

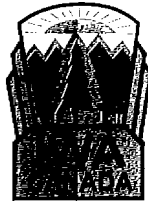
# COLLECTIVE AGREEMENT

BETWEEN



**GREEN FOREST  
LUMBER LIMITED**

AND



**I W A CANADA**  
LOCAL 2995

MAY 1, 1999  
to  
APRIL 30, 2002

11611(02)

COLLECTIVE AGREEMENT

between

GREEN FOREST LUMBER LIMITED  
(hereinafter referred to as "the Company")

and

INDUSTRIAL WOOD & ALLIED WORKERS  
OF CANADA  
(I.W.A. CANADA)  
LOCAL 2995  
(hereinafter referred to as "the Union")

---

TERM:            May 1, 1999  
  
                      to  
  
                      April 30, 2002

ARTICLE 1

MANAGEMENT RIGHTS

1.01           The Union agrees that the Company has the exclusive right and power to manage the plant, to direct the work force and to hire, promote, transfer or lay off employees and to suspend or discharge or otherwise discipline employees for just cause provided that the Company agrees that any exercise of these rights and powers shall be subject to the express provisions of this Agreement.

1.02           The Company reserves any and all of its rights, which have not been modified, limited, restricted, or released in this Agreement.

1.03           The Company agrees to exercise its rights in a manner consistent with the provisions of this Agreement.

ARTICLE 2

DURATION OF AGREEMENT

2.01           This Agreement will become effective as of May 1, 1999 and shall remain in effect until and including the April 30, 2002.

2.02           Either party may, during ninety (90) days prior to the expiry date of this Agreement, give notice in writing to the other party of its desire to commence negotiations with a view to renewing

## INDEX

ARTICLE		PAGE
1	MANAGEMENT RIGHTS	2
2	DURATION OF AGREEMENT	2
3	UNION RECOGNITION	3
4	WAGE RATES AND CLASSIFICATIONS	4
5	NO DISCRIMINATION	5
6	VACATION WITH PAY	6
7	PAID HOLIDAYS	9
8	GRIEVANCE PROCEDURE	11
9	NO STRIKE-NO LOCKOUT	14
10	HEALTH, SAFETY AND WORKING CONDITIONS	14
11	HOURS OF WORK AND OVERTIME	17
12	SENIORITY	21
13	BULLETIN BOARD	29
14	JURY DUTY	29
15	HEALTH AND WELFARE BENEFITS	30
16	BEREAVEMENT LEAVE	34
17	ABSENCE	35
18	TRADES & APPRENTICE	36
19	PRINTING OF COLLECTIVE AGREEMENT	36
20	PAID EDUCATIONAL LEAVE	36
21	INTERPRETATION RETURN TO WORK PROGRAM	37
	APPENDIX "1" CLASSIFICATION AND WAGE RATES	39
	APPENDIX "A", "B" & "C" "Production and Maintenance Shifts"	42
	LETTER OF UNDERSTANDING	47

THIS AGREEMENT entered into this 28th  
Day of October 1999

B E T W E E N :

GREEN FOREST LUMBER LIMITED  
Incorporated under the Laws of the  
Province of Ontario,

(Hereinafter referred to as the "Company")

OF THE FIRST PART,

- and -

INDUSTRIAL WOOD & ALLIED WORKERS  
OF CANADA (I.W.A. CANADA), LOCAL  
2995

(hereinafter referred to as the "Union")

OF THE SECOND PART,

WITNESSETH that the parties hereto  
agree as follows:

The general purpose of this Agreement is to maintain mutually satisfactory relations between the Company and its employees, with respect to safety working conditions, hours of work, wages, the provision of a means for the prompt disposition of grievances for employees, economy of operation, quality and quantity of output and protection of property. It is recognized as a duty of the parties hereto and of all employees to co-operate fully, individually and collectively for the advancement of the conditions set forth herein.

this Agreement.

### ARTICLE 3

#### UNION RECOGNITION

3.01 The Company recognizes the Union as the sole bargaining agency for all employees of the Company in the Town of Chapleau, save and except foremen, persons above the rank of foreman, office and sales staff and students employed during the school vacation period in accordance with the Certificate issued by the Ontario Labour Relations Board, dated December 14, 1990.

3.02 The word "employee" or "employees" wherever used in this Agreement shall mean respectively an employee or employees in the bargaining unit described in Article 3.01 above.

3.03 Supervisory personnel shall not perform work which has normally been a function of an employee in the job classification covered by this Agreement, except when instructing employees or cases which involve physical danger to employees or danger to property or in the form of casual assistance and spell off at coffee breaks and lunch periods.

3.04 The Company will notify the Union in writing within ten (10) days of hiring or terminating any employee.

3.05 It is agreed that Company operations shall not be interrupted as the result of any jurisdictional dispute that may arise between the Union and any other Union affiliated with the C.L.C.

#### ARTICLE 4

##### WAGE RATES AND CLASSIFICATIONS

4.01 The Wage Schedule is attached hereto and forms part of this Agreement.

4.02 An employee who is assigned to a higher rated job classification will be paid the basic hourly rate for such job classification. An employee who is assigned to a lower rated job classification, shall continue to receive his regular basic hourly rate, except in the case of displacement due to a reduction in the work force, or to demotion.

4.03 If a new job classification is established or if an existing job classification is substantially changed, the Company will consult with the Union concerning the nature and scope of the change or of the new classification and the new wage rate assigned thereto prior to the implementation by the Company.

4.04 Effective date of ratification increase to (35¢) cents per hour and May 1, 2000 increase to (40¢) per hour for hours worked by employees who are on swing shifts. Shift differential

will apply to Road Operations employees affected during snow plowing season who, due to weather conditions, are required to start work before 6:30 a.m. The shift differential will be paid only on those hours worked before 6:30 a.m.

## ARTICLE 5

### NO DISCRIMINATION

5.01 Any employee who is now a member in good standing or who becomes or is reinstated as a member of the Union, shall as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement. In the event the Union intends to suspend a member for failure to pay dues, the Company shall be notified by the Union in writing at least seven (7) days before such suspension.

5.02 New employees shall make application to join the Union after ten (10) days of employment. Failure of an employee to comply with the conditions herein shall be cause for immediate termination of employment.

5.03 The Union steward and/or committee members will be permitted to deal with union business on coffee breaks or lunch time, in the Company's lunchrooms.

5.04 The Company shall put employees on checkoff three (3) days after hire or upon return to work and deduct the Union monthly membership



dues from monies due him.

5.05 Remittance of all deductions shall be sent to the Local Union, said remittance to be accompanied by itemized lists in alphabetical order, in duplicate, with names and amounts. The Company will send these lists not later than the end of the following month. For each individual employee who is a member of the Union or becomes a member, the Company will, on his behalf or upon written notice by the Union, pay Union initiation fees or/and monthly membership dues from monies due him.

5.06 The Local Union shall furnish the Company with a list of Local Officers and Representatives and shall amend such list as changes occur.

5.07 The Company will furnish a list of supervisory personnel to the Union office and will amend such list as changes occur. Failure to advise the Union of such changes will not in any way affect the authority of supervisors.

## ARTICLE 6

### VACATION WITH PAY

6.01 An employee with more than six 6 months but less than twelve (12) month seniority may take one (1) week of vacation. At ratification, \$60.00 per week of vacations taken.

6.02 Vacation with pay credits shall be

paid on the following basis:

(a) more than one (1) but less than three (3) years' seniority - four (4%) percent of the gross earnings in the preceding year;

(b) more than three (3) but less than ten (10) years seniority - six (6%) percent of gross earnings in the preceding year;

(c) more than ten (10) but less than twenty-one (21) years seniority - eight (8%) percent of gross earnings in the preceding year;

(d) more than twenty-one (21) but less than thirty (30) years of seniority - ten (10%) percent of gross earnings in the preceding year.

(e) thirty (30) or more years seniority twelve (12%) percent of gross earnings in the preceding year.

(f) Any employee who is over (60) years of age and who has worked for the Company for more than twenty-three (23) years shall receive an additional week of vacation per year with pay at two (2%) percent of gross earnings in the preceding year to age sixty-five (65).

6.03 Each two (2%) percent increment of vacation pay entitles an employee to one (1) week of time off.

6.04 Employees will be expected to take at least two (2) weeks of vacation during the summer vacation shutdown scheduled in July and/or

August except for Maintenance and Road Operations employees.

6.05 An employee who is entitled to vacation time off in excess of the vacation shutdown may take such vacation at a mutually agreeable time upon notice in writing of at least ten (10) days to the supervisor. Available vacation time shall be scheduled in accordance with seniority within the classification having regard to the efficient operation of the mill.

6.06 Vacation for Maintenance and Road Operations employees will be granted at such times as the Company finds most suitable considering the efficiency of its operations, the wishes of the employees, and their seniority.

6.07 Vacation pay will be issued by separate payment for all entitlements as of March 1st, June 30th and November 30th of each year. The vacation pay will be issued to all employees just prior to the scheduled summer vacation shutdown and Christmas break respectively. For Maintenance and Road Operations employees, the Company will provide one (1) additional vacation pay cheque per year, which will be issued when vacation is taken.

6.08 The Company will schedule a one (1) week Christmas shutdown between Christmas and New Years provided the days not covered by paid holidays are made up on a straight time basis, on dates to be mutually agreed upon.

ARTICLE 7PAID HOLIDAYS

7.01 For the purposes of this Agreement, the following days are recognized as paid holidays for all employees who have acquired seniority:

New Year's Day	Civic Holiday
January 2	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

When any of the above holidays falls on Saturday it shall be observed on the preceding Friday and if the holiday falls on Sunday it will be observed on the following Monday or as otherwise mutually agreed.

7.02 The provisions of this Article shall apply to the twenty-four (24) hour period starting at 12:01 a.m. of any such holiday except that when another day is proclaimed in lieu of such holiday such provisions shall apply to such other day and not to the holiday.

7.03 In order to qualify for payment for the above holidays, the employee must have worked on his last scheduled full work day immediately before and his first scheduled full work day immediately following the holiday unless the employee was absent due to a bona fide illness, as evidenced by the certificate of a physician.

7.04 An employee, who qualified for holiday pay in accordance with Article 7.03, shall be paid his regular scheduled daily hours of work at his regular basic hourly rate for each of the above-mentioned paid holidays.

7.05 If an employee, who qualifies for holiday pay in accordance with Article 7.03, is required to work on any of the above-mentioned holidays, such employee shall be paid one and one-half (1-1/2) times his regular basic hourly rate for any authorized time worked on the holiday, in addition to his holiday pay.

7.06 An employee who is on vacation shall be entitled to holiday pay and additional time off for any holidays occurring within such vacation period at a time to be mutually agreed upon.

7.07 In addition to the Paid Holidays listed in Clause 7.01, employees who have accumulated six (6) months seniority will be granted two (2) floating holidays per calendar year to be taken at a time satisfactory to the employee and his supervisor.

An employee who, by reason of layoff, is prevented from taking his floating holiday shall receive pay in lieu of such holiday, during the current year.

7.08 Requests for floating holidays are to be submitted in writing on forms supplied by the Company, five (5) days in advance of the floating holiday with the exception of an emergency

situation. Management will respond within two (2) days of receiving the request.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

8.01 All disputes between employees and the Company shall be settled by the following procedures.

8.02 The Union shall arrange for the election **from** its working membership therein, of a Union Committee of three (3) headed by a Union Steward. The Company shall be notified in writing as to the names of the Union Committee.

8.03 Stage 1

Any grievance arising during the term of this Agreement must be presented for adjustment within two (2) calendar weeks, in writing. A grievance of an employee, shall be taken by the employee, singly or together with the steward and/or Union representative, directly to the employee's foreman and a decision thereon shall be rendered within two (2) days **from** the presentation of the grievance.

8.04 Stage 2

If this decision is not satisfactory to the aggrieved employee, the grievance shall be made in writing, and signed by the aggrieved employee **and/or a** steward, and **shall** be presented to

the Company by himself, or together with the Union steward and/or Union representative, within seven (7) days from the date of the decision under paragraph 8.03 above, and shall be dealt with at a meeting of the steward's committee and management and such decision shall be rendered within seven (7) days or with such further time as may be mutually agreed.

In case of discharge or suspension by the Company of an employee who has acquired seniority, the Company will immediately notify the employee in writing of the reason for the discharge or suspension. A copy of such notice shall be submitted to the Union steward. A grievance arising from a claim by an employee that his discharge or suspension by the Company was unjust or contrary to the terms of this Agreement must be dealt with in writing by both parties and must be presented to the Company no later than ten (10) days after the written notice of the discharge or suspension. The grievance shall be introduced at this stage.

Grievances which involve Company wide interpretation, administration or alleged violation of the Agreement, shall be made in writing, and delivered to the opposite party within ten (10) days of the occurrence on which the grievance is based, and shall be dealt with by representatives of the Company and representatives of the Union, If the matter is not settled within thirty (30) days of notice being received by the opposite party, it shall forthwith be referred to arbitration.

**8.05** Stage 3

In the event that the grievance is not settled in the above manner, it may be referred to arbitration in accordance with the **Labour Relations Act**, and Notice of Processing to Arbitration shall be made on the opposite party within thirty (30) days of the decision rendered under Article 8.04 above.

Nothing contained in this Article shall prevent the parties **from** mutually agreeing to a single arbitrator.

**8.06** Saturdays, Sundays and Holidays shall not be included in any time limits in this Article. The time limits mentioned in this Article may be extended by mutual agreement but otherwise time shall be of the essence. Failure on the part of the **grievor** to comply with time limits shall be deemed to be an abandonment of the grievance.

**8.07** In arbitration, the Company and the Union shall each select one person. These two shall select a third party who shall act as chairman. Either party shall appoint its nominee not later than five (5) days after written notice of the other **party's** nomination. **The** Arbitration Board's decision **shall** be final and binding on both parties to this Agreement. In the event of the failure of the persons selected by the respective parties to select a third party as provided above, they, shall ask the provincial Minister of Labour to appoint a third **party**.

**8.08** It is understood that the **function** of



the Arbitration Board shall be to interpret and apply this Agreement and that it shall deal only with the specific questions as submitted and shall have no power to alter, add to nor amend this Agreement. However, the function of the Arbitration Board shall include the power to consider adjustments to individual job classifications rates under Articles 4.02 and 4.03. The Arbitration Board shall have no power to decide questions involving General Wage Adjustments.

8.09 Arbitration shall be heard at Timmins, Ontario or at a location mutually agreed.

#### ARTICLE 9

#### NO STRIKE NO LOCKOUT

9.01 There shall be no strike, stoppage of work or slow down caused, called or supported by the Union or its members, nor lockouts by the Company during the life of this Agreement.

#### ARTICLE 10

#### HEALTH, SAFETY AND WORKING CONDITIONS

10.01 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the employees and the Union will cooperate fully to promote safe work practices, health

conditions and the enforcement of safety rules and procedures.

**10.02** A Joint Health and Safety Committee composed of three (3) employees selected by the Union and three (3) representatives designated by the Company shall meet at least once every two (2) months or more frequently if requested by three (3) or more members of the Committee. The function of this Committee shall be as prescribed by The Occupational Health and Safety Act, as amended.

The Chairperson of each meeting shall make sufficient copies of the report, in English and French, copies going to the Company's office, the Union's office and plant's bulletin boards.

**10.03** One (1) Company representative and one (1) Union representative of the Joint Health and Safety Committee shall conduct an inspection of the workplace and equipment on a monthly basis. The representatives shall report the results of such inspections to the Joint Health and Safety Committee.

**10.04** The Company will continue to supply on loan all non-personal safety apparels, which it presently supplies at no cost to the employees concerned. Gloves will be supplied on an exchange basis. In addition, effective date of ratification, the Company will pay a work boot subsidy of \$70.00. For employees using a power saw on a steady basis, there will be a forty (\$40.00) dollar subsidy every six months, paid the first

payday in February and August of each year for employees in those positions. The Company will supply raincoats on an exchange basis to Slasher Helper, Log Deck Tender and Chip Car Operator.

For those employees who have to wear prescription safety glasses, the Company will pay effective date of ratification \$150/24 months.

10.05 The Company shall provide emergency First Aid Kits to be adequately located.

10.06 Employees will be paid bi-weekly, on Friday. The pay stub will show the hours of work, total earnings, deductions and seniority date. The annual T-4 slips will show the Union dues paid during the year. The Company will implement a payroll direct deposit plan for all employees. When Friday is payday and a paid holiday, the Company will on a best effort basis, pay the employees on the Thursday, preceding the paid holiday.

