

AGREEMENT

-between -

ULS CORPORATION

- and -

CAW CANADA  
LOCAL 4401

CANADIAN MARITIME UNION

Effective April 1, 1993 to March 31, 1997

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**ARTICLE I - PURPOSE OF AGREEMENT**

**1.01 Preamble**

It is the intent and purpose of the parties hereto to set forth the Agreement between them with respect to the rates of pay, hours of work and other conditions of employment to be adhered by the parties hereto and those of the Company's employees who are covered hereby; and to provide a procedure for the prompt, equitable adjustment of grievances in order that there shall be no interruptions of work, work stoppages, strikes or other interferences with the operation and maintenance of the Company's vessels during the term of this Agreement.

**1.02 Gender**

In this Agreement words using the masculine gender include the feminine and neuter, the singular includes the plural and the plural singular, where the text so indicates.

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**1.03**

There shall be no discrimination -and/or harassment, against any person on the basis of colour, creed, religion, sex or sexual orientation.

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**ARTICLE II DEFINITIONS**

In and for the purpose of this Agreement:

**2.01 Vessel**

"Vessel(s)" or "Company's vessel(s)" means any one or more of the vessels owned and/or operated by the Company.

**2.02 Navigation Season**

"Navigation Season" means the period of time commencing on the date that the first of the unlicensed crew joins the particular vessel to which they have been assigned at fit-out and ending on the date that the first of the unlicensed crew have secured vessel at lay-up on its berth. After the vessel arrives at its lay-up berth the engine room employees and galley crew will be required to remain on the job until the vessel is secured -and to return to own ship to complete final **layup**. Such employees taking the voluntary layoff will have separation marked "**Laid-off**".

**2.03 Employee**

“Employee” as used in this Agreement shall mean any one or more of the unlicensed personnel employed on board the Company’s vessels in the classifications set forth in Schedule “A” hereof.

**ARTICLE III - MANAGEMENTS RIGHTS**

**3.01 Authority and Master & Officers**

The Masters and other officers of the **Company’s vessels** have and shall continue to have the exclusive right and authority to direct and to fix the hours of work thereof, and to hire, promote, demote, transfer, lay-off, suspend, discharge or otherwise discipline employees. The Company agrees that these rights shall not be exercised by the Masters and/ or other officers of the Company’s vessels in conflict with any of the provisions of this Agreement.

**3.02 Order or Direction of a Master or Officer**

The Union agrees that when any employee considers that an order or direction of the Master or of any other officer of his vessel is in conflict with the terms of this Agreement and **as a** result thereof a grievance or dispute arises, such employee, shall, nevertheless, obey such order or direction and thereafter, either the Union or such employee may obtain a settlement of such grievance or dispute pursuant to the provisions of Articles 6 and 7 of this Agreement.

**ARTICLE IV - UNION SECURITY**

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**4.01 Recognition**

The Company **recognizes** the Union as the sole collective bargaining agency for all its employees at any time on board the Company’s vessels.

**4.02 Hiring Through Union**

The Company agrees that all employees shall be hired through the offices of the Union in accordance with the terms and provisions of this Agreement.

#### 4.03 Union Membership

All employees who, on the date of this Agreement, are members of the Union in goodstanding in accordance with its constitution and by-laws and all employees who shall hereafterbecome members of the Union shall, as a condition of theircontinued employment, maintain their membership in the Union in good standing for the duration of this Agreement. Each newemployee hired by the Company after the date of this Agreement who is not a member of the Union shall, as a condition of employment, immediately upon his name being placed on the seniority lists pursuant to the provisions of Article 9 hereof, apply for, acquire and maintain membership in the Union.

#### 4.04 Ceased to be a Member of the Union

- (a) The Company shall not be required to discharge any employee at the request of the Union except for failure to maintain membership in the Union under the provisions of this Article, and in any event, not until a replacement is available under the provisions of Article 10 hereof.
- (b) For the purposes of this Article, an employee shall not be deemed to have ceased to be a member of the Union in good standing until the Union shall have determined that the **membership of such** employee in the Union is not in good standing and shall have given the Company notice in writing of such determination.

#### 4.05 Crossing Picket Lines

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Notwithstanding anything in this Agreement, employees shall not be required to **cross** picket lines established against the Company by any trade union **legally** on strike against the Company.

#### 4.06 Deduction of Union Dues

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The Company agrees during the lifetime of this Agreement, to deduct from each employee who has so **authorized** in writing, whatever sum may be **authorized** in accordance with the Union's constitution and **by-laws** for the monthly Union ~~dues~~ and/or initiation fees from the pay due each payroll period. **The written authorization** referred to above shall be in duplicate, one copy being filed with the Union and one copy being filed with the paymaster of the Company.

#### **4.07 Forwarding Deductions to Union**

The Company shall **forward** to the representative of the Union from time to time designated by it to receive same, the amounts so deducted not later than thirty (30) days following the day on which such deductions were made.

#### **4.08 Indemnification**

The Union shall indemnify the Company, its vessels, officers, servants, and agents and hold it and them or any of them harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by it, them or any of them for the purpose of complying with the foregoing provisions of this Article or in reliance on any list or notice which shall have been furnished to it, them or any of them under any of the provisions of this Agreement.

### **ARTICLE V - UNION REPRESENTATION**

#### **5.01 Delegates**

One member of the Union in each department of each of the Company's vessels shall be designated by the Union as delegate for each such department for the purpose of processing grievances and disputes with the officer in charge of such department. One of such delegates shall be designated by the Union and shall be known as the ship's delegate.

Providing they do not interfere with the working or good order of the Company's vessels, neither the Company **nor any** of its officers on board the Company's vessels shall dismiss, demote, or in any **manner discriminate** against a delegate or other employee for actions taken by such delegate or such employee in the performance of his duties pursuant to the grievance procedure in this Agreement.

The names and departments of the delegates, from time to time designated, shall be given in writing to the Master and Chief Engineer and the Company shall not be required to **recognize** any such delegate until this has been done.

#### **5.02 Co-operation of the Company**

The Company undertakes to instruct its supervisory personnel to cooperate with the delegates in the carrying out of the terms and requirements of this Agreement, and the Union **undertakes** to secure from its officers, delegates, and members **their co-operation** with the Company and with all persons representing the Company in supervisory capacity.

### **5.03 Company Passes for Authorized Representatives of the Union.**

The Company agrees to issue boarding passes to **authorized** representatives of the Union for the purpose of conferring and consulting with employees.

Union representatives referred to above having obtained boarding passes, shall be permitted to board the **Company's vessels at any port or where** necessary and shall be permitted to confer with the Masters or officers in charge of the Company's vessels with respect to any grievances, provided that the representatives shall not interfere in any way with the efficient operation of the Company's vessels.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **6.01**

A grievance is defined as a difference between the parties relating to the interpretation, administration **or an** alleged violation of this Agreement. Such grievances or differences shall be settled in accordance with the following procedure and in no case shall the Union engage in strikes, work interruptions, slowdowns or stoppages of work either complete or partial and the Company shall not engage in Lockouts on account thereof.

### **6.02 Step No. 1**

- (a) An employee grievance shall be presented to the ship's delegate in the employee's department or representative of the Union within thirty (30) days of the events or circumstances giving rise to the grievance.
- (b) The delegate or representative of the Union shall thoroughly discuss the grievance with such employee and within two days there of present the grievance to the particular officer in charge of the relevant department. The officer and delegate or representative of the Union shall make every effort to achieve a satisfactory settlement.

### **6.03 Step No. 2**

Failing the achievement of a settlement pursuant to Step No. 1 above, within two days of the presentation of the grievance the delegate or representative of the Union shall reduce the grievance to writing and present it to the Master or Chief Engineer of the vessel. The written grievance shall describe the nature of the grievance, the article of the Agreement allegedly violated, the date of the violation, and the redress sought. The Master or Chief Engineer shall thereupon make every effort to achieve a satisfactory settlement and shall give his reply in writing.



#### 6.04 Step No. 3

Failing settlement at Step No. 2 within three **days of** the presentation of the grievance to the Master or Chief Engineer the delegate or Union representative shall forward a copy of the written grievance to a **fulltime** representative of the Union. The **fulltime** representative of the Union upon receipt of the written grievance shall forthwith make **arrangements with** representatives of the Company to attempt to effect a satisfactory settlement. The Company reply shall be in writing.

#### 6.05 Step No. 4

Failing settlement at Step No. 3 within **10** days of the meeting between the **fulltime** representative of the Union and the representative of the Company, either party may notify the other in **writing of its** intention to proceed to arbitration. If no such written notice requesting arbitration is made within the specified time limit, then the grievance shall be deemed to have been abandoned.

#### 6.06 Discipline and Discharge Cases

- (a) No employee shall be disciplined or discharged without just cause. **Discharges or** discipline must be effected by the Company within **24** hours of the actions by the employee giving rise to the discharge or discipline. In **cases of discharge** or discipline the **grievance procedure shall** be commenced at **Step No. 3**. At the request of the employee a ship's delegate or a fellow employee may be present when disciplinary action is anticipated.

At the request of the Union, the Company shall review the causes of discharge of a former employee **or the** loss of seniority of an employee and upon completion of such review and upon mutual agreement of the parties such former employee or employees respectively, as the case may be, may be re-hired upon terms agreed to or may have his seniority status adjusted.

- (b) There shall be only two such reviews during each year of the term of this agreement. An employee shall be reviewed only once and if he is not reinstated or if his seniority is not restored, his name shall not be brought forward at any such subsequent meeting.
- (c) A record of disciplinary action will be removed from an employee's file after a period of two years from the date of the infraction. An employee may make application to attend at the company's **offices** to review his employment file. 9

#### 4.07 Policy Grievance

- (a) A policy grievance is defined as a dispute or difference involving the Union **or** a substantial number of employees in the bargaining unit. Such grievance shall be submitted by the Union to the Company in writing within **30** days of the events or circumstances giving rise to the grievance and sent by registered mail or delivered by hand.
- (b) The Company, upon receipt of **the** said notice shall forthwith **make** arrangements within **21** days, if there is no acknowledgement of the above mentioned policy grievance, the grievance will be considered settled in the Union's favour as submitted.

#### (c) Company Grievance

A Company grievance is defined as a grievance instituted by the Company involving a dispute or difference with the Union or its members. **Such a grievance** may be referred to the Union in the same manner and to the same extent as a policy grievance, and the procedures for settling such grievance shall be in the manner as prescribed for policy grievances.

## **ARTICLE V - ARBITRATION**

### **7.01**

- (a) Grievances that have been **processed** in accordance with the **procedures** specified by Article 6 and not settled may be referred to arbitration upon the written submission of either party.
- (b) **Within five (5) days of the receipt of the written request** by either party for arbitration the parties shall confer with a view to choosing a single arbitrator. Should the Company and the Union fail to agree on a single arbitrator within **10** days of the meeting referred to above the Minister of Labour for Canada will **be asked** to appoint a Chairman.

### **7.02**

The time limits set forth in Articles 6 and 7 can be extended or modified upon the written agreement of both parties to this Agreement except in the case of Article **6.07**.

### **7.03**

The award of the arbitrator appointed in accordance with the provisions of this Article shall be final and binding upon both parties.

### **7.04**

The award of the arbitrator shall be limited to the grievance, dispute or difference described and contained in the written grievance and the arbitrator does not have the power to disregard, alter or modify any of the provisions of this Agreement or accept any new provision for any existing provision or to give any award inconsistent with the terms and provisions of this Agreement.

### **7.05**

Each of the parties of **this Agreement** shall jointly bear the fees and expenses of the arbitrator.

**ARTICLE VIII - SAFETY**

**8.01 Safe Working Gear and Equipment**

The Company shall make every reasonable effort to furnish and maintain safe working gear and equipment for the protection of the employees and shall continue to make reasonable provisions and rules for the safety of the employees.

**8.02 Violation of Safety Rules**

Violation of safety rules made known to employees and as established, altered and posted by the company from time to time shall be cause for disciplinary action.

**8.03 Unsafe Conditions**

Employees shall bring to the immediate attention of the head of their department any unsafe conditions of which they have knowledge.

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It is agreed and understood that the Company will not require an employee to perform unsafe work or hazardous work. When an employee considers his health or safety to be jeopardized he will report the situation to the appropriate officer. The Company undertakes to instruct its officers as to their proper role in the administration of this clause.

**8.04 Review of Safety**

The Company agrees that its representatives will meet with representatives of the Union at least once every month during the navigation season and at least once during the winter months in order to review the safety conditions existing on board the vessels and to discuss possible ways and means of further improving safe working conditions and **practices**.

**8.05 Mooring Lines**

When handling mooring lines, at least two (2) men shall be used when the vessel is letting go and at least two (2) men shall be used on each wire that has a long lead of over 150' **except** in dangerous conditions.

**8.06 Suitable Means of Access**

Any vessel tied up at any wharf, dock or landing place where employees may go ashore or come aboard, unless canalling shall provide a suitable means of access properly secured to the ship for safe and convenient transit of employees and such means of **access** shall be promptly lighted with a safety net attached to the ship's side.

Furthermore, such means of access shall be of solid construction and with fitted hand rails and a boarding platform supplied to step from said means of access to deck and a watch shall be maintained from **18:00** hours to **06:00** hours except during lay-ups when an alarm bell system shall be used in place of a watchkeeper.

**ARTICLE IX - SENIORITY**

**9.01**

- (a) Seniority is defined as length of continuous service with the Company and shall be **recognized** by the parties with respect to all matters of employment.
- (b) A seniority list shall be established and maintained by the parties for each of the deck, engine room, steward's, **and cargo maintenance** departments. The list shall describe
  - i) date of Company hiring and Company seniority;
  - ii) date of hiring into particular classification, the employee's seniority number in his classification, **M.E.D.**, Cooks certificate, Bridge Watch certificate, and Engine Room Rating certificate.

- 9.01 (c)** In the event of equal classification seniority standing overall Company seniority shall prevail.
- (d)** Seniority lists shall be posted on all vessels on or before April **15th** and November **1st** of each year during the term of this Agreement or any renewal thereof. A dispute as to the seniority status of any employee shall be considered as a **grievance** and shall be determined in accordance with the provisions of Article 6 and 7 hereof. Where the seniority status of any employees remain undisputed on two successive postings, such seniority shall be final and binding on the parties hereto and upon such employee.
- (e)** Second cooks who have worked in the position of chief cook for at least **45** consecutive days shall be placed on the chief cook's seniority list on the basis that all time served as chief cooks since January **1991** shall be credited as their chief cook's seniority. They shall also maintain their relative position on the second cook's seniority list in accordance with total service in the **Steward's Department**.

**9.02 Probationary Period**

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Each new employee to be hired by the Company shall, in addition to acquiring membership in the Union pursuant to the provisions of **Article 4.03** hereof, be placed on the seniority lists as of and upon completion of a period of forty-five **(45)** consecutive **days** of employment satisfactory to the Company, **with** seniority status dating back **to the day** of his hiring.

**9.03 Loss of Seniority**

Seniority shall terminate for the following reasons:

- (a) quit;
- (b)** discharge **for just** cause if not reversed through grievance procedure;
- (c)** is absent beyond the time limit of any **authorized** sick leave or leave of absence granted by the Company;
- (d)** failure to comply with Article **10.02 (g)**.
- (e)** An employee shall be allowed to refuse three successive relief assignments for personal reasons but shall be required to accept the fourth assignment. A refusal of the fourth assignment shall result in the loss of his seniority and the termination of his employment, subject to justifiable reasons.
- (f)** The company shall notify employees in writing of the reason for the loss of their seniority.

#### 9.04 Voluntary Leaving

The seniority status of an employee shall not in any way be affected by such employee voluntarily leaving his employment with the Company, provided that such employee shall, without exception, prior to such voluntary leaving, have:

- (a) given not less than twenty-four (24) hours of written notice to the appropriate ship's officer;

NOTE: An employee who fails to give such said **twenty-four (24)** hours written notice shall be deducted one day's pay (i.e., eight **<8>** hours at the basic hourly rate) and such said deduction shall be a proper payroll deduction.

The Master or Chief Engineer may, in exceptional circumstances, waive the requirement of the said **twenty-four (24)** hours written notice.

- (b) Completed a period of one hundred and **eighty (180) days** of continuous employment from the date he is first employed by the Company on board its vessels during any one or an immediately succeeding navigation season;
- (c) prior to leaving his vessel the employee shall signify his intention to resume employment with the Company by completing Item **10** on the Separation from Employment form. This form shall forthwith **be sent** by the Master to the Company;

NOTE: Employees are required to complete Item **10** which states "I hereby give notice that I wish to resume employment with the Company. I will be available for employment within **\_\_\_\_\_** days from this **date** (maximum of **14** days)."

- (d) Upon resumption of his employment, completed a further period of ninety (**90**) days of continuous employment with the Company on board any one or more of its vessels during the same or the immediately succeeding navigation season.

The seniority status of an employee shall continue unaffected until it is established that **such** employee has failed to comply with any or more of the conditions of Article **9.04** above, at which time his seniority status shall be forfeited.

It is agreed and understood that compliance with the conditions set forth in Article **9.04** shall not be required in the event that such employee is justifiably absent from his employment.

