COLLECTIVE AGREEMENT

BETWEEN:

IMPACT CLEANING SERVICES LTD.
(Isabella Street)
(hereinafter known as the "Employer")

- and -

UNIVERSAL WORKERS UNION L.I.U.N.A. LOCAL 183
(hereinafter known as the "Union")
BETWEEN:

IMPACT CLEANING SERVICES LTD.

(hereinafter called "the Employer")

- and -

UNIVERSAL WORKERS UNION L.I.U.N.A. LOCAL 183

(hereinafter called "the Union")

ARTICLE I – SCOPE AND RECOGNITION

1.01 The Employer hereby recognizes the Union as the sole bargaining agent for all Employees engaged in cleaning at 136 Isabella Street, Toronto, Ontario, save and except supervisors, person above the rank of supervisor, special service crews, equipment repair and maintenance crews and all office, clerical and sales staff.

1.02 The Employer agrees to recognize and bargain collectively with the Union for all employees of the Employer as defined in Article 1.01.

1.03 In this Collective Agreement, it is presumed that gender references to male or female employees apply equally to the other sex.

ARTICLE II - UNION SECURITY

2.01 The Employer shall, for each pay period, deduct from the wages of each employee in the unit affected by the Collective Agreement, the amount of regular Union dues as a condition of employment. The Union shall notify the Employer in writing of the amount of regular Union dues to be deducted in accordance herewith and the Employer shall, for the purposes, rely upon such written notification as conclusive evidence that the amounts so deducted are in accordance with the Union's constitution and by-laws. The Union shall indemnify and save the Employer harmless from any claims, suits, judgements, attachments and from any form of liability as a result of making such deductions in accordance with the written direction of the Union and the Union will refund directly to all employees any amount for which wrongful deductions were made by the Employer in accordance with the written notification provided by the Union.
2.02 The Employer shall forward such deductions to the Secretary/Treasurer of the Union not later than the fifteenth (15th) of the month following the month in which the deductions were made.

2.03 The Employer shall, when forwarding such dues, provide a list for the Secretary/Treasurer of the Union, listing the names and corresponding Social Insurance Numbers of the employees from whose pay such deductions have been made.

2.04 The Union shall indemnify the Employer from any claim which may arise from deductions made pursuant to this Article.

2.05 Employee Attendance at Staff Meetings

(a) Where an employee is directed by the Employer to attend a staff meeting, in-service or a committee meeting during his regular working hours, the employee shall be compensated at his regular hourly rate for the time spent in such attendance (including their lunch and/or break times).

(b) Where an employee is directed by the Employer to attend a staff meeting, in-service or committee meeting outside of normal working hours, he shall be credited with equivalent time off at his basic rate of pay.

ARTICLE III - MANAGEMENT RIGHTS

3.01 The Employer shall have the exclusive functioning option to conduct its businesses in all respects in accordance with its commitments and responsibilities including the right to:

(a) manage, locate, extend, schedule, curtail or cease maintenance operations;

(b) determine the number of workers required for any or all operations; judge the qualification of employees; assign or re-assign work loads of employees; determine and evaluate the content and functions of all jobs and classifications; revise work assignments at any time and maintain an efficient mobile work force with diverse skills;

(c) determine the types and placement of machines, tools, materials and equipment; and to introduce new or improved systems and equipment;

(d) hire, classify, promote, transfer and lay-off employees and to discharge, demote and suspend employees;

(e) establish, revise from time-to-time and enforce reasonable rules of conduct and procedure for its employees, maintain order, discipline and efficiency;

All subject to the provisions of Articles IV and V herein. It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions and intent of this Agreement.
ARTICLE IV – GRIEVANCE PROCEDURE

4.01 A grievance shall be defined as any reasonable difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

4.02 A grievance should be brought to the attention of the employee’s immediate Supervisor within five (5) days after the employee became aware of the circumstances giving rise thereto.

