

COLLECTIVE AGREEMENT

BETWEEN:

XL MEATS

**AN OPERATING DIVISION OF
XL FOODS LTD.**

**FOR ITS
XL MEATS PLANT OPERATIONS**

AND THE

XL MEATS EMPLOYEES ASSOCIATION

**REPRESENTING THE COMPANY'S
XL MEATS
PLANT EMPLOYEES**

Ratified the 24th day of July, 1995

Changes effective date of ratification

SOURCE	Company		
EFF.	95	07	24
TERM.	98	07	23
No. OF EMPLOYEES	230		
NOMBRE D'EMPLOYÉS	CB.		

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ARTICLE I
PURPOSE AND INTENT

1.01

The parties hereto agree that it is mutually beneficial and desirable to promote cordial relations and to set forth herein the agreements concerning rate of pay, hours of work and conditions of employment to be observed insofar as they affect the companies XI Meats Plant Operations.

1.02

The parties hereto recognize that it is to their mutual interest to promote, as fully as possible, safe working conditions, efficiency of operations and the protection of property. It is understood and agreed that this can be best achieved and maintained by harmonious relations between the Company, the Employees and the Association and by the settlement of all differences in an amiable manner.

ARTICLE 2
INTERPRETATION AND EXTENT

2.01

In accordance with the "Certification" granted to the XL Meats Employees Association by the Labour Relations Board of Alberta under Certificate No: 192-84 dated July 31st, 1984, as amended, the Company recognized the association as the exclusive representative for the purpose of collective bargaining of its plant employees for its XL Meats Plant Operations in respect to the rate of pay, wages, hours of employment and other conditions of employment.

2.02

Whenever the male pronoun is used, it shall be deemed to include the female pronoun and vice versa, and whenever the singular is used, it shall be deemed to include the plural, and vice versa.

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2.03

The Company and the Association will endeavour, by mutual agreement, to introduce a working liaison through committee structures to develop a team approach to promote safety, efficiency and harmonious relations.

ARTICLE 3

MANAGEMENT FUNCTIONS

3.01 (a)

Subject to the provisions of this Agreement, the Association acknowledges that the Company has and retains the sole, exclusive right and responsibility to manage its operations, plants **and** business **as** it sees fit, including but not **limited** to the following:

(i)

To direct the working forces including the right to decide, from time to time, on the number and classification of employees needed by the Company or required for any task and/or work unit, to organize or assign work, to schedule shifts, to hire, to promote, to transfer, to lay-off, to recall and, for good and proper reason, to demote any employee(s);

(ii)

To maintain order, discipline and efficiency in **all** operations;

(iii)

To make **and** to alter from time to time rules **and** regulations to be observed by all employees;

(iv)

To discipline, suspend or discharge employees for proper cause.

3.01 (b)

The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically controlled by this Agreement. The Company therefore retains all rights not otherwise specifically covered in this Agreement.

3.02

The Company agrees that it is not the function of persons of, or above, the rank of Supervisor, to perform work currently performed

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by employees covered **by** this Agreement except when such performance:

3.02 (a)

Is clerical in nature or is for the purpose of instructing, experimenting, investigation, demonstrating, replacing **of** any employee who is absent from his job during the shift, sharpening knives, coping with an emergency;

3.02 (b)

Is for the purposes **of overcoming** production difficulties caused by the absence of an employee. In such cases the Company will endeavour to obtain suitable replacements as soon as reasonably possible;

3.02 (c)

Is limited to occasional work, negligible in amount.

3.03

The Association acknowledges that the Company may assign a salaried Employee, as part **of** the Management Training Programme, to work alongside of various employees covered by the Agreement, as long as the number of such employees does not exceed three (3) at any one time, and provided no employees shall be demoted, laid **off** **or** discharged, nor shall promotion be adversely affected to create positions for Management Trainees.

3.04 (a)

The Company shall have the right to assign an employee to the position of Temporary Supervisor for the purposes of training and to provide relief of temporary increases in work loads, annual vacations and other such absences.

3.04 (b)

Employees assigned to the position of Temporary supervisor shall continue to be governed by all the terms and conditions of the Agreement. During such assignments, the Temporary Supervisor shall not have the right to hire, fire or discipline, but shall be required to direct the activities of employees supervised.

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3.04 (c)

The Company shall advise the Association in writing, in advance where possible, of all assignments to the position of Temporary Supervisor, including the shift or department assigned to, the nature of the assignment and the expected duration, where applicable.

3.04 (d)

Any Employee that acts in the capacity of a Temporary Supervisor shall be paid one dollar (\$1.00) per hour above the highest master file rated hourly wage that he is regularly supervising, in his capacity as a Temporary Supervisor, or over his master file hourly rate, whichever is greater.

ARTICLE 4

ASSOCIATION RECOGNITION

4.01

The Company and/or its representatives recognize the Association as the sole and exclusive bargaining representative of all XL Meats Plant Operations employees, as referred to in the certification issued by the Labour Relations Board of Alberta, as defined in Article 2, Section 2.01 of this Agreement.

4.02 (a)

Association representatives shall be permitted entry to the Company's XL Meats Plant Operations in order to carry out their required duties on receipt of permission from the applicable Plant Superintendent or his designate.

4.02 (b)

Association representatives will not interfere with employees during working hours unless permission is granted nor shall they unduly occupy the time of employees during working hours.

4.02 (c)

The Company shall exercise reasonableness in the handling of requests for the permission referred to in Section 4.02, Sub-Sections 'a' & 'b' above.

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4.03

Employees and/or Association representatives shall not engage in any Association activity on Company property or during working hours, except as expressly provide for in this Agreement.

ARTICLE 5

ASSOCIATION REPRESENTATION

5.01

The Company shall recognize Employees of its XL Meats Plant Operations appointed or elected as Officers of the Association Executive, elected as Stewards and appointees to approved committees expressly provided for in the Agreement.

5.02 (a)

The Company shall not be required to recognize more than one (1) Steward in each of its designated departments. The Company shall advise the Association, in writing, of designated departments, amendments to these departments or any new departments created.

5.02 (b)

The position of Chief Steward or Chief Shop Steward shall not be recognized in addition to the Stewards referred to in Section 5.02 (a) above.

5.03

The Association shall advise the Company in writing, in advance, the names of all Stewards, the department they represent and all committee members of the committees referred to in the Agreement, when appointed or replaced by the Association. The Company shall supply the Association with a corresponding list of the Company representative to committees referred to in the Agreement.

5.04

The Company shall pay employees and/or employee Association representative referred to in this article their regular master file straight time rate of pay for normal time spent in meetings with representative of the Company required during their regular hours or work

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5.05

Association representatives shall not leave their work to process or deal with any matter without first advising and receiving approval from their immediate Supervisor. The Company shall exercise reasonableness in their handling of such requests.

5.06

The Company shall provide a bulletin board, for the exclusive use of the association, to post official Association notices. The Association agrees that such notices shall require the approval of the Company before being posted.

ARTICLE 6

ASSOCIATION SECURITY AND MEMBERSHIP DUES

6.01

The parties agree that as a condition of employment, all employees shall become and maintain such membership in the Association within thirty (30) days.

6.02

For the purposes of this Agreement, employees shall be deemed to maintain their status of a member in good standing of the Association provided that they have made proper application for membership in the Association and pay the properly constituted initiation fees, dues and assessments of the Association.

6.03

The Company agrees to ensure that all new employees complete the required application card for Association membership prior to commencing employment and to forward the completed application to the Secretary/Treasurer of the Association.

6.04

The Association shall provide the company with blank application forms.

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6.05

Employees shall be required to sign an irrevocable authorization for the deduction of Association dues, assessments and initiation fees levied in accordance with the Association's Constitution and/or By-Laws. Such authorization shall be on a form that:

6.05 (a)

- meets the standards prescribed by the laws and regulations of the Province of Alberta;

6.05 (b)

- is supplied by the Association.

6.06 (a)

This Company shall, during the term of this agreement, deduct weekly dues from each of those employee's wages on their bi-weekly pay deposits, the sum or sums referred to in Section 5.05.

6.06 (b)

All such deductions shall be remitted bi-weekly to the Secretary/Treasurer of the Association, along with a list of the employees from whom such sums were deducted.

6.06 (c)

The above deductions shall commence, in the case of each employee who is in the employment of the Company at its XL Meats Plant Operations and who is a member of the Association, on the effective date of this Agreement. In the case of new employees, hired and who become members of the Association subsequent to the signing of this Agreement, such deductions shall commence with the second (2nd) pay-day following the date of hire.

6.07

The Association shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken, or not taken, by the Company in complying with any provision of this Article.

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ARTICLE 7
CONTRACTING OUT

:

7.01

It is agreed that the Company may contract out work normally performed by employees covered by this Agreement.

7.02

The Company will consider the following relevant factors before contracting out such **work**

- (i) any adverse effect on employees;
- (ii) availability of required skills;
- (iii) duration **and** frequency of the **job**;
- (iv) urgency of the job;
- (v) economics of the situation;
- (vi) availability of required equipment.

7.03

The Company agrees to provide the opportunity for an employee to submit a bid, on an open competition basis, for work projects that can be completed after regular, normal hours of plant operation provided the employee can establish himself **as** a valid independent contractor in accordance with any Federal, Provincial and/or Municipal Government Legislation and/or Regulations and provided the employee can meet and satisfy the requirements of the Company's Bid Specification(s) **as** may be set out by the Company from time to time. **Any** such bid work will be awarded on a merit basis in accordance with the provisions of Section 7.02 of this Article.

ARTICLE 8
NO CESSATION OF WORK

8.01

The Association agrees that there shall be no strikes, slow-downs, other curtailment or restriction of production or interference with work during the life of this Agreement.

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8.02

It is agreed that the Company will not, during the term of this Agreement, lock out employees,

8.03

The Company recognized that employees may honour a legal picket line, established at the entrance to Company property, and agrees that employees will not be disciplined for refusal to cross such a legal picket line.

ARTICLE 9

NON-DISCRIMINATION

9.01

The Company and the Association agree that there shall be no intimidation, coercion, restriction or discrimination exercised or practised by either party to this Agreement in respect of any employee or group of employees for any reason.

ARTICLE 10

SENIORITY

10.01

Seniority for the purposes of this Agreement shall be defined as Company seniority and departmental seniority. Company seniority shall apply to all employees of the Company, and department seniority shall apply to employees within their respective departments.

10.02

Company seniority shall mean the length of an employee's continuous employment with the Company and department seniority shall mean the Company seniority of the employee's within a department.

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10.03 (a)

A new full-time employee shall be considered on probation and seniority shall not commence until such time as he/she has worked one hundred (100) consecutive **working** days from his/her day of hire.

10.03 (b)

On completion of the probationary period, an employee's seniority date shall revert to the last date of hire.

10.03 (c)

Probationary employees shall have no seniority rights during the probationary period and may be terminated or discharged where the Company, in its discretion, determines that they are unsuitable or unsatisfactory.

