

COLLECTIVE AGREEMENT

BETWEEN: SOURCE OFFICE FURNITURE & SYSTEMS LTD.

(The "Employer")

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518

(The "Union" or "UFCW")

December 15, 2013 to April 30, 2018

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ARTICLE 1: PURPOSES

1.01 Purposes of Agreement

The following are the purposes of the Agreement:

- a. to establish and maintain an orderly and harmonious relationship between the Employer, the employees and the Union;
- b. to provide a fair and amicable method for final and conclusive settlement without stoppage of work for all disputes between the persons bound by this Agreement.

ARTICLE 2: AGREEMENT INTERPRETATION

2.01 Gender References

For the purposes of this Agreement, the masculine shall be considered to include the feminine and singular to include the plural.

2.02 Employee

In this Agreement, “employee” means an employee in the bargaining unit.

2.03 Savings Clause

If any provision of this Agreement is rendered invalid by statute or by decision of a court or tribunal of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

ARTICLE 3: SCOPE AND RECOGNITION

3.01 Scope

This Agreement applies to all employees of the Employer included in the bargaining unit for which the Union is certified under the Labour Relations Code.

3.02 Recognition

The Employer recognizes the Union as the sole collective bargaining agent for all employees in the bargaining unit.

3.03 Copies of Agreement

The Union shall be responsible for printing this Agreement and for ensuring that each employee receives a copy.

ARTICLE 4: UNION SECURITY AND DEDUCTION OF DUES

4.01 Union Membership

Each employee must, as a condition of employment, be or become a member of the Union within 30 days following the effective date of this Agreement, or 30 days following the beginning of his employment, whichever is later. Each employee shall remain a member of the Union in good standing as a condition of continuing employment.

4.02 New Employee Documentation

The Employer agrees to provide each new employee at the time of hire, a Union Membership Application form and a Dues Check-Off Authorization form, both to be completed by the new employee. Once completed said forms shall be forwarded by the Employer to the Union office. The Union shall be responsible for furnishing the Employer with an adequate supply of blank forms.

4.03 Deduction of Dues

The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, union dues, fines and assessments as are authorized by regular and proper vote of the memberships of the Union. The Employer further agrees to automatically deduct union dues from the wages of all new employees. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions.

4.04 Remittance of Dues

The Employer agree to make deductions in each calendar month for the then current month and to remit the aggregate of the amounts so deducted to the Secretary-Treasurer of the Union prior to the last day for the month following the month in which the deductions are made and the Social Insurance Number of each employee for whom the deductions were made and the amount of each deduction. The Employer agrees to include dues deducted during the year on the employee's T4 slip.

4.05 Indemnity

The Union agrees to indemnify the Employer for any fines, dues, initiation fees or assessments improperly deducted and remitted to the Union on instructions to the Employer from the Union if such fines, dues, initiation fees or assessments are found to have been improperly deducted by a court of law or the Labour Relations Board.

ARTICLE 5: UNION REPRESENTATION

5.01 Recognition of Shop Stewards

The Employer shall recognize up to two (2) Shop Stewards elected by the employees or appointed by the Union. The Union will endeavour to ensure that one Shop Steward works in the warehouse.

5.02 Qualifications

The Shop Stewards shall be employees who have completed their probationary periods.

5.03 Notification

The Union shall notify the Employer in writing of the names of the Shop Stewards; the Employer shall not be required to recognize a Shop Steward until it has been so notified.

5.04 Investigation/Processing of Grievances

A Shop Steward may, within reason, investigate and process grievances or confer with representatives of the Union during regular working hours without loss of pay. Before doing so, the Shop Steward must obtain permission from his manager. Such permission will not be unreasonably withheld.

5.05 No Union Activities

Neither the Union nor the employees will engage in any Union activities on Employer premises during working hours, except as provided in this Agreement.

5.06 Union Representatives

An authorized representative of the Union shall have the right to contact employees at the workplace to discuss matters respecting this Agreement or its administration. The Union shall obtain authorization from the Employer as to the appropriate time for such contact before meeting the employee(s). Such authorization shall not be unreasonably withheld. The Union representative agrees to check-in with management when they arrive and when they leave.

5.07 Bulletin Boards

The Employer shall make a bulletin board available for the posting of Union bulletins regarding meetings, appointment of committees, election of officers, seniority lists, dues, entertainment, and health and safety. The Shop Stewards shall be responsible for ensuring that the bulletin board is used in accordance with this Agreement.

5.08 Joint Labour-Management Committee

A Joint Labour-Management (JLM) Committee shall be established, consisting of two employees and two representatives of the Employer. A representative of the Union or the Employer may

attend the meetings from time-to-time. Prior notice of such attendance will be provided to the other Party.

The JLM Committee shall meet every second month or as required to engage in a meaningful exchange of ideas and information on matters relating to the workplace that affect the parties or any employee bound by this Agreement. The purpose of the JLM Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

Meetings will be held during regular working hours.

ARTICLE 6: MANAGEMENT RIGHTS

6.01 Management Rights

The Union recognizes and acknowledges that the management of the business and direction of the workforce are fixed exclusively with the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a. maintain order and efficiency;
- b. hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or dismiss any employee for just and reasonable cause;
- c. determine the nature and kind of business conducted by the Employer, the methods and techniques of work, contents of jobs, the number of employees to be employed, the extension of operations or any part thereof;
- d. establish new, and abolish existing, job classifications;
- e. establish job requirements, including the determination of the experience, skills, abilities, training and qualifications required to perform the work;

and to determine and excise all functions which shall remain with the Employer except as specifically limited by the express provisions of this Agreement.

ARTICLE 7: EMPLOYMENT STATUS

7.01 Probationary Period

Each regular employee shall serve a probationary period of four (4) months actually worked, commencing with his date of hire. If the Company, in its sole discretion, decides that the

employee is unsuitable for continued employment, that his performance is unsatisfactory, or that the employee is unwilling or unable to properly carry out his duties, the Company may terminate the employee's employment at any time during the probationary period.

7.02 Full-Time Regular Employees

Full-time regular employees are regularly scheduled employees who work forty (40) hours per week on a continuing basis.

7.03 Part-Time Regular Employees

Part-time regular employees are regularly scheduled employees who work less than full time hours per week on a continuing basis. Such employees are covered by all provisions of this Agreement, but are not entitled to the Group Benefit Plan.

7.04 Casuals

Casuals are persons who are called into work by the Employer, on an infrequent basis, and who are not obligated to work when required.

Casuals:

- a. Are new employees who are not members of the Union, provided said non-members shall be eligible for membership in the Union and shall make application within ten (10) working days after employment and become members in thirty (30) working days; or
- b, Workers who are not employees of the Employer and will not work in excess of ten (10) working days.

ARTICLE 8: SENIORITY

8.01 Definition

Seniority shall mean the length of continuous service with the Employer.

8.02 Seniority Lists

The Employer shall provide the Union with a current seniority list every six months; or when the information is required to determine seniority in order to settle a disagreement.

8.03 Probationers

Seniority shall not accrue during an employee's probationary period. Upon successful completion of the probationary period, the employee's seniority shall be backdated to his date of hire.

8.04 Leaving the Bargaining Unit

An employee who leaves the bargaining unit to fill another position with the Employer shall continue to accumulate seniority, and shall have the right to exercise his seniority to return to the bargaining unit, for a period of three (3) months. After the expiry of that period, the employee's seniority shall be lost.

8.05 Loss of Seniority

Length of continuous service or seniority can be lost and the employee deemed to be terminated if they:

- a. voluntarily leave the employ of the Employer; or
- b. are discharged and such discharge is not reversed by the grievance procedure; or
- c. are absent without leave for a period greater than three (3) working days without notification; or
- d. after being laid-off by the Employer, fails to report for work when recalled or cannot be located after a reasonable effort on the part of the Employer. The method of contact by telephone, followed by a registered or couriered letter to the employee at their last known address, will constitute a reasonable effort on the part of the Employer and within three (3) working days of receipt of such notice the employee fails to report for duty, or advise the Employer that they will return within five (5) working days, the Employer shall be entitled to assume that the said employee has left the Employer's service voluntarily; or
- e. has been laid-off for a period of:
 - i. three (3) months if less than twelve (12) months' seniority; or
 - ii. six (6) months if twelve (12) months' seniority or greater.

ARTICLE 9: HOURS OF WORK

9.01 No Guarantee

Nothing in this Agreement shall be construed as a guarantee of work, or of hours of work per day or per week, or of days of work per week. The provisions of this Article are intended to outline the normal or regular hours of work.

9.02 Definitions

A day shall commence at 12:01 a.m. and end twenty-four (24) hours later. A week shall commence at 12:01 a.m. Sunday and end at 12:00 midnight the following Saturday.

9.03 Time Clocks

- a. The Employer shall provide a time clock in order to enable employees to record their time for payroll purposes. Each employee's time is electronically recorded at the start and finish of work and when leaving the premises. Warehouse employees also electronically record the start and end times of their lunch breaks. Drivers and swamper must advise by text message to the manager, or their delegate, their start and end to lunch breaks.
- b. It is each employee's responsibility to ensure that every punch and scan is verified as accurate at the time of the scan.

9.04 Meal Break

An employee who works more than five (5) consecutive hours in one day shall receive an unpaid meal break of one half (1/2) hour's duration. Meal breaks will be arranged between the employee and his manager, and shall commence no sooner than three (3) hours, and end no later than five (5) hours, after the beginning of the employee's shift.

9.05 Breaks

The Employer will provide a ten (10) minute paid break in each half of a full-time shift.

9.06 Minimum Pay

The Employer shall pay an employee reporting to work as required by the Employer a minimum in any one day of:

- a. two (2) hours' pay; or
- b. where the employee commences work, a minimum of four (4) hours' pay unless his work is suspended because of weather or other reasons completely beyond the control of the Company.

9.07 Available Hours

- a. Preference in available hours of work shall be given to senior employees provided they are available and can perform the work.
- b. The Employer shall not reduce the weekly hours of work of an employee for the purpose of replacing such hours with another employee at a lower hourly rate of pay.

ARTICLE 10: OVERTIME

10.01 Overtime Pay

An employee shall receive overtime pay of one and one half (1 ½) times his regular hourly wage for all hours worked in excess of:

- a. eight (8) in a day; and
- b. forty (40) in a week.

10.02 Double Time

An employee shall receive overtime pay of two (2) times his regular hourly wage for all hours worked in excess of:

- a. twelve (12) in a day.

10.03 Distribution of Overtime

- a. Where planned overtime work is available (i.e. Saturday, Sunday and Statutory Holidays) it shall be offered to qualified employees in order of seniority. In the event that insufficient numbers of employees volunteer, the Employer will allocate overtime by reverse order of seniority provided the employee is qualified.
- b. Drivers/swampers are expected to complete their assigned daily work. Therefore, when unplanned overtime is required at the end of a shift, employees so performing the work shall be required to complete their work, including the Island Run.
- c. Employees who have provided a minimum of twenty-four (24) hours' advance notice to management of an inability to work overtime on any given day, will be exempted from (b) above. Only two (2) employees will be exempted on the same day.

10.04 Authorization Required

No employee is permitted to work overtime hours without authorization by the employee's manager or delegate in advance of the overtime worked.

ARTICLE 11: STATUTORY HOLIDAYS

11.01 Statutory Holidays

For the purpose of this Agreement, the following days are Statutory Holidays:

New Year's Day

Good Friday

Victoria Day

Canada Day

B.C. Day

Labour Day

Thanksgiving Day

Remembrance Day
Family Day

Christmas Day
Boxing Day

11.02 Eligibility

Eligible employees shall receive the day off with pay on a Statutory Holiday. To be eligible for Statutory Holiday pay, an employee must have:

- a. been employed by the Employer for at least 30 consecutive calendar days; and
- b. worked or earned wages for 15 of those 30 calendar days.

11.03 Part-Time or Casual Employees

Statutory Holiday pay for eligible part-time or temporary employees shall be based upon the employee's regular hourly wage rate, multiplied by his average daily hours during the last thirty (30) day period prior to the Statutory Holiday.

11.04 Statutory Holiday During Vacation

If a Statutory Holiday occurs during an employee's annual vacation, an additional day's vacation with pay shall be allowed for each such Statutory Holiday.

11.05 Work on a Statutory Holiday

Work performed on a Statutory Holiday shall be paid at one and one half (1 ½) times his regular hourly wage for all hours worked, in addition to regular pay or a paid day off in lieu for that day. All worked performed over twelve (12) hours in that day shall be paid at two (2) times his regular hourly wage.

ARTICLE 12: ANNUAL VACATION

12.01 Vacation Entitlement

- a. Employees begin earning vacation upon the commencement of their employment.
- b. Vacation earned during one year is taken during the following calendar year.

In the first year of employment, employees will earn vacation pay for the balance of that calendar year, to be taken in the following calendar year.

Employees who have completed twelve (12) consecutive months of employment will be entitled to two (2) weeks' paid vacation in the following calendar year(s).

Employees who have completed five (5) consecutive years of employment shall be entitled to take three (3) weeks' paid vacation in the following calendar year(s).

- c. The Employer must ensure an employee takes an annual vacation within twelve (12) months after completing the year of employment entitling the employee to the vacation.
- d. The Employer must allow an employee who is entitled to an annual vacation to take it in periods of one or more weeks.
- e. An annual vacation is exclusive of statutory holidays that an employee is entitled to.

12.02 Vacation Pay

The Employer shall pay annual vacation pay to each employee calculated on the employee's total wages for the year in which the employee earned the vacation, at the rate of 2% for each week of annual vacation to which the employee is entitled.

The Employer will pay full-time employees their vacation pay on their regular pay day during their vacation period.

Vacation pay for part-time and casual employees shall be calculated and paid on each pay cheque.

