

COLLECTIVE AGREEMENT

Between

**LANDMARK CARTAGE SERVICES
LANDMARK LOGISTICS**

And



Effective: July 15, 2018 to July 14, 2021

09662 (07)

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ARTICLE 1 - BARGAINING RECOGNITION

1.01 RECOGNITION

It is recognized by this Agreement to be the duty of the Union, the Company or its bargaining agent and the Union members to fully co-operate individually and collectively, for the advancement of conditions. The Company recognizes that the Union will act as the bargaining agent for the associated owner-operators that are contracted by the Company from time to time.

1.02 UNION CO-OPERATION

The Parties agree at all times as fully as it may be within their power to further the interests of the industry.

ARTICLE 2 - BARGAINING AUTHORITY

2.01 CERTIFICATE OF BARGAINING AUTHORITY

The Company agrees to recognize the Union as the sole Bargaining Agent for:

- (a) employees and categories of employees referred to in the Certificate of Bargaining Authority held from time to time by the Union, should the Company plan to hire any Company drivers; and
- (b) owner-operators contracted by the Company in the work categories falling within the area of jurisdiction of this Agreement. These owner-operators constitute the current members of the Union.

2.02 BARGAINING AUTHORITY

All members of the Union shall receive a copy of this Agreement which is binding upon the bargaining authority and every member in the unit for which the Union has been certified, or where no certification exists, as recognized by this Agreement. The Company shall be responsible for the printing of these Collective Agreements and the Company will supply such agreements so that each and every Union member of the Company will receive a copy. The Company will provide a copy of the appropriate Appendix C to the owner-operator.

ARTICLE 3 - UNION SHOP

3.01 POSTING OF AGREEMENT

The Company will provide a bulletin board on its premises for the posting of this Agreement and for such notices as the Union or Company may from time to time wish to post. The said Union notices shall be posted and signed by an elected or appointed officer or other authorized representative of the Union.

3.02 CHECK-OFF

Each new owner-operator when contracted by the Company will be informed by the Company that he is to contact the Union office or shop steward for the purpose of becoming a Union member and signing the authorization card authorizing the Company to deduct from the owner-operator's invoice, union initiation fees, union dues and/or other assessorial charges as levied against him in accordance with the constitution and by-laws of the Union of which he is a member. The Company shall remit same to the Union not later than forty-five (45) days from the date that the deduction was made from the owner-operator's invoice.

3.03 UNION SHOP

Every owner-operator under contract with the Company covered under this Agreement shall be a member of the Union in good standing during the whole of the term of this Agreement as a condition of remaining contracted by the Company as an owner-operator.

3.04 UNION SECURITY

Every motor vehicle used by the Company, whether the Company's or an owner-operator vehicle under contract by the Company shall be operated by a member of the Union.

3.05 UNION BARGAINING COMMITTEE PAID

The Company agrees to pay the Union Bargaining Committee for lost time at the hourly rate as provided for in Appendix "A" or "A1" depending on whether attendees are Company Driver(s) or Owner Operator(s) less two (2) hours pay per day [based on an eight (8) hour day to a maximum of four thousand dollars (\$4000.00)]. This amount will be reimbursed to the Union upon payment to the Bargaining Committee and after receiving an invoice for such.

ARTICLE 4 - OWNER-OPERATORS

4.01 DEFINITION

An owner-operator is the owner, leasee, renter, contractor and/or the purchaser and, except as permitted herein, the exclusive operator of equipment supplied for the Company's services pursuant to this Article and Appendix "C".

The title to the equipment may be in the name of the Company for registration and licensing purposes only, and the Company has no financial interest other than as required by the Motor Carrier Act.

4.02 RETAINING SERVICES

The Company may engage the services of owner-operators provided the following conditions are complied with:

- (a) An owner-operator's agreement, as provided in Appendix "C" attached hereto and forming part of this Agreement, is entered into between the Company and the owner-operator prior to the owner-operator performing any services for the Company.
- (b) The owner-operator shall become and remain a member of the Union in accordance with Article 3 herein.
- (c) A seniority list shall be posted at the terminal showing the names and truck numbers of all owner-operators. A copy of such list shall be forwarded to the Union forthwith.
- (d) The owner-operator shall personally and exclusively operate the equipment supplied pursuant to this Agreement with the Company. However, the owner-operator may use a replacement driver in instances where the owner-operator is absent because of vacations, illness, accident or on leave of absence for reasons acceptable to the Company. On written demand from the Union, the Company must produce proof of ownership or equipment lease agreement by said owner-operator. In all instances, however, the owner-operator must have his replacement driver safety certified by the Company in accordance with Company policy and the law.

4.03 COMPANY NOT LESSOR

Under no circumstances shall the Company or a subsidiary or representative of the Company, either directly or indirectly, be a lessor, vendor or seller of equipment to an owner-operator, nor shall the Company directly or indirectly specify a lessor of equipment to an owner-operator as a condition of entering into an agreement with an owner-operator.

4.04 INDUSTRY STANDARDS

- (a) All Parties to the Agreement will exert every legal and ethical effort, individually and collectively, to promote the standards set forth in the foregoing and as contained in Appendix "C", in every instance where the services of owner-operators are utilized within the industry.
- (b) The owner-operator and the Company must conform to not less than the minimum standards and practices as established by this Agreement regarding monetary compensation as outlined under Appendix A-1, hours of work and general working conditions.

4.05 DISPATCH FOR ALL OWNER-OPERATORS. (BY DIVISION)

All jobs shall be assigned by division.

The Divisions are:

Landmark Cartage Tractor Trailer Division 1

Landmark Cartage Five (5) Ton Division 2

Landmark Logistics Division 3

The Company agrees that after deciding how many Operators are required each day as per Article 4.06(c), seniority in each division shall be used when dispatching all jobs, including overflow from other divisions when necessary. Owner-Operators shall have the right to use their seniority to select their dispatch routes on a daily basis. If an Owner-Operator refuses work he/she may be subject to progressive discipline.

After assigning all jobs by seniority within each division any jobs turned down by drivers within that division, those jobs may then be offered by seniority to employees of the other divisions.

The Company may withhold dispatching an Owner-Operator to a particular customer only if they can provide bona-fide proof via a letter of dissatisfaction from the customer outlining reasons why the Owner-Operator is not acceptable to them.

4.06 JOB POSTINGS FOR ALL OWNER-OPERATORS

All postings for regular routes whether new or for replacement of existing drivers who have left the employ of the Company shall be posted in the workplace for a period of seven (7) days and shall be copied to the union office. These positions shall be filled by seniority, from the list as per article (4.02c) by any interested member(s).

If the route start and end times as established when posted are changed by two (2)

or more hours from the original posting the route must be reposted.

4.07 CONTRACT TERMINATION FOR OWNER-OPERATORS

Subject to the terms of this Agreement that apply to owner-operators, and Appendix "C" The Owner-operator Agreement, all matters concerning the operations of the Company business shall be reserved for management. The Union recognizes that it is the function of the Company:

- (a) to maintain order and efficiency;
- (b) to terminate an Owner-operator Agreement for non-compliance;
- (c) to decide how many owner-operators are required on a particular day;
- (d) to establish Company policy from time to time which owner-operators are expected to follow;
- (e) all warning letters to owner-operators respecting possible contract termination due to non-compliance with the Owner-operator Agreement, this Agreement in so much as it applies to the owner-operator, Company policy, or the law are to be retained within the owner-operators file; and
- (f) the Company may withhold dispatching the owner-operator if the owner-operator is not in compliance with the law, until such time as the owner-operator makes himself compliant.

ARTICLE 5 - CHANGES TO THE COMPANY

5.01 CONFLICTING AGREEMENTS

The Company agrees not to enter into any agreement or contract with owner-operators of the Company, members of the Union, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.

5.02 TRANSFER OF COMPANY TITLE OR INTEREST

This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof shall continue to be subject to the terms and conditions of this Agreement of the life thereof. The Company shall notify the Union in writing, not later than the effective

date of the fact of any sale, transfer, lease, assignment, receivership, or bankruptcy proceeding, not including financial arrangements thereof.

5.03 NO MANDATORY SOURCE

Under no circumstances shall the Company, directly or indirectly specify a mandatory source of fuel, tires, maintenance or insurance to be used by an owner-operator as a condition of entering into a contract with an owner-operator.

5.04 NEW EQUIPMENT AND CLASSIFICATIONS

Prior to any new types of equipment for which rates of pay are not established by this Agreement are put into use, the Company shall advise the Union as far in advance as possible, and not less than thirty (30) days prior to the implementation, the matter shall become the subject of discussion between the Parties for rates governing such equipment. The Company and the Union shall finalize within thirty (30) days after such implementation a rate to be established and such rate to be retroactive to date of implementation.

ARTICLE 6 - SENIORITY

6.01 DOVETAILING

In the event that the Company purchases a business or any part thereof, the employees of which are covered by a Collective Agreement with a Federally or Provincially certified Union, the seniority of such employees shall be computed from the date that they respectively first become employees of the business aforesaid.

6.02 Seniority Retention

- (a) Any Owner-Operator who fails to work for one (1) year or more shall be removed from the seniority list and the Company shall be under no further obligation to such Owner-Operator except in the case of a company lay off, or is a direct result of a labour dispute involving another company or, when the laid off Owner-Operator has accrued five (5) years or more seniority in which case seniority will be carried for eighteen (18) months. Failure to return within fourteen (14) days of a recall shall result in total loss of all seniority.
- (b) Any Owner-Operator requesting a layoff or a leave of absence shall be allowed up to one hundred and twenty (120) calendar days subject to operational requirements. Failure to return upon expiry of the one hundred and twenty (120) calendar days shall result in total loss of all seniority. A leave under this provision shall not be unreasonably denied. Once granted, the leave shall not be rescinded by the Employer.

ARTICLE 7 - PAYMENT

7.01 OWNER-OPERATOR INVOICES AND PAYROLL

- (a) The Company agrees to provide a direct deposit program for the benefit of all existing owner-operators.
- (b) The Company will continue to pay all owner-operators in Canadian funds. However, the Company will adjust the exchange rate weekly to reflect the most current conditions.

ARTICLE 8 - WORK ASSIGNMENTS

8.01 JURISDICTIONAL RULES

The Company agrees to respect the jurisdictional rules of the Union and when assigning work shall not direct or require its employees or persons, other than the members in the bargaining unit here involved to perform work of the members in the said unit. This is not to interfere with bona fide contracts with bona fide unions.

8.02 ENCROACHMENT

In the event that members of a union, other than the Union which is signatory to this Agreement, attempt to encroach on the working practices and arrangements as laid down by the Company and that contravene the Union's jurisdiction pursuant to the certificate of bargaining authority, the Union agrees that it shall inform the employees affected of their obligation to carry out the terms and conditions of this Agreement.

ARTICLE 9 - PROTECTION OF RIGHTS

9.01 LEGAL PICKET LINE

It shall not be a violation of this Agreement or cause for discharge of any owner-operator in the performance of his duties to refuse to cross a legal picket line recognized by the Union.

The Union shall notify the Company as soon as possible of the existence of such recognized legal picket lines.

9.02 PERFORMANCE OF REGULAR DUTIES

It is agreed that in the event of a strike among the employees of any other firm with which the Company does business, the Company will not ask its members to perform any labour they do not ordinarily perform.

9.03 NO WORK STOPPAGE

It is mutually agreed that there shall be no strike, lockout or slowdown whether sympathetic or otherwise during the term that this Agreement shall be in force.

ARTICLE 10 - UNION PRESENCE

10.01 INSPECTION PRIVILEGES

Authorized agents of the Union will request and have access to the Company's establishments during working hours for the purpose of investigating conditions related to this Agreement and shall in no way interrupt the Company's working schedule.

10.02 APPOINTED OWNER-OPERATOR REPRESENTATIVE (AOR)

The Union shall elect, appoint or replace an Appointed Owner-operator Representative (AOR) from among its members in the bargaining unit to represent the collective or individual interest of owner-operators contracted to the Company and shall notify the Company in writing forthwith of such appointment or replacement. The Company will recognize AOR's and not discriminate against them for lawful Union activity. The Company will notify the Union forty-eight (48) hours prior to contract termination of an AOR.

- (a) Contract dispute resolutions shall be processed outside the normal working hours of the AOR and at the reasonable discretion of timing and location or availability of the AOR.
- (b) If the Company representative is unable to meet the AOR during the AOR's reasonably preferred time and location, then the Company may use its reasonable discretion to dictate the time and location. In this situation, should the Companies decision encroach on the AOR's normal working hours and thus affect the earnings of the AOR in a negative manner, then the AOR shall be paid his usual rate of pay for the time spent processing the contract dispute resolution with the Company on the Company property or at any other place which is dictated by the Company.

ARTICLE 11 - LABELS AND UNIFORMS

11.01 UNION LABEL

It shall not be a violation of this Agreement for an owner-operator to post the Canadian Auto Workers Union Label in a conspicuous place on the glass area of the equipment he is operating. The said label is to be a size not in excess of three (3") by four inches (4") and not to be attached to any area which will impair the vision of the driver.