### 9.05 Department Transfers

When an employee transfers from one department to another, he shall continue to accumulate seniority in the former department up to a maximum of one hundred and eighty (180) days. If such an employee remains in the department being transferred to for a period of time exceeding forty-five days (45), such employee's seniority shall be calculated in such said department from the initial date of transfer. If such an employee wishes to transfer back to his former department within the said one hundred and eighty (180) day period, he shall only be permitted to do so if there is a vacancy and if he has the required departmental seniority.

### 9.06 Promotion

When an employee who has established seniority is transferred out of the bargaining unit he shall retain seniority previously acquired for a period of two (2) years. If he remains outside the bargaining unit after two (2) years he shall lose all seniority in the bargaining unit. If an employee is discharged while in the promoted classification subject to his reinstatement under the grievance procedure and notwithstanding the foregoing provisions, he shall lose all his seniority rights with the Company.

### 9.07

When an employee is offered modified work in another department or classification, he shall be credited with one third of his company seniority in his previous classification for the purpose of his seniority standing in his new department or classification. In the event he subsequently is able to perform the work of his previous classification, he shall be permitted to return to his previous classification and shall be credited with his previous and subsequently accumulated seniority.

## ARTICLE X - HIRING

### 10.01

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- (a) Seniority shall govern ~~there-hiring, lay-off,~~ demotion, promotion of employees and filling of vacancies within the bargaining unit provided they have the ability to perform the work in question and are willing and physically fit.
  - (b) Each employee is required to notify the Company promptly of any change in address and telephone number; failure to do so will not render the Company responsible for the failure of any notice, letter or telephone call to reach such employee.



### 10.02 Hiring at Fit-Out

- (a) All positions on all of the **Company's vessels shall** between January 1<sup>st</sup> and February 10<sup>th</sup> in each calendar year, be deemed to be **open** for the commencement of the ensuing navigation season and all such positions shall be filled on the basis of an **employee's** departmental seniority and his qualifications for the various classifications for which applications are made in accordance with the foregoing.
- (b) At the conclusion of the previous navigation season, but not later than January 15<sup>th</sup>, the Company shall **send a** recall employment form to each employee who completes such season and whose name appears on the seniority lists pursuant to the provisions of Article 9 hereof.
- (c) On or after January 1<sup>st</sup>, employees may make applications (with or without Company recall employment form referred to in Article 10.02 (b) above) for all positions on all of the Company's vessels.
- (d) **The** Company shall notify by telephone, each employee to be employed at fit-out, pursuant to the provisions of this Agreement, of the name of such employee's vessel, his position therein, and his expected reporting time and place. The reporting time shall be **08:00** hours on the day called for.
- (e) The telephone call referred to in Article 10.02 (d) above shall be made to all employees not less than seventy-two (**72**) hours prior to the expected reporting time.

Each employee to whom a telephone call is made in accordance with Article 10.02 (e) above, shall confirm by telephone call to the Company, not less than twenty-four (**24**) hours prior to the expected reporting time, his availability for employment. In default of such confirmation the employee shall, notwithstanding his seniority, lose his position on such vessel.

- (g) An employee who having confirmed his availability for employment in accordance with this Article does not report to his vessel in accordance with said confirmation shall be provided with the next available employment provided he notifies the Union and the Company of his inability to report to work twenty-four (**24**) hours before his expected arrival. In default he may lose his seniority.

### 10.03 Hiring During the Navigation Season

- (a) "in the event of any vacancy aboard a vessel, such vacancy shall be filled in the following manner:
- i) The senior employee in the same classification on the Union's Replacement List in accordance with said seniority list. **A qualified** employee may register in the next lower classification in the same department.
  - ii) The senior employee employed on board the vessel in the next lower classification.
  - iii) The senior employee in the classification in which the vacancy occurred, but not employed on such vessel, who has by prior notice requested a transfer. Such transfer to be made at such employee's expense."
- (b) An employee who has acquired seniority may be granted one transfer in any navigation season, subject to the prior approval of the Company and the Union. At least one week's notice of application for transfer must be given. All travelling and waiting expenses occasioned by the transfer will be borne by the employee.
- (c) In the event that the vacancies referred to in this Article can only be filled by employees who have not completed the probationary period then preference shall be given to those employees who have the greatest length of employment with **the Company subject** to their being displaced by employees with seniority.

### 10.04 Miscellaneous Hiring

The Union shall have its hiring hall or dispatch office open **twenty-four (24)** hours a day-or, in the alternative, Union dispatchem shall be available at designated phone numbers at all times.

The Union agrees that it will not accept requests for employees made by any of the **officers** of the Company's vessels, but agrees that all such requests shall be made by and accepted by the Union through the personnel **office** of the Company.

Upon an employee being dispatched for a position on board any of the Company's vessels, prior to their being dispatched, the Union shall inform the **Company** of the names of employees and if such employees are refused by **the Company**, the **Company** shall **provide** written reasons to the Union for the rejection. **If necessary** the Company and the Union will exchange all applicable particulars of his/her employment at this time or as soon thereafter as possible.

**10.04**

The appropriate officers on board the vessels of the Company shall have the right at any time at the commencement of or during the navigation season to reject any prospective employees dispatched thereto by the Union provided such rejection be for reasons which are valid and provided that such reasons be given in writing to the Union and to such employees.

When a replacement is ordered to join a vessel and is not required on reporting, he or she ~~will be reimbursed~~ by the Company for one (1) day's wages and transportation ~~from and~~ to his home.

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In the event the Union cannot fill vacancies in accordance with any of the terms and provisions of this Agreement, the Company shall have the right to hire employees **from** any other **sources** which may include applications for employment that the Company or the Union may have on hand.

**10.05 Engagement of Employees by Company**

Notwithstanding any other provisions of this Agreement, it is agreed and understood that where the Union cannot supply the Company with employees within four (4) hours of notified sailing time after having **received** sufficient notice to do same, that the Company shall be free to engage the required employees.

**ARTICLE XI - HOURS OF WORK**

**11.01 Regular Hours of work**

The following provisions are intended to define the regular **hours of** work for the general classifications set out in Schedule "A" to this Agreement.

**11.02 For all Employees**

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For all employees, the regular work week, including times of fit-out and lay-up, shall be fifty-six (56) hours per week, comprised of seven (7) -eight (8) hour days.

**11.03 Employees Assigned to the Three Watch System**

(a) For employees assigned to the three (3) -watch system (that is, watchkeepers), the regular hours of work shall **be** eight (8) hours per day **with** four (4) hours on watch to be followed by eight (8) hours off watch except where, in the Masters or Chief Engineer's discretion it is deemed advisable to break watches while the vessel is not under way.

- (b) When watches are broken and day-work is undertaken, the hours of work shall be between 06:00 hours and 18:00 hours. While such watches are so broken when the vessel is in dry dock or when the vessel is in the process of being fitted-out or laid-up, short-hand pay for missing employees will not be paid except for galley staff when the deck and engine crew are on board. No employee shall be required to work more than eight (8) hours during any day in which day-work is undertaken without payment of overtime, taking into consideration watches which he has stood or will stand both before and after day-work commenced or ended.
- (c) The watchkeeper with the most overall Company seniority on each vessel shall have the right to select his watch.

#### **11.04 Employees Not Assigned to the Three Watch System**

For employees not assigned to the three (3) watch system (that is, dayworkers), the regular hours of work shall be any eight (8) hours per day between 06:00 hours and 18:00 hours.

#### **11.05 Steward's Department**

- (a) For employees in the steward's department (that is, chief cooks, second cooks, and porters) the regular hours of work shall be eight (8) hours per day, within a spread of twelve (12) hours within the period 0600 and 1800 hours and shall be posted in the department.
- (b) All hours worked in excess of eight (8) hours, will be paid at the applicable overtime rate.
- (c) When galley staff are requested to work outside their department during operational periods, they shall receive their regular rate of pay or the rate for the job, whichever is greater.

#### **11.06 Meal Hours and Coffee Breaks**

- (a) Meals shall be served, when applicable, as follows:
  - Breakfast - 07:30 hours to 08:30 hours
  - Dinner - 11:30 hours to 12:30 hours
  - Supper- 17:00 hours to 18:00 hours
- (b) Fifteen minutes shall be allowed off for coffee breaks during the forenoon, afternoon and night, and night lunches shall be available for employees.
- (c) Those employees called upon to work overtime shall be allowed fifteen (15) minute coffee breaks at two (2) hour intervals.

**11.06 Meal Hours and Coffee Breaks (contd)**

(d) Coffee breaks and night lunches shall in no way interfere with the operation of any vessel.

$\frac{36}{120}$  (e) The meal hour will consist of any consecutive sixty (60) minutes between 11:00 hours and 13:00 hours. In the event an employee works during the said meal hour he shall receive an hours additional pay at the applicable overtime rate. Each employee will be allowed at least twenty (20) minutes on Company time for said meal. The twenty (20) minute guarantee shall also apply to the breakfast and supper hour when an employee is working over time.

(f) Watchkeepers who are required to relieve the 4:00 to 8:00 watch for meals while the vessel is underway shall only be required to perform duties that are for the safe navigation of the vessel.

(g) While the vessel is in port, watchkeepers on the 4:00 to 8:00 watch shall relieve each other for meals during their regular watch.

(h) When any of the Company's vessels are in port and the 12 to 4 watch are required to remain on board to relieve the 4 to 8 watch for supper, those of the 12 to 4 watch participating on such relief shall be paid one (1) hour's overtime at the rate of time and one-half (1 1/2) the employee's basic rate of pay for each occasion in addition to their basic rate of pay.

**11.07**

All dayworkers (deck foremen, galley, ordinary seaman and cargo maintenance men) shall be guaranteed a seven (7) day work week and shall be required to work eight (8) hours per day between 0600 and 1800 hours on Saturday, Sunday and Statutory Holidays subject to the statutory rest period. If a dayworker requests and is granted time off during the work period, he shall receive basic pay only.

**ARTICLE XII - UNITES OF PAY**

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**12.01 Bask Pay**

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Any monetary claim unless filed within sixty (60) days from receipt of an employee's pay slip shall be deemed to be abandoned by the employee or his agent. The hourly rate of pay shall be paid for all work performed during the regular work week as described in the schedule of wages and shall be as set forth in Schedule "A" to this Agreement.

**12.02 Overtime Pay**

Overtime pay shall be as set forth in Schedule "A" to this Agreement. Overtime pay shall not be paid more than once for any hour worked, and there shall be no pyramiding of overtime.

Overtime pay at the rate of time and one-half (**1-1 1/2**) the basic hourly rate of pay shall be paid for all work performed:

- (a) on Saturdays, or
- (b) in excess of the **eight (8)** regular hours referred to in Article **11.02**,  
or
- (c) during fit-out, lay-up and dry docking, when such work is performed outside the eight (**8**) regular hours referred to in Article **11.02**.

Overtime pay at the rate of double (**2**) the basic hourly rate of pay shall be paid for all work performed:

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- (a) on **Sundays, or**
  - (b) during fit-out, lay-up, and dry docking, when such work is performed on Saturdays **and/or Sundays**.
  - (c) Overtime **pay at the** rate of two and one half (**2 1/2**) times the basic hourly rate of pay shall be paid for all work performed on holidays,

**12.03 Conditions of Overtime**

- (a) Call out time

Overtime pay will commence from the time the employee is called to report for overtime duty. An employee who is not on duty when called for overtime work shall be allowed twenty (**20**) minutes in which to report.

- (b) Minimum Overtime

An employee performing overtime work which ceases before the expiration of one (**1**) hour shall nevertheless be credited with one (**1**) hour's overtime. After the first hour of overtime each further period or a portion thereof of one-half (**1/2**) hour of overtime shall entitle the employee to one-half (**1/2**), but not less than one-half (**1/2**), the hourly overtime rate.

**12.03 Conditions of Overtime (contd)**

(c) Knocked Off While on Overtime

When the employees are required to work overtime and while in the process there of are "knocked off" for less than two (2) hours they shall be paid for the period during which they are "knocked off" at the overtime rate until the end of such period or until recalled for regular work if recalled before the end of such period.

(d) Wheelsman in the Cargo Holds

In the interest of safety and training the wheelsman shall not be required to leave the bridge during **transiting** or at anchor. All time worked by a wheelsman in the cargo hold during **his watch** shall be paid at the overtime rate. All time worked in the cargo hold when the wheelsman is off watch shall be paid at double (2) times the rates.

(e) The Master shall provide an employee with a copy of his overtime record for each pay period.

(f) Distribution of Overtime

The Company agrees, whenever possible, to distribute the overtime hours equally among the employees in the classifications normally performing such work, bearing in mind the length of time such employees have been on board the vessel during the pay period in question.

(g) Refusal of Overtime

It is agreed that **employees are** entitled to a minimum of six (6) continuous clear hours of rest each day. On any given day, therefore, an **employee** may refuse to work overtime to such an extent which will deny him **having his 6) continuous** clear hours of rest for that day. For the purpose of this clause, a day is defined as a continuous period of time from 00:01 to 24:00 hours. In addition to the foregoing an employee shall not be required to work more than eighteen (18) hours without receiving the specified six (6) hours of rest immediately thereafter.

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**12.04 Additional Duties and Pay**

(a) An employee required to perform additional duties between 18:00 hours on Friday and 08:00 hours on Monday shall be paid overtime at the rate of two and one-half (2 1/2) times the employee's basic hourly rate of pay.

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(b) Subject to the terms of this Article, when additional duties are performed, employees shall be paid time and one-half (1 1/2) the employee's basic hourly rate of pay when such duties are performed during the regular hours of work and two (2) times the employee's basic hourly rate of pay when such duties are performed outside the regular hours of work.

### 12.05 Longshore Work and Pay

If an employee is required to perform any work usually done by longshoremen (with the exception of trimming the hatches and sweeping cargo holds and ledges) such as the handling of cargo, he shall perform such work and shall only be paid therefore multiples of the basic hourly rate, for his classification, as hereinafter set forth in addition to receiving his regular rate:

#### HOURS WORKED

|             | Weekdays | Saturday | Sunday | Holiday |
|-------------|----------|----------|--------|---------|
| 08:00-17:00 | 1-1/2    | 1-1/2    | 2      | 2-1/2   |
| 17:00-08:00 | 2        | 2-1/2    | 2-1/2  | 2-1/2   |

### 12.06 Stand-by

- (a) When employees standing watches are temporarily promoted for the purpose of replacing men who are injured, **sick or absent**, they shall receive the rate of pay of the classification promoted to only while so standing.
- (b) In addition to the foregoing, if an employee becomes injured or ill except by his own wilful act or default, and is bedridden because of such injury or illness, he shall receive his basic pay until the next port of call or port of convenience where medical assistance is available.

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*hourly* (c) When a vessel is in port, and an employee is required to remain on board either during or after completing his regular hours of work, such employee shall be paid hourly standby pay at his applicable **basic**, or overtime rate of pay for each hour he is required to remain on board the vessel.

*48d*  
*1* (d) When a vessel is in port, and an employee is required to return to such vessel either during or after completing his regular hours of work such employee shall be paid at his applicable basic, over time or premium rate of pay, for all hours which he is required to return for, provided further he is paid a minimum of two (2) hours at time and one-half (1 1/2) his basic hourly rate whether he works such hour or not.

### 12.07 Remaining at Post

Subject to Article 12.01 should an employee fail to report at his regular post at the beginning of his watch, the employee at such post on the preceding watch shall remain at his post until a substitute is secured, and if necessary, he shall work the extra watch or a portion thereof at the regular, and overtime hourly rate of pay, as applicable.



### **12.08 Short-Hand Pay**

When a vessel sails without a full complement of deckhands, ordinary seaman or engine room **daymen** the basic pay of the missing employee or employees shall be divided equally and paid to the respective remaining employees in the affected classification. The maximum short-hand pay to be received by any one employee shall not exceed one day's basic pay per day while the vessel is short-handed.

Notwithstanding the generality of the foregoing short-hand pay will not be paid in the following circumstances.

- (a) when a deckhand or ordinary seaman fails to **rejoin** his vessel at sailing time without **giving sufficient** notice in order to enable the Company to secure a replacement;
- b) when a deckhand or ordinary seaman misses his vessel in transit;
- c) when an ordered replacement for a deckhand or ordinary seaman fails to report to the vessel at the designated reporting place;
- d) when the vessel is in dry dock or in the process of being fitted out or laid up;

It is agreed that short-hand pay will be paid when the Company fails to give six hours notice to the Union of the requirement for a replacement at a specific location.

## **ARTICLE XIII - OPERATIONS ON BOARD VESSEL**

### **13.01 Safety and Good Order of Vessel**

In addition to the duties specifically imposed upon employees by this Agreement, all employees shall perform competently the ordinary duties pertaining to their positions on the Company's vessels.

Any work necessary for the safety and good order of the vessel, guests, employees, officers, or cargo or for the saving of or rendering assistance to other vessels, lives, property, or cargoes, shall be performed at any time on immediate call by all employees and, notwithstanding any provision of this Agreement which might be construed to the contrary, in no event shall overtime or premium pay be paid for work performed by employees in connection with such emergency duties, of which the Master shall be the sole judge.

### 13.02 Emergency Drills

The Master may whenever he deems it advisable require all employees to participate in life boat or other emergency drills. Such drills shall take place at least once per calendar month.