12.03 Scheduling

- a. Vacations shall be scheduled and taken within a calendar year. Vacations shall be scheduled by classification, and the senior employees within each classification shall be given preference in the selection of vacation periods, subject to the needs of the Employer.
- b. The Employer will post vacation schedules during the first two weeks of October in each year, for vacation in the next calendar year. Employees shall select their vacation periods for that calendar year by October 31st, and the Employer shall confirm the vacation scheduling by November 15th in each year.
- c. Should an employee not select his vacation by October 31st, their vacation request will be dealt with on a "first-come first-served" basis and he will not be able to use his seniority to bump another employee from his pre-selected vacation period.
- d. In the event that an employee has not scheduled vacation by June 1st, the Employer will schedule such vacation at their discretion, after discussion with the employee, to ensure vacation is taken in the calendar year.

- e. Once the approved vacation schedule has been posted, all changes require Employer approval. Employees requesting vacation of any duration, or a change to an existing scheduled vacation, will be required to submit their request in writing two (2) weeks in advance of the time-off requested.

12.04 No Carry Over

Vacations must be taken during the calendar vacation year. Vacation entitlement cannot be banked or carried over from year to year.

ARTICLE 13: CLASSIFICATIONS AND RATES OF PAY

13.01 Wage Rates

Each employee shall be paid not less than the hourly rate established by Appendix "A" for his job classification.

13.02 Working in a Higher Classification

Where the Employer requires an employee to work temporarily in a higher classification, the employee shall be paid the higher rate for the period so employed.

13.03 New Classifications

If the Employer creates a new or different classification, it shall establish a wage rate for that classification. The Employer and the Union will then negotiate regarding the applicable wage rate for the classification. If the Parties cannot reach agreement on a wage rate, the issue will be referred to a single arbitrator to resolve the matter.

13.04 Pay Days and Pay Slips

Employees shall be paid by direct deposit twice monthly, on the 15th (or Friday before) and the last working day of the month.

On that date, the Employer will mail either by Canada Post or electronically or hand deliver to each active employee an itemized statement of earnings, rate of pay and deductions for the pay period covered.

13.05 Lead Hand

Lead Hands will be appointed by the Employer where it is determined to be required. There shall not be more than four (4) Lead Hands appointed. One of the criteria to be considered when selecting Lead hands will be seniority. Lead Hands shall be paid a premium of one dollar (\$1.00) per hour in addition to their regular hourly rate of pay, for each hour worked, as outlined in Appendix A. Such premiums will not be included in the calculation of benefits or overtime.

13.06 Forklift Trainer

A Forklift Trainer shall be provided with a premium of one dollar (\$1.00) per hour for each hour spent training as assigned by management.

ARTICLE 14: LEAVES OF ABSENCE

14.01 Union Business

- a. A leave of absence of up to two (2) weeks per year without pay will be granted, upon written request by the Union, to two (2) regular employees per year for the purpose of attending to Union business, provided that the Employer's work requirements allow for such leave. The Union will request such leave by giving the Employer at least one month's notice in writing. The Employer will continue to pay employees on such leave on the payroll, and the Employer shall invoice the Union and be reimbursed for all wages and benefits during such leave.
- b. Employees on leave under paragraph (a) above shall continue to accumulate seniority for the period and upon return to work shall be reinstated into the work performed prior to their leave, or to an equal job if the said work has become redundant.
- c. Where an employee is selected to work as a Union Representative, he shall be granted a leave of absence for a period of one (1) year without pay, provided that not more than one (1) employee shall be absent for said leave at any one time. The Union will request such leave by giving the Company at least one month's notice in writing.

14.02 Bereavement Leave

Bereavement leave, for all non-probationary employees, shall be granted to employees in accordance with the *Employment Standards Act*. An employee is entitled to up to three (3) days of unpaid leave on the death of a member of the employee's immediate family. Employees may be granted additional leave without pay, upon request.

14.03 Compassionate Care Leave and Family Responsibility Leave

Compassionate care and family responsibility leave shall be granted to employees in accordance with the *Employment Standards Act*, as follows.

Compassionate Care

- (1) In this section, "family member" means:
 - (a) a member of an employee's immediate family, and
 - (b) any other individual who is a member of a prescribed class.

- (2) An employee who requests leave under this section is entitled to up to 8 weeks of unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after:
 - (a) the date the certificate is issued, or
 - (b) if the leave began before the date the certificate is issued, the date the leave began.
- (3) The employee must give the employer a copy of the certificate as soon as practicable.
- (4) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.
- (5) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
 - (a) the family member dies;
 - (b) the expiration of 26 weeks or other prescribed period from the date the leave began.
- (6) A leave taken under this section must be taken in units of one or more weeks.
- (7) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) apply to the further leave.

Family Responsibility Leave

An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of any other member of the employee's immediate family.

14.04 Pregnancy and Parental Leave

Pregnancy and Parental leave shall be granted to employees in accordance with the *Employment Standards Act*, as follows.

Pregnancy leave

- (1) A pregnant employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave:
 - (a) beginning:
 - (i) no earlier than 11 weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and
 - (b) ending:
 - (i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and
 - (ii) no later than 17 weeks after the actual birth date.
- (2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (3) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
- (4) A request for leave must:
 - (a) be given in writing to the employer,
 - (b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
 - (c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) A request for a shorter period under subsection (1) (b) (i) must:
 - (a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and

- (b) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

Parental Leave

- (1) An employee who requests parental leave under this section is entitled to:
 - (a) for a parent who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under section 50 unless the employer and employee agree otherwise,
 - (b) for a parent, other than an adopting parent, who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
 - (c) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must:
 - (a) be given in writing to the employer,
 - (b) if the request is for leave under subsection (1) (a), (b) or (c), be given to the employer at least 4 weeks before the employee proposes to begin leave, and
 - (c) If required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under section 50 and this section is limited to 52 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

14.05 Jury Duty

Employees required to attend court as a juror shall be granted leave in accordance with the *Employment Standards Act*.

Employment is deemed continuous while an employee is on leave or jury duty for the purposes of calculating annual vacation entitlement, continuation of benefits including any increases to wages or benefits, the employee would have been entitled to had the attendance as a juror not been required.

14.06 Special Leave

An employee with two (2) or more years' seniority may be granted up to two (2) months' leave without pay for personal reasons, upon written application presented to the Employer at least one (1) month in advance. Permission for such leave shall be solely at the Employer's discretion, but shall not be unreasonably withheld.

ARTICLE 15: LAYOFF/RECALL

15.01 Layoff Procedure

- a. Employees shall be laid off in reverse order of seniority within the affected classification as defined in Appendix A.
- b. If, an employee so laid-off from his position has the necessary present ability to perform the work of the least senior employee, he may do so. In such cases, the employee shall receive the wage rate for the classification into which he moved.

15.02 Recall

Employees shall remain on the recall list as follows:

- a. an employee with less than 12 months' seniority, shall be on the recall list for three (3) months;
- b. an employee with 12 months' seniority or greater, shall be on the recall list for a period of six (6) months.
- c. For the purposes of recall from layoff, the sequence in 15.01 shall be reversed. That being, the last laid-off shall be the first recalled, provided always that they can perform the work available.
- d. The Employer will make a reasonable effort to contact the employee. The method of contact by telephone, followed by a registered or couriered letter to the employee at their last known address, will constitute a reasonable effort on

the part of the Employer. If the employee fails to report for duty within three (3) working days of receipt of such notice, or advise the Employer that they will return within five (5) working days, the Employer shall be entitled to remove the employee from the recall list and considered him to have left the Employer's service voluntarily.

15.03 Employee's Responsibility

It is the responsibility of all laid off employees to keep the Employer advised at all times of where and how they can be contacted for recall purposes.

15.04 Rate Upon Recall

Employees recalled to work shall receive the current rate for the classification into which they are recalled.

ARTICLE 16: VACANCIES AND PROMOTIONS

16.01 Vacancies

Vacancies, of greater than three (3) months, in existing or new classifications for regular employment shall be posted in a conspicuous location for five (5) consecutive working days. The posting will outline the classification, the wage rate and a brief description of the position. All applications for the posted positions must be filed in writing with the Employer by the end of the fifth (5th) working day after the initial posting, on forms supplied by the Company. If in the Company's view there are no suitable applications received by the end of the fifth (5th) working day after the initial posting, the Employer may fill the vacancy from an external source.

16.02 Criteria

Promotions or posted vacancies shall be awarded to the person whom the Employer considers to be the best qualified applicant. In evaluating qualifications, the Employer shall consider such things as the applicant's abilities, skill, past performance, and overall ability to efficiently satisfy the requirements of the job. If, in the Employer's opinion, the qualifications of two (2) or more applicants are equal, then the employee with the greatest seniority shall be awarded the job.

16.03 Trial Period

Employees filling vacancies or obtaining promotions through the procedure outlined above shall serve a trial period of three (3) months in the new position. If, during this trial period, the employee is considered by the Employer to be unsuitable for the new position, or if the employee feels that he cannot do the job, the employee shall be returned to his former position or one of equal rank.

ARTICLE 17: GRIEVANCE PROCEDURE

17.01 Definition

“Grievance” means any difference or dispute concerning the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.

17.02 Purpose of Grievance Procedure

The parties agree that the purpose of the grievance procedure is to identify and seek to resolve grievances as quickly as possible and that there shall be no work stoppages during the term of the Collective Agreement.

17.03 Grievance Procedure

The parties further agree that they will seek, through consultation, to avoid situations that may result in grievances and to resolve as many as possible at Step 1 of the following grievance procedure:

Step 1

Within ten (10) working days of the alleged violation, the employee shall, with the aid of a Shop Steward, attempt to resolve the grievance informally through discussions with his immediate excluded manager. The manager shall respond orally within (3) days of the meeting with the employee and their shop steward.

Step 2

If the matter is not resolved at Step 1, the Union shall present the grievance in writing to the Warehouse Manager or delegate, clearly setting forth full particulars of the alleged violation, including the Article(s) involved and the remedy sought. The written grievance must be presented without undue delay following the response at Step 1.

The Warehouse Manager, or designate, will meet with the Union as soon as possible following receipt of the written grievance, in attempt to resolve the grievance. The Warehouse Manager, or designate, shall provide the Union with a written reply as soon as possible after the Step 2 meeting.

Step 3

If the matter is not resolved at Step 2, the Union shall present the written grievance to the General Manager or delegate, without undue delay following receipt of the Step 2 response. The General Manager and their designate shall meet with the Union Representatives or their designate and seek to resolve the grievance.

The Employer shall issue a written reply within ten (10) working days following the Step 3 meeting.

17.04 Referral to Arbitration

If the grievance remains unresolved after the conclusion of Step 3, it may be referred to arbitration. Either party shall notify the other party in writing of its desire to submit the grievance to arbitration within twenty (20) working days of the Employer's response to the Step 3 meeting.

17.05 Policy Grievance

The Union or the Employer shall have the right to initiate a policy grievance, or a grievance involving suspension or termination at Step 3.

17.06 Time Limits

The time allowance may be extended by mutual agreement between the parties.

17.07 Settlements

All settlements arrived at during the grievance procedure shall be final and binding upon the Employer, the Union and the employee(s) concerned.

17.08 Troubleshooter

The Parties agree to using a Troubleshooter Process as follows:

- a. Either Party may refer a grievance to this process, by providing the other Party with three (3) weeks' notice of a grievance being referred.
- b. Both Parties must agree to use of the Troubleshooter process for the grievance outlined in (a) above.
- c. Irene Holden, Brian Foley or Mark Brown (or any other individual agreed by the Parties) shall be scheduled as required to hear the grievance on an expedited basis.
- d. The Parties agree to share all relevant information regarding the grievance in advance of the troubleshooting hearing.
- e. The Parties will make every effort to develop a Statement of Agreed Facts.
- f. Decisions of the Troubleshooter will be in writing and binding on the Parties with respect to the grievance before the Troubleshooter. However, the decision will not be precedent setting and shall be without prejudice and shall not be publicized.

- g. Legal counsel shall not be used by either Party when using this Troubleshooter process.
- h. The Parties shall bear equally the fees and expenses of the Troubleshooter.

17.09 Expedited Arbitration

At any time prior to arbitration the parties may agree to refer the dispute to Section 104 (Expedited Arbitration). If referred the parties agree that the decision will be final and binding.

The operation of Section 50(2)(3) of the *Labour Relations Code* of British Columbia is hereby excluded.

ARTICLE 18: ARBITRATION

18.01 Arbitrator

The Board of Arbitration shall be composed of a single Arbitrator. (The parties may, by mutual consent, agree upon a three (3) person Board of Arbitration.)

18.02 Submission

Grievances submitted to the Arbitrator shall be in writing and shall clearly specify the nature of the issue.

18.03 Jurisdiction of Arbitrator

In reaching its decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions.

18.04 Binding Decision

The findings and decision of the Arbitrator shall be binding and enforceable upon the parties.

18.05 Cost of Arbitrator

The Union and the Employer shall bear equally the fees and expenses of the Arbitrator.

ARTICLE 19: NO STRIKES/NO LOCKOUTS

19.01 Lawful Union Activity

No employee shall be discharged or discriminated against for any lawful union activity or for serving on a Union committee outside of business hours or for reporting to the Union the violation of any provision of this Agreement.

19.02 Prohibition

There shall be no strikes or lockouts during the term of this Agreement.

ARTICLE 20: HEALTH AND SAFETY

20.01 Health and Safety

- a. The Employer shall make reasonable provisions for the health and safety of employees during their hours of employment.
- b. The Employer agrees to comply with the requirements of *Worksafe BC Occupational Health and Safety Regulations, First Aid Regulations and Occupational Environment Regulations*. In accordance with Part 3, Sections 3.12 and 3.13 of *Worksafe BC Regulations*, employees have the responsibility to advise management when they believe the work may be unsafe.

20.02 Joint Health and Safety Committee

A Workplace Joint health and Safety Committee shall be chosen and act in accordance with the *Workers' Compensation Act*. The worker representatives on the Committee shall be elected or chosen by the Union. Worker representation on the Committee shall be equal to or greater than Employer representation.

20.03 First Aid Premium

Employees designated by the Employer who successfully complete an Industrial First Aid course shall be given a premium of twenty dollars (\$20.00) per week. The Employer shall pay for the cost of enrollment and compensate the employee to a maximum of eight (8) hours per day at their regular hourly rate while attending the course.