11.02 UNIFORMS SUPPLIED

Where any owner-operator is required to wear any kind of uniform or coveralls as a condition of continued contract engagement, such uniform or coveralls shall be furnished and maintained by the Company at no cost to the owner-operator. No owner-operator shall be disciplined or discharged for refusing to wear a uniform or coveralls that are not clean or do not fit properly or that does not bear a Union Label.

ARTICLE 12 - PLANS, PREMIUMS AND DUES

12.01 HEALTH AND WELFARE

The Unifor Benefit Trust (UBT) covering members of the Union as set out in appendix "B" hereunto annexed and forming part of this Agreement shall continue. The Company agrees to cover all members of the Union in the Health and Welfare Plan and to abide by the terms and conditions of the Unifor Benefit Trust (UBT) as set out in appendix "B" hereunder annexed and forming part of this Agreement.

12.02 SUBMISSION OF DUES AND PREMIUMS

- (a) The Company agrees to make remittances to the Union for union dues, to the administrator of the health & welfare plan for premiums, and to the administrator of any other program to which the Company is required to make submissions under this Agreement in accordance with the appropriate article or appendix to this Agreement.
- (b) The Company agrees to hold in trust, until remitted, all amounts payable in respect of union dues, the health & welfare plan, and any other plan for which the Company is obliged to make submissions pursuant to this Agreement and shall be liable, as such, for failure to remit for any reason including, but not limited to liquidation, assignment or bankruptcy of the Company.

ARTICLE 13 - GENERAL HOLIDAYS

13.01 DAYS IDENTIFIED

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and in the event a general holiday is proclaimed by the Federal or Provincial Government, such holiday shall be observed as a general holiday.

ARTICLE 14 - STANDARDS

14.01 MAINTAINING THE HIGHEST STANDARDS

The Company agrees that all the conditions of this Agreement relating to rates of pay, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of signing of this Agreement.

Higher rated Union members shall be subject to all the terms and conditions of this Agreement.

ARTICLE 15 - CONTRACT DISPUTE

15.01 CONTRACT DISPUTE RESOLUTION

All discipline issued whether verbal or written must be copied to the AOR and the union office at time of issue.

Whenever any dispute arises between the Company and the Union or between the Company and one or more members, all other members shall continue to work and the dispute shall be adjusted in accordance with the following procedures.

Time limit to institute this Contract Dispute Resolution Procedure:

- (a) Contract termination or lay-off - ten (10) calendar days
- (b) All other contract disputes - thirty (30) calendar days

In any dispute over an owner-operator invoice payment made by the Company to the owner-operator or any matter thereon, the time limit shall be calculated from the date the member received the cheque or supporting invoice statement detailing the cheque.

Step 1: Any contract dispute requiring resolution shall first be taken up between the owner-operator and a Company Operations Manager. However, the owner-operator

is entitled to be represented by an Appointed Owner-operator Representative (AOR) or a Union representative.

Step 2: Failing settlement under Step 1, such contract dispute shall be taken up between a representative of the Union or an Appointed Owner-operator Representative (AOR) and the General Manager or his designate.

Step 3: Failing settlement under Step 2, such contract dispute and any dispute arising between the Union and the Company over the interpretation or application of the provisions of this Agreement, including any dispute as to whether a matter is subject to this Contract Dispute Resolution Procedure shall be referred to two (2) authorized representatives of the Union and two (2) authorized representatives of the Company. The representatives of the Union and the Company shall exchange statements in writing setting forth their respective positions relative to the contract matters in dispute not later than at their initial meeting.

Step 4: Failing settlement under Step 3, either Party may refer the matter to an agreed upon neutral arbitrator who will meet with the authorized representatives of the Union and the Company to hear both sides of the case.

15.02 MINISTER OF LABOUR

If the Parties fail to agree upon a neutral arbitrator within five (5) days (excluding Saturdays, Sundays and General Holidays) after one Party has served written notice on the other Party of its intention to refer the matter to a neutral arbitrator, the Minister of Labour will be requested to appoint a neutral arbitrator.

15.03 ARBITRATOR'S DECISION

The arbitrator shall be required to hand down his decision following completion of the hearing, and his/her decision will be final and binding on the two Parties to the dispute and shall be applied forthwith.

The decision of the arbitrator shall be specifically limited to the matter submitted to him, and he/she shall have no authority in any manner to amend, alter or change any provisions of this Agreement.

15.04 COSTS

The cost of the arbitrator will be borne equally by the Union and by the Company.

ARTICLE 16 - INVALID CLAUSES

16.01 SAVINGS CLAUSE

If any Article or Section of this Agreement or any of the riders hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be effected there by.

16.02 NEGOTIATIONS FOR REPLACEMENT OF ARTICLES HELD INVALID

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either Party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 15 above.

ARTICLE 17 - HUMAN RIGHTS, HARASSMENT AND RESPECTFUL WORKPLACE

17.01 HUMAN RIGHTS – DISCRIMINATION AND/OR HARASSMENT

The Employer and the Union agree that discrimination and/or harassment of any person because of color, national origin, religion, age, marital status, sexual orientation, same-sex partnership status, gender identity, disability, political affiliation, language ability, conviction for which a pardon (or equivalent) has been granted, or failure to act on a directive which is illegal or contrary to any provision of this Agreement is absolutely prohibited.

17.02 RIGHT TO AN ENVIRONMENT FREE FROM DISCRIMINATION AND/OR HARASSMENT

Every person may assert their right to be treated with dignity, respect and courtesy as a fundamental basis of a working relationship and to work in an environment free from any form of discrimination and/or harassment, whether personal and/or sexual in nature, and/or based on any prohibited grounds. Action contravening this policy will constitute grounds for discipline. The Union and the Employer agree to co-operate in expeditiously resolving all complaints of discrimination and/or harassment which arise in the workplace.

17.03 HARASSMENT DEFINED

(a) Sexual Harassment

Sexual harassment shall be defined as any repeated and/or unwelcome physical contact, compromising invitation with sexual overtones or sexual comment, look gesture or suggestion that creates an uncomfortable working environment for the recipient, made by a person who knows or ought to know it is unwelcome. It can also mean words or actions of a sexual nature which are intended only to be friendly. Sexual harassment may include a single sexual advance made by a person in authority over the recipient or implies a threat or denial of employment opportunity including a reprisal made after a sexual advance is rejected.

(b) Personal Harassment

Personal harassment is any behaviour that denies individuals their dignity and respect, is offensive, embarrassing and humiliating. More specifically, harassment of another employee in carrying out duties or in the provision of goods and services constitutes a disciplinary infraction, and will be dealt with accordingly. In any form, and at any level, whether it is colleague to colleague, supervisor to subordinate, subordinate to supervisor, or employee to client, harassment introduces a disruptive element into the work environment that endangers the wellbeing or the job performance of the individual. Personal harassment does not require a violation of the prohibited grounds as stated previously in 17.01.

(c) Not Discrimination or Harassment

Discrimination and/or harassment do not include actions occasioned through exercising in good faith the Employer's managerial and/or supervisory rights and responsibilities.

It is the policy of the Employer to maintain proper standards of social conduct in its office(s) and the workplace in general, or wherever company business is conducted. All staff should be made aware that the Canadian Human Rights Act, administered by the Canadian Human Rights Commission, prohibits harassment in a workplace not only on the ground of sex, but also on all prohibitive grounds of discrimination.

17.04 PROCEDURE

An individual employee or contractor who believes he or she is the subject of any type of harassment should be advised to proceed as follows:

(a) Request a stop to the unwanted behavior.

- (b) Inform the individual who is doing the unwanted behavior against you that the behavior is unwanted and unwelcome.
- (c) A complainant wishing to file a formal complaint of discrimination and/or harassment may either initiate a grievance as per the grievance procedure or file a written complaint with the Operations Manager or their designate and their Local Union Representative or President of the Local Union. Once received, the Parties shall provide the details of the complaint to the alleged harasser.

17.05 INVESTIGATION

The Parties agree that in the event of a formal complaint of discrimination and/or harassment a thorough joint investigation will take place in confidence. This will include but not be limited to:

- (a) Interview both the complainant and the alleged harasser as soon as possible;
- (b) Interview any witnesses;
- (c) Document the situation accurately and completely;
- (d) The joint investigative committee should render a decision/recommendation as soon as possible and advise the parties of the action, if any, to be taken;
- (e) Ensure that all information concerning the matter is kept confidential and not placed on the complainant's personnel file. The name of the complainant or the circumstances of the complaint is not to be disclosed except where disclosure is necessary for investigation or disciplinary measures.

17.06 NO REPRISAL FOR RAISING A COMPLAINT

No employee shall be subject to reprisal, threat of reprisal or discipline as a result of raising any complaint of discrimination and/or harassment (of any kind) in good faith.

17.07 FACT FINDER

Given the nature of the kinds of complaints described in this Article, there may be a dispute as to the facts. The parties recognize the importance of resolving any disputed facts as expeditiously as possible. Therefore, should a dispute as to the facts remain unresolved, then the parties agree to seek the assistance of an independent third party fact-finder who has experience in investigating matters of sexual harassment and other types of harassment as described in this Article. This third-party fact-finder will conduct an investigation, and will issue a written report

that will be made available to both parties. The expense of the fact-finder will be borne by the Employer and the Union.

17.08 DISCIPLINE

It is the Employer's policy that management has a continuing responsibility to prevent any harassment in the work place. Supervisors/managers who fail to take appropriate corrective action when made aware of harassment of an employee or contractor will themselves be subject to disciplinary action. Where it has been proven that a person employed by the Employer has engaged in any form of discrimination and/or harassment, the Employer agrees to discipline that person appropriately.

17.09 FRIVOLOUS, VINDICTIVE OR VEXATIOUS COMPLAINTS

Any employee who raises a complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action.

17.10 RIGHTS NOT NEGATED

Nothing in this Article shall be considered to negate the right of a person to seek compensation through civil action or other legal means for any damages arising from a bona fide complaint of discrimination and/or harassment, including but not limited to filing a Human Rights complaint.

ARTICLE 18 - REFERENCE

18.01 HEADINGS

The Marginal Section and Article heading shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

ARTICLE 19 - TERMS

19.01 TERM OF AGREEMENT

This Agreement shall be for the period from and including July 15, 2018 to and including July 14, 2021. Either Party to this Agreement may, within four months immediately preceding July 14, 2021, give to the other Party written notice to commence collective bargaining.

19.02 CONTRACT CONTINUATION

After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the Parties under Part 5 of the

Labour Relations Code including the right to strike or lockout the terms and conditions of contractual engagement as set out in this Agreement will be observed and not varied except by the Parties mutual consent during the period that the Union remains the bargaining agent for the members identified in this Agreement.

DATED AT VANCOUVER THIS 1 DAY OF MAY, 2019.

On behalf of the Company:
Landmark Cartage Services
Landmark Logistics



John Villeneuve
General Manager

On behalf of the Union:
Unifor Local 114



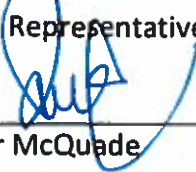
Manjit Virk
Bargaining Committee



Gurwinder (Bobby) Garcha
Bargaining Committee



Nate Shier
Local Representative



Peter McQuade
National Representative

APPENDIX "A" - EMPLOYEE COMPENSATION

COMPANY DRIVERS

Should the Company plan to acquire Company trucks or hire any Company drivers, all provisions of the previous agreement will be reinstated and form part of this agreement and such wages and rates of pay will be subject to negotiations. As a final resolution binding Arbitration will be implemented.

APPENDIX "A-1"

Any proposed changes to customer rates must be agreed to by the Union before implementation.

1 - HIGHWAY / LINEHAUL OWNER-OPERATORS

- (a) Rates as of July 1, 2018, mileage work will be paid at a guaranteed minimum rate of one dollar and sixty cents (\$1.60) as per the highway rates per mile as listed below, calculated monthly as per current practice, plus fuel surcharge.

July 1 st 2018	Minimum rate of \$1.60 per mile plus Highway fuel surcharge
July 1 st 2019	Minimum rate of \$1.65 per mile plus Highway fuel surcharge
July 1 st 2020	Minimum rate of \$1.70 per mile plus Highway fuel surcharge

- (b) All empty miles will be paid the corresponding mileage rate for 5 axle combinations.
- (c) Drivers shall provide one (1) hour free unloading time and one (1) hour free loading time.
- (d) Tarping - linehaul tractors only \$50.00
- (e) The company agrees to pay the yearly cost of a U.S. border crossing permit for the owner-operator. Should the owner-operator's contract with the company terminate, the unused portion of the permit will be reimbursed to the company based on 12 (twelve) months pro-rated basis.
- (f) The Company agrees to pay the cost of all single trip border crossing permits should a yearly permit not be required by the owner-operator.
- (g) Any bridge toll will be reimbursed to drivers at the same time as work performed, so long as it is noted on the billing.
- (h) Upon the introduction of mobility pricing or road tolls by any Local or Federal Government, the Company shall assume all costs for such and shall reimburse drivers at the same time as work performed, so long as it is reflected on the billing.