10.04

An employee's seniority shall be lost and employment terminated for **any** of the following reasons:

10.04 (a)

- voluntary resignation or retirement:

10.04 (b)

- discharge without reinstatement pursuant to the terms of the Agreement:

10.04 (c)

- employee is absent without leave for two (2) consecutive days of scheduled work or two (2) separate scheduled days of work in a thirty (30) calendar day time period;

10.04 (d)

- employee has been on lay-off from the Company for a period of more than ninety (90) days;

10.04 (e)

- failure to report to work within seven (7) days after mailing **of** double registered notice of recall;

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10.04 (f)

- employment with another employer while on approved leave of absence or absence due to sickness or accident and is receiving either Workers' Compensation benefits or benefit payments under the Company's Health and Welfare benefit programme, and the Company has not approved, in writing, such interim employment;

10.04 (g)

- after absence due to sickness or accident of twelve (12) months. In the case of an employee returning to work, from a prolonged absence, the Company shall require the employee to provide a medical certificate from their physician stating that he is fully capable of performing the work available. The Company may elect to have such employee **examined** by the Company's physician and in the case of where there is a difference of medical opinion **as** to whether or not the employee is capable of performing the work available, the employee agrees to be examined by a physician mutually agreed upon to make such final determination.

10.04 (h)

- employees who maintain two (2) full-time jobs shall be terminated. Written permission must be obtained from the applicable Plant Superintendent **to** work **a** second part-time job.

10.05 (a)

An employee's seniority shall be maintained and accumulated during:

(i)

absence due to an occupational accident that occurred while in the employment of the Company;

(ii)

authorized leave of absence unless as otherwise provided in Article 23 - Leaves of Absence in this Agreement;

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10.05 (b)

Seniority shall be maintained but not accumulated during absence due to:

(i)

temporary illness of non-occupational accident not exceeding twelve (12) months;

(ii)

temporary lay-off.

10.06

In the case of temporary illness or non-occupational accident causing absence, not exceeding thirty (30) days, the employee shall keep his last permanently assigned job function providing, on his return to work he provide a written medical certification confirming, and can demonstrate, that he is fully capable of performing the assigned work. On return from such absence exceeding thirty (30) days the employee may be assigned other work that he is capable of performing.

10.07 (a)

An employee who permanently transfer from any other operation of the Company shall retain any prior seniority rights he possesses as a result of his continuous service with the Company in such other operation.

10.07 (b)

In the event of an indefinite lay-off at either Company's XL Meats operations, the Company agrees that it will first offer to such laid off employees who may be qualified to fill any vacancies at the Operation that is not in lay-off, the opportunity to permanently transfer to such Operation before it fills any vacancies in that Operation.

10.08

The Company shall prepare seniority list on a bi-monthly basis indicating Company and departmental seniority and each employee's classification. Copies of such lists shall be posted to all bulletin boards and a copy shall be forwarded to the Association.

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ARTICLE 11

LAY-OFF

:

11.01

In the case of a reduction in the work force, the Company shall consider the following factors in determining which employee(s) shall be laid off:

(i)

the ability, knowledge, training, skill, efficiency and physical fitness of the employee to **perform** the available work;

(ii)

the Company seniority of the employee(s) affected with the employee's department;

When in the judgment of the Company, (i) above is to **ail** intents and purposes equal between two (2) or more employees, the employee(s) having the least company seniority within an affected department shall be the first to be laid off.

Without mitigating the **full** force and effect of the provision of the tests to be applied, in the event of a layoff, to determine which employees are to be laid off, it is agreed and understood by **both** parties that it is the intent of this language to layoff starting first with the most junior employee who is less qualified to do the available work.

11.02

In the case of a shut-down of the Company's XL Meats Plant Operations or section thereof, resulting in the lay off of employees, the Company shall lay off employees in accordance with their Company seniority within the employee's department and ability, commencing with the least senior employee with the least ability.

[Reference: Letter of Understanding]

11.03 (a)

In the event of an emergency shut-down of the Company's XL Meats Plant Operations or section thereof that is three (3) working days or less, employees directly affected may be temporarily laid off without regard to other provisions of this Agreement that apply to lay-off

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and recall.

11.03 (b)

"Emergency" shall mean an extreme situation beyond the genuine control of the Company, rendering the facilities, or section thereof, physically inoperative or unsafe to operate.

11.04 (a)

In the event of a lay-off, other than an emergency that is less than *sixty* (60) days, the Company shall give the Association, and the employee(s) affected the following notice:

(i)

No notice shall be given to probationary employees;

(ii)

Two (2) working days of notice shall be given to **all** regular employees.

11.04 (b)

The Company shall not be required to provide any renewal of the notice referred to and provided under Section **11.04**, Sub-Section "a" of this Article above to any employee(s) that have been temporarily laid-off and who have ~~been~~ subsequently required to return to work on a short term basis.

11.04 (c)

Notwithstanding the provision of Section **11.04**, Sub-section "b" above in the Article, the Company agrees that in the event an employee is recalled from an indefinite lay-off, for work that exceeds five (5) days, the Company will be required, in the event of another layoff, to issue proper lay-off notices to such employee(s) in accordance with Section **11.04**, Sub-Section "a" above.

11.05

Employees laid off will be recalled in the inverse order of lay-off, in accordance with the provision of Section **11.01**.

11.06 (a)

Except as is provided in Section **11.06**, Sub-section "b" below in this Article, an employee' rights while on lay off shall be limited to the

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right of recall as provided in Section **11.05** above and the retention of seniority held at the time of lay-off as provided in Article **10**, Section **10.05**, Sub-Section "**B**" of the Collective Agreement.

11.06 (b)

The Company agrees that it will continue to make available the benefits as provided under Article **22** - Health and Welfare of the Collective Agreement to those eligible employees who are laid off for definite time periods. Employees who are otherwise laid off for indefinite time periods which **will** not exceed ninety (90) days **will** be given the opportunity to make individual prior arrangements for the payment of the full premium of any applicable benefit plans to assure the continuance of such benefits **during** the period of their indefinite lay-off. It is understood that any such coverage under Company benefit plans shall cease when the employee on lay off take employment in accordance with the provisions of Article **10**, Section **10.04**.

11.07

It shall be the responsibility of the employee to notify the Company of his current mailing address and telephone number.

ARTICLE 12

COMPLAINT PROCEDURE

12.01

The parties agree it is desirable that any complaints be settled as quickly as possible. Employees are therefore urged to ~~try~~ to settle their complaints with their immediate supervisor as soon after they arise **as** possible.

12.02

If, during the term of the Agreement, there should arise any difference between the Company, and employee(s) and/or the Association regarding the interpretation, application, administration, alleged violation, or a question as to whether or not any matter is arbitrable, an earnest effort shall be made to settle the difference in the following manner:

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STEP 1

The employee will first discuss the matter with his immediate supervisor before the close of the shift during which the difference occurred, or by no later than the close of the employee's next scheduled shift, and endeavour to conclude a mutually agreeable solution.

STEP 2

Failing a satisfactory settlement of the complaint at Step 1 the employee(s) concerned, with the Association steward from his department, may present the difference to his immediate supervisor, provided it is submitted in writing by the employee in accordance with Section **12.09** of this Article, within seven (7) calendar days from the time the matter first arose. If, within seven (7) calendar days from presentation of the complaint to the supervisor, a decision satisfactory to the employee(s) is not received, the employee(s) may request the matter be advanced to Step 3, provided the request is made in writing by the employee within seven (7) calendar days from the date the supervisor's written response was received.

STEP 3

Failing a satisfactory settlement of the complaint at Step 2 the employee, with the Association Steward from his department present, may present the matter in writing, in accordance with Section **12.09** of this Article, to the Plant Superintendent. The Plant Superintendent shall conduct an investigation of the employee's complaint and shall provide a written response to the employee within seven (7) calendar days.

12.03 (a)

Failing a satisfactory settlement of the matter the complaint may be submitted to Arbitration within ten (10) working days from the date of the written response referred to in Step 3.

12.03 (b)

Notwithstanding Section **12.03** Sub-section (a) above; in the event a mutually satisfactory settlement has not been reached at the conclusion of Step 3 the parties may, prior to advancing the dispute to Arbitration, upon mutual agreement elect to use the Mediation

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Services Branch of the Alberta Department of Labour to attempt to mediate the dispute. The Mediator's recommended settlement of the dispute in question shall not be binding on either party. This option must be undertaken with five (5) working days from the date of the written response referred to in Step 3.

12.04

If a complaint is not submitted by an employee(s) or the Association within the time limits set out in the complaint and arbitration procedures contained in this Agreement, the matter shall be deemed settled on the basis of the Company's last written response. If the Company's decision is not given within the time limits specified herein, the complaint shall be deemed settled on the basis of the Association's last **written** response.

12.05

Any of the time limits set out in the Article may be extended by mutual agreement, in writing, of the parties hereto.

12.06

The Company and the Association shall make every reasonable effort to schedule meetings to discuss and resolve complaints during regular working hours. An employee(s) shall be paid the regular straight time rate of pay for attending such meetings during his normal working hours.

12.07 (a)

In the event that any differences arise between the Company and the Association as to the interpretation, application, administration or alleged violations of the provisions of this Agreement, either party shall have the right to present a policy complaint.

12.07 (b)

Policy issues must be submitted in writing at Step 2 of the complaint procedure, in accordance with Section 12.09 of this Article, within seven (7) working days of the alleged incident that initiated the complaint.

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12.07 (c)

A committee shall be formed and meet within five (5) working days after presentation of the policy complaint to resolve the matter. This committee shall be called the Policy Complaint Review Committee. If the Policy Complaint Review Committee fails to satisfactorily resolve the matter, either party may within thirty (30) working days of this meeting, give notice in writing to the other party requesting the matter proceed to Arbitration in accordance with Article 13.

12.08

The Complaint Review Committee referred to in Section 12.07, Sub-Section (c) of this Article shall be composed of three (3) representative of the Company and three (3) representative of the Association.

12.09

Complaints shall be submitted in writing, on a form to be supplied by the Company, and shall clearly specify the nature of the issue(s), the Article(s) and/or Section(s) and/or Sub-Section(s) in dispute and the remedies sought.

ARTICLE 13

ARBITRATION PROCEDURE

13.01

Either party to this Agreement may, in accordance with the provision of this Agreement, and upon completion of Step 3 of the complaint procedure, notify the other party, in writing, of its desire to submit to a Board of Arbitration an unsettled complaint relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether the matter is arbitrable.

13.02 (a)

The Board of Arbitration referred to in Section 13.01 of this Article, shall be composed of three (3) members and shall be established in the following manner:

(1)

Within seven (7) working days following receipt of such notice,

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the Company and the Association shall each select a representative to serve on the Board of Arbitration;

(2)

No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration;

(3)

The nominee of the Company and the nominee of the Association shall, within five (5) working days after they have each been selected, choose an additional member to act as Chairperson;

(4)

In the event of failure of the nominees of the Company and the Association to agree upon a Chairperson within five (5) days specified, the Minister of Labour shall be immediately requested to name a third (3rd) member who shall act as Chairperson of the Board of Arbitration;

(5)

Within five (5) days of the appointment of the impartial Chairperson, the Board of Arbitration shall sit to consider the matter in dispute and shall render a decision within thirty (30) calendar days after its last session.

13.02 (b)

It is understood and agreed that the time limits, as set out in Section 13.02, Sub-Section (a) of this article, may be altered by mutual agreement, in writing, between the Company and the Association.

13.02 (c)

A complaint submitted to the Board of Arbitration shall be in writing and shall clearly specify the nature of the issue(s), the Article(s) and/or Section(s) and/or Sub-Section(s) in dispute and the remedies sought.

13.03

Notwithstanding Sections 13.01 and 13.02 of this Article, the parties may agree to the appointment of a single Arbitrator with the same powers as a Board of Arbitration. In such cases, within seven (7) working days of the notice referred to in Section 13.01, the Company and the Association shall select an Arbitrator that is mutually

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acceptable to both parties. If agreement cannot be reached on the appointment of a single Arbitrator within five (5) working days, a Board of Arbitration shall be appointed in accordance with the provisions of Section **13.02** of this Article.