20.04 Safety Inspections

The Employer agrees that when a WCB inspector arrives at the warehouse for the purposes of an inspection visit or attending to the investigation of an accident, a Union Safety Committee member shall be informed and given the opportunity to meet with the Inspector, for the duration of the warehouse tour.

20.05 Safety Footwear

The Employer agrees to provide a footwear allowance of one-hundred dollars (\$100) each twelve (12) month period to employees who have completed their probationary period. The employee shall receive reimbursement up to this amount upon presentation of a receipt.

20.06 First-Aid Kits for Trucks

All trucks shall be supplied with first-aid supplies and trucks shall comply with all *Worksafe BC Regulations* Part 16 (Mobile Equipment). It is the driver's responsibility to ensure the first-aid kit is properly stocked and inform management of any requirements.

ARTICLE 21: GENERAL

21.01 No Discrimination

The Union and the Employer agree that they shall not discriminate against employees in the administration of this Agreement on any of the grounds prohibited by the *Human Rights Code*, which include: *race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.*

21.02 No Conflicting Agreements

No employee shall be asked to make any written or verbal contract which conflicts with this Agreement.

21.03 Employee's Personnel File

Subject to giving the Company advance notice, employees shall have access to their personnel file in accordance with the *Personal Information Protection Act of BC*. The employee may be accompanied to view this file by their Union Steward or Union Representative. The time spent viewing the file will be the employee's own time.

21.04 Accommodation for Religious Reasons

- a. Employees may request time off to observe religious holidays. The Employer will make every effort to provide such time off. Such requests should be at least one week in advance and only two (2) employees may be absent on the same day.
- b. Such time off shall be without pay, however, an employee may choose to use any vacation time owing.

21.05 Medical Reports

Where an employee has displayed a regular pattern of absenteeism, he shall supply the Employer, upon request, with a medical report from his doctor.

21.06 Staff Meetings

When the Employer schedules a staff meeting, such meetings will be considered as time worked and paid for at the employee's applicable straight time rate.

21.07 Union Decal

The Employer agrees that during the term of this Agreement it will permit the Union to supply and hang its Union decal. Such decal shall be displayed in a prominent position on the bulletin board.

21.08 Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross legal picket lines. However, in the event that employees are confronted by picket lines which block their entry to the Employer and does not involve a dispute with the Employer, the employees shall telephone the Employer and the Union immediately for instructions.

21.09 Performance Appraisals

- a. Staff performance reviews are not part of the disciplinary process. Where a formal review of an employee's performance is carried out, the employee shall be provided with a copy to read and review. At the end of the performance review meeting, the employee shall sign the form indicating that the performance review meeting took place with the manager. The employee shall receive a copy of the report at the time of signing.
- b. The employee has the right, within seven (7) calendar days, to provide any written response or comments to the performance review. This response must be signed and dated by the employee and shall be appended to the review and maintained on the employee's personnel file.
- c. Performance reviews will be conducted up to two (2) times in a calendar year. All performance review meetings will be conducted during work time.

ARTICLE 22: HEALTH AND WELFARE BENEFITS

22.01 Group Benefit Plan

The Employer shall make arrangements with an insurance carrier to provide a group benefit plan for all employees covered by this Agreement. The selection of the insurance carrier is in the sole discretion of the Employer.

22.02 Group Benefit Plan Booklet

The provisions of the group benefit plan are described in the Group Benefit Plan Booklet issued by the insurance carrier from time to time. The Employer shall provide an up-to-date copy of the Booklet to each employee covered by this Agreement.

22.03 Limitation of Liability

The obligation of the Employer under the health and welfare provisions of this Agreement is restricted to the payment of premiums, or portions of premiums, as applicable, to the insurance carrier. Neither the benefits outlined in the Booklet, nor the insurance policies governing the application of the benefits, form part of this Agreement. All benefits are subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy. The Employer has no responsibility for the administration of any insurance policy.

22.04 Eligibility

Employees become eligible for enrolment in the coverage outlined in this Article upon successful completion of Probation, subject to any eligibility restrictions contained in the applicable plans. Participation in the Group Benefit Plan is optional.

22.05 Premium Payments

The Employer and the employee shall each pay fifty percent (50%) of the premium cost.

22.06 Benefit Coverage

The benefits provided will be as outlined in the Group Benefits Plan Booklet, as detailed in Appendix C.

22.07 Sick Pay

- a. Employees who are sick or injured and unable to attend work for a reason which compensation is not payable under WorkSafe BC, will receive up to three (3) day's pay per calendar year. The three (3) sick days will accrue effective January 1st of each year. Fifty percent (50%) of any unused sick time will be paid out at the end of each calendar year, on the first payday the following January.
- b. **Reporting**
An employee shall be required to report in, by telephone or text, to the manager, as far in advance of the start of their shift as possible. Failure to report such absence may jeopardize the employee's right to sick pay.

ARTICLE 23 DURATION

23.01 Term

The term of this Agreement shall be from December 16, 2013 to and including April 30, 2018.

23.02 Notice to Bargain

Either party to this Agreement may at any time within four (4) months immediately preceding the expiry of this Agreement, by written notice require the other party to commence collective

bargaining. Should either party give notice to bargain, this Agreement shall thereafter continue in full force and effect and neither party shall make any changes in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom the collective bargaining is being conducted, or alter any other term or condition of employment until:

- a. The Union commences a lawful strike in compliance with the *Labour Relations Code* of British Columbia, or
- b. The Company commences a lawful lock-out in compliance with the *Labour Relations Code* of British Columbia.

23.03 Exclusion

The parties agree to exclude the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code.

SIGNED THIS ____ DAY OF _____, _____.

FOR THE UNION
UFCW Local 1518

FOR THE EMPLOYER
Source Office Furniture & Systems Ltd.

Ivan Limpricht, President

Wm. (Kim) Balmer, Executive Assistant to
the President/Director

APPENDIX A: CLASSIFICATION AND WAGE RATES

Classification and Wage Rates

CLASSIFICATION	PROBATION RATE	JOB RATE
Serviceman	85% of the Job rate	\$17.35
Driver	85% of the Job rate	\$16.35
Machine Operator	85% of the Job rate	\$16.00
Assembler	85% of the Job rate	\$15.35
Warehouseman/Swamper	85% of the Job rate	\$15.20

- a. No employee shall receive a decrease in wages as a result of the classifications and wage rates above.
- b. At Ratification:
 - i. Employees who are paid at or above the rate for their classification noted above, shall receive a lump sum payment of \$850.00.
 - ii. Drivers who are paid \$16.00 at the date of ratification and Assemblers who are paid at \$15.00 at the date of ratification, shall move to Job Rate and receive a lump sum payment of \$400.00.
 - iii. Warehousemen and Swampers shall move to Job Rate at ratification and receive a lump sum payment of \$500.00.
 - iv. The above lump sums will be paid before December 25, 2013.
- c. Wage Increases as follows:

Position	Rate at Ratif.	May 1, 2014	May 1, 2015	November 1, 2015	May 1, 2016	November 1, 2016	May 1, 2017	November 1, 2017
		\$0.40	\$0.25	\$0.25	\$0.25	\$0.25	\$0.30	\$0.30
Serviceman	\$17.35	\$17.75	\$18.00	\$18.25	\$18.50	\$18.75	\$19.05	\$19.35
Driver	\$16.35	\$16.75	\$17.00	\$17.25	\$17.50	\$17.75	\$18.05	\$18.35
Machine Operator	\$16.00	\$16.40	\$16.65	\$16.90	\$17.15	\$17.40	\$17.70	\$18.00
Assembler	\$15.35	\$15.75	\$16.00	\$16.25	\$16.50	\$16.75	\$17.05	\$17.35
Warehouseman Swamper	\$15.20	\$15.60	\$15.85	\$16.10	\$16.35	\$16.60	\$16.90	\$17.20

- d. All employees in the bargaining unit will receive the cents per hour increases noted above, including those whose current hourly wage rate exceeds the rates of pay above.
- e. Collective Agreement expiry: April 30, 2018.

APPENDIX B: SOURCE OFFICE FURNITURE HARASSMENT POLICY

Revised March 1, 2009

Source Office Furnishings is committed to providing a workplace free from harassment based on race, creed, color, national origin, political or religious affiliation, gender, sexual orientation, marital status, family relationship, disability and other personal characteristics or circumstances that are clearly unrelated to a person's ability to do their job.

Definition of "Workplace Harassment"

The workplace includes all locations where business or social activities of the group are conducted. Workplace harassment can also include incidents that happen away from work (e.g. unwelcome phone calls or visits to a person's home if the harasser is in some way connected to the group). Source is committed to protecting its employees from harassment by customers, other employees and members of the public at large.

Harassment is considered a form of discrimination. Harassment will be considered to have taken place if a reasonable person ought to have known that such a behavior was unwelcome. Harassment may result from one incident or a series of incidents. It may be directed at a specific individual or groups but may also include any comments or conduct that create an environment that is hostile, intimidating or offensive. Harassment can include, but is not limited to, the following examples:

- Racial or ethnic slurs
- Written or verbal abuse or threats
- Unwelcome sexual remarks, invitations or requests
- Unwelcome remarks, jokes, taunts or suggestions about a person's body, age, marital status, ethnic or racial origin, religion, sexual orientation etc
- Displays of pornographic, sexist, racist or other offensive or derogatory material (e.g. graffiti or pictures)
- Practical jokes that result in embarrassment or insult
- Leering (suggestive staring) or other offensive gestures
- Unwanted physical contact
- Vandalism of personal property
- Patronizing or condescending behavior
- Physical or sexual assault

Right to complain

Anyone has a right to complain about a situation they believe to be harassment; there will be no reprisals for doing so. However, disciplinary action may be taken against complaints filed maliciously or repeated false complaints.

Who may complain?

Generally complaints should be filed by the victim of the alleged harassment or discrimination. However, complaints can also be made by a group of people who may have been subject to the same offensive treatment, by co-workers who witnessed the incidents or by a third party complaining on behalf of the victim.

Options available to employees

- If at all possible tell the harasser to stop.
- Keep a record- time, date, place etc. Name witnesses if there are any.
- Seek advice from co-workers.
- Bring the complaint to the attention of management.

APPENDIX C: SOURCE OFFICE FURNITURE GROUP BENEFITS PLAN

Enrollment Process

Employees who have successfully completed their probation will receive a notice of eligibility for Group benefits. Employees must select to join the Group Benefit Plan or not, in writing.

Employees who select to join the Group benefit Plan will meet with the Office Manager to complete their sign-up.

Employees will then be set-up on-line as a member of the Source Office Furniture Group Benefit Plan. Drug cards and other documentation will be sent directly to the employee's home address.

To Make a Claim

To make a claim, employees will use the drug card or submit a claim on-line or use a claim form and mail it to the insurance company. The Office Manager is available for assistance with this process.

Group Benefits

Per attachment

INTRODUCTION

Your employer has entered into an agreement with **The Empire Life Insurance Company (Empire Life)** to provide you with a plan of group insurance benefits.

This information booklet has been prepared in order to give you an informal summary of the benefits and provisions of your Plan. It does not constitute the group Policy, and is not a contract of insurance, nor does it confer or grant any contractual or other rights. All rights under this Plan will be governed solely by the provisions of the master Policy and by applicable law.

In the event of any discrepancy between this booklet and the group Policy, the terms and provisions of the group Policy apply.

The booklet contains important information concerning your group insurance coverage. As at the print date, this is the most current version of your group insurance benefits and replaces any previous booklet.

Should you have any questions, please contact your plan administrator or Empire Life at group.csu@empire.ca or toll free 1-800-267-0215.

FOR EMPLOYEES OF:

SOURCE OFFICE FURNITURE & SYSTEMS LTD.

POLICY NUMBER: G9279-002

Arranged by: Anthony Nicolette

Print date: November – 2012

SCHEDULE OF BENEFITS

Eligibility:	4 month(s) continuous employment
	BASIC LIFE
Benefit:	\$25,000
Maximum Benefit:	\$25,000
No Evidence Limit:	Under age 65, no evidence of insurability is required. Age 65 and over, evidence of insurability is required for amounts in excess of \$12,500.
Reduction:	Reduces by 50% at age 64.
Termination:	Age 70 or prior retirement.
Waiver of Premium:	To age 65 or prior retirement.
Own Occupation Period:	Not Applicable.
Elimination Period:	180 days for the purposes of the Waiver of Premium Benefit.

SCHEDULE OF BENEFITS

ACCIDENTAL DEATH & DISMEMBERMENT

Benefit:	\$25,000
Maximum Benefit:	\$25,000
No Evidence Limit:	Under age 65, no evidence of insurability is required. Age 65 and over, evidence of insurability is required for amounts in excess of \$12,500.
Reduction:	Reduces by 50% at age 64.
Termination:	Age 70 or prior retirement.

SCHEDULE OF BENEFITS

DEPENDANT LIFE

Benefit:

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

Termination:

Employee's termination under the policy or employee's age 70 whichever is earlier.

SCHEDULE OF BENEFITS

EXTENDED HEALTH BENEFITS

Benefit Period – 12 month period from January 1st to December 31st.

Survivor Benefit – 0 months.

Termination Age – Employee's age 70 or prior retirement.

***For detailed descriptions and limitations for these benefits
refer to the Extended Health Benefit section***

The Company will pay for eligible services or supplies (up to the maximum outlined below or the **Reasonable and Customary Charge**, whichever less), for a Person Insured, that are **Medically Necessary** for the treatment of a Sickness or Injury.

Key: **Ref** – Doctor's referral required **Coins** – Coinsurance amount
 Ded S/F – Single & Family deductibles **Max** – Maximums and other imitations

The insured(s) are covered for the following with an unlimited maximum, with any exceptions noted.

