If you or your dependants are covered under this plan and another plan, Sun Life will co-ordinate benefits under this plan with the other plan following insurance industry standards. These standards determine which plan you should claim from first.

The plan that does not contain a co-ordination of benefits clause is considered to be the first payer and therefore pays benefits before a plan which includes a co-ordination of benefits clause.

For dental accidents, health plans with dental accident coverage pay benefits before dental plans.

Following payment under another plan, the amount of benefit payable under this plan will not exceed the total amount of eligible expenses incurred less the amount paid by the other plan.

Where both plans contain a co-ordination of benefits clause, claims must be submitted in the order described below.

Claims for you and your spouse should be submitted in the following order:

1. the plan where the person is covered as an employee. If the person is an employee under two plans, the following order applies:
 - the plan where the person is covered as an active full-time employee,
 - the plan where the person is covered as an active part-time employee,
 - the plan where the person is covered as a retiree.
2. the plan where the person is covered as a dependant.

Claims for a dependent child should be submitted in the following order:

1. the plan where the dependent child is covered as an employee,
2. the plan where the dependent child is covered under a student health or dental plan provided through an educational institution,
3. the plan of the parent with the earlier birth date (month and day) in the calendar year,
4. the plan of the parent whose first name begins with the earlier letter in the alphabet, if the parents have the same birth date.

The above order applies in all situations except when parents are separated/divorced and there is no joint custody of the dependent child, in which case the following order applies:

1. the plan of the parent with custody of the dependent child,
2. the plan of the spouse of the parent with custody of the dependent child,
3. the plan of the parent not having custody of the dependent child,
4. the plan of the spouse of the parent not having custody of the dependent child.

When you submit a claim, you have an obligation to disclose to Sun Life all other equivalent coverage that you or your dependants have.

Claims

A claim must be received by Sun Life within 18 months of the date that the expense is incurred. However, if your coverage terminates, any claim must be received by Sun Life no later than 90 days following the end of the coverage.

For the assessment of a claim, itemized bills, attending physician statements or other necessary information are required.

If your physician is recommending medical treatment that is expected to cost more than \$1,000, you should request pre-authorization to ensure that the expenses are covered.

Limitation period for Ontario:

Every action or proceeding against an insurer for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the *Limitations Act, 2002*.

Limitation period for any other province:

Every action or proceeding against an insurer for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the *Insurance Act* or other applicable legislation of the member's province or territory.

Exclusions

No benefit is payable for

- expenses for which benefits are payable under a Workers' Compensation Act, Workplace Safety and Insurance Act or a similar statute,
- expenses incurred due to civil disorder or war, whether or not war was declared,
- expenses for services and products, rendered or prescribed by a person who is ordinarily a resident in the patient's home or who is related to the patient by blood or marriage,
- expenses for services or supplies payable or available (regardless of any waiting list) under any government-sponsored plan or program, except as described below under *Integration with Government Programs*,
- expenses for services or supplies that are not approved by Health Canada or other government regulatory body for the general public,
- expenses for services or supplies that are not generally recognized by the Canadian medical profession as effective, appropriate and required in the treatment of an illness in accordance with Canadian medical standards,
- expenses for services or supplies that do not qualify as medical expenses under the Income Tax Act (Canada),
- out-of-province expenses for elective (non-emergency) medical treatment or surgery.

Integration with Government Programs

This plan will integrate with benefits payable or available under the government-sponsored plan or program (the *government program*).

The covered expense under this plan is that portion of the expense that is not payable or available under the government program, regardless of:

- whether you or your dependant have made an application to the government program,
- whether coverage under this plan affects your or your dependant's eligibility or entitlement to any benefits under the government program, or
- any waiting lists.

At Termination

If, on the date of termination of your insurance,

-
- you have a medically determinable physical or mental impairment due to injury or disease which prevents you from performing the regular duties of the occupation in which you participated just before the impairment started, regardless of the availability of work for you, or
 - your insured dependant has a medically determinable physical or mental impairment due to injury or disease, is receiving treatment from a physician and is confined to a hospital or his home,

benefits will be payable for eligible expenses related to the impairment provided they are incurred within 90 days of the date of termination and this provision continues in force.

If you die, your insured dependant's Extended Health Insurance Benefits will be continued for 24 months without payment of premiums as long as the Extended Health Insurance provision remains in force. Your dependants must contact your Plan Administrator to arrange the extension of coverage.

My Health CHOICE Coverage

If your coverage under this plan terminates because your employment has ended, you may purchase Sun Life's My Health CHOICE coverage. This coverage is different from your group plan.

To be eligible for My Health CHOICE coverage, you must:

- apply for My Health CHOICE coverage within 60 days after the termination of your coverage,
- be under age 75 on the date you apply, and
- be a resident of Canada and be covered under the provincial health plan.

My Health CHOICE coverage may also include Dental coverage if you were covered for both Extended Health Care and Dental Care benefits under this group plan, and both benefits terminated.

You may cover your spouse and dependents if those family members were covered under your group plan. Your spouse must be under age 75 on the date you apply for this coverage.