13.04

A Board of Arbitration or Single Arbitrator, appointed in accordance with this agreement, shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or alter, modify or amend any part of the provisions, or deal with any matter not contained herein.

13.05

A decision of the Single Arbitrator or of majority of the Board of Arbitration shall be **final** and binding on all parties involved.

13.06

No matter may be submitted to arbitration that has not been processed through the complaint procedure. This provision may be waived upon the mutual agreement, in writing, between the two (2) parties.

13.07

The Company and the Association shall equally share the cost of the Single Arbitrator or the Chairperson of the Board of Arbitration and each of the parties shall bear the cost of their own representatives and witnesses.

13.08

An Arbitration Board or Single Arbitrator, selected in accordance with this Agreement, shall render a written decision to the parties hereto within thirty (30) calendar days of the date of the conclusion of the Arbitration hearing. This time **period** may be altered with the consent of both of the parties to this Agreement.

13.09

Prior to proceeding with the arbitration process referred to in this Article, and in accordance with Article 12, Section 12.03, Sub-Section (b) the parties hereto may, prior to advancing the dispute to

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Arbitration may upon mutual agreement in writing elect to refer the matter in dispute to the Mediation Service Branch of the Alberta Department of Labour to attempt to mediate the dispute.' The Mediator's recommended settlement of the dispute in question shall not be binding on either party. This option must be undertaken within five (5) working days from the date of the written response referred to in Step 3 of the complaint procedure contained within this Agreement.

ARTICLE 14 **DISCIPLINE AND DISCHARGE**

14.01 (a)

No regular employee shall be disciplined or discharged without just cause.

14.01 (b)

No employee may be disciplined or discharged without being given the opportunity to have ~~an~~ Association Steward from his department present at his disciplinary hearing. In the event the Association Steward from his department is not available the employee may request such ~~other~~ Association Steward who is available to be present at his disciplinary hearing.

14.01 (c)

It is agreed by both parties that the presence of an Association Steward at any administrative or disciplinary hearing is entirely at the option of the respective employee.

14.01 (d)

Employees will be informed of the reason for their reprimand, suspension or termination in writing and a copy will be forwarded to the Association and the Human Resources Department of XL Foods Ltd.

14.02 (a)

If a regular employee believes he has been unjustly disciplined, suspended or discharged, he may request the matter be dealt with as a complaint.

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14.02 (b)

Any such complaint must be presented, to the Company in writing in accordance with Article 12, Section 12.09 within five (5) working days of the disciplinary action taken by the Company and shall be dealt with at Step 2 of the complaint procedure (Article 12).

14.02 (c)

Failure of an employee to file a written complaint within five (5) working days will serve to declare that the disciplinary action taken by the Company as being valid and binding.

14.03

Termination of an employee who has not completed the probationary period as set out in Article 10 shall not be subject to challenge by the Association or the employee under the terms of this Agreement.

ARTICLE 15

HOURS OF WORK AND OVERTIME

15.01

The provisions contained in this Article are established for payroll calculation purposes only, and shall not be construed as a representation or guarantee by the Company or guarantee to any employee of any time or period of work or employment.

15.02 (a)

The normal straight time hours of work for employees shall be based on eight (8) consecutive hours of work in any twenty-four (24) hour period commencing at the start of the employee's first regularly scheduled shift for five (5) consecutive days in any calendar week.

15.02 (b)

Notwithstanding Section 15.02, Sub-Section "a" above the Association agrees that the Company may reduce without notice, at any time, the normal straight time hours of work of any employee by up to one hundred and thirty-two (132) regularly scheduled hours in each calendar year provided that such reductions in the employee(s) normal straight time hours of work do not exceed eight (8) hours in any one (1) given week.

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15.03

An employee assigned to an eight (8) hour schedule shall be paid overtime **as** follows:

(i)

Time and one-half (**1.5X**) for hours worked in excess of eight (8) hours in a scheduled work day;

(ii)

Time and one-half (**1.5X**) for **all** hours worked on the employee's first scheduled day of rest that are in excess of forty (40) regularly scheduled hours in the scheduled five (5) consecutive day work week cycle;

(iii)

Double time (**2X**) for **all** hours worked on the employee's second scheduled day of rest providing the employee **has** worked the overtime assignment on his first day of rest [**(ii)** above] in his scheduled work week cycle. In the event the employee has not worked overtime on his first day of rest in his scheduled work week cycle then the employee shall be paid time and one-half (**1.5X**) for **all hours** worked on the employee's second scheduled day of rest.

It is understood and agreed by both parties that for the purposes of calculating the core hours required to be worked by an employee in an employee's scheduled work week cycle before being eligible to being paid the applicable overtime rate for any hours worked on either the employee's first (1st) or second (2nd) day of rest, any absence during a regularly scheduled work week cycle will be considered **as** time worked if the employee provides good and proper reason in the form and manner prescribed in Article 15, Section 15.13, Sub-Section "b", items **(i)** and **(U)** of the Collective Agreement.

15.04

It is understood and agreed that where an employee is required to work an overtime assignment, such assignment shall be considered scheduled work. Except in the case of any emergency, beyond the control of management, the Company shall advise the employee(s) a minimum of five (5) hours before the end of the employee(s) regularly scheduled shift after which the overtime was to be worked, if the overtime so scheduled is to be cancelled.

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The parties agree that this section of the Collective Agreement shall be applied as follows:

- no employee **will** be required to work more than ten (10) hours of overtime in any one (1) week;
- employees shall be given notice of any scheduled overtime requirements by the end of the lunch period on the day preceding the requirement for such overtime.

15.05

An employee's work schedule shall not be changed during any one (1) week or cycle for the purpose of avoiding the payment of overtime rates or premiums.

15.06 (a)

The Company shall give the employee forty-eight (**48**) hours notice of a change in shift schedule. ~~Where~~ such notice is not given, the employee(s) shall be paid time and one-half (**1.5X**) for the first four (**4**) hours of regular hours worked following the change. This provision shall not apply to **a** new employee's initial assignment to a regular shift.

15.06 (b)

The provisions of the section shall not apply to an employee requesting a change in shifts for personal reasons. No employee shall be allowed to change shifts under any circumstances without first receiving the written approval of his immediate supervisor.

15.06 (c)

The schedule of an employee may be changed without notice in the event of the unscheduled absence of other employees, or in the event of any emergency such as a fire, flood, breakdown of machinery or other major disruptions genuinely beyond the control of the Company.

15.07 (a)

Daily hours of work shall be consecutive, with the exception of a fifteen (15) minute paid rest break in the first half of the work day, a thirty (30) minute unpaid meal period, and a fifteen (15) minute paid rest period in the second half of the day.

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15.07 (b)

The Company may vary the schedule of either the rest **break(s)** or the meal period for the purposes of overcoming production difficulties that are genuinely beyond the control of the Company, except that the rest **break(s)** shall not be added to the meal period.

15.07 (c)

In the event an employee is required to work in excess of twelve (12) hours in a given day, that employee shall receive a paid meal allowance of ten dollars (\$10.00) to be paid in the next concurrent pay day in conjunction with the employees regular pay.

15.08

It is understood and agreed that there shall be no pyramiding of overtime hours, rates or premiums contained in this agreement.

15.09

The Company shall distribute overtime **as** equitable as practicable among the employees **within a** classification, within a department.

15.10

An employee who is called out to work unscheduled overtime shall be paid a minimum of four **(4)** hours at the applicable overtime rate. In the event the work exceeds four **(4)** hours, the applicable overtime rate shall apply for all hours worked.

It is understood and agreed by both parties that in the event an employee is called out to work a minimum of four (4) hours unscheduled overtime that a reasonable allowance of time will be given, **as** part of such four **(4)** hours of required overtime, to report to perform the required work provided that such allowance does not aggregate with the overtime hours actually worked to exceed to four (4) hour call out **period**.

15.11

In the event an employee is injured at work and unable to complete the shift, as determined by the Company's Health & Safety Coordinator or the Corporate Physician(s), the Company shall pay the employee for the balance of such shift at his regular master file rate

of pay providing the injured employees secures a medical certificate for the attending physician and presents such medical certificate to the Company prior to starting his next scheduled shift.

15.12

It is understood and agreed that none of the overtime provisions of this Article shall apply or be paid because of personal arrangements between employees. Employees wishing to change shifts for personal reasons, must obtain prior written approval of the Plant Superintendent.

15.13 (a)

An employee(s) shall report by telephone to his immediate supervisor, or in a prescribed manner, prior to the start of his scheduled shift, sickness/injury or inability to report to work. Failure to so properly report and failure to provide good and proper reason for such absence in a form and manner that is acceptable to the Company, shall constitute the employee as being considered absent without leave and the employee may be subject to disciplinary action.

15.13 (b)

The "good and proper reason(s)" for the absences referred to in Section 15.13, Sub-Section "a" above shall be demanded from the employee by the Company in a manner consistent with the merits of the situation surrounding the absence and the form and manner of such good and proper reason, to be provided by the employee for such absence(s), shall be acceptable to the Company if:

(i)

In the case of absence due to sickness or injury, it is in the form of a written medical certificate, from an attending medical physician, which gives specific details of the nature and extent of the employee's sickness or injury: or

(ii)

In the case of absence due to inability to work, other than sickness or injury, it is in the form of bona fide documentation that is appropriate and relative to the situation causing such inability to work.

ARTICLE 16
PREMIUM RATES

16.01
Shift Premiums

Thirty-five cents (**\$0.35**) per hour for any shift that is started between 15:00 hours (**3:00 p.m.**) and **03:59** hours (**3:59 a.m.**) provided that such shift that is started is completed **as** scheduled.

16.02 (a)
First Aid Attendant

(i)
Twenty-five cents (**\$0.25**) per hour for every **hour** of scheduled work worked by regular employees Certified **as** a First Aid Attendant in accordance with Alberta Regulation No. **299/81** that are selected by the Company, providing that the total number of employees receiving this premium does not exceed three (3) First Aid Attendants at the Foothills Plant Operation and **two (2)** First Aid Attendants at the Bonnybrook Plant Operation at any one time.

16.03 (a)
Lead Hand

Employees appointed to the function of lead hand shall be paid a premium, in accordance **with** the schedule listed in Section **16.03**, Sub-Section "c" below of the Article, **per** hour above such employee's master file rate or the highest rated regular hourly master file rate(s) of employees in the specific **and** limited work **area**, or specific production function(s) or work crew that he is assigned to regularly supervise, providing that such employee that is assigned as lead hand, possesses the valid **and** requisite trade certification(s) and/or requisite job function skills of the employees so supervised.

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16.03 (b)

In the event that the employee that is assigned to the function of lead hand does not possess the valid and requisite trade certification(s) and/or requisite job functions skills of the employees that he is assigned to supervise, as referred to in Section 16.03, Sub-Section "a" above then such employee will be paid the premium for the lead hand function at the applicable rate per hours, as defined in Section 16.03, Sub-Section "c" below as follows:

(i)

Above his regular master file rate or the highest rated regular hourly master file rate of the employees **being** supervised that do not possess the requisite trade certification(s), whichever regular hourly master file rate is higher; or

(ii)

Above the highest rated regular hourly master file rate of the employees being supervised that possess the requisite job function skills, whichever regular hourly master file rate is lower.