### 13.03 Personal Effects

Where an employee suffers loss of clothing or other personal effects directly attributable to:

- (a) the loss or damage to his vessel through a cause **or causes** beyond the control of the Company or its officers, or
- (b) the negligent act(s) of a vessel's officer(s) or
- (c) defects in the vessel and/or its machinery and equipment which were known or ought to have been known by any one or more of the vessel's officers, employees who suffer loss through no fault of their own shall be paid by the Company (upon adequate proof as to **value**) the amount of such loss **or** two thousand **(\$2000)** dollars, whichever is lesser.
- (d) the Company shall **not be** responsible for an employee's personal belongings left on board a vessel after an employee has signed **off**.

### 13.04 Crew's Quarters and Supplies

The Company shall see that all quarters assigned to the employees are kept clean and the employees shall cooperate with the Company in this respect. The employees' quarters, including washrooms and recreation rooms, shall be kept thoroughly clean at all times. The employees are responsible for the cleaning of their own quarters, and such cleaning shall be carried out during the regular hours of work.

The Master **or an officer** delegated by him and the vessel's delegate shall inspect all quarters and their equipment, washrooms, and **recreation** rooms once a week. An inspection schedule shall be established by the aforementioned parties in order that the weekly inspections be regularly carried out. Every reasonable effort shall be made to have inspection **tours** carried out during the regular **hours of** work. There shall be at least twenty-four **(24) hours** notice given to an employee prior to an inspection tour. The Master or the officer delegated by him, after discussing the matter with the delegate, may order that an area, location or given equipment **be** cleaned within a reasonable period of time, and failure to so do shall constitute **just cause** for disciplinary action.

13.05

Before an employee is paid-off, his quarters shall be inspected by the Master or an officer delegated by him. A fair evaluation of the cost of repair or replacement shall be made of damage to the room and/or its contents directly attributable to the employee in question and such cost shall be a proper payroll deduction from monies owing to the said employee. At all times, a delegate or in his absence, a chosen unlicensed employee, shall be present at such an inspection.

**Failure to notify the employee before pay-off on writing of any such damages and evaluation of cost will exempt the employee from any payroll deductions.**

There shall be an extermination **and/or fumigation** inspection of each vessel, conducted by an independent exterminator or fumigator carried out from time to time as required. Any findings of vermin on board such vessel shall be forthwith positively acted on. Furthermore, the Company agrees to fumigate all quarters whenever such fumigation is necessary to free them from vermin.

The following items shall be supplied to each employee:

- (a) a suitable number of clean blankets for each employee;
- (b) linen sheets and pillow cases which shall be changed weekly;
- (c) four (4) bath towels once a week;
- (d) an adequate supply of brand-name soap, two glasses, and an ash-tray;
- (e) on vessels which have no air-conditioning or forced ventilation, portable fans shall be provided in employee's quarters and kept in proper working order.

The Company agrees to have on board each of its vessels, in proper working order, a **washing** machine, a dryer, and a colour television set, which are to be **reasonably** maintained by the Company. **The Employees shall** at all times handle such said appliances with reasonable care. Should an **employee** or employees be found by the Master or any officer of the **vessel** to have negligently, wilfully, or maliciously caused damage to such appliances, or any other of the vessel's property, then such employee or employees shall be fully liable for the damage caused, and the cost of **repair** or replacement shall be a proper payroll deduction.

On new constructions, the Company agrees to make every reasonable effort to have single berth cabins, for employees, **as well as** adequate washroom, toilet, and shower facilities. Furthermore, on **new constructions**, the Company agrees to review and discuss blueprints, as they pertain to this clause, with the Union, in order that the Union's opinions and recommendations can be ascertained.

### 13.06

Whenever **employees** are required to paint **their own quarters** during hours of work **other** than regular hours of work as set forth in Article 12 of this Agreement, they shall be paid time and one-half (1 1/2) their basic hourly rate for the **time** so spent.

The Company agrees to discuss and investigate with the Union questions of excessive engine or other noise affecting employee accommodations and the Company will rectify any such unsatisfactory condition if it deemssuch rectification to be practical and possible.

The Company agrees to discuss and investigate with the Union questions of **sufficient** insulation against excessive heat and cold conditions affecting **employee** accommodations and the Company will rectify any such **unsatisfactory** condition if it deemssuch rectification to be **practical** and possible.

The **Company** agrees that any **remodelling** in regard to any accommodations will be done at the appropriate **time** convenient to all parties concerned.

### 13.07 Routine Operational Duties

- (a) Routine operational duties between **0600 hours and 1800** hours shall include all work pertaining to the moving and **placing** of the vessel, all work relative to the loading, **pre-loading and unloading** of cargo as well as fuelling, the cleaning of **debris** from the **deck** whenever loading or unloading is completed; and shall include such sanitary duties as the cleaning of **basins**, toilets, wheelhouses, recreation rooms and messrooms, sweeping, **mopping, drywiping** and cleaning of floor plates and the cleaning of engine room **deck** plates, and the cleaning of oil from machinery spaces including the exterior of the main and auxiliary engines, and chipping, scraping, scaling, painting and **soogeeing**.
- (b) Oilers and firemen are to assist with the taking and **placing** on board of engine room stores and galley stores in addition to **their** regular duties when no deck crew is on board vessel.

### 13.08 Additional Duties

Routine operational duties shall not include the cleaning of water ballast tanks, fresh water tanks, **air bottles (internal)**, any manual work inside fuel or lube oil tanks, fire **sides of water** tube boilers, (tubes, economizers, superheaters), internal boiler work **including cleaning of** steam drums, **water drums** and wind boxes, air **heater spaces, economizer** sections, cleaning of oil spills in excess of one (1) barrel from mechanical failure or bunkering, scavenge spaces, and exhaust **manifolds** on internal combustion engines also **cleaning of dirty** engine room bilges and tank tops where men are required to **work below engine-** room gratings or floor plates excluding manual work in **diesel engine crank-cases**.

The performance of additional duties must have the prior approval of the Master or Chief Engineer or officer in charge before such work is commenced. It is agreed and understood that the above noted additional duties shall be paid for in accordance with Article 12.04.

**13.09 Guaranteed Work Week**

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All **dayworkers** (deck foremen, galley, ordinary seamen and cargo maintenance men) shall be guaranteed a seven (7) **day** work week and shall be required to work eight (8) hours per day between **0600** and **1800** hours on Saturday, Sunday and Statutory Holidays subject to the statutory rest period. If a dayworker requests and is granted time off during this work period, he shall receive basic pay only.

Ordinary seamen shall be guaranteed seven days work **per week**, eight hours per day between the hours of **0600** and **1800**, provided they shall perform such duties as may be assigned to them by the Master or First Mate in their own department. On Saturdays, Sundays, and statutory holidays ordinary seamen will not be required to **perform**-work set out in Article 13.08. Such assignment will not result in the displacement of personnel in another classification.

**ARTICLE XIV - SHORT TERM LAY-UPS AND NOTICE OF LAY-OFF**

**14.01**

(a) In the event that the employment of an employee shall be terminated on account of his vessel being laid-up or its normal operations being otherwise anticipated to be terminated for a period of seven (7) consecutive days or less, then provided such employee returns to his vessel when recalled, he shall be paid his basic hourly rate of pay for the regular hours he would have worked to the earlier of the date of his reporting time to his vessel or another vessel, or the date of the expiration of such said seven (7) **day** period.

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(b) The Company agrees to give all affected employees at least **forty-eight (48) hours written notice of lay-off** and it is **agreed** that such written notice shall be posted. In lieu of such said notice the Company agrees to pay each employee so laid off one (1) day's basic pay (i.e. eight <8> hours at the basic hourly rate). Except in the case of emergency.

#### **14.02 Availability for Duty**

Each employeeshall report on board hisvessel at loading and unloading ports and be available for duty not less than one (1) hour before time of sailing, as posted on a notice board. If a crew member misses a vessel due to the fact that it sails before the posted sailing time, he shall notify the Master by radio telephone within six (6) hours of the original posted sailing time, and if such crew member rejoins the vessel at the first point where it can be boarded, he shall be reinstated, provided he notifies the captain of the vessel as soon as possible of his intention to rejoin the vessel, **and shall** be reimbursed transportation costs. Such shall not constitute a break in service.

### **ARTICLE XV -GENERAL WORKING CONDITIONS**

#### **15.01 Missing Vessel**

- (a) In the event an employee does not rejoin his respective vessel at sailing time from any port during the navigation season, the said employee shall personally contact the vessel by means of shore to ship **telephone** within **12** hours of the vessel's departure for the purpose of giving reason to the officer designated for such **purposes** of the nature and circumstances involved pertaining to the vessel being missed. At this time the officer designated for such purposes will advise and instruct the employee where to join the vessel. **In the event** the employee is refused after such instructions, lost time and expenses will be fully reimbursed.
- (b) If the employee does not rejoin his respective vessel at the next port or point of embarkation, or if an employee fails to personally contact the appropriate officer of his respective vessel in accordance with Article **15.01** above, then he shall be deemed to have voluntarily terminated his employment.
- (c) Notwithstanding sub-paragraphs (a) and (b) above in the event an employee has missed his respective vessel for a third time in any one navigation season, his employment shall be forthwith terminated by the Company and such termination shall be deemed to have been **for just** cause.
- (d) An employee rejoining his respective vessel at the next port or possible point of embarkation, must rejoin the said respective vessel at his own expense.

### 15.02 Time Off and Trading Watches

As much time as is reasonably possible shall be given off when a vessel is in port. Such time off shall be granted at the discretion of the Master. Every consideration shall be given employees in requests for time off in port, for the purpose of obtaining medical care, legal counsel, or necessities of life.

An **employee**, with the permission of the Master or deck officer, or, in the case of an engine room employee with the permission of the Chief Engineer or an engineer officer, may, if he is qualified, stand or trade with the watch of another employee; provided that the Company shall not be responsible for any financial obligations made between employees entering into such arrangements.

### 15.03 Specified Working Conditions

(a) The Company shall issue to each of the cargo maintenance personnel at the commencement of their employment, one hard hat, and face masks when required. Upon the conclusion of his employment on the vessel the employee shall return all such items and in default thereof, shall be charged the cost of any such item when not returned, such charged cost being a proper payroll deduction. The Company agrees to give to employees of the cargo maintenance department of self-unloading vessels who are in the employ of the Company on May 1st and/or September 1st, **thirty-six dollars and twenty-five cents (\$36.25)** at such said specified times to cover the cost of coveralls. The Master or an officer delegated by him shall administer this clause.

#### (b) Leather Gloves and Rain Gear

All vessels of the Company shall carry on board a sufficient number of leather gloves with leather reinforced palms in a variety of sizes. One pair of such gloves shall be issued to the Deck Department and a further pair will only be issued upon the first pair being turned in showing proof of sufficient wear and tear. The Master or an officer delegated by him shall administer this clause. Each member of the deck crew shall be issued rain gear which is to be left with the vessel on his leaving. Except for normal wear and tear he will have the value of the rain gear deducted from his last pay if the rain gear is lost or wilfully **destroyed**.

#### (c) Soogeeing and Hosing Down Deck

Deck personnel shall not be required to perform **outside soogeeing** when the temperatures are below freezing point. When **hosing down**, not less than two **(2)** men shall be assigned to handle **such hose**, unless the inside diameter of the hose is less than 1 1/2". **During** hours of darkness and limited visibility, there shall be two **(2)** men **assigned** to each hose **regardless** of hose size.

**(d) Spray Painting**

Employees performing spray painting shall be provided with coveralls and proper face masks. No spray painting shall be done in tunnels or other confined spaces without proper ventilation.

**(e) Burning and Welding**

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Employees shall not be required to burn or weld. The pay for above duties shall be one at the rate of time and one-half (**1 1/2**) the employee's basic rate of pay for each occasion in addition to their basic rate of pay. The applicable overtime rates shall apply outside of regular work.

**(f)** Engine room employees will not be required to **chip or** paint above operating machinery, such as generators, fuel oil pumps, etc., or paint from a ladder or staging while the vessel is underway.

**(g)** Outside painting shall not be performed during the hours of **darkness**.

**(h)** The premium pay for changing cables on reclaimer shall be two and **onehalf (2 1/2)** times the basic hourly rate of pay of **H.C.M.M.** rating.

**(i)** After three (**3**) months service, the Company will pay **\$73.56** towards purchase of **C.S.A.** approved safety boots, once each year.

**15.04 Major Hang-Ups of any Adherent Type Cargo**

When employees are required to work in cargo holds to dislodge major hang-ups of any adherent-type cargo, they shall be paid at the rate of time and one-half (**1 1/2**) in addition to their basic hourly rate for such work performed during their regular hours of work, and double the basic hourly rate in addition to their basic hourly rate for such work performed outside their regular hours of work. For the purposes of determining what constitutes a major hang-up, there shall be established a committee of four (**4**) persons on the particular vessel, consisting of the Master, the First Mate, the Head Cargo Maintenance Man, and one other unlicensed employee from the **Deck** Department. The majority decision of the committee shall govern, failing which, the question may be referred to the Grievance Procedure herein.



**15.05 Service Bonus**

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Each employee who was employed on or before July 1 of the navigation season and who has completed the lay-up of his department, except in the case of justifiable absence, shall be eligible for service bonus as hereinafter-provided:

- (a) a service bonus of **\$150.00** where an employee has completed two full navigation seasons with the Company;
- (b) a service bonus of **\$300.00** where the employee has completed three or more full navigation seasons with the Company;
- (c) a service bonus of **\$500.00** where the employee has completed eight or more full navigation seasons with the Company.

The service bonuses as above referred to are to be paid in accordance with an employee's Company seniority date **during the** April pay period following the termination of the navigation season in question.

**ARTICLE XVI - VACATIONS AND VACATION PAY**

**16.01**

- 54 (a) All employees with less than two **(2) years seniority** with the Company shall **receive a** vacation of up to thirty **(30) days, together with** vacation pay calculated on the basis of **four (4) percent of** such employees' earnings for time actually worked **for the** Company during the navigation season in question.
- 01-02 (b) All employees who have acquired two **(2) but** not more than eight **(8) years seniority** with the Company shall receive up to sixty **(60) days' vacation** consisting of two periods of thirty **(30) days each** or such other arrangement as mutually agreed and vacation pay to be calculated on the basis of **six (6%) percent** of such employees' earnings for time actually **worked** for the Company during the navigation season in question.
- 02-03 (c) All employees **who** have acquired eight **(8) years seniority** or more with the Company shall receive up to sixty **(60) days** vacation consisting of two periods of thirty days each or **such other arrangement** as mutually agreed and vacation pay to be calculated on the basis of **eight (8%) percent of such employees' earnings** for time actually **worked for** the Company during the navigation season in question.
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- (d) Vacation pay shall be paid monthly.
- (e) For the purpose of this Article, an employee's seniority shall be determined at any given time in accordance with the overall Company seniority list posted from time to time pursuant to Article 9.01.

**16.02**

Only employees who have acquired seniority may take vacations. Notwithstanding the foregoing all vacations shall be taken between June 15th and November 20th in the navigation season or such other arrangement as mutually agreed by the parties.

**16.03 Deck Department**

Three employees may take vacation at the same time consisting of two ordinary seamen and one wheelsman.

**Galley Department**

Two employees may take vacation at the same time with the exception that the Chief Cook and Second Cook may not be absent in the same period.

**Engine Room Department**

One oiler and a Dayman may take vacation at the same time.

**Maintenance Department**

Two employees may take vacation at the same time with exception of the Head Cargo Maintenance Man and the Assistant Head Cargo Maintenance Man who must schedule their vacations to run consecutively. The above may be amended by mutual agreement of the employee and the Department Head of the vessel.

An employee must notify the Company and the Union the exact length of time he intends to be absent from his employment on vacation pursuant to the provisions of this Article, and notwithstanding that he may be entitled for any other reason to have additional leave, he must return to his employment on board his vessel at the first available opportunity closest to the expiration of the said leave. It is agreed and understood that an employee not returning in accordance with the foregoing, shall, notwithstanding his seniority, lose his position on board the vessel, at the discretion of the Company.

**IT WILL BE THE EMPLOYEE'S RESPONSIBILITY TO KNOW THE LOCATION OF HIS VESSEL AND TO GIVE THE VESSEL NOTICE OF THE TIME AND PLACE OF HIS RETURN.**

**ARTICLE XVII - HOLIDAYS AND HOLIDAY PAY**

**17.01**

(a) The Company agrees to **recognize** the following holidays:

|              |                        |       |
|--------------|------------------------|-------|
| <del>2</del> | New Years Day          |       |
| <del>2</del> | Good Friday            | 53    |
|              | Easter Monday          | <hr/> |
|              | Queen's Birthday       | 130   |
|              | First Monday in June   |       |
| 3            | Canada Day             |       |
|              | First Monday in August |       |
|              | Labour Day             |       |
|              | Thanksgiving Day       |       |
|              | Remembrance Day        |       |
|              | Christmas Day          |       |
|              | Boxing Day             |       |
|              | January 2nd            |       |

- (b) For each hour worked on a holiday, an employee shall be paid, in addition to his basic hourly rate, time and one-half (1 1/2) his basic hourly rate.
- (c) An employee shall receive statutory holiday pay for a holiday in which he does not work if he has received wages within fifteen (15) working days immediately prior to the holiday, or if the holiday falls on a day in which the employee is on vacation in accordance with Article 16. For the purpose of this clause it is contemplated that the employee will be absent because of lay-off or by reason of justifiable leave. No employee will be paid for a holiday which falls on a day on which he did not report after having been instructed to do so. Statutory holiday pay will be paid on the employee's last pay period involving the lay off.
- (d) In the event a holiday falls on a Saturday and/or Sunday, the following Monday and/or Tuesday shall be celebrated and paid for at the same rate as a holiday.