10.07 The Company agrees that it will provide free insurance coverage against loss by **fire** of tradesmen's tools normally required by tradesmen to the full value of such tools, while on authorized Company property or work sites.

An employee, who causes a **fire willfully**, or through carelessness, will not be reimbursed for any resultant loss. In order to receive this coverage, tradesmen shall be required to supply to the Company a list of such tools, so that proper coverage can be provided.

Effective date of ratification, upon proof of purchase, the Company shall pay \$400.00 per year as a tool allowance to Millwrights, Mechanics, Filers, Electricians and Mill Handymen. The current practice of replacing broken tools shall continue.

## **ARTICLE 11**

### **HOURS OF WORK AND OVERTIME**

**11.01** The following paragraphs are to describe the hours of work and shall not be construed as a guarantee of work per day or per week unless otherwise specified.

#### Production Operations

(Yard, Slasher, Debarking, Sawing, Dry Kiln and Planer).

**11.02** The regular workweek shall consist of forty **(40)** hours per week, Monday to Friday. The workweek may be amended **from** time to time by mutual agreement.

The new hours of work to be included in a letter of understanding **re: 116** hours of work for schedule in sawmill as attached.

**11.03** A one **(1)** hour unpaid lunch period will be provided each day in the case of a two **(2)** shift operation.

11.04 Paid rest breaks will be provided each day on the following basis:

ten (10) hour shift -(two (2) - fifteen (15) minute breaks)

nine (9) hour shift -(two (2)) - fifteen (15) minute break)

eight (8) hour shift -(two (2) - ten (10) minute breaks)

One (1) hour lunch break at the mid-point of each shift which can be advanced by one (1) hour in case of breakdown.

11.05 Unless agreed otherwise, time worked in excess of eight (8) hours per shift and all hours worked beyond forty (40) hours in a week shall be paid at one and one-half (1½) times his regular basic hourly rate.

11.06 The Company will continue to endeavor to provide for an equitable distribution of overtime assignments amongst the employees subject to the requirements of the work concerned.

#### Maintenance Operation

11.07 The regular work week shall consist of forty (40) hours per week, Sunday to Saturday.

11.08 A one (1) hour unpaid lunch period will be provided each day.

11.09 Paid rest breaks will be provided each day on the following basis:

eleven (11) hour shift - (two (2) - fifteen (15) minute breaks)

ten (10) hour shift - (two (2) - fifteen (15) minute breaks)

nine (9) hour shift - (two (2) - fifteen (15) minute breaks)

eight (8) hour shift - (two (2) - ten (10) minute breaks)

11.10 Unless agreed otherwise, time worked in excess of eight (8) hours per shift and all hours worked beyond forty (40) hours in a week shall be paid at one and one-half (1½) times his regular basic hourly rate.

11.11 The Company will continue to **endeavor** to provide an equitable distribution of overtime assignments amongst Maintenance employees subject to the requirements of the work concerned.

#### Road Operations

11.12 The regular work **week** for an employee shall consist of forty (40) hours per week, **Sunday** to Saturday, at his work site.

11.13 A one-half (½) hour unpaid lunch period will be provided each day.

11.14 Two (2) ten (10) minute paid rest breaks will be provided each day.

11.15 An employee who is transported to and from his work site in a Company vehicle will receive a travel allowance calculated on the following basis:

(a) time in excess of one-half ( $\frac{1}{2}$ ) hour travelling from the Company's yard, or a Company designated location, to his work site will be paid at his regular basic hourly rate; and

(b) time in excess of one-half ( $\frac{1}{2}$ ) hour travelling from the work site to the Company's yard, or a Company designated location, will be paid at his regular basic hourly rate.

11.16 An employee who drives a Company vehicle will be paid from the time he leaves the Company's yard, or a Company designated location, until he returns to such location each day.

11.17 An employee shall be paid one and one-half ( $1\frac{1}{2}$ ) times his regular basic hourly rate for all authorized hours worked in excess of eighty (80) hours in any scheduled two (2) week period, excluding travel time.

11.18 The Company will continue to endeavor to provide for the equitable distribution of overtime assignments amongst the Road Operations employees subject to the requirements of the work concerned.

11.19 An employee who has completed his shift, left the Company premises and is called to return to work will be paid one and one-half (1½) times his regular basic hourly rate for all **authorized** hours worked. The minimum pay will be two and one-half (2½) hours at the one and one-half (1½) times premium and the employee must accept alternate work.

11.20 An employee who presents himself for work and is unable to commence work or is unable to complete his shift for reasons beyond his control, except in cases of machinery breakdown or electrical power failure, shall be paid a minimum of eight (8) hours. To qualify for the above, the employee must remain on the job until told by his supervisor he may leave and must accept other than his normal work if it is offered and must be adequately dressed for the weather to perform the alternate work.

## ARTICLE 12

### SENIORITY

12.01 Notwithstanding anything to the contrary contained in this Agreement, a person, shall be considered to **be** a probationary employee and he shall have no seniority until he has forty-five (45) days worked of continuous service with the Company, at which time he shall become entitled to seniority dating **from** his last hiring with the Company.



**12.02** The Company shall have the right to discharge a probationary employee for any reason and such discharge shall not be the subject of a grievance under this Agreement.

**12.03** The seniority of an employee means the length of his continuous service with the Company since the date of his last hiring by the Company, except as expressly provided herein.

**12.04** The seniority of an employee shall be completely lost and his employment shall be terminated if he:

(a) quits; or

(b) is discharged and not reinstated in accordance with the provisions of this Agreement; or

(c) is absent from work for **three (3)** or more consecutive days without notifying the Company unless he gives a reason satisfactory to the Company for his failure to so notify the Company; or

(d) is laid off by the Company for a period in excess of thirty-six **(36)** months; or

(e) is absent from work due to nonoccupational illness or injury for a period in excess of three **(3)** consecutive days without providing the Company with a medical certificate from a physician as to the reason for such absence;

or

(f) fails to report for work upon being recalled as provided in Article 12.08; or

(g) uses an authorized leave of absence for a purpose other than that for which the leave was granted; or

(h) fails to return to work upon the expiration of an authorized leave of absence; or

(i) reaches the age of sixty-five (65).

12.05 Within four (4) weeks after the date of execution of this Agreement, the Company will prepare a list of employees showing their respective seniority. The list shall be posted and remain for a period of two (2) weeks for the express purpose that any employee may make a complaint as to the correctness of his seniority. At the end of this two (2) week period, the list, including any corrections that have been made, shall become final. The seniority list will be revised and posted once each year during the month of January and a copy will be forwarded to the Union.

#### Layoff and Recall

12.06 (a) For layoffs or reductions in a classification of less than three (3) months, employees affected will be transferred in accordance with seniority to vacant positions they are qualified to perform. It is understood that senior employees

will not be laid off while junior employees remain whose work they are qualified to perform.

Before a senior employee is laid off, he shall be provided with one training period of up to five (5) working days, in order to become qualified for a position held by a junior employee. Where it is apparent that the employee will not reasonably be able to become qualified within the five (5) working days, this provision shall not apply.

(b) If no vacancies exist or if additional reductions are required, a senior employee may bump a junior employee in his own or a lower classification as set out in Appendix "1" whose work he is qualified to perform. Once normal operations resume, the employees will revert back to their original position,

(c) For layoffs or reductions in a classification of more than three (3) months, employees affected may bump a junior employee in his own or a lower rated classification, as set out in Appendix "1" whose work he is qualified to perform or to be trained to perform within five (5) working days or any further time as mutually agreed to between the Company and the Union, In a lay-off situation, the Company will not be required to train for positions of trades persons, lumber grader, bulldozer operator, grader operator, backhoe operator and tracked loader operator.

12.07 The Company intends to supply five (5) days advance written notice to employees who will be laid off except in cases of machinery

breakdown or electrical power failure. The Company will also notify the Steward.

**12.08** It shall be the responsibility of the laid off employee to keep the Company informed concerning his current address and telephone number. Those most recently laid off shall be telephoned, if possible, and sent notices by registered mail to their last address recorded with the Company, stating the work available and the date of recall. Recalls shall be in order of seniority provided the senior employee is qualified to perform the work required or can be trained within five (5) working days to perform the work required. Failure to report for work within ten (10) days of date of mailing of the notice terminates a person's rights for recall.

#### Training and Promotion

**12.09** In selecting an employee for a permanent vacancy, the senior employee will be given preference provided he has the skill, efficiency and ability to meet or to be trained to meet the job requirements within five (5) working days. This time period may be extended by mutual agreement.

**12.10 (a)** The Company will post, on the Bulletin Boards for five (5) days, notices of a permanent job vacancy (i.e., a vacancy, which the Company knows will exceed fifteen (15) days). The Company may make a temporary appointment to such vacant job during the posting period. The initial opening in the Labourer classification resulting from filling a posting shall be filled in accordance with seniority. Thereafter, any subsequent openings

resulting from filling such opening, may be filled by the Company at its discretion. Notwithstanding this Article, it is **recognized** that persons within a classification may be transferred to meet operational requirements for short **term** situations,

(b) In order to be considered for a posted job vacancy an employee must have completed his probationary period under Article 12 and have applied in writing, on forms supplied by the Company, during the five (5) day posting period.

(c) The vacancy will be filled in accordance with the provisions of Article 12.09. An employee accepting the posted job shall be allowed five (5) days in which to qualify or any further time as mutually agreed to by the employee and his Foreman. Failure of the employee to qualify shall entitle him to return to his former job.

(d) An employee who has successfully qualified for the **vacant** job and accepted the position shall not be eligible to apply for a subsequent job posting for a period of six (6) months to an equally paid or lower paid job classification or twelve (12) months where the vacancy filled is the Sawyer/Filer Helper classification.

A steady day job shall be considered a promotion”.

(e) The name of the successful applicant will be posted for five (5) days.

(f) Except as specifically provided in Article 12.1 O(a), if no employee applies for a posted job vacancy, the Company may fill the vacancy with a probationary employee or hire from outside the Company. Labourer classification positions will not be posted.

(g) Temporary vacancies (i.e., a vacancy which the Company knows will exist for fifteen (15) days or less) may be filled at the discretion of the Company.

(h) If a vacancy is caused by an employee's absence due to sickness, injury, disability or an authorized leave of absence and the Company knows such vacancy will exceed fifteen (15) days, such vacancy shall be posted as "Temporary". Only the original vacancy will be posted and thereafter, the resulting open positions will be filled at the discretion of the Company. When the absent employee returns, the employee filling such posted vacancy shall return to his prior job classification.

(i) The Company will endeavor to make training opportunities available to senior employees subject to efficiency of the operation and the practical availability of qualified persons to replace the senior employee during the training period.

#### Technological Change

12.11 Where changes to equipment and procedures may result in the permanent

displacement of employees, the Company will notify the Union as far in advance as is reasonably practicable before such changes are implemented. The parties will discuss the problems arising from such changes and every attempt will be made to agree on methods of providing jobs or re-training for the employees concerned.

#### Transfer

12.12 Nothing in this Agreement shall be construed to preclude the transfer of a person employed by the Company who is included in the category of an employee to a position where he is excluded from such category or vice versa provided that such transfer is consented to by the employee concerned. There shall be deemed to be no break in the seniority of such person or employee, unless the transfer exceeds twelve (12) months.

#### Severance Pay

12.13 An employee with three (3) or more years of continuous service for whom no job is available can, upon termination, elect to receive a severance allowance of one (1) week's pay for each year of employment during his last period of continuous service (up to the date of termination) computed on the basis of forty (40) straight time hours at the employee's regular rate to a maximum of thirty (30) weeks.

It is understood that an employee who chooses to receive his severance allowance will be terminated from his employment waiving his

recall rights pursuant to this Agreement.

### ARTICLE 13

#### BULLETIN BOARDS

13.01 No bills, bulletins, newspapers or other documents shall be posted in or about the premises of the Company by the Union or any employee except as provided for in Article 13.02.

13.02 The Company will provide Bulletin Boards in all work areas mutually agreed upon by the Company and the Union for the use of the Union to post notices of Union affairs. Any such notice shall be submitted to the General Manager, or his designate, for review and approval before being posted.

### ARTICLE 14

#### JURY DUTY

14.01 For an employee who has established seniority in accordance with Article 12 and who is called for jury service or subpoenaed except for arbitration, the Company shall pay, for each day of such service, an allowance equal to the difference between his regularly scheduled hours of work per day and the payment he received for jury services, and/or subpoenaed. The employee will present proof of the service and of pay received therefore when making his claim for such allowance. The employee must report for work upon being released from jury duty or subpoenaed.



ARTICLE 15HEALTH AND WELFARE BENEFITS

15.01 The Company agrees to continue to pay the total cost of premiums for the following benefit plans as described in the Employee Group Insurance Plan for eligible employees who have acquired seniority.

- Life Insurance
- AD & D Insurance
- Dependent Life Insurance

Spouse - \$12,000.00

Child - \$ 7,000.00

- Long Term Disability Benefits

All cost of medical report or doctor certificate requested by the Company or the Insurance Carrier will be paid in full by the Company or the Insurance Carrier.

. Health Insurance

· Dental Care Plan

Major Coverage and Orthodontic, increase maximum to \$2,200.00.

- Vision Care Insurance

Effective date of ratification increase to \$140/24 months. May 1, 2000 increase to \$150/24 months.

#### Weekly Indemnity

The Company will pay the premiums required to establish a Weekly Indemnity Plan. The Plan will provide payments to seventy (70%) percent of the employee's regular straight time weekly earnings, effective date of ratification, five hundred and sixty (\$560.00)/week to commence on the first day in case of non-compensable accident and/or first day in case of hospitalization and the fourth day of absence due to a sickness and will continue for two (2) weeks. The employee must then apply for Employment Insurance for the following fifteen (15) weeks. If the employee does not qualify for E.I. or if the payment is delayed through no fault of the employee, the Company will continue the payments to a maximum of seventeen (17) weeks. When the employee receives payment he shall reimburse the Company.

Effective date of ratification, the Company will reimburse the employee the difference between E.I. and the Weekly Indemnity maximum.

Effective date of ratification, in case of day surgery, the employee will be covered from the first day upon proof thereof.

The Company will pay to a maximum of \$25.00 per medical report or certificate.

15.02 The Company may at any time substitute another carrier for any plan referred to in this Article provided that the benefits conferred are not decreased.

15.03 For an employee who has established one or more years of seniority in accordance with Article 12, the Company will match employee contributions on the following basis:

(a) Effective date of ratification - 200% of the employee's contribution to a maximum employee contribution of seventy (\$70.00) dollars per month.

(b) Effective May 1, 2000 - 200% of the employee's contribution to a maximum employee contribution of eighty (\$80.00) dollars per month.

(c) On April 1 of each year, each employee will be required to notify the Company of the amount he wishes to contribute to the Pension Plan, commencing May 1, 2000 and 2001. The amount indicated by the employee will be locked in for a twelve (12) month period and may only be changed on April 30 of the following year.

The Company shall make its contribution for months in which the employee is actively at work or is on:

- (a) Weekly Indemnity;
- (b) the first twelve (12) months while an employee is on Workplace Safety and Insurance benefits;
- (c) vacation, or;
- (d) jury duty, bereavement leave, maternity leave and apprenticeships provided the employee continues to make his/her contribution.

A committee is to be established with equal representation from the Company and the Union as trustees into the Pension Plan.

All employees shall participate in the Pension Plan.

Upon early retirement and up to age 65, employee shall receive the benefits of the Drug Plan, Life Insurance and the Extended Health Care Plan if the employee agrees to pay the annual premium, payable in one lump sum at the beginning of each year.

Actual Pension Plan to be transferred to a Restricted Access Group R.R.SP. Members cannot redeem any assets until:

- Attainment of age 55
- Retirement
- Termination of employment
- Death
- Permanent disability

Written authorization provided jointly by employer and union.

15.04 All the plans referred to in this Article are governed by the insurance contracts and the eligibility and qualification procedures determined by the carrier.

15.05 The drugs and medicines portion of the Healthcare plan will cover only those drugs, which can be obtained only by means of a prescription from a medical doctor.

15.06 Employees on Long Term Disability shall have coverage for insured fringe benefits for one (1) month for each month of service prior to the commencement of the absence, giving rise to the long-term disability claim.

## ARTICLE 16

### BEREAVEMENT LEAVE

16.01 When death occurs to a member of an employee's family, that is, an employee's father-in-law, mother-in-law, brother, sister, grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grand-child, the employee who has established seniority under Article 12 and is actively employed by the Company will be granted leave and shall be paid for all regular hours lost at straight time rate for twenty-four (24) hours. Forty (40) hours leave with pay will be provided on death of an employee's spouse, children, mother and father. These twenty-four (24) and forty (40) hours must be

taken within seven (7) calendar days of the funeral.