From time to time, Sun Life may review the eligibility requirements and, on the date you apply for My Health CHOICE coverage, they may be different from those listed in this booklet.

To apply for My Health CHOICE or if you have any questions, please call our Customer Solutions Centre at 1-877-893-9893.

Extended Health – Pay Direct Drug Benefit

Eligible Expenses

Eligible expenses are the reasonable and customary charges for the following items of expense, provided they are medically necessary for the treatment of disease or injury, prescribed by a physician or dentist and dispensed by a registered pharmacist or physician. Drugs covered under this benefit must have a Drug Identification Number (DIN) and be approved under *Drug evaluation*. There are additional eligibility requirements that apply, see *Prior authorization program* for details.

1. drugs which legally require a prescription.
2. life-sustaining drugs which may not legally require a prescription.
3. injectible drugs.
4. compounded preparations, provided that the principal active ingredient is an eligible expense and has a DIN.
5. needles, syringes, and chemical diagnostic aids for the treatment of diabetes.

Drug evaluation

The following drugs will be evaluated and must be approved by Sun Life to be eligible for coverage:

1. drugs that receive Health Canada Notice of Compliance for an initial or a new indication on or after November 1, 2017.
2. drugs covered under this plan and subject to a significant increase in cost.

Drug expenses are eligible for reimbursement only if incurred on or after the date of Sun Life's approval.

Sun Life will assess the eligibility of the drug based on factors such as:

- comparative analysis of the drug cost and its clinical effectiveness.
- recommendations by health technology assessment organizations and provinces.
- availability of other drugs treating the same or similar condition(s).
- plan sustainability.

Drug Substitution Limit

Charges in excess of the lowest priced equivalent drug are not covered unless specifically approved by Sun Life. To assess the medical necessity of a higher priced drug, Sun Life will require the insured person and the attending physician to complete and submit an exception form.

Prior Authorization Program

The prior authorization (PA) program applies to a limited number of drugs and, as its name suggests, prior approval is required for coverage under the program. If the insured person submits a claim for a drug included in the PA program and has not been pre-approved, the claim will be declined.

In order for drugs in the PA program to be covered, the insured person needs to provide medical information using Sun Life's PA form. Both the insured person and the attending physician need to complete parts of the form.

The insured person will be eligible for coverage for these drugs if the information provided by the insured person and the attending physician meets Sun Life's clinical criteria based on factors such as:

- Health Canada Product Monograph.
- recognized clinical guidelines.
- comparative analysis of the drug cost and its clinical effectiveness.
- recommendations by health technology assessment organizations and provinces.
- the insured person's response to preferred drug therapy.

If not, the claim will be declined.

The prior authorization forms are available from the following sources:

1. Sun Life's website at www.mysunlife.ca/priorauthorization
2. Sun Life's Customer Care centre by calling toll-free 1-800-361-6212

Drug Utilization Review (DUR)

Sun Life provides a Drug Utilization Review (DUR) service to ensure the safe and effective use of drugs prescribed for you and your insured dependant. Your pharmacist will review an eligible drug against your past drug claims for possible harmful effects to your health, such as a severe drug interaction.

Other Health Professionals Allowed to Prescribe Drugs

Certain drugs prescribed by other qualified health professionals will be reimbursed the same way as if the drugs were prescribed by a physician or a dentist if the applicable provincial legislation permits them to prescribe those drugs.

Exclusions

No benefit is payable for

1. the portion of expenses for which reimbursement is provided by a government plan,
2. expenses for drugs which do not legally require a prescription, except those specified under Eligible Expenses,
3. expenses for drugs which, in Sun Life's opinion, are experimental,
4. expenses for dietary supplements, vitamins and infant foods,
5. expenses for contraceptives (other than oral),

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6. expenses for drugs which are used for cosmetic purposes,
 7. expenses for drugs used for the treatment of sexual dysfunction,
 8. expenses for drugs used for the treatment of obesity,
 9. expenses for natural health products, whether or not they have a Natural Product Number (NPN),
 10. expenses for drugs and treatments, and any services and supplies relating to the administration of the drug and treatment, administered in a hospital, on an in-patient or out-patient basis, or in a government-funded clinic or treatment facility, and
 11. expenses incurred under any of the conditions listed on the Extended Health Insurance Provision page as an Exclusion.

Extended Health – Vision Benefit

Definitions

Ophthalmologist

means a person licensed to practise ophthalmology.

Optometrist

means a member of the Canadian Association of Optometrists or of a provincial association associated with it.

Reasonable and customary charges

mean those which are usually made to a person without insurance for the items of expense listed under Eligible Expenses and which do not exceed the general level of charges in the area where the expense is incurred.

Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense:

1. eye examinations by an ophthalmologist or optometrist limited to one examination in a 24 month period (12 month period for an insured dependant under age 18).
2. eyeglasses and contact lenses and repairs to them that are necessary for the correction of vision and are prescribed by an ophthalmologist or optometrist, limited to the maximum specified in the Summary of Insurance for eligible expenses incurred during a 24 month period for you and each insured dependant.
3. eyeglasses and contact lenses certified by an ophthalmologist as necessary due to a surgical procedure or the treatment of keratoconus, limited to a lifetime maximum of \$200 for the non-surgical treatment of keratoconus for you and for each insured dependant and a maximum of \$200 for expenses incurred within six months of each surgical procedure.