**ARTICLE XVIII - TRANSPORTATION ALLOWANCE**

**18.01 Room and Meal Allowance**

When the Company does not provide room and board, an employee, during the course of his employment shall receive eleven dollars and eleven cents (\$11.11) per meal, three (3) meals per day; and shall be allowed seventy-eight dollars and seventy-four cents (\$78.74) for room per night.

### 18.02 Transportation - Fit-Out

- (a) All fit-out transportation, when applicable will be paid to employees on the basis of **.32** cents per land kilometre in the fourth year of the contract.

The Company agrees to pay full reasonable transportation cost for the distance between their home in Canada, and their respective vessels. These costs are to include first class surface transportation or economy air fare, car where, where public transportation is not available, subject to receipts, reasonable hotel, ferry **and** meal costs.

- (b) When an employee uses his car, he will be reimbursed at the rate of **32** cents per kilometre for all kilometres up to **300** kilometres. In the event he travels in excess of **300** kilometres, he **will** be reimbursed on the basis of actual gas expenditures and shall be required to provide gas receipts.
- (c) The minimum amount payable shall be **\$50** for Ontario **employees and \$100** for employees who live outside of Ontario, with the exception of taxi costs which must have the **prior** approval of the Company.
- (d) In the event two or more employees share a car or taxi, only one set of costs will be paid.
- (e) Only those employees who fit-out a vessel are entitled to fit-out fares.
- (e) Only those employees

### 18.03 Vacation Credit Transportation

A regular employee who has completed at least one year of service with the Company shall be paid full reasonable travel expenses from the ship and his home in Canada once per season two ways when taking vacation. Fares to be paid as described in **18.02(a)** above.

A regular employee who has acquired more than eighteen (**18**) years seniority shall be entitled to claim reimbursement in accordance with this provision twice a year.

#### **18.04 Relief Employees**

An employee who joins one of the Company's vessels after such vessel commences its navigation season as a temporary relief employee, shall be paid the minimum transportation of **\$50.00** in the case of relief employees who live in Ontario, and **\$100.00** in the case of employees who live east of Montreal or west of Thunder Bay for travel both to and from his vessel.

Only employees who work more than **120** days in a navigation season will be entitled to reimbursement in accordance with Article **18.02(a)** both to and from his vessel.

#### **18.05 Completion of Navigation Season**

All employees who have been employed with the Company continuously aboard a vessel from the time of joining such vessel until the completion of the navigation season, **the only** exception being a period(s) of justifiable absence, shall be paid transportation costs by the Company from the said vessels to their home, on the basis set forth in Article **18.02(a)** above.

#### **18.06 Lay-up During Navigation Season**

If a vessel lays-up during the navigation season, all employees shall be paid transportation costs by the Company for that particular lay-up. Fares to be paid as described in **18.02(a)** above.

#### **18.07 Discharge - NO Transportation Costs**

In cases of discharge for just cause, or in cases of leaving a vessel for personal reasons, **all transportation costs shall be borne by the employee in question.**

#### **18.08 Transfer By Company**

(a) An employee, when transferred by the Company during the course of his employment, shall be provided with transportation by air, bus, rail **or boat**, including berth when available when travelling by night, and with subsistence allowance at the rate of nine dollars and eighty-five (**\$9.85**) per meal, in addition to his basic rate of pay to a maximum of eight (**8**) hours per day. When such transportation is paid for by an employee, he shall be reimbursed only to the extent of bona fide receipts supplied to the Company within sixty (**60**) days.

**18.09 Illness or Injury By an Accident**

In the event an employee while on board **his vessel or while** during the course of his employment shall suffer an injury not caused by **his own** wilful act or default or misbehaviour or become ill, either of which results in his having to leave the vessel for medical treatment the Company shall, where necessary and **upon** proper medical evidence **as** to the nature and/or extent of such injury or illness pay the costs of transporting the employee from the place of **such** accident or illness to his residence and back to his vessel provided further **that** no transportation costs shall be paid by the Company except where the employee is qualified to receive **W.I./L.T.D.** payments as set forth in this contract or until after the employee is released from hospital on or after the fifth day of **hospitalization**.

**18.10 Failure to Notify Employee**

In the event that the Company shall fail to give an employee notice pursuant to the provisions of Article **10.02(e)** of this Agreement, and provided further that such employee commences his employment with the Company on board a vessel, the Company shall reimburse such employee the cost expended to him in travelling to his vessel **only** to the extent of bona fide receipts supplied to the Company within thirty days.

**18.11 Lay-Up During Navigation Season**

If a vessel lays-up during the navigation season; all employees shall be paid transportation costs by the Company for that particular **lay-up**. Fares to be paid as described in **18.02(a)** above.

**ARTICLE XIX - ADVANCES AND BANK TRANSFERS**

**19.01**

- (a) An employee shall be entitled to receive two **(2)** cash advances per pay period, which advances shall be debited against his monthly salary. The amount of the advances shall **be** set forth on a schedule posted on each vessel, which schedule **shall** be amended as increases in wages occur.
- (b) The first pay advance shall **be** not later than the **15th** day of the pay period and the second pay advance **shall** be not later than the **30th** day of the pay **period**. The Master or his delegate shall canvass all employees with respect to the amount of the first advance at least **four (4)** days prior to the **15th** day of the pay period; with respect to the second pay advance, prior to the sending of the monthly payroll advice to the Company's head **office**.

- (c) In the event that a vessel arrives or departs a port **two (2)** days or less the time an advance is due, upon request to the Master an employee shall receive the advance as provided herein.
- (d) The Company agrees that at all times there shall be sufficient cash on board the vessel to accommodate an employee's payment of wages owing him subject to the provisions of the posted schedule. The Master shall make every reasonable effort to mail the necessary payroll documentation to the Company's head office eight **(8)** days prior to the regular pay day.

**19.02 Bank Transfers**

- (a) In the event that the Master shall be requested by an employee to make a bank transfer on behalf of such employee, **such employee** shall advise the Master of:
  - i) the name of the bank;
  - ii) the account number; **and**
  - iii) the correct address and branch of the bank,

and any such additional information **as shall** be reasonably required. Bank transfers and/or pay advances shall not exceed wages earned less applicable deductions.

**ARTICLE XX - LEAVES**

**20.01 Justifiably Absent**

"Justifiably **Absent**" or "Justifiable Absence" means absence from **employment** by an employee because of illness, accident, lay-off, **re-** relief complete or pursuant to a leave granted in accordance with this article, **or any** other reason satisfactory to the Company or its licensed **officers**.

**20.02 Miscellaneous Leaves**

<sup>63a</sup>  
<sub>3</sub> (a) ~~An employee may be absent from his employment without pay for a period of 180 days on account of illness or death in his immediate family as defined in Article 20.02 (b), provided that such employee produces a letter or certificate from the attending physician stating the dates involved.~~

(b) An employee who has completed his probationary period with the Company shall be granted leave with pay when death occurs to a **member of** his immediate family, i.e., spouse, child, father, mother, sister, brother, mother-in-law, father-in-law. <sup>63a</sup><sub>1</sub> An employee granted this leave shall be paid at his basic rate for a maximum of seven **(7)** days, except in the case of a spouse or child where the maximum shall be fourteen **(14)** days. Bereavement leave pay shall be made upon satisfactory proof.

- (c) Upon written request to the Union and the Company, the Company shall grant to an employee with four (4) or more years of seniority, one (1) year leave of absence without pay, without benefits, and without loss of seniority. It is agreed and understood that every such additional one (1) year period shall be preceded by further successive periods of four (4) years seniority. For employees with 10 years or more years seniority, a further one (1) year leave may be granted upon completion of three (3) successive years service from the employee's first one (1) year leave. At the expiration of any leave granted under Article 20.02 (c) the employee's name will be placed on the Union's replacement list in order of seniority.

Leaves covered under 20.02 (a) and (c) above cannot be taken consecutively.

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- (d) An employee on board a vessel shall be granted upon his/her request one leave in a navigation season without pay or benefits and without loss in seniority for a period of up to ten (10) days.

**20.03 Union Leave**

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- (a) At the request of the Union, the Company shall, from time to time, grant to not more than eight (8) employees who are Union officers, leaves of absence without loss of seniority and without pay, for periods of not more than ten (10) days.

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- (b) In the event that an employee is elected or appointed to a full-time position with the Union, the Company shall grant to such an employee a leave of absence without loss of seniority and without pay for a period of up to one (1) year to work for the Union, and upon further request, such leave of absence without pay shall be renewed for further periods of time, provided that during such further absences such an employee shall continue to accumulate seniority.

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- (c) The Company shall allow for lost time for up to four (4) members who may have to attend negotiations during the navigation season.

**ARTICLE XXI - STEWARD'S DEPARTMENT**

**21.01 Classifications**

The classifications of employees in the steward's department will be as follows:

- i) Chief Cook
- ii) Second Cook
- iii) Porter



The normal complement of the steward's department shall consist of three persons, namely: a duly qualified chief cook, a duly qualified second cook, and a porter.

**21.02 Wearing of Whites**

White shirts and pants shall be provided to and worn by male employees in the Steward's Department. Similarly, female employees shall wear smocks as provided. An employee who fails to account for whites shall have the value thereof deleted from his pay.

### **21.03 Routine Duties**

The routine duties for employees of the Steward's Department shall be as outlined under Job Summaries and Descriptions contained in the Operations Manual Galley, as agreed to between the parties and amended from time to time by the parties, and without restricting the generality of the foregoing, the duties shall include the supervision, preparation and serving of meals, the preparation of night lunches and the cleaning and maintaining of the quarters of the licensed personnel and all dining and messrooms, galley, pantries, store rooms, washrooms, and those toilet facilities pertaining to the Steward's Department, officers and guests quarters, linen rooms, refrigeration space and all departmental equipment. When officers' wives are on board the vessels, the galley staff will not be required to clean such officers' accommodations.

### **21.04 Passenger Pay**

- (a) Where persons other than employees, officers of a vessel or of the Company, shore staff of the Company, or the wife of the Master or of the Chief Engineer are aboard any of the Company's vessels, the Company agrees to pay ten dollars and eleven cents (**\$10.11**) for each passenger to be divided equally between all members of the galley staff. The steward's department shall forward a report of extra meals to the shore steward within sixty (**60**) days, failing which no extra meal allowance will be paid.
- (b) While any of the Company's vessels are in port, if meals are supplied to any persons who are not covered by Article **21.04** (a) above, the Company agrees to pay three dollars and forty-eight cents (**\$3.48**) per meal per person, to be divided equally between all members of the galley staff provided such meals are **authorized** by the Master. The written report of meals in this clause and payment arising under Article **21.04** (a) above must be submitted to the Master by the Chief Cook on or by the **24th** day of the current pay period in which such **meals and** said payments were incurred.
- (c) As much advance notice as possible shall be given to the steward's department in regard to extra meals and guests who will be joining the vessel.

### **21.05 Short Hand in Galley**

When any vessel sails without a full complement in the steward's department the remaining members in the steward's department shall divide the eight (**8**) hours at their applicable overtime rate. The Chief Cook shall allot the division of the said overtime to the remaining members of the department who participate in the extra work as justly as possible.

### **21.06 Lay-Up and Fit-Out**

Ratings of chief cook and second cook will be retained at lay-up and fit-out and/or **drydock**. While a vessel is in **drydock** with a full crew, the normal complement of the steward's department shall also be retained.

### **21.07 Fit-Out Steward's Department**

On Self-Unloaders and **vessels** with all accommodation aft, performing a normal Fit-Out, Porters will be called at Fit-Out. The three Galley Ratings are to be called to report the day before.

### **21.08**

All Galley Staff required to attend mandatory meetings shall receive the applicable rate of pay for that day.

## **ARTICLE XXII - EMPLOYEE BENEFITS**

**The** following benefits shall be subject to the direction and control of a committee composed equally of Company and Union representatives that shall meet a least once every three months.

All benefits referred to in this clause are subject to the provisions in the particular insurance policies issued by the carrier.

### **22.01 Definitions:**

1. **"Permanent Employee"** is an employee whose seniority is **sufficient** to entitle him/her to be employed at fit-out.
2. **"Relief Employee"** is an employee who does not have **sufficient** seniority to entitle him/her to be employed at fit-out.
3. **"New Employee"** is an employee who has not previously worked for the company or who, having worked, has acquired no seniority.

### **22.02 Eligibility**

1. (a) To be eligible **for** benefits under this clause, except for **Dental and Long Term Disability** Insurance, a new employee must **have completed sixty (60)** cumulative days of work.  
  
(b) To be eligible for Long Term Disability Insurance, a new employee must complete **12** months of cumulative service and **180** days cumulative service for Dental Benefits.

**22.02 Eligibility (cont'd)**

- (c) Employees who have not had employment for a period of **12 consecutive** months requalify for all benefit coverages under Article **22** as if they were new employees, subject to justifiable leave or absence.
- 2. (a) Employees who fit-out a ship and complete the navigation season, subject to justifiable absence which includes the early lay-up of their vessel will be considered permanent employees and their benefits will continue until the next navigation season.

(b) If such employees fit-out a ship in the next navigation season, **their** benefits will continue as indicated above.

(c) The benefits of employees who bid on a ship which subsequently does not come out, will continue to June **30th** of that navigation season. If given relief work or if they fill a temporary vacancy, their benefit coverage will continue to June **30th**, or **30** days from relief complete, whichever is later.

(d) In the case of relief employees not affected by **2(c)** above, benefit coverage will cease at the end of the month following relief complete.
- 3. Premiums will be paid for employees who are totally disabled and receiving either Long Term Disability Benefits or a Workers' Compensation pension for total permanent disability as follows:

  - 1-4** years of service with the company - **24** months of premium **payments**.
  - 5-10** years of service with the company - one year premium for every year of service.
  - 11** years or more - premium payments will continue until Federal retirement age.
- 4. All insurance coverages for an employee shall cease on the first day of the month following the employees **65th** birthday.

22.03 Group Life Insurance

$\frac{72}{030}$

$\frac{20C}{999}$

The Company shall provide group life insurance to each employee in the amount -of ~~\$30,000.00~~ and similar insurance for a spouse in the amount of ~~\$7,000.00~~ and for a child in the amount of ~~\$5,000.00~~.

$\frac{76d}{1}$

22.04 Accidental Death and Dismemberment  $\frac{76C}{1}$

The Company shall provide accidental death and dismemberment insurance to each employee in the amount of ~~\$30,000.00~~, with a ~~double~~ indemnity provision.

22.05 Weekly Indemnity  $\frac{70b}{999}$

$\frac{74}{060996}$

The Company shall provide weekly indemnity insurance for a maximum period of 15 weeks from the first day of the accident and eighty day of illness paying 60 percent of regular earnings to a maximum of current unemployment insurance benefits as indexed annually.

22.06 Managed Health Care Plan

Major medical plan will be provided that will be a Managed Health Care Plan. The plan will include an eye glasses benefit providing payment of up to ~~\$150.00~~ every twenty four (24) month period towards the purchase of eye glasses or up to ~~\$200.00~~ for contact lenses.

$\frac{70J9}{999}$

22.07 Dental Plan

$\frac{70e}{100}$

$\frac{71}{2}$

$\frac{76g}{1}$

The Company shall pay 100 percent of the applicable premium for a dental plan equivalent to the Blue Cross number nine. u m s t o b e guaranteed in each year of the collective agreement and benefits to be related to O.D.A. Schedule of Fees as modified. To be eligible to receive benefits under the dental plan an employee must have completed 180 days of initial employment with the Company.

22.08 Long Term Disability  $\frac{70d}{999}$

Benefits are payable in monthly arrears after 105th day of disability and will terminate at attainment of age 65. The eligible employee receives the benefits of ~~\$1,000.00~~ per month and the benefits will be taxable in the hands of the employee.

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Employees should consult their booklets for details of the above mentioned benefits.

**ARTICLE XXIII - RETIREMENT SCHEME**

The Company and the Union agree that it is both advantageous and desirable that all employees participate in the Company retirement scheme which is currently administered by The Canada Life Assurance Company, and the said parties further agree and undertake to fully advise the said employees of all the terms, conditions and provisions of the said retirement scheme. Employees joining the Company on or after April 1, 1981 shall be required to join the Company retirement scheme after attaining three years seniority.

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Calculation of pension deduction by the employee and matching contribution by the employer, will be 5% of basic applicable wages based on a monthly pay period less C.P.P. deduction.

$\frac{80}{2}$

**IN THE FOLLOWING MANNER**

i.e. (Total basic earnings, for a monthly pay period - minus C.P.P. deduction for the same period) x 5%.

**ARTICLE XXIV - MEDICAL EXAMINATION**

**24.01 Rejection or Termination**

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Employees shall undergo such medical examinations as may be required by the Company from time to time upon separation of employment, and the Company shall have the right to reject or terminate such employees as may be determined by the Company's medical examiner to be unfit for employment, in keeping with the Company's regulations, hiring policies, and employment requirements.

In the event of a rejection or termination of an employee (other than an employee who has not completed his forty-five <45> working day probationary period, and other than an employee who has falsified his application for employment form in regard to medical information) under Article 24.01, the Union may have such an employee examined by a doctor of its selection, and if his findings as to the medical facts, diagnosis, and prognosis differ from the Company's medical examiner the differences as to medical facts, diagnosis, and prognosis, shall be referred to a third physician selected by the Company's medical examiner and the Union's doctor, and the determination (written and/or verbal) of the selected physician as to the medical facts, diagnosis, and prognosis, shall be final and binding upon the Company and the Union.