It is understood that for the purpose of this article, step-children by legal marriage will be considered the same as blood relatives. An employee may request additional time off due to the death of a spouse or child, which will not be unreasonably refused.

#### ARTICLE 17

##### ABSENCE

17.01 Where practicable, a leave of absence without pay and without loss of seniority or benefits may be granted at the discretion of the Company to a four (4) consecutive week period, on a request from the employee.

17.02 All requests for leave of absence, (including, leave for Union Educational programs), shall be submitted in writing by the employee to his foreman or his designated alternate for authorization at least five (5) days prior to the commencement of such leave, (except, in the case of emergency) and shall be responded to by the Company in writing, within five (5) days of receipt of such written request.

Any request for Union leave will not be unreasonably denied.

**ARTICLE 18**

**TRADES APPRENTICESHIP PROGRAM**

18.01           The Company will meet with the Union during the term of the Agreement to discuss an apprenticeship program.

**ARTICLE 19**

**PRINTING OF COLLECTIVE AGREEMENT**

19.01           The Company will print it in sufficient numbers within three (3) months of ratification and Union will translate.

**ARTICLE 20**

**PAID EDUCATIONAL LEAVE**

20.01           Effective date of ratification three (.03) cents per regular hour worked for each employee shall be paid to the Union office in order to pay for Educational needs of the members. The above shall be paid on a quarterly basis.

**ARTICLE 21**

**INTERPRETATION**

21.01           For the purposes of interpreting this Agreement, the **masculine** gender, wherever

used herein, shall mean and include the feminine gender.

21.02 Unless otherwise stated, "day" or "days" wherever used herein, shall be deemed not to include Saturdays, Sundays or paid holidays observed by the Company.

### **RETURN TO WORK PROGRAM**

Agreed in principle a local Union-Management Joint Committee would meet in order to **finalize** the details and endorse this agreement to show the commitment of all parties.

IN WITNESS WHEREOF the parties have executed this Agreement in **Chapleau**, Ontario on the day and year **first** above stated.

### **RE: A. & L. LAFRENIERE EMPLOYEES**

- 1) All of the above mentioned employees will fall under the **C.F.P.** Collective Agreement including all changes and amendments negotiated at the renewal of **the May 1, 1996 to April 30, 1999** Collective Agreement.
- 2) End tail seniority
- 3) Probation period – See letter Dated **May 28, 1999**.



Green Forest  
Lumber Limited

I.W.A. Canada Local  
Local 2995

\_\_\_\_\_  
Terry Legge

\_\_\_\_\_  
Damien Roy

\_\_\_\_\_  
Donald Swanson

\_\_\_\_\_  
Roland Laurin

\_\_\_\_\_  
Rémi St. Martin

\_\_\_\_\_  
Eddy Desrochers

\_\_\_\_\_  
Bruno Riopel

\_\_\_\_\_  
Luc Servant

**APPENDIX "1"**  
**CLASSIFICATION AND WAGE RATES**  
**Basic Hourly Rate**

	<b>Effective May 1, 1999</b>	<b>Effective May 1, 2000</b>	<b>Effective May 1, 2001</b>
<u>Weekend Cleanup</u>			
Labourer	\$13.44	\$13.78	\$14.19
Slasher Helper	\$18.37	\$18.83	\$19.40
Haulup Tender			
Log Deck Tender			
Log Chaser			
Bin Tender			
Sticker Tender			
Sawmill Utility			
Clean up			
Strapper			
Watchman			

		40		
<u>Equipment Operator</u>	\$19.10		\$19.58	\$20.17
Bulldozer Operator				
Grader Operator				
Backhoe Operator				
Loader Operator				
Slasher Operator				
Debarker Operator				
Optimizer Operator				
Trimmer Operator				
Chip Car Operator				
Kiln Operator				
Planer Feeder				
Yard Utility				
* Sawmill Utility				
Stacker Operator				
Tilt Hoist Operator				
Warehouse person				
<u>Sawyer/Filer Helper</u>	\$19.77		\$20.26	\$20.87

41

<u>Mill Handyman</u>	\$22.01	\$22.56	\$23.24
<u>Lumber Grader</u>	\$22.02	\$22.57	\$23.25
<u>Trades (Uncertified)</u>	\$22.02	\$22.57	\$23.25
Millwright			
Mechanic			
Filer <u>Head Filer</u>	\$23.12	\$23.70	\$24.41
<u>Electrician (Uncertified)</u>	\$24.64	\$25.26	\$26.02
<u>Premiums</u> (added to Basic Hourly Rate)			
Lead Hand		\$ 1.45	
Charge Hand		\$ 0.50	
Trade Certificate		\$ 1.00	

\* if he/she can competently  
operate the saw lines i.e. Sawyer

**APPENDIX "A"**  
**GREEN FOREST LUMBER**      **10 HOUR PRODUCTION SHIFT**

<b>CREW</b>	<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>	<b>SATURDAY</b>	<b>SUNDAY</b>
Day Shift	7:00 a.m. - 6:00 p.m.	7:00 a.m. - 6:00 p.m.	7:00 a.m. - 6:00 p.m.	7:00 a.m. - 6:00 p.m.	OFF	OFF	OFF
Coffee Breaks *	9:30 a.m. - 9:45 a.m.	9:30 a.m. - 9:45 a.m.	9:30 a.m. - 9:45 a.m.	9:30 a.m. - 9:45 a.m.			
Unpaid lunch (1) hour	12:00 p.m. - 1:00 p.m.	12:00 p.m. - 1:00 p.m.	12:00 p.m. - 1:00 p.m.	12:00 p.m. - 1:00 p.m.			
Coffee Breaks *	3:30 p.m. - 3:45 p.m.	3:30 p.m. - 3:45 p.m.	3:30 p.m. - 3:45 p.m.	3:30 p.m. - 3:45 p.m.			

\* Rotating Coffee Breaks

**10 HOUR PRODUCTION SHIFT**

<b>CREW</b>	<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>	<b>SATURDAY</b>	<b>SUNDAY</b>
Nightshirt	7:00 p.m. - 6:00 a.m.	7:00 p.m. - 6:00 a.m.	7:00 p.m. - 6:00 a.m.	7:00 p.m. - 6:00 a.m.	OFF	OFF	OFF
Coffee Breaks *	9:30 p.m. - 9:45 p.m.	9:30 p.m. - 9:45 p.m.	9:30 p.m. - 9:45 p.m.	9:30 p.m. - 9:45 p.m.			
Unpaid lunch (1) hour	12:00 a.m. - 1:00 a.m.	12:00 a.m. - 1:00 a.m.	12:00 a.m. - 1:00 a.m.	12:00 a.m. - 1:00 a.m.			
Coffee Breaks *	3:30 a.m. - 3:45 a.m.	3:30 a.m. - 3:45 a.m.	3:30 a.m. - 3:45 a.m.	3:30 a.m. - 3:45 a.m.			

\* Rotating Coffee Breaks

APPENDIX "B"  
GREEN FOREST LUMBER      12 HOUR PRODUCTION SHIFT

CREW	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Weekend Shift	OFF	OFF	OFF	OFF	7:00 a.m. - 8:00 p.m.	7:00 a.m. - 8:00 p.m.	7:00 a.m. - 8:00 p.m.
Coffee Breaks *					9:30 a.m. - 9:45 a.m.	9:30 a.m. - 9:45 a.m.	9:30 a.m. - 9:45 a.m.
Lunch #1					12:00 p.m. - 12:30 p.m.	12:00 p.m. - 12:30 p.m.	12:00 p.m. - 12:30 p.m.
Coffee Breaks *					3:00 p.m. - 3:15 p.m.	3:00 p.m. - 3:15 p.m.	3:00 p.m. - 3:15 p.m.
Lunch #2					5:30 p.m. - 6:00 p.m.	5:30 p.m. - 6:00 p.m.	5:30 p.m. - 6:00 p.m.

\* Rotating Coffee Breaks

## APPENDIX "C"

Crew #1

SUN.	MON.	TUES.	WED.	THU.	FRI.	SAT.	SUN.	MON.	TUES.	WED.	THU.	FRI.	SAT.
OFF	OFF	7P - 7A	7P - 7A	7P - 7A	7P - 7A	7P - 7A	7P - 7A	7P - 7A	OFF	OFF	OFF	OFF	OFF

Crew #2

SUN.	MON.	TUES.	WED.	THU.	FRI.	SAT.	SUN.	MON.	TUES.	WED.	THU.	FRI.	SAT.
OFF	OFF	7A - 7P	7A - 7P	7A - 7P	7A - 7P	7A - 7P	7A - 7P	7A - 7P	OFF	OFF	OFF	OFF	OFF

Crew #3

SUN.	MON.	TUES.	WED.	THU.	FRI.	SAT.	SUN.	MON.	TUES.	WED.	THU.	FRI.	SAT.
7A - 7P	7A - 7P	OFF	OFF	OFF	OFF	OFF	OFF	OFF	7P - 7A	7P - 7A	7P - 7A	7P - 7A	7P - 7A

Crew #4

SUN.	MON.	TUES.	WED.	THU.	FRI.	SAT.	SUN.	MON.	TUES.	WED.	THU.	FRI.	SAT.
7P - 7A	7P - 7A	OFF	OFF	OFF	OFF	OFF	OFF	OFF	7A - 7P	7A - 7P	7A - 7P	7A - 7P	7A - 7P



**Filers**

SUN	MON	TUES	WED	THU	FRI	SAT
			9A - 8P	9A - 8P	10A - 9P	10A - 9P
10A - 9P	7A - 6P	7A - 6P	9A - 8P			
	8P - 7A	8P - 7A	8P - 7A	8P - 7A		
		9A - 8P	7A - 6P	7A - 6P	7A - 6P	

**Electricians**

SUN.	MON	TUES.	WED.	THU.	FRI.	SAT.	SUN.	MON.	TUES.	WED.	THU.	FRI.	SAT.
OFF	O F F	7A - 7P	7A - 7P	7A - 7P	7A - 7P	7A - 7P	7A - 7P	7A - 7P	O F F	OFF	OFF	OFF	OFF
OFF	OFF	7P - 7A	7P - 7A	7P - 7A	7P - 7A	7P - 7A	7P - 7A	7P - 7A	OFF	OFF	OFF	OFF	OFF
7A - 7P	7A - 7P	OFF	OFF	OFF	OFF	OFF	OFF	OFF	7A - 7P	7A - 7P	7A - 7P	7A - 7P	7A - 7P
7P - 7A	7P - 7A	OFF	OFF	OFF	OFF	OFF	OFF	O F F	F 7P - 7A	7P - 7A	7A - 7P	7A - 7P	7A - 7P
OFF	7A - 4P	7A - 4P	7A - 4P	7A - 4P	7A - 4P	OFF	OFF	7A - 4P	7A - 4P	7A - 4P	7A - 4P	7A - 4P	OFF

**GREEN FOREST LUMBER LIMITED****AND****I.W.A. CANADA LOCAL 2995****NEW SHIFT SCHEDULE:**

The shift schedules for the ten (10) hour and twelve (12) hour production shifts, and the twelve (12) hour maintenance shift shall be as attached hereto as Appendix A, B and C.

For production purposes this new schedule is on a trial basis of 6 months.

For maintenance purposes this new schedule is on a trial basis of 3 months.

All of the Collective Agreement shall apply except for the changes stipulated below.

Any change to these schedules shall be by mutual agreement.

**Article VI - Vacation with Pay**

Forty hours of work at the employees' regular straight time rate shall be equal to one week of vacation.

**Article VII - Paid Holidays**

If the holiday falls on the employees scheduled work day, he

shall be reimbursed the amount of hours regularly scheduled.

If the holiday falls on a non-working day, the employee shall receive a regular day's pay and shall not be entitled to a day in lieu.

**Article XI - Hours of Work**

**Production: Sawmill**

The hours of work on ten (10) and twelve (12) hour shifts will be as per the attached schedule. On twelve-hour shifts, the work week shall consist of thirty-six (36) hours steady days paid for forty (40).

**Maintenance:**

There will be two fifteen (15) minute coffee breaks and one thirty (30) minutes lunch break on Compaq time.

The Union and, if required, the individual employee, agree to join with the Company in any application to the Director of Employment Standards to obtain permits which may be required to work the schedules contained in Appendix A, B and C. During the lunch break, maintenance employees will be available in case of breakdown or emergency.

**Overtime:**

Overtime shall be paid for any hours worked in excess of the regularly scheduled hours set out in Appendix A, B and C.

**A & L Dry Kiln:**

Will be as per current schedule

**Article XII - Seniority:**

For the purpose of this letter the probationary period shall be (360) hours of work overtime excluded.

12.06 (d) forty (40) hours training to qualify  
12: IO a) b) c) e) 5 days is changed to 7 days

**Article XIV - Jury Duty**

Will mean regular hours worked.

**Article XV - Weekly Indemnity**

Shall commence after, the equivalent of twenty-four (24) hours of absence from work due to sickness.

IN WITNESS WHEREOF the parties have executed this Agreement in Chapleau, Ontario on the day and year first above stated.

Green Forest Lumber  
Limited

I.W.A. Canada Local  
Local 2995

---

Terry Legge

---

Damien Roy

---

Donald Swanson

---

Roland Laurin

---

Rémi St. Martin

---

Eddy Desrochers

---

Bruno Riopel

---

Luc Servant

*Company recently converted  
to Maritime life. No  
booklets available yet. Coverage  
is the same.*

# GROUP INSURANCE PLAN

**WEYERHAEUSER - CHAPLEAU  
UNION EMPLOYEES**



**CANADA LIFE**  
Bringing protection to life

*11/11/11  
11/11/11  
11/11/11*

## TABLE OF CONTENTS

<b>BENEFIT DESCRIPTION .....</b>	<b>1</b>
<b>Life Insurance.....</b>	<b>1</b>
<b>Basic Accident Insurance.....</b>	<b>1</b>
<b>Reductions .....</b>	<b>1</b>
<b>Dependent's Group Life.....</b>	<b>1</b>
<b>Short Term Disability .....</b>	<b>2</b>
<b>Long Term Disability .....</b>	<b>2</b>
<b>Hospital.....</b>	<b>3</b>
<b>Medi-Pack.....</b>	<b>3</b>
<b>Dental.....</b>	<b>3</b>
<b>Survivor Extension.....</b>	<b>4</b>
<b>Changes In Coverage .....</b>	<b>4</b>
<b>Termination of Benefits .....</b>	<b>4</b>
<b>YOUR ELIGIBILITY .....</b>	<b>5</b>
Commencement of Your Coverage .....	5
<b>YOUR ELIGIBLE DEPENDENTS .....</b>	<b>6</b>
Commencement of Your Dependent's Coverage .....	7
<b>GENERAL HEALTH EXCLUSIONS.....</b>	<b>8</b>
<b>TERMINATION OF INSURANCE.....</b>	<b>8</b>
<b>YOUR LIFE INSURANCE BENEFIT .....</b>	<b>9</b>
Waiver of Premium .....	9
Extension of Benefits .....	9
Conversion of Your Life Insurance .....	9
<b>YOUR DEPENDENT'S LIFE INSURANCE BENEFITS .....</b>	<b>10</b>
Waiver of Premium .....	10
Conversion of Your Spouse's Life Insurance .....	10
<b>SHORT TERM DISABILITY BENEFIT .....</b>	<b>11</b>
Exclusions .....	11
Integration of Benefits.....	12
How to Submit a Claim .....	12
<b>LONG TERM DISABILITY BENEFIT .....</b>	<b>13</b>
Definition of Disability .....	13
Waiver of Premium .....	13

<b>Rehabilitation Provision</b> .....	14
<b>Return-to-Work Allowance</b> .....	15
<b>Exclusions</b> .....	17
<b>HOSPITAL BENEFIT</b> .....	19
<b>Exclusion</b> .....	19
<b>Extension of Benefits</b> .....	19
<b>How to Submit a Claim</b> .....	19
<b>MEDI-PACK BENEFIT</b> .....	20
Accidental Dental .....	25
Emergency Treatment .....	26
<b>Exclusions</b> .....	32
Extension of Benefits .....	32
How to Submit a Claim .....	33
How to make an out of province/country claim .....	33
<b>DENTAL BENEFIT</b> .....	34
Assignment of <b>Benefits</b> .....	34
Important Note.....	35
<b>Pre-Authorization For Treatment Over \$500</b> .....	35
Exclusions .....	54
How To Submit a <b>Claim</b> .....	55
<b>COORDINATION OF BENEFITS</b> .....	56
Order of Benefit Determination .....	56
<b>DEFINITIONS</b> .....	57
<b>THIRD PARTY LIABILITY</b> .....	59
<b>PHYSICAL EXAMINATION AND AUTOPSY</b> .....	59
<b>LEGAL ACTION</b> .....	60
<b>PURPOSE OF THIS BOOKLET</b> .....	60
<b>BASIC ACCIDENT INSURANCE</b> .....	61



GROUP INSURANCE PLAN FOR EMPLOYEES OF

MacMillan **Bloedel** Eastern Operations

Group Life & Health Insurance Policy **GH. 63347**

Division: **0002 Weyerhaeuser - Chapleau - Union Employees**

The following outlines the benefits available from November 1st, 1999. Please check your group certificate for the coverage applicable to you.