The overall combined deductible for EHB, per benefit period, is:
Single amount - #0 **Family amount** - \$0

Drugs

	Coins	Ded S/F	Max
Wallet Card – Prescription (including Anti-Obesity Drugs). The Employee will pay the full cost of the Dispensing Fee.	80%	\$0/\$0	

SCHEDULE OF BENEFITS

Major Medical

	Coins	Ded S/F	Max
Accidental dental	100%		
Ambulance	100%		
Diagnostic tests	100%		\$500 per benefit period
Hearing aid	100%		\$500 per 60 consecutive months
Private duty nursing	100%		\$5000 per benefit period
Routine eye exam, to age 18	100%		\$50 once per 12 consecutive months
Routine eye exam	100%		\$50 once per 12 consecutive months

Hospital Coverage

	Coins	Ded S/F	Max
Convalescent hospital	100%		\$20 per day, 120 days per claim

SCHEDULE OF BENEFITS

Medical Supplies and Appliances

- Medical Supplies and Appliances require a Doctor's referral.
- If there is no maximum outlined below, the Company will pay the Reasonable and Customary Charge for eligible supplies and appliances that are Medically Necessary for the treatment of a Sickness or Injury, for a Person Insured.

	Coins	Ded S/F	Max
Apnea machine (CPAP)	100%		\$2,000 per 60 consecutive months
Apnea machine supplies	100%		
Apnea mask	100%		once per benefit period
Artificial eye; initial prosthesis	100%		once per lifetime
Artificial eye; repair & replacement	100%		\$1,000 per benefit period
Artificial limb; initial prosthesis	100%		once per lifetime
Artificial limb; repair & replacement	100%		\$1,000 per benefit period
Blood pressure monitor	100%		\$100 lifetime
Brace	100%		once per benefit period
Crutches	100%		
Custom Orthotics	100%		\$200 per benefit period
Diabetic monitor	100%		\$1,000 lifetime
External breast prosthesis	100%		once per benefit period
Hospital bed	100%		
Insulin pump	100%		\$4,000 per 60 consecutive months
Insulin pump supplies	100%		
IPP Breathing machine	100%		
Orthopaedic shoes	100%		\$200 per benefit period
Ostomy supply	100%		
Support hose	100%		\$100 per benefit period
Surgical bras	100%		twice per benefit period
TENS	100%		\$1,500 lifetime
Viscosupplementation	100%		\$600 per benefit period
Wheelchair, electric	100%		\$3,000 lifetime
Wheelchair, manual	100%		\$1,000 lifetime
Wigs, post-chemotherapy	100%		\$500 lifetime

SCHEDULE OF BENEFITS

Paramedical Practitioners

Provincial and territorial legislation specifies for each province or territory which paramedical practitioners are, or are not, regulated. In cases where the paramedical practitioner is not regulated. Empire Life has set the required level of education, training an/or professional affiliations.

We strongly recommend that you visit the Plan Member Web site at www.empire.ca prior to your visit to ensure that the paramedical practitioner possesses credentials acceptable to Empire Life.

- **All** paramedical practitioners are **combined for each person insured** to a maximum of \$750 in one benefit period.

	Ref	Coins	Ded S/F	Max
Acupuncturist		100%		subject to any combined maximum or limitation shown above
Chiropodist		100%		subject to any combined maximum or limitation shown above
Chiropractor		100%		subject to any combined maximum or limitation shown above
Clinical Psychologist		100%		subject to any combined maximum or limitation shown above
Massage therapist	Yes	100%		subject to any combined maximum or limitation shown above
Naturopath		100%		subject to any combined maximum or limitation shown above
Occupational therapist		100%		subject to any combined maximum or limitation shown above
Osteopath		100%		subject to any combined maximum or limitation shown above
Physiotherapist 100%				subject to any combined maximum or limitation shown above
Podiatrist		100%		subject to any combined maximum or limitation shown above
Social Worker (MSW required)		100%		subject to any combined maximum or limitation shown above
Speech therapist		100%		subject to any combined maximum or limitation shown above

SCHEDULE OF BENEFITS

Out of Province Coverage

Out of Province Emergency - \$5,000,000 lifetime maximum (combined)

- One period is 60 continuous days from the date of departure.
- Trip delay, Return of Dependant Children and Visit of Family Member has a combined maximum of \$5000

	Coins	Ded S/F	Max
Emergency Changes for Other Eligible Medical Expenses	100%	\$0/\$0	
Emergency Hospital In-Patient Room Charges	100%	\$0/\$0	
Emergency Hospital Out-Patient Charges	100%	\$0/\$0	
Emergency Physicians Charges	100%	\$0/\$0	
Medical transport	100%	\$0/\$0	\$50,000 per emergency
Out of country	100%	\$0/\$0	
Repatriation of remains	100%	\$0/\$0	\$5,000 per emergency
Return of dependant children	100%	\$0/\$0	\$5,000 per emergency (combined)
Trip delay	100%	\$0/\$0	\$5,000 per emergency (combined)
Vehicle return	100%	\$0/\$0	\$1,000 per emergency
Visit of Family Member	100%	\$0/\$0	\$5,000 per emergency (combined),
Travel/meals/accommodation			\$150 per day

Out of Province Referral - \$15,000 lifetime maximum (combined)

	Coins	Ded S/F	Max
Out of province; referral; hospital	100%		\$150 per day
Out of province; referral; other	100%		
Out of province; referral; physician	100%		

SCHEDULE OF BENEFITS

Dental

Deductible Amount:	Single \$0 Family \$0
Coinsurance:	Basic Restorative, 80% Periodontics/Endodontics Major Restorative 50%
Benefit Period Maximum:	Basic Restorative, Periodontics/Endodontics Major Restorative \$1,500
Dental fee Guide:	Current Dental association Fee Guide for General Practitioners by Province of Residence – all provinces except Alberta. 1997 Alberta Dental Association fee Guide for General Practitioners plus current inflationary adjustment as determined by the Company – province of Alberta
Benefit Period:	12 month period from January 1 st to December 31 st .
Dental Recall Frequency:	5 months (Please refer to LEGEND #2 and #17 under Basic Restorative)
Termination:	Employee's age 70 or prior retirement.

GENERAL PROVISIONS

ELIGIBILITY

You are eligible for coverage under this Plan if you:

- have satisfied the Eligibility Period;
- have not reached the Termination Age of each respective benefit as specified in the Schedule of Benefits; and
- are Actively at Work.

EVIDENCE OF INSURABILITY

If your written request for coverage is received within 31 days of being eligible, Evidence of Insurability will only be required for any amounts in excess of the respective No Evidence Limits, as specified on the Schedule of Benefits.

After you have become insured under the Plan, if the No Evidence Limit is increased, your coverage will be held at the No Evidence Limit in effect prior to the increase if:

- you did not provide Evidence of Insurability, or
- you provided Evidence of Insurability, however, the evidence provided resulted in coverage being declined.

Should your written request for coverage be received after 31 days of becoming eligible for coverage and the Policy is mandatory, premiums are payable from the date you became eligible. If however, the Policy is non-mandatory, you will be required to submit evidence of Insurability for all insurance. Coverage will not become effective until evidence has been reviewed and approved. For further information, please see your Plan Administrator or your Personnel Department.

COORDINATION OF BENEFITS

If your Plan includes Extended Health, Dental, Medical Expense (Vital Assist Health Benefit Provision) or Health Care Spending Account Benefits and if either you or your dependants are entitled to benefits under this Plan and any other plan for the same expense, the amount payable will be coordinated and/or reduced under this Plan to ensure the total amount payable under all plans does not exceed the amount of the expense incurred. For further information, please see your Plan Administrator or your Personnel Department.

LIMITATION OF ACTIONS

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract (this Policy) is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

TERMINATION OF COVERAGE

Your benefits will terminate whenever one of the following first occurs:

- termination of employment; or
- premiums are not submitted on your behalf; or
- the Policy is terminated; or

you no longer satisfy one or more of the eligibility requirements above.

PAYMENT OF CLAIMS

Claim Filing

If you wish to claim for any benefit, please see your employer who will provide you with the correct forms and explain how you should file a claim. You should save all bills and original receipts for medical expenses as they will be required for proof of claim.

Whenever possible, you should promptly submit the completed claim form and any actual bills or receipts (**not photocopies**). EMPIRE LIFE should be notified within 31 days of any event which will give rise to a claim, or within 45 days whenever you are absent from work due to a disability.

Claim Submission Period

You have 90 days to submit the required proof of any death and disability claims. For dental and extended health claims, claim forms must be submitted with 365 days from the date the claim was incurred or within 90 days of Policy termination, whichever comes first. For Vital Assist Health Benefit claims, initial claim forms must be submitted within 9 months from your Date of Claim Eligibility and Medical Expense Benefit claims must be submitted within the Medical Expense Benefit Period or within 90 days after Benefit termination.

If your Plan includes a Health Care Spending Account (HCSA), claim forms must be submitted during the current Benefit Period (or Balance or Expense carry Forward Period, if applicable, and subject to any HCSA Grace Period) or within 90 days after your termination or retirement under the Policy. If the Benefit terminates, no HCSA claims will be processed or paid after the termination date (unless claims are received at Empire Life prior to the date of termination).

For extended health claims incurred outside of your province of residence, you should first submit a claim to your provincial health plan, then submit a copy of the provincial health plan payment along with your claim form to EMPIRE LIFE.

However, should your Plan include Travel Emergency Assistance coverage and you have an emergency while travelling, 24 hour assistance is available by calling one of the phone numbers that appear on the back of your Wallet Card and identifying yourself by the information on the front of the card. An operator at Allianz Global Assistance will assist you.

Payment

Claims will be paid after the proof of claim is received. Any death benefit due will be paid to the named beneficiary, if living. Otherwise it will generally be paid to the estate. All other benefits will be paid as directed by you on the claim form. **Please note:** Under some circumstance, Extended Health Benefits and Medical Expense Benefits (Vital Assist Health benefit) may not be payable until the Government Health Insurance Plan concerned has paid its' yearly maximum. Check with your Plan Administrator or your Personnel Department if you require further details.

ACCESS TO PERSONAL INFORMATION

At EMPIRE LIFE we create enrollment, medical and claims files in order to determine the amount of coverage you and/or your dependants (if applicable) are eligible for and to process any claims you or your dependants may incur. The information contained in these file, which is used by various departments, may allow you and/or your dependants to be identified. However, any file containing your medical status is accessible only to authorized individuals within our Medical Underwriting and Claims Departments.

Subject to the exceptions established by applicable law, you may request access to your files either in person, by showing proper identification at our Head Office, or by contacting our Head Office in writing with your request. You have the right to rectify any information which is incorrect (dependent on the circumstance, proof may be required) in your file and also to have any information reproduced and transmitted to you for a reasonable charge. If you prefer, you may contact your group Office with your request and they will communicate your request to our Head Office Kingston, Ontario. Telephone numbers and mailing addresses of both Head Office and your Group Office can be obtained from your Administrator.

You may request a copy of your group insurance enrollment form or application and any record or written statement not otherwise part of the application that you provided to Empire Life as evidence of insurability. On reasonable notice you may also request a copy of the group insurance Policy. First copies will be provided at no cost to you but a fee may be charged for subsequent copies.

LIFE INSURANCE BENEFIT

AMOUNT OF INSURANCE

The amount of your basic Life insurance coverage is described on the Schedule of Benefits page. You may be required to submit Evidence of Insurability. If you are, you will only be insured for the No Evidence Limit until the evidence is approved.

DEATH BENEFIT

The amount of life insurance for which you are covered will be payable upon your death to you last named beneficiary.

APPOINTMENT OF BENEFICIARY

Your beneficiary will be as designated in your individual application for group insurance, or, if your designation is carried over from your previous carrier's coverage we recommend you review the existing designation to ensure it reflects your current intention. The most recent designation will apply.

You may name anyone you please as your beneficiary, and you may change your beneficiary at any time, subject to the laws of your province by filing written notice with EMPIRE LIFE. If you do not appoint a beneficiary or if your beneficiary predeceases you, the death benefit will be payable to your estate.

WAIVER OF PREMIUM

If you become Totally Disabled, as defined below, you may qualify to have your life insurance continue until you reach age 65 without payment of any premiums. To be eligible, you must be disabled before your 65th birthday or your retirement, whichever occurs first, and you must have been unable to work throughout the Elimination Period as shown in the Schedule of Benefits before the premium will be waived.

“Total Disability/Totally Disabled” means during the Elimination Period and the Own Occupation Period, if any, as shown on the Schedule of Benefits page, such a continuous state of incapacity resulting from injury or sickness that you will be completely prevented from performing the essential duties pertaining to your own occupation. Other than during the Own Occupation Period, if any, it means such a continuous state of incapacity resulting from injury or sickness that you will be completely prevented from engaging in any gainful occupation or from performing any work for remuneration or profit for which you are reasonably fitted by education, training or experience.

LIVING BENEFIT

If you are under age 62 and suffer a terminal illness from which death is expected within 24 months and you have been approved for the Waiver of Premium Benefit above, you may qualify for a Living Benefit. A Living Benefit is an advance payment of a portion of the amount of your basic Life coverage described on the Schedule of Benefits page.

The Living Benefit consists of 50% of the amount of your Basic Life coverage to a maximum of \$50,000.

Upon your death, the Death Benefit will equal the sum insured on your date of death less the Living Benefit paid and the interest accrued on the Living Benefit.

CONVERSION PRIVILEGE

Should you leave your employer's service while the Group Policy is in force or turn 65 years old, you may arrange to convert that portion of your Life insurance, without medical examination, to an individual policy of any one of the standard level premium Life, Term to Age 65 or One Year Term plans then being issued by EMPIRE LIFE, provided application for the converted policy is made within 31 days of termination of employment. The amount will be limited to the lesser of:

- A) the amount of your Life Insurance to a maximum of \$200,000 (or the amount required by provincial legislation, if applicable); and
- b) the difference between your amount of Life Insurance in effect upon termination and the amount of life insurance for which you are or become eligible for within the 31 day conversion period.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Definitions

Where used in this Provision,

“Accident” will mean a single, sudden, violent, unintended, unexpected, external event that causes a Loss, independent of any other cause.

“Amount of Insurance” will be the amount of Accidental Death and Dismemberment Benefit as shown on the Schedule of Benefits.

“Loss” will mean:

- with respect to hands or feet, complete severance at or above the wrist or ankle joint;
- with respect to eyes, entire and irrecoverable loss of the sight thereof beyond remedy by surgical or other means;
- with respect to arms and legs, complete severance at or above the elbow or knee joints;
- with respect to a thumb and index finger, complete severance at or above the metacarpophalangeal joint;
- with respect to speech, entire and irrecoverable loss of ability to speak intelligibly; and
- with respect to hearing, entire and irrecoverable loss of hearing.