16.03 (c)

Lead hand premium rates referred to in Section 16.03, Sub-Sections "a" and "b" above shall be applied to the employees selected to perform the function of lead hand on the basis of the following criterion as determined by the Company:

Lead Hand - 1 - \$1.00/hour

Entrance level - no previous experience as a lead hand.

Lead Hand - 2 - \$1.25/hour

Intermediate level - 1 year minimum lead hand *experience*.

Lead Hand - 3 - \$1.50/hour

Senior level - 1.5 years minimum lead hand experience.

16.04

The premiums contained in the article shall be included in calculating overtime rates for lead hands.

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As an example, a lead hand currently earning a master file rate of **\$16.15 / hour + \$1.00 / hour**. The lead hand will be paid a total of **\$17.15 / hour** for each hour worked up to eight **(8)** hours in a given day. Hours in excess of eight **(8)** hours will be paid at an overtime rate of **1.5 x 16.15 @ \$24.23 + 1.5 x 1.00 @ \$1.50** for lead hand rare = **\$25.73 / overtime hour**.

ARTICLE 17

PROMOTION AND ADVANCEMENT

17.01

Employees **will** be eligible for promotion when **qualified** in functions typical of functions in their own pay class and can demonstrate the aptitude, ability and physical fitness to perform functions typical for the available work in the next higher pay class in the normal line of progression.

ARTICLE 18

PAY CLASS, JOB FUNCTIONS AND RATE OF PAY

18.01

The rates **of** pay for the typical functions in the established pay classes for employees shall be set out in Appendix "A" attached hereto and forming part of this Agreement.

18.02

Where a new job function **is** established, or where the content of existing job functions are substantially changed, or an employee is improperly classified, the pay classes, rate(s) of pay, and other related matters shall be established by the Company. In the event the Association disputes the Company's decision on the matter and fails to negotiate the difference, the matter may be a subject of a complaint and may be referred to arbitration. The arbitrator or Board of Arbitration, shall have the power to determine appropriate pay class, rates of pay, and other related matters in issue, effective the date the job functions were changed or new job functions were established. The Company shall, however, establish the rates of pay for new job functions until agreement, or the decision of an Arbitrator or Board of Arbitration has been given, at which time the

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rate of pay shall be retroactive hour for hour worked **in** the new pay class.

18.03

Time spent **on** or off the Company's Plant Operations, outside an employee's scheduled regular working hours, as required to attend meetings or group work sessions so as to complete requisite job function training, will be paid at the employee(s) regular master file straight time rate and such time will be used for the purpose of calculating overtime entitlement.

18.04

When, because of inability to **perform** the functions of the assigned job function, or because of ill health or by **his** own request, an employee is transferred to a low-rated job function and pay class, his hourly rate of pay will be adjusted immediately to the scale for such lower rated pay class **and** job function from the commencement **of** his assignment to the work in such new lower rated job function.

ARTICLE 19 PAYMENT OF WAGES

19.01

All employees shall be paid every second Friday using a direct bank deposit system.

19.02

An employee that voluntarily terminates employment shall be paid all accrued wages on or before the end of the next regular pay period. An employee that is terminated by the Company shall be paid **on** or before the second regular business day following the date of the employee's termination.

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ARTICLE 20
GENERAL PAID HOLIDAYS

:

20.01 (a)

The following days shall be recognized as General Paid Holidays for the purposes **of** this Agreement:

	New Years Day	(January)
*	Family Day	(February)
	Good Friday	(March/April)
**	Victoria Day	(May)
	Canada Day	(July)
**	First Monday in August	(August)
	Labour Day	(September)
	Thanksgiving Day	(October)
	Remembrance Day	(November)
	Christmas Day	(December)
	Boxing Day	(December)

*Family Day will be provided only as long as it is provincially approved for the current year.

20.01 (b)

i

Victoria Day and the First Monday in August shall be treated **as** floating holiday days for the purpose of this agreement.

ii

These floater days must be pre-approved and scheduled to be taken at a mutually agreeable date for the department and applicable plant operations.

iii

Floater days not requested to be scheduled within the current calendar year will be forfeited.

iv

Floater days requested and not scheduled due to production requirements will be paid at the employees regular master file rate at the end of the calendar year.

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20.02

An employee covered by this Agreement, subject to the conditions below, shall be entitled to straight time pay based on his normal hours of work for any of the General Paid Holidays covered by Section 20.01, Sub-section (a) and (b), provided;

(i)

that the employee has been in the employment of the Company for thirty calendar (30) days during the previous twelve (12) months;

(ii)

that the employee worked his last full scheduled shift immediately preceding and succeeding the General Holiday and on the General Holiday if scheduled to work;

(iii)

that if the employee is unable to report to work on the days identified in Section 20.02, item (iii) because of a bona fide illness or injury, he shall provide prior advice of his inability to work in the manner provided for in the Agreement and shall provide a medical certificate, that may be subject to verification by the company's doctor, substantiating his inability to report to work because of the bona fide illness or injury.

20.03

If an appropriate Governmental authority proclaims an additional General Paid Holiday during the term of this Agreement, Section 20.01, Sub-Section (a) shall be amended to include such General Paid Holiday so proclaimed.

20.04

Double the regular straight time hourly rate shall be paid to an employee for the normal shift hours worked on a General Paid Holiday in addition to being paid for the General Holiday.

20.05

Where a General Paid Holiday falls on an employee's scheduled day off, the employee may elect to be paid for the General Paid Holiday or receive an alternative day off at straight time pay, in conjunction with the employee's annual vacation, or any other day, providing

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either is mutually agreed to, in advance, by the Company **and** the employee.

20.06

For the purposes of General Paid Holidays only, a working day shall be defined **as** the twenty-four (24) hour period commencing at 06:00 hours (600a.m.) on the day of the General Holiday.

ARTICLE 21

VACATION ENTITLEMENT AND PAY

21.01

The purpose of annual vacation is to provide employees with a period of rest and relaxation away from their work environment, therefore, all employees shall be required to take their **annual** vacation during the year of vacation entitlement.

21.02

Employees for the vacation year, **as** defined in section 21.03 below shall be entitled to annual vacation with pay in accordance with the following schedule:

Completed Years of Employment	Weeks <i>of</i> Vacation	Vacation Pay as a % of Regular Earnings
1	2	4%
3	3	6%
8	4	8%

21.03

For the purposes of vacation entitlement, a vacation year shall be from **January 1st** to **December 31st** and **a** calendar week shall be five (5) working days for any employee working any eight (8) hour shift.

21.04

For the purpose of calculating vacation pay, the percentage (%) rate referred to in section 21.02 shall be applied to the employee's total hours paid by the Company, to a maximum of 2,080 hours, excluding taxable benefits, for the twelve (12) month period ending December 31st of the previous year.

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For the purpose of the above calculations, overtime hours will be calculated at straight time (one hour worked equals one hour paid).

Example of vacation pay calculation:

Regular Hours	1636
Vacation Hours	80
Statutory Holiday Hours	88
Paid Compassionate Leave	8
Overtime Hours Worked	<u>138</u>
Total Hours Paid :	1950
Master file Rate / Hour @	<u>10.00</u>
Total Earnings	\$19,500.00
Vacation Entitlement	<u>2%</u>
Vacation Pay	\$390.00 /week of vacation entitlement.

[Reference: Letter of Understanding]

21.05 (a)

An employee's vacation entitlement and vacation pay shall be based on the employee's completed years of service in accordance with Section 21.02 and Section 21.04 above.

21.05 (b)

Vacation entitlements must be taken during the year of entitlement after the employee has completed the required level of qualifying service time.

21.05 (c)

Vacation days not used within the year of entitlement will be forfeited.

21.05 (d)

Pay will not be given in lieu of taking a vacation day(s).

21.05 (e)

Notwithstanding the provision of Section 21.05, Sub-Sections "b" and "c" above, an employee, upon written application to the employee's immediate supervisor before the end of the third (3rd) month in the year of the employee's current vacation entitlement, may seek approval to have a portion, not exceeding two (2) weeks, of such

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current year's vacation entitlement held over to the next subsequent vacation year and combined with the full vacation entitlement of such subsequent vacation year, providing there **is** no conflict with dependent work functions nor with the vacation schedule **of** other employees within the employee's department.

It **is** understood that such holdover request will be considered only for those employees intent on travelling abroad and any approval to any such request by an employee is contingent on the employee providing proof, in advance, of travel arrangements for the extended **trip**.

21.06

Employees shall be required to submit their preference for vacation periods to their immediate supervisor, on the departmental basis, on or before April 1st **in** each year. The Company shall post approved vacation schedules, by department, on or before April 30th of that year.

21.07

The scheduling of vacations shall be granted based on Company seniority within the department by the crew. Vacation requests received after April 1st shall be scheduled, based on the date the application is received, on a first received, first scheduled basis. Insofar as possible, the Company shall grant vacations at times most desirable to employees, but the final allotment **of** vacations is reserved by the Company in order to ensure efficient and orderly operations.

21.08

If a General Paid Holiday(s), as set out in Article 20 **falls** within an employee's annual vacation period, such employee shall be entitled to an additional **day(s)** of vacation with pay on what would have been the first day(s) the employee would have worked after his annual vacation or any other day, providing either is mutually agreed to in advance, by the Company and the employee.

21.09

An employee shall receive his vacation pay for his scheduled

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vacation with his regular pay unless the employee instructs the Company in writing otherwise. The vacation pay can **be** provided up to fourteen (**14**) days in advance of the employee's scheduled vacation providing the employee request such vacation pay, in writing, **thirty** (30) days in advance.

21.10

An employee who quits or is discharged for cause shall receive the application percentage of his regular earnings **as** defined in Section **22.02**, **based** on service, to the date of the employee's termination of employment.

21.11 (a)

Notwithstanding anything contained in this Article, the Company may schedule vacation shut-downs for periods not to exceed four (**4**) calendar weeks in **any** one (**1**) calendar year.

21.11 (b)

The Company shall provide a minimum of **thirty** (30) calendar days notice of any such vacation shut-down referred to in Subsection (a) above.

21.11 (c)

Employees will have the option of scheduling their unused vacation entitlement and applicable vacation pay for the vacation year in which such shut-downs, as referred to in Sub-Section (a) above occur.

ARTICLE 22

HEALTH AND WELFARE

22.01 (a)

It is the employee's sole responsibility to make themselves aware of the terms and conditions of the Company's benefits plan. During the term of this Agreement, the Company shall make available the following benefits to eligible employees:

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(i) ALBERTA HEALTH CARE INSURANCE PLAN

Effective the first (1st) day of the month following the completion of nine (9) continuous months of service.

(ii) EXTENDED HEALTH CARE

All eligible employees and their dependents

Coinsurance* 100%
Deductible \$25.00 per calendar year per employee
(including dependents)

Effective the first (1st) day of the month following the completion of nine (9) continuous months of service.

* The amount of financial participation the insurance carrier will pay the medical physician or practitioner towards the usual (reasonable & customary) charge for medically required service.

The employee shall be responsible for charges that are assessed by a medical physician or practitioner that are in excess of the usual (reasonable & customary) charges for the medically required services and/or for any non-medically required service.

(iii) DENTAL CARE

All eligible employees and their dependents.

Dental Service	Coinsurance**	Limitation/Restrictions
Basic	100%	• No maximum amounts • "Annual" type check ups and "annual" type x-rays restricted to once every twelve (12) calendar months
Unlimited Major***	50%	\$1,000.00 maximum
Orthodontia	50%	*Restricted to dependent children under age 19 years • \$1,500.00 lifetime maximum

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Effective the first (1st) day of the month following the completion of nine (9) continuous months of service.