BENEFIT DESCRIPTION

Life Insurance

<u>Class(es)</u>	<u>Amount of Insurance</u>
C, CS, CX	200% of annual earnings, to a maximum of \$200,000

Any amount of Life Insurance which is not an integral multiple of \$1,000 will be rounded to the next \$1,000.

Basic Accident Insurance

(This benefit is underwritten by UNUM Canada.)

You are insured for the following amount of the Principal Sum (which includes Accidental Death, Dismemberment, Loss of Speech and/or Hearing, Paralysis (200%) and Loss of Use):

2 times annual earnings, rounded to the next higher \$1,000 (if not already a multiple thereof), to a maximum of \$200,000.

Reductions

Life Insurance will reduce 50% at age 65 and will terminate at age 71, or date of retirement if earlier.

Dependent's Group Life

Spouse:	\$12,000
Each Child:	\$7,000

Benefits for children commence 14 days after birth.

Short Term Disability  
(Not applicable to an Employee who retires prior to age 65.)

<u>Class(es)</u>	<u>Amount of Insurance</u>
C, CS, CX	70% of Weekly Earnings to a maximum weekly benefit of \$560

Any amount which is not an integral multiple of \$1.00 will be rounded to the next \$1.00.

Benefit payments are taxable. Income Tax will be withheld at source based on Personal Exemption.

Benefits are payable immediately if due to an accident and after the 3rd normal working day if due to sickness up to a maximum of 2 weeks. However, if you become confined in a Licensed Hospital you will be considered to have completed the elimination period the day before such confinement begins.

No benefits will be payable by Canada Life from the 15th day of disability to the end of the 17th week of disability.

Long Term Disability  
(Not applicable to an Employee who retires prior to age 65.)

<u>Class(es)</u>	<u>Amount of Insurance</u>
C, CS, CX	60% of monthly earnings to a maximum monthly benefit of \$3,000

Any amount which is not an integral multiple of \$1.00 will be rounded to the next \$1.00.

Benefit payments are taxable. Income Tax will be withheld at source based on Personal Exemption.

Benefits are paid monthly in arrears after an elimination period of 120 days and terminate on the earlier of your cessation of disability, death, or attainment of age 65, except if you are age 64 or over when disabled you will receive 12 months of payment provided you remain totally disabled.

### Hospital

Hospital accommodation is the difference between the public ward allowance under the Provincial Hospital Plan and the private room rate in a Licensed Hospital.

### Medi-Pack

Your deductible per calendar year is nil,

Reimbursement is 100% of insured charges.

### Dental

(Not applicable to an Employee who retires prior to age 65.)

Canada Life will pay on the basis of each year's Dental Association Suggested Schedule of Fees for General Practitioners as of the 1st of the month following the month in which Canada Life receives the new Schedule.

Your deductible per calendar year is nil and your dependent family deductible is nil.

#### Basic Services

Reimbursement is 100% of Insured Charges.

#### Major Restorative

Reimbursement is 60% of Insured Charges.

The overall maximum is unlimited per person in any calendar year.

#### Orthodontics

Reimbursement is 60% of Insured Charges.

Maximum is \$2,200 in the lifetime per dependent child.

### Survivor Extension

In the case of your death, Hospital, Medi-Pack and Dental coverage, if applicable, will be extended to your eligible dependents until the earlier of the date your spouse remarries or the date of the second anniversary of your death.

### Changes In Coverage

Changes in coverage due to reclassification dependency status or gross salary will take effect on the date of the change. You must be actively at work in order for your insurance to increase. In order for the change in benefit to occur, Canada Life must also be properly notified by the Employer.

Canada Life will provide a revised certificate outlining your new coverage. Please check each new certificate for accuracy.

### Termination of Benefits

Long Term Disability benefits terminate on your 65th birthday.

Employees who retire on or after age 65:

Short Term Disability, Medi-Pack, Hospital and Dental terminate on the date of your retirement.

All other benefits terminate at age 71.

Employees who retire prior to age 65:

All benefits terminate at age 65.

## YOUR ELIGIBILITY

You are eligible to be insured on the first day following 360 hours of continuous employment. This is provided you work at least 36 hours per week on a regular basis.

### Commencement of Your Coverage

The date you will become covered depends on the date your application is completed, and your eligibility date:

#### Application Completed

On or before your Eligibility Date.

Within 30 days after your Eligibility Date.

More than 30 days after your Eligibility Date.

#### Commencement of Coverage

Your Eligibility Date.

The date your application is completed.

The date Canada Life has in writing either approved evidence of your good health or waived such requirement.

If you are not Actively at Work on the date your coverage should commence, you will be covered when you return to work.

## YOUR ELIGIBLE DEPENDENTS

Dependents eligible for benefits are either your spouse or common-law spouse and each unmarried child, step-child or common-law child who is under 21 years of age or under 25 years of age if attending an accredited educational institute, college or university on a full-time basis. Anyone who is in full-time service in any naval, *military* or air force will not be eligible as dependents.

The attainment of any maximum age specified above will not terminate the coverage on **your** dependent child if at the time your child is incapable of self-support due to mental retardation or physical handicap and relies upon you for support and maintenance.

A dependent who resides outside of Canada and the United States of America is not eligible for benefits.

### Commencement of Your Dependent's Coverage

Your dependent coverage will commence on the same date as your coverage if you request dependent coverage on your application. If you complete your application more than 30 days after your eligibility date, evidence of your dependent's good health may also be required.

If you have no dependents when you become covered and later acquire a dependent, you must complete an application for coverage. The earliest date this coverage will commence depends on the date the application is completed:

<u>Application Completed</u>	<u>Commencement of Coverage</u>
Within 30 days after you acquire the dependent.	The date the application is completed.
More than 30 days after you acquire the dependent.	The date Canada Life has in writing either approved evidence of your good health or waived such requirement.

Once you have dependent coverage, an additional child will automatically become insured on the date the child qualifies as your dependent. Notification is required if additional dependents are acquired.

If your dependent other than a new-born is confined in a hospital when coverage should commence, coverage will not begin until your dependent's discharge.

You must complete a new application if you wish to add or change a legally married or common-law spouse.

R58-10/87

### GENERAL HEALTH EXCLUSIONS

No amount of benefit will be payable for any charge that resulted either directly or indirectly from, or was in any manner or degree associated with, or occasioned by, any one or more of the following:

- a) intentionally self-inflicted injury while sane or insane,
- b) war, insurrection or hostilities of any kind whether or not you or your dependent were a participant in such action,
- c) participation in a riot or civil commotion,
- d) committing or attempting to commit a criminal offence or provoking an assault.

Additional exclusions are found under the respective Benefit Descriptions in this booklet.

### TERMINATION OF INSURANCE

You are no longer insured from the date your employment terminates or the policy terminates.

Insurance may terminate on the last day of the month that follows the month you began a temporary lay-off.

Insurance terminates the day before you enter service in any naval, military or air force.

For benefits on termination see Conversion of Your Life Insurance under your Life Insurance Benefit and Extension of Benefits on termination of employment following the health benefit description.



## YOUR LIFE INSURANCE BENEFIT

Your named beneficiary will be paid a lump sum amount in the case of your death. You may appoint one or more beneficiaries or change your appointment at any time by completing a change in Beneficiary Designation Form obtained from your employer. Any amount of coverage for which there is no beneficiary will be payable to your estate.

### Waiver of Premium

Coverage on your life will continue if you become **totally** disabled for at least 6 consecutive months or the period until your claim is admitted under a Group Long Term Disability Income Benefit with Canada Life. You must become disabled while covered before your 65th birthday. No premium payments will be required as of the date of disability.

This coverage will terminate without conversion privileges on your 65th birthday.

Totally Disabled means your complete inability to engage in any gainful occupation for which you are reasonably fitted by education, training, experience or admittance under a Group Long Term Disability Income Benefit with Canada Life. Canada Life must receive initial proof that you are totally disabled no later than 12 months after the date of disability.

### Extension of Benefits

The termination of the policy will not affect the continuation of your coverage under the Waiver of Premium provision.

### Conversion of Your Life Insurance

You may convert your Group Life Coverage to an Individual Life Policy **upon** termination of your employment or termination of the policy. You must be under age 65 to convert but evidence of **good** health is not required. The policy may be a One Year Term Plan or a Level Term to 65 Plan that Canada Life then issues. For limits on the amount of coverage that may be selected please see your employer. It may not include any provision for disability, accidental death or other special benefit.

An application and the first premium due for the individual policy must be received by Canada Life within 31 days after the termination of your group coverage. In the case of your death during this 31 day period, the amount of coverage, subject to any limits, will be paid to your named beneficiary.

C03-10/87

## YOUR DEPENDENT'S LIFE INSURANCE BENEFITS

You will be paid a lump sum amount, if living, otherwise your estate, in the case of your insured dependent's death.

If you have no Basic Group Life Insurance coverage in effect under the Plan, or are retired your dependents are not eligible for this benefit.

### Waiver of Premium

Your dependent will continue to be insured if your premiums are being waived. During such period, no premium payment will be required for this benefit. No additional dependent may become insured and there may not be any increases in the amount of insurance on your covered dependents.

### Conversion of Your Spouse's Life Insurance

You, if living, otherwise your spouse, may ask Canada Life to issue an Individual Life Policy upon termination of your employment, death, or termination of the policy. Evidence of good health is not required. The policy for your spouse may be a one year Term Plan or a level Term to 65 Plan that Canada Life then issues. For limits on the amount of insurance that may be selected please see your employer. The policy may not include any provision for disability, accidental death or other special benefit.

There is no provision for the conversion of the Group Life Insurance on an Insured child.

An application and the first premium due for the Individual Policy must be received by Canada Life within 31 days after the termination of your group coverage. In the case of your spouse's death during this 31 day period, the amount of insurance, subject to any limits, will be paid to you.

C06-10/87

## SHORT TERM DISABILITY BENEFIT

You will be paid one-fifth of the benefit for each full day if you become unable to perform the essential duties of your regular occupation while insured as a result of injury, disease, pregnancy, illness or mental disorder. Benefits are paid only if you are under the continuing care of a legally licensed physician or surgeon.

The maximum number of weekly payments will be applied separately to each continuous period of disability. A continuous period of disability means all periods of disability due to the same or related cause except if separated by more than 14 days during which you are not disabled.

### Exclusions

These exclusions are in addition to those described under General Health Exclusions:

- e) The period during which you are on leave of absence, including Pregnancy Leave of Absence. If you become disabled while on leave of absence, the leave of absence will be deemed to end on the day before the date on which you are scheduled to return to work.
- f) Any period while you are permanently or temporarily outside of Canada and the United States. If you become disabled, your disability will be deemed to commence on the date you return to Canada or the United States.
- g) Any period that you are offered an alternative job for which you are reasonably suited, and capable of performing.
- h) Any period you refuse to participate in a rehabilitative program offered by Canada Life or you refuse a rehabilitative job offered to you for which you are reasonably suited unless your disability prevents you from participating in such program or from performing the duties of such jobs.
- i) Any period that you are engaged in any business or occupation.

### integration of Benefits

Your benefits will be reduced by income replacement benefits to which you are entitled to receive under any provincial motor vehicle accident insurance plan if the benefits payable under the EI Act are not taken into account when determining the amount of benefits payable under the provincial plan. If you have not applied, or applied and have not received notice, Canada Life will estimate your benefits until they receive written notice that your application has been declined.

### Return-to-Work Allowance

If you are able to return to your regular occupation or any other occupation on a part-time basis or are participating in a rehabilitation program provided the program has been approved in advance by Canada Life, in writing, Canada Life will continue to pay Benefits while you are not able to return to your regular or any other occupation on a full-time basis because of the Disability.

In no event will Benefit payments be paid beyond the date you would otherwise cease to receive Benefits.

The amount of the Benefit payments payable to you will be the amount of Benefit payable to you with reductions as follows:

During your return to work, or participation in a rehabilitation program, to the extent necessary so that the total of the weekly income you are receiving from (i) this Benefit provision, (ii) the sources described in the preceding integration of Benefits section and (iii) the income you are receiving from your employment, does not exceed 100% of your weekly earnings in effect immediately prior to such disability.

### Extension of Benefits

If you are disabled at the time of termination of employment or cancellation of the plan, your payments will continue to be paid for that one period of disability, provided you are entitled to this benefit.

### How to Submit a Claim

Claim Forms are available from your employer. This form must be completed in full and submitted immediately but no later than 90 days after the commencement of disability.

If the Group Insurance Policy terminates, no payment will be made for any claim unless proof is submitted within 90 days of the termination date.

MI 1-10/87

## LONG TERM DISABILITY BENEFIT

You will be paid a monthly amount based on your pre-disability monthly income after the elimination period of 120 days if you become disabled while insured.

Benefits are paid only if you are under the continuing care of a legally licensed physician or surgeon. For a disability arising from any medical condition, you must be receiving appropriate treatment as agreed upon by Canada Life and your treating physician. We reserve the right to seek and accept an independent medical opinion from a physician specialized in the treatment of the medical condition.

You must be disabled for a continuous period due to the same or related causes. A continuous period of disability includes all periods which are not separated by more than 30 days during the elimination period or six consecutive months after the elimination period.

### Definition of Disability

Disabled and Disability means that due to injury, disease, illness, pregnancy or mental disorder you are not able to perform the essential duties of your regular occupation with your Employer or with any other Employer, during the first 24 months of payment. Thereafter, it means that you are not able to perform the duties of your regular or any other occupation for which you are reasonably fitted by education, training or experience, or which you could reasonably acquire the skills needed to become suited for any such occupation and you are not able to earn the percentage of your Pre-Disability Monthly Earnings, as used to determine your Monthly Benefit.

### Waiver of Premium

Canada Life will waive the premium payments while you are receiving benefits from the date of disability.

### Rehabilitation Provision

To help you recover while still receiving payments, you may engage in a Canada Life approved rehabilitation program. You may satisfy the elimination period while engaged in such program.

If you receive an income under the Rehabilitation program, the amount of your Benefit payable to you will be reduced according to the Return-to-Work Allowance Section.

Your Benefit payments will be stopped on the earlier of the following dates:

1. The date you cease to participate in the program or your 65th birthday if earlier.
2. The date you cease to be disabled.
3. The date you would otherwise cease to receive benefits.

Canada Life will pay expenses incurred by you, other than usual employment expenses, for services and equipment associated with an approved rehabilitation program. The expenses must be approved in advance by Canada Life in writing.

**Return-to-Work Allowance**

If you are able to return to your regular occupation or any other occupation on a part-time basis under a program pre-approved by Canada Life or you are participating in a Rehabilitation program in accordance with the Rehabilitation section, Canada Life will continue to pay Benefits while you are not able to return to your regular or any other occupation on a full-time basis because of your Disability.

In no event will Benefits be paid beyond the date you would otherwise cease to receive Benefits.

The amount of the Benefit payments payable to you will be the amount of Benefit reduced as follows:

1. During the first 12 months of your return to work, or participation in a Rehabilitation program, so that the total of the monthly income you are receiving from (i) this policy, (ii) the sources described in the Integration section, and (iii) the gross income you are receiving each month from your employment, does not exceed 100% of your Pre-disability Monthly Earnings.
2. After you have returned to work or participated in a Rehabilitation program for 12 months, so that the total of the monthly income you are receiving from (i) this policy, using the following formula, (ii) the sources described in the Integration section, and (iii) the gross income you are receiving each month from your employment, does not exceed 100% of your Pre-disability Monthly Earnings.

$$\frac{A-B \quad x \quad C}{A}$$

A = Your Pre-Disability Monthly earnings

B = Your Monthly earnings received while you are disabled.