Exclusions

No benefit is payable for expenses incurred under any of the conditions listed on the Extended Health Insurance Provision page as an Exclusion.

Extended Health – Hospital Benefit

Definitions

Hospital

means a legally licensed hospital which provides facilities for diagnosis, major surgery and the care and treatment of a person suffering from disease or injury, on an in-patient basis, with 24 hour services by registered nurses and physicians. This includes legally licensed hospitals providing specialized treatment for mental illness, drug and alcohol addiction, cancer, arthritis and convalescing or chronically ill persons when approved by Sun Life. This does not include nursing homes, homes for the aged, rest homes or other places providing similar care.

Reasonable and customary charges

mean those which are usually made to a person without insurance for the items of expense listed under Eligible Expenses and which do not exceed the general level of charges in the area where the expense is incurred.

Eligible Expenses

Eligible expenses mean reasonable and customary charges for accommodation in a hospital, limited to the difference between the charges for public ward and semi-private room for each day of hospitalization.

Exclusions

No benefit is payable for expenses incurred under any of the conditions listed on the Extended Health Insurance Provision page as an Exclusion.

Extended Health – Supplementary Health Care Benefit

Definitions

Audiologist

means a member of the Canadian Speech & Hearing Association or of any provincial association affiliated therewith.

Chiroprapist, Podiatrist

means a person licensed by the appropriate provincial licensing authority.

Chiropractor

means a member of the Canadian Chiropractic Association or of a provincial association affiliated with it.

Hospital

means a legally licensed hospital which provides facilities for diagnosis, major surgery and the care and treatment of a person suffering from disease or injury, on an in-patient basis, with 24 hour services by registered nurses and physicians. This includes legally licensed hospitals providing specialized treatment for mental illness, drug and alcohol addiction, cancer, arthritis and convalescing or chronically ill persons when approved by Sun Life. This does not include nursing homes, homes for the aged, rest homes or other places providing similar care.

Naturopath

means a member of the Canadian Naturopathic Association or any provincial association affiliated with it.

Occupational Therapist

means a person licensed by the appropriate provincial licensing authority.

Osteopath

means a person who holds the degree of doctor of osteopathic medicine from a college of osteopathic medicine approved by the Canadian Osteopathic Association or a person who holds a Diploma in Osteopathic Manual Practice (DOMP).

Physiotherapist

means a member of the Canadian Physiotherapy Association or of a provincial association affiliated with it.

Psychologist

means a permanently certified psychologist who is listed on the appropriate provincial registry in the province in which the service is rendered.

Reasonable and customary charges

mean those which are usually made to a person without insurance for the items of expense listed under Eligible Expenses and which do not exceed the general level of charges in the area where the expense is incurred.

Registered Dietitian

means a person licensed by the appropriate provincial licensing authority.

Registered Massage Therapist

means a person licensed by the appropriate provincial licensing body or in the absence of a provincial licensing body, a person whose qualifications we determine to be comparable with those required by a licensing body.

Registered Nurse, Registered Nursing Assistant, Certified Nursing Assistant, Licensed Practical Nurse, Registered Practical Nurse

means a nurse, nursing assistant or practical nurse or certified nursing assistant who is listed on the appropriate provincial registry.

Social Worker

means a person who holds a Master of Social Work (MSW) degree from an accredited university.

Speech Language Pathologist

means a person who holds a master's degree in Speech Language Pathology and is a member or is qualified to be a member of the Canadian Speech and Hearing Association or any provincial association affiliated with it.

Eligible Expenses

To be eligible, the expenses must be medically necessary for the treatment of disease or bodily injury and prescribed by a physician.

Eligible expenses are the reasonable and customary charges for the items of expense listed below.

1. the services of a registered nurse (R.N.), registered nursing assistant (R.N.A.), certified nursing assistant (C.N.A.), licensed practical nurse (L.P.N.) or registered practical nurse (R.P.N.) when provided in the patient's home, limited to a maximum of \$25,000 in a benefit year. To qualify as an eligible expense, the patient's treatment must require the level of expertise of an R.N., R.N.A., C.N.A., L.P.N., or R.P.N.
2. the services of the following practitioners, limited to a maximum of \$30 per visit to a benefit year maximum of \$500 for each practitioner.
 - a. a physiotherapist,
 - b. a registered massage therapist,
 - c. a speech language pathologist,
 - d. a psychologist or a social worker,
 - e. a chiropractor*, including one x-ray examination per benefit year,
 - f. an osteopath*, including one x-ray examination per benefit year,
 - g. a naturopath*.

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- h. a podiatrist or chiropodist*, including one x-ray examination per benefit year,
 - i. a registered dietician,
 - j. an audiologist, and
 - k. an occupational therapist.

* physician's prescription not required.