Grievances shall be dealt with in the following manner:

a) Step 1. The employee or group of employees may, with the assistance of his Steward, submit a written grievance to his immediate Supervisor, who shall render his decision within five (5) working-days;

b) Step 2. Failing satisfactory settlement at Step 1, the grievance may be submitted to the Manager who shall reply in writing within five (5) working-days after receipt of the grievance;

c) Step 3. Failing satisfactory settlement at Step 2, the Steward, the Chief Steward, the griever and the Union’s Representative shall meet with representatives of Management within five (5) working-days, or at a time mutually agreed upon, to discuss the grievance. The Employer will schedule grievance meetings during the grievor’s working-hours.

If the grievance is not settled within five (5) working-days, it may be referred to arbitration as provided in Article V.

4.03 The Union or the Employer may initiate a Policy grievance beginning at Step 2 of the Grievance Procedure.

4.04 For the purpose of Article IV, working-days shall not include Saturdays, Sundays and Holidays.

4.05 Employees with less than sixty (60) shifts worked (or in the case of employees who work an average of three (3) or less shifts per week, less than forty-five (45) shifts worked) may submit grievances pertaining only to the alleged violation of monetary matters and without limitation, for the purpose of giving the Employer an opportunity to assess their qualifications for work assignments, will have no recourse to the grievance or arbitration procedures for termination or layoff during the probationary period as contemplated in Article 18.01.

4.06 A claim by an employee who has completed his probationary period that he has been discharged without just cause, shall be treated as a grievance and a written statement of such grievance shall be lodged with the Employer commencing at Step No. 2 of the Grievance Procedure within five (5) working-days of such discharge.
ARTICLE V - ARBITRATION

5.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within ten (10) working days of the reply under Step 3 of the Grievance Procedure.

5.02 The arbitration procedure incorporated in this Agreement shall be based on the use of a single arbitrator.

5.03 The grieving party's notice as referenced in Article 5.01 above shall also contain a list of three arbitrators for consideration. If none of the three is chosen, then the other party shall, within one week of the date of the first list, submit a list of three different names for consideration. If none is selected, either party may ask the Minister of Labour to make an appointment.

5.04 If either party feels that the time taken for a chosen arbitrator to hear the case is too long, the parties may by mutual agreement choose another arbitrator or ask the Minister to make an appointment.

5.05 Each of the parties will bear its own expense with respect to any arbitration proceedings. The parties will bear jointly the expenses of the arbitrator on an equal basis.

5.06 The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.

5.07 For purposes of this Article, Working Days shall not include Saturdays, Sundays, and Holidays.

ARTICLE VI - BULLETIN BOARD

6.01 The Employer shall provide a bulletin board for the use of the Union at an appropriate location as the parties may agree from time to time, upon which the Union shall have the right to post notices approved by the Employer, with such approval not being unreasonably withheld by the Employer.

ARTICLE VII - APPENDIX A - WAGE RATES/BENEFITS/HOURS-OF-WORK

7.01 Attached to this Agreement is Appendix A which specifically sets forth and defines the wage rates and benefits, job classifications as well as hours-of-work, all of which are an integral part of this Agreement.
ARTICLE VIII - UNION REPRESENTATION

8.01 Union Stewards may be appointed as follows:

One (1) Union Steward shall be appointed from employees with a minimum of six (6) months seniority with the Employer.

Union Stewards shall be appointed by Local 183's business representative and the Union shall submit to the Employer in writing the name of the Union Steward.

8.02 The Union Steward shall perform the required duties of an employee of the Employer; the Union business shall not be conducted during regular working-hours without express permission from an authorized agent of the Employer and such permission shall not be unreasonably withheld.

8.03 The Employer agrees that a Union Steward shall not suffer any loss of pay for time necessarily spent during working hours while processing grievances with management approval.

8.04 No Individual Agreements

(a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with the Employer concerning the conditions of employment varying the conditions of employment herein.