2 – CITY CARTAGE / LOCAL OWNER-OPERATORS

(a)

Local	Nov 1st	July 1st	July 1st	
	2018	2019	2020	
TT-Owner Operator-Common Rates	\$ 55.41	\$ 56.38	\$ 57.37	Plus FSC
Nippon Express				Plus FSC
Argus				Plus FSC
Canada Cartage				Plus FSC
Overland				Plus FSC
	Nov 1st	July 1st	July 1st	
	2018	2019	2020	
TT-Owner Operator - Specialty Rates				Plus FSC
TT-Cascades (Norampac)	\$ 50.24	\$ 51.12	\$ 52.02	Plus FSC
TT- Canadian Freightways/Fed Ex	\$ 49.75	\$ 50.62	\$ 51.50	Plus FSC
TT-Kruger	\$ 49.18	\$ 50.04	\$ 50.91	Plus FSC
TT-London Drugs	\$ 47.51	\$ 48.34	\$ 49.19	Plus FSC
TT-City Transfer	\$ 52.27	\$ 53.19	\$ 54.12	Plus FSC
Crown Packaging, WCX and Reimer	\$ 54.69	\$ 55.65	\$ 56.62	Plus FSC
Clarke Freightways/Fed Ex	\$ 52.19	\$ 53.10	\$ 54.03	Plus FSC
	Nov 1st	July 1st	July 1st	
	2018	2019	2020	
5-Ton Owner Operator-Rates				
City Transfer	\$ 43.33	\$ 44.09	\$ 44.86	Plus FSC
PCX	\$ 43.44	\$ 44.20	\$ 44.98	Plus FSC
Canada Cartage	\$ 42.81	\$ 43.56	\$ 44.32	Plus FSC
Hercules	\$ 43.33	\$ 44.09	\$ 44.86	Plus FSC
Reimer	\$ 41.55	\$ 42.28	\$ 43.02	Plus FSC
Roseneau	\$ 40.93	\$ 41.64	\$ 42.37	Plus FSC
Manitoulin	\$ 40.30	\$ 41.00	\$ 41.72	Plus FSC
Kindersly	\$ 39.67	\$ 40.36	\$ 41.07	Plus FSC
Argus	\$ 43.33	\$ 44.09	\$ 44.86	Plus FSC
Interpast	\$ 39.47	\$ 40.16	\$ 40.87	Plus FSC
Crown	\$ 41.80	\$ 42.53	\$ 43.27	Plus FSC
Boxmaster	\$ 41.80	\$ 42.53	\$ 43.27	Plus FSC
Sligan	\$ 41.57	\$ 42.30	\$ 43.04	Plus FSC
CPAC	\$ 42.83	\$ 43.58	\$ 44.35	Plus FSC
Overland West	\$ 42.83	\$ 43.58	\$ 44.35	Plus FSC
Consolidated Fast Freight	\$ 38.89	\$ 39.58	\$ 40.27	Plus FSC
WCX	\$ 38.89	\$ 39.58	\$ 40.27	Plus FSC
Cascades Norampac	\$ 41.90	\$ 42.63	\$ 43.38	Plus FSC
London Drugs	\$ 39.12	\$ 39.80	\$ 40.50	Plus FSC
Canadian Freightways (Norampac)	\$ 41.21	\$ 41.93	\$ 42.66	Plus FSC

Flat rates:

All flat rates must be negotiated with the Owner-Operator prior to delivery as per current practice and be confirmed via text before implementation.

Local:

All Mapei loads are 70/30% split in favour of the Owner Operator.

Mapei rate sheet shall be copied to the Union office once per year when new are rates set. Owner-Operators upon request shall also receive a copy.

Any new or existing flat rates other than Mapei loads must be negotiated with the Owner-Operator and be confirmed via text before implementation.

(b) Callout guarantee – tractors and five (5) ton - four (4) hours pay minimum

The Company shall pay owner operators a minimum call-out when no work is available when called out to work.

However: if the employer offers a replacement job for the Owner-Operator within one (1) hour of the cancellation to replace the previous call out, the owner operator must be paid the minimum of four (4) hours for that job regardless of job length of time.

If there is no replacement work available within two (2) hours of cancellation the employer has to pay the full four (4) hour call out.

If the Owner-Operator turns down the replacement job, the employer is not liable to pay the four (4) hour minimum.

(c) Empty trailer hauling (local tractor): empty trailer moved on the hourly rate, will be paid at the contract rate proposed and will be paid at the tandem rate where the tractor is a tandem tractor.

(d) The rate of pay for local hourly work on a general holiday will be twenty-five percent (25%) above the regular hourly rate. For greater clarity the statutory holidays are as per those days as identified in Article 13.01.

(e) The rate of pay for local hourly work on weekends shall be ten percent (10%) above the regular hourly rate. It is further agreed that weekends will be defined as midnight Friday to midnight Sunday.

(f) Hourly rate within one hundred and sixty (160) km of Vancouver, including Vancouver Island and Sechelt Peninsula.

- (g) For dispatch to drivers not assigned previous day. Dispatch to drivers no later than 10:00a.m. each morning. After 10.00am at driver's discretion.
- (h) Tarping in-town - 5 ton trucks only ten dollars (\$10.00) extra for use of tarps.
- (i) Power tailgate equipped vehicles shall receive three dollars (\$3.00) per hour extra if Company is able to collect.
- (j) Owner-operator one half (½) hour free travel time. When company is able to charge customer there is no free travel time.
- (k) Hiab crane – ten dollars (\$10.00) per hour over and above the hourly rate for classification.
- (l) The fuel surcharge will be calculated as follows:
 - (i) The hourly rate will increase by one percent (1%) for every five cent (\$0.05) increase in the cost of fuel above one dollar and five cents (\$1.05) for tractors and .8 percent for every five cent (\$0.05) increase in the cost of the fuel for five (5) tons. Rates will go down based on the same formula.
 - (ii) For further clarity, the rate will be determined quarterly starting October 1st, January 1st, April 1st and July 1st (depending on the customer), based on the average rate for the three (3) months preceding using the Kent Group Ltd. website for the Metro Vancouver rates.

Fuel surcharge rates as determined per clause (l)(ii) above shall be posted at the central dispatch office and emailed to each employee showing the rates for each three (3) month period.
- (m) Any bridge toll will be reimbursed to drivers at the same time as work performed, so long as it is noted on the billing.
- (n) Upon the introduction of mobility pricing or road tolls by any Local or Federal Government, the Company shall assume all costs for such and shall reimburse drivers at the same time as work performed, so long as it is reflected on the billing.

All increases in 2019 through 2020 are to be implemented as per the dates above but may be deferred by up to, and not more than, three (3) months only if there is a corresponding fuel increase that impacts customer retention. This applies to Landmark Cartage Services and Landmark Logistics.

APPENDIX "B" - HEALTH AND WELFARE

SECTION 1 - PARTICIPATION

It is agreed that the Company will participate in the Unifor Benefit Trust established December 1, 2006, administered by Bilsland Griffith Benefit Administrators.

The Company's participation in the Plan will continue throughout the life of this Agreement.

SECTION 2 - ELIGIBILITY CONDITIONS

- (a) For the purposes of this section a member of the Union contracted by the Company shall include an owner-operator as defined under Article 4 of this Agreement. An owner-operator shall be considered an eligible member for enrollment in the Plan on the first of the month after ninety (90) days from his start date with the Company.
- (b) Notwithstanding subparagraph "(a)" above, any member of the Union who is contracted by the Company after the date of this Agreement who has been covered under the Plan within the 30 day period immediately prior to the date on which he commences work with the Company shall join the Plan on the later of his date of contract engagement or the day following termination of his previous coverage.
- (c) If an owner-operator goes on an extended leave of absence in excess of sixty (60) days, the owner-operator will be responsible to ensure that premiums are prepaid to the Company, or the Company will have the right to terminate his Health & Welfare Plan.
- (d) If an owner-operator whose coverage has been terminated, returns to work a minimum of one full shift, coverage for the weekly indemnity and long term disability benefits will commence on the date of return to work, and all other benefits will be reinstated as of the first day of the month in which return to work occurs.

SECTION 3 - SUMMARY OF BENEFITS

Summary of Benefits

- Basic Life Insurance: Flat \$50,000.00; reduces to 50% @ age 65 and to 25% @ age 70
- Optional Life Insurance: Employees who qualify for the mandatory UBT benefits, and are between the ages of 18 and 64, can apply for this optional benefit (please contact the Administrator's office for application details). Benefits can be purchased in units of \$25,000.00 to a maximum of \$250,000.00. Benefits are terminated at age 65.
- Accidental Death & Dismemberment (AD&D): Flat \$60,000.00; reduces to 50% @ age 65 and to 25% @ age 70.
- Dental

- Extended Health Benefits (EHB)
- Weekly Indemnity (WI) @ 75% of pre-disability earnings to a maximum weekly benefit of \$435.00
- Long Term Disability (LTD): Flat monthly benefit of \$1,000.00
- Optional Critical Illness: Employees who qualify for the mandatory UBT. benefits, and are between the ages of 18 and 64, can apply for this optional benefit. A lump sum benefit is paid following a survival period of 30 days after the diagnosis of a covered critical illness (Heart Attack, Stroke, Coronary Artery Bypass Surgery, Life-Threatening Cancer, Loss of Speech, Severe Burns, Deafness, Coma, Kidney Failure, Major Organ Transplants, Parkinson's Disease, Alzheimer's Disease, Multiple Sclerosis, Paralysis, Blindness). Benefits for multiple sclerosis and paralysis will be paid after a survival period of 180 days. Coverage for life-threatening cancer will not begin until 90 days after the contract is issued. Benefits terminate at age 65 or, upon payment of an incurred critical illness.

Benefits are underwritten by the following:

Great-West Life:

- Basic Life and LTD, Policy # 335255; Optional Life and Optional Critical Illness, Policy # 335256

RBC Life Insurance Company:

- AD&D, Policy # GSR 13292

Unifor Benefit Trust (UBT):

- WI, Policy # 56523, self-insured; EHB and Dental, Policy #20081, self-insured

The amounts of coverage and details of each benefit are established by Unifor Benefit Trust (UBT), and are subject to amendment by them from time to time.

SECTION 4 - COST

Owner-operators shall pay one hundred percent (100%) of Health and Welfare premiums. The Company shall deduct from the owner-operator and submit one hundred percent (100%) of the contribution rate established by the Administrator aforesaid for any month in which any owner-operator is covered by the plan for one day or more.

SECTION 5 - PAYMENT

Submissions of premiums will be made on a calendar month basis for each eligible member and the Company shall remit the total premium to the Administrator aforesaid, not later than the (20th) day of the month for which coverage is required.

The submission of premiums by the Company shall be subject to the conditions and provisions of Article 12 of this Agreement.

SECTION 6 - TERMINATION OF COVERAGE

Coverage will terminate as described hereunder:

- (a) All coverage under the Plan will terminate at the end of the month in which a permanent or temporary interruption of contractual engagement commences.
- (b) A temporary interruption includes a leave of absence greater than sixty (60) days unless the owner-operator prepays his premiums to the Company.
- (c) If the owner-operator's contract is terminated, coverage for the weekly indemnity and long term disability benefits will terminate immediately upon termination of contract and all other coverage will terminate at the end of the month in which termination of contract occurs.
- (d) It shall be the responsibility of the Company to advise the Administrator of the Plan in a timely fashion of termination of a member's coverage. The Company will be held responsible for any premium costs incurred as a result of late notification of termination of a member's coverage.

SECTION 7 - FAILURE TO MAKE SUBMISSIONS

It is agreed that, if the Company fails to remit contributions deducted from the owner-operator and due under this Agreement on behalf of any eligible member, the Company shall be liable for the payment of said submissions with interest payable at a rate of 1% per month that the submission remains outstanding.

SECTION 8 - GENERAL

- (a) It shall be the responsibilities of the Administrator of the Plan to provide all necessary enrolment and administrative forms to the Company.
- (b) It shall be the responsibility of the Company to provide the owner-operator the necessary forms to enroll and make claim under the Plan.
- (c) It shall be the responsibility of the owner-operator to cause such forms to be completed.