C = Your benefit as figured above, but not including adjustments with any Cost of Living Adjustment.

## Integration of Benefits

Benefits will be reduced by payments you are entitled to receive under the Workers' Compensation Act, and the Canada/Quebec Pension Plan, a plan in another country for which there is a reciprocal agreement with the Canada Pension Plan or Quebec Pension Plan (excluding additional benefits payable for any family member plus subsequent cost of living increases), any other employment income other than described in the Return to Work Allowance section, or any income replacement benefits you are entitled to receive under a provincial motor vehicle accident insurance plan. If you have not applied or applied and have not received notice, Canada Life will estimate your benefits until they receive written notice that your application has been approved or declined.

If necessary, benefits will be further reduced so that your total monthly gross income from all sources is not more than 85% of your gross pre-disability monthly income. Income from all sources includes:

- a) Canada Life's disability benefit.
- b) Any indemnity payable to you under any Workers' Compensation Act or similar legislation.
- c) Any disability benefits under the Canada/Quebec Pension plan or a plan in another country for which there is a reciprocal agreement, including additional benefits payable for any family member plus subsequent cost of living increases.
- d) Any income replacement benefits which you are entitled to receive under any Provincial motor vehicle accident insurance plan if the benefits payable under the EI Act are not taken into account when determining the amount of benefits payable under the provincial plan.
- e) Any indemnity for loss of time payable to you under an insured or uninsured plan which covers you on a group basis, including a professional or other association type plan.
- f) Any continuation of salary from your employer.
- g) Any benefits received under any retirement or pension plan of your employer.
- h) Any damages for loss of income recovered from a third party and arising out of the same circumstances that caused your disability.
- i) Any income from any employment other than as described in the other sections.



### Exclusions

The following exclusions are in addition to those described in the General Health Exclusions. No benefits will be paid with respect to the disability

- e) during the period which you are on leave of absence, including Pregnancy Leave of Absence. If you become disabled while on leave of absence, the leave of absence will be deemed to end on the day before the date on which you are scheduled to return to work.
- f) during any period while you are permanently or temporarily outside of Canada and the United States unless approved in advance by Canada Life. If you become disabled, your disability will be deemed to commence on the date you return to Canada or the United States.
- g) during any period you refuse to participate in a rehabilitative program offered by Canada Life or you refuse a rehabilitative job offered to you for which you are reasonably suited unless your disability prevents you from participating in such program or from performing the duties of such job.
- h) if you refuse or fail to undergo medical, psychiatric or psychological treatment or participate in a rehabilitation program or substance abuse treatment program, considered beneficial to you as recommended by Canada Life and your physician.
- i) for any period that you are incarcerated in a jail, prison, mental institution or other correctional facility, due to a Criminal Code Offence.
- j) for any disability that occurs while you are operating a motor vehicle or you have the care or control of a motor vehicle, whether it is in motion or not, and
  - (i) your ability to operate the motor vehicle is impaired by alcohol or a drug, or
  - (ii) your blood alcohol concentration is in excess of 80 milligrams of alcohol per 100 millilitres of blood.
- k) for any period you are engaged in any business or occupation, other than as approved under Rehabilitation and Return to Work Allowance section,
- l) for any period that you refuse an alternate job offered by your company for which you are reasonably suited, unless your disability prevents you from performing the duties of the alternate job.

### Extension of Benefits

If you are disabled at the time of termination of employment or cancellation of the plan, your payments will continue to be paid for that one period of disability, provided you are entitled to this benefit.

### How to Submit a Claim

Claim Forms are available from your employer. This form must be completed in full and submitted immediately but no later than 90 days after the elimination period. It is in your best interest to submit your claim as soon as possible since it helps to ensure prompt payment.

If the Group Insurance Policy terminates, no payment will be made for any claim unless proof is submitted within 90 days of the termination date.

RI6-04/90

## HOSPITAL BENEFIT

You will be paid the difference between the public ward allowance under the Provincial Hospital Plan and the private charge for each day you or your dependent is confined to a Licensed Hospital due to injury, disease, illness, mental disorder or pregnancy.

### Exclusion

This exclusion is in addition to those described under General Health Exclusions:

- e) any cause which entitles you or your dependent to apply for and receive indemnity or compensation under any Workers' Compensation Act

### Extension of **Benefits**

If you or your dependent are disabled at the time of termination of your employment, hospital charges as a result of such disability will continue to be paid up to 90 days, provided the benefit remains in force.

### How to Submit a Claim

Claim Forms are available from the hospital in which treatment is rendered. This form **must** be completed in full and submitted within 180 days after the end of the calendar year in which the claim was incurred.

If the Group Insurance Policy terminates, no payment will be made for any claim unless proof is submitted within 90 days of the termination date.

C22-10/87

## MEDI-PACK BENEFIT

You will be paid for any of the charges incurred by you or your dependent provided that the charge meets all of the following conditions.

1. It is medically necessary for the treatment of bodily injury, illness or disease.
2. It is reasonable and customary.
3. It is recommended and authorized by a physician or surgeon legally licensed to practise medicine.
4. Payment for services covered under this plan is not prohibited by the Provincial Government (plan) in your province of residence.
5. It is not more than the difference between the actual cost of the charge and the amount you are entitled to apply for and receive under any Government Sponsored plan in your province of residence.

## Drugs

Drugs and serums that can only be obtained through a written prescription and certain life-supporting, non-prescription drugs, (for example: insulin and nitroglycerin) approved by Canada Life, provided such drugs were prescribed through a written prescription by a physician, surgeon, or dentist and disposable syringes, disposable needles, lancets and chemical reagent testing materials for monitoring diabetes. The following items are not covered whether or not they have been prescribed for medical reasons:

- drugs which do not legally require a prescription
- drugs not approved for legal sale to the general public
- vitamins (except injectables), minerals, food substitutes, health foods and dietary supplements such as proteins, infant food, formula
- medical soaps and creams, cosmetics, shampoos, skin-lotions, eye and contact-lens solutions, mouth washes
- cough and cold preparations, antihistamines
- laxatives, antidiarrhals (with approved exceptions)
- products commonly considered household remedies
- anti-obesity treatments
- nicotine resin containing products
- preventative immunization vaccines and toxoids
- hair growth stimulants

## Drug Reimbursement

Reimbursement of drugs for any one prescription may be limited to:

- 30 days supply for therapeutic medications
- 90 days supply for maintenance medications
- 3 months supply for birth control pills

Fertility drugs are limited to one period of 6 menstrual cycles per lifetime.

### Nursing Care

The set-vices of a registered nurse or registered nursing assistant at your residence up to an individual maximum of \$10,000 per calendar year; subject to prior approval by Canada Life.

From January 1st coincident with or next following you or your dependent's 65th birthday, the maximum payable is \$25,000 lifetime.

Note: The services will not be considered as eligible expenses while you or your dependent are residing in a nursing home, home for the aged, rest home or any other facility providing similar care, or confined in a Licensed Hospital.

Payment will not be made for services which are for custodial care and do not require the skill of a registered nurse or registered nursing assistant.

The services will not be considered as eligible expenses if the RN or RNA is normally resident in your home.

### Ambulance

Licensed ambulance or other emergency service, when medically necessary, to transport you or your dependent from the place where injury, disease, illness, pregnancy or mental disorder is suffered to the nearest hospital where adequate treatment can be rendered, from one hospital to another, and from a hospital to your residence.

Charges for the fare of one attendant to accompany you or your dependent if transportation is not provided by a licensed ambulance service.

### Aids, Services & Supplies

Charges incurred in the Canadian Province or Territory in which you or your dependent are resident for (i) services furnished by a Licensed Hospital and (ii) supplies which are obtained from an out-patient department of a Licensed Hospital or a surgical supply company, while you or your dependent are not confined to the Hospital.

Purchase of braces, crutches, artificial limbs or eyes and prosthetic devices approved by Canada Life.

An initial pair of frames and one corrective prosthetic lens, for each eye, that is prescribed after cataract surgery.

An initial breast prosthesis following a mastectomy plus a replacement every two calendar years and two surgical brassieres per calendar year.

Rental of a wheelchair, hospital bed including mattresses or other approved durable equipment for temporary therapeutic use. This equipment may be purchased subject to Canada Life's approval prior to the purchase.

Oxygen,

Custom made Orthopaedic shoes prescribed by a podiatrist or physician up to a maximum of one pair per calendar year. Modifications to any shoes will not be payable.

Two pairs of surgical stockings per calendar year.

Wigs and hairpieces purchased as a result of chemotherapy/radiation therapy up to a lifetime maximum of \$100. We will also reimburse up to \$250 lifetime for wigs purchased due to total hair loss from Alopecia Totalis.

The following are examples of items that are payable if they are recommended and authorized by a physician or surgeon legally licensed to practise medicine and approved by Canada Life:

glucometers, tens machine (chronic pain), crutches, casts, mozes detectors, apnea monitor, diabetic supplies, canes, grab bars, walker, colostomy supplies, aerochambers, oxygen equipment, compressors and braces.

The following are examples of items that are not payable whether or not they have been recommended by a physician or surgeon:

orthotics(foot), craftmatic or lifestyle beds, mattresses (except standard mattress with approved hospital bed), humidifiers, air conditioners or air purifiers, exercise machines or programs, home/automobile modifications (ex: ramps, lifts), breast pumps, contraceptive devices and spermicides/diaphragms/condoms, blood pressure kit, and obusforme/orthopaedic pillows.

C28-12/91



### Accidental Dental

Charges by a legally licensed dentist for dental treatment of injuries to natural teeth, or replacement of natural teeth, for accidents suffered by you or your dependent while insured under this benefit.

The charge will be subject to all of the following conditions:

the treatment is necessitated by a direct accidental blow to the mouth and not by an object or food placed wittingly or unwittingly in the mouth.

the accidental blow occurs while the person is insured

the treatment is received within twelve months after the accidental blow.

the treatment is the least expensive that will provide a professionally adequate treatment.

no payment will be made for any part of the charge which exceeds the amount shown for the treatment in the current Dental Association Schedule of Fees for General Practitioners in your province of residence.

if treatment is to be received more than 90 days after the accidental blow, a treatment plan must be submitted to Canada Life within 90 days of the accident.

### Emergency Treatment

(Not applicable to an Employee who retires prior to age 65.)

The following Emergency treatment required by you or your dependent while temporarily absent from your Province or Territory of residence because of business or vacation and not for health reasons will be reimbursed at 100%.

Room and board in a Licensed Hospital up to the hospital's standard ward rate for each day of confinement.

Hospital services and supplies furnished by a Licensed Hospital

Diagnosis and treatment by a physician or surgeon legally licensed to practise medicine.

The Travel Assistance provider must be notified within 48 hours, or when reasonably possible, following an Emergency. Claims may be denied or reduced if contact is not made with the Travel Assistance provider within 48 hours of admission to Hospital.

If in the opinion of a physician or the Travel Assistance provider the patient can be returned home or to another facility for immediate or continuing treatment and you or your dependent chooses not to for whatever reason, coverage under this Charge will terminate.

"Hospital" means an institution having diagnostic facilities that provides active, chronic care or emergency treatment with physicians and registered nurses in attendance 24 hours a day and is licensed by the appropriate governmental authority. It does not include an institution providing convalescent care, a nursing home for the aged, a rest home or any other facility providing similar care.

Note: If you are travelling and require medical care, please contact the Assistance Centre using the telephone number on the Travel Assistance card.

**Travel Assistance Benefit**

(Not applicable to an Employee who retires prior to age 65.)

The following services with respect to medical and personal emergencies required by you or your dependent while temporarily absent from **your** Province or Territory of residence because of business or vacation and not for health reasons.

- on the spot medical assistance
- emergency medical payments
- telephone interpretation service
- medical evacuation
- assistance with lost documents or luggage
- return of dependent children or a travelling companion
- visit of a family member
- transmission and retention of urgent messages
- help to locate Embassy or Consulate services
- assistance in the event of death to transport the remains
- return of a vehicle to your home or nearest rental agency

Note: For specific details, please refer to your Canada Life Travel Assistance brochure which can be obtained through your employer.

### Referral Benefit

Charges for the following services provided in Canada and the United States but outside your province or territory of residence if they are not available in your province or territory of residence and are performed on the written referral of a physician or surgeon regularly attending you or your dependents in your province or territory of residence.

1. Room and board in a Licensed Hospital up to the hospital's standard ward rate for each day that you or your dependents are confined in the hospital.
2. Hospital services and supplies furnished by a Licensed Hospital,
3. Diagnosis and treatment by a physician or surgeon legally licensed to practise medicine.

Full details of the services to be provided must be submitted by the referring doctor to, and approved in advance by, Canada Life.

The maximum amount payable under this provision with respect to you or your dependents during your lifetime will be \$10,000.

**Diagnostic Test**

Diagnostic tests, radium treatments and X-ray examinations, excluding dental X-rays, that are incurred in the Canadian Province or Territory in which you or your dependent are resident.

**S p e e c h**

The services of a registered speech therapist, who is not normally resident in the insured person's home, up to an individual maximum of \$300 per calendar year.

**Clinical Psychology**

The services, personally performed, by a registered clinical psychologist registered in the province where the services are rendered, up to an individual maximum of \$300 per calendar year.

These services will not be considered as eligible expenses if the registered clinical psychologist is normally resident in your home.

**Hearing Aids**

The purchase of hearing aids and repairs, excluding batteries, up to an individual maximum of \$700 in five consecutive years.

## Vision Care

Prescription eye glasses or contact lenses and the fittings of such eyewear for the purpose of correcting vision are subject to a combined maximum of \$140 in any two consecutive calendar years.(Not subject to the deductible).

An eye examination (including eye refractions) in two consecutive calendar years for each individual age 21 or over and in each calendar year for individuals under 21 years.

A pair of contact lenses up to a lifetime maximum of \$200 if visual acuity is improved to at least a 20/40 level and this level of acuity is not possible through wearing eye glasses accompanied by a letter of verification. Otherwise, contact lenses are subject to the maximum as stated for eye glasses.

Note: All charges must be recommended or approved by a legally licensed physician, surgeon, optometrist or ophthalmologist.

Services received in Canada for visual training and remedial exercises subject to 50% reimbursement, regardless of the benefit maximum. Diagnosis and treatment received in Canada for accidental injury or disease to eyes.

All claims must be supported by an official receipt indicating name of patient and the date the eyewear was received.

C31-10/87

**Paramedical Services**

The maximum amount payable per classification of practitioner is \$300 in any calendar year.

Laboratory tests and X-ray examinations recommended or approved by a legally licensed chiropractor, osteopath, chiropodist or podiatrist.

The services of any of these legally licensed classification of practitioners:

Chiropractors

Osteopaths

Chiropodists or Podiatrists

Naturopaths

Masseurs

Physiotherapists

The maximum charge for each treatment will be as determined by the Schedule of Fees approved by the Association of which the practitioner is a member, and where there is no approved Schedule of Fees, an amount as determined by Canada Life.

If you live in Ontario, no payment for chiropractic or podiatrists expenses will be made until you or your dependent reach the annual OHIP maximum for such services.

### Exclusions

These exclusions are in addition to those described under General Health Exclusions:

- e) any cause which entitles you or your dependent to apply for and receive indemnity or compensation under the Workers' Compensation Act
- f) an examination by, or the services of, a physician or surgeon, if required solely for the use of a third party
- g) any treatment to correct temporomandibular joint dysfunction
- h) any service or treatment which you or your dependent would receive without being charged
- i) any treatment deemed cosmetic
- j) any service incurred under this plan for which payment is prohibited by the Provincial Government plan in your province of residence.

### Extension of Benefits

If you or your dependent are disabled at the time of termination of your employment, Medi-Pack charges as a result of such disability will continue to be paid up to 90 days, provided the benefit remains in force.



### **How to Submit a Claim**

Claim Forms are available from your employer. This form must be completed in full and submitted with the original bills within 180 days after the end of the calendar year in which the claim was incurred.

Note: To ensure prompt claims service, any receipts should include:

your name or your dependent's name receiving the service or treatment

the date and the type of each service or treatment

the charge for each date

the prescription numbers for prescribed drugs and medicine

the name of the drug or the medicine

How to make an out-of province/country claim:

There are special rules for claiming the costs of emergency treatment outside of your home province or Canada.

For all medical expenses, you must contact the Travel Assistance provider at the time of the emergency. This will enable the Travel Assistance provider to co-ordinate payment directly with the hospital and/or medical provider involved. In addition, with your approval the Travel Assistance provider will co-ordinate payment with your Provincial Health Care plan.

If a medical provider or hospital bills you directly, send the bill along with your claim form to the Travel Assistance provider.