****** The amount of financial participation that the insurance carrier will pay towards the Alberta Dental Association Fee Guide for the dental service(s) performed. **Any** costs that are either over and above the Alberta Dental Association Fee Guide, or in excess of a specified co-insurance level, shall be the responsibility of the employee.

******* This does not include dental work classed as cosmetic and certain services may be restricted or classed as not covered under the terms of the carrier's basis policy.

(iv) LIFE INSURANCE

A flat maximum benefit of twenty-five thousand dollars and no cents (\$25,000.00)

Effective the first (1st) day of the month following the completion of nine (9) continuous months of service.

(v) ACCIDENTAL DEATH & DISMEMBERMENT

In the event of death a flat benefit of twenty-five thousand dollars and no cents (\$25,000.00).

In the event of dismemberment a twenty-five thousand dollars and no cents (\$25,000.00) benefit shall be pro-rated in accordance with the carrier's schedule.

Effective the first (1st) day of the month following the completion of nine (9) continuous months of service.

(vi) WEEKLY INDEMNITY

61% of regular straight time weekly earnings, rounded to the next multiple of \$1.00 if not already such multiple, to a **maximum** of \$730.00 / week.

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- Coverage Effective:
- First (1st) day of accident
 - First(1st) day of hospitalization either as an inpatient or outpatient provided the employee will be unable to work in excess of seven (7) calendar days.
 - Eighth (8th) day of illness, *if* not hospitalized.

Maximum benefit **period**: 17 weeks

No benefits payable if entitled to Worker's Compensation.

No benefits are payable during pregnancy leave for the ten (10) **weeks** either side.

Benefit premiums are non-taxable.

Effective the first (1st) day of the month following the completion of nine (9) continuous months of service.

(vii) **VISION CARE**

The **maximum** benefit of \$150.00 every 24 months would cover:

- purchase of standard eye glasses; frames, lenses or contact lenses.
- repair of broken glasses provided the benefit maximum of \$150.00 has not already been exhausted.
- claims must be accompanied by a new prescription (indicating a change in prescriptions).
- valid receipts from a recognized ophthalmic dispenser must accompany each claim.
- no annual deductible applicable.
- claims will be eligible if submitted within 90 days of receipt.

No coverage **would** be extended for:

- sun-glasses or safety glasses.
- tinting of current or new lenses.
- lost or stolen glasses.
- repeat prescriptions (no change in **the** current prescription).

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Effective the first (1st) day of the month following the completion of nine (9) continuous months of service.

22.01 (b)

Without altering or otherwise mitigating the conditions, terms and/or provisions of the policy of the Company's contract carrier for the weekly indemnity benefit provided under Section **23.01**, Sub-Section (a), Item (vi) above, the Company agrees to recognize the full attendance of its employees through the implementation and administration of a policy and procedure on "Attendance Credits".

The parties agree that the protocol that will be followed for the establishment and administration of Attendance Credits will be:

1. The company will award each regular employee an Attendance Credit equivalent to one half (**1/2**) day or four (**4**) regular hours that such employee works for his full scheduled shifts in each calendar month of each calendar year;
2. Attendance Credits will be accumulated in the calendar year in which such credits are earned;
3. In the calendar year immediately following the calendar year in which the Attendance Credits have been earned and accumulated the employee may use such Attendance Credits to reduce the required waiting period specified for a non hospitalized injury or sickness in Article 22, Section 22.01, Sub-Section 22.01 (a), item "vi" of the Collective Agreement
4. Attendance Credits may only be applied one (**1**) year in arrears from the year in which they have been earned;
5. Attendance Credits shall only be accumulated for a given calendar year and the balance of such credits not used (**as in item #3 above**) at the end of the calendar year following the calendar year in which they were earned shall be forfeited and not carried over into a subsequent calendar year(s);

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6. Absences from scheduled work as result of approved leaves of absences **as** provided under Article 23, Sections 23.01, 23.02 and 23.03 and vacation days, provided such vacation days taken are for the current vacation year's entitlement, shall be considered for the purposes of determining an earned Attendance Credit in a given calendar month, as a day worked;
7. All other absences, including those absences as a result of approved compassionate leave(s) provided under Article 22, Section 22.08 and absences offset by Worker's Compensation shall be considered, for the purposes of determining **an** earned Attendance Credit in a calendar month, **as** a day not worked.

22.02

Notwithstanding Section 22.01 of this Article, the Company shall not be required to provide for the continuance of either the benefits nor the payment of any of the respective benefit premium costs of the benefits listed in Section 22.01 after.

(i)

Termination of employment as set out in Article 10, Section 10.04;

(ii)

Lay-off **from** employment as set out in Article 11, Sections 11.01, 11.02 and 11.06 (a) and 11.06 (b).
22.03.

It is understood and agreed that all of the above benefits shall be subject to individual policy conditions and that further details shall be set out in an employee benefit booklet. The Company shall provide the Association with a copy of such booklet

22.04 (a)

The Company may change insurance carriers **from** time to time, but any such change **will** not result in a decrease of the benefits referred to in this Article.

22.04 (b)

The Association recognized that the Company is not the insurer and all benefits are payable by the insurer and not the Company

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ARTICLE 23
LEAVES OF ABSENCE

:

Bereavement Leave

23.01 (a)

In the event a death occurs in an employee's immediate family (spouse, son, daughter, mother, father, sister, brother, grandparents, grandchild, mother or father-in-law, common-law spouse) such employee, on request in writing, shall be granted up to three (3) consecutive days leave.

23.01 (b)

An employee granted leave in accordance with (a) above, shall receive regular straight time pay for such days that would have been normally worked.

23.01 (c)

Notwithstanding the definition of a "common-law spouse" as set out in Appendix "B" - Glossary of Terms, appended to and forming part of this Agreement, a common-law spouse for the sole purpose of the administration of the paid leave provisions of Section 23.01, Sub-Section "a" and "b" above shall be considered to be the immediate relative of the employee if the common-law spouse is named as the employee's beneficiary in the Company's benefits plans.

Jury Duty

23.02 (a)

Subject to providing the Company with prior written notice, an employee who is called for jury duty shall be paid straight time wages, less any allowance received from the Court for regular hours absent from work. The employee will be required to provide the Company with proof of attendance prior to any payments for lost wages.

23.02 (b)

The employee will be required to report to work and work either his full normal shift or the balance of his shift when he is not required to

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attend court **as** a result of the subpoena referred to in (a)above.

Association Leave

23.03

The Company shall grant a leave of absence without pay to employees that are:

23.03 (a)

Appointed or elected **as** a full-time officer except that not more than two (2) employees at any one time will be granted such leave, provided such leave does not exceed one (1) **year** for each employee.

23.03 (b)

Appointed or elected as Association representative to attend to Association business, except that not more than three (3) employees at any one time will be granted such leave and not more that one (1) from any one department and provided that such leave does not exceed thirty (30) days for each employee.

23.04

The Association in requesting leave, in accordance with Section 23.03 above, shall give the Company a minimum of fifteen (15) calendar days written notice requesting the leave.

23.05

The leave granted by the Company in Section 23.03 (a)above **may** be extended, upon mutual agreement, in writing, between the Company and the Association.

23.06

An employee appointed or elected to a full-time position with the Association shall maintain Company seniority but shall not be entitled to any other benefits contained in this agreement.

23.07

Employees granted leave in accordance with Section 23.03 of this Article may return to their former assignment subject to their seniority and provided that they can satisfactorily perform the

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required work. Such employees will provide the Company with a minimum of thirty (30) days prior written notice of his intention to return to work.

Compassionate Leave

23.08

The Company may allow an employee a leave of absence without pay, for compassionate or personal reasons. Such leave will require prior written approval by the Company and an employee request must be submitted in writing **as** far in advance as possible.

23.09

Should a leave request be granted to **an** employee in accordance with Section 23.03, Sub-Section (b) for the purpose of attending labour movement training sessions, work shops, seminars, conventions or conferences and in accordance with Section **23.08** of the Article, such approval will be conditions that the employee exhausts his annual vacation benefits before the approved leave day(s) start.

ARTICLE 24

SAFETY

24.01

The Company and the Association recognize the benefits to be derived from safe working conditions and work practices. Accordingly, it is agreed that employees, Association Representatives and Company Supervisors, at all levels, shall cooperate to promote safe work practices, safe and healthier working conditions and the enforcement of safety rules. Further, employees of the Company are fully obligated to comply with all reasonable rules of conduct and safety established by the Company.

[Reference Letter of Understanding RE: H.A.C.C.P.]

24.02 (a)

It shall be the duty of an employee to report immediately to his immediate supervisor any unsafe working condition(s).

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When such situations arise, the supervisor, with the employee and the Association safety representative, if he is on shift, will investigate the matter.

The supervisor is responsible for maintaining a safe working environment within his area and shall arrive at a speedy resolution to the identified situation. In determining the extent of the identified unsafe condition and the necessary corrective action, the supervisor may seek the opinion of others or call upon any or all available resources.

24.02 (b)

The Company does not want an employee to work in any situation which is unsafe or hazardous. Where an employee is able to demonstrate, on reasonable grounds, that a condition of hazard exists at a work location, the employee shall not be subject to discipline by reason of refusing to work at that place. In the event this situation arises, the employee will first immediately notify his immediate supervisor. The employee concerned may request the assistance of an Association safety representative.

24.03 (a)

The Company and the Association shall work together in establishing a joint site safety committee consisting of four (4) employee representatives, one (1) each representing fabrication, cooler/shipping, receiving and the maintenance areas and four (4) representatives appointed by the Company.

24.03 (b)

The Company and the Association recognize that the joint site safety committee can be a significant contributor to the promotion of safety and should be in place and maintained. It shall be the duty of the joint safety committee to promote the desire on the part of all employees to work safely, to keep the premises and equipment in such condition that they will be safe for all employees, and to promote and advocate the observance of all safety rules and regulations.

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24.03 (c)

The Company and the Association shall each appoint one (1) of their appointees to the joint site safety committee to act as a Co-Chairperson of the joint site safety committee. The Co-Chairpersonship of the joint site safety committee will alternate every two (2) months ~~or~~ **as** otherwise mutually agreed.

24.03 (d)

The Association will notify the Company, in writing, of the names of their appointees of the joint site safety committee and the areas that they represent.

24.03 (e)

The Association and/or the Company may also nominate other employees **as** temporary replacements for the permanent joint site safety committee members who may be absent from time to time.

24.03 (f)

The Company shall post the names of the permanent members of the joint site safety committee to the bulletin board(s).

24.04 (a)

Once every month the joint site safety committee, on a date and time mutually agreed upon, shall inspect **a** specific work area of the Operation. Immediately after each inspection the committee shall meet to prepare a report of its findings and to set a date and location for/of the next inspection and shall, **as** soon as possible thereafter, submit its findings to the Plant Superintendent, the joint safety committee, the Association and the Director of Inspections administering the Occupational Health and Safety Act for the Province of Alberta.

24.04 (b)

The general duties of the committee shall be to make a thorough inspection of the preselected section of the premises for the purpose of determining hazardous conditions, to investigate unsafe practices and to receive complaints **and** recommendations with respect to these matters.

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24.40 (c)

The safety tour shall be comprised of the Co-Chairperson, and the employee and Company safety representatives.

24.05

If required, once every six (6) months, the joint site safety committee will tour the entire operation.