The practitioner must be registered with the appropriate association or registry. Where applicable, expenses for practitioners' services eligible under a provincial health care plan will not be reimbursed until your expenses exceed the annual maximums under your provincial plan.

- 3. the services of a dental surgeon, including dental prosthesis, required for the treatment of a fractured jaw or for the treatment of accidental injuries to natural teeth if the fracture or injury was caused by external, violent and accidental means, provided the services are performed within 12 months of the accident but excluding services required in conjunction with such fracture or injury due to a condition that existed before the accident. A physician's prescription is not required.
- 4. licensed ground ambulance service to and from the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation.
- 5. emergency air ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation, and, if the patient requires the services of a registered nurse during the flight, the services and return air fare for a registered nurse.
- 6. orthopaedic shoes, orthopaedic modifications to shoes, and orthotics, when they are required for the correction of deformity of the bones and muscles and provided they are not solely for athletic use, limited to a maximum of \$150 in a benefit year.
- 7. hearing aids and repairs to them, excluding batteries, limited to a maximum of \$500 for eligible expenses incurred during a 5 year period.
- 8. trusses and crutches.
- 9. plaster of paris or fibreglass casts.
- 10. braces, provided they are not solely for athletic use.
- 11. artificial limbs or other prosthetic appliances.
- 12. oxygen.
- 13. diagnostic laboratory and x-ray examinations.
- 14. blood glucose monitors, limited to a maximum of \$150 for eligible expenses incurred during a 5 year period.
- 15. rental, or purchase at our option, of medically necessary durable equipment that meets the patient's basic medical needs and is approved by Sun Life. If alternate durable equipment is available, eligible expenses are limited to the cost of the least expensive equipment that meets the patient's basic medical needs. Eligible durable equipment includes, but is not limited to, items such as:
 - a. wheel chairs,
 - b. wheel chair repairs, limited to a lifetime maximum of \$250,
 - c. walkers,
 - d. hospital beds,

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- e. traction kits.
16. the following hospital and medical services which are not offered in the province of residence and are performed following written referral by the attending physician in the patient's province of residence.
- a. public ward accommodation and auxiliary hospital services in a general hospital limited to, after deducting the amount payable by a government plan, a maximum of \$75 a day for 60 days in a benefit year.
 - b. services of a physician limited to, after deducting the amount payable by a government plan, the level of physicians' charges in the patient's province of residence.
- Items of expense incurred outside Canada are eligible only if they are not offered in any province in Canada.
17. Continuous Glucose Monitor (CGM) receivers, transmitters or sensors, for persons diagnosed with Type 1 diabetes, limited to a combined maximum of \$4,000 in a benefit year. You must provide Sun Life with a physician's note confirming the diagnosis.

Exclusions

No benefit is payable for

- 1. expenses for the services of a homemaker,
- 2. expenses for items purchased solely for athletic use,
- 3. dental expenses, except those specifically provided under Eligible Expenses for treatment of accidental injuries to natural teeth,
- 4. utilization fees which are imposed by the provincial health care plan for the user of a service,
- 5. expenses incurred under any of the conditions listed on the Extended Health Insurance Provision page as an Exclusion.

Extended Health – Out-of-Province Emergency and Travel Assistance Benefit

To be insured for this benefit, you and your insured dependant must have provincial health care coverage. Expenses for hospital/medical services and travel assistance benefits are eligible if

1. they are incurred as a result of emergency treatment of a disease or injury which occurs outside your home province,
2. they are medically necessary, and
3. they are incurred due to an emergency which occurs during the first 180 days of travelling on vacation or business outside your home province. Your 180 days of coverage starts on the day you or your insured dependant departs from your home province.

Definitions

Emergency

means an acute illness or accidental injury that requires immediate, medically necessary treatment prescribed by a physician.

Emergency services

mean any reasonable medical services or supplies, including advice, treatment, medical procedures or surgery, required as a result of an emergency. When you or your insured dependant have a chronic condition, emergency services do not include treatment provided as part of an established management program that existed prior to leaving your province of residence.

Family member

means you or your insured dependant.

Reasonable and customary charges

mean those which are usually made to a person without insurance for the items of expense listed under Eligible Expenses and which do not exceed the general level of charges in the area where the expense is incurred.

Relative

means your spouse, parent, child, brother or sister.

Emergency Services

At the time of an emergency, the family member or someone with the family member must contact our Emergency Travel Assistance provider, AZGA Service Canada Inc. (Allianz Global Assistance). All invasive and investigative procedures (including any surgery, angiogram, MRI, PET scan, CAT scan), must be pre-authorized by Allianz Global Assistance prior to being performed, except in extreme circumstances where surgery is performed on an emergency basis immediately following admission to a hospital.

If contact with Allianz Global Assistance cannot be made before services are provided, contact with Allianz Global Assistance must be made as soon as possible afterwards. If contact is not made and emergency services are provided in circumstances where contact could reasonably have been made, then we have the right to deny or limit payments for all expenses related to that emergency.

An emergency ends when the family member is medically stable to return to his province of residence.