Note: If your spouse has insurance with another carrier, please also refer to the Coordination of Benefits section for claim submission information.

If the Group Insurance Policy terminates, all claims must be submitted within 90 days of the cancellation. Otherwise the claim will be denied.

### DENTAL BENEFIT

If you or your dependent require any insured treatments or services, you will be reimbursed for such charges but only to the extent:

- that they are the least expensive service, supply or method of treatment which Canada Life determines will produce a professionally adequate result,
- that if the charge exceeds the least expensive service, Canada Life may provide payment based on the cost of alternative services which are defined in this provision as eligible charges,
- that the treatment for it has been performed, recommended or approved by a legally licensed dentist or denturist,
- that Canada Life is not prohibited from paying it by any applicable law of the jurisdiction where you reside at the time the charge is incurred.

#### Assignment of Benefits

We reserve the right to refuse any assignment of benefit under this provision.

### **Important Note**

A general overview of the services covered, along with the limitations that apply, can be found on the following pages. Your plan covers these treatments and services provided that the treatment is the least expensive that will produce a professionally adequate result (as determined by Canada Life). If the charge exceeds the cost of the least expensive service, Canada Life will pay the cost of the least expensive service.

In some cases, such as undergoing extensive treatment, Canada Life may require proof from your dentist that the services to be performed meet this criteria. This request is a normal cost control procedure and often just a copy of the x-rays taken is considered acceptable proof.

### **Pre-Authorization For Treatment Over \$500**

If dental expenses are estimated to be greater than \$500, you must submit a "Pre-determination" to Canada Life. A Pre-determination is simply an outline of the proposed treatment which is prepared, by your dentist, prior to any work being performed. Canada Life will advise you of the portion that is covered by your company dental plan, enabling you to determine your costs.

Note: In order to determine benefits payable, Canada Life may require additional information such as:

1. A complete dental chart showing extractions, missing teeth, fillings, prostheses, periodontal pocket depths, and the date of any work previously done.
2. An itemized claim form for all dental care.
3. Pre-operative x-rays, study models, and laboratory reports.

Canada Life cannot pay the dental claim until the additional information requested is submitted to us.

## Dental 1 Charges

### A. Diagnostic

- (1) Clinical (Complete) Examinations (No more than one examination per dentist):

01101, 01102, 01103, 01201, 01301, 01401, 01501, 01601, 01701, 0180 I (other than in the Province of Quebec).

01110, 01115, 01120, 01125, 01130, 01135, 01605, 01717, 01805 (in the Province of Quebec).

- (2) Recall Examinations (Once every 6 consecutive month ):

01202, 01203 (other than in the Province of Quebec).

01200, 01205, 01615, 01815 (in the Province of Quebec).

- (3) Specific Examinations:

01204, 01302, 01402, 01502, 01602, 01702, 01703, 01802 (other than in the Province of Quebec).

01400, 01405, 01716 (in the Province of Quebec).

- (4) Emergency Examination:

01205 (other than in the Province of Quebec).

01300, 01305, 01820 (in the Province of Quebec).

It is provided, however, that there will be no more than 4 examinations, of any kind, in any calendar year or more than 2 Clinical (Complete) Examinations and Recall Examinations in total in any calendar year.

**B.**     X-Rays

- (1)     Full Mouth Series consisting of a minimum of 16 films including bitewings in any period of 36 consecutive months. (Not applicable to the Dependent children of an Employee while they are under 12 years of age, other than for Orthodontia):

02102 (other than in the Province of Quebec).

The Quebec Dental Association Suggested Fee Guide does not list codes for this procedure.

- (2)     Panorex (No more than once in any period of 36 consecutive months):

02601 (other than in the Province of Quebec).

02600 (in the Province of Quebec).

- (3)     Periapical (No more than 16 films in any period of 36 consecutive months):

02111 to 02125 inclusive (other than in the Province of Quebec).

02111 to 02114 inclusive (in the Province of Quebec).

- (4)     Bitewing (No more than 4 films in any period of 12 consecutive months):

02141 to 02144 inclusive (in all Provinces).

- (5)     Occlusal (No more than 4 films in any period of 12 consecutive months):

02131 to 02134 inclusive (other than in the Province of Quebec).

02131, 02132 (in the Province of Quebec).

- C. Tests**
- (1) Biopsy of Oral Tissue:  
04311, 04312, 04313, 04321, 04322, 04323 (other than in the Province of Quebec).  
04302, 04311, 04312 (in the Province of Quebec).
- (2) Pulp Vitality Test (Not in conjunction with Root Canal Therapy if rendered within 30 days):  
04501, 04509 (other than in the Province of Quebec).  
The Quebec Dental Association Suggested Fee Guide does not list codes for this procedure.
- D. Preventive**
- (1) Polishing:  
11101 to 11102 inclusive, 11107, 11109 but not more than once in every 6 consecutive months period, maximum of 1 unit per recall visit.
- (2) Scaling:  
11111 to 11117 inclusive, 11119 but not more than once in every 6 consecutive months period, maximum of 1 unit per recall visit.  
11100, 11200, 11300 (in the Province of Quebec).
- (3) Preventive Recall Package (No more than once in every 6 consecutive months period of either Recall Examinations or Preventive Recall Packages):  
11201, 11202, 11203, 11301, 11302, 11303 (other than in the Province of Quebec). It is provided, however, that 11301, 11302, 11303, will apply only to an Insured while he is under 19 years of age.  
The Quebec Dental Association Suggested Fee Guide does not list codes for this procedure.

- (4) Fluoride (This applies only to an Insured while he is under 19 years of age. No more than once in every 6 consecutive months period):  
12101 (other than in the Province of Quebec).  
12400 (in the Province of Quebec).
- (5) Oral Hygiene Instruction (No more than once):  
132 1 1 (other than in the Province of Quebec).  
13200 (in the Province of the Quebec).
- (6) Pit and Fissure Sealants (This applies only to an Insured while he is under 19 years of age. No more than once per posterior tooth in any period of 36 consecutive months):  
13401,13409 (in all Provinces).
- (7) Space maintainers (This applies only to the Dependent children of an Employee while they are under 15 years of age):  
15101, 15102, 15103, 15104, 15201, 15202, 15301, 15302, 15401, 15402,15403,15501 (other than in the Province of Quebec).  
15100,15110,15111,15120,15200,15210,15400 (in the Province of Quebec).
- (8) Space maintainers (maintenance) (This applies only to the Dependent children of an Employee while they are under 15 years of age):  
15601,15602,15603,15604 (other than in the Province of Quebec).

The Quebec Dental Association Suggested Fee Guide does not list codes for this procedure.

E. Minor Restorative

The fee for restorative procedures will include local anaesthesia, removal of decay, pulp protection, placement of a base and occlusal adjustment.

Charges for finishing or polishing are not an eligible expense.

Multiple restorations on a common surface placed on the same service date will be considered a single restoration.

The maximum Benefit payable will not exceed the fee for a 5 surface restoration regarding the same tooth during one sitting.

- (1) Amalgam Restorations (Only if more than 24 consecutive months have elapsed since the last restoration):  
  
21 111 to 21 115 inclusive, 21 121 to 21 125 inclusive, 21 211, 21 212, 21 213, 21 214, 21 215, 21 221, 21 222, 21 223, 21 224, 21 225, 21 231 to 21 235 inclusive (in all Provinces).
- (2) Tooth Coloured (Only if more than 24 consecutive months have elapsed since the last restoration):  
  
23 101 to 23 105 inclusive, 23 111 to 23 115 inclusive, 23 211 to 23 215 inclusive, 23 221 to 23 225 inclusive, 23 311 to 23 315 inclusive, 23 321 to 23 325 inclusive, 23 401 to 23 405 inclusive, 23 411 to 23 415 inclusive, 23 501 to 23 505 inclusive, 23 511 to 23 515 inclusive (other than in the Province of Quebec).  
  
23 111 to 23 115 inclusive, 23 118, 23 311 to 23 315 inclusive, 23 411 to 23 415 inclusive (in the Province of Quebec).
- (3) Retentive Pins:  
  
21 401 to 21 405 inclusive (other than in the Province of Quebec).  
  
21 301 to 21 304 inclusive (in the Province of Quebec).
- (4) Caries, Trauma, Pain Control (Only when placed on a separate date from the final restoration):  
  
20 111, 20 119, 20 121, 20 129 (other than in the Province of Quebec).  
  
31 100, 31 110, 39 930 (in the Province of Quebec).



- (5) Veneer Applications, other than for cosmetic purposes (Only if more than 24 consecutive months have elapsed since the last restoration):

23121, 23122 (other than in the Province of Quebec).

23122 (in the Province of Quebec).

- (6) Stainless Steel, Plastic and Polycarbonate full coverage restorations (This applies only to the Dependent children of an Employee while they are under 15 years of age. No more than once per tooth in any period of 36 consecutive months):

22201, 22202, 22211, 22212, 22301, 22302, 22311, 22312, 22401, 22411, 22501, 22511 (other than in the Province of Quebec).

27403, 27413, 27421, 27422, 27423, 27424 (in the Province of Quebec).

**F. Minor Surgical**

- (1) Extractions:

71101, 71109, 71201, 71209, 72111, 72119, 72211, 72219, 72221, 72229 (other than in the Province of Quebec, but the maximum Benefit payable for the extraction of maxillary (upper) third molars will not exceed the fee for procedure code 72211).

71101, 71111, 72100, 72210, 72220, 72230 (in the Province of Quebec, but the maximum Benefit payable for the extraction of maxillary (upper) third molars will not exceed the fee for procedure code 72220).

- (2) Residual Root Removal:

72311, 72319, 72321, 72329, 72331, 72339 (other than in the Province of Quebec).

72300, 72310, 72320 (in the Province of Quebec).

## Dental 2 Charges

### A. Endodontics

The fee for the following procedures will include, where applicable, treatment plan, local anaesthesia, tooth isolation, clinical procedures, sutures, appropriate radiographs (x-rays) and follow-up care:

- (1) Pulpotomy (Not in conjunction with restorations or Root Canal Therapy if rendered within 30 days):  
32221, 32222, 32231, 32232 (other than in the Province of Quebec).  
32201, 32202, 32210, 39901, 39902, 39903, 39904 (in the Province of Quebec).
- (2) Root Canal Therapy:  
33111, 33121, 33131, 33141, 33401, 33402 (other than in the Province of Quebec).  
33100, 33200, 33300 (in the Province of Quebec).
- (3) Apexification:  
33601 to 33604 inclusive (other than in the Province of Quebec).  
33501, 33502, 33503, 33504 (in the Province of Quebec).
- (4) Periapical Services:  
34111, 34112, 34131 to 34134 inclusive, 34211, 34212 (other than in the Province of Quebec).  
34101, 34111, 34201, 34203 (in the Province of Quebec).
- (5) Root Amputation:  
34411, 34412 (in all Provinces).

- (6) Hemisection:  
34421 to 34423 inclusive, 39201, 39202 (other than in the Province of Quebec).  
39230 (in the Province of Quebec).
- (7) Intentional Removal, Apical Filling and Reimplantation:  
34451 to 34453 inclusive (in all Provinces).

**B. Periodontics**

The fee for surgical procedures will include local anaesthesia, surgical dressing, sutures and routine post-operative care for one month.

Charges for post-treatment evaluation are not an eligible expense.

The amount payable for any Quadrant, Sextant or Segment Surgical Procedure will be as follows:

- (a) if the procedure requires treatment to 5, 6, 7 or 8 teeth, 100% of the fee for such procedure.
- (b) if the procedure requires treatment to 3 or 4 teeth, 66 2/3% of the fee for such procedure.
- (c) if the procedure requires treatment to 1 or 2 teeth, 33 1/3% of the fee for such procedure.

- (1) Non-Surgical Procedures:  
41101, 41102, 41103, 41104, 41109, 41221, 41222, 41301, 41302 (other than in the Province of Quebec).  
41200, 41300 (in the Province of Quebec).
- (2) Definitive Surgical Procedures:  
42111, 42201, 42311, 42321, 42339, 42411, 42421, 42431, 42441, 42451, 42521, 42522, 42531 (other than in the Province of Quebec).  
42001, 42002, 42003, 42010, 42100, 42101, 42102, 42200, 42300 (in the Province of Quebec).
- (3) Adjunctive Surgical Procedures:  
42721, 42722, 42731, 42732 (other than in the Province of Quebec).

The Quebec Dental Association Suggested Fee Guide does not list codes for this procedure.

- (4) Occlusal Equilibration:  
43311 to 43314 inclusive, 43317, 43319, (Other than in the Province of Quebec, but no more than 4 units in any calendar year).  
43300, 43310 (in the Province of Quebec, but no more than 4 visits in any calendar year).
- (5) Scaling and/or Root Planing:  
11111 to 11117 inclusive, 11119, 43421 to 43427 inclusive, 43429 (other than in the Province of Quebec, but no more than 8 units in any calendar year).  
43400 (in the Province of Quebec, but no more than 8 visits in any calendar year).
- (6) Periodontal Appliances including impression and insertion (No more than one appliance per arch in any period of 24 consecutive months):  
43611, 43612 (other than in the Province of Quebec).  
43600 (in the Province of Quebec).
- (7) Periodontal Appliance repair, maintenance and adjustments:  
43621, 43622, 43623, 43629 (other than in the Province of Quebec, but no more than 4 units in any calendar year).  
43601 (in the Province of Quebec, but no more than 4 adjustments in any calendar year).
- C. Removable Prosthodontics-Related Treatment**
- (1) Denture Adjustments (Only if more than 3 months have elapsed since the denture insertion):  
54201, 54202 (other than in the Province of Quebec).  
54250 (in the Province of Quebec).

- (2) Denture Repairs:
- 55101, 55102, 55201, 55202, 55203, 55301, 55302, 55401, 55402, 55403 (other than in the Province of Quebec).
- 55101, 55102, 55103, 55104, 55201, 55202, 55203, 55204, 55520, 55530 (in the Province of Quebec).
- (3) Denture Rebasing and Relining including 3 months post-delivery adjustments (No more than one reline or rebase in any period of 36 consecutive months):
- 56211 to 56213 inclusive, 56221 to 56223 inclusive, 56231 to 56233 inclusive, 56241 to 56243 inclusive, 56311 to 56313 inclusive, 56321 to 56323 inclusive, (other than in the Province of Quebec).
- 56100, 56101, 56200, 56201, 56210, 56211, 56220, 56221, 56230, 56231, 56260, 56261, 56262, 56263 (in the Province of Quebec).
- (4) Tissue Conditioning including 3 months post-delivery adjustments (No more than one in any period of 36 consecutive months):
- 56511 to 56513 inclusive, 56521 to 56523 inclusive (other than in the Province of Quebec).
- 56270, 56271, 56272, 56273 (in the Province of Quebec).

**G. Major Surgical**

The fee for surgical procedures will include local anaesthesia, appropriate radiographs (x-rays), surgery, control of hemorrhage, sutures and routine post-surgical care.

Post-treatment evaluation is not an eligible expense.

- (1) Alveoloplasty, Gingivoplasty, Stomatoplasty, Vestibuloplasty:
- 73111, 73121, 73152, 73153, 73154, 73161, 73171, 73172, 73211, 73411 (other than in the Province of Quebec).
- 73100, 73110, 73133, 73134, 73135, 73140, 73150, 73151, 73171, 73172, 73173, 73174, 73175, 73176, 73181, 73182, 73183, 73184, 73185, 73186, 73381, 73382, 73383, 73384, 73401, 73402, 73403, 73404 (in the Province of Quebec).

- (2) Surgical Excision:  
74111 to 74118 inclusive, 74631 to 74638 inclusive (other than in the Province of Quebec).  
74108, 74109, 74408, 74409, 744 IO (in the Province of Quebec).
- (3) Surgical Incision:  
75111, 75112, 75121, 75122, 75301, 75302 (other than in the Province of Quebec).  
75100 (in the Province of Quebec).
- (4) Fractures:  
76201 to 76204 inclusive, 76301 to 76305 inclusive, 76911 to 76913 inclusive, 76921 to 76924 inclusive, 76931 to 76934 inclusive, 76941, 76949, 76951, 76952, 76959, 76961, 76962 (other than in the Province of Quebec).  
72430, 72440, 76210, 76310, 76910, 76911, 76912, 76913, 76950, 76951 (in the Province of Quebec).
- (5) Frenectomy:  
77801, 77802, 77803 (other than in the Province of Quebec).  
77800, 778 IO (in the Province of Quebec).
- (6) Miscellaneous:  
79111, 79112, 79113, 79311, 79312, 79313, 79314, 79321, 79322, 79331, 79333, 79341, 79343, 79401, 79402, 79602 (other than in the Province of Quebec).  
79104, 79105, 79106, 79301, 79303, 79304, 79305, 79306, 79308, 79400, 79401, 79601 (in the Province of Quebec).