“Loss of use” will mean with respect to arms, hands, legs and feet, total loss of the ability to perform each and every action and service the arm, hand leg or foot was able to perform before the Accident occurred. Loss of use must be entire and irrecoverable.

The amount of insurance payable as a result of loss of speech or hearing will be payable only after such loss has been continuous for 12 months and is determined to be permanent and beyond remedy by surgical or other means.

“Motorized Vehicle” will mean a vehicle that is drawn, propelled or driven by any means other than muscular power, including but not limited to, an automobile, motorcycle, boat snowmobile, all-terrain vehicle, personal watercraft or farm equipment.

Exposure and Disappearance

If you are unavoidably exposed to the elements due to an Accident, and as a result of such exposure, you suffer a Loss for which a benefit would otherwise have been payable, such Loss will be covered by this benefit provision.

Where you disappear and your body is not found within 365 days of the disappearance, forced landing, stranding, sinking or wrecking of a vehicle in which you were an occupant, it will be presumed, subject to there being no evidence to the contrary and subject to all other terms and conditions of this benefit provision, that you suffered Loss of Life cause by Accident.

Payment of Benefit

While insured under this Provision, if you suffer a Loss, a benefit as set out in the Schedule of Losses will be paid. Where more than one Loss results from an Accident, only one benefit will be payable. The benefit payable will be for the single Loss which provides the highest amount of benefit.

The benefit payable as a result of Loss of speech or hearing, or Loss of Use of a limb or appendage thereof will be payable only after such Loss has been continuous for 12 months and is determined to be permanent and beyond remedy by surgical or other means.

Waiver of Premium

The premium payable under this Provision will be waived during the period for which your Life Insurance premium is waved due to Total Disability.

Schedule of Losses and Benefit Payable

For any one accident, the amount payable will be for the Loss which provides the highest amount of benefit.

For Loss of:

Life	100% of the Amount of Insurance
Both feet	100% of the Amount of Insurance
One hand and one foot	100% of the Amount of Insurance
Both hands	100% of the Amount of Insurance
One hand and sight of one eye	100% of the Amount of Insurance
One foot and sight of one eye	100% of the Amount of Insurance
Both legs	100% of the Amount of Insurance
One arm	75% of the Amount of Insurance
One foot	75% of the Amount of Insurance
One hand	75% of the Amount of Insurance
One leg	75% of the Amount of Insurance
4 fingers on the same hand	33% of the Amount of Insurance
Thumb and index finger on the same hand	33% of the Amount of Insurance
4 toes on the same foot	33% of the Amount of Insurance

For Loss of Use of:

Both upper and lower limbs (Quadriplegia)	200% of the Amount of Insurance
Both legs (Paraplegia)	200% of the Amount of Insurance
Upper and lower limbs on one side of body (Hemiplegia)	200% of the Amount of Insurance
Both arms (Paraplegia Superior)	200% of the Amount of Insurance
Sight of both eyes	100% of the Amount of Insurance
Speech and hearing in both ears	100% of the Amount of Insurance
Hearing in both ears	75% of the Amount of Insurance
Sight of one eye	75% of the Amount of Insurance
Speech	75% of the Amount of Insurance
One arm	75% of the Amount of Insurance
One leg	75% of the Amount of Insurance
One foot	75% of the Amount of Insurance
One hand	75% of the Amount of Insurance
Hearing in one ear	25% of the Amount of Insurance

Additional Benefits

Seat Belt Benefit

In the event that you suffer a Loss which results in a Payment of Benefit under this Provision, the Company will pay an additional sum equal to 10% of the Amount of Insurance payable if you die or are injured while a passenger or driver in an automobile while wearing a properly fastened seat belt. The verification of the use of the seat belt must be part of the official report of the Accident for this benefit to be payable.

Child Benefit

In the event you die due to an Accident which results in a Payment of Benefit under this Provision, in addition to the Amount of Insurance Payable, the Company will pay a lump sum to the beneficiary in the amount of \$2,500 for each of your Dependant Children.

EXCLUSIONS

The benefits of this Provision will not be payable if the Loss results directly or indirectly from:

- suicide, attempted suicide, or intentional self-inflicted injury.
- the participation in, or attempt to participate in, a criminal offence whether or not convicted of such offence;
- illness, virus, infection, pathogen, or disease of any kind, or medical or surgical treatment for illness, virus, infection, pathogen, or disease;
- injuries of which there is no visible contusion or wound on the exterior of the body other than drowning or internal injuries revealed by autopsy;
- drugs, poison or poisonous substances, gas or fumes, voluntarily, intentionally administered or inhaled;
- insurrection, war or hostilities of any kind, whether war is declared or not;
- any armed conflict or service in the armed forces;
- voluntarily participated in a riot or any disturbance of the public order;
- service, travel or flight in or descent from any type of aircraft, for the purposes of aeronautical instruction, instruction or participating in sky-diving or any duties whatsoever in relation to the aircraft or flight;
- bodily injury suffered prior to the effective date of this Provision; or
- the operation of a Motor Vehicle while having in excess of 80 milligrams of alcohol per 100 milliliters of blood

DEPENDANT LIFE INSURANCE BENEFIT

DEATH BENEFIT

This benefit insures your spouse and children for the amount of coverage shown on the Schedule of Benefits. If your spouse or one of your children die you will receive this amount.

ELIGIBLE DEPENDANTS

Dependants eligible for this benefit include your spouse or common-law spouse (1 year(s) cohabitation) and your unmarried dependent children under the age of 22 years (26 years if attending school on a full time basis).

A common-law couple should publicly represent themselves to society as married. Upon written request, your common-law spouse will be eligible immediately if a child is born to you and your common-law Spouse.

WAIVER OF PREMIUM

The premium payable under this Provision will be waived during the period for which the Life Insurance premium is waived due to your becoming Totally Disabled.

CONVERSION PRIVILEGE

If your Dependant Life Insurance coverage under this benefit ceases because you are no longer eligible for insurance under this Policy, your Spouse (and Insured Dependants, as required by provincial legislation, if applicable) may convert the amount of the Dependant Life Insurance benefit terminated without medical evidence, to an individual policy. This individual policy may be issued on any one of the standard level premium Life plans then being issued by EMPIRE LIFE. Application for the individual policy must be made while the group policy is in force and within 31 days after the earlier of:

- the date you die, or
- the date you cease to be insured, or
- your Spouse's 65th birthday.

Insured Dependant conversion privilege applies only where required by provincial legislation. The spousal conversion privilege applies in all provinces and territories.

EXTENDED HEALTH BENEFIT

ELIGIBLE EXPENSES

The Extended Health Benefit under this Policy covers all eligible expenses described on the following pages which are not covered by your Government Health Insurance Plan.

The eligible expenses:

- must be incurred while you are insured under the Policy,
- must be reasonable, customary and necessary in the treatment of sickness or injury,
- must be ordered by a qualified doctor who is neither insured for benefits under the policy nor related to the Person Insured's family by blood or marriage,
- must be submitted within 365 days after the date the expense was incurred or within 90 days of the termination of insurance, whichever is earlier.

All eligible expenses may be subject to a deductible Amount, a Coinsurance Amount and a Maximum benefit amount.

Example: If your Plan has a \$500 Diagnostic Laboratory Maximum with 80% Coinsurance and a \$50 Deductible

\$1,000 claim is submitted for a CAT scan

The eligible amount is \$1,000

\$50 Deductible is applied – reduces amount to \$950

80% Coinsurance is applied – reduces amount to \$760

Benefit Maximum is \$500

Amount payable is \$500

Eligible drug expenses will not include any costs in excess of the reasonable and customary amount for that drug. Any Dispensing Fee, if applicable, which exceeds the maximum Dispensing Fee will not be covered. Such excess is not considered an eligible drug expense under the Policy. Please refer to **NOTE** on the Drug Component page.

An emergency means a sudden, unexpected occurrence (disease or injury) that required immediate medical attention. This includes treatment (non-elective) for immediate relief of severe pain, suffering or disease which cannot be delayed until the Person Insured returns to their province of residence.

DEDUCTIBLE AMOUNT

The Benefit Period Deductible Amount, if any, as shown in the Schedule of Benefits Page, is the amount that you are responsible for, in each benefit Period, before health benefits are payable under this Plan.

The Per Prescription Deductible Amount, if any, as shown in the schedule of Benefits Page, will be applicable to each prescription for eligible expenses for drugs and neither the Single nor the Family Deductible Amount will be applicable to such eligible expenses.

COINSURANCE AMOUNT

The Coinsurance amount, as shown on the Schedule of Benefits page, is the percentage of eligible expenses paid by your Plan less the Deductible Amount, if any.

LIFETIME MAXIMUM

The Lifetime Maximum, as shown on the Schedule of Benefits, is the total aggregate amount payable per person, for eligible expenses incurred inside or, if insured, outside of your Province of residence, for all periods in which you have been insured under this Benefit, whether consecutive or not.

EXTENSION OF BENEFITS

If you (or your dependant, if applicable) are totally disabled when your Extended Health Benefit terminated, eligible expenses that you incur as a result of the disability will be paid for up to 90 days following termination during the continuation of disability or to the date you become eligible for benefits under another plan, if earlier.

DEPENDANTS

Dependants eligible for Extended Health Benefits are your spouse or common-law spouse, an unmarried wholly dependent children not yet 22 (or 26 if full-time students) or unmarried wholly dependent children of any age who are mentally or physically handicapped (please see your Plan Administrator for details to extend coverage for handicapped dependants).

There must be a minimum and continuous cohabitation period of 1 year(s) before a common-law spouse is recognized, and the couple should publically represent themselves to society as married. Upon written request, your common-law spouse will be eligible immediately if a child is born to you and your common-law spouse.

Dependants must reside in Canada to qualify for benefits. However, children who are temporally residing in the United States because they are attending an accredited academic institution will also be eligible for benefits provided they are insured under a Government of Canada Health Insurance Plan.

PREGNANCY

The Extended Health Benefit contains no exclusion or limitation for pregnancy or childbirth.

CHARGES NOT COVERED

Payment will not be made for charges for:

- suicide, attempted suicide, or intentional self-inflicted injury;
- Medical Care for which benefits are payable under any other Benefit Provision of this Policy;
- Medical Care resulting from insurrection, war or hostilities of any kind, whether was is declared or not;
- Medical Care resulting from any armed conflict or service in the armed forces;
- Medical Care resulting from voluntary participation in a riot or any disturbance of the public order;
- Medical care for which the Person Insured is entitled to indemnity or compensation in accordance with the provisions of any provincial workplace safety legislation (e.g. WSIB, WCB/CSST) or similar legislation, unless prohibited by any Government legislation;
- Medical Care payable in whole or in part by a government under any Government Health Insurance Plan or which would have been payable had the Person Insured been insured thereunder or had proper application been made;
- Medical care to the extent that the applicable government jurisdiction prohibits the payment of any benefits;
- Medical Care resulting from the participation in, or attempt to participate in, a criminal offence whether or not convicted of such offence;
- Medical Care provided by a medical or dental department maintained by an employer, an association, labour union, trustee or similar type of group;
- medical screening or examinations required for the use of a third party;
- broken appointments, transportation costs (including travelling time) of the practitioner, advice received by telephone or other means of telecommunication, or the completion of claim forms required by this Provision;
- Medical Care, the charge for which the Person Insured is not legally required to pay, or for which there is no charge, or for which there would have been no charge but for the existence of insurance;
- Medical Care which is not necessary according to generally accepted standards of medical practice;
- Medical Care rendered principally for cosmetic purposes (as determined by the Company), except when such Medical care is necessitated by accidental injury;
- Medical Care for the replacement of an appliance which has been lost, mislaid or stolen or to provide any duplicate appliance;
- supplies ordered or services rendered prior to the date the person became a Person Insured;
- shipping and handling charges; or
- infant formulas, caloric supplements with or without vitamins or minerals.

DRUG COMPONENT – Prescription Drugs

Coverage will include drugs and medicines dispensed by a Physician or Pharmacist only available on the prescription of a Physician, dentist, nurse practitioner or pharmacist where applicable based on provincial legislation to the extent that they are generally recognized as being effective in the treatment of the injury or Sickness being treated and are not excessive or unwarranted as judged by the generally accepted therapy for such Sickness or injury as determined by EMPIRE LIFE.

Such drugs and medicines will also include:

- insulin supplies (i.e. needles, syringes, and diagnostic tests), but excludes swabs and rubbing alcohol,
- all injectables including injectable vitamins, unless used as part of a weight reduction program, serums, and vaccines, and
- extemporaneous Compounds prepared by a pharmacist.

Exclusions

- any drug medication which may be purchased without a prescription. This further excludes over-the-counter (OTC) products whether prescribed or not,
- anabolic steroids and item deemed cosmetic.

This Plan also excludes in part:

- vitamins (except injectable and not used as part of a weight reduction program),
- patent medicines,
- first aid and surgical supplies,
- atomizers and vaporizers,
- salt and sugar substitutes,
- infant formula, dietary foods and aids,
- contact lens care products,
- diagnostic aids and laboratory tests,
- contraceptives other than oral,
- lozenges, mouthwash, toothpastes and cosmetics,
- non-medicated shampoos, skin cleansers, skin protectors, emollients, and soaps, and
- any benefit covered by your Government Health Insurance Plan.

NOTE: The Dispensing Fee varies by province of residence and is capped based on a reasonable and customary charge in each province.

Infertility Treatments, Anti-Smoking Agents, Anti-Obesity drugs & Erectile Dysfunction Drugs

a) Fertility Drugs

Fertility Drugs are not insured under this Plan.

b) Anti-Smoking Agents

Anti-smoking agents are not insured under this Plan.

c) Anti-Obesity Drugs

Anti-Obesity Drugs dispensed by a Physician or pharmacist and only available on the prescription of a Physician are eligible under this Plan. Anti-Obesity drugs are subject to any applicable drug deductible, drug coinsurance and maximum under the Plan as outlined on the Schedule of Benefits.

d) Erectile Dysfunction Drugs

Erectile Dysfunction Drugs are not insured under this Plan.