Whenever a written request is made to the Company's medical examiner, the employee shall be entitled to receive in writing, a statement of the medical facts and diagnosis upon which the rejection or termination of the employee was based.

**24.02 Cost of Examination**

Provided that an employee completes his forty-five (45) working days probationary period, the Company agrees to reimburse such employee for any costs incurred in having a medical examination requested and required by the Company during the said forty-five (45) working day period. The said costs claimed must be fully supported by bona fide receipts.

If a person is **re-employed** pursuant to a determination made under Article 24.01 above or if a person is unconditionally reinstated by an Arbitration Board established pursuant to Article 7 hereof, the Company agrees to reimburse such person for any reasonable costs and basic wages with a 7 day time limit incurred in having medical examinations pursuant to Article 24.01. The said cost claim must be fully supported by bona fide receipts.

**ARTICLE XXV - TRAINING AND EDUCATION AND OFFICER CADETS**

**25.01 Training**

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Upon request the Company agrees that its department heads shall train each employee during their regular hours of work in the duties of the classifications superior to that ~~presently occupied~~ by such employee in preparation for possible promotion under the provisions of Article 10.03(b).

**25.02 Officer Cadets**

**Officer** Cadets employed on board vessels of the Company shall be registered in a government approved marine school and shall be employed in accordance with the teaching curriculum of such marine school, subject to the following **terms** and conditions:

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- (a) such officer cadet shall be employed in duties which are additional to but not in substitute for the duties performed by employees;
- (b) an officer cadet shall not perform overtime which is customarily performed by employees;
- (c) an officer cadet, during the time he is employed on board the **ves- sel**, shall pay to the Union its **current** monthly due.

**ARTICLE XXVI-AUTOMATION**

**26.01**

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A committee shall be established to deal with any proposed reduction in employment levels on board any of the vessels of the company covered by this collective agreement.

**26.02**

The committee shall be composed of three members from the company and three members from the union. The three union members shall consist of one union officer and two members from the affected department at Company's expenses.

**26.03**

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The company will give the union and Labour Canada 90 days written notice of the proposed adjustment in employment levels. The notice shall contain detailed reasons for and justification for the adjustment under the following headlines:

- (a) nature of reduction
- (b) number of crew positions potentially affected
- (c) opportunities for alternative employment
- (d) impact, if any, on safety and, if applicable, how company proposes to mitigate against any negative impacts.

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**26.04**

Termination pay shall be paid in accordance with the provisions of Division X of the Canada Labour Code.

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**26.05**

Labour Canada shall convene a meeting of the committee within 15 days of its receipt of the union reply.

**26.06**

The Labour Canada mediator shall attempt to mediate a resolution of the issue and may request the company to provide any expert information or assistance he may consider helpful to his mediation efforts.



**26.07**

Either party may advance at the meeting any alternative to the proposal or a modification to the proposal for the consideration of mediator.

**26.08**

Failing a resolution through mediation, the parties shall, in consultation with the mediator refer the matter to the appropriate technical expert who shall make a binding recommendation to the parties in writing before the expiration of the 90 day notice period.

**26.09**

The decision of the technical expert to reject the proposal, while binding on the parties, shall not operate to prevent the company or the union from submitting a revised proposal on the same subject taking into consideration the written reasons of the expert.

**26.10 Manning Scale**

✓ It is agreed that for the life of **this agreement**, there shall be a Manning Scale for all vessels owned and/or operated by the Company in 1994 based on the crew complement in effect during 1994 on vessels operated under the collective agreement between the parties. Under no circumstances will there be any reduction of these manning scales or classifications during the life of the agreement.

**ARTICLE XVII -PAST AGREEMENTS**

**27.01**

The parties agree that this Agreement constitutes the entire **Agreement** between them and that all previous agreements, supplementary agreements, letters of intent and understanding, whenever made, and whether or not reduced to writing except where specifically included in this Agreement, are hereby cancelled and that, effective upon the entire Agreement between them and that all previous agreements, **supplementary** agreements, letters of intent and understanding, whenever made, and whether or not reduced to writing, are hereby cancelled and that, effective upon the signing of this Agreement, the **Company's obligations respecting conditions of employment, working conditions** and employee benefits are limited exclusively to those specifically stated in this Agreement. Notwithstanding the foregoing, the parties to this Agreement may, from time to time, enter into written and signed letters of understanding to amend, add to, or vary the terms and provisions of this Agreement.

**ARTICLE XVIII - GOVERNMENT LAWS AND REGULATIONS**

**28.01**

Nothing in this Agreement shall be so construed as to affect the obligations of the signatories under the Canada Shipping Act or other Government legislation, nor to impair in any manner whatsoever the authority of the Master.

**ARTICLE XXIX - FAMILY VISITATION**

**29.01**

- (a) An employee who has completed one (1) full year of service with the Company, may make arrangements to have his spouse (or common law spouse) accompany him on board for a period of up to but no more than, fifteen (15) days once each calendar year provided the Employee's accommodations are suitable (i.e. single room).
- (b) Requests for such visitation shall be made in writing a minimum of thirty (30) days in advance and shall be granted on a first come first serve basis. These arrangements will be approved for only one (1) unlicensed employee's spouse (or common law spouse) at a time.
- (c) With the prior approval of the Captain or Chief Engineer which shall not be unreasonably withheld, an employee may while the vessel is in port, bring his spouse and family aboard for a visit, with the exception of children under twelve (12) years of age.

**ARTICLE XXX - TERM**

**30.01 Rates of Pay**

There shall be no wage increases in the first and second years of the agreement. In the third and fourth year, effective April 1st, 1995, and April 1st, 1996, there shall be a wage increase equivalent to the increase in the Cost of Living Index for the preceding twelve months, or 1% whichever is greater.

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30.02



This agreement shall remain in effect for a term of four (4) years ~~commencing April 1, 1993 and terminating March 31, 1997.~~ A party wishing to amend or modify this agreement shall give written notice to the other party at least ninety (90) days before the expiration of this agreement. If neither party gives notice, the agreement shall continue without change for a further year.

IN WITNESS ~~WHEREOF~~ each of the parties hereto has caused this Agreement to be signed by its duly **authorized** representatives as of **8th** of June, **1995**.

**ULS** CORPORATION

EVA CHUDECKI

UNION

WALTER GONYOU

GARRY WARD

SCHEDULE "A"  
CLASSIFICATION & WAGES

(f) Schedule of Wages in effect from April 1, 1996 to March 31, 1997.

Deck Foremen and Daymen are paid an additional \$6.81 per day worked.  
Watch Keepers are paid an additional \$2.79 per day worked.

**PAYSCALE**

1996 wages shall be increased by 1% or COLA, whichever is greater.

**WAGES IN EFFECTIVE APRIL 1ST, 1996 TO MARCH 31ST, 1997.**

| POSITION                | DAILY BASIC | SAT   | SUN   | OT    | HOL REG | HOL OT | SAT OT | SUN OT |
|-------------------------|-------------|-------|-------|-------|---------|--------|--------|--------|
| CHIEF COOK              | 19.59       | 29.39 | 39.18 | 29.39 | 48.98   | 48.98  | 29.39  | 39.18  |
| 2ND COOK                | 14.74       | 22.11 | 29.48 | 22.11 | 36.85   | 36.85  | 22.11  | 29.48  |
| PORTER                  | 16.87       | 20.48 | 27.30 | 20.48 | 34.13   | 34.13  | 20.48  | 27.30  |
| WHEELSMAN               | 2.79        | 44.62 | 25.01 | 33.34 | 25.01   | 41.68  | 41.68  | 25.01  |
| DECK FOREMAN            | 6.81        | 16.67 | 25.01 | 33.34 | 25.01   | 41.68  | 41.68  | 25.01  |
| ORDINARY SEAMAN         |             | 4.62  | 21.93 | 29.24 | 21.93   | 36.55  | 36.55  | 21.93  |
| DAYMAN                  | 6.81        | ---   | 25.01 | 33.34 | 25.01   | 41.68  | 41.68  | 25.01  |
| OILER                   | 2.79        | 16.67 | 25.01 | 33.34 | 25.01   | 41.68  | 41.68  | 25.01  |
| FIREMAN                 |             | 15.93 | 23.90 | 31.86 | 23.90   | 39.83  | 39.83  | 23.90  |
| HEAD CARGO MAINT.       |             | 16.72 | 25.08 | 33.44 | 25.08   | 41.80  | 41.80  | 25.08  |
| ASST. HEAD CARGO MAINT. |             | 16.18 | 24.27 | 32.36 | 24.27   | 40.45  | 40.45  | 24.27  |
| TUNNELMAN               |             | 15.93 | 23.90 | 31.86 | 23.90   | 39.83  | 39.83  | 23.90  |

**SCHEDULE B  
LETTER OF UNDERSTANDING**

between:  
**ULSCORPORATION**  
(Company)

- and -

**CAW-CANADA LOCAL 4401  
CANADIAN MARITIME UNION**

**THIS LETTER OF UNDERSTANDING SHALL BE READ TOGETHER WITH AND SHALL FORM PART OF THE COLLECTIVE LABOUR AGREEMENT BETWEEN THE COMPANY AND THE UNION ENTERED INTO EFFECTIVE THE 1ST DAY OF APRIL, 1993 AND TERMINATING THE 31ST DAY OF MARCH, 1997.**

It is agreed and understood that the following definitions shall become part of the said Collective Labour Agreement between the Company and the Union.

"Fit-out commences on the date that the first of the employees have been called foremployment on the vessel to which they have been assigned at the beginning of the navigation season

- and -

Fit-out shall be deemed to have ceased either at 00:00 hours to 12:00 hours, whichever is the closer on the day the vessel sails from its berth to commence its navigation season."

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(2) **LAY-UP**

“Lay-up commences either at 00:00 hours or 12:00 hours, whichever is the closer after the vessel has arrived at its winter lay-up berth, and the first of the lines have been placed to secure it to its winter berth at the completion of its navigation season

-and-

Lay-up shall be deemed to have ceased when the last of the employees are laid off.”

**IN WITNESS WHEREOF THE COMPANY AND THE UNION HAVE CAUSED THIS LETTER OF UNDERSTANDING TO BE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES.**

**FOR THE COMPANY**

Eva Chudecki

**FOR THE UNION**

Walter Gonyou

Garry Ward

**SCHEDULE "C"**

**LETTER OF UNDERSTANDING**

This letter of understanding shall be read together with, and **shall** form part of, the collective labour agreement between the Company and the Union entered into May **1988**, effective the first day of April, **1993** and terminating the thirty-first day of March, **1997**.

It is agreed and understood that deckhands and ordinary seamen that do not work on a Saturday between the hours of **06:00** and **18:00** shall receive in lieu thereof eight (**8**) hours pay at the basic hourly rate.

It is agreed and understood that deckhands and ordinary seamen that do not work on a Sunday between the **hours of 06:00** and **18:00** shall receive in lieu thereof eight (**8**) hours pay at the basic hourly rate.

It is agreed and understood that all hours worked on a Saturday and/or Sun-&y, outside the **spread of 06:00** and **18:00** hours, will be paid the applicable overtime rate.

It is further agreed and understood that all hours worked on a Saturday and/or Sunday, between the hours of **06:00** and **18:00** hours will be paid the applicable overtime rate.

It is agreed and understood that in order to receive the basic hourly rate for hours not worked between **06:00** and **18:00**, for a Saturday and/or Sunday, the employee must be actively on the Company payroll.

The maximum payment for hours not worked on a Saturday and/or Sunday shall not exceed eight (**8**) hours per calendar day less than overtime hours paid in respect of work performed between **06:00** and **18:00** hours on that **day**.

**FOR THE COMPANY**  
Eva **Chudecki**

**FOR THE UNION**  
Walter **Gonyou**

**CAW** Canada Local **4401**  
(Canadian Maritime Union)  
Health and Welfare Trust Fund

Benefit Plan  
September **1, 1999**

CAW  TCA  
CANADA



Upper Lakes Group Inc.

03189



**To all Employees of the  
CAW Canada Local 4401  
(Canadian Maritime Union)**

*Dear Employee:*

We are pleased to provide you with this booklet which outlines the group benefits available to you and your family as an employee of the **CAW Canada Local 4401 (Canadian Maritime Union) Health and Welfare Trust Fund**. This booklet provides you with an outline of the coverage and benefits as well as various other aspects of the Plan such as administrative and claims procedures, privileges, etc.

We encourage you to read the booklet carefully and familiarize yourself with the benefits. Any questions with regard to the benefits, administration or claims should be directed to your Plan Administrator:

**Coughlin & Associates Ltd.**

Office Location:  
333 Preston Street, Suite 200  
Ottawa, Ontario K1S 5N4

Mailing Address:  
P.O. Box 3517, Station C  
Ottawa, Ontario K1Y 4H5

E-mail: **WEBMASTER@coughlin.ca**  
Telephone: (613) 231-2266  
Fax: (613) 231-2345  
Toll Free: (888) 613-1234

We are pleased to make these arrangements on your behalf and trust you will agree that your improved Benefit Plan is proof of our continued interest in the security and well being of our employees and their families.

*CAW Canada Local 4401  
(Canadian Maritime Union)  
Benefits Committee*



# IMPORTANT

This document contains important information concerning your Group coverage and, therefore, should be kept in a safe place. This booklet supersedes and replaces all previous communication material.

All benefits, except the Accidental Death & Dismemberment benefit and Optional Life are underwritten and insured by the Maritime Life Assurance Company. The Accidental Death and Dismemberment benefit is underwritten and insured by Unum Life Insurance Company. The Optional Life is underwritten by Great-West Life Insurance Company.

This information **summarizes** the benefits and provisions of your Group Plan. It does not constitute the Group contracts, nor does it create or confer any contractual or other rights. Every effort has been made to ensure that the information is accurate. However, if there is any question of interpretation, all rights with respect to a covered person will be governed solely by the Group contracts issued or administered by the respective insurance companies to the **CAW** Canada Local 4401 (Canadian Maritime Union) Health and Welfare Trust Fund.

## Change of Address:

This booklet has been sent to every employee for whom a current address is available. It is important to inform the Plan Administrator of any address changes and any dependant changes.

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# Benefit Summary

## **Insurance** Benefits for the Employee

The Benefits are explained further in the descriptive pages.

### Life Insurance

**Amount:** \$60,000  
active employee under age 70

**Termination:** age 70 or earlier retirement

### Optional Life Insurance

**Amount:** units of \$10,000  
active employee

**Maximum:** 20 units or \$200,000

**Termination:** age 65 or earlier retirement

### Accidental Death and Dismemberment

**Amount:** \$100,000  
active employee under age 70

Note: Benefit amounts reduce by 50% upon attainment of age 65 and terminate the earlier of age 70 or retirement

### Weekly Indemnity (Short Term Disability)

**Amount:**

1. equal to \$413 weekly;
2. the benefit is taxable;
3. for each day of total disability,  $\frac{1}{7}$  of the weekly income benefit is payable.

**Elimination Period:**

|                    |   |
|--------------------|---|
| accident or injury | - nil, paid from<br>1 <sup>st</sup> day of accident or injury |
| hospitalization    | - nil, paid from<br>1 <sup>st</sup> day of hospitalization    |
| illness            | - 7 days  |

## Benefit Summary

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Note: For an accident, you must receive medical attention within 24 hours of the accident.  
For illness, where absence exceeds 7 days, benefits will be payable retroactively to the first day of illness.  
Benefits are not payable from the 3rd to the 17th week inclusive if the disabled member is eligible for Employment Insurance (E.I.) sickness benefits.

**Maximum Benefit Period:** 26 weeks  
**Recurrency Period:** 14 days for the same or related condition(s)  
**Termination:** age 70 or earlier retirement

### Long Term Disability

**Amount:**

1. \$1,250 monthly - benefit will be reduced directly by Workplace Safety and Insurance Benefits (WSIB);
2. the benefit is further reduced if the income from all sources exceeds 85% of your indexed gross pre-disability earnings; income from all sources includes Canada Pension Plan Benefits, income from private pension plans or any other government plans, as detailed under the Long Term Disability wording in this booklet;
3. the benefit is taxable; and
4. during a period of less than a full month, 1/30 of the monthly benefit is payable for each day of total disability.

**Elimination Period:** 26 weeks  
**Maximum Benefit Period:** to age 65  
**Recurrency Period:** 6 consecutive months for the same or related condition(s).  
**Termination:** age 65 or earlier retirement

Note: Benefits will not be paid beyond age 65, unless you satisfy the Elimination Period while age 64, in which case benefits will be payable for a maximum of 12 months.

insurance Benefits  
for the Employee's Dependents

Life Insurance

**Amount**  
\$10,000 for spouse of an active employee under age 70  
\$10,000 for children 14 days or older while eligible

Health and Dental insurance Benefits  
for the Employee and his or her Dependents

Extended Health **Care**

Includes all other Extended Health Care coverages.