24.06

Whenever a serious accident occurs, whether or not involving injury, the employee safety committee chairperson, or his designate, shall be immediately notified by the Company and permitted access to the place of the accident to participate in the investigation along with the Company's safety committee chairperson or his designate. Copies of the resultant investigation report will be circulated to all members of the joint safety committee. This provision shall be subject to the Occupational Health and Safety Statute and Regulations of the Province of Alberta.

24.07 (a)

Time spent during an employee's regular working hours on monthly safety inspections and subsequent on site meetings will be considered time worked and will be used for the purpose of calculating overtime entitlement.

24.07 (b)

Time spent on or off the Company's plant operations, outside an employee's scheduled regular working hours, as required by the joint site safety committee on monthly inspections and subsequent meetings, will be paid at the employee(s) regular master file straight time rate and such time will be used for the purpose of calculating overtime entitlement

24.08

Employees are encourage to put forth to the joint safety committee, suggestions for improvements or alternative, in order to improve the safety effectiveness of the Company's operations.

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24.09

The Company and the Association may, upon mutual agreement, change the terms of reference and the composition of the joint safety committee to improve its effectiveness providing such changes do not contravene either the Company's corporate policies and procedures dealing with health and safety or any existing applicable Governmental legislation or regulations.

24.10

The Company will institute general safety meetings **on** a regular basis on Company time. Suggestions **and/or** complaints tendered by employees at these general meetings shall be discussed and recorded and then forwarded to the joint safety committee for their review and action at the next regularly scheduled committee meeting.

24.11 (a)

The Company shall supply safety equipment, as listed (but neither equal nor limited to) in Section **24.12** of this Article, on a loan basis to employee's that are deemed by the Company to require such equipment in the performance of any work the employee may be assigned.

24.11 (b)

The equipment referred to in Section **24.11**, Subsection (a) above shall not be removed from the Company's plant site.

24.11 (c)

The employee loaned such equipment referred to in Section **24.11**, Sub-Section (a) above shall be required to sign for the article(s) loaned and return said article(s) in good and serviceable condition, fair wear and tear excepted, to the Company when either his assignment no longer requires the use of such article(s) or when the employee(s) is laid off or terminates his employment with the Company.

24.11 (d)

An employee(s) who fails to return a loaned article(s) in accordance with Section **24.11**, Sub-section (c) above shall be charged with the replacement cost of the article(s) in question.

24.11 (e)

Employees shall maintain and not deface in any way, equipment supplied by the Company.

24.11 (f)

The nature of the work and the conditions under which the work is performed, as determined by the Company, will govern the issuance of any safety equipment.

24.12

Safety Equipment

Hard Hats	Hard Hat Liners
Chin Straps	Hearing Protection
Mesh Gloves	Aprons & Belly Pads
Knife Scabbards	Wrist Guards
Safety Glasses	Steel Toes Rubber Boots
Safety-Locks	Switch Gear Locks
Rubber Gloves	Electrician's High Voltage Gloves
Aprons, Gloves & Face Shields for handling corrosive substances.	
Welder's Apron, Gloves, Goggles, Helmet & Shield.	

24.13

Time spent on or off the Company's plant operations, outside an employee's scheduled regular working hours, as required to attend meetings or group work sessions so as to complete requisite job function safety training, will be paid at the employee(s) regular master file straight time rate and such time will be used for the purpose of calculating overtime entitlement.

24.14 (a)

The cost of annual medical examinations, required in compliance with the Government of Canada - Meat Inspection Act and/or such other health regulation(s) that the Company may be required to comply with to become a recognized (listed) supplier of meat products (eg: the European Economic Community of the United States Department of Agriculture), shall be paid for by the Company and shall be completed without loss of pay by the employee.

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24.14 (b)

All new and/or rehired employees shall be required to take a pre-employment medical examination prior to starting his first shift. The cost of such pre-employment medical examination shall be paid for by the Company.

24.14 (c)

Medical examinations required by the Company, other than those required under Section **24.13**, Sub-Sections (a) and (b) above, shall be paid for by the Company and shall be completed without loss of pay by the employee.

24.14 (d)

The Company shall specify the name(s) of the medical physician(s) to complete the required medical examination.

24.15 (a)

The possession of and/or use of alcohol, illicit drugs or other illicit mind and/or illicit behaviour altering substance(s) by any employee during the work day, or prior to that work day if the employee shows any **sign** of residual impairment, shall be immediate grounds for suspension and may, after investigation, result in the employee(s) termination ~~of~~ employment **with** the Company.

24.15 (b)

Positive drug screens will be sent to a recognized medical laboratory for confirmatory testing.

24.15 (c)

A confirmed positive drug test in an employee or the confirmed presence of alcohol on the breath of an employee, which tests have **been** taken for good and proper reason, will result in administrative or disciplinary action being taken by the Company against the employee up to and including the termination of the employee's employment.

ARTICLE 25
WORK CLOTHING AND SPECIALTY TOOLS

25.01 (a)

i

The Company shall supply protective clothing and specialty tools, **as** listed (but neither equal nor limited to) Section 25.02 of the Article, on **a** loan basis to regular full-time employees that are deemed by the Company to require such protective clothing and specialty tools in the performance of any work the employee may be assigned.

ii

Probationary employees must supply their own CSA approved steel toed work boots.

25.01 (b)

The protective clothing and specialty tools referred to in Section 25.01 (a) above shall not be removed from the Company's plant site.

25.01 (c)

The employee loaned such protective clothing and specialty tools shall be required to sign for ~~the~~ article(s) loaned and return said article(s) in good and serviceable condition, fair wear and tear excepted, to the Company when either his assignment no longer requires the use of such article(s) or when the employee(s) is laid off or terminates his employment with the Company.

25.01 (d)

An employee who fails to return a loaned article(s) in accordance with Section 25.01, Sub-Section (c) above shall be charge with the replacement cost of the article(s) in question.

25.01 (e)

The Company shall provide a laundry and maintenance programme, for the items of protective clothing that are launderable, that shall provide each employee who requires such launderable protective clothing with one (1) item of each such article deemed **as** required by the Company to perform the work assigned. On the return of a soiled

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article(s) the employee shall be issued a clean article(s) on a loan (1) for one (1) exchange. Employees shall be responsible for the return and pick-up of these launderable clothing articles at designated points.

25.01 (f)

Employees shall maintain and not deface in any way, protective clothing or specialty tools supplied on loan to an employee by the Company.

25.01 (g)

The nature of the work and the conditions under which the work is performed, as determined by the Company, will govern the issuance of any protective clothing or specialty tools to any employee or group of employees.

25.02

Protective Clothing

Freezer Coats	Gloves
Hair Nets	Head Covers
Oilskin Sleeves	Oilskin Aprons
Oilskin Pants	Oilskin Jackets
Smocks	Coveralls

Specialty Tools

Knives	Steels
Meat Trimmer Hooks	

25.03 (a)

All safety footwear shall be C.S.A. approved.

25.03 (b)

In the area(s) of the Company's operation where employees are required to wear safety footwear, the affected employees shall be required to purchase and provide their own safety footwear.

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25.03 (c)

To offset the cost of such safety footwear purchases by the employees, the Company ~~will provide regular employees with a cash~~ allowance of Fifty Dollars and No Cents (\$50.00) payable once per full contract year upon presentation to the Company of bona fide proof of purchase for replacement safety footwear together with the safety footwear being replace.

25.03 (d)

The cash allowance referred to in Section 25.03, Sub-Section (c) of this Article shall be repayable on a pro rata basis should the employee quit or is terminated in his first year of service.

ARTICLE 26

TOOL ALLOWANCE

26.01

The Company shall pay to an employee classified as a certified tradesman a monthly tool allowance equivalent to two (2) hours pay at regular straight time, provided such employees have a minimum tool kit.

26.02

The Company shall reimburse certified journeymen tradesmen for the loss of tools and cabinets damaged by fire or disaster, not caused by any employee, while on Company property. Such tradesmen shall provide the Company with a list of their tools on Company property. The listing of such tools must be verified by the employee's immediate supervisor and filed in the employee's confidential personnel dossier in order to qualify for the indemnification for any claimed loss.

26.03 (a)

The Company shall provide to employees on a loan/return basis specialty tools that are not normally a part of a tradesman's required tool kit.

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26.03 (b)

The employee loaned such tools referred to in Section **26**; Sub-Section (a) above shall be required to sign for **the** tool(s) loaned and return said tool(s) in good and serviceable condition, fair wear and tear excepted, to the Company.

26.03 (c)

An employee(s) who fails to return a loaned tool(s) in accordance with Section **26.03**, Sub-Section (b) above shall **be** charged with the replacement cost of the tool(s) in question.

ARTICLE 27

TERM OF AGREEMENT

27.01

This agreement shall be in full force and effect from the 24th day of July, **1995** to the **23rd day** of July, **1998**.

27.02

The provision of Section **27.01** of this Article shall be subject to the right of either party to give written notice not more than one hundred **and** twenty (**120**) calendar days or less that **sixty** (60) calendar days prior to the original or any subsequent termination date of this Agreement, requiring the other party to commence collective bargaining with the intent of concluding a renewal Agreement.

27.03

Should either **party** give written notice to the other party pursuant to Section 27.02 of this Article, this Agreement shall thereafter continue in full force and effect until the Association or the Company shall give written notice of other action, and such other action has commenced, in accordance with the **Labour** Relations Code of the Province of **Alberta**, or the parties conclude a renewal Agreement.

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APPENDIX 'A I' (for the Foothills Plant Operation)

Attached to and forming part of the Collective Agreement dated 24 July, 1995 between XL Meats Plant Operations, Divisions' of XL Foods Ltd. and the XL Meats Employees' Association.

CLASSIFICATION AND HOURLY RATES OF PAY
XL MEATS - FOOTHILLS OPERATIONS

Pay Class	Group Title	Typical Functional Requirements	Pay Class Hourly Rate
I	Labourer Entrance Level	Probationary employee, minimum six continuous months of service.	\$8.00
II	Labourer - 1	Rate effective after completion of six months continuous service.	\$9.00
III	Labourer - 2	Learner level - 1 rate effective after 180 days worked.	\$9.50
IV	Labourer - 3	Learner level - 2 rate effective after 270 days worked.	\$10.10
V	Labourer - 4	Learner Level - 4 rate effective after 360 days worked	\$10.75

General Labour - unskilled :

- Junior*knife
- Scraper - bone Dust
- Grade Applicator
- Re-packer - Leakers
- Whizard Knife
- Push to **Scale** (Receiving)
- Insert Certification Stickers
- Helper - maintenance group

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Pay Class	Group Title	Typical Functional Requirements	Pay Class Hourly Rate
VI	Production Worker - 1 Junior Level		\$10.98

Must demonstrate & maintain proven ability in function typical for pay class I **through** pay class VI functions and demonstrate **the** capacity and ability to be proficient in functions typical of those functions listed in pay class **VII** to advance to available work in function typical for pay class VII.

Semi Skilled Labour :
Push to Holding Cooler
Strapper

VII	Production Worker - 2 Intermediate Level		\$11.23
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Must demonstrate & maintain proven ability in functions typical for pay class I **through** pay class VII functions **and** demonstrate the capacity and ability to be proficient in functions typical of **those** functions listed in pay class **VIII** to advance to available work in functions typical for pay class VIII.

Semi Skilled Labour :
 Carton Former Bone Guard
 Bagger Sort Trim
 Push Beef on Drop Table
 Intermediate* knife

VIII	Production Worker - 3 Senior Level		\$11.47
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Must demonstrate & maintain proven ability in functions typical for pay class I **through** pay class VII functions **and** demonstrate the capacity **and** ability to **be** proficient in functions typical of those functions listed in pay class **IX** to advance to available work in functions typical for pay class IX.