MAJOR MEDICAL COMPONENT

Payment will be made for the following eligible expenses that you incur in your province of residence.

Medical Supplies and Appliances

This plan will rent or purchase at the option of the Company, the following durable equipment, subject to any applicable deductible, coinsurance and maximum as outlined on the on the Schedule of Benefits. (Medical Supplies and Appliances require a doctor's referral):

- aerosol equipment, mist tents and nebulizers for cystic fibrosis, acute emphysema, chronic obstructive bronchitis or chronic asthma,
- apnea monitors for respiratory dysrhythmias,
- artificial eyes, including repair and replacement,
- artificial limbs including repair and replacement but excluding myoelectrical limbs,
- bed rail,
- braces with rigid supports,
- diabetic monitoring and administration equipment,
- external breast prosthesis, and two surgical brassieres per Benefit Period, post mastectomy,
- intermittent positive pressure breathing machine,
- head halter,
- standard hospital beds, excluding electric hospital beds,
- custom made orthotic shoe insert appliances, made from plaster cast models of the person's foot, and prescribed by a Physician,
- shoulder harnesses,
- sphygmomanometers (blood pressure cuff)
- traction apparatus,
- transcutaneous electric nerve stimulator (TENS),
- trapeze bars,
- standard wheelchairs, or where medically necessary, electrical wheelchairs

Under no circumstances will maintenance of any durable equipment be an eligible expense.

MAJOR MEDICAL COMPONENT (cont'd)

Medical Supplies and Appliances (cont'd)

This Plan will lend or provide at the option of the Company, for the rental or purchase of the following supplies and devices, subject to any applicable deductible, coinsurance and maximum as outline on the Schedule of Benefits. (Medical Supplies and Appliances require a Doctor's referral):

- casts
- canes and walkers,
- cervical collar,
- Clinitest, Dextrostix, or similar home chemical testing supplies for diabetics, if excluded under Drug Component,
- colostomy apparatus and supplies,
- crutches,
- ileostomy apparatus and supplies,
- insulin, if excluded under Drug Component,
- insulin syringe, monojet type, if excluded under Drug Component,
- Jobst burn garments,
- Jobst sleeves for lymphoedema following surgery,
- Lancet, if excluded under Drug Component,
- orthopaedic shoes individually designed and constructed to medical specifications, or adjustments only made to stock shoes for orthopaedic purposes
- oxygen and oxygen supplies,
- splints, excluding dental splints,
- support hose and compression stockings
- stump socks,
- urethral catheters,
- Viscosupplementation prescribed by a Physician and limited to two sets of three injections to the maximum as outlined on the Schedule of Benefits per knee,
- wigs following chemotherapy or radiation treatment for cancer.

MAJOR MEDICAL COMPONENT (cont'd)

Ambulance Service

This Plan will cover the cost of emergency transportation to and from hospital by a licensed ambulance. In addition, when the circumstances dictate, coverage is provided for licensed air ambulance or by commercial air fare to the nearest hospital qualified to render the necessary emergency medical care.

Private Duty Nursing Care

This Plan will cover the cost of services of a registered graduate nurse, registered nursing assistant, a certified nursing assistant, a certified nursing assistant, or a licensed practical nurse who is duly qualified and who is not related to you or a member of your family and who is not a resident in your home. The services must:

- be provided in a Person Insured's home, and such home is not an institution,
- be made on the recommendation of a Physician,
- commensurate with the nature and gravity of the Sickness or Injury, and
- have prior approval by Empire Life.

These services are payable up to the maximum shown on the Schedule of Benefits; however, no payment will be made for homemaking or companion duties.

MAJOR MEDICAL COMPONENT (cont'd)

Diagnostic Laboratory Procedures

Payment will be made for eligible Diagnostic Laboratory Procedures, ordered by a Physician, and provided by a private medical laboratory. These services are payable up to the maximum shown on the Schedule of Benefits. Eligible procedures are:

- Blood Work,
- Colonoscopy,
- Computerized Axial Tomography (CAT scan),
- Electrocardiogram (ECG),
- Magnetic Resonance Imaging (MRI),
- Positron Emission Tomography (PET),
- Mammogram,
- Testing of Urine and other bodily fluids and tissues,
- Ultrasound.

Allergy testing performed by a laboratory is excluded.

Paramedical Practitioners

This Plan will include coverage for various Paramedical Practitioners, provided the services are not completed by a relative. These services are payable up to the maximum shown on the Schedule of Benefits.

Payment will be considered an eligible expense only when the maximum under any Government Health Insurance Plan has been reached, unless prohibited by law.

MAJOR MEDICAL COMPONENT (cont'd)

Dental Benefits for Accidents

This Plan will include coverage for the services of a dentist or oral surgeon to repair or replace sound natural teeth damaged as a result of a direct accidental blow to the mouth and not an object wittingly or unwittingly placed in the mouth, including the setting of a fractured or dislocated jaw; however, no payment will be made for services, supplies or treatment rendered for a full mouth reconstruction, for vertical dimension correction, or for correction of temporomandibular joint dysfunction. Payment will be made provided the services are rendered within 365 days of the accident and while you are insured for this benefit.

Hearing Aids

This Plan will include the cost of the purchase and repairs of (excluding batteries or routine maintenance of) hearing aids. These services are payable up to the maximum shown on the Schedule of Benefits.

Eye Exams

In provinces where routine eye exams are covered under the applicable provincial government Health Insurance Plan, no payment will be made for routine eye exams under this Policy.

In all other provinces, claim payment will be made for one routine eye exam, performed by an Optometrist or Ophthalmologist, up to the amount indicated on the Schedule of Benefits page.

MAJOR MEDICAL COMPONENT (cont'd)

Convalescent Hospital – Covered Expenses

The charges made by a convalescent hospital for room, board and other necessary services, in excess of the charge for ward accommodation, up to the daily amount indicated on the Schedule of Benefits Page, will be considered eligible expenses. However, the Person Insured must be admitted to the convalescent hospital with fourteen days following a period as a bedpatient of at least five days duration in a hospital. Expenses will be deemed as covered only where convalescent hospitalization is required by the attending Physician.

Benefits will be paid for the maximum period indicated on the Schedule of Benefits Page during any one period of disability.

All confinements in a convalescent hospital will be considered as one period of disability unless separated by at least ninety days.

In order to qualify under these covered expenses, a convalescent hospital must be approved by the appropriate Government Hospital Authority and be located in Canada.

Charges for custodial care in a convalescent hospital nursing home or similar institution will not be considered eligible expenses.

A Convalescent Hospital is not a home for the aged, blind, or deaf, a domiciliary care home, a maternity home, or a home for alcoholics, drug addicts, or the mentally ill.

MAJOR MEDICAL COMPONENT (cont'd)

Out of Province Benefit

- (1) **Referral Treatment** – the following services will be included up to the Lifetime Maximum for Out of Province – Major Medical referral outlined on the Insured's province of residence and prior approval must be obtained from the Person Insured's Government Health Insurance Plan.
- (a) **Hospital Confinement** – This Plan will pay up to the maximum as shown on the Schedule of Benefits for each day of confinement for room and board and other hospital services for reasonable and customary semi-private accommodation in the area less the amount payable for those days of confinement under the Government Health Insurance Plan for the Person Insured's province of residence.
 - (b) **Doctors' Services** – This Plan will pay the actual charges rendered outside of the Person Insured's province of residence following referral by his doctor in his province of residence. The amount payable will be an amount equal to an amount paid by the Government Health Insurance Plan of the Person Insured's province of residence; however, the benefit payable from all plans will not exceed 100% of the actual incurred expense.
 - (c) **Other Medical Care** – Payment will be made for other medical care listed as an eligible expense under the same conditions and limits as if incurred in the Person Insured's province of residence.
 - (d) **Hospital Out-Patient Services** – No payment will be made for Hospital out-patient services which are on a referral basis.

MAJOR MEDICAL COMPONENT (cont'd)

- (2) **Emergency Treatment** – the following services will apply to a Person Insured who is travelling on business or vacation outside of his province of residence, for the period as shown on the Schedule of Benefits. However, if the Person Insured is hospitalized, during the period as shown on the Schedule of Benefits, coverage will continue until the date of discharge from the hospital, provided coverage has been extended under the Government Health Insurance Plan in the Person Insured's Province of residence. Eligible expenses will be allowed up to the Lifetime Maximum for Out of Province – Major Medical emergency as outlined on the Schedule of Benefits.
- (a) **Hospital Confinement** – This Plan will pay for room and board and other hospital services for emergency treatment of a sickness or injury. The amount payable will equal the daily charges for each day of confinement for reasonable and customary semi-private accommodation in the area less the amount payable for those days of confinement under the Government Health Insurance Plan in the Person Insured's province of residence.
- (b) **Hospital Out-Patient Services** – Payment will be made for emergency Hospital out-patient services.
- (c) **Doctors' Services** – This Plan will pay an amount equal to the amount of reasonable and customary charges and fees in excess of reha mound paid or payable under the Government Health Insurance Plan in the Person Insured's province of residence.
- (d) **Other Medical Care** – Payment will be made for other medical care listed as an eligible expense under the same conditions and limits as if incurred in the Person Insured's province of residence.
- (e) **Out of Province Limitation: Emergencies** – No payment will be made for any Eligible Expense for continuing treatment, recurrence or complication relating to a condition or conditions incurred while a Person Insured is travelling outside of their province of residence or outside of Canada if it has been determined by a medical advisor that the Person Insured was deemed medically fit to return to his province of residence and the Person Insured chose not to do so. There must be a minimum of 60 continuous days between the date a Person Insured returns to his province of residence before again travelling outside his province of residence; otherwise, no payment will be made for any recurrence, continuation or complication of any medical condition for which a claim payment was made for such medical condition, during the immediate previous trip out of province.

MAJOR MEDICAL COMPONENT (cont'd)

(3) Travel Emergency Assistance Program

Your extended health benefits package already covers you for extensive and comprehensive benefits while you are travelling outside of your province of residence. The Travel Emergency Assistance Program provides you and your dependants (if applicable) with fast and easy accessibility to your health care benefits plus plenty of “extras”.

EMPIRE LIFE and Allianz Global Assistance (formerly known as Mondial Assistance) have made an agreement to provide assist services and claim payment services for travel emergencies. If you have an emergency while travelling, you can let us worry about paying the bills and arranging appropriate transportation home.

If you or one of your dependants (if applicable) suffer a travel emergency, we offer 24 hour access to Allianz Global Assistance. Just call one of the numbers that appear on your wallet Card and identify yourself by the information on the front of your card. A multilingual coordinator will assist in providing the following benefits.

- (i) **24 Hour Access** – Multilingual assistance by telephone, telex and facsimile services is available 24 hours a day, 365 days a year. This includes interpretation services in most major languages.
- (ii) **Medical Referral** – Referral to a Physician, Dentist or appropriate medical facility will be provided for medical emergencies.
- (iii) **Medical Transportation** – Transportation to the nearest appropriate medical facility or to Canada will be provided if Medically Necessary to the maximum as shown on the Schedule of Benefits per emergency.
- (iv) **On-Site Hospital Payment** - A verification of insurance coverage and arrangement for payments will be provided. Services that require the payment of \$200 or less are to be paid by the Person Insured and receipts kept for reimbursement.
- (v) **Return of Deceased** – In the event of the death of a Person Insured, authorized arrangements for the preparation and transportation of the body back to the Person Insured's province of residence will be made. Expenses will be reimbursed up to the maximum as shown on the Schedule of Benefits.

MAJOR MEDICAL COMPONENT (cont'd)

Travel Emergency Assistance Program (cont'd)

- (vi) **Return of Dependent Children** – The return of unattended dependants under the age of 16 will be provided if a Person Insured is hospitalized. Payment arrangements for economy class transportation of these dependants to their place of residence in Canada will be made if the original ticket is void. A qualified escort will be provided if necessary.
- (vii) **Trip Delay** – If a Person Insured's scheduled return trip has been missed due to the hospitalization of that Person Insured, economy class transportation will be provided to the place of departure if the original ticket is void.
- (viii) **Visit of a Family Member** – If a Person Insured, while travelling alone, is hospitalized and the expected period of hospitalization is more than 7 days, round-trip economy class transportation to the location for one member of the immediate family will be provided. (Immediate family constitutes a parent, spouse, child, brother or sister). Expenses for meals and accommodation for the visiting family member will also be reimbursed up to the maximum for travel, meals and accommodation as shown on the Schedule of Benefits.
- (ix) **Return of Vehicle** – Assistance is provided in the return of a Person Insured's vehicle to the place of departure or to the nearest rental agency during a medical emergency. Expenses for return of vehicle will be reimbursed up to the maximum as shown on the Schedule of Benefits.
- (x) **Legal Referrals** – Legal referrals will be provided an assistance is available in arranging cash advances from credit cards or family and friends to enable the posting of bail and payment of legal fees if necessary.
- (xi) **Lost Document and Ticket Replacement** – Assistance will be provided in contacting local authorities and in the arrangement for the replacement of lost passports, travel tickets and visas.
- (xii) **Message Center** – The use of message center will facilitate the exchange of messages between a Person Insured and his family, friends and business associates during a period of emergency. The center will hold messages for fifteen days.

Services described in vi), vii) and viii) inclusive are subject to an overall maximum as shown on the Schedule of Benefits for any one travel emergency.

MAJOR MEDICAL COMPONENT (cont'd)

Travel Emergency Assistance Program (cont'd)

Limitations

The Travel Emergency Assistance Program services will apply to a Person Insured, who is travelling on business or vacation outside of his province of residence, for the period as shown on the Schedule of Benefits.

The Travel Emergency Assistance Program services will apply **only to designated countries** which may change from time to time. It is the **responsibility of the Person Insured to inquire** prior to his departure whether services are provided in a specific country.

EMPIRE LIFE assumes no responsibility for any medical or legal advice given by an Physician or other health care professional and/or lawyer.

EMPIRE LIFE will not be liable for the negligence or wrongful acts or omissions of any Physician or other health care professional and/or lawyer provided direct service in accordance with the above services.