APPENDIX "C-1"

LOCAL: OWNER-OPERATOR AGREEMENT

BETWEEN:

Company **LANDMARK CARTAGE SERVICE**
 #208-7938 128th Street
 Surrey, B.C. V3W 4E8
 (Hereinafter called "the Company")

AND:

Owner-operator _____

Address _____
(Hereinafter called "the Owner-operator")

1. The Company agrees to retain the services of the vehicle hereinafter described, together with the Owner-operator (as set out above):

Make	_____
Serial Number	_____
Type	GVW
Flat Deck	KG
Van	KG
Tractor	KG
Pick-Up	KG

2. The Company shall be held responsible for the action of the Owner-operator respecting compliance with the Motor Carrier Act and Regulations pursuant thereto only while such equipment is being operated as specifically directed or authorized by the Company. The Company shall not direct the Owner-operator to haul without proper permits.
3. The Company and the Owner-operator shall each maintain adequate insurance coverage appropriate to their areas of responsibility as required by statute and each shall file with the other proof of insurance coverage.
4. The Owner-operator shall display the name of the Company on the vehicle, plus whatever is required by the Motor Carrier Commission and/or Motor Vehicle Regulations.
5. The Owner-operator shall be responsible for any expenditure made by the Owner-operator in the name of the Company subject to the Owner-operator having received authorization from the Company prior to the making of such expenditures.

Such expenditures, on his own equipment shall be subject to deduction by the Company from the Owner-operator.

6. This Agreement shall have an initial term of one year and shall be deemed to automatically renew itself for consecutive one year terms unless cancelled by either the Company or the Owner-operator by giving thirty (30) days prior notice. This Agreement may also be cancelled at any time by either the Company or the Owner-operator by giving thirty (30) days prior notice or such longer period as mutually agreeable to the Company and the Owner-operator, excepting that this Agreement may be cancelled immediately by either the Company or the Owner-operator for reasons of default violation of Company policy or violation of the Agreement.

7. (a) Payment by EFT

Providing that the Owner-operator:

- is compliant in presenting all National Safety Code (NSC) requirements as per Company policy;
 - is compliant in presenting a completed weekly invoice manifest with supporting and correctly complete waybill backup on time per Company policy;
 - is not indebted to the Company in any way;
 - and has not entered into a mutual agreement in writing with the Company, to have his cheque held for pick-up;
- (i) Then the Company will age the Owner-operators invoice at least twenty-eight (28) days prior to bi-weekly payment via electronic funds transfer (EFT) to the Owner-operator's bank account not less than every second Friday after 5:00 P.M.
- (ii) It is the responsibility of the Owner-operator to update the Company on any changes to his bank account. The company will charge the Owner-operator \$30.00 for each direct deposit returned. The Company will charge the Owner-operator \$10.00 for each change of deposit account. All new Owner-operators contracted after the date of signing this Agreement, will be charged \$25.00 for initial set-up.
- (iii) The Company will pay all Owner-operator invoices in Canadian funds. However, where US Funds revenue is involved, the Company will adjust the exchange rate weekly to reflect the most current conditions.

(b) Rates of Pay

Where the Owner-operator is not paid an hourly rate he will be paid a minimum of:

- 70% of the revenue for hauling the load if pulling a Company trailer.
- 80% of the revenue for hauling the load if pulling a Company customer's trailer.
- 76% of the revenue for hauling the load if operating a 5-Ton truck.

These percentage splits shall be based on Company tariffs in effect. Such tariffs to be available to the Owner-operator on request.

Where hourly rates apply those will be as set out in the Agreement between Unifor and the Company from time to time.

(c) Replacement Driver Payment

Where an Owner-operator chooses to use a temporary replacement driver for himself, he must first have the replacement driver safety approved by the Company.

- The Company will pay the same rate as though the Owner-operator himself were driving the vehicle.
- All payments will continue to be made to the benefit of the Owner-operator unless otherwise mutually agreed to in writing.
- The Owner-operator will be responsible for payment of his temporary replacement driver, and his responsibilities will also include those generally attributed to an employer if his replacement driver is deemed to be an "employee" by any government agency or department.
- The Owner-operator will also be responsible for any liabilities that his replacement driver might bring about.

8. In addition to Item 7 provided herein, the Company shall assume complete financial responsibility for the following:

- (a) M.C.C. Operating Authority Plates.**
- (b) Cost of Company identifying decals.**
- (c) Cargo insurance and Company trailer insurance.**
- (d) Providing a quarterly "safety bonus" equal to or above the minimum or base WorkSafe BC - P.O.P. premium, as set by WorkSafe BC from time to time.**
- (e) Effective Nov 1st 2018, all present hires not already receiving a quarterly safety bonus under section (d) above shall receive a quarterly bonus towards their WorkSafe BC premiums in the amount of one hundred and forty six dollars and eleven cents (\$146.11). This shall also apply to all new hires.**

- (f) Payment of this shall be paid after proof that Owner-Operators have paid up WorkSafe BC premiums.
9. The Owner-operator shall assume complete financial responsibility for the following:
- (a) Union dues, initiation fees and assessments.
 - (b) Contributions normally assessed against an employee for C.P.P.
 - (c) Installation, rental and maintenance of a radio to a maximum amount of \$40.00 per unit per month, where the Company requires the Owner-operator to have a radio.
 - (d) Total cost of the operation of the vehicle.
 - (e) The insurance on the equipment.
 - (f) All licenses as required by Provincial or Municipal statutes, except M.C.C. Operating Authority Plates. However, any rebates on licenses and/or pro-rated plates shall be returned to the Owner-operator.
 - (g) Health and Welfare
 - (h) Worker's Compensation
10. Record Keeping
- (a) The written Company EFT payment verification to the Owner-operator will verify the Owner-operator's invoice information.
 - (b) Copies of all charges to the Owner-operator account will also be attached to the above.
 - (c) Copies of individual billings shall be available for scrutinizing upon request by the Owner-operator.
11. Within twenty-four (24) hours of contract termination the Owner-operator shall return to the Company the M.C.C. Operating Authority Plates and any other Company owned equipment, and shall remove all Company identification signs.
12. The Company has a right to require the Owner-operator to post a holdback bond of \$500.00 anytime within the first 45 days of being contracted by the Company. The Company may maintain such a holdback or performance bond for as long as it deems necessary provided that the Owner-operator is paid interest on such a holdback annually.
- The Company may also retain the full \$500.00 as liquidated damages for solicitation by the Owner-operator of the Company's customer accounts within 90 days of Contract termination.
13. The Owner-operator will not solicit the Company's customer accounts for his own benefit or for any other party's benefit except for the benefit of the Company while

under contract with the Company or for the first ninety (90) days after this Contract is terminated.

14. This Owner-operator Agreement replaces all prior versions signed by the parties.

Signed this day of , 20 , at B.C.

Witness

Owner-Operator

Witness

Company

Title

APPENDIX "C-2"

HIGHWAY / LINEHAUL: OWNER-OPERATOR AGREEMENT

BETWEEN:

Company Landmark Logistics
 #208-7938 128th Street
 Surrey, B.C. V3W 4E8
 (Hereinafter called "the Company")

AND:

Owner-Operator _____

Address _____
 (Hereinafter called "the Owner-operator")

1. The Company agrees to retain the services of the vehicle hereinafter described, together with the Owner-operator (as set out above):

Make	
Serial Number	
Type	GVW
Flat Deck	KG
Van	KG
Tractor	KG
Pick-Up	KG

2. The Company shall be held responsible for the action of the Owner-operator respecting compliance with the Motor Carrier Act and Regulations pursuant thereto only while such equipment is being operated as specifically directed or authorized by the Company. The Company shall not direct the Owner-operator to haul without proper permits
3. The Company and the Owner-operator shall each maintain adequate insurance coverage appropriate to their areas of responsibility as required by statute and each shall file with the other proof of insurance coverage.
4. The Owner-operator shall display the name of the Company on the vehicle, plus whatever is required by the Motor Carrier Commission and/or Motor Vehicle Regulations.
5. The Owner-operator shall be responsible for any expenditure made by the Owner-operator in the name of the Company subject to the Owner-operator having received authorization from the Company prior to the making of such expenditures.

Such expenditures, on his own equipment shall be subject to deduction by the Company from the Owner-operator.

6. This Agreement shall have an initial term of one year and shall be deemed to automatically renew itself for consecutive one year terms unless cancelled by either the Company or the Owner-operator by giving thirty (30) days prior notice. This Agreement may also be cancelled at any time by either the Company or the Owner-operator by giving thirty (30) days prior notice or such longer period as mutually agreeable to the Company and the Owner-operator, excepting that this Agreement may be cancelled immediately by either the Company or the Owner-operator for reasons of default violation of Company policy or violation of the Agreement.

7. (a) Payment by EFT

Providing that the Owner-operator:

- is compliant in handing in all NSC paperwork as per Company policy;
- is compliant in handing in a completed weekly invoice manifest with supporting and complete waybill backup on time per Company policy;
- is not indebted to the Company in any way;
- and has not entered into a mutual agreement in writing with the Company, to have his cheque held for pick-up;

(i) Then the Company will age the Owner-operators invoice at least twenty-eight (28) days prior to bi-weekly payment via electronic funds transfer (EFT) to the Owner-operator's bank account not less than every second Friday after 5:00 P.M.

(ii) It is the responsibility of the Owner-operator to update the Company on any changes to his bank account. The company will charge the Owner-operator \$30.00 for each direct deposit returned. The Company will charge the Owner-operator \$10.00 for each change of deposit account. All new Owner-operators contracted after the date of signing this Agreement, will be charged \$25.00 for initial set-up.

(iii) The Company will pay all Owner-operator invoices in Canadian funds. However, where US Funds revenue is involved, the Company will adjust the exchange rate weekly to reflect the most current conditions.

(b) Owner-operators will be paid for services rendered as per the percentage structures provided below but in all instances a minimum of a flat rate of \$1.34 per mile.

- 70% of the revenue for hauling the load if pulling a Company trailer.
- 80% of the revenue for hauling the load if pulling a Company customer's trailer.

Where hourly rates apply, those will be as set out in the Agreement between Unifor and the Company.

- (c) All fuel surcharges where applicable.
 - (d) Where an Owner-operator chooses to use a temporary replacement driver for himself, he must first have the replacement driver safety approved by the Company.
 - The Company will pay the same rate as though the Owner-operator himself were driving the vehicle.
 - All payments will continue to be made to the benefit of the Owner-operator unless otherwise mutually agreed to in writing.
 - The Owner-operator will be responsible for payment of his temporary replacement driver, and his responsibilities will also include those generally attributed to an employer if his replacement driver is deemed to be an "employee" by any government agency or department.
 - The Owner-operator will also be responsible for any liabilities that his replacement driver might bring about.
 - (e) Alternative methods of payment are acceptable providing they meet or exceed the schedule as set out in Section 7(b) above.
8. In addition to compensation provided for under Section 7 herein, the Company shall assume complete financial responsibility for the following:
- (a) The Company signs on the equipment.
 - (b) The bonding of the Owner-Operator.
 - (c) Cargo insurance and Company trailer insurance.
 - (d) Operating Authorities certificates.
 - (e) Providing a quarterly "safety bonus" equal to or above the minimum or base WorkSafe BC - P.O.P. premium, as set by WorkSafe BC from time to time.
 - (f) Effective Nov 1st 2018 all present hires not already receiving a quarterly safety bonus under section (g) above shall receive a quarterly bonus towards their Worksafe BC premiums in the amount of \$146.11 per quarter. This shall also apply to all new hires.
 - (g) Payment of this shall be paid after proof that Owner Operators have paid up Worksafe BC premiums.
9. The Owner-operator shall assume complete financial responsibility for the following:
- (a) Union dues, initiation fees and assessments.
 - (b) Contributions normally assessed against an employee for Employment Insurance and Canada Pension Plan.

- (c) All fuel, tires and maintenance for the equipment.
 - (d) The painting of the equipment.
 - (e) The insurance on the equipment.
 - (f) All licenses except as provided in Section 8 (e) herein.
 - (g) Health and Welfare Plan
 - (h) Workers Compensation
10. The Company has a right to require the Owner-operator to post a holdback bond of \$1000.00 anytime within the first sixty (60) days of being contracted by the Company. The Company may maintain such a holdback or performance bond for as long as it deems necessary provided that the Owner-operator is paid interest on such a holdback annually.
- The Company may also retain the full \$1000.00 as liquidated damages for solicitation by the Owner-operator of the Company's customer accounts within 90 days of Contract termination.
11. The Owner-operator will not solicit the Company's customer accounts for his own benefit or for any other party's benefit except for the benefit of the Company while under contract with the Company or for the first ninety (90) days after this Contract is terminated.
12. This Owner-operator Agreement replaces all prior versions signed by the parties.

Signed this day of , 20 , at B.C.

Witness

Owner-Operator

Witness

Company

Title

APPENDIX "D"

UNIFOR PAID EDUCATION LEAVE, SOCIAL JUSTICE FUND AND LOCAL 114 SAFETY FUND

The Employer shall make contributions of eight dollars and forty cents (\$8.40) per month for each Owner-Operator covered by this Collective Agreement.

Payment of said funds shall be made to Unifor Local 114 by the 15th of the month following that to which they refer.

This payment will be independent and separate from any other payment made to Unifor Local 114.