**Deductible:** nil  
**Benefits:** payable at 100%

13a3  
E+D

Hospital Benefit

**Maximum:** unlimited for semi-private room and board charges

Prescription Drug Benefit

**Deductible:** nil  
**Insured Percentages:** 100% on all prescription drugs  
(excluding over-the-counter drugs.)

**Maximum:** unlimited

**Drug Professional Fees:** limited to reasonable and customary

Vision Care

**Deductible:** nil  
**Benefits:** payable at 100%  
**Eye glasses:** maximum of \$200 per individual per two  
consecutive calendar years, OR  
**Contact lenses:** unrestricted access to a maximum of \$200  
per individual per two consecutive calendar years

## Benefit Summary

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### Dental Care

|                    |                              |  |
|--------------------|------------------------------|--|
| <b>Maximum:</b>    | unlimited, unless specified. |  |
| <b>Deductible:</b> | <b>nil</b>                   |  |
| <b>Benefits:</b>   | Basic Services               | 100%   |
|                    | Major Services               | 50% to a maximum<br>\$1,000 per insured per calendar year. |

Note: Coverage is based on the suggested fees in the current Dental Association Fee Schedule for General Practitioners in your province of residence.

**Termination:** age 70 or earlier retirement for Extended Health Care, Hospital Benefit, Managed Health Care Drugs, Vision and Dental Care.

### Out-of-Country Coverage

The Plan also provides Out-of-Country coverage. The Plan covers an extensive list of expenses incurred while travelling outside Canada, anywhere in the world. Eligible Expenses and maximums are listed under the *Out-of-Country* Coverage section. This benefit is available as long as you are a Canadian resident, covered by the applicable provincial health plan and your Extended Health Care insurance under this Plan is in effect.

### Change in Coverage

Your insurance may change if your status affecting the insurance changes. Such change is made on the day your status changes except that if you acquire a common-law spouse, coverage for the spouse will be effective on the 1<sup>st</sup> of the month following receipt of the Change of Dependant Coverage form available from the Plan Administrator. Any such change because of a change in your basic earnings will be made on the 1<sup>st</sup> day of the month in which the change occurred. You must be actively at work in order for your insurance to increase.

# General Information

## Plan **Effective** Date

The Plan described in this booklet is up to date as of September 1<sup>st</sup>, 1999.

## Definitions

### **New Employee**

An employee who has not previously worked for the Company or who, having worked, has acquired no seniority.

### **Permanent Employee**

An employee whose seniority is sufficient to entitle him/her to be employed at fit-out.

### **Relief Employee #1**

An employee who bids on a ship which subsequently does not come out and is given relief work or fills a temporary vacancy. Relief Employee #1 benefit coverage will continue to June 30<sup>th</sup> or 30 days from relief complete, whichever is later.

### **Relief Employee #2**

An employee who is given a relief position for any other reason that is not described under the definition of Relief Employee #1. Relief Employee #2 benefit coverage will cease at the end of the month following relief complete.

### **Disabled Employees on L.T.D.**

An employee who has qualified for Long Term Disability benefits. The company must continue paying premiums, while an employee is disabled, in accordance to seniority as defined in Article 22.02(3) of the Collective Agreement.

### **Disabled Employees on WSIB**

An employee who has qualified for Workplace and Safety Insurance Benefits. The company must continue paying premiums, while an employee is disabled, in accordance to seniority as defined in Article 22.02(3) of the Collective Agreement.

## Eligibility on Plan **Effective** Date

CAW Local 4401 (Canadian Maritime Union) employees who were covered under the Upper Lakes Group Inc. Plan on May 31<sup>st</sup>, 1998, will be covered under this Plan effective June 1<sup>st</sup>, 1998.



## General Information

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### Eligibility for New Employees

A new employee must have completed sixty (60) cumulative days of work from initial hiring to be eligible for all benefits except, Dental and Long Term Disability coverage.

A new employee must have completed one hundred and eighty (180) cumulative days of work from initial hiring to be eligible for Dental coverage.

A new employee must have completed twelve (12) months of cumulative service to be eligible for Long Term Disability coverage.

### Eligibility for Employees other than New Employees

You are eligible to be insured on commencement of work on a vessel at the beginning of a shipping season.

If you have separated from the company for twelve (12) consecutive months or more and you have not maintained your coverage, you will be treated as a new employee, except if you are on an **authorized** leave of absence.

### Eligible Dependants

Eligible Dependants under this Policy shall include your spouse and each of your unmarried children under the age of 22.

#### **Dependant Children:**

Dependant Children must be dependant on you for support and not employed at a regular full-time job .

1. To be considered a dependant under the Dependant Life provision, a child must be between 14 days and 22 years of age.
2. To be considered a dependant, the child must be:
  - A. an unmarried person who is your natural or adopted child; or
  - B. a child of a legal or common-law spouse, who resides with you and is dependant on you for support and younger than 22 years of age; or
  - C. a child 22 years of age or under 25 years of age and in full-time attendance at an accredited institution of learning and dependant on you for support.
3. Any mentally or physically handicapped child may remain covered past the maximum age provided the child, upon reaching the maximum age, is still incapable of self-sustaining employment and is wholly dependant on you for support and maintenance.

### **Spouse:**

A person who either:

1. is married through an ecclesiastical or civil ceremony to an employee; or
2. although not legally married to an employee, cohabits with the employee in a husband and wife relationship which has been **recognized** as such in the community in which they reside for at least 1 year at the time a claim is incurred.

### **Effective Date of Coverage**

Your coverage, as well as your dependants' coverage is effective on your eligibility date, provided you have completed an application and are actively at work.

If you do not request dependant coverage when you become insured and later want such coverage, you must complete an application.

Once you have dependant coverage, an additional child will automatically become insured on the date the child qualifies as your dependant. No application is necessary.

If your dependant, other than a newborn, is confined in a hospital when coverage should commence, coverage will not begin until your **dependant's** discharge.

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

### **Reinstatement of Benefits**

Employees who have not had employment for a period of 12 consecutive months must **re-qualify** for all benefit coverage as if they were new employees, subject to justifiable leave or absence.

### **Temporary Lay-Off**

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

In the event of lay-off or justifiable leave where benefits are not paid by the company an employee will be allowed to continue his coverage, with exception of disability benefits, by making a direct contribution to the Fund to a maximum of twelve months. Such self-paid contributions must be made prior to the 1<sup>st</sup> of the month for which coverage is desired. Please contact the Plan Administrator to make arrangements.

### Relief Work

Employees who fit-out a ship and complete the navigation season, subject to justifiable absence which includes the lay-up of their vessel will be considered permanent employees and their benefits will continue until the next navigation season.

If such employees fit-out a ship in the next navigation season, their benefit will continue as indicated above.

The benefits of Relief Employees #1 who bid on a ship which subsequently does not come out, will continue to June 30<sup>th</sup> of that navigation season. If given relief work or if they fill a temporary vacancy, their benefits coverage will continue to June 30<sup>th</sup>, or 30 days from relief complete, whichever is later.

In the case of Relief Employees #2 not affected by the above, benefit coverage will cease at the end of the month following relief complete.

### Evidence of Insurability

Evidence of insurability is required if you apply for Optional Life Insurance\* for yourself and/or your spouse.

\* More information on the Optional coverage can be obtained by contacting the Plan Administrator. Brochures are available detailing the costs and other features of the Plan.

### Coordination of Benefits

When payment of benefits provided under this agreement is available to a person under any other prepaid health service contract, insurance policy or plan, benefits shall be coordinated and the amount payable under this agreement shall be pro-rated and limited to the extent that the total amount available under all coverages does not exceed 100% of the Eligible Expenses.

The Plan Administrator may, subject to consent of the covered employee if required by law, obtain from or release to any person or corporation any information considered necessary to implement this provision and facilitate the payment of benefits under this agreement.

#### **Order of Benefit Determination**

If a person is eligible to receive a benefit under this agreement and the same or similar benefit under any other contract, policy or plan, payment of benefits shall be decided in the following manner:

1. if another plan does not contain a coordination of benefits provision, the benefits of such plan shall be deemed payable prior to the application of benefits under this agreement;

2. if another plan contains a coordination of benefits provision, the benefits of such plan shall be coordinated with the benefits under this agreement as follows;

priority shall be attributed to the plan under which the person is eligible to receive the benefits in the following order:

- A. other than as a dependant; or
- B. as a dependant of the covered person with the earlier day and month of birth in the calendar year.

If priority cannot be established in the preceding manner, the benefits shall be pro-rated between or amongst the plans in proportion of the amounts that would have been paid under each plan had there been coverage by just that plan.

### Termination of Coverage

Coverage for you and your dependants will cease on the earliest of the following events:

1. on termination of your employment. Cessation of active work will constitute termination of employment except as provided below;
2. on termination of your membership in the class or classes of individuals eligible for insurance under this policy;
3. on termination of this policy;
4. on the last day of the month that follows the month you began a temporary lay-off. However, should you decide to make direct contributions to the Fund as described on page 7 of this booklet and provided you are not classified as a "Permanent Employee" as described in the definition section of this booklet, your coverage will not terminate at temporary lay-off;
5. the day you enter service in any naval, military or air force;
6. on the 1<sup>st</sup> of the month immediately following the date on which you reach age 65, less the qualifying period for Long Term Disability and/or Weekly Indemnity Benefit;
7. if you should die;
8. if premiums have not been paid;
9. the date you reach age 70 for all coverages except Long Term Disability;
10. the date you retire.

For benefits on termination see *Conversion of your Life Insurance* under Life Insurance benefit and *Extension of Benefit on termination of employment*.

### Waiting Period Waived

The respective waiting periods for insurance coverage will be waived for all members who transfer to the Canadian Merchant Service Guild (**CMSG**) or **ULS** engineers on either a temporary or permanent basis. Similarly, **CMSG** members or **ULS** engineers who transfer to **CAW Local 4401** (Canadian Maritime Union) will be exempt from the waiting period for coverage.

# Life Insurance

## Life Insurance for the Employee

The amount of your Life Insurance can be determined from the *Benefit Summary*.

If you die while insured, Maritime Life will pay the amount of your Life Insurance to the last nominated beneficiary or beneficiaries as filed. In the absence of a beneficiary nomination, payment will be made to your estate.

You may name the beneficiary or beneficiaries of your choice or your estate. All nominations you make are revocable, unless you stipulate otherwise or the law provides otherwise.

Due to the complications that might arise upon settlement of the estate, it is not advisable for an employee to appoint a minor child as beneficiary. If a minor child is appointed, the funds should be left in trust and the employee's Last Will and Testament should be amended to include a Trustee who will handle the minor child's affairs.

## Conversion Privilege

If an employee's insurance ceases because:

1. employment for insurance purposes terminates; or
2. the classification changes to one not eligible for Life Insurance; or
3. a disabled employee ceases to be eligible for Waiver of Premium and does not return to active employment;

and the employee is under 65 years of age or has just attained age 65, the employee is entitled to purchase an individual life insurance policy issued by the insurer.

Note: The conversion privilege does not apply to reduction of life insurance or termination of insurance which become effective at specified ages or upon a member's retirement.

1. The amount of the individual policy shall not exceed the amount of insurance for which the employee was covered when coverage was discontinued, subject to the lesser of:
  - A the amount of insurance not replaced under a replacing contract of group life insurance, or
  - B. \$200,000 for all contracts of group insurance combined.

## Life Insurance

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2. The individual policy shall be, at the employee's option, in the form of a Convertible One Year Term, a Term to Age 65 or an Ordinary Life plan. This individual policy shall be without dividends and without disability waiver or other supplementary benefits.
3. The premium for the individual policy shall be determined by the insurer according to:
  - A. the insurer's current rates for the employee's attained age at the birthday immediately prior to the date of issue of the individual policy;
  - B. the class of risk to which the employee then belongs; and
  - C. the form and amount of the individual policy.
4. The written application for the individual policy shall be delivered to the insurer within 31 days after the date on which the employee's insurance was terminated.

Note: Non-smoker rates are not available on converted policies.
5. Insurance under the individual policy shall be effective at the end of the 31 day period described above.
6. Evidence of insurability shall not be required for such individual policies.

### Waiver of Premium for Disability

If you become totally disabled for 6 consecutive months before age 65, your Life Insurance Benefit will be continued free of charge until you cease to be totally disabled or you reach age 65, whichever occurs first. To qualify, you must be unable to work for compensation or profit or to engage in any business or occupation, and you must submit proof of continuing disability as may be required by the insurer.

Note: In order to qualify for the Waiver of Premium Benefit, you must notify the Maritime Life Assurance Company of your disability within one year of your last active day at work, and must furnish proof of your disability satisfactory to the insurer within 18 months of that last active working day.

### Optional Life Insurance

In the event of your death while insured, the amount of your Optional Life Insurance is payable to your named beneficiary or beneficiaries.

No benefit will be paid for death resulting from suicide within two years of your Optional Life Insurance becoming effective.

## Life Insurance for your Dependants

The amount of your Dependants' Life Insurance can be determined from the *Benefit Summary*.

In the event of the death of your spouse and/or dependant children while insured, the amount of Dependant Life Insurance is payable to you.

### Conversion Privilege for the Spouse

An individual life insurance policy issued by the insurer may be purchased on the life of a spouse who is under age 65 or has just attained age 65 if the insurance ceases due to:

1. termination of the employee's employment; or
2. a change in the employee's classification or the dependant status of the spouse, or
3. death of the employee.

The individual policy shall be subject to the conditions set out under the *Conversion Privilege* in the *Employee Life Insurance* section. However, the age and class of risk shall be those of the spouse and the amount of the individual life policy shall be the amount for which the spouse was insured when coverage was discontinued.

The owner of the individual policy shall be the employee. If the employee is not living then the owner will be the spouse. The beneficiary of the individual policy shall be designated by the owner.

### Waiver of Premium

Your dependants will continue to be insured if your Life premiums are being waived. During such period, no premium payment will be required for this benefit. No additional dependant may become insured once the waiver has been approved and there may not be any increase in the amount of insurance on your covered dependants.

### Optional **Spousal** Life Insurance

In the event of the death of your spouse while insured, the amount of Optional **Spousal** Life Insurance is payable to you.

No benefit will be paid for death resulting from suicide within two years of your spouse's Optional Life Insurance becoming effective.

More information on the **Spousal** Optional Life Insurance can be obtained by contacting the Plan Administrator. Brochures are available detailing the costs and other features of the Plan.



# Accidental Death and Dismemberment Insurance

## Purpose of the Benefit

You are insured against the perils described in this section. Your protection is worldwide 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.

## Principal Sum

You are insured for a flat amount as specified in the *Benefit Summary*.

## Definitions

### **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.

### **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 full-time employee under age 70.

## Effective Date

The effective date of the plan is June 1<sup>st</sup>, 1998. Your insurance is effective on that date if you were eligible and employed before that date, otherwise, you are insured on the date following completion of sixty cumulative days of work.

**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):

Flat amount: \$100,000

The following benefits are included:

| <b>Benefit</b>                             | <b>Amount</b> |
|--|---------------|
| Repatriation *                             | \$10,000      |
| Rehabilitation *                           | \$10,000      |
| Family Transportation *                    | \$10,000      |
| Home Alteration and Vehicle Modification * | \$10,000      |

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

**Reduction**

Your amount of Principal Sum reduces by 50% immediately on the first of the month following the month in which you reach 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.

| <b>For Loss of:</b>  | <b>Percentage of Principal Sum</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%                            |
| <br><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%                            |

## Accidental Death and Dismemberment

---

### For Paralysis of:

|   |      |
|---|------|
| All four limbs (Quadriplegia)                                 | 200% |
| Both lower limbs (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 sight;                           |
| 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.

### 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 inpatient 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.

### 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.

### 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.

### 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.

### **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.

### **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.

### **Accommodation**

Means lodging in the vicinity of the Hospital where you are confined.

## 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 exceed the amount stated in the *Schedule of Benefits*.

## 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 **other-**

wise 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.

### 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 70 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.

### Exclusions

The insurance does not cover losses caused in any way from:

1. suicide or any suicide attempt; self-inflicted injuries;
2. nuclear war, war between North America and/or the states of the former Soviet Union, China, France or the United Kingdom;
3. full-time active service in the armed forces of any country;
4. travelling as a pilot or crew member of any aircraft or travel in the Policyholder's owned, operated or leased aircraft.

### Beneficiary

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).

# Weekly Indemnity

## Payment of Benefits

The amount of your Weekly Indemnity Insurance, the elimination period and the maximum benefit period can be determined from the *Benefit Summary* section of this booklet.

If you become disabled while insured, and prior to age 70 (while actively at work), the Plan will pay, subject to limitations and exclusions, a Weekly Indemnity Benefit for each week you remain disabled after completion of the elimination period until the earliest of the following:

1. the date on which you cease to be disabled;
2. the date on which you are no longer under the care of a medical doctor;
3. the date on which the maximum benefit period is reached; or,
4. when you refuse to be examined by a medical doctor appointed by the Plan Administrator,

## Disabilities Which Begin in the Off-season or While not Actively at Work

Short-Term Disability Benefits will not be paid in the off-season or while you are not actively at work unless you received benefits for at least two weeks prior to the close of the shipping season. In this case benefits would be limited to the length of time for which you received benefits prior to the close of the season. Once benefits cease in the off-season, they will not recommence until such time as the season is opened and satisfactory proof of recall is submitted.

## Integration with Federal and Provincial Plans

Any Benefits will be directly reduced by the amount of any payments you are entitled to receive under the Workplace and Safety Insurance Benefits.