(b) Notwithstanding the above, the wage rates outlined in this Agreement are minimum wage rates and they do not prevent the Employer from paying a higher wage rate.

8.05 Prior to the imposition of discipline or discharge of an employee who has successfully completed his probationary period, the Employer shall endeavour to give the affected employee a reason for the imposition of discipline or discharge in the presence of his Union Steward if the Union Steward is present in the building.

ARTICLE IX - PRODUCTIVITY

9.01 The Union and Employer recognize the reciprocal value of improving, by all proper and reasonable means, the productivity of the individual employee; and undertake jointly and severally to promote and encourage such improved productivity.

9.02 The Union, during the term of this Agreement, shall not cause picketing, strikes or slowdowns which will interfere with the regular schedule of work of the employees of the Employer, and, the Employer, during the term of this Agreement, shall not cause a lock-out of its employees.
ARTICLE X - PAID HOLIDAYS

10.01 The following Paid Holidays shall be recognized:

- New Year’s Day
- Labour Day
- Family Day
- Thanksgiving Day
- Good Friday
- Christmas Day
- Victoria Day
- Boxing Day
- Canada Day
- Civic Holiday

or days celebrated in lieu thereof.

10.02 The employee must have worked the regular scheduled shift of each of the working-days immediately preceding and immediately following each of the noted holidays before qualifying for holiday pay for any of the noted Paid Holidays. Holiday pay shall be as per Employment Standards Act, 2000.

The noted requirements are not mandatory if an employee is prevented from working by illness (medical evidence must be presented to verify illness), or any other reason acceptable to the Employer.

10.03 Should any employee be required to work on a Paid Holiday as stated above he shall receive one and one-half (1½) times his regular rate plus his holiday pay or one-half (½) his regular rate plus a day-off in lieu with pay at his request.

10.04 In the event of a holiday, as specified in this Article, falling within an employee’s vacation period, the Employer has the choice of either:

a) extending the vacation period by one (1) working-day with pay;

or

b) paying an extra day’s vacation pay.

In either case, the rate-of-pay will be the same as that used in calculating an employee’s holiday pay.

ARTICLE XII - VACATIONS

11.01 As of June 30 of each calendar year, an employee who has:

a) less than one (1) year of continuous service shall be entitled to vacation pay equal to four percent (4%) of the amount of the employee’s total wages in the previous vacation year;
b) one (1) year or more continuous service but less than five (5) years of continuous service with the Employer shall receive two (2) weeks’ vacation per year with vacation pay equal to four percent (4%) of the amount of the employee's total wages in the previous vacation year;

c) five (5) years or more continuous service but less than ten (10) years of continuous service with the Employer shall receive three (3) weeks’ vacation per year with vacation pay equal to six percent (6%) of the amount of the employee's total wages in the previous vacation year;

d) ten (10) years or more continuous service with the Employer shall receive four (4) weeks’ vacation per year with vacation pay equal to eight percent (8%) of the amount of the employee’s total wages in the previous vacation year.

Vacation pay to be paid prior to employees commencing their vacation period or by the 2nd pay period of July every year by separate cheque.

11.02 Vacation periods shall be scheduled and limited as per present practice, unless approved by the Employer.

ARTICLE XIII - PAYMENT OF WAGES

13.01 Wages shall be paid by direct deposit, to each employee.

The Employer shall provide with the wage cheque a statement which defines hours worked, overtime hours, hourly rate, deductions for Income Tax, Employment Insurance, Canada Pension Plan, Union dues. Employees shall be paid bi-weekly.

ARTICLE XIV - JURY SERVICE

14.01 The Employer shall pay an employee who is required to serve as a juror the difference between his normal earnings provided that the employee:

i) Notifies the Employer immediately of the employee's notification that he will be required to attend court;

ii) Presents proof of service requiring the employee's attendance; and

iii) Presents proof of the amount received for such service.

iv) The Employer's obligation to pay the difference in wages is capped at one (1) month.