The Local Union will divide the contributions between the following funds:

- Paid Education Leave (\$3.15)
- Social Justice Fund (\$2.10)
- Local 114 Safety Fund (\$3.15)

LETTER OF UNDERSTANDING

Between

LANDMARK CARTAGE SERVICES
LANDMARK LOGISTICS
(hereinafter referred to as "the Company")

And

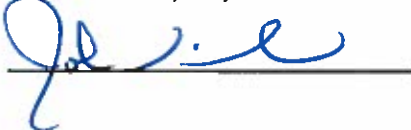
Unifor Local 114
(Hereinafter referred to as "the Union")

It is hereby proposed and agreed to between the Company and the Union that, notwithstanding what it says in the Collective Agreement between the Company and the Union, the weekend and holiday surcharge for all work performed to the order of London Drugs will be ten percent (10%), not ten percent (10%) for weekends and twenty-five percent (25%) for holidays.

This Letter of Understanding is subject to cancellation by either party upon thirty (30) days written notice to the other party.

Signed this 1 day of MAY 2019

For the Company:



For the Union:



LETTER OF AGREEMENT – CASCADES CONTAINER (FORMERLY NORAMPAC)

Between

LANDMARK CARTAGE SERVICES
LANDMARK LOGISTICS
(hereinafter referred to as "the Company")

And

Unifor Local 114
(Hereinafter referred to as "the Union")

The parties agree that if and when Cascades Container (formerly Norampac) changes their method of payment from hourly to another rate of pay schedule, there will be discussion and agreement between the Union and the Employer before implementation.

Signed this 1 day of MAY 2019.

For the Company:



For the Union:



LETTER OF AGREEMENT – INSTALLATION OF GPS TRACKING DEVICES & SERVICES

Between

LANDMARK CARTAGE SERVICES
LANDMARK LOGISTICS
(hereinafter referred to as "the Company")

And

Unifor Local 114
(Hereinafter referred to as "the Union")

On July 20, 2017, representatives for the Company and the Union met to discuss the installation of GPS tracking devices and monitoring services for Owner-Operators employed through the Company in accordance with Article 5.04 of the Collective Agreement.

Through those discussions, the Company and the Union have agreed to the following:

- The Company will pay for the installation of the GPS tracking devices;
- The Company will pay for the installation of the GPS tracking devices for a new equipment change up to one (1) time per year;
- Removal of the GPS tracking devices will be at the expense of the Owner-Operator;
- The Owner-Operator agrees not to tamper with the GPS tracking devices and will be responsible for any "wilful" damage to the units;
- Owner-Operator will pay \$10 per month after installation and will receive training on the "App" and effective use of the tracking services being provided;
- The rate of \$10 per month will be guaranteed for a period of five (5) years, starting on September 1, 2017.

The Union and the Company also agree to meet periodically to discuss any unforeseen issues that arise as a result of this Agreement.

Signed this 1 day of MAY 2018.

For the Company:



For the Union:



LETTER OF AGREEMENT – POSSE EXPRESS

Between

LANDMARK CARTAGE SERVICES
LANDMARK LOGISTICS
(hereinafter referred to as "the Company")

And

Unifor Local 114
(Hereinafter referred to as "the Union")

There shall be no crossover of work by any personnel working at Posse Express or any other entity into: any division of Landmark Cartage Services or Landmark Logistics unless subject to the following conditions:

All Owner-Operators from Landmark Cartage Services or Landmark Logistics shall first be offered all work from these divisions. If Owner-Operators cannot or do not want the offered work, it may then be offered to the Tractor-Trailer Owner-Operator of Posse Express.

The Employer agrees to pay union dues as required by Unifor Local 114. The union dues shall be subject to the same rate that all other dues paying members of Landmark Cartage Services or Landmark Logistics pay.

The Employer may use Owner-Operators from any division of Landmark Cartage Services or Landmark Logistics to carry out work normally provided by Posse Express upon mutual agreement of transport rates.

Signed this 1 day of May 2019.

For the Company:



For the Union:



UNIFOR BENEFIT TRUST (UBT)

for Unifor Local 114 Members at Landmark Transportation Inc.
(Effective December 1, 2006)

INFORMATION ONLY

This booklet is intended to explain the Plan in everyday language and, therefore, does not constitute the Policy Contract which has been issued to, and is in the possession of, the Trustees.

Should you have any questions concerning the benefits outlined in this brochure, please contact:

Bilsland Griffith Benefit Administrators
1000 - 4445 Lougheed Highway
Burnaby, BC V5C 0E4
1-844-552-4477
ubt@bgbenefitsadmin.com

TO OUR MEMBERS

Unifor Benefit Trust (UBT) is established to provide group welfare benefits for all eligible members and their dependents.

This booklet outlines all the important provisions of the benefits to which eligible members and their dependents are entitled, explains the eligibility requirements, and outlines the procedures to be followed when claims arise.

As Trustees, we have attempted to provide the maximum amount of protection which could be purchased consistent with maintenance of a sound financial basis. Please note that we reserve the right to amend the Plan at any time, with or without notice.

Should you require information on the operation of the Plan, please contact the Plan Administrator's office.

The Trustees

SUMMARY OF BENEFITS

- **Basic Life Insurance:** Flat \$50,000; reduces to 50% @ age 65 and to 25% @ age 70
- **Optional Life Insurance:** Employees who qualify for the mandatory UBT benefits, and are between the ages of 18 and 64, can apply for this optional benefit (please contact the Administrator's office for application details). Benefits can be purchased in units of \$25,000 to a maximum of \$250,000. Benefits are terminated at age 65.
- **Accidental Death & Dismemberment (AD&D):** Flat \$60,000; reduces to 50% @ age 65 and to 25% @ age 70
- **Dental**
- **Extended Health Benefits (EHB)**
- **Weekly Indemnity (WI) @ 75% of pre-disability earnings to a maximum weekly benefit of \$435**
- **Long Term Disability (LTD):** Flat monthly benefit of \$1,000
- **Optional Critical Illness:** Employees who qualify for the mandatory UBT benefits, and are between the ages of 18 and 64, can apply for this optional benefit. A lump sum benefit is paid following a survival period of 30 days after the diagnosis of a covered critical illness (Heart Attack, Stroke, Coronary Artery Bypass Surgery, Life-Threatening Cancer, Loss of Speech, Severe Burns, Deafness, Coma, Kidney Failure, Major Organ Transplants, Parkinson's disease, Alzheimer's disease, Multiple Sclerosis, Paralysis, Blindness). Benefits for multiple sclerosis and paralysis will be paid after a survival period of 180 days. Coverage for life-threatening cancer will not begin until 90 days after the contract is issued. Benefits can be purchased in multiples of \$10,000 to a maximum of \$250,000. This benefit is entirely optional so, if you wish to apply, please contact the Administrator's office for further details. Benefits terminate at age 65 or, upon payment of an incurred critical illness.

Benefits are underwritten by the following:

Great-West Life:

- **Basic Life and LTD, Policy #335255; Optional Life and Optional Critical Illness, Policy #335256**

RBC Life Insurance Company:

- **AD&D, Policy #GSR 13292**

UBT:

- **WI, Policy #56523, self-insured; EHB and Dental, Policy #20081, self-insured**

ELIGIBILITY PROVISIONS

Eligible employees:

1. **Union members:** you must be a member of the Union in good standing and a regular employee, or dependent contractor of the Company. Participation in the Plan is compulsory.
2. **Non-Union members:** the salaried non-Union employees of the Company who have signed a participation agreement are eligible, provided that at least 90% of all non-Union employees participate. Any employee who does not join the Plan when first eligible will be required to produce satisfactory evidence of insurability at their own expense to join at a later date. All other provisions of the Plan will apply equally to Union and non-Union members.

Eligible Dependents:

1. Your spouse or common-law spouse;
2. Your or your spouse's unmarried child under the age of 19 provided the child relies principally upon you for support and resides with you;
3. Your or your spouse's unmarried child under the age of 25 provided the child is in full-time attendance at a recognized school, college, or university, relies principally upon you for support and resides with you;
4. Your or your spouse's unmarried child of any age who is mentally or physically handicapped to the extent that such child is incapable of self-support provided the child relies principally upon you for support and resides with you may be covered for EHB and Dental benefits only.

In the event that you are legally separated or divorced and the courts order you to provide coverage for your dependents, dependents shall include:

- Any child who resides with your former spouse and meets all other conditions of being a dependent, and
- A former spouse, provided you have not appointed another spouse.

Effective Date:

Coverage for you and your eligible dependents will become effective on the first day of the month coincident with or following the date on which you become an eligible employee as determined in the Collective Agreement between the Union and your Employer provided you are actively at work on that date. If you are not actively at work on that date, coverage will commence on the first day that you return to active work.

TERMINATION OF COVERAGE

A) Dental, EHB, Group Life and AD&D

Coverage for you and your eligible dependents will terminate on the last day of the month in which you cease to be actively contracted with the Company, except:

- If disabled, coverage will continue for a maximum 12 month period provided contributions are paid by the company;
- If a grievance is invoked upon termination of employment, coverage will continue during the period to a maximum of 12 months provided contributions are paid by your Employer;
- if your death occurs while you are covered, Dental and EHB coverage will continue for your dependents for 3 months following the last day of the month in which your death occurs.

EHB Coverage for LTD Claimants: If you became disabled under this Plan and receive LTD benefits under this Plan, you will continue to receive EHB coverage for the duration of your LTD claim at no cost to you. Continuation of this benefit is subject to approval by the Trustees. If death occurs while receiving LTD benefits, EHB coverage will continue for your dependents for 3 months following the last day of the month in which your death occurs.

B) WI and LTD Benefits

Coverage for the WI and LTD benefits and the disability waiver provisions of the group Life and AD&D benefits will terminate immediately if your employment terminates, you are laid off or you incur any other temporary cessation of active employment with a participating employer, except:

- If layoff or any other temporary interruption of employment occurs and you become disabled within 31 days of the date last worked you may be eligible for WI or LTD benefits commencing with the date you would have returned to work. If you are receiving EI benefits, WI or LTD benefits will not be payable until EI benefits cease.
- If you become disabled during a strike or lock-out within 6 months of the date last worked, you may be eligible for WI or LTD benefits commencing with the date you would have returned to work. If you are receiving EI benefits, WI or LTD benefits will not be payable until EI benefits cease.

Continuing Benefits (Self Pay Provision)

If your coverage under the Plan terminates you may personally apply to continue coverage for a maximum of 12 months for EHB, Group Life and AD&D. If your Employer has been providing basic medical (MSP) coverage through the Plan, you may continue

this coverage as well. Application must be received within 30 days of coverage terminating and subsequent payments must be received by the 15th of each month.

Continuing Benefits are not available if:

- You have attained age 65 or;
- You are totally disabled and receiving LTD benefits under this Plan. (The Plan provides Group Life, AD&D and EHB at no cost to the member while receiving LTD Benefits.)

To qualify for this coverage you must remain a member of the Union in good standing.

This coverage does not include WI, LTD or Dental Benefits.

Reinstatement of Coverage

If you are laid off and return to work with the same Employer as a regular employee for one full shift (unless other conditions are specified in the Collective Agreement) coverage for EHB and Dental Benefits for you and your eligible dependents will be reinstated retroactively to the first day of the calendar month in which you return to work. Your WI, LTD, Group Life and AD&D coverage will be reinstated as of the day you return to work.

Application Forms

Your Employer has a supply of application forms for you to complete for participation in the Plan. The form(s) should be completed and returned to your Employer who will submit them to the Administrator.

EXTENDED HEALTH BENEFITS (EHB)

This benefit is designed to assist you in paying for certain services and supplies not covered under the government's basic medical coverage, the Medical Services Plan of BC and the Hospital Programs of BC. The Plan covers reasonable and customary charges for eligible expenses for you and your eligible dependents when required for the treatment of accident, illness or disease. You should be aware that the prices charged by suppliers of services or equipment may vary considerably. We suggest that, whenever practical, you should compare prices.

Deductible

The Plan does not require fulfillment of a deductible before you are reimbursed for expenses. For prescription drugs, however, you will be responsible for payment of the dispensing fee (fee charged by the Pharmacists for filling your prescription). Dispensing fees vary between Pharmacies.

Maximum Benefit

The maximum benefit payable for prescription drugs in any calendar year is \$2,000 per family. The overall lifetime EHB maximum is \$100,000 per any one (1) accident/illness/injury.

Co-ordination of Benefits

In the event that an eligible person is also entitled to benefits under any other group insurance program or insurance policy, benefits will be co-ordinated with the other Plan or insurer to ensure that the total benefit paid from all sources does not exceed 100% of the reasonable charges for the services and supplies provided.

If you spouse is covered under another plan, we follow the guidelines of the Canadian Life and Health Insurance Association. These guidelines are used by most, if not all, insurers in Canada.

We are the primary insurer for your expenses. Your spouse's insurer is the primary carrier for your spouse's expenses. Dependent children become the primary responsibility of the Plan who insures the parent who has the earliest birthdate in the year (month and day).