Emergency Services Excluded from Coverage

Any expenses related to the following emergency services are not covered:

1. services that are not immediately required or which could reasonably be delayed until the family member returns to his province of residence, unless his medical condition reasonably prevents him from returning to his province of residence prior to receiving the medical services.
2. services relating to an illness or injury which caused the emergency, after such emergency ends.
3. continuing services arising directly or indirectly out of the original emergency or any recurrence of it, after the date that we or Allianz Global Assistance, based on available medical evidence, determines that the family member can be returned to his province of residence, and he refuses to return.
4. services which are required for the same illness or injury for which the family member received emergency services, including any complications arising out of that illness or injury, if the family member had unreasonably refused or neglected to receive the recommended medical services.
5. where the trip was taken to obtain medical services for an illness or injury, services related to that illness or injury, including any complications or any emergency arising directly or indirectly out of that illness or injury.

Eligible Expenses for Hospital/Medical Services

Eligible expenses mean reasonable and customary charges for the following items of expense incurred for emergency services, less the amount payable by a government plan:

1. public ward accommodation and auxiliary hospital services in a general hospital,
2. services of a physician,
3. economy air fare for the patient's return to his province of residence for medical treatment,
4. licensed ground ambulance service to the nearest hospital equipped to provide the required treatment, or to Canada, when the patient's physical condition prevents the use of another means of transportation,
5. emergency air ambulance service to the nearest hospital equipped to provide the required treatment, or to Canada, when the patient's physical condition prevents the use of another means of transportation, and if the patient requires a registered nurse during the flight, the services and return air fare for the registered nurse.

The maximum lifetime amount payable for the above Eligible Expenses is \$1,000,000 for you and for each insured dependant.

Expenses that are included as Eligible Expenses under Drug, Vision, Hospital or Supplementary Health Care benefits are also eligible while you or your insured dependant is travelling outside Canada. These expenses are subject to the deductibles and reimbursement percentages listed under the appropriate benefit in the Summary of Insurance.

Eligible Expenses for Travel Assistance Benefits

Eligible expenses mean reasonable and customary charges for the following items of expense incurred for emergency services:

1. family assistance benefits, which include reimbursement for the cost of:
 - a. return transportation for insured dependent children who are under the age of 16, or who are handicapped, if they are left unattended because you or your spouse is hospitalized outside your province of residence. Sun Life will arrange the transportation of the dependent child to your home, and if necessary, an escort will be provided to accompany him. The maximum payable for the return transportation is a one-way economy fare for each dependent child.
 - b. return transportation for family members, if the hospitalization of a family member prevents them from returning home on the originally scheduled, pre-paid transportation, and consequently requires them to purchase new return tickets. The extra cost of each return fare is payable to a maximum of a one-way economy fare, less any amount reimbursed for the unused, return tickets.
 - c. visit of one relative, if a family member is hospitalized for more than 7 days while travelling without a relative. This includes meals and accommodation up to a maximum of \$150 per day, and round-trip economy transportation, for one relative. These expenses are also covered when it is necessary for a relative to identify a deceased family member before the release of his body.
 - d. meals and accommodation up to a maximum of \$150 per day per family, if a trip is extended because a family member is hospitalized.

The combined maximum amount payable for the above family assistance benefits is \$5,000 for one travel emergency.

2. return of a deceased family member. The necessary authorizations will be obtained and arrangements made for the return of the deceased to his province of residence. The maximum amount payable for the preparation and return of the deceased is \$5,000. Preparation of the deceased includes expenses for cremation at the place of death. Return of the deceased **includes** a basic shipping container, but **excludes** expenses for burial, such as burial caskets and urns.
3. return of a vehicle. If a family member is unable to operate a vehicle (owned or rented) because he is being returned to Canada for medical treatment, Sun Life will reimburse the cost of returning this vehicle to his province of residence, or the nearest appropriate rental agency. This benefit is also payable in the event of a family member's death. The maximum amount payable for returning the vehicle is \$1,000.

Travel Assistance Services

Out-of-province and around-the-world services are provided through Allianz Global Assistance, a company specializing in emergency medical assistance for travellers. By calling the 24 hour helpline, Allianz Global Assistance will be able to provide you and your insured dependants with the following emergency assistance services during the first 180 days of travel:

1. physician and hospital referrals,
2. on-going monitoring of medical treatment if a family member is hospitalized,
3. coordination of transportation arrangements via ground or air ambulance if it is medically necessary to return a family member to Canada or transfer him to another hospital that is equipped to provide the required treatment,

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4. payment assistance for hospital/medical expenses,
 5. legal referrals,
 6. a telephone interpretation service,
 7. a message service for you, your family, friends and business associates.