14.02 Each employee serving such jury duty shall be required to provide to the Employer satisfactory proof of such duty being served.

ARTICLE XV - PROTECTIVE CLOTHING

15.01 The Employer will provide winter coats, gloves and hard hats, where
necessary, as per Employer policy.

15.02 The Employer will supply uniforms, at no cost to the employees in the bargaining unit, consisting of two (2) uniforms per year, if required, as per Employer policy.

ARTICLE XVI – EMPLOYEE LUNCH AND REST PERIODS

16.01 Employee’s working a five (5) hour shift shall receive a fifteen (15) minute rest period (as per present practice).

16.02 Employees working a eight (8) hour shift shall receive a one-half (1/2) hour unpaid lunch break and two fifteen (15) minute paid breaks.

ARTICLE XVII - CALL-IN PAY

17.01 An employee who is called-in to work outside his regularly scheduled hours shall, whenever there is a break between the employee’s regularly scheduled hours and the work the employee is called-in to do shall be paid a minimum of four (4) hours pay at the employee’s regular hourly rate; or time-off in lieu.

ARTICLE XVIII - PROBATIONARY PERIOD

18.01 All employees employed during the term of this Agreement shall be on a probationary period for a maximum of sixty (60) shifts worked from the last date of hire with the Employer for the purpose of giving the Employer an opportunity to assess their qualifications for work assignments, and will have no recourse to the grievance procedure for termination or lay-off during that probationary period.

All employees who work an average of three (3) or less shifts per week during the term of this Agreement shall be on a probationary period for a maximum of forty-five (45) shifts worked from the last date of hire with the Employer for the purpose of giving the Employer an opportunity to assess their qualifications for work assignments, and will have no recourse to the grievance procedure for termination or lay-off during that probationary period.

ARTICLE XIX - JOB POSTING

19.01 Wherever a vacancy occurs within the bargaining unit the Employer shall post on a bulletin board accessible to all members of the bargaining unit within five (5) working-days a notice with details of such vacancy. Such notice shall remain posted for five (5) days.

19.02 In filling job vacancies, including promotions, transfers and new positions the Employer will consider the following qualifications - requirements and efficiency of operation and the knowledge, training, skill, ability and physical fitness of the individual to perform the normal required work.
It being understood that the qualifications, as defined above, being equal, the employee with the greatest seniority will be given preference.

The job shall be awarded within fifteen (15) working-days of posting provided the Employer still requires the job vacancy to be filled.

19.03 Any openings which become available on the day shift, present employees in the bargaining unit shall have the first opportunity to fill these positions.

ARTICLE XX - BEREAVEMENT

20.01 Employees who have completed their probationary period who suffer bereavement within the immediate family circle will be granted three (3) consecutive days' leave of absence with pay for the purpose of making funeral arrangements or attending the funeral ending the day of the funeral. Immediate family in such circumstances means: wife or husband, son or daughter, sister or brother, mother or father, mother-in-law or father-in-law or grandparents or grandchildren.

If an employee suffers bereavement within the immediate family circle, as defined above, outside the country and does not attend the funeral, he will be granted one (1) days' leave of absence with pay.

An employee may be required to provide satisfactory proof of death to substantiate his claim.

20.02 This clause shall not apply to any day which is not a regular scheduled work-day.

ARTICLE XXI - SENIORITY

21.01 Seniority as referred to in this Agreement shall mean length of service in the bargaining unit, dated back to the last date of hire with the Employer, and shall be applied on a bargaining unit-wide basis.

21.02 An employee shall lose his seniority and the employee's employment shall be deemed to be terminated in the following circumstances:

   (a) if he voluntarily quits his employment with the Employer;

   (b) that he is discharged and is not reinstated through the Grievance or Arbitration Procedures;

   (c) that he is off work because of lay-off, accident or illness for twelve (12) months or the length of the employee's seniority, whichever is shorter;

   (d) fails to notify the Employer within two (2) working-days that he will report to work after being notified by the Employer to report for work or subsequently fails to report for work within five (5) working-days after being notified by the Employer by
registered mail to report for work following lay-off unless a reason satisfactory to the Employer is given;

(e) absence from work for one (1) day without notifying the Employer, except in extenuating circumstances;

(f) if he accepts other employment during any leave of absence granted by the Employer.