DENTAL BENEFITS

AMOUNTS AND LIMITS

You are not required to use a specific dentist or dental clinic; you are free to use the dentist of your choice provided the Dentist you chose is not insured for benefits under the Plan nor related by blood or marriage.

This benefit reimburses you for charges incurred by you or your dependants (if applicable) for dental services, subject to any deductible, coinsurance and maximum benefit that may apply as outlined on the Schedule of Benefits. To assist you in knowing exactly what dental procedures are covered by the Plan, the procedures are tabulated below according to the Canadian Dental Association Procedure Coding System, which is well known to any Dental Practitioner. To be eligible for reimbursement, the charges for these items must;

- be not in excess of the suggested Dental Fee Guide as shown on the Schedule of Benefits except if rendered by a Dental Mechanic or Dental Hygienist, then not in excess of the official Fee Guide for dental Mechanics or Dental Hygienists, if applicable;
- be incurred while you are insured;
- be Reasonable and Customary;
- be recommended as necessary by a Physician, Dentist, or Oral Surgeon;
- be rendered by a Physician, Dentist, Oral Surgeon or Dental Assistant under the direct supervision of a Dentist, Oral Surgeon or Physician, or be rendered by a Dental Mechanic or Dental Hygienist.

All eligible charges **must be submitted** within the time period described in "Payment of Claims".

TREATMENT PLAN

When the cost of a proposed treatment is expected to exceed \$300 or involves Orthodontic Services, we strongly recommend that a Treatment Plan be submitted before any treatment is started. The Treatment Plan is prepared by your dentist and outlines the treatment required as well as the cost of the proposed treatment. EMPIRE LIFE will then identify any limitations, deductibles, coinsurance or maximum limits that may apply and thus avoid any misunderstanding as to the extent of your coverage. If you do not proceed with treatment within 90 days another Treatment Plan should be submitted.

DEDUCTIBLE

The Benefit Period Deductible Amount, if any, as shown on the Schedule of Benefits page is the amount that you are responsible for, in each Benefit Period, before dental Benefits are payable under this Plan. Orthodontic Services, if insured, do not require a Deductible amount.

COINSURANCE

The Coinsurance Amount, as shown on the Schedule of Benefits page, is the percentage of eligible expenses paid by your Plan less the Deductible Amount, if any.

MAXIMUM BENEFIT

The Schedule of Benefits describes the Maximum Benefit for each of the various levels of coverage. Maximums per Benefit Period are the Maximum amounts payable per person for you and your Insured Dependents (if applicable) in each Benefit Period, except for Orthodontic Services if included, which has a Lifetime Maximum as shown on the Schedule of Benefits.

The maximum benefit payable for all benefits, excluding any Orthodontic benefits, will be limited to \$250 if you are late entering the Plan during the first 12 months of coverage. If Orthodontic Services are included in your Plan, the maximum benefit payable for these services will be \$300 during the first 3 years of coverage when you are late entering the Plan and when you are otherwise entitled to these benefits.

DEPENDANTS

Dependants eligible for Dental benefits are your spouse or common-law spouse, and unmarried wholly dependent children not yet 22 (or 26 if full-time students) or wholly dependent children of any age if mentally or physically handicapped (please see your Plan Administrator for details to extend coverage for handicapped dependants).

There must be a minimum and continuous cohabitation period of 1 year(s) before a common-law spouse is recognized, and the couple should publicly represent themselves to society as married. Upon written request, your common-law spouse will be eligible immediately is a child is born to you and your common-law spouse.

Dependants must reside in Canada to qualify for benefits. However, children who are temporarily residing in the United states because they are attending an accredited academic institution will also be eligible for benefits provided they are insured under a government of Canada Health Insurance Plan.

OUTSIDE OF CANADA COVERAGE

While travelling outside the country, this coverage will apply for the services of a duly qualified dentist, subject to the maximums and coinsurance factor, and/or deductibles as outlined on the Schedule of Benefits page. Non emergency dental care will be subject to the current Provincial dental Association fee guide. Emergency dental care is not subject to this limitation. These benefits include coverage for pre-existing conditions.

LIMITATIONS & EXCLUSIONS

When alternate courses of treatment are available to attain a desired result, the amount of eligible expense will be based on the least expensive course of treatment that will produce a professionally adequate result.

No payment will be made for dental care expenses resulting from:

- suicide, attempted suicide, or intentional self-inflicted injury;
- services, supplies or treatment for which benefits are payable under any other Benefit Provision of this Policy;
- services, supplies or treatment resulting from insurrection, war or hostilities of any kind, whether was is declared or not;
- services, supplies or treatment resulting from any armed conflict or service in the armed forces;
- services, supplies or treatment resulting from voluntary participation in a riot or any disturbance of the public order; or
- services, supplies or treatment for which the person insured is entitled to indemnity or compensation in accordance with the provisions of any provincial workplace safety legislation (e.g. WSIB, WCB/CSST);
- services, supplies or treatment payable in whole or part by a government under any Government Health Insurance Plan (or which would have been payable had the person insured been insured thereunder or had proper application been made);
- services, supplies or treatment or to the extent that the applicable government jurisdiction prohibits the payment of any benefits;
- services, supplies or treatment resulting from participation in or attempt to participate in, a criminal offence whether or not convicted of such offence;
- services, supplies or treatment provided by a dental or medical department maintained by an employer, an association, labour union, trustee or similar type or group;
- dental screening or examinations required for the use of a third party;
- broken appointments, transportation costs (including travelling time) of the practitioner, advice received by telephone or other means of telecommunication or the completion of claim forms required by the Provision;

LIMITATIONS & EXCLUSIONS (Cont'd)

- services, supplies or treatment, the charge for which the person insured is not legally required to pay or for which there is no charge or for which there would have been no charge but for the existence of insurance;
- services, supplies or treatment rendered for dietary or nutritional counselling for the control of dental caries or for dental plaque control;
- services, supplies or treatment which is not yet approved by the Canadian Dental Association or which is clearly experimental in nature;
- services, supplies or treatment which are not necessary according to generally accepted standards of dental practice;
- laboratory charges exceeding 50% of the fixed fee for the procedure in the Dental Association Fee guide specified in the Schedule of Benefits;
- services, supplies or treatment of the type normally intended for sport or home use (i.e. mouthguards);
- services, supplies or treatment rendered principally for cosmetic purposes (as crowns, or pontics posterior to the second bicuspid and alterations, extractions or replacement of sound teeth to change appearance except when such services, supplies or treatment are necessitated by Accidental dental Injury and are incurred within 365 days after the date of the injury);
- services, supplies or treatment rendered for the correction of any congenital or developmental malformation which is not a Class I, II or III malocclusion (including the replacement of congenital missing teeth);
- services, supplies or treatment rendered for a full mouth reconstruction , for a vertical dimension correction or for correction of a temporal mandibular joint dysfunction;
- services, supplies or treatment for the replacement of an existing prosthetic device or other appliance which has been lost, mislaid or stolen, including, but not limited to, fixed bridgework and removable partial or complete dentures;
- services, supplies or treatment to provide any duplicated prosthetic device or any other duplicate appliance;
- services, supplies or treatment performed in conjunction with a procedure that is not eligible for payment.

ELIGIBLE CHARGES

This Plan will cover the dental procedures outlined on the following pages up to the level of the Provincial Dental Association fee guide as outlined on the Schedule of Benefits. To assist you in knowing exactly what dental procedures are covered by the Plan, the following procedures are for a Plan with a current year fee guide.

TABLE OF DENTAL CODES

The following is a brief explanation of the dental Code Table which follows. Please read before proceeding to the next page.

The number of procedure codes listed will vary from the right side to the left side of the page. This does not indicate that there are fewer procedures eligible under any specific heading. It simply means, that the various Provincial dental Associations have chosen to use several codes whereas the Quebec Dental Association has chosen to use only one code to indicate the same procedure.

BASIC RESTORATIVE

Certain benefits have upper limits. These limitations are indicated by a number located in the centre of the page opposite the codes(s) with an upper limit. All codes within the asterisk are subject to the limitation as indicated in the Legend. An explanation of the number is in the Legend.

ALL OTHER PROVINCES

QUEBEC

LEGEND:

1. Once in 24 months.
2. Two during a Benefit Period separated by the number of months as indicated under Dental Recall Frequency on the Schedule of Benefits.
- 2a. Two during a benefit period.
27. If a full mouth series has been performed, bitewing and occlusal x-rays are not eligible within 1 year for Insured Dependents (if applicable) up to the age of 15, or within 2 years per Person Insured age 15 and over

DIAGNOSTIC SERVICES

EXAMINATIONS

a) 00011, 01101-01103 include, 01201	1.	a) 01110, 01120, 01130
b) 01202	2.	b) 01200, 01250
c) 01204, 01205, 01301, 01401, 01501, 01601, 01701, 01801, 01901	2a).	c) 01300, 01400, 01500, 01600, 01902
d) 94101, 94102, 94301, 94302		d) 94100, 94200, 94400

Notwithstanding the above, if more than one of the codes listed in a), b) and c) above are incurred on any given date, then the suggested fee as listed in the dental Fee Guide, for the most expensive procedure will be the Maximum Insured Benefit for such examination codes.

CONSULTATIONS

05101-05104 incl, 05109, 05201, 05202, 05209, 93111, 93112, 93119	05101, 05200,
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BASIC RESTORATIVE

ALL OTHER PROVINCES

QUEBEC

LEGEND:

- 3: Only as a diagnostic aid.
- 11. Once during a Benefit Period.
- 17. One occurrence twice per Benefit Period, separated by the number of months as indicated under Dental Recall Frequency on the Schedule of Benefits.
- 27. If a full mouth series has been performed, bitewing and occlusal x-rays are not eligible within 1 year for Insured Dependents (if applicable) up to the age of 15, or within 2 years per Person Insured Dependents (if applicable) up to the age of 15, or within 2 years per Person Insured age 15 and over.

DIAGNOSTIC SERVICES (Cont'd)

X-rays

- | | | |
|---------------------------------|----------------|-------------------------|
| a) 02101, 02102, 02601 | 1. | a) 02600 |
| b) 02141-02144 incl, | 2., 27 | b) 02141-02144 include, |
| c) *02111-02125 incl, | 3. (*to**incl) | c) *02111-02116 incl, |
| 02131-02134 incl, | 27. | 02131, 02132, |
| 02201-02204 incl, | | 02201, 02202, |
| 02301-02304 incl, | | 02304, 02400, |
| 02309, 02401, 02402, 02409, | | 02430, 02504, |
| 02411, 02412, 02419 | | 02701, 02702,** |
| 02501-02504 incl, 02509, | | |
| 02701-02704 incl, 02751, 02752, | | |
| 02759, 02801, 02802, 02809** | | |

Tests & Laboratory Examinations

- | | | |
|-----------------------------|----------------|------------------|
| *04101, 04201** | 11 (*to**incl) | *014100, 04201** |
| 04311, 04312, 04321, 04322, | | 03100, 04302, |
| 04501, 04507, 04509, 04602 | | 04311 |

PREVENTIVE SERVICES

Polishing

- | | | |
|--------------------|----------------|----------------|
| *11101-11103 incl, | 17 (*to**incl) | *11100, 11200, |
| 11107, 11109** | | 11300** |

BASIC RESTORATIVE

ALL OTHER PROVINCES

QUEBEC

LEGEND:

- 2. Two during a Benefit Period separated by the number of months as indicated under Dental Recall Frequency on the Schedule of Benefits.
- 4. Limited to dependant children (if applicable) under age 15, one application only per tooth while insured.
- 14. Maximum 12 units during a Benefit Period
- 14a. Maximum of 6 units per Benefit Period
- 14b. Maximum of \$300 per benefit Period
- 17. One occurrence twice per Benefit Period, separated by the number of months as indicated under Dental Recall frequency on the Schedule of Benefits
- 24. Two per lifetime

PREVENTIVE SERVICES (Cont'd)

	Scaling and / or Root Planing	
*11111-11117 incl, 11119	14. (*to** incl)	
43421-43427 incl, 43429**		
	14a (*to**incl)	*43411-43414 incl, 43417, 43419**
	14b.	42000, 42001
	Fluoride Treatment	
12101, 12102	2.	12400
	Oral Hygiene Instruction	
*13211-13214 incl, 13217, 13219, 13231, 13232, 13237, 13239**	24. (*to**incl)	13200, 13210
	Pit and Fissure Sealants	
13401, 13409	4.	13401, 13404
	Caries/Pain Control	
20111, 20119, 20121, 20129, 20131, 20139		20111, 20121, 20131
	Interproximal Discing of Teeth	
13701-13704 incl, 13709, 16201-16204 incl, 16209		13700

BASIC RESTORATIVE

ALL OTHER PROVINCES

QUEBEC

LEGEND:

- 5. Maximum 8 units during a Benefit Period.
- 12. Only Insured Dependants age 15 or under (if applicable).
- 13. Reimbursement up to the cost of non-bonded amalgams.

PREVENTIVE SERVICES (Cont'd)

Space Maintainers

*15101-15105 incl, 15201,
15202, 15301, 15302
15401, 15403, 15601**

12. (*to**incl)

*15108-15111 incl,
15120, 15200,
15210, 15400**

Occlusal Equilibration

*16511-16514 incl,
16519, 43311-43314 incl,
43317, 43319**

5. (*to**incl)

*43300, 43310**

MINOR RESTORATIVE SERVICES

Amalgam Restorations

21111-21115 incl,
21211-21215 incl,
21221-21225 incl

21101-21105 incl,
21211-21215 incl,
21221-21225 incl

Bonded Amalgams

*21121-21125 incl,
21231-21235 incl,
21241-21245 incl**

13. (*to**incl)

*21121-21125 incl,
21231-21235 incl,
21241-21245 incl**

Retentive Pins

21401-21405 incl

21301-21304 incl

Stainless Steel & Plastic Crowns On Primary Teeth

22201, 22211, 22401,
22411

22201, 22211,
22401, 22411

Acrylic or Composite Restorations

23101-23105 incl,
23111-23115 incl

23111-23115 incl,
23118

BASIC RESTORATIVE

ALL OTHER PROVINCES

QUEBEC

ALL OTHER PROVINCES

QUEBEC

LEGEND:

- 6. Only in conjunction with oral surgery, periodontal surgery, fractures and dislocations.
- 21. Only eligible in PEI.