Upon illness or disability, a member must file a sickness claim through the Employment Insurance office of Employment and Immigration Canada. If approved, E.I. benefits will continue from the third week to the 17<sup>th</sup> week inclusive. Weekly indemnity benefits will resume from the 18<sup>th</sup> to 26<sup>th</sup> weeks inclusive. If the member's application for sick benefits is declined by the Employment Insurance Commission, the plan will provide weekly indemnity payments for the full 26-week period, with no lapse in benefits. Weekly Indemnity benefits for the first 2 weeks are paid from the plan if the member qualifies. It is important to apply with the E.I. office immediately in order to avoid delay in payments.

### Recurrent Disabilities

Periods of disability due to the same or related causes will be considered one continuous absence unless you return to work for at least 14 days between absences.

### Rehabilitation Benefit

For disabilities that have an indefinite or prolonged prognosis and appear to extend beyond the Weekly Indemnity maximum benefit period, the Plan Administrator reserves the right to recommend that you consider engaging in a Rehabilitation Program as soon as possible after commencement of your total disability. If you have any questions, do not hesitate to contact **Coughlin & Associates Ltd.**

### Subrogation

If you are entitled to recover damages for loss of income from another person as a result of personal injuries sustained by you and for which you are entitled to receive benefits under the Insurance benefits provisions, Maritime Life will be subrogated to all your rights of recovery for loss of income to the extent of the sum of the benefits paid or payable to you under that provision.

The Plan Administrator may, in connection with its right of subrogation, require that you complete a Reimbursement Questionnaire and execute a Reimbursement Agreement. If you do not complete and return to the Plan Administrator the Reimbursement Agreement within **30** days after a request that you complete or execute it, the benefits which you would otherwise be entitled to receive under the Weekly Indemnity Benefit provision will not be paid until you do so.

### Filing a Claim

A claim should be filed within **90** days of the commencement of disability.

### Limitations

**Payment is not made for:**

1. a period:
  - A. of formal maternity and/or parental leave taken by the employee as provided under the relevant legislation;
  - B. of maternity leave commencing with the earlier of;
    - (a) the elected date of leave, mutually agreed to by the employer and the employee; and,



- (b) the date of birth of the child, and ending with the earlier of:
  - i. the elected date of return to active full-time work with the employer, mutually agreed to by the employer and the employee, and;
  - ii. the actual date the employee is again actively at work with the employer;
- C. of parental leave mutually agreed to by the employer and the employee;
- 2. any period during which you are not under the care of a medical doctor;
- 3. a total disability due to abuse of drugs or alcohol unless:
  - A. you are confined in a hospital or satisfactorily participating in a program approved by the Plan Administrator; or,
  - B. there is an organic disease present which would cause total disability even if the use of drugs or alcohol ceased.

### Exclusions

- A benefit is not paid for a total disability which is due to or results from:
- 1. a disability at any time when you are on vacation and receiving full pay;
  - 2. cosmetic surgery or treatment, when so classified by the Plan Administrator, unless such surgery or treatment is for accidental injury and commenced within 90 days of an accident;
  - 3. any cause for which indemnity or compensation is provided under any Workplace Safety and Insurance Act or similar legislation unless due proof is submitted to the insurer that you have been disqualified for such benefits;
  - 4. war, insurrection or hostilities of any kind, whether or not the individual was actually participating therein;
  - 5. intentionally self-inflicted injuries or attempted suicide while sane or insane;
  - 6. participating in any riot or civil commotion;
  - 7. bodily injury sustained as a result of committing or attempting to commit a criminal offence;
  - 8. any period that you are engaged in any business or occupation;

9. any period while you are permanently or temporarily outside of Canada or 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;
10. 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;
11. for the portion of a period of disability during which you are imprisoned in a penal institution or confined in a hospital, or similar institution as a result of criminal proceedings.

# Long Term Disability

## Payment of Benefits

The amount of your Long Term Disability Insurance, the elimination period and the maximum benefit period can be determined from the *Benefit Summary*.

If you become totally disabled while insured, Maritime Life will pay, subject to limitations, exclusions and subrogation, a Long Term Disability Benefit for each month you remain totally disabled after completion of the elimination period until the earliest of the following:

1. the date on which you cease to be totally disabled;
2. the date on which you are no longer under the care of a medical doctor;
3. the date on which the maximum benefit period is reached;
4. the date on which you refuse to be examined by a medical doctor appointed by Maritime Life.

## Total Disability

You are considered totally disabled, during the first 24 consecutive months in which you receive benefits, if you are unable to perform any and every duty of your occupation. After this period you are considered totally disabled if you are unable to perform any and every duty of your normal occupation and any other occupation:

1. for which you are reasonably qualified by training, education or experience; such incapacity must result from a medically determinable physical or mental impairment;
2. for which the current monthly earnings are **85%** or more of the indexed pre-disability monthly earnings for your normal occupation.

Note:

If you hold a government permit or license to perform your duties, you will not be considered totally disabled solely because such permit or license has been withdrawn or not renewed.

## Recurrent Disability

If a disability recurs and it is due to the same or related causes, it will be considered as one continuous disability and will not be subject to the Qualifying Disability Period unless you have returned to active, full-time employment for a period of 6 consecutive months or longer.

If a new disability is due to causes unrelated to your prior disability, you may be eligible for a new disability period, subject to the Qualifying Disability Period, if you have returned to active work for at least one day.

### Rehabilitation Benefit

To help you recover while still receiving payments the insurer may recommend that you engage in a Maritime Life approved rehabilitation program. Training or work performed in such a program allows you to receive increased income.

Maritime Life's monthly benefit will only be reduced when the total monthly income you receive from Maritime Life, the sources described in the integration of Benefit Provision plus the gross income from your rehabilitative program exceeds **100%** of your indexed **pre-disability** monthly income. If your total monthly income exceeds **100%** of your indexed **pre-disability** monthly income, your benefit will be reduced by the amount in excess of your indexed **pre-disability** monthly income. However, benefit payments will cease on the date when you cease to participate in the program.

Maritime 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 Maritime Life in writing. The maximum lifetime amount payable for services and equipment will be **\$25,000**. If you have any questions, do not hesitate to contact the Plan Administrator.

The Insurance company will stop making Disability income benefit payments to the individual at the earliest of the following dates:

1. the date on which the employee ceases or refuses to participate in the rehabilitation program or his **65<sup>th</sup>** birthday if earlier;
2. the date on which the employee would otherwise cease to be disabled as defined in this provision;
3. the date on which the employee would otherwise cease to receive disability income benefits under this provision.

### Subrogation

If you are entitled to recover damages for loss of income from another person as a result of personal injuries sustained by you and for which you are entitled to receive benefits under the Insurance Benefits Provisions, Maritime Life will be subrogated to all your rights of recovery for loss of income to the extent of the sum of the benefits paid or payable to you under that provision.

Maritime Life may, in connection with its right of subrogation, require that you complete a Reimbursement Questionnaire and execute a Reimbursement Agreement. If you do not complete and return to the Plan Administrator the Reimbursement Questionnaire or do not execute and return to the Plan Administrator the Reimbursement Agreement within **30** days after a request that you complete or execute it, the benefits which you would otherwise be entitled to receive under the Long Term Disability Insurance benefit provision will not be paid until you do so.

### Benefits After Coverage Ends

If this insurance coverage ends while you are totally disabled, you will continue to receive benefits as if the coverage were still in effect.

### Integration of Benefits

The Insurance Company will automatically reduce the Disability Income benefit by the amount of any benefit payments the individual is entitled to receive under any Workplace Safety and Insurance Act or similar legislation.

Once the above reduction has been made, if the amount of an individual's monthly gross income from all sources listed below still exceeds **85%** of his gross indexed **pre-disability** monthly salary, the Insurance Company will further reduce its Disability Income benefit to the extent necessary so that his total monthly gross income from these sources is equal to **85%** of his gross indexed **pre-disability** monthly salary.

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

1. Maritime Life's Disability benefit;
2. any indemnity payable to you under any Workplace Safety and Insurance Act or similar legislation;
3. 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 employee plus subsequent cost of living increases;
4. any indemnity payable to you under any government legislated **No-Fault** Automobile Insurance Plan;
5. any indemnity for loss of time payable to you under an insured or uninsured plan which covers you on a group basis, other than a professional or other association type plan;
6. any continuation of salary from your employer;
7. any benefits received under any retirement or pension plan of your employer;

8. any damages for loss of income recovered from a third party and arising out of the same circumstances that caused your disability;
9. income from any employment, other than as described in the other sections of this provision;
10. any other plan or program provided to you by or through your employer; such plan or program includes any permanent and total disability benefit of group life insurance for which you could have elected not to apply;
11. any other plan or program of any government or the Crown or of any subdivision or agency of the government or the Crown, including any plan or program established pursuant to a provincial automobile insurance act; the insurer will not reduce your monthly benefit in respect of benefits payable by the Employment Insurance Commission;
12. income from the Program of Rehabilitation (should you be participating in a Program of Rehabilitation).

If the amount of benefit, reduced as described above, plus the amount of benefit from a professional or association plan exceeds **100%** of indexed **pre-disability** income, the benefit will be further reduced to the extent necessary so that the gross monthly income from all sources does not exceed **100%** of indexed **pre-disability** income.

The benefit will not be reduced by amounts received under an individual disability insurance policy.

If an employee has not applied for a Benefit that he is entitled to apply for from any Government source or another plan which covers him on a group basis, or if he has applied for but has not yet received notice of whether or not he is entitled to such benefit, the Insurance Company will estimate the amount of such benefit. The Disability Income Benefit payable under this provision will be reduced as if the employee has received such estimated benefit, until such time as the Insurance Company receives written notice that the application has been approved or declined. When the Insurance Company receives the notice it will make an appropriate adjustment, if necessary, to the Disability Income Benefit payable under this provision.

If the employee receives a lump sum settlement for any of the benefits described above, the Disability Income Benefit under this provision will be reduced by the amount that the Insurance Company calculates he would receive if the payments were being made on a monthly basis.

### Limitations

#### **Payment is not made for:**

1. any period while the individual is not under the continuing care of a physician or surgeon legally licensed to practice medicine;
2. if the disability is due to mental disorder, any period while (i) the individual is not under the continuing care of a certified psychiatrist, or (ii) with respect to alcoholism and/or drug addiction, the individual is not certified as being actively supervised by and continuing treatment from a rehabilitation centre or a provincially designated institution;
3. the period during which the individual is on Pregnancy leave of absence or, if the individual is not entitled to a Pregnancy leave of absence, the period which commences with the first day of the tenth **week** prior to the expected week of confinement for the birth of her child to the last day of the sixth week following the expected date of confinement;
4. any period while the employee is either permanently or temporarily outside of Canada or the United States. If he becomes disabled while he is outside of Canada or the United States his disability will not be deemed to commence until the date on which he returns to Canada or the United States;
5. any period during which you refuse to participate in a rehabilitation program deemed appropriate by the insurer;
6. for the portion of a period of disability during which you are imprisoned in a penal institution or confined in a hospital or similar institution as a result of criminal proceedings.

#### **Exclusions**

A benefit is not paid for a total disability which is due to or results from:

1. war, insurrection or hostilities of any kind, whether or not the individual was actually participating therein;
2. intentionally self-inflicted injuries or attempted suicide while sane or insane;
3. participating in any riot or civil commotion;
4. bodily injury sustained as a result of committing or attempting to commit a criminal offence;
5. injury, disease, pregnancy or mental disorder with respect to which treatment has been received within **90** days prior to the date on which the individual became insured under this provision. This exclusion will not apply to a continuous period of disability which commenced after the individual has been insured under this provision for one year.

### Waiver of Premiums

The insurer will waive the payment of premiums for the Long Term Disability Insurance for each employee who is receiving benefits under this coverage. Premiums will be waived beginning with the premium for the first full policy month for which benefits became payable and continuing for each full policy month for which benefits are payable.



# Extended Health Care

## Prescription Drug Benefits

### Eligible Charges

Drugs and medications which require the written prescription of a physician or dentist and which are dispensed by a licensed pharmacist.

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E-D*

Any eligible drug charge will be paid if:

1. it is medically necessary;
2. it is reasonable and customary.

### Exclusions

The following items are not covered whether or not they have been prescribed for medical reasons:

1. drugs not approved for legal sale to the general public;
2. vitamins (except **injectables**), minerals, food substitutes, health foods and dietary supplements such as proteins, infant food;
3. medical soaps **and creams**, cosmetics and shampoos;
4. skin-lotions, eye and contact-lens solutions, mouth washes;
5. publicly advertised items;
6. cough and cold preparations, antihistamines;
7. laxatives, **antidiarrheas** (with approved exceptions);
8. products commonly considered household remedies;
9. anti-obesity treatments;
10. nicotine resin containing products;
11. fertility drugs;
12. preventive **immunization** vaccines and toxoids;
13. and any other products that do not require a written prescription.

## Extended Health Care

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

1. it is medically necessary;
2. it is reasonable and customary;
3. it is recommended and **authorized** by a physician or surgeon legally licensed to practice medicine;
4. payment is not prohibited by the government sponsored 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.

## Description of Covered Charges

### A. Nursing Care

Charges for the services of a registered nurse or registered nursing assistant at your residence up to **\$10,000** per individual per calendar year to age **65** and thereafter **\$10,000** per individual per calendar year but in any event no more than **\$25,000** from age **65** to termination of benefit.

Note:

The services will not be considered as Eligible Expenses while you or your dependant are residing in a nursing 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 a resident in your home and is not a relative of you or your spouse.

### B. Hospital Expenses & Supplies

Charges incurred in the Canadian province or territory in which you or your dependant are resident for:

1. services furnished by a licensed hospital; and
2. supplies which are obtained from an outpatient department of a licensed hospital or a surgical supply company, while you or your dependant are not confined to the hospital.

### C. Ambulance

Charges for professional ambulance service, other than airline, to and from the nearest hospital qualified to provide the necessary treatment,

Emergency transportation within the insured's province of residence by airline to and from the nearest hospital qualified to provide the necessary treatment. Such emergency transportation is subject to a maximum benefit equal to the economy airfare for the insured, and, if medically required, a medical attendant who is neither a resident in your home nor a relative of your family.

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

### D. Aids, Services & Supplies

Purchase of braces, crutches, artificial limbs or eyes and prosthetic devices approved by the Plan Administrator.

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

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

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

Oxygen / blood serum.

Custom made **orthopedic** shoes prescribed by a podiatrist or physician up to a maximum of one pair and **\$250** per calendar year,

Custom **molded orthopedic** inserts; limited to one pair per calendar year at **\$250**.

Two pairs of surgical stockings per calendar year.

Wigs and hairpieces purchased as a result of chemotherapy up to a lifetime maximum of **\$100**. The insurer will also reimburse up to a lifetime maximum of **\$250** for wigs purchased due to total hair loss from a disease called Alopecia **Totalis**.

## E. Accidental Dental

Charges by a legally licensed dentist for dental treatment of injuries to sound natural teeth, or replacement of natural teeth, for accidents suffered by you or your dependant while insured under this benefit. Each person is eligible up to a maximum of **\$500** per person for the replacement of natural teeth.

**A sound natural tooth** is any tooth that did not require restorative treatment immediately before accident. A natural tooth is any tooth that has not been artificially replaced.

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

1. 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;
2. the accidental blow occurs while the person is insured;
3. the treatment is received within twelve months after the accidental blow;
4. the treatment is the least expensive that will provide a professionally adequate result;
5. 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;
6. if treatment is to be received more than **90** days after the accidental blow, a treatment plan must be submitted to the Plan Administrator within **90** days of the accident.

## F. Referral Benefit

Charges for the following services provided out of province and out of Canada 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 dependants 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 dependants 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 practice medicine.

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

## Extended Health Care

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

### G. 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 dependant are residents.

### H. Speech Therapy

The services of a qualified speech therapist, up to an individual maximum of \$1,000 per calendar year.

### I. Clinical Psychology

The services of a legally licensed clinical psychologist, up to an individual maximum of \$1,000 per calendar year.

### J. Hearing Aids

The purchase of hearing aids and repairs, excluding batteries, up to an individual maximum of \$500 in four consecutive calendar years.

### Vision Care

Eye glasses: Maximum is \$200 in any two consecutive calendar years

or  
Contact lenses: Unrestricted access to a maximum of \$200 per two consecutive calendar years

Prescription eye glasses or contact lenses and the fittings of such eyewear.

Coverage for eye examinations (all provinces) will be covered under the benefit plan where necessary and when the employee qualifies to collect benefit amount.

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

### Paramedical Services

The maximum amount payable per classification of practitioner is \$500 per individual in any calendar year.

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

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

1. physiotherapists (paid from first dollar before the provincial health care maximum limit is satisfied);
2. chiropractors (paid from first dollar before the provincial health care maximum limit is satisfied);
3. osteopaths;
4. chiropodists or podiatrists (paid from first dollar before the provincial health care maximum limit is satisfied);
5. naturopaths;
6. masseurs;
7. acupuncturists.

Note: The maximum charge for each treatment will be as determined by the Schedule of Fees approved by the Association of which the practitioner is an employee, and where there is no approved Schedule of Fees, an amount as determined by the Plan Administrator.

### Extension of Benefits

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

### Hospital Benefit

You will be paid the difference between the public ward allowance under the provincial hospital plan and the semi-private charge for each day you or your dependant are confined in a licensed hospital due to injury, disease, illness, mental disorder or pregnancy.

#### **Exclusion**

Any cause which entitles you or your dependant to apply for and receive indemnity or compensation under any Workplace Safety and Insurance Act is excluded in addition to those exclusions described under Extended *Health Exclusions*.