Semi Skilled Labour :
 Pull Tenders Label Applicator
 Palletizing Sanitation
 Boxing Pallet Recording
 Push to Head Rail & Breaking Saw
 Rail Scale Receiving

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Pay Class	Group Title	Typical Functional Requirements	Pay Class Hourly Rate
IX	Production Worker - 4 Seasoned Level		\$11.94

Must demonstrate and maintain proven ability in functions typical for pay class I through pay class IX functions and demonstrate the capacity and ability to be proficient in functions typical of those functions listed in pay class X to advance to available work in functions typical for pay class X.

Semi Skilled Labour :

Senior knife*	Cryovac Operator
Truck Driver**	Scale Cartons
Truck Loader /	Selector
Fork Lift Operator	

X	Production Worker - 5 Advanced Level	\$12.42
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Must demonstrate and **maintain** proven ability in functions typical for pay class I through pay class X functions and demonstrate the capacity and ability to be proficient in functions typical of **those** functions listed in pay class XI to advance to available work in functions typical for pay class XI.

Skilled Labour :

Advanced * knife

X-A	Production Worker - SA Skilled Level	\$12.65
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Must demonstrate and **maintain** proven ability in functions typical for pay class I through pay class X-A functions and demonstrate the capacity and ability to be proficient in functions typical of those functions listed in pay class XI to advance to available work in functions typical for pay class XI.

Skilled Labour :

Breaking Saw
Chime saw

Pay Class	Group Title	Typical Functional Requirements	Pay Class Hourly Rate
XI	Production Worker - 6 Superior Level		\$13.00

Must demonstrate and maintain proven ability in functions typical for pay class I through pay class XI functions.

Skilled Labour :

Superior*knife
Senior Superior *sawman

XII	Maintenance Tradesman - 1		\$13.00
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Non Ticketed Tradesman :

Entrance Level-Journeyman
or
Journeyman **with** 2nd class ticket

Fireman - boiler & pressure vessel
or
Building operator - "B" certificate

XIII	Maintenance Tradesman - 2		\$15.65
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Advanced Level - Journeyman* :**

Journeyman — with 1st class ticket
(other than when at entrance level)
with (when required)
Fourth class **engineer** - boiler &
pressure vessel

or

Building operator "A" certificate

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Pay Class	Group Title	Typical Functional Requirements	Pay Class Hourly Rate :
XIV	Maintenance Tradesman - 3		\$16.80

Superior Level - Journeyman***

The position functions listed in Appendix "A I" are typical of the types of work to be performed in a given pay classification are not intended to restrict the **types** of work individual employees shall be required to perform, but shall be utilized to establish a classified rate of pay for ail employees.

The terms "Pay Class" and "Pay Class Hourly Rate" in Appendix "A I" denote(s) a pay scale for the typical job function and is/are not a posted job classification(s).

- Effective 22 July, 1996 a \$0.25 hourly increase will be applied to each pay class with the exception of the start rate which will remain @ \$8.00.
- Effective 21 July, 1997 a \$0.25 hourly increase will be applied to each pay class with the exception of the **start** rate which will remain @ \$8.00.

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*Required knife competencies for the indicated "Foothills Plant" function levels **are as** follows:

Junior	+ intermediate	+ Senior	+ Advanced	ε Superior
Trimming Bones	Flanks	Ribs	Cross Ribs	Fully Proficient
Flap Meat	Plates	Shanks	Bone & Trim Butts	For all Knife Skills
Skirts	Necks	Shoulder Clods	Bone Strip Loins	
Diced Beef	Baby Heads	Butt Tenders	Bone Hips	
Round Bones		Trimming Short Loins	Bone Chucks	
Tri Tip		Trimming Tenderloins		
		Trimming Inside Rounds		
		Trimming Outside Rounds		

**Must possess, as a prerequisite to the employee's selection, and maintain, as a requisite of continued employment, a valid Alberta Operator's Licence together with any requisite equipment endorsements in the appropriate Licence class for the type of truck operated.

***Must possess, as a prerequisite to the employee's selection, and maintain, as a requisite of continued employment, a valid Alberta Journeyman Ticket(s) for the trade discipline(s) specified and/or required.

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APPENDIX 'A II' (for the Bonnybrook Plant Operation)

Attached to and forming part of the Collective Agreement dated 24 July, 1995 between XL Meats Plant Operations, Divisions' of XL Foods Ltd. and the XL Meats Employees' Association.

CLASSIFICATION AND HOURLY RATES OF PAY
XL MEATS - BONNYBROOK OPERATIONS

Pay Class	Group	Title	Typical Functional Requirements	Pay Class Hourly Rate
I		Labourer	Entrance Level Probationary employee, minimum six continuous months of service.	\$8.00
II		Labourer - 1	Rate effective after completion of six months continuous service.	\$9.00
III		Labourer - 2	Learner level - 1 rate effective after 180 days worked.	\$9.50
IV		Labourer - 3	Learner level - 2 rate effective after 270 days worked.	\$10.10
V		Labourer - 4	Learner Level - 4 rate effective after 360 days worked	\$10.75
General Labour - unskilled :				
		Pack sausage	scrape	
		Push to cooler	Pack-off	
		Box maker	Tray fill operation and fill	
		Wizard knife	Junior* knife	
		Overwrap operation & fill	Bagger	
		Shave, saw & pack feet	Strap/ palletize	
		Multi-vac operator	Ross operation and fill	
		Corned beef maker	Cryovac operation and fill	
		Trim & scale	Helper - maintenance group	
		Unload trailers	Janitor - day shift	
		Unpack/unbox		

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Pay Class	Group Title	Typical Functional Requirements	Pay Class Hourly Rate
VI	Production Worker - 1 Junior Level		\$10.98

Must demonstrate & maintain proven ability in function typical for pay class I through pay class VI functions and demonstrate the capacity and ability to be proficient in functions typical of **those** functions listed in pay class **VII** to advance to available work in function typical for pay class VII.

Semi Skilled Labour :

Floor scale operator
Sort, pack trim & pack combo
LaPalmatere operator
Sanitation work

VII	Production Worker - 2 Intermediate Level		\$11.23
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Must demonstrate & maintain proven ability in functions typical for pay class I through pay class VII functions and demonstrate the capacity and ability to be proficient in functions typical of those functions listed in pay class **VIII** to advance to available work in functions typical for pay class VIII.

Semi Skilled Labour :

Sausage formulator
Pack-off
Sort trim, strap & pelletize
Intermediate* **knife**

VIII	Production Worker - 3 Senior Level		\$11.47
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Must demonstrate & maintain proven ability in functions typical for pay class I through pay class VII functions and demonstrate the capacity and ability to be proficient in **functions** typical of those **functions** listed in pay class **IX** to advance to available work in **functions** typical for pay class IX.

Semi Skilled Labour :

Scale Cartons
Truck Driver**
Centrai Processing Bandsaw operator

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Pay Class	Group Title	Typical Functional Requirements	Pay Class Hourly Rate
I X	Production Worker - 4 Seasoned Level		\$11.94

Must demonstrate and maintain proven ability in functions typical for pay class I through pay class IX functions and demonstrate the capacity and ability to be proficient in functions typical of those functions listed in pay class X to advance to available work in functions typical for pay class X.

Semi Skilled Labour :
Senior knife*
Shipper

X	Production Worker - 5 Advanced Level		\$12.42
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Must demonstrate and maintain proven ability in functions typical for pay class I through pay class X functions and demonstrate the capacity and ability to be proficient in functions typical of those functions listed in pay class XI to advance to available work in functions typical for pay class XI.

Skilled Labour :
Advanced * knife

XI	Production Worker - 6 Superior Level		\$12.50
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Must demonstrate and maintain proven ability in functions typical for pay class I through pay class XI functions.

Skilled Labour :
Superior* knife

XII	Maintenance Tradesman - 1		\$13.00
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Non Ticketed Tradesman :
Entrance Level-Journeyman or Journeyman with 2nd class ticket.
Fireman - boiler & pressure vessel or Building operator - "B" certificate.

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Pay Class	Group Title	Typical Functional Requirements	Pay Class Hourly Rate
XIII	Maintenance Tradesman - 2		\$15.65

Advanced Level - Journeyman*** :
 Journeyman*** with 1st class ticket
 (~~other~~ that when at entrance level)
 with (when required)
 Fourth class engineer
 - boiler & pressure vessel
 or
 Building operator "A" certificate

XIV	Maintenance Tradesman - 3		\$16.80
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Superior Level - Journeyman***

The position functions listed in Appendix "A II" **are** typical of the **types** of work to be performed in a given pay classification are not intended to restrict the types of work individual employees shall **be required to perform**, but shall be utilized to establish a classified rate of pay for **all** employees.

The terms "Pay Class" and "Pay Class Hourly Rate" in Appendix "A II" denote(s) a pay scale for the typical job function and is/are not a posted job classification(s).

- Effective 22 July, 1996 a \$0.25 hourly increase will be applied to each pay class with the exception of the start rate which will remain @ \$8.00.
- Effective 21 July, 1997 a \$0.25 hourly increase will be applied to each pay class with the exception of the start rate which will remain @ \$8.00.

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*Required knife competencies for the indicated "Bonnybrook Plant" function levels are as follows:

Junior	+ Intermediate	+ Senior	+ Advanced	+ Superior
Whizzard Knife	Remove Flank	Remove Rib Eye	Blade Round	Fully Proficient
Defat shoulder & neck	Feather Bone	Remove shoulder clod	Top Butt (Aitch Bone Removal)	For all Knife Skills
	Back Strap	Remove Strip Loins	Hip	
	Rib Cage	Neck & Shoulder (Chuck)		
		Tenderloin		
		Trim Cuts		

**Must possess, as a prerequisite to the employee's selection, and maintain, as a requisite of continued employment, a valid Alberta Operator's Licence together with any requisite equipment endorsements in the appropriate Licence class for the type of truck operated.

***Must possess, as a prerequisite to the employee's selection, and maintain, as a requisite of continued employment, a valid Alberta Journeyman Ticket(s) for the trade discipline(s) specified and/or required.

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APPENDIX 'B'

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GLOSSARY OF TERMS

- Arbitration Board **Shall** mean a three (3) **person** board or when appropriate, a single arbitrator.
- Association **Means** the XL Meats Employees' Association.
- Bargaining Unit **Shall** mean the unit of persons defined as employees **within** the "certification" granted to the XL **Meats** Employees' Association by the Labour Relations **Board** of Alberta under Certification No: **192 - 84** dated July 31st, **1984, as** amended.
- Complaint Shall mean a difference over the interpretation, application, administration or alleged violation **of** a provision(s) in the Collective Agreement, that **has** been submitted in writing on a prescribed form from one (1) party to the other **party** clearly specifying the nature of the matter(s) at issue, the article(s) and/or section(s) and/or sub-section(s) **in** dispute and the remedies sought.
- There are **two (2)** categories of Complaints:
- Individual Complaint
An individual complaint occurs when the subject matter of the complaint is specific to the employee who initiates the complaint, in regards to the application of the terms and conditions of the collective agreement.

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- Policy Complaint
The basis for a policy complaint will always lay with the interpretation and application of the collective agreement as that interpretation or application effects a work group/crew or the entire work force. A policy complaint can be generated by either the company or the association.