PharmaCare

The Provincial Fair PharmaCare program covers 70% of medications included under their "formulary", once your claims for eligible expenses reach their annual deductible (based on family income). The current coverage covers only prescription medications that are covered benefits under the Provincial PharmaCare formulary up to the lesser of your PharmaCare deductible or the maximum annual Plan benefit of \$2,000 per family. Once you have reached the PharmaCare deductible, the Plan will accept as an eligible expense the 30% portion not paid by PharmaCare provided you have not reached your \$2,000 annual family benefit limit.

Important -- The Fair PharmaCare program is based on income and it is necessary for you to make application to them for coverage. Proof of registration will be issued by Fair PharmaCare. It will be necessary for you to provide proof of registration to the Plan before any prescriptions will be eligible for reimbursement.

Eligible Expenses – In Province (reimbursed @ 80%)

1. Prescription Drugs approved by PharmaCare, prescribed by a Physician and purchased from a Pharmacy will be covered. Unless your doctor specifically requires that no substitutions be used the Plan will pay for the generic equivalent of name brand drugs. The Plan has a 90 day supply limit on all prescription drugs.

If you are unsure whether PharmaCare covers a drug, or what options are available if PharmaCare does not cover a drug, please ask your doctor and/or Pharmacist. Some

medications may be available as a benefit under "special authority" granted by PharmaCare.

2. Chiropractor – customary fees not exceeding \$30 per visit of a licensed chiropractor to a maximum benefit of \$350 per person, \$750 per family per calendar year (x-rays excluded).
3. Naturopath – customary fees not exceeding \$30 per visit of a licensed naturopath to a maximum benefit of \$350 per person, \$750 per family per calendar year (testing fees, x-rays and medication excluded).
4. Physiotherapist - customary fees not exceeding \$30 per visit of a licensed physiotherapist to a maximum benefit of \$350 per person, \$750 per family per calendar year.
5. Massage Therapist – customary fees not exceeding \$30 per visit of a licensed massage therapist to a maximum benefit of \$350 per person, \$750 per family per calendar year.
6. Podiatrist – customary fees not exceeding \$30 per visit of a licensed podiatrist to a maximum benefit of \$350 per person, \$750 per family per calendar year (x-rays and appliances excluded).
7. Speech Therapist – customary fees not exceeding \$30 per visit of a licensed speech therapist to a maximum benefit of \$350 per person, \$750 per family per calendar year.
8. Acupuncturist – maximum benefit of \$150 per person per calendar year
9. Registered Nurse – when referred – customary fees to a maximum of \$10,000 per calendar year. Must not be a relative or residing with you.
10. Crutches, Artificial Limbs and Eyes, Oxygen, Blood or Blood Plasma – when prescribed by a Physician.
11. Custom made Casts, Splints, Trusses, Braces, when prescribed by a Physician up to a maximum of once in any 24 consecutive month period.
12. Cryocuffs when prescribed by a Physician immediately following surgery to a maximum benefit of \$250 per calendar year.
13. CPAP machine when prescribed by a Physician for the treatment of sleep apnea to a maximum benefit of \$1,600 in any consecutive 36 month period. CPAP masks, equipment, hoses and fittings once every 12 months (filters excluded).
14. Custom made Orthopaedic Shoes – when prescribed by a Physician – maximum benefit of \$150 per pair per person – limit 2 pair per year.

15. Custom made Foot Orthotics – when prescribed by a Physician, Chiropractor or Podiatrist – maximum benefit of \$200 per person in any 24 consecutive month period.
16. Wigs and Hairpieces – when required as a result of medical treatment or accident – maximum benefit of \$500 per person per lifetime.
17. Mastectomy Prostheses – maximum 1 (per side) in any 24 consecutive month period.
18. Brassieres – following purchase of initial prostheses to a maximum benefit of \$150 per calendar year.
19. Rental or purchase of Wheelchair, Hospital Type Bed, Oximeter, etc. – when prescribed (reimbursement will not exceed total purchase price). Limited to once every 36 consecutive months.
20. Hearing Aids to a maximum benefit of \$500 for each ear during any 36 consecutive month period.
21. Prescription Eyeglasses and prescription Contact Lenses to a maximum benefit of \$200 per person in any 24 consecutive month period.
22. Eye examination by a licensed optometrist to a maximum benefit of \$50 in any 24 consecutive months.
23. TNS Equipment – when prescribed by a Physician to a maximum benefit of \$400 per person per lifetime.
24. Glucometers – when prescribed by a Physician to a maximum benefit of \$200 per person in any 36 consecutive month period.
25. Insulin Pumps when prescribed by an endocrinologist to a maximum benefit of \$1,600 in any 60 consecutive month period.
26. Blood Pressure Monitors – when prescribed by a Physician to a maximum benefit of \$100 per person in any 36 consecutive month period.
27. Ambulance services and other emergency transportation – maximum benefit of \$1,000 per flight unless pre-authorized for air ambulance – in acute emergency return air fare for one authorized person to attend patient may be payable, provided prior authorization is obtained from the Plan Administrator. Ambulance service fee when patient not transported is limited to once every 12 months. Ambulance services provided under Section 22(3) of the Workers' Compensation Act are not covered.
28. Dental services included as covered procedures under the Dental Benefit portion of the Plan, required as the result of an accident and performed by a dentist for the

restoration, repair or replacement of natural teeth. To be eligible, treatment must occur within one year of the date of injury and must not be the result of a motor vehicle accident in the Province of BC.

29. Hospital charges for outpatient, emergency ward and short stay facilities.

30. Hospital room differential for private and semi-private accommodation.

Treatment for Substance Abuse

The Plan will pay 100% of the treatment fees in a residential treatment centre, licensed by the Province of BC or the Yukon Territories at the normal cost for such treatment as recognized by those governments to a maximum benefit of \$1,500. This benefit is available once per lifetime. Payment will be made directly to the residential treatment facility. This benefit is available to members only – not for dependents.

Eligible Expenses – Out of Province (reimbursed @ 100%)

Eligible expenses shall include reasonable and customary charges for the following expenses as the result of an emergency outside the Province while traveling or on vacation, to the extent that such expenses are not payable or provided under or pursuant to MSP of BC, the Hospital Programs of BC, PharmaCare, any other medical plan or plan of insurance, any Hospital Program or Workers' Compensation Act or by any public or tax supported authority or agency:

1. Charges of a hospital for services, medical supplies, co-insurance and short term stay facilities, ward accommodation and any additional charge for a private or semi-private room actually occupied if ward accommodation is not available or if required by a Physician, but not charges for the rental of telephones, televisions, radio or similar equipment.
2. Fees of Physician and charges for laboratory and x-ray services when ordered by a Physician.
3. Charges for drugs available only by prescription when prescribed by a Physician but only in sufficient quantity to alleviate an acute medical condition.
4. Charges for local ambulance service to provided transportation to the nearest hospital equipped to provide the required treatment.
5. Charges for transportation, including air transportation on a regular scheduled commercial flight from the hospital providing treatment to a hospital equipped to provide adequate treatment in a patient's city of residence, subject to written approval by the attending Physician and, if the total cost of transportation will exceed \$1,000, the prior approval of the Trustees.

Exclusions and Limitations

Expenses incurred for the following shall not be considered eligible expenses:

1. Expenses for benefits, care services or supplies payable by or under MSP of BC, the Hospital Program of BC, PharmaCare, any Hospital Program, a Workers' Compensation Act, or any Government Authority.
2. Expenses eligible for reimbursement under any other group or individual plan.
3. Expenses for dental services required as the result of automobile accidents in BC.
4. Any portion of the fee of a Physician not allowable under the Basic Medical Plan except as provided under Eligible Expenses – Out of Province as outlined in this booklet.
5. Any portion of a fee or charge in excess of reasonable charges for the services performed.
6. Expenses incurred outside the Province of residence except as provided under Eligible Expenses – Out of Province as outlined in this booklet.
7. Expenses for services and supplies for cosmetic purposes or for the purpose other than the treatment of sickness or injury.
8. Expenses incurred in the treatment of any sickness or injury for which a person was hospitalized on the effective date of coverage.
9. Expenses incurred outside a person's province of residence due to therapeutic abortion or childbirth or for complications of pregnancy occurring within 2 months of the expected date of confinement.
10. Charges for the contraceptive devices or sterilization procedures that are not covered under MSP of BC.
11. Charges of a Physician, Chiropractor, Naturopath, Physiotherapist, Massage Practitioner or Acupuncturist which are:
 - For a medical examination required for the use of a third party.
 - For the completion of forms or reports for any purpose.
 - In excess of the schedule of fees allowed under the government medical plan in your province of residence, whether or not a participant in the Basic Medical Plan
12. Charges for any brace, truss or other device prescribed primarily for protection against injury while participating in sports activities.

13. Charges for any services, supplies, drugs or other products determined by the Trustees not to be an eligible expense.
14. Expenses for repairs, maintenance, batteries, re-charging devices or other such accessories for hearing aids, wheelchairs, scooters or other durable equipment.
15. Expenses caused, contributed to or necessitated as the result of:
 - War or any act of war or participation in a riot or civil insurrection.
 - Sickness or injury which was intentionally self-inflicted, whether sustained or suffered while sane or insane.
 - The commission by any eligible person of any unlawful act including an offence under the Criminal Code of Canada.
16. Services and supplies the person is entitled to without charge by law or for which a charge is made only because the person has insurance coverage.
17. Services or supplies not listed as covered expenses.

DENTAL PLAN

This benefit is divided into 3 separate services:

Basic

100% reimbursement of accepted fees for all eligible persons.

Major

80% reimbursement of accepted fees for member, spouse, and eligible dependent children over age 18, and 100% for dependent children under age 19.

Orthodontic

50% reimbursement of accepted fees for all eligible persons.

Maximum Benefit

1. The maximum benefit payable for any eligible person for basic services performed in any calendar year is \$1,000.
2. The maximum benefit payable for any eligible person for major services performed in any calendar year is \$1,000.

3. The maximum lifetime benefit payable for orthodontic services for any eligible person is \$1,750.

Pre-authorization

If the treatment the dentist proposes exceeds \$500, involves the use of gold, crowns or bridgework, dentures or involves treatment to be provided by a specialist, a treatment plan should be submitted to the Plan Administrator for prior review. A Pre-authorization form will be sent to both you and your dentist confirming the amount that can be paid for by your Plan.

Benefits

Benefits are based on fee schedule amounts accepted by the Trustees.

The Plan covers most, but not all, of the procedures that are dentally necessary and are included in the British Columbia Dental Association Fee Guide for General Practitioners. It is important to note this limitation as your dentist's charges (particularly if you are seeing a specialist) may be higher than those allowed by the Plan.

Fees greater than the benefit payable by the Plan or for ineligible services will be your responsibility.

Benefits Payable

All eligible services will be payable based on fee schedules accepted by the Trustees for services performed by a Dentist or Denturist.

Coordination of Benefits

In the event that an eligible person is also entitled to benefits under any other insurance program or insurance policy, benefits will be coordinated with the other plan or insurer to ensure that the total benefit paid from all sources does not exceed 100% of the fee accepted by the Plan.

If your spouse is covered under another plan, we follow the guidelines of the Canadian Life and Health Insurance Association. These guidelines are used by most, if not all, insurers in Canada.

We are the primary insurer for your expenses. Your spouse's insurer is the primary carrier for your spouse's expenses. Dependent children become the primary responsibility of the plan which insures the parent who has the earliest birthdate in the year (month and day).

Eligible Services and Limitations

Basic Services

1. **Diagnostic Services:** covered procedures necessary in the evaluation of a patient's level of oral health and the dental care required.
 - New patient and Recall examinations shall be limited to a combined total of 2 per calendar year
 - Specific examinations are limited to a combined total of 2 per calendar year
 - Complete examinations are limited to once every 3 years and not within 6 months of a standard examination.
 - Accepted fees for x-rays shall be limited to an aggregate amount in any calendar year equivalent to the accepted fee for a full mouth series of x-rays.
 - Panoramic x-rays are limited to once in any 36 month period.
2. **Preventive Services:** covered procedures necessary for the prevention of disease of the mouth and gums, and for the prevention of caries.
 - Polishing (prophylaxis) and fluoride treatment is limited to twice per calendar year.
 - Space maintainers are limited to once every 24 months. Covered only if the purpose of the appliance does not involve tooth movement.
 - Pit & fissure sealants, and restorative resins are limited to once per tooth in any 24 month period.
 - For scaling and root planing limits, see Periodontic Services
3. **Restorative Services:** covered procedures necessary to restore natural teeth which have broken down as the result of decay or fracture to normal health & function, including amalgam, silicate, plastic and synthetic porcelain restorations and stainless steel crowns, but not including any restorations involving the use of crowns other than stainless steel or preformed plastic crowns.
 - Composite (tooth-coloured) restorations are covered only on permanent anterior or bicuspid teeth. Restoration of molar teeth will be covered at the fee for amalgam restorations.
 - Accepted fees for the restoration of a primary tooth or of any molar tooth shall be limited to an aggregate amount in any 12 month period equivalent to the accepted fee for a 5 surface amalgam restoration.
 - Accepted fees for the tooth colored restoration of any tooth shall be limited to an aggregate amount in any 12 month period equivalent to the appropriate accepted fee for a 5 surface, non-etched tooth coloured restoration.
 - The restoration of any tooth surface is limited to once in any 12 month period, except that veneer applications are limited to once every 36 months.
 - Stainless steel crowns and preformed plastic crowns are not covered if being used temporarily prior to placement of a more expensive crown.