#### **Extension of Benefits**

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

## Out-of-Province Coverage

The major medical part of this plan provides coverage for expenses incurred outside your home province when:

1. you or your dependant is temporarily out-of-province but within the country on business or vacation or for educational or training purposes and the expenses arise as a result of an emergency or unexpected sudden illness, or
2. the required medical treatment is not readily available in your home province.

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# Out-of-Country Coverage

## Employee and Dependant Coverage

Only insured individuals under age **65** are eligible for coverage.

Coverage is limited to a period of **60** days from the date the insured leaves the province of residence.

Dependant children who are attending school outside Canada are eligible for coverage only while travelling to and from their province of residence and the school.

## Lifetime Maximum Benefit

The total lifetime benefit payable in respect of an insured employee or dependant is unlimited.

## Services

The following benefits are covered in the event of an emergency which occurs while you or your dependants are travelling for non-medical reasons outside your province of residence.

### A. Assistance Services

1. Multilingual assistance by toll-free telephone, **24** hours a day, **365** days a year, for insured individuals and providers of medical services to obtain aid and assistance.
2. Referral to a legally qualified physician, dentist, legal advisor or an appropriate medical care facility.
3. Assistance in replacement (but not cost) of necessary travel documents or tickets in the event of theft or loss.
4. A centre for communication of messages between you and your family, friends or business associates. Messages are held for **15** days.
5. Medical consultation and monitoring of medical care and services if you or your dependants are **hospitalized**, and arrangement for contact with the patient, the attending physician and the patient's personal physician and family if necessary.

### B. Eligible Expenses

1. Medical Services: charges incurred for medical and surgical fees, hospital accommodations and prescribed drugs.



## Out-of-Country Coverage

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2. Emergency Transportation: emergency transportation to the nearest appropriate medical care facility and, if medically necessary, from the medical care facility to a hospital in Canada. Upon written recommendation of a physician, such charges shall include a medical attendant, if necessary, who is neither a resident in the employee's home nor a relative of the employee or the employee's spouse.
3. Return of Deceased: charges incurred for the return of a deceased employee or dependant to the place of former residence in Canada, subject to a maximum benefit of **\$5,000** per individual.
4. \*Return of Dependant Children: charges incurred for the return of dependant children to their residence in Canada in the event you or your spouse are **hospitalized** and the children are left unattended. The children must be under **16** years of age. Arrangements for an escort to accompany the children will be made if necessary.
5. \*Return Trip Delay or Transportation: charges incurred for delay of the return trip of an insured individual due to the **hospitalization** of that individual or another insured individual with whom the individual is travelling, limited to the cost of one way economy class transportation.
6. \*Visit of Family Member: charges incurred for transportation of an immediate family member to visit a **hospitalized** insured individual. Such individual must have been travelling alone and be confined to a hospital for more than 7 days. The cost of transportation is limited to return economy fare for one family member. An immediate family member is defined as a spouse, parent, child, brother or sister or a person with whom the insured individual normally resides.  
  
\*Charges for 4, 5 and 6 above are subject to a combined maximum benefit of **\$5,000** per emergency.
7. Return of Vehicle: charges incurred in connection with the return of an insured's vehicle in the event the insured is unable to return it due to illness, injury or death, subject to a maximum benefit of **\$500** per trip. The vehicle will be returned to the insured's residence or nearest appropriate rental agency. Such charges shall not include commercial transport vehicles.
8. Return Trip Delay and/or Accommodation: charges incurred for commercial accommodation and meals for insured individuals while staying with a **hospitalized** insured family member when their return trip is delayed due to an illness or accident. Such charges are subject to a maximum benefit of **\$700** per family.
9. Convalescent Benefit: charges incurred for accommodation for insured individuals requiring convalescence following **hospitalization**, subject to a maximum benefit of **\$75** per day for not more than 5 days for each insured individual.

### Exclusions

The foregoing list of services shall not include any of the following:

1. charges listed as exclusions under the *Exclusions for Health and Dental Benefit* section of this booklet;
2. charges which are not incurred as a result of an emergency while travelling;
3. charges in connection with childbirth and medical complications resulting from childbirth when the delivery takes place after the beginning of the 32<sup>nd</sup> week of pregnancy;
4. charges which are considered an insured service of any provincial government plan;
5. charges not listed in the foregoing list of benefits.

### Liability

The insurer is not responsible for the availability, quantity, quality or results of any medical treatment received by an insured individual, or for the failure of an insured individual to receive medical treatment for any reason.

# Dental Care

## Maximum Benefit

The maximum amount payable per individual is the amount stated in the *Benefit Summary*.

## Treatment Plan

In order for you and your dentist to learn in advance how much the Plan will pay and how much must be paid by you, it is recommended that a Treatment Plan be filed with the Plan Administrator whenever the total cost of the proposed dental work is expected to exceed **\$300**. This Treatment Plan identifies coverage and limitations for specific services and clarifies deductibles, specific limits and Dental Fee Guide allowance before dental treatment commences. The Treatment Plan is not intended to limit you in your choice of dentist, to tell you or your dentist what treatment should be performed or to tell the dentist what fee to charge, nor to guarantee reimbursement after coverage ceases.

A Treatment Plan is a plan of dental treatment (including X rays if required) showing the patient's dental needs, a written description of the proposed treatment necessary in the professional **judgement** of the dentist, and the cost of the proposed treatment.

## Eligible Expenses

On behalf of each covered individual in your family, the Dental Benefit will reimburse you for all eligible dental expenses in excess of the deductible.

Eligible Expenses are those which are recommended as necessary by a physician or dentist that are not in excess of the suggested fee for General Practitioners in the Current Dental Association Fee Guide for your province of residence.

Dental treatments are considered eligible if performed **by a dentist or denturist** who practices within the scope of his license.

There are several dental procedures which are covered by provincial health plans up to certain maximums. If the dentist or dental surgeon chooses to charge more than that payable by the provincial plan, legislation in some provinces does not permit the excess charges to be eligible under this Plan.

Situations may arise where alternate methods of treatment may be available. It is solely for you and your dentist to decide which method will be employed. As the basis for determining its liability, the Plan

Administrator reserves the right to use the least expensive method of treatment that would provide a professionally adequate result.

Only those treatments listed are eligible.

## Basic Services

### **Diagnostic (36 months frequency limit)**

Tests or consultations, complete oral examinations, full mouth or panoramic X rays, recall examinations (6 months frequency limit for recall examinations).

### **Preventive (6 months frequency limit)**

Prophylaxis, preventive recall packages, fluoride treatment, oral hygiene instruction, occlusal equilibration, bitewing x-rays

### **Minor restorative**

Carries, trauma and pain control, non-bonded amalgam fillings, retentive pins, stainless steel, plastic and polycarbonate crowns, tooth coloured filling.,

### **Minor surgical**

Extractions, residual root removal.

### **Additional services**

Anaesthesia, professional visits, pit and fissure sealants (for children under 18 years), interproximal discing of teeth, space maintainers.

### **Periodontics**

Nonsurgical, surgical, adjunctive services, scaling and/or root planning, periodontal appliances and repair.

### **Endodontics**

Pulp capping, pulpotomy, pulpectomy, root canal therapy, apexification, periapical services, hemisection, bleaching, intentional removal of tooth, apical filling and reimplantation, emergency procedures.

### **Major surgical**

Surgical exposure of tooth, alveoloplasty, gingivoplasty and/or stomatoplasty, vestibuloplasty, surgical excision, surgical incision, fractures, frenectomy, adjunctive services.

### **Dentures**

Denture adjustments, repairs, rebasing, relining, and denture tissue conditioning.

### Major Services

#### **Removable Prosthetic Devices**

The initial installation of partial or full dentures, subject to pre-existing conditions limitations on missing teeth extracted or fractured prior to the effective date of coverage.

The replacement of existing dentures is not covered unless:

- A. the replacement is required due to the extraction, loss or fracture of one or more sound natural teeth after the individual became insured under this plan; or
- B. the replacement is more than 12 months after the individual became insured under this coverage and the existing denture is more than five years old and no longer serviceable.

Neither the replacement of lost or stolen dentures nor the **characterization, personalization**, or duplication of dentures is covered.

#### **Extensive Restorative Dentistry**

Those procedures, including gold inlays, onlays and crowns, used to restore the natural teeth to their normal functions where the tooth cannot be restored due to extensive caries or fracture. Replacement of existing gold inlays, onlays and crowns is covered only if the existing restoration is no longer serviceable.

When a tooth can be restored with silver amalgam, silicate or synthetic restorations, benefits will be determined based on the usual costs of such a restoration. Extensive restoration is subject to the pre-existing condition limitation on teeth fractured prior to the effective date of coverage.

#### **Fixed Prosthetic Devices**

The initial installation of fixed prosthetic devices, subject to pre-existing condition limitation outlined above.

Coverage includes the re-cementing and replacement of the facing or veneer of the fixed prosthetic device.

The replacement of an existing fixed prosthetic device is not covered unless:

- A. the replacement is required due to the extraction, loss or fracture of one or more sound natural teeth after the individual became insured under this plan; or
- B. the replacement is more than 12 months after the individual became insured under this coverage and the existing denture is more than five years old and no longer serviceable.

## Exclusions for Health and Dental Benefits

No payment will be made for expenses resulting from:

1. self-inflicted injuries or illness while sane or insane;
2. any injury or illness for which the covered person is entitled to indemnity or compensation under any Workplace Safety and Insurance Act;
3. charges levied by a physician or dentist for time spent travelling, broken appointments, completion of claim forms, transportation costs, room rental charges or for advice given by telephone or other means of telecommunication;
4. cosmetic surgery or treatment (when so classified by the Plan Administrator) unless such surgery or treatment is for accidental injuries and commenced within 12 months of the accident and a treatment plan is submitted within 90 days of the accident;
5. injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country or participation in a riot;
6. services, treatments or supplies eligible under this Plan and payable under any government plan, whether or not the claimant is covered under such a plan. The Plan Administrator will only consider that amount of an Eligible Expense which is over and above the amount that would be payable by the government plan;
7. examinations required for the use of a third party;
8. dental treatment received from a dental or medical department maintained by an employer, an association or a labour union;
9. any charges for services, treatment or supplies for which there would be no charge except for the existence of coverage;
10. the replacement of an existing appliance which has been lost, mislaid or stolen;
11. treatment to correct temporomandibular joint dysfunction;
12. anti-obesity treatments including drugs, proteins and dietary or food supplements, whether or not prescribed for a medical reason.
13. drugs, serums, **injectables** and supplies which are not approved by Health and Welfare-Canada (Food and Drugs) or are experimental or limited in use, whether or not so approved;

## **Exclusions** for Health and Dental Benefits

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14. experimental medical procedures or treatment methods not approved by the Canadian Medical Association or the appropriate medical specialty society;
15. charges by any person who is a member of the immediate family of the insured individual or who ordinarily resides in the insured individual's home;
16. any services or supplies related to implant surgery;
17. bodily injury sustained as a result of committing or attempting to commit a criminal offence;
18. any group or policyholder-sponsored dental care or treatment;
19. any dental care or treatment for which the individual is not legally obliged to pay;
20. any **periodontic** or **endodontic** treatment commencing prior to the date on which the insured person becomes insured under this provision.

# Extension of Benefits

## Total Disability

If you are totally disabled when your Health and Dental Benefits terminate, benefits for such disability will be payable, as long as you remain disabled, up to a maximum period of:

1. Hospital - 90 days after termination;
2. Major Medical and Dental - 90 days after termination;
3. Long Term Disability - coverage continues as though coverage remained in force.

If one of your covered dependants is **hospitalized** when your coverage terminates, then benefits will be payable in the same manner as your own, or until your dependant is discharged from the hospital, whichever is earlier.

## While not actively at work

Employees who fit-out a ship and complete the navigation season, subject to justifiable absence which includes the early lay-up of their vessel will be considered permanent employees and their benefits will continue until the next navigation season.

If such employees fit-out a ship in the next navigation season, their benefit will continue as indicated above.

The benefits of employees who bid on a ship which subsequently does not come out, will continue to June 30<sup>th</sup> of that navigation season. If given relief work or if they fill a temporary vacancy, their benefit coverage will continue to June 30<sup>th</sup>, or 30 days from relief complete, whichever is later.

In the case of relief employees not affected by the above, benefit coverage will cease at the end of the month following relief complete.

## Extended Health Care

If you or your dependant 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.

## Dental

If your employment terminates and you or your dependant have commenced root canal treatment, you will continue to be covered for any of the charges incurred for such treatment for 30 days after your termination.



## **Extension of Benefits**

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If you or your dependant are undergoing root canal treatment, the Insurance Company with the policy in force at the date the canal is closed will be responsible for the charges incurred.

### **During W.I.**

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.

### **During L.T. D.**

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.

Under the terms of the collective agreement, the employer is obligated to continue paying premiums while an employee is totally disabled.

### **Continuation of Premiums While Disabled**

Premiums will be paid by your employer for employees who are totally disabled and receiving either **W.I.**, **L.T.D.** benefits or a **W.S.I.B.** for total permanent disability as follows:

| <b>Years of service<br/>with the company</b> | <b>Premium payments will be made<br/>for the following time period</b> |
|--|--|
| 1-4  | 24 months  |
| 5-10   | 1 year for every year of service                                       |
| 11 or more                                   | up to federal retirement age   |

## Claim Procedures

This Group Benefit Plan has been designed to protect you against the sudden impact of financial losses resulting from sickness, accident, death and health and dental care expenses. When you have a claim, please obtain the necessary forms from the Plan Administrator and forward them to **Coughlin & Associates Ltd.**

It is only reasonable for you to expect prompt payment of claims when they arise. The Plan Administrator wants to provide prompt service but needs your help. Double check with your Plan Administrator to ensure that you are using the correct form and that you have completed it correctly.

Sometimes physicians send in the claim forms directly. This frequently delays claims settlement as they may not **realize** that the employee section must also be completed.

### Death and Accident Protection

Keep this booklet in a safe place where you and your beneficiary may refer to it. In the event of a death, you or your beneficiary should immediately contact the Plan Administrator who will provide the necessary claim forms and information.

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.

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**.

### Disability Income

Claim forms are available from the Plan Administrator. You and your employer must complete certain portions of the form and your doctor must complete the Attending Physician's Statement. Once the form is completed, it should be returned to the Plan Administrator.

In order to be eligible for payment, Weekly Indemnity claims must be submitted within **90** days of commencement of total disability and Long Term Disability claims must be submitted no later than 6 months following the qualifying period.

### Hospital, Extended Health and Vision Care

Keep a record of all out-of-pocket expenses incurred by you and your covered dependants. It is important that all receipts for eligible expenses clearly indicate the name of the person for whom the expense was incurred.

If expenses are incurred due to hospital confinement, a claim form should be completed by the hospital and yourself. When completed, this claim form should be submitted to **Coughlin & Associates Ltd.**, for validation. You may have the hospital send the claim form directly to **Coughlin & Associates Ltd.**

If expenses other than hospital charges are incurred, obtain a claim form from **Coughlin & Associates Ltd.** Complete the form and return it, along with any original receipts, to **Coughlin & Associates Ltd.** for validation.

In order to be eligible for payment, health claims must be submitted within **15** months of the date the expense was incurred and no later than **90** days after termination of coverage or plan.

Note: Original receipts in support of claims will not be returned, but will be retained by **Coughlin & Associates Ltd.**

### Dental Care

Special claim forms have been designed and are available from **Coughlin & Associates Ltd.** Standard Dental Claim forms are also available from all dentists and are acceptable provided the employer information and/or policy number is clearly indicated.

If Dental expenses are incurred, obtain a claim form from your employer or dentist; have your dentist complete the form; complete your portion of the form and return it to **Coughlin & Associates Ltd.** for validation. Written proof of claim must be given within **15** months of the date in which the expense was incurred.

For all Extended Health and Dental Care Benefits, when your coverage terminates for any reason, written proof of claim must be given to **Coughlin & Associates Ltd.** within **90** days of the date of termination of coverage or contract.

### Out-of-Country Coverage

Should a claim arise, written notice of any loss, damage, injury, expenses or payments shall be given to the Plan Administrator within **30** days. The insured must provide proof of loss within **90** days.

Send the completed claim form to the Plan Administrator with sufficient details, so that the claim can be processed for payment. Be sure to identify the Master Policy #901903.

**All claims and enquiries should be directed to the Plan Administrator:**



Office Location:  
333 Preston Street, Suite 200  
Ottawa, Ontario K1S 5N4

Mailing Address:  
P.O. Box 3517, Station C  
Ottawa, Ontario K1Y 4H5

E-mail: WEBMASTER@coughlin.ca  
Telephone: (613) 231-2266  
Fax: (613) 231-2345  
Toll Free: (888) 613-1234

Notice

**Change of Address:**

This booklet has been sent to every employee for whom a current address is available. It is important to inform the Plan Administrator of any address changes and or dependant changes.

| <b>Benefit</b>   | <b>Insurer</b>  | <b>Policy #</b> |
|--|-----------------|-----------------|
| Life, Dependant Life,<br>Long Term Disability,<br>Weekly Indemnity,<br>Extended Health Care,<br>Dental Care,<br>Out-of-Country | Maritime Life   | 901903          |
| Accidental<br>Death & Dismemberment  | UNUM Life       | GSR-21593       |
| Optional Life  | Great-West Life | 135809          |