21.03 An employee shall accumulate seniority under any of the following conditions:

(a) when actually at work for the Employer;

(b) when absent on vacation with pay, on paid holidays or on approved leave of absence [up to three (3) months for leave of absence];

(c) during any period when he is prevented from performing his work for the Employer by reason of illness, accident and/or injury arising out of and in the course of his employment for the Employer and for which he is receiving compensation under the provisions of the *Workers' Compensation Board Act* for a period of up to twelve (12) months or the employee's seniority, whichever is shorter.

21.04 An employee who does not qualify to accumulate seniority under Article 21.03 shall maintain his existing seniority, unless and until he loses same pursuant to Article 21.02.

21.05 Employees shall be required to notify the Employer of their current address and telephone number and of any change to the address or telephone number in the future. The Employer shall be entitled to rely upon the last address and telephone number furnished to it by an employee for all purposes.

21.06 A seniority list shall be revised and posted in the work place every twelve (12) months and a copy sent to the Union.

21.07 In the event of lay-offs, and for the purpose of recalling those to work who have been laid-off, the following factors shall be considered:

(a) seniority;

(b) skill and ability to perform the work available.

It is agreed that in circumstances where, between two (2) or more employees, skill and ability is relatively equal, seniority shall govern.

21.08 Employees returning from sick leave, approved leave of absence, Workers' Compensation, or pregnancy/parental leave, will be returned to their former shift and former duties or equivalent duties within two (2) weeks of returning to work.
provided said work is available otherwise, the employee shall be entitled to exercise his rights in accordance with Article 21.07.

21.09 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of the Agreement, as defined in Article I - Recognition, he shall retain his accumulated seniority for a six (6) month period from the date of appointment or length of seniority, whichever is shorter.

ARTICLE XXII - DISCIPLINE

22.01 Any discipline given to an employee will not be relied upon by the Employer in further progressive discipline where the employee's disciplinary record has been free of further discipline for a period of twelve (12) months and provided the discipline did not involve a violation of law or an issue constituting breach of trust.

22.02 An employee or union representative with the employee’s written authority, shall be entitled to view the employee’s personnel file once every twelve (12) months. Access to the employee’s personnel’s files shall be provided within fourteen (14) calendar days of the request. The viewing of such files shall take place at the Employer's human resources office or at a location as designated by the Employer.

ARTICLE XXIII - NON-DISCRIMINATION

23.01 The Employer, the Union and the employees agree that every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, or handicap as these terms are defined by the Ontario Human Rights Code.

23.02 The parties agree that there will be no intimidation, discrimination or coercion exercised or practised by either of them or their representatives or members because of the employee's membership or non-membership in the Union. The terms and obligations contained in the Article shall be interpreted in accordance with the provision of the Ontario Labour Relations Act, 1995.

ARTICLE XXV - UNION / MANAGEMENT MEETINGS

25.01 The Employer agrees to meet with a Union Representative of the employees when a request for such a meeting is made by a Union Representative. Such meetings shall be scheduled in as timely a manner as possible and in any event, not more often than one (1) time per calendar quarter.

The person or persons representing the Employer at such meetings are to be management personnel above the level of those management personnel normally supervising the work of the employees. The Union will be obliged to provide the Employer with an agenda of matters it wishes to discuss at the meeting at least two (2)
days prior to the meeting date. This clause is understood to be separate and apart from the grievance provisions. The purpose of this clause is to facilitate an exchange of views on problems or suggestions to provide for the better functioning of employees in the work-place.