Emergency Payment Assistance

Eligible Hospital/Medical Expenses:

To ensure payment of these expenses,

1. **Call the 24 hour helpline immediately.** If you are physically unable to call the helpline yourself, then have a family member, travelling companion or medical personnel call for you. Simply showing your Sun Life Travel card to a doctor, nurse or hospital personnel will **NOT** ensure payment of these expenses.
2. Allianz Global Assistance will verify your extended health coverage and provincial health care coverage so payments can be arranged on behalf of you or your insured dependant.
3. You will be required to sign an authorization form allowing Allianz Global Assistance to recover any amounts payable by the provincial health care plan.
4. For expenses that require a percentage paid by you, or that are not covered under this plan or the provincial health care plan, you must reimburse Sun Life for the excess amount of the payment.
5. If you receive any subsequent bills for these expenses, please forward them to Allianz Global Assistance and they will coordinate payments with the provincial health care plan and Sun Life.

24 Hour Helpline

If emergency assistance is needed, a 24 hour helpline is available. Multilingual coordinators at Allianz Global Assistance can access a worldwide network of professionals who offer help with medical, legal, and other travel-related emergencies.

The 24 hour helpline can assist you and your insured dependant if you have lost your passport or visa, if you need to find a local legal advisor, or if you require telephone interpretation services. You can also call the helpline and leave important messages for family, friends or business associates; likewise, they can call the helpline and leave messages for you while you travel. Allianz Global Assistance will hold such messages for 15 days.

When calling the 24 hour helpline, please be ready to state your Policy No., Certificate No., ID No., and Provincial Medical Insurance Plan/Health Card Number.

Please consult the telephone numbers on your Travel card.

Exclusions and Limitations

No benefit is payable for

1. expenses incurred by you or your insured dependant due to an emergency which occurs more than 180 days after departure from your province of residence,
2. expenses incurred on a non-emergency or referral basis,
3. expenses incurred under any of the conditions listed as an Exclusion in the Extended Health Insurance Provision.

If you are covered as a retired employee, you and your insured dependants must return to your province of residence for at least 30 consecutive days before becoming eligible for another 180 days of coverage.

Due to conditions such as war, political unrest, epidemics, and geographic inaccessibility, emergency assistance services may not be available in certain countries. For more information on travelling conditions and the availability of Allianz Global Assistance services in a particular country, please call the appropriate 24 hour helpline.

Neither Sun Life nor Allianz Global Assistance is responsible for the availability, quality or results of the medical treatment received by you or your insured dependant, or for the failure to obtain medical treatment.

Dental Insurance Provision

Benefit

This dental plan is a means to help you to pay for your dental treatment. The services and procedures outlined in this booklet are not a treatment plan and should not determine the treatment and care decisions you and your dentist make. Your actual needs should determine these decisions.

You will be reimbursed when you submit proof to Sun Life that you or your insured dependant has incurred any of the eligible expenses for necessary dental services performed by a dentist, a dental hygienist or a denturist. To determine the amount payable, the total eligible expenses claimed are adjusted as follows:

1. the deductible, which must be satisfied each benefit year, is subtracted,
2. the reimbursement percentage is applied, and
3. the maximums specified in the Summary of Insurance are applied.

The intentional omission, misrepresentation or falsification of information relating to any claim constitutes fraud.

Sun Life reserves the right to refuse any assignment of benefits under this provision.

Co-ordination of Benefits

If you or your dependants are covered under this plan and another plan, Sun Life will co-ordinate benefits under this plan with the other plan following insurance industry standards. These standards determine which plan you should claim from first.

The plan that does not contain a co-ordination of benefits clause is considered to be the first payer and therefore pays benefits before a plan which includes a co-ordination of benefits clause.

For dental accidents, health plans with dental accident coverage pay benefits before dental plans.

Following payment under another plan, the amount of benefit payable under this plan will not exceed the total amount of eligible expenses incurred less the amount paid by the other plan.

Where both plans contain a co-ordination of benefits clause, claims must be submitted in the order described below.

Claims for you and your spouse should be submitted in the following order:

1. the plan where the person is covered as an employee. If the person is an employee under two plans, the following order applies:
 - the plan where the person is covered as an active full-time employee,
 - the plan where the person is covered as an active part-time employee,
 - the plan where the person is covered as a retiree.
2. the plan where the person is covered as a dependant.

Claims for a dependent child should be submitted in the following order:

1. the plan where the dependent child is covered as an employee,
2. the plan where the dependent child is covered under a student health or dental plan provided through an educational institution,
3. the plan of the parent with the earlier birth date (month and day) in the calendar year,
4. the plan of the parent whose first name begins with the earlier letter in the alphabet, if the parents have the same birth date.

The above order applies in all situations except when parents are separated/divorced and there is no joint custody of the dependent child, in which case the following order applies:

1. the plan of the parent with custody of the dependent child,
2. the plan of the spouse of the parent with custody of the dependent child,
3. the plan of the parent not having custody of the dependent child,
4. the plan of the spouse of the parent not having custody of the dependent child.

When you submit a claim, you have an obligation to disclose to Sun Life all other equivalent coverage that you or your dependants have.

Claims

A claim must be received by Sun Life within 18 months of the date the expense is incurred. However, if your coverage terminates, any claim must be received by Sun Life no later than 90 days following the end of the coverage.