MINOR RESTORATIVE SERVICES (Cont'd)

Acrylic or Composite Restorations (cont'd)

23211-23215 incl, 23221-23225 incl,	23211-23215 incl,
23311-23315 incl, 23321-23325 incl,	23221-23225 incl,
23401-23405 incl, 23411-23415 incl,	23311-23315 incl,
23501-23505 incl, 23511-23515 incl,	23411-23415 incl

MINOR SURGICAL SERVICES

Extractions

71101, 71109, 71201, 71209,	71101, 71111,
71210, 71211, 71219, 72111,	72100, 72110,
72119, 72211, 72219, 72221,	72210, 72220,
72229, 72231, 72239	72230, 72240
	72350

Residual Root Removal

72311, 72319, 72321,	72300, 72310,
72329, 72331, 72339	72320

Miscellaneous surgical services

72801, 72802, 72809

Anaesthesia

*92212-92219 incl,	6. (*to**incl)	92224, 92229,
92221-92229 incl,		*92331-92339 incl,**
92302-92309 incl,		
92441-92449 incl,		
92451-92459 incl,**		

92431-92439 incl

21.

**Not Applicable
in Quebec**

BASIC RESTORATIVE

ALL OTHER PROVINCES

QUEBEC

LEGEND:

- 7. Only Insured Dependants age 15 or under (if applicable), or in conjunction with oral or periodontal surgery, fractures and dislocations.
- 25. Two per 12 month period
- 26. One upper reline/rebase and one lower reline/rebase OR one combined upper/lower reline/rebase per 12 month period

*92411-92419 incl, 92461-92469 incl**	Anaesthesia (cont'd) 7. (*to** incl)	*92311-92319 incl**
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DENTURE SERVICES

Minor Adjustments

54201-54202 incl, 54209		54250, 54251
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Repairs

55101, 55102, 55201-55203 incl, 55301, 55302, 55401-55403 incl, 55501, 55509, 56611, 56612, 56619, 56621	25.	55101-55104 incl, 55201-55204 incl, 55520, 55530, 55700
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Rebasing and/or Relining

56211-56213 incl, 56221-56223 incl, 56231-56233 incl, 56241-56243 incl, 56251-56253 incl, 56261-56263 incl, 56311-56313 incl, 56321-56323 incl, 56331-56333 incl, 56511-56513 incl, 56521-56523 incl	26.	56200, 56201, 56210, 56211 56220-56222 incl, 56230-56232 incl, 56260-56263 incl, 56270-56273 incl, 56280, 56290
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PERIODONTICS-ENDODONTICS

ALL OTHER PROVINCES

QUEBEC

LEGEND:

- 9. Reimbursement for only one surgical procedure in the same area of the mouth on the same day.
- 10a. Reimbursement up to the cost of an uncomplicated root canal if incurred more than 1 year from initial treatment and if procedure is not performed by original Dentist.
- 10c. Eligible on permanent teeth only.
- 19. Once during any 3 year period.

PERIODONTAL SERVICES

Non-Surgical Services

41211-41214 incl, 41219,
41231-41234 incl, 41239,
41301, 41302, 41309

41200, 41300,
42002

Surgical Services

*42111, 42201, 42311, 42411,
42421, 42431, 42511, 42521,
42531, 42551, 42591, 42592,
42611, 42621, 42701-42703 incl,
42711, 42712, 42811,
42821-42823 incl, 42829, 73411**

9. (*to**incl)

*42003, 42010, 42100,
42200, 42300, 42301,
42400, 42560, 42561,
42570, 42575, 42611,
42711, 73381**,
42700

Adjunctive Services

*14611, 14612, 43611, 43612**

19. (*to**incl)

*43611, 43612**

14621-14623 incl, 14629,
14631, 14632, 43111,
43211, 43281, 43289,
43621-43623 incl,
43629, 43631, 43632

43200, 43211, 43295,
43300, 43622, 43631

ENDODONTIC SERVICES

Vital Pulpotomy

32231, 32232

32201, 32202, 32204,
32205, 32210

Root Canal Therapy

*33111-33114 incl, 33116,
33121-33124 incl, 33126,
33131-33134 incl, 33136,
33141-33144 incl, 33146**

10c (*to**incl)

*33100-33102 incl,
33200-33202 incl,
33300-33302 incl,
33400-33402 incl,
33475**

*33115, 33125,
33135, 33145**

10a (*to**incl)

*33110, 33210,
33310, 33410**

**PERIODONTICS-ENDODONTICS
ALL OTHER PROVINCES**

QUEBEC

LEGEND:

- 10b. Reimbursement up to the cost of an uncomplicated apicoectomy/apical curettage if incurred more than 1 year from initial treatment and if procedure is not performed by original dentist.
- 12. Only Insured Dependants age 15 or under (if applicable).
- 18. Reimbursement up to the cost of an apicoectomy and retro-filling.

ENDODONTIC SERVICES (Cont'd)

Apexification

33601-33604 incl, 33611-33614 incl	12.	33521-33524 incl, 33531-33534 incl, 33541-33544 incl
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33621-33624 incl	18.	Not Applicable in Quebec
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Periapical Services

34111, 34112, 34121-34123 incl, 34131-34134 incl, 34141, 34142, 34151-34153 incl, 34161-34164 incl, 34211, 34212, 34221-34224 incl, 34231-34234 incl, 34241, 34242, 34251-34254 incl, 34261-34264 incl, 34411, 34412, 34511, 34521-34523 incl		34101-34104 incl, 34111, 34112, 34114, 34115, 34201-34203 incl, 34212, 34215, 34401, 34402, 34511
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*34311, 34312, 34321-34324 incl, 34331-34334 incl, 34341, 34342, 34351-34354 incl, 34361-34364 incl**	10b (*to**incl)	*34171, 34172, 34174, 34175**
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ALL OTHER PROVINCES	PERIODONTICS-ENDODONTICS	QUEBEC
	ENDODONTIC SERVICES (Cont'd)	
	Emergency Procedures	
32221, 32222, 32311-32314 incl, 32321, 32322, 34421-34423 incl, 39201, 39202, 39211, 39212, 76941, 76949, 76951, 76952, 76959		32101, 39201, 39202, 39901-39904 incl, 39970, 39981, 39985
	Other Procedures	
39101, 39311-39313 incl, 39319, 39411-39413 incl		39100, 39110, 39120, 39230, 39410
	MAJOR SURGICAL SERVICES	
	Surgical Exposure	
72511, 72519, 72521, 72529, 72531, 72532, 72539		72410-72412 incl
	Transplantation	
72611, 72619		72430
	Repositioning	
72631, 72639		72440
	Enucleation	
72711, 72719		72450

ALL OTHER PROVINCES	PERIODONTICS-ENDODONTICS	QUEBEC
	MAJOR SURGICAL SERVICES (Cont'd)	
	Alveoplasty	
73111, 73121		73100, 73110
	Gingivoplasty and/or Stomatoplasty	
73211, 73221, 73222, 73223		73123
	Osteoplasty	
73152-73154 incl, 73161		73133-73135 incl, 73140
	Surgical Excision	
74111-74118 incl, 74121-74128 incl, 74211-74218 incl, 74221-74228 incl, 74621, 74631-74638 incl		74108, 74109, 74408, 74409, 74410
	Surgical Incision	
75111, 75112, 75121		75100, 75110
	Fractures	
76201-76204 incl, 76301-76304 incl, 76911-76913 incl, 76961-76963 incl		76210, 76310, 76910-76913 incl, 76950, 76951
	Frenectomy	
77801-77806 incl, 78102		77801-77803 incl, 78110
	Miscellaneous Surgical Services	
79111, 79311-79313 incl, 79321, 79322, 79331, 79342, 79343, 79402, 79601-79606 incl		79104, 79301, 79303-79308 incl, 79400, 79401, 79601, 79602
	Adjunctive Services (Drugs)	
96201, 96202		79651, 79652

MAJOR RESTORATIVE

Initial appliances (e.g. dentures) are only covered if a permanent, functional natural tooth is extracted while you are insured for this level of coverage under this Plan (or under the plan which this Plan replaces). Replacement appliances are covered if:

- the existing appliance cannot be made serviceable and is at least five years old; or
- the transitional dentures/crown or bridgework are replaced by a permanent prosthesis within 12 months of installation, otherwise the temporary denture/crown or bridgework are considered a permanent prostheses subject to the Policy Limitations; or
- required because of an Accidental Dental Injury, after the date you become insured; or
- required due to the installation of an initial opposing denture after the date you become insured; or
- the extraction of an additional permanent, functional natural tooth makes the existing appliance unserviceable. If the existing appliance could have been made serviceable, only the expense for that portion of the replacement appliance which replaces the teeth extracted after the date you became insured will be deemed to be an Eligible Expense.

Procedures involving the use of gold will only be considered an eligible expense if treatment could not have been rendered at a lower cost by means of a reasonable substitute.

MAJOR RESTORATIVE

ALL OTHER PROVINCES

QUEBEC

LEGEND:

- 15. Reimbursement up to the cost of a non-bonded amalgam/composite core.
- 16. Reimbursement up to the cost of a standard denture
- 20. Some restrictions apply to the following procedures. **Prior approval strongly recommended.**

Onlays

25511, 25521, 25531,
25601-25605 incl***

25300, 25521,
25601-25604 incl**

Crowns

*22301, 22311, 22501,
22511, 25711-25713 incl,
25721-25723 incl,
25731-25733 incl, 27111,
27113, 27121, 27131, 27201,
27202, 27211-27213 incl,
27222, 27301, 27302,
27311, 27312, 27511, 27519,
42341, 42451**

20. (*to**incl)

22201, *22311, 22501,
22511, 27100, 27130
27140, 27200, 27210,
27300, 27310, 27501,
27503, 27700, 27701,
27710, 42451**

25761-25766

15. (*to**incl)

**Not Applicable
in Quebec**

Denture Complete – Standard

*51101-51103 incl,
51301-51303 incl,
51601-51603 incl,
51611-51613 incl**

20. (*to**incl)

*51100, 51110,
51120, 51300,
51310, 51320,
51600, 51610,
51620**

Equilibrated

*51201-51203 incl**

16, 20 (*to**incl)

*51201-51203 incl**

MAJOR RESTORATIVE

ALL OTHER PROVINCES

QUEBEC

LEGEND:

- 16. Reimbursement up to the cost of a standard denture
- 20. Some restrictions apply to the following procedures. **Prior approval strongly recommended.**

Denture Partial – Standard

*52101-52103 incl,
 52111-52113 incl,
 52121-52123 incl,
 52201, 52202,
 52211, 52212,
 52301-52303 incl,
 52311-52313 incl,
 52401-52403 incl,
 52511, 52512,
 53101-53104 incl,
 53111-53113 incl,
 53201-53203 incl,
 53301, 53302, 53304,
 53401-53403 incl,
 53611-53613 incl**

20. (*to**incl)

*52101-52103 incl,
 52120, 52121,
 52129, 52230,
 52231, 52232,
 52400,52410,
 52420, 52500,
 52510, 52520,
 52531, 52542,
 52600, 52610,
 52620, 59101,
 59102**

Equilibrated

*53131-53133 incl,
 53221-53223 incl**

16.
 20. (*to**incl)

*52532,52543,
 53131-53133 incl,
 53221-53223 incl**

Dentures

73511, 73521

20.

73360, 73361

MAJOR RESTORATIVE

ALL OTHER PROVINCES

QUEBEC

LEGEND:

- 22. Follow up visits restricted to 3 in the 3 months post insertion, eligible in British Columbia only,
- 23. Restricted to 1 visit in the 3 months post insertion, eligible in British Columbia only.

Partial Upper and Lower Dentures fabricated
- in conjunction with a Denturist

*59201, 59202, 59211, 59212, 59301, 59302, 59511, 59512, 59521, 59522, 59531, 59532**	22.	Not Applicable in Quebec
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Dentures, Complete and Partial in conjunction with a Denturist

58411	22.	Not Applicable in Quebec
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Examination and Diagnosis

58901	23.	Not Applicable in Quebec
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ALL OTHER PROVINCES

MAJOR RESTORATIVE

QUEBEC

LEGEND:

- 16. Reimbursement up to the cost of a standard denture
- 20. Some restrictions apply to the following procedures. **Prior approval strongly recommended.**

	Bridges (Fixed) – pontics	
*62101, 62102, 62103, 62107, 62108, 62501, 62502, 62701-62704 incl**	20 (*to**incl)	*62100, 62502, 62510, 62700, 62701, 62702**
	Bridges (Fixed) – retainers – inlays and onlays	
*67202, 67212, 67302, 67312, 67321, 67322, 67331, 67341**	20 (*to**incl)	*65500, 65510**
	Bridges (Fixed) – repairs	
66111-66113 incl, 66119, 66211-66214 incl, 66219, 66221-66225 incl, 66229, 66301-66304 incl, 66309		66600, 66610, 66620
	Bridges (Fixed) - retainers	
*67121, 67201, 67211, 67217, 67218, 67221, 67301, 67311, 67312, 67317, 67318, 67501, 67502**	20 (*to**incl)	*67100, 67101, 67105, 67107, 67200, 67210, 67410, 67600, 67711-67713 incl, 67721-67723 incl, 69300**
	Bridges (Fixed) – other services	
69201, 69301-69305 incl, 69701, 69702		

ALL OTHER PROVINCES	MAJOR RESTORATIVE	QUEBEC
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LEGEND:

15. Reimbursement up to the cost of non-bonded amalgam/composite core.

	Bonded Core Buildup in Conjunction with Crown	
*21302, 23602**	15. (**to**incl)	Not Applicable in Quebec

	Other Restorative Services	
21301, 23601, 25731-25733 incl, 25741-25743 incl, 25751-25756 incl, 25781-25784 incl, 25789, 29101-29103 incl, 29109, 29301-29303 incl		20161, 25771-25773 incl, 27731-27734 incl, 27739, 29100, 29300, 29501-29503 incl, 29600