25.02 Upon notification by a Union Representative an authorized agent of the Employer will endeavour to arrange for access with building management to the job-site as and where such a visit is requested by a Union Representative to attend to Union business.

ARTICLE XXVI - HEALTH AND SAFETY

26.01 The Employer and the Union recognize the importance of promoting safe working conditions and the safe handling of equipment at all times. It is equally recognized to be in the best interests of all parties at all times to comply with the statutes and regulations which pertain to the Employer's operation.

26.02 In the event that an employee alleges the existence of any unsafe practice or unsafe conditions, the employee concerned has an obligation to immediately report such practice or condition to the Employer.

26.03 Employees shall report any work related accident/injury to his immediate supervisor as soon as it occurs and both the employee and Employer must follow through with all responsibilities outlined in the Workplace Safety and Insurance Act.

26.04 Employees returning from sick leave must provide their supervisor with the Employer's Fitness for Duty report cleared by a medical practitioner to ensure they are physically able to perform their duties and maintain their safety at work. It is understood and agreed that the responsibility for payment, should charge be levied by the medical practitioner be borne by the employee.

ARTICLE XXVII - DURATION OF AGREEMENT

27.01 This Agreement shall continue in full force and effect from November 1, 2013 to October 31, 2016, and thereafter shall be automatically renewed and remain in force from year-to-year from its expiration date, unless, within the period of ninety (90) days before the Agreement ceases to operate, either party gives notice in writing to the other party of its desire to bargain with a view to the renewal with or without modifications of the Agreement.

27.02 On receipt of such notice, the parties to the Agreement shall convene a meeting within fifteen (15) days and bargain in good faith to endeavour to reach an Agreement.
NOTE 1 – WAGE RATES AND BENEFITS

1.01 The rates of pay under this Agreement shall be as follows:

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<th>Effective November 1, 2014</th>
<th>Effective November 1, 2015</th>
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Note All employees who have successfully completed their probationary period and who are in the active employ of the Employer as of date of ratification, shall receive a one time lump sum payment of $125.00, less required statutory deductions.

1.02 Probationary employees shall receive a wage rate of Fifty Cents ($0.50) less than the grid rate. Upon successful completion of one's probationary period, the employee will receive grid rate.

1.03 Effective May 1, 2016, the Employer shall contribute for those employees who have completed six (6) months of continuous service and are scheduled to regularly work twenty-five (25) hours per week or more, ninety-five ($95) dollars per month per employee, plus applicable taxes, into the Labourers' Local 183 Industrial Benefit Fund, jointly administered by an equal number of employer and Union Trustees, for the purposes of purchasing Plan D.

The Employer shall remit the contributions referred to above no later than the fifteenth (15th) day of the month prior to benefit coverage taking effect. (May 15, 2016 remittances provides June 1, 2016 benefit coverage.)

It is understood that the Employer shall not be constructed to be an insurer nor shall it have any liability other than making the payment as aforesaid to the Trust Fund and that the Union agrees to indemnify and save harmless the Employer against any or all claims which may be made against it in respect of any claims by an employee for the insurance coverage provided herein. Remittances are to be forwarded electronically to the Trust Fund by the fifteenth (15th) of each month. Remittances that are not submitted on time will be subject to a 2% charge.
APPENDIX A

NOTE 2 - HOURS-OF-WORK

2.01 The regular work week period shall not exceed forty-four (44) hours per week, Monday through Sunday inclusive. This clause does not guarantee forty-four (44) hours-of-work in any week.

Scheduling of hours-of-work and days-off to be as per present practice.

2.02 Overtime at the rate of time and one-half (1½) the employee's individual hourly rate will be paid for all work performed over forty-four (44) hours per week.

2.03 There will be no pyramiding of overtime rates or any other payments under this Collective Agreement.
INDUSTRIAL BENEFIT PLAN
PLAN D (Part Time) – January 1, 2012

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<tr>
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<td>• Routine Care, Dentures, Crowns and Bridgework</td>
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