If your dentist has recommended dental treatment that is expected to cost more than \$500, or if your dentist has recommended dental treatment involving dentures, bridges or crowns, you may have your dentist prepare a pre-treatment plan that you can submit to Sun Life before you start treatment. For any other dental treatment, you can call Sun Life at 1 800 361-6212 to determine if the recommended dental treatment is eligible for payment.

Limitation period for Ontario:

Every action or proceeding against an insurer for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the *Limitations Act, 2002*.

Limitation period for any other province:

Every action or proceeding against an insurer for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the *Insurance Act* or other applicable legislation of the member's province or territory.

Alternate Benefit

When deciding what will be paid for a procedure, Sun Life may take into account alternate procedures, services, courses of treatment and materials available, and may provide dental benefits based on the least costly procedure, service, course of treatment and materials which will produce a professionally adequate result that is consistent with current, accepted standards of dental practice.

Exclusions and Limitations

No benefit is payable for

- expenses for which benefits are payable under a Workers' Compensation Act, Workplace Safety and Insurance Act or a similar statute,
- expenses incurred due to civil disorder or war, whether or not war was declared,
- expenses for services performed by a person who is ordinarily a resident in the patient's home or who is closely related to the patient by blood or marriage,
- expenses for services or supplies payable or available (regardless of any waiting list) under any government-sponsored plan or program unless explicitly listed as covered under this benefit.

Anaesthesia and laboratory procedure charges must be completed in conjunction with other services and the amount payable will be limited to the reimbursement percentage of the services they are being performed in conjunction with. Laboratory charges are also limited to 66 2/3% of the fee for the procedure in the Dental Fee Guide shown on the Summary of Insurance.

At Termination

If you die, your insured dependant's Dental Insurance Benefits will be continued for 24 months without payment of premiums as long as the Dental Insurance provision remains in force. Your dependants must contact your Plan Administrator to arrange the extension of coverage.

Dental Insurance Provision – Diagnostic/Preventive Benefit

Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

- a. examination and diagnosis
 - oral examination (once every 5 years),
 - limited/recall examination (once every 6 months),
 - limited periodontal examination (once every 6 months),
 - specific oral examination (once every 12 months),
 - emergency oral examination (once every 12 months),
- b. tests and laboratory examinations
 - biopsy of oral tissue,
 - pulp vitality tests,
- c. radiographs
 - complete series (once every 5 years),
 - periapical,
 - bitewing (once every 12 months for persons under age 14 and once every 18 months for persons 14 and over),
 - panoramic (once every 5 years),
- d. preventive services
 - dental polishing (once every 6 months),
 - topical application of fluoride phosphate (once every 6 months),
 - pit and fissure sealants (for persons under 19 years of age),
 - interproximal discing (for children under 12 years of age),
 - recontouring of teeth for functional reasons
- e. space maintainers (for children under 12 years of age)
- f. drug injections
- g. laboratory procedures

Exclusions

No benefit is payable for

1. expenses for cosmetic services,
2. expenses incurred for the treatment of malocclusion or for orthodontic treatment,
3. expenses for replacement of space maintainers which have been lost, stolen or mislaid,
4. expenses incurred for full mouth reconstructions, for vertical dimension correction or for correction of temporomandibular joint dysfunction,
5. expenses incurred under any of the conditions listed on the Dental Insurance Provision page as an Exclusion or Limitation.

Dental Insurance Provision – Restorative Benefit

Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

- a. examinations
 - oral examinations
- b. restoration
 - caries control,
 - trauma control,
 - amalgam (bonded amalgam fillings are paid at the non-bonded equivalent),
 - acrylic or composite resin (Primary teeth and permanent anteriors and bicuspid only; permanent molars are paid at the amalgam equivalent),
 - prefabricated restorations,
- c. periodontics
 - non surgical services,
 - scaling and root planing (not exceeding 8 time units each year),
- d. denture repairs
- e. relining and rebasing of dentures
- f. surgical services
 - uncomplicated removals,
 - surgical removals and repositioning
 - surgical excision,
 - surgical incision,
 - fractures,
 - lacerations,
 - frenectomy,
 - miscellaneous surgical services,
- g. anaesthesia (if performed in conjunction with oral surgery)
 - general anaesthesia
 - deep sedation
 - conscious sedation
- h. laboratory procedures

Exclusions

No benefit is payable for

1. expenses for cosmetic services,
2. expenses incurred for the treatment of malocclusion or for orthodontic treatment,
3. expenses incurred for full mouth reconstructions, for vertical dimension correction or for correction of temporomandibular joint dysfunction,
4. expenses incurred under any of the conditions listed on the Dental Insurance Provision page as an Exclusion or Limitation.

Dental Insurance Provision – Periodontic Benefit

Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

- a. periodontics
 - surgical services,
 - post-surgical treatment,
 - adjunctive procedures,
 - occlusal adjustment/equilibration (not exceeding 4 time units every year),
 - appliances (once every 5 years),
 - maintenance adjustments & repairs (once every 6 months),
 - post treatment evaluation,
- b. major surgery
 - alveoplasty,
 - enucleation of cyst,
 - dislocations,
- c. x-rays
 - temporomandibular joint x-rays,
- d. anaesthesia (if performed in conjunction with oral surgery)
 - general anaesthesia
 - deep sedation
 - conscious sedation
- e. laboratory procedures

Exclusions

No benefit is payable for

1. expenses for cosmetic services,
2. expenses for replacement of periodontal appliances which have been lost, stolen or mislaid,
3. expenses for full mouth reconstructions, for vertical dimension correction or for correction of temporomandibular joint dysfunction,
4. expenses incurred under any of the conditions listed on the Dental Insurance Provision page as an Exclusion or Limitation.