**H.**     Additional Services

Anaesthesia, used in conjunction with an eligible dental procedure:

92 101, 92102, 92212 to 922 19 inclusive, 92222 to 92229 inclusive, 92301 to 92309 inclusive, 9241 I to 92419 inclusive, 92421 to 92429 inclusive, 9243 1 to 92439 inclusive.

92201, 923 IO (in the Province of Quebec).

Dental 2 Extension of Insurance

If an Insured's insurance under this provision terminates due to one of the reasons shown below and he had commenced root canal treatment prior to such termination, he will continue to be insured for any charges incurred for such treatment during the 30 days after such termination:

1.       Termination of an Employee's employment.
2.       The Employee ceases to qualify under the definition of Employee.
3.       Termination of this policy, except when this policy is replaced by a policy issued by another insurer.

Dental 2 Extension of Insurance on Replacement of this Policy

If an Insured is undergoing root canal treatment, the insurer with the policy in force at the date the canal is closed will be responsible for the charges incurred.

## Dental 3 Charges

### A. Major Restorative

The fee for the following procedures will include, where applicable, treatment plan, occlusal records, local anaesthesia, subgingival preparation of the tooth and supporting structures, removal of decay and old restoration, tooth preparation, pulp protection, impressions, temporary coverage, insertion, occlusal adjustments and cementation:

- (1) Inlay/Onlay Restorations (Only if more than 5 years have elapsed since the last placement):  
  
25 1 11 to 25114 inclusive, 25122 to 25124 inclusive, 25132 to 25134 inclusive, 25142, 25 143, 25511, 25521, 25531 (other than in the Province of Quebec).  
  
25200, 25300, 25500, 26100 (in the Province of Quebec).
- (2) Retentive pins in Inlays, Onlays and Crowns (Only if more than 5 years have elapsed since the last placement):  
  
2560 I to 25605 inclusive (other than in the Province of Quebec).  
  
2560 I to 25604 inclusive (in the province of Quebec).
- (3) Crowns (Only if more than 5 years have elapsed since the last placement):  
  
27 1 11, 27114, 27201, 27211, 27301, 27311 (other than in the Province of Quebec).  
  
27100, 271IO, 27200, 27210, 27300, 273IO (in the Province of Quebec).
- (4) Veneer Applications, other than for cosmetic purposes (Only if more than 5 years have elapsed since the last placement):  
  
27601, 27602 (other than in the Province of Quebec).  
  
23121 (in the Province of Quebec).



- (5) Other Services (Only if more than 5 years have elapsed since the last placement):

21301, 21302, 23601, 23602, 25711, 25712, 25713, 25721, 25722, 25723, 25731, 25732, 25733, 25741, 25742, 25743, 25751 to 25756 inclusive, 25752, 27711, 27721, 29101, 29102, 29301, 29302 (other than in the Province of Quebec).

27700, 27701, 27710, 27711, 29100, 29300, 29501, 29502, 29503, 29510, 29600 (in the Province of Quebec).

**B. Removable Prosthodontics**

The fee for the following procedures will include, where applicable, treatment plan, impressions, jaw relation records, try-in, insertion, occlusal equilibration and 3 months post-insertion care:

- (1) Complete Dentures (Only if more than 5 years have elapsed since the last placement):

51101, 51102, 51103, 51301, 51302, 51303, 51701, 51702, 51703, 51801, 51802, 51803 (other than in the Province of Quebec).

51100, 51110, 51120, 51300, 51310, 51320, 51900, 51910, 51920 (in the Province of Quebec).

- (2) Transitional Dentures:

51601, 51602, 51603, 52101, 52102, 52103, 52111, 52112, 52113 (other than in the Province of Quebec).

51600, 51610, 51620, 52120, 52121 (in the Province of Quebec).

- (3) Acrylic Dentures (Only if more than 5 years have elapsed since the last placement):

52201 to 52203 inclusive, 52211 to 52213 inclusive, 52301 to 52303 inclusive, 52311 to 52313 inclusive, 52401 to 52403 inclusive, 52411 to 52413 inclusive, 52501 to 52503 inclusive, 52511 to 52513 inclusive (other than in the Province of Quebec).

52122, 52123, 52230, 5223I (in the Province of Quebec).

- (4) Cast Partial Dentures (Only if more than 5 years have elapsed since the last placement):

53 101 to 53 103 inclusive, 53 111 to 53 113 inclusive, 53201 to 53203 inclusive, 53205, 5321 1 to 53213 inclusive, 53215, 53301, 53302, 53701 to 53703 inclusive, 53711 to 53713 inclusive (other than in the Province of Quebec).

52400, 52410, 52420, 52500, 52510, 52520, 52530 (in the Province of Quebec).

**C. Fixed Prosthodontics**

The fee for the following procedures will include, where applicable, treatment plan, occlusal records, local anaesthesia, subgingival preparation of the tooth and supporting structures, removal of decay and old restoration, tooth preparation, pulp protection, impressions, temporary coverage, splinting, intraoral indexing for soldering purposes, insertion, occlusal adjustments and cementation:

- (1) Pontics (Only if more than 5 years have elapsed since the last placement):

62 101, 62501, 62702 (other in the Province of Quebec).

62 101, 62510, 62700 (in the Province of Quebec).

- (2) Retainers and Abutments (Only if more than 5 years have elapsed since the last placement):

67121, 67129, 67201, 67202, 67211, 67301, 67311, 67321, 67322, 67331, 6734 1 (other than in the Province of Quebec).

67101, 67200, 67210, 67410 (in the Province of Quebec).

- (3) Repairs:

66211 to 66213 inclusive, 66301, 66302, 66711, 66719 (other than in the Province of Quebec).

66600, 66610, 66620, 66710 (in the Province of Quebec).

- (4) Retentive Pins in Retainers and Abutments (Only if more than 5 years have elapsed since the last placement):

69301 to 69305 inclusive (other than in the Province of Quebec).

69701 to 69704 inclusive (in the Province of Quebec).

#### Dental 3 Extension of Insurance

If an Insured's insurance under this provision terminates due to one of the reasons shown below and he has had a tooth prepared for a crown, inlay, onlay, bridge or denture prior to such termination, he will continue to be insured for any charges incurred with respect to such crown, inlay, onlay, bridge or denture during the 90 days after such termination:

1. Termination of an Employee's employment.
2. The Employee ceases to qualify under the definition of Employee,
3. Termination of this policy, except when this policy is replaced by a policy issued by another insurer.

#### Dental 3 Extension of Insurance on Replacement of this Policy

If an Insured is undergoing crown, inlay, onlay, bridge or denture work, the insurer with the policy in force at the date the appliance is installed will be responsible for the charges incurred.

### Dental 3 Limitations

Charges for replacing an existing crown, inlay, onlay, denture or bridgework will only be paid if it meets one of the conditions shown below:

1. The existing crown, inlay, onlay, denture or bridgework was installed at least 5 years prior to its replacement and cannot be made serviceable.
2. The denture or bridgework replacement is for an equivalent denture or bridgework.
3. The existing denture or bridgework is an immediate temporary denture or bridgework, for which impressions were taken while the Insured is covered under this provision. The permanent replacement denture or bridgework must be placed within 12 months from the date of installation of the immediate temporary denture or bridgework.
4. The existing denture or bridgework is replaced because additional teeth have been extracted after the denture or bridgework insertion, and while the Insured is covered under this provision.

## Dental 4 Charges

### Orthodontic Treatment

Charges incurred with respect to an Insured for all necessary dental services or treatment which has as its objective the correction of malocclusion of the teeth including but not limited to examinations, x-rays, models, photographs, reports and surgical exposure of teeth.

Charges incurred with respect to an Insured, who is a Dependent child, for all necessary dental services or treatment which has as its objective the correction of malocclusion of the teeth including but not limited to examinations, x-rays, models, photographs, reports and surgical exposure of teeth.

### Payment of Orthodontic Claims

We will pay for the charges incurred based on one of the following:

- (1) If an estimated cost of treatment is used in place of an itemized statement. Benefits for the insured cost of the charge will be payable on a monthly or quarterly basis as billed by the dentist. The average monthly **Benefit** will be the total estimated cost of treatment, less the initial cost (case diagnosis, initial appliance cost, treatment plan) divided by the number of months in the treatment plan as specified by the dentist.
- (2) If a separate estimate of the cost of the initial appliance is included, the first payment will be an amount equal to the insured cost of the appliance. The remainder of the payments will be as calculated in accordance with the terms of clause (1) above.
- (3) If a statement is submitted for each treatment as the charge is incurred, payment for the insured cost of the charge will be made as such charge is incurred.
- (4) Notwithstanding anything to the contrary in this provision, if an Insured described above incurs charges described in another section of this provision as part of a treatment described in this Dental 4 Charges section, then such charges will be deemed to have been incurred under this Dental 4 Charges section for the purpose of calculating Benefit Amounts and Maximum Benefit Amounts.

## Exclusions

No amount of Benefit will be payable under this provision for any charge that resulted either directly or indirectly from, or was in any manner or degree associated with, or occasioned by, any one or more of:

- Any cause for which the Insured may apply for and receive indemnity or compensation under any Workers' Compensation Act.
- Intentionally self-inflicted injury.
- War, insurrection or hostilities of any kind, whether or not the Insured was a participant in such actions.
- Participating in any riot or civil commotion.
- Committing or attempting to commit a criminal offence or provoking an assault.
- Any Group or Policyholder-Sponsored dental care or treatment.
- Any dental care or treatment for which the Insured is not legally obliged to pay.
- Any dental care or treatment which is principally for cosmetic purposes.
- Any appointments not kept or for the completion of claims forms.
- Any dental treatment that has as its purpose the correction of temporomandibular joint dysfunction.
- Any endodontic treatment commencing prior to the date on which the Insured becomes insured under this provision, except as required to be consistent with the terms of the applicable Extension of Insurance on Replacement of this Policy section.

Replacement of mislaid, lost or stolen appliances.

- Any crowns placed on teeth that are not functionally impaired by incisal or cuspal damage.
- Any crowns, bridges or dentures for which tooth preparations were made prior to the date on which the Insured becomes insured under this provision, except as required to be consistent with the terms of the applicable Extension of Insurance on Replacement of this Policy section.
- Any orthodontic expenses which were incurred prior to the date on which the Insured becomes insured under this provision.
- Any charges incurred for other than metal only crowns or pontics, posterior to the second bicuspid tooth.
- Any procedures, appliances, or restorations used to increase vertical dimension, or to repair or restore teeth damaged or worn due to attrition or vertical wear, or to restore occlusion,
- Any services or supplies for implantology, including tooth implantation and surgical insertion of fabricated implants.

DEX-1A:1/91

#### How To Submit a Claim

Claims Forms are available from your employer. For prompt payment, it is necessary that the claim form be completed in full.

Account bills or receipts for incurred covered charges in any calendar year under the Dental Benefit should be mailed directly to the Group Health Claims Department of The Canada Life Assurance Company on a monthly basis whenever possible.

A Standard Dental Health Care Form #653, must be completed in full and submitted with original bills within 180 days after the end of the calendar year in which the claim was incurred for all covered charges. Your dentist will be required to complete a section of the Form so it would be advisable to take the Form with you on your appointment.

If a delay is anticipated in the submission of a claim, a notice should be sent to Canada Life with full details well in advance of the last day for filing proof.

If the Benefit Plan for your company terminates, no payment will be made with respect to any claim unless proof is submitted within 90 days of termination of the plan.

## COORDINATION OF BENEFITS

When payments for benefits provided under this plan are available to you or your dependent under any other insurance plan, benefits will be coordinated. The amount payable under this plan will be pro-rated and limited to the extent that the total amount available under all coverages will not exceed 100% of the allowable expenses.

### Order of Benefit Determination

Payment of benefits will be decided in the following manner.

1. If another plan does not contain a Coordination of Benefits provision, the benefits of that plan will be deemed payable prior to the application of benefits under this plan.
2. If another plan does contain a Coordination of Benefits provision, the benefits of that plan will be coordinated with our benefits as follows,
  1. if your spouse has coverage under another insurance plan, his/her charges must first be submitted under that plan.
  2. charges for dependent children should first be submitted to the plan of the parent whose month and date of birth comes earlier in the calendar year (excluding the year of birth).

If priority cannot be established in the above manner, the benefits shall be pro-rated.

C50-10/87



## DEFINITIONS

Actively at Work means that you are

- (a) actually performing your normal duties, if it is a scheduled work day, or
- (b) capable of performing your normal duties, if you were not at work due to a non-scheduled work day, holiday or vacation, at your normal place of employment or at some other location where your employer's business requires you to be.

Common-law Spouse means a person of the same or opposite sex whom you publicly represent as your spouse.

Common-law Child means a child of your common-law spouse from another relationship who resides with and is in the care and custody of you and your common-law spouse.

Earnings means your gross base earnings from your employer, including any shift premium, excluding any income you receive from your employer such as bonuses, dividends, overtime and profit sharing, etc.

If your income includes commissions, earnings will be calculated as follows:

- (a) If you have been employed for at least two calendar years, your average gross earnings during the preceding two calendar years as set forth on your T-4 Taxation Form.
- (b) If you have been employed for less than two calendar years, the amount that is estimated by your employer. The estimate must reflect a reasonable expectation of the income to be earned. Canada Life will verify the estimate with your employer at the time a claim is submitted.

Your benefits will be based on the lesser of (1) your actual earnings and (2) the estimated level of earnings on which premiums were being paid. A premium refund will be made if necessary.

- (c) Any change in your earnings will be deemed to take effect only on April 1st in each year.

Licensed Hospital means a hospital that is licensed to provide active, convalescent or chronic care treatment by the government that is responsible for the issue of such licenses in the area that it is located. It does not include nursing homes, homes for the aged, rest homes or any other facility that provides similar care.

Emergency means any sudden, critical, unforeseen or unexpected occurrence requiring immediate medical attention and takes place outside your Province or Territory of residence while the coverage is in force.

Pregnancy includes childbirth or miscarriage and any disease or infirmity resulting from or aggravated by the pregnancy.

Pregnancy Leave of Absence means :

- (a) any period of pregnancy leave taken by you pursuant to Provincial or Federal statute or pursuant to a mutual agreement between you and your employer, or
- (b) any period of pregnancy leave which your employer requires you to take pursuant to Provincial or Federal statute.

Pre-disability Monthly Earnings means your monthly earnings immediately prior to becoming disabled.

### THIRD PARTY LIABILITY

If you or your dependent have the right to recover damages from any person or organization with respect to which benefits are payable by Canada Life, you will be required to reimburse Canada Life in the amount of any benefits paid out of the damages recovered.

The term damages will include any lump sum or periodic payments received with respect to:

- (1) past, present or future loss of income, and
- (2) any other benefits, otherwise payable by Canada Life.

If you or your dependent receive a lump sum payment under judgement or settlement for benefits which would otherwise be payable by Canada Life, no further benefits will be paid by Canada Life until the benefits that would otherwise be payable equal the amount of the lump sum.

If a claim for damages is settled before trial, you will be required to reimburse Canada Life the amount that reasonably reflects the loss of benefits that would otherwise be payable by Canada Life.

You or your dependent must notify us of any action commenced against a third party and of any judgement or settlement in the circumstances described above,

### PHYSICAL EXAMINATION AND AUTOPSY

A physician of Canada Life's choice may be required to examine anyone in respect to a claim. If required, payment will only be considered after the examination. Canada Life will pay all expenses of such examination. In the case of death, an autopsy may be performed.

### LEGAL ACTION

No action or proceeding against Canada Life concerning a claim may be started within sixty days of the date on which initial proof of the claim is given to Canada Life, or more than one year (or longer by law) after the end of the period when initial proof of claim is required.

### PURPOSE OF THIS BOOKLET

These booklet pages are provided solely for the purpose of explaining the principal features of the Group Insurance Plan. All rights with respect to your benefits as a member of the plan will be governed by the Group Policy issued by The Canada Life Assurance Company.

R253-10/87

## BASIC ACCIDENT INSURANCE

This plan is underwritten by UNUM Canada.

### SCOPE OF COVERAGE

You are insured against the perils described in this booklet. Your protection is world-wide and applies for any Injury sustained 24 hours a day while your coverage is in force. Benefits are payable regardless of any other benefits that you may receive from any insurance company other than UNUM, or any other organization.