- Onlays (inlays) on anterior teeth are covered only where the incisal edge of the tooth is involved. Onlays on posterior teeth only where the mesial, distal and occlusal surfaces are involved plus one or more cusps.
 - An onlay only where a prior restoration has not been performed to the same tooth within the previous 60 months.
 - An onlay is covered only where satisfactory evidence is submitted to indicate that, because of decay or fracture, the tooth could not be restored with conventional filling material as a Basic Service
 - The accepted fee for any onlay will be reduced by any benefit paid for a Basic Restoration to that tooth within the previous 12 month period.
4. Endodontic Services: covered procedures necessary for the treatment of the pulp chamber and canal.
5. Periodontic Services: covered procedures necessary for the treatment of the soft tissue and bone surrounding the teeth excluding soft tissue grafts and bone grafts.
- Occlusal adjustment is limited to 8 units per calendar year.
 - Root planing, scaling, and gingival curettage combined is limited to 16 units per calendar year.
 - Osseus surgery is limited to once per sextant in any 60 month period.
 - Bruxing guards are limited to once in any 24 month period.
6. Prosthetics: covered procedures required for the repair or reline of fixed or removable appliances, including the replacement of but not the addition of clasps or teeth to a partial denture.
- Relines or rebases are limited to once in any 24 month period.
 - Tissue conditions and resilient liners twice in any 60 month period.
 - Complete upper and lower dentures only once in any 60 month period and not within 24 months of a partial denture in the same arch.
7. Oral Surgery: covered procedures involving the extraction of teeth and surgery involving the mouth and gums.
- In cases of multiple extractions in 1 quadrant or surgical site, the most expensive procedure shall be considered the first extraction and other procedures to be subsequent extractions.
 - Fees for general anaesthetic or intravenous sedation are not eligible expenses.

Major Services

1. Restorative Services: covered procedures necessary for the fabrication of or repair to crowns, fixed bridges, or veneers.

- A crown or other major restoration only where a prior major restoration has not been performed to the same tooth within the previous 60 months.
 - A crown is covered only where satisfactory evidence is submitted to indicate that, because of decay or fracture, the tooth could not be restored with conventional filling material as a Basic Service
 - Crowns, onlays or veneers required for the purpose of aesthetics, restoring occlusion, restoring vertical dimension or for the treatment of temporomandibular joint dysfunction are not covered.
 - Porcelain facings on crowns or bridges for permanent second molars are not covered. Accepted fees will be limited to the fee for a full gold unit.
 - The accepted fee for any crown will be reduced by any benefit paid for a Basic Restoration to that tooth within the previous 12 month period.
 - Precision attachments are covered only in connection with fixed bridgework, and then only upon submission of satisfactory evidence that abutment teeth have drifted sufficiently to make routine bridgework impossible.
 - Maryland bridges are covered only in cases involving 1 pontic.
2. Prosthetic Services: covered procedures required for the fabrication of partial dentures.
- Partial dentures only once in any 60 month period.

Orthodontic

Covered procedures required for the correction of malocclusion, including examination, diagnosis, appliances and treatment fees. Services are covered only if they are performed while the member or dependent is covered under the Plan.

- Examination, diagnosis and appliance fees in aggregate are limited to 35% of the entire treatment cost.
- Monthly treatment fees are payable as services are provided. Accepted fees for monthly adjustments will be limited to the total of the fees proposed for this portion of treatment divided by the number of months estimated as the active treatment period.
- Under no circumstances will the Plan cover fees for services paid in advance of the actual treatment dates.
- The Plan does not cover fees for the repair or replacement of lost, stolen or broken appliances.
- In all cases involving orthodontia, an "Orthodontic Treatment Plan" must be completed by the dentist and submitted to the Plan for approval before appliances are inserted.

Extension of Coverage

The following services will be considered an eligible expense, if completed within 30 days following the date on which coverage of the eligible person is terminated, provided that the service would have been an eligible expense had coverage remained in effect:

- Completion of root canal treatment if the pulp chamber was opened while the person was covered.
- Crowns, bridges or gold restorations if the tooth or teeth are prepared for crowns while the person was covered.
- Full or partial dentures if the final impression was taken while the person was covered.

Exclusions

Expenses incurred for the following shall not be considered eligible expenses:

- Services not performed by a Dentist or Denturist, except x-rays ordered by a Dentist and/or services of a licensed dental hygienist under the Dentist's supervision.
- Services that are not, in the opinion of the Trustees, necessary or customarily provided to maintain or restore oral health.
- Any service not specifically included as a covered procedure in the fee schedule adopted by the Trustees.
- Services for which any benefits are or could be payable under MSP of BC, the Hospital Program of BC, PharmaCare, a Workers' Compensation Act or any Government Authority.
- Services required as the result of a motor vehicle accident in the province of BC
- Services commencing prior to the effective date of coverage.
- Replacement or modification of crowns, bridges, gold restorations or dentures which are less than 5 years old.
- Replacement of lost or stolen appliances.
- Crowns or onlays if required solely for the purpose of restoring occlusion or vertical dimension.
- Porcelain facings on crowns or pontics on second or third molars.
- Charges for incomplete, unsuccessful or temporary procedures, unkept appointments and completion of forms.
- Services provided that are primarily cosmetic in nature.
- Services required for the correction of congenital malformations or temporomandibular joint dysfunction.
- Free soft tissue grafts.
- Implants.
- Sedation or general anaesthetic.

GROUP LIFE INSURANCE

In the event of your death from any cause while your life insurance is in force, the Principal Amount will be payable to your designated beneficiary. This benefit is not assignable.

Beneficiary

Your group life insurance will be paid to the beneficiary you named on the enrolment card provided by the Plan. If no such designation has been filed, the benefit will be paid to your

Estate. You may change your beneficiary whenever you wish, subject to applicable laws, by completing a change of beneficiary form provided by the Plan Administrator.

Benefit

See page of this booklet entitled "Summary of Benefits".

Coverage if Disabled

Should you, while covered under this plan, become disabled due to sickness or accident and qualify for LTD benefits under this Plan, your life insurance will continue in effect while you remain in receipt of LTD benefits and are younger than age 65. Medical evidence must be submitted upon request.

If you become disabled, as defined in the LTD section of this booklet, and are receiving benefits under the Workers' Compensation Act, you may qualify for continuation of your group life insurance coverage by applying to the Plan within 15 months of the date you become disabled. Qualification will be dependent upon the receipt of satisfactory medical evidence. Failure to apply within 15 months of the date on which you became disabled will disqualify you from this benefit.

Conversion Privilege

If your coverage terminates prior to age 65, you may, within 31 days of termination, convert your group life insurance, without a medical examination, to one of a number of individual life insurance policies available from the insurance company. The policy will be effective at the end of the 31 day period, and the premiums will be the same as you would ordinarily pay if you applied for an individual policy at that time. If you die during this 31 day period, your group life insurance will be paid whether or not you have applied for an individual policy.

ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

If death, dismemberment or loss of sight should occur because of injury affected solely through accidental means and within 365 days after the accident, payment will be made as follows:

ACCIDENTAL DEATH AND DISMEMBERMENT SCHEDULE OF LOSSES

	<u>Paid of Principal Sum</u>
Loss of Life	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of the Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Entire Sight of One Eye	100%
Loss of One Foot and Entire Sight of One Eye	100%

Loss of One Arm	75%
Loss of One Leg	75%
Loss of One Hand	66-2/3%
Loss of One Foot	66-2/3%
Loss of Entire Sight of One Eye	66-2/3%
Loss of Thumb and Index Finger on One Hand	33-1/3%
Loss of Four Fingers of the Same Hand	33-1/3%
Loss of All Toes of One Foot	12-1/2%
Loss of Speech and Hearing in Both Ears	100%
Loss of Speech	66-2/3%
Loss of Hearing in Both Ears	66-2/3%
Loss of Hearing in One Ear	16-2/3%
Quadriplegia (Total paralysis of both Upper and Lower Limbs)	200%
Paraplegia (Total paralysis of both Lower Limbs)	200%
Hemiplegia (Total paralysis of Upper and Lower limbs of one side of the body)	200%
Loss of Use of Both Hands	100%
Loss of Use of Both Arms	100%
Loss of Use of One Arm	75%
Loss of Use of One Leg	75%
Loss of Use of One Hand	66-2/3%
Loss of Use of One Foot	66-2/3%

100% of the AD&D Benefit is the maximum payable for all injuries resulting from any one accident. Payment of the AD&D Benefit is in addition to the Group Life Insurance Benefit.

Loss of a hand or foot shall mean severance at or above the wrist or ankle joint. Loss of sight shall be entire and irrecoverable.

EXPOSURE AND DISAPPEARANCE

We will cover a loss that is the result of unavoidable exposure to the elements, to the extent of the benefits covered by this policy. Subject to the terms of this policy, we will presume accidental loss of life of an insured if her/his body has not been found within 1 year after having been involved in the disappearance, sinking or wrecking of a vehicle in which s/he was an occupant at the time of an accident.

REPATRIATION

Payment of up to \$10,000 for preparation & transportation of an insured's body to the city of permanent residence. Payment will be made if, as the result of a covered accident, the insured suffers loss of life at least 100 kilometres away from her/his principal city of residence.

REHABILITATION BENEFIT

If an insured suffers an injury that results in a payment listed in the above Schedule of Losses, an additional amount will be paid, if appropriate, as follows:

Reasonable & necessary expenses actually incurred up to a limit of \$10,000 for special training of the insured, provided that A) such training is required because of such injury to the insured and in order for her/him to be qualified to engage in an occupation in which s/he would not have been engaged except for such injury; B) expenses be incurred within 2 years from the date of the accident.

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

FAMILY TRANSPORTATION BENEFIT

When an insured is on a trip covered by this policy, and is confined as an in-patient in a hospital for injuries and requires the personal attendance of a member of the immediate family as recommended by the attending physician, we will pay for the expense incurred by the member for transportation by the most direct route by a licensed common carrier to the confined insured but not to exceed an amount of \$2,000.

HOME ALTERATION AND VEHICLE MODIFICATION

If an insured suffers an injury that results in a payment listed in the above Schedule of Losses, and was subsequently required (due to the cause for which said payment was made) to use a wheelchair to be ambulatory, then this benefit will pay, upon presentation of proof of payment:

- The one-time cost of alterations to the injured person's residence to make it wheelchair accessible & habitable; and
- The one-time cost of modifications necessary to a motor vehicle owned by the insured, to make the vehicle accessible or driveable for the insured person.

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 & assistance to wheelchair users; and
- Vehicle modifications are carried out by a person or persons experienced in such matters and modifications are approved by the Provincial vehicle licensing authorities.

The combined maximum payable will not exceed \$10,000.

Limitations

No payment will be made under this benefit for loss due to or resulting from any one or more of the following:

- A. Travel or flight in any aircraft except solely as a passenger in a powered civil aircraft having a valid and current airworthiness certificate, and operated by a duly licensed or certified pilot while such aircraft is being used for the sole purpose of transportation only. Descent from any aircraft shall be deemed to be part of the flight.
- B. Bodily or mental illness or disease in any form.
- C. Bodily injury sustained while operating a motor vehicle while under the influence of any intoxicant or if the individual's blood alcohol concentration at the time of injury was in excess of 100 milligrams of alcohol per 100 millilitres of blood.

How to Make a Claim

Claim forms are available from the Administrator's Office. For prompt payment, the Claim Form must be completed in full and submitted within 180 days from the date of loss.

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

WEEKLY INDEMNITY (WI)

The Plan

If you are unable to work because of a non-occupational, non-ICBC-related accident or sickness, your WI benefits will be paid to you each week, in arrears, up to a maximum of 26 weeks for any one period of disability while you are so disabled and under the care of a legally qualified/licensed Physician.

Waiting Period

Benefits are payable from the 1st day if disability is the immediate and direct result of an accident. There is a waiting period of 3 days for all other disabilities, including disabilities resulting from accidents which occurred more than 30 days previously or involving pre-existing medical conditions.

If you do not see a doctor within the 1st 4 days of disability, benefits will be paid from the date of the 1st visit.

Amount of Benefit

See page of this booklet entitled "Summary of Benefits".

Disability

To qualify for benefits you must be completely unable, because of accident or sickness, to perform the duties of your regular job. Your disability must be supported by medical evidence satisfactory to the Trustees establishing that you are unable to work.