Dental Insurance Provision – Denture Benefit

Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

- a. partial and complete dentures
 - complete dentures,
 - partial dentures,
- b. remakes and adjustments
 - adjustment to dentures,
 - remake partial dentures,
- c. examinations
 - oral examination,
 - diagnostic casts,
- d. laboratory procedures

Replacement of an existing denture or bridgework with a denture, is an eligible expense if the replacement is required to replace an existing denture which was installed at least 5 years before the replacement, limited to a maximum eligible expense of the value and quality of the original denture or bridgework.

The addition of teeth to an existing partial denture is an eligible expense if the addition is required to replace one or more teeth removed while the member or insured dependant is insured under this benefit.

Exclusions

No benefit is payable for

1. expenses for cosmetic services,
2. expenses for replacement dentures which have been lost, stolen or mislaid,
3. expenses for prosthetic devices which are ordered while the member or insured dependant is insured under this benefit but are installed after termination of this benefit,
4. expenses for replacement of dentures and addition of teeth to existing dentures except as provided under Eligible Expenses,
5. expenses incurred under any of the conditions listed on the Dental Insurance Provision page as an Exclusion or Limitation.

Dental Insurance Provision – Bridge Benefit

Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

- a. fixed bridgework
 - bridge pontics*,
 - retainers*,
 - other prosthetic services,
- b. repairs and adjustments
 - porcelain repairs,
 - repairs to bridges,
- c. examinations
 - oral examination,
 - diagnostic casts,
- d. laboratory procedures

Replacement of an existing denture or bridgework with bridgework is an eligible expense if the replacement is required to replace an existing denture or bridgework which was installed at least 5 years before the replacement, limited to a maximum eligible expense of the value and quality of the original denture or bridgework.

The addition of teeth to existing bridgework is an eligible expense if the addition is required to replace one or more teeth removed while the member or insured dependant is insured under this benefit.

*Coverage for bridge work involving a permanent molar(s) is limited to the cost of a full metal pontic/retainer.

Exclusions

No benefit is payable for

1. expenses for cosmetic services,
2. expenses for crowns and onlays, placed on a tooth not functionally impaired by incisal angle or cuspal damage,
3. expenses for prosthetic devices which are ordered while the member or insured dependant is insured under this benefit but are installed after termination of this benefit,
4. expenses for replacement of bridgework and addition of teeth to existing bridgework except as provided under Eligible Expenses,
5. expenses for permanent splinting,
6. expenses for full mouth reconstructions, for vertical dimension correction or for correction of temporomandibular joint dysfunction,
7. expenses incurred under any of the conditions listed on the Dental Insurance Provision page as an Exclusion or Limitation.

Dental Insurance Provision – Crown Benefit

Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

- a. crowns*, onlays*
 - crowns*,
 - other restorative services,
- b. repairs and adjustments
 - porcelain repairs,
 - recementing crowns,
- c. examinations
 - oral examination,
 - diagnostic casts,
- d. laboratory procedures

Replacement of an existing crown or onlay is an eligible expense if the replacement is required to replace an existing crown or onlay which was installed at least 5 years before the replacement, limited to a maximum eligible expense of the value and quality of the original denture or bridgework.

*Coverage for crowns and onlays placed on permanent molars is limited to the cost of a full metal crown/onlay.

Exclusions

No benefit is payable for

1. expenses for cosmetic services,
2. expenses for crowns and onlays, placed on a tooth not functionally impaired by incisal angle or cuspal damage,
3. expenses for prosthetic devices which are ordered while the member or insured dependant is insured under this benefit but are installed after termination of this benefit,
4. expenses for replacement of crowns or onlays except as provided under Eligible Expenses,
5. expenses for permanent splinting,
6. expenses for full mouth reconstructions, for vertical dimension correction or for correction of temporomandibular joint dysfunction,
7. expenses incurred under any of the conditions listed on the Dental Insurance Provision page as an Exclusion or Limitation.

Dental Insurance Provision – Endodontic Benefit

Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

- a. examinations
 - oral examinations
- b. endodontics
 - pulpotomy,
 - root canal therapy,
 - periapical services,
 - other endodontic procedures,
 - emergency procedures,
- c. anaesthesia (if performed in conjunction with oral surgery)
 - general anaesthesia
 - deep sedation
 - conscious sedation
- d. hemisection
- e. laboratory procedures

Exclusions

No benefit is payable for

1. expenses for cosmetic services,
2. expenses incurred under any of the conditions listed on the Dental Insurance Provision page as an Exclusion or Limitation.

Respecting your privacy

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