### DEFINITIONS

“Hospital” means an institution licensed as a hospital, which is open at all times for the care and treatment of sick and injured persons, has a staff of one or more Physicians available at all times and which continuously provides 24 hour nursing service by graduate registered Nurses. It provides organized facilities for diagnostics and surgery, is an active treatment hospital and not primarily a clinic, rest home, nursing home, convalescent hospital or similar establishment. For the purpose of this definition, Physicians and Nurses will not exclude a Member of the Immediate Family.

“Injury” means bodily injury caused by an accident occurring while your coverage is in force, where such injury is the basis of claim and results directly and independently of all other causes in loss.

“Member of the Immediate Family” means a person at least 18 years of age, who is your son, daughter, father, mother, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law (all of the previous include natural, adopted and step relationships), spouse, grandson, granddaughter, grandfather or grandmother.

“Nurse” means a graduate registered nurse (R.N.) or nurse who is licensed to practise nursing service by a governmental agency having jurisdiction over such licensing. Nurse is neither yourself nor a Member of the Immediate Family.

“Physician” means a doctor of medicine (other than yourself or a Member of the Immediate Family) licensed to practise medicine by (1) a recognized medical licensing organization in the locale where the treatment is rendered, provided he is a member in good standing of such licensing body or (2) a governmental agency having jurisdiction over such licensing in the locale where the treatment is rendered.

“Principal Sum” means the amount indicated in the “Schedule of Benefits”.

“Residence” means the primary dwelling of which you are an occupant and the premises on which it is situated.

“Male pronoun” wherever used includes the female.

## ELIGIBILITY

You are eligible if you are an active permanent full-time union employee of Chapleau Forest Products or an active permanent full-time hourly non-union employee of A&L Lafreniere Lumber Limited.

## SCHEDULE OF BENEFITS

You are insured for the following amount of Principal Sum (which includes Accidental Death, Dismemberment, Loss of Speech and/or Hearing, Paralysis (200%) and Loss of Use):

2 times annual earnings, rounded to the next higher \$1,000 (if not already a multiple thereof), to a maximum of \$200,000

The following benefits are included:

<u>Benefit</u>	<u>Amount</u>
Repatriation *	\$10,000
Rehabilitation *	\$10,000
Spousal Retraining*	\$10,000
Education	\$ 5,000 - 5%
Day Care	\$ 5,000 - 5%
Family Transportation *	\$10,000
Seat Belt	10%
Home Alteration and Vehicle Modification *	\$10,000
In-Hospital	\$1,500

*\* Only payable under one of the policies issued to the Policyholder by UNUM.*

“Annual earnings” means the annual rate of wage or salary (excluding any bonuses, commissions and overtime earnings) you were receiving from the Policyholder immediately prior to the date of the accident.

## REDUCTION

Your amount of Principal Sum reduces by 50% upon attainment of age 65.

**LOSS SCHEDULE**

If within one year from the date of the accident, Injury results in any of the following specific losses, UNUM pays the sum set opposite such loss for Injury resulting from an accident. Each sum is calculated based on your amount of Principal Sum.

	Percentage of Principal Sum
<b>For Loss of:</b>	
Life.....	100%
Sight of Both Eyes.....	100%
One Hand and Sight of One Eye.....	100%
One Foot and Sight of One Eye.....	100%
Speech and Hearing in Both Ears.....	100%
Sight of One Eye.....	66 2/3%
Speech or Hearing in Both Ears.....	66 2/3%
Hearing in One Ear.....	16 2/3%
All Toes of One Foot.....	12 1/2%
 <b>For Loss of or Loss of Use of:</b>	
Both Hands or Both Feet.....	100%
One Hand and One Foot.....	100%
One Arm or One Leg.....	75%
One Hand or One Foot.....	66 2/3%
Thumb and Index Finger of the Same Hand or at Least Four Fingers of One Hand.....	33 1/3%
 <b>For Paralysis of:</b>	
All four limbs(Quadriplegia).....	200%
Both lowerlimbs(Paraplegia).....	200%
One arm and one leg on the same side of the body(Hemiplegia).....	200%

“Loss” means, with regard to:

Hands and Feet:	Actual severance through or above the wrist or ankle joint;
Arms and Legs:	Actual severance through or above the elbow or knee joint;
Thumbs and Fingers:	Actual severance through or above the metacarpophalangeal joints;
Toes:	Actual severance through or above the metatarsophalangeal joints;
Eyes:	Entire and irrecoverable loss of <i>sight</i> ;
Speech and Hearing:	Entire and irrecoverable loss of Speech and/or Hearing;
Paralysis:	Total and irreversible Paralysis;
Loss of Use:	Total and irrecoverable Loss of Use. The Loss of Use must be continuous for 12 months after which the benefit is payable, provided the nerve damage is determined to be permanent.

Indemnity provided under this section for all losses you sustain as a result of any one accident does not exceed the following:

1. With the exception of Quadriplegia, Paraplegia and Hemiplegia, the Principal Sum;
2. With respect to Quadriplegia, Paraplegia and Hemiplegia, two times the Principal Sum.

In no event is indemnity payable for all losses under this section to exceed, in the aggregate, two times the Principal Sum as the result of the same accident.

#### REPATRIATION

UNUM pays up to the amount stated in the “Schedule of Benefits” for the preparation and transportation of your body to the city of permanent Residence. Payment is made if, as the result of an accident, you suffer loss of life at least 50 kilometres away from your principal city of Residence.



## REHABILITATION

When an Injury which does not cause your loss of life results in UNUM making a payment under the "Loss Schedule", an additional amount is paid for the reasonable and necessary expenses actually incurred up to the amount stated in the "Schedule of Benefits" for your special training, provided (1) you have to undergo training as the result of the Injury in order to be qualified to engage in an occupation in which you would not have engaged in except for such Injury and (2) expenses are incurred within three years from the date of the accident.

No payment is made for ordinary living, travelling or clothing expenses,

## SPOUSAL RETRAINING

If an Injury causes your death and results in UNUM making a payment under the "Loss Schedule", payment is made for the expenses actually incurred within three years following the date of the accident by your Spouse, for an approved and mutually agreed upon formal occupational program, specifically qualifying him to gain active employment in an occupation for which he would otherwise not have had sufficient qualifications. The maximum payable hereunder is the amount stated in the "Schedule of Benefits".

In the event your Spouse does satisfy the requirements indicated above, such Spouse is deemed the beneficiary of the benefit.

"Spouse" means the person under age 70 to whom you are legally married through an ecclesiastical or civil ceremony, or your common-law spouse, provided you have submitted a written designation to the Policyholder.

"Common-law spouse" means your designated partner of the opposite sex under age 70, where such partner has been domiciled with you and has been publicly represented as your spouse for at least one year immediately before a loss is incurred.

## EDUCATION

If an Injury causes your death and results in UNUM making a payment under the "Loss Schedule", an education benefit is paid for an eligible Dependent Child.

A Dependent Child is eligible for this benefit if at the time of the accident, he is enrolled as a full-time student in an Institution for Higher Learning beyond the 12th grade level, or he is in the 12th grade level and enrolls as a full-time student in an Institution for Higher Learning within 365 days following the date of the accident.

The annual payment is equal to the lesser of the percentage of your Principal Sum or the amount which are stated in the "Schedule of Benefits".

The education benefit is paid each year for four consecutive years if the Dependent Child remains enrolled as a full-time student. The first payment is made when the benefit for loss of life becomes payable and the date UNUM receives written proof that the Dependent Child is attending an Institution for Higher Learning as a full-time student.

Future payments are made for each following school year on the date UNUM receives written proof that the Dependent Child is attending an Institution for Higher Learning as a full-time student. If, at the time of your death, there are no Dependent Children eligible for the education benefit, UNUM pays an amount of \$1,500 to your beneficiary.

"Institution for Higher Learning" includes any university, CEGEP, trade school or college, as defined where you lived prior to your death.

"Dependent **Children**" means your natural born children, legally adopted children, step-children, common-law children for whom you have legal custody or any other children dependent upon you for support and maintenance in a parent-child relationship as defined under the Income Tax Act, where such children are unmarried and under 25 years of age.

☞ *The maximum benefit amount provided for the purposes of educational expenses does not exceed, in the aggregate, a total of \$5,000 per year per Dependent Child between all policies issued to the Policyholder by UNUM.*

## DAY CARE

If an Injury causes your death and results in UNUM making a payment under the "Loss Schedule", a day care benefit is paid for an eligible Dependent Child.

A Dependent Child is eligible for this benefit if at the time of the accident, he is enrolled in a Day Care Centre, or he enrolls in a Day Care Centre within 90 days following the date of the accident.

The annual payment is equal to the lesser of the percentage of your Principal Sum or the amount which are stated in the "Schedule of Benefits".

The day care benefit will be paid each year for four consecutive years if the Dependent Child remains enrolled in a Day Care Centre, The first payment will be made when the benefit for loss of life becomes payable and the date UNUM receives written proof that the Dependent Child is enrolled in a Day Care Centre.

Future payments are made for each following year on the date UNUM receives written proof that the Dependent Child is actually enrolled in a Day Care Centre. If, at the time of your death, there are no Dependent Children eligible for the day care benefit, UNUM pays an amount of \$1,500 to your beneficiary.

"Day Care Centre" means a facility which is operated according to law, including laws and regulations applicable to day care facilities and which provides care and supervision for children in a group setting on a regular basis, Day Care Centre neither includes a hospital, the child's home, care provided during

normal school hours while a child is attending grades 1 through 12 nor any other day care facility which does not charge a fee for services rendered.

"Dependent Children" means your natural born children, legally adopted children, step-children, common-law children for whom you have legal custody or any other children dependent upon you for support and maintenance in a parent-child relationship as defined under the Income Tax Act, where such children are 1 day old but under 13 years of age.

☞ *The maximum benefit amount provided for the purposes of day care expenses does not exceed, in the aggregate, a total of \$5,000 per year per Dependent Child between all policies issued to the Policyholder by UNUM.*

## FAMILY TRANSPORTATION

When an Injury which does not cause your loss of life results in UNUM making a payment under the "Loss Schedule", and you are confined as an in-patient in a Hospital located from a point of not less than 100 kilometres from your normal place of Residence, you are under the Regular Care and Attendance of a Physician and require the personal attendance of a Member of the Immediate Family as recommended by the attending Physician, payment is made for the expense incurred by the family member for Accommodation and transportation to your bedside by the most direct route by a licensed common carrier, not to exceed the amount stated in the "Schedule of Benefits" as a result of any one accident.

Payment is not made for board or ordinary living, travelling or clothing expenses. If transportation occurs in a vehicle or device other than one operated under a license for the conveyance of passengers for hire, then reimbursement of transportation expenses is limited to a maximum of \$0.20 per kilometre travelled.

"Regular Care and Attendance" means medical treatment to the extent necessary under existing standards of medical practice for the condition causing disability, Hospital confinement or requiring such treatment,

"Accommodation" means lodging in the vicinity of the Hospital where you are confined.

## SEAT BELTS

When you sustain an Injury which results in UNUM making a payment under the "Loss Schedule", UNUM increases the benefit amount payable by the percentage shown in the "Schedule of Benefits", provided that (1) such loss occurs while you are a passenger or driver of a private passenger type Vehicle, (2) the Seat Belt is properly fastened and (3) verification of the actual use of the Seat Belt is part of the official report of the accident or certified by the investigating officer.

The driver of the vehicle must hold a current and valid driver's license of a rating authorizing him to operate such Vehicle and neither be intoxicated nor under the influence of drugs, unless such drugs are taken as prescribed by a Physician, at the time of the accident. "Intoxicated" and "under the influence of drugs" are as defined by the local jurisdiction where the accident occurs.

"Scat Belt" means those belts that form a restraint system and includes infant and child restraint systems when properly used with a seat belt.

"Vehicle" means a passenger car, station wagon, van, jeep-type automobile or truck.

## HOME ALTERATION AND VEHICLE MODIFICATION

When an Injury which does not cause your loss of life results in UNUM making a payment under the "Loss Schedule" and you are subsequently required, due to the cause for which payment is made, to use a wheelchair to be ambulatory, UNUM pays, upon presentation of proof of payment (1) the one-time cost of alterations to your Residence to make it wheelchair accessible and habitable and (2) the one-time cost of modifications necessary to your motor vehicle to make it accessible or driveable.

Benefit payments herein will not be paid unless home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization providing support and

assistance to wheelchair users and vehicle modifications are carried out by a person or persons with experience in such matters and modifications are approved by the provincial vehicle licensing authorities,

The maximum payable does not exceed the amount stated in the "Schedule of Benefits".

## IN-HOSPITAL INDEMNITY

If an accident requires that you be hospitalized for more than seven consecutive days, UNUM pays a benefit equal to 1/30th of 1% of your Principal Sum for each day of continuous Hospital confinement retroactive to the 1st day of Hospital confinement.

This benefit is limited to the monthly amount stated in the "Schedule of Benefits" and is payable for a maximum period of 12 months as a result of any one accident. Successive periods of Hospital confinement for loss from the same accident, separated by a period of less than three months, will be considered as one period of Hospital confinement.

☛ *The maximum benefit amount provided for the purposes of in-hospital indemnity does not exceed, in the aggregate, a total of \$2,500 per month between all policies issued to the Policyholder by UNUM.*

## EXPOSURE AND DISAPPEARANCE

If loss results from unavoidable exposure to the elements and indemnity is otherwise payable hereunder, such loss is payable under the terms of the policy.

If your body is not found within one year after the date of the disappearance, sinking or wrecking of the vehicle in which you are an occupant at the time of the accident and under such circumstances as would otherwise be covered hereunder, it is presumed that you suffered loss of life resulting from bodily Injury caused by an accident at the time of such disappearance, sinking or wrecking.

#### EFFECTIVE DATE

The effective date of the plan is July 1, 1999. Your insurance is effective on that date if you were eligible and employed before that date, otherwise, you are insured from the first of the month following completion of your applicable waiting period.

#### INDIVIDUAL TERMINATIONS

Your coverage immediately terminates on the earliest of the following dates:

1. on the date the policy is terminated;
2. on the premium due date if the Policyholder fails to pay the required premium on your behalf, except as the result of an inadvertent error;
3. on the date you reach 71 years of age; or
4. on the date you cease to be associated with the Policyholder in a capacity making you eligible for insurance under the policy, unless stated otherwise.

Upon termination of employment or eligibility for any reason, the insurance coverage is continued until the end of the period for which the premium is paid.

#### WAIVER OF PREMIUMS

If you become totally disabled from an accident or sickness and waiver of premium is approved under your applicable Basic Group Life Insurance Plan, your premiums are waived while total disability continues, until the earlier of your recovery from total disability, your attainment of age 65, your eligibility terminates or the policy is terminated.

#### CONTINUATION OF COVERAGE

Your coverage continues by the payment of premiums for a maximum period of 12 months while you are on an approved leave of absence, temporary layoff or maternity leave. This provision ends on the earlier of the date you return to active full-time employment, the policy is terminated or at the end of the 12 month period.

#### EXCLUSIONS

The insurance does not cover losses caused in any way from suicide or any suicide attempt; self-inflicted injuries; nuclear war or war between a country of North America and/or the states of the former Soviet Union, China, France or the United Kingdom; full-time active service in the armed forces of any country; travelling as a pilot or crew member of any aircraft or travel in the Policyholder's owned or leased, operated aircraft.

#### PAYMENT OF BENEFITS

Your accidental death benefit is paid to the beneficiary designated under your applicable Basic Group Life Insurance Plan, or to your estate if no such designation is made. Any other benefits are paid to you (those described in the Loss Schedule are paid as a percentage of the Principal Sum).

#### CLAIM PROCEDURES

To make a claim under this plan, written notice of the accident must be given to UNUM within 30 days of the date of the accident and written proof must be submitted within 90 days of the date of the accident. UNUM provides the necessary claim forms as well as instructions covering other requirements that may aid in a prompt handling of the claim.

If UNUM does not receive the required notice and proof of loss, the claim may not be considered after the 90 day period has expired, unless there is good reason for the delay. In no event is a claim considered after one year from the date of the accident if UNUM was not notified and the necessary forms not completed and submitted to UNUM.

#### DISCLAIMER

This booklet should be kept with your Employee Handbook. It is a summary of the principal features of the plan and is presented as a matter of general information only. The contents are not to be accepted or construed as a substitute for the provisions of Master Policy **GSR 23654** underwritten by UNUM Life Insurance Company of America.

Printed on: December 9 1999