Rehabilitative Employment

The Trustees may approve rehabilitative employment during a period of your disability, however your WI benefit shall be reduced by 50% of your weekly earnings from such rehabilitative employment. In the event that your income from rehabilitative employment and the WI benefit exceed 100% of weekly earnings, your WI benefit shall be further reduced by such excess amount.

Subrogation

If you become disabled as the result of an accident for which a third party is, or may be, liable, no WI benefit will be paid unless you;

- Agree to repay the Trustees the full amount of the benefits paid or to be paid.
- Take all steps necessary to recover from the third party the total of the benefits advanced or to be advanced by this plan, including directing your lawyer to repay the Trustees the full amount of the benefits paid directly from any monies received from any judgment or settlement.
- Enter into a reimbursement agreement with the Trustees outlining the terms and conditions under which the benefits are to be repaid.
- Obtain the written consent of the Trustees before compromising or settling the action or cause of action with the third party.
- No subrogation is offered for ICBC-related incidences.

Workers' Compensation Claims

If you suffer an unusual delay in obtaining a decision for WCB benefits or if you are appealing the denial of a WCB claim, the Trustees may, at their sole discretion, approve payment of WI benefits provided you agree in writing to repay all WI benefits received if WCB benefits are subsequently paid for the same period of disability.

Recovery of Benefit Overpayments

The Trustees shall have the right to recover from you through the use of any legal procedures or from future benefits under the Plan, any benefits paid to you to which there was no entitlement.

Limitations

- You must remain under the care of and be following the prescribed treatment of a legally qualified/licensed Physician acting within the scope of his/her profession throughout your period of disability and the attending Physician must provide satisfactory medical evidence to support your inability to work.
- If you are under the care and treated by a qualified chiropractor, dentist, naturopath or podiatrist, but not a Physician, benefits are payable for a maximum of 6 weeks.
- If you leave your Province of residence during a period of disability benefits will not be paid unless:
 - You obtain approval from the Trustees and your Physician to leave; and
 - You remain under the care of a Physician while absent from the province.
- The Plan may request that you have an independent medical examination and will arrange for the appointment and pay for any charges made by the Physician. Failure to attend such an examination could result in the termination of your benefits.
- Successive absences from work will be considered to be the same period of disability if the cause is the same or related to the cause of the 1st absence and you had returned to full time work for less than 6 consecutive months.
- Successive absences from work will be considered a new period of disability if the cause is entirely unrelated to the cause of the 1st absence and you had returned to full time work for 1 full day.
- If any investigation reveals that you are not following prescribed treatment or that your activities during a period of disability are inconsistent with the definition of disability under the terms of the plan, your benefits will cease.

Exclusions

Benefits shall not be payable:

- For a disability caused by or resulting from intentionally self-inflicted bodily injury or sickness, while sane or insane.
- For a disability caused by or resulting from participation in rebellion, riot, or insurrection, war, whether war has been declared or not, or by full or part-time service in any armed forces.
- For a disability caused by or resulting from participation in or consequence of having participated or having attempted to participate in the commission of an offence under the Criminal Code of Canada or similar offence under the laws of any other country.

- For a disability caused by or resulting from medical or surgical care which is cosmetic, unless such care is rendered as a result of injuries caused by a non-ICBC-related accident sustained by you while you were eligible for WI benefits.
- For any disability which is an occupational disability (incurred in the course of a Member's employment).
- While you are on paid scheduled vacation.
- During a Maternity/Parental Leave.
- While you are or could be entitled to LTD benefits.
- During any period in which you engage in any occupation for remuneration or profit except as outlined under Rehabilitative Employment in the WI section of this booklet.

LONG TERM DISABILITY (LTD)

The Plan

If you become totally disabled and such disability has existed for more than 6 consecutive months, you will be paid monthly benefits for as long as total disability lasts, but not beyond the month in which you attain age 65.

Amount of Benefit

See the page of this booklet entitled "Summary of Benefits".

EI Integration

LTD benefits are not payable for the 15 week period following expiration of your WI claim if you are or could be eligible for sickness benefits through the Employment Insurance Act.

Definition of Disability

During the 30 month period following the date on which you became disabled, disability means the complete inability due to accident or sickness to engage in your regular occupation. After that period, you must be unable to engage in any occupation for which you are reasonably qualified by education, training or experience.

Reduction of Benefits

The LTD benefit will be reduced so that the total benefit together with income received due to the disability from any government program (such as CPP disability benefits) or any other group insurance plan does not exceed 85% of pre-disability earnings.

Any income received from the Workers' Compensation Board will directly reduce the benefit payable under this section.

Rehabilitative Employment

The Trustees may approve rehabilitative employment during a period of your disability, however your LTD benefit shall be reduced by 50% of your monthly earnings from such rehabilitative employment. In the event that your income from rehabilitative employment and the LTD benefit exceed 100% of monthly earnings, your LTD benefit shall be further reduced by such excess amount.

Subrogation

If you become disabled as a result of an accident involving a motor vehicle for which a third party is, or may be, liable, no LTD benefit will be paid.

Recovery of Benefit Overpayment

The Trustees shall have the right to recover from you through the use of any legal procedures or from future benefits under the Plan, any benefits paid to you to which there was no entitlement.

Limitations

- You must remain under the care of and be following the prescribed treatment of a legally qualified Physician acting within the scope of his/her profession throughout your period of disability and the attending Physician must provide satisfactory medical evidence to support your inability to work.
- No benefit shall be payable during a period in which a member is entitled to receive sickness benefits under the Employment Insurance Act.
- If you leave your Province of residence during a period of disability, benefits will not be paid unless:
 - you obtain approval from the Trustees and your physician to leave; and
 - you remain under the care of a physician while absent from the province.
- The Plan may request that you have an independent medical examination and will arrange for the appointment and pay for any charges made by the physician. Failure to attend such an examination could result in the termination of your benefits.
- Successive absences from work will be considered to be the same period of disability if the cause is the same or related to the cause of the 1st absence and you had returned to full time work for less than 6 calendar months.
- Successive absences from work will be considered a new period of disability if the cause is entirely unrelated to the cause of the 1st absence and you had returned to full time work for 1 full day.
- If any investigation reveals that you are not following prescribed treatment or that your activities during a period of disability are inconsistent with the definition of disability under the terms of the plan, your benefits will cease.

Exclusions

Benefits shall not be payable:

- For a disability caused by or resulting from intentionally self-inflicted bodily injury or sickness, while sane or insane.
- For a disability caused by or resulting from participation in rebellion, riot, or insurrection, war whether war has been declared or not, or by full or part-time service in any armed forces.
- For a disability caused by or resulting from participation in or consequence of having participated or having attempted to participate in the commission of an offence under the Criminal Code of Canada or a similar offence under the laws of any other country.
- For a disability caused by or resulting from medical or surgical care which is cosmetic, unless such care is rendered as a result of injuries caused by an accident sustained by you while you were eligible for WI benefits.
- During a Maternity/Parental Leave.
- During any period in which you engage in any occupation for remuneration or profit except as outlined under Rehabilitative Employment.

MISCELLANEOUS

The following supplementary information may be useful to you if you wish to obtain a benefit from the Plan. If you require additional information or guidance, call the Plan's office and the staff will be pleased to assist you.

DUAL COVERAGE – COORDINATION OF BENEFITS

In the event that an eligible person is also entitled to benefits under any other group insurance program or insurance policy, benefits will be coordinated with the other plan or insurer to ensure that the total benefit paid from all sources does not exceed 100% of the reasonable charges for the services and supplies provided.

If your spouse is covered under another plan, we follow the guidelines of the Canadian Life and Health Insurance Association. These guidelines are used by most, if not all, insurers in Canada.

We are the primary insurer for your expenses. Your spouse's insurer is the primary carrier for your spouse's expenses. Dependent children become the primary responsibility of the plan who insures the parent who has the earliest birth-date in the year (month and day).

HOW TO MAKE A CLAIM

Prescription Drugs and Other Expenses: For persons for which we have primary responsibility (see Dual Coverage – Coordination of Benefits, above), the Plan will reimburse eligible drug claims upon submission of your receipts with a completed Extended Health Benefits Claim

Form. Please contact the Plan Administrator's office for Claim Forms. Photocopies of receipts are insufficient, therefore, please submit only original receipts for consideration of eligibility.

Claims for any calendar year must be submitted on, or before, June 30th of the following calendar year (i.e. eligible expenses for 2006 must be submitted on, or before, June 30, 2007).

Dental: For Basic and Major services, a BC Standard Dental Claim Form (most Dentists maintain a supply) must be completed by the Dentist and forwarded to the Plan Administrator.

Claims for any calendar year must be submitted on, or before, June 30th of the following calendar year (i.e. eligible expenses for 2006 must be submitted on, or before, June 30, 2007).

For Orthodontic services, receipts should be submitted as expenses are paid.

Group Life and AD&D: Contact the Plan Administrator for the necessary forms.

Weekly Indemnity (WI): Obtain a form from your Plan Administrator and when you and your Physician have completed your respective portions of the claim form, forward the claim form to the Plan Administrator. Please note, the Plan Administrator completes all sections of your form that would normally be completed by your Employer. There is no need for your Employer to see any portion of your WI claim form at any time. This insures member confidentiality and prevents delays in assessing claims.

*For consideration of eligibility, claim forms must be submitted within 30 days of the date the disability/illness was incurred. Claims received after 30 days from the date the disability/illness was incurred cannot be considered for eligibility and will be returned.

Long Term Disability (LTD): If you receive the WI benefit for the maximum period, the Plan Administrator will automatically forward to you the necessary forms to apply for the benefit.

If you have received WCB benefits for 6 months or more, contact the Plan Administrator to determine your possible entitlement to continuation of your life insurance and AD&D benefit. Claims must be submitted within 30 days of the end of the qualification period.

Disability Waiver Claims: Claims for the disability waiver provision (continuation of coverage while you are disabled) under the group life insurance and AD&D benefits must be made to the insurer within 15 months of the date you become disabled. These applications are included in the process of applying for the LTD benefit.

If you are totally disabled and receiving benefits from WCB, you must apply within 15 months of the commencement of your disability or you will not be entitled to this benefit. Contact the Plan Administrator's office for instructions on applying.

CHANGE OF STATUS

It is to your benefit to notify your Employer and the Plan immediately, if:

- You change your mailing address.
- You wish to change your beneficiary.
- Your marital status changes.
- The number and/or name of your dependents change.
- You change your name.

Note: Not having the correct information on file may result in non-payment of your claim or may delay the payment of benefits.

TAXABLE BENEFITS

Under the provisions of the current Income Tax Act, the monthly cost of medical premiums and group life insurance premiums paid on your behalf by an Employer and the amounts of WI and LTD benefits received by you may be considered taxable income.

Each year, prior to the end of February, the Plan will issue a T4A for your taxable benefits (if any) in the prior year. You must include this income when filing your tax return.

MEDICAL SERVICES PLAN OF BC (MSP)

Coverage under MSP of BC is not provided as a Plan benefit, but in some instances the Plan provides an administrative service to Employers with respect to the processing of eligibility forms. You should check with your Employer to determine if MSP administration is provided through the Plan or if it is provided directly by the Employer.

MSP provides coverage for certain medical services, including fees of Physicians. It is provided by the Ministry of Health and Ministry Responsible for seniors.

CLAIM APPEAL PROCESS

In those instances where a Member feels that a claim for WI benefits, LTD benefits, Dental benefits or Extended Health benefits has been paid or denied incorrectly, the Member shall have the right to present a request for appeal to the Trustees of the UBT.

- The Member must present in writing to the Trustees of the Plan a request to have his/her claim reviewed. The request for review must be sent to the Administrator of the Plan at the Plan's address within 30 days of the date on which the claim was denied or settled in a manner unsatisfactory to the Member. Requests received after this time period will be denied.
- The request should clearly state the reasons that the Member feels should justify a review of the claim and should be accompanied by supporting medical or other information that will assist the Trustees in their deliberations.
- The Trustees will, as soon as is reasonably possible after receiving the request for review, examine the claim and advise the Member that:
- The information provided with the request for review is sufficient to allow a reversal of the original claim decision, or;

- The Trustees are satisfied that the original claim decision was correct under the terms of the Plan and a Hearing will not be granted, or;
- The information provided with the request is insufficient to allow reversal of the original decision, but further investigation is warranted.
- A Claims Review Committee will be comprised of those persons determined by the Trustees to be best suited to arrive at a fair and reasonable resolution of the issues. The final decision will be based on the majority vote of the Trustees.
- The Member may be required to attend a Hearing but may be represented by, or assisted by, their Union Representative.
- In submitting claims for review, Members should be aware that the Trustees are able to:
- interpret information that is submitted with respect to a claim to determine if the claim meets the conditions specified by the Plan,
- amend to terms of the Plan with respect to coverage on the understanding that it applies to all Members, but are not able to make exceptions to the terms of the Plan to accommodate individual Members' concerns.
- All decisions made by the Trustees with respect to the determination of a Member's entitlement to benefits are final and binding on all parties involved.