Company	Shall mean XL Meats, Foothills and Bonnybrook Plant Operations, divisions of XL Foods Ltd.
Dependent Child	<p>Shall mean any biological child, legally adopted child or stepchild who is not married and for whom you provide financial support for the basic necessities of life. The child must be a resident of Canada and not eligible under this contract as a Covered Person, and must be one of the following:</p> <ul style="list-style-type: none"> (a) under the age of eighteen (18); or (b) under the age of twenty-five (25) and a registered student in full-time attendance at an accredited college or university. For the purpose of this definition, full-time attendance will be deemed to include any period of up to four (4) months between any two (2) period of full-time attendance; or (c) unable to work in self-sustaining employment due to serious and permanent disability. Such disability must have existed while the child satisfied to conditions under 9 (a) or (b) above. You must

provide satisfactory proof to Met Life as often as requested that the child remains unable to work for these reasons and remains dependent on you for financial support for the basic necessities of life.

- Employee-Eligible** Shall mean **an** employee who is a regular employee that has completed the level of continuous service with the company required to **qualify** for participation in the various health and welfare programmes contained within the collective agreement
- Employee-Regular** Shall mean **an** employee of the company, within the bargaining unit, that is no longer a probationary employee, **as** defined by the collective agreement, who **has** achieved a seniority rights **status** and who is a member in good standing of the **association**.
- Fee Guide-Dental** Shall mean the schedule of fees for dental services/procedures **as** set and published from time to time by the **Alberta Dental Association** **and** which fees guides are **used** by the Company's dental plan insurance carrier to establish the limits of their financial responsibility for the dental service/procedure being, or to be completed.
- Funeral** Shall **mean** the formal ceremonies connected with the burial or cremation of a deceased person and shall include to mean a memorial service provided that such funeral or memorial service is conducted in the

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customary time and public location immediately following the death of such person and provided that the customary public notice of such a formal funeral or memorial service is published.

Lead hand

Shall mean an employee who has been selected and appointed by the Company as the person in charge of a specific and limited work area, or a specific production function(s), or a work crew and who regularly performs production work or other work unrelated to supervisory duties and without having any genuine management rights such as the right to hire or fire or recommend such action.

Master File Rate

Shall mean the normal rate of pay for an employee, as set out in Appendix "A" attached to and forming part of the Collective Agreement, for the applicable pay class for the employee's regularly assigned job function(s) exclusive of any allowances, premiums or overtime master file rate (M.F.R.) of an employee shall be the rate on which pay related calculations will be based.

Medical Certificate

Shall mean a written documentation that fully and specifically details the nature and extent of an employees' sickness or injury that has been prepared by the medical physician attending such sick or injured employee and which medical physician is licensed to practise in the Province of Alberta. The medical certificate must provide sufficient details with respect to the employees' sickness or injury that will:

i) fully satisfy the requirements of the

7/26/95

Government of Canada's Meat Inspection Act or such other legislation or regulations that may now or hereafter govern the processes, materials and equipment used by the company in the preparation, fabrication and handling of food products which will be used for human consumption; or

- ii) confirm that the employee is physically and mentally able to do the available work

Meeting

Shall ~~mean~~ a meeting called by the Company that requires the employees in general to attend a general business or information meeting, or specific employees in particular to participate in training sessions, or specific employees in particular to participate in committees that have been constituted in accordance with the provision of the collective agreement, but shall not include meetings between the company and the association that are specifically required for the purposes of collective bargaining.

Parties

Shall mean the company and the association.

Regular or Straight Time Rate of Pay

Shall mean the rate of pay for the pay class and typical job functions therein as identified in Appendix "A" attached to a forming part of the Collective Agreement exclusive of any allowances, premiums or overtime.

Spouse

Shall mean one person, who resides in Canada, who is not eligible under this contract as a Covered Person, and is;

- (a) the person to whom you are lawfully married through an

7/27/95

-
- ecclesiastical or civil ceremony; or
- (b) a person of the opposite **sex** who has been living with you for a continuous period of at least one (1) year, and has been publicly represented by you as your spouse.

Supervisor

Shall mean a salaried employee of the Company functioning in a position of designated authority, from the first level of supervision **and** above, over a group of hourly rated employees to accomplish an assigned task(s) and/or work operation.

LETTERS OF UNDERSTANDING :

APPENDIX 'C'

BETWEEN: XL MEATS
AND: XL MEATS EMPLOYEES ASSOCIATION
RE: ARTICLE 11

For the intention of administering this agreement, the Foothills Hourly paid plant employees and the Bonnybrook Hourly paid plant employees will remain distinct and separate for the purposes of seniority, overtime, lay-off, vacation, plant shut-down or job classifications.

APPENDIX 'C I'

BETWEEN: XL MEATS
AND: XL MEATS EMPLOYEES ASSOCIATION
RE: ARTICLE 21

For the purpose of calculating vacation pay, the total hours payable will be multiplied by the employees current master file rate, or the master file rate at December 31 of the preceding year, whichever is the greater. Two percent (2%) of this total shall be the employee's vacation pay for each week of vacation entitlement.

APPENDIX 'C II'

BETWEEN: XL MEATS
AND: XL MEATS EMPLOYEES ASSOCIATION
RE: ARTICLE 24

H.A.C.C.P. has been recognized as a logical tool towards a modern, scientifically based inspection system. The system application of H.A.C.C.P. will help ensure the consistency of food safety programmes. The key element of a H.A.C.C.P. based system is its preventative nature and the exercising of control throughout the manufacturing process, at critical steps. By doing so, defects which could impact on the safety of the food being processed can be readily detected and corrected before the product is completely processed.

The association recognized the benefits to be derived by both the consumer and the employees from the principles of H.A.C.C.P. Your association encourages all members to follow the H.A.C.C.P. principles of personal hygiene and H.A.C.C.P. job procedures.

7/27/95

IN WITNESS WHEREOF the parties have executed this agreement by affixing their signatures at the City of Calgary, in the Province of Alberta this 27th day of July, 1995 A.D.

**XL Meats Employees'
Association**

**XL Meats,
an operating division of
XL Foods Ltd.**

Divina Cavetano
Divina Cavetano
President

J. Rattillo
J. Rattillo
**President &
Chief Executive Officer
XL Foods Ltd.**

Laurie Arsenault
Laurie Arsenault
Secretary/Treasurer

Ken Weir
Ken Weir
**Vice President, Operations
XL Foods Ltd.**

Your group benefits plan

XL MEATS

HOURLY EMPLOYEES FOR: FOOTHILLS AND BONNYBROOK PLANT OPERATIONS
'A DIVISION OF XL FOODS LTD.'

RECEIVED
APR 22 1998



XL MEATS

TO OUR HOURLY EMPLOYEES OF FOOTHILLS AND BONNYBROOK PLANT OPERATIONS.
DIVISIONS OF XL FOODS LTD.:

All of **us** can appreciate the protection and **security** insurance provides against unexpected financial expense.

All **benefits** described in the following pages are provided for you and your Insured Dependents **at** no **cost**.

Benefits are provided through Group Policy No. 62134 issued to XL Foods Ltd. by Metropolitan **Life** Insurance Company.

We urge you to read this booklet carefully.

The Plan effective date is January 1, 1996.

XL Foods Ltd.
2nd Floor. 1209-59 Avenue S.E.
Calgary, Alberta
T2H 2P6

Subdivision 005/FHS
Subdivision 007/BBK

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SCHEDULE OF INSURANCE

These are the highlights of your Group Insurance Plan. The following pages contain a more detailed description.

LIFE INSURANCE - INSURED PERSON ONLY

Life Insurance... \$25,000

On the earlier of your 70th birthday or the date of your retirement, Life Insurance will be discontinued.

INSURANCE FOR DEATH OR DISMEMBERMENT BY ACCIDENTAL MEANS - INSURED PERSON ONLY

An amount equal to the amount of your We Insurance.

On the earlier of your 70th birthday or the date of your retirement, Insurance for Death or Dismemberment by Accidental Means will be discontinued.

SHORT TERM DISABILITY INSURANCE - INSURED PERSON ONLY

Weekly Benefit Amount: 61% of your basic weekly earnings, as determined by the Policyholder, up to a maximum Weekly Benefit of \$730.

Any amount of Short Term Disability Insurance not an exact multiple of \$1.00 is adjusted to the next higher multiple of \$1.00.

Waiting Period Before Benefits Begin

For disabilities resulting

- (a) from accidental injury ... No Waiting Period.
- (b) from sickness ... 7 days
- (c) in hospitalization ... No Waiting Period.
- (d) in an out-patient treatment ... No Waiting Period - provided that the employee was disabled for longer than seven days after the hospital treatment.

Maximum Benefit Period 17 weeks.

Benefits are payable at the rate of 1/5 of your weekly benefits for every day of absence from work.

On the date of your retirement, Short Term Disability Insurance will be discontinued.

SCHEDULE OF INSURANCE

HEALTH CARE INSURANCE - EACH INSURED PERSON OR INSURED DEPENDENT

Plan pays 100% of all Covered Expenses.

Maximum Hospital Room and Board Daily Benefit: The Hospital's **most** common private room rate.

Maximum Hearing Aid Benefit: \$300 in any 5-year period.

Maximum Vision Care Benefit: \$150 in any period of 24 consecutive months.

Deductible Amount: in any Calendar Year the Deductible Amount for each individual is the first \$25 of Covered Expenses. The total of the Deductible Amounts for you and all your Insured Dependents in any Calendar Year will not exceed \$25. With respect to charges for Physiotherapy by a Physiotherapist - In any Calendar Year the Deductible Amount for each individual is the first \$250 of Covered Expenses.

The Deductible Amount does not apply to charges for Vision Care.

On the earlier of your 70th birthday or the date of your retirement, Health Care Insurance will be discontinued.

DENTAL CARE INSURANCE - EACH INSURED PERSON OR INSURED DEPENDENT

Applicable Fee Guide: Current General Practitioners' Fee Guide of province of residence.

Plan pays according to the following:

Classification of Dental Procedures... Co-Insurance

Type A Services... 100%

Type B Services ... 100%

Type C Services... 50%

Type D Services ... 50%

Type E Services ... 50%

Maximum Benefit: \$1,000 per Calendar Year for you or each Insured Dependent for Type C and E Services.

Maximum Benefit: \$1,500 per Lifetime for each Insured Dependent Child under age 19 for Type D Services.

Deductible Amount: No Deductible.

On the earlier of your 70th birthday or the date of your retirement, Dental Care Insurance will be discontinued.

GENERAL PROVISIONS

DEFINITION OF CERTAIN TERMS USED HEREIN

A. "Beneficiary" means:

- Your Beneficiary

The 'Beneficiary' is the person or persons you choose to receive any benefit payable because of your death.

You make your choice in writing on a form approved by Metropolitan. This form must be filed with the records for this Plan.

Subject to provincial law you may change the Beneficiary at any time by filing a new form with the Policyholder. When the Policyholder receives a form changing the Beneficiary, the change will take effect **as** of the date you signed it. The change of Beneficiary will take effect even if you are not alive when it is received.

A change of Beneficiary will not apply to any payment made by Metropolitan prior to the date the form was received by the Policyholder.

- More Than One Beneficiary

if, when you die, more than one person is your Beneficiary, they will share in the benefits equally, **unless** you have chosen otherwise.

- Death Of A Beneficiary

A person's rights **as** a Beneficiary end **if** that person dies before your death occurs. The share for that person will be divided among the surviving persons you have named as Beneficiary, **unless** you have chosen otherwise.

- No Beneficiary At Your Death

If there is no Beneficiary at your death for any amount of benefits payable because of your death, that amount will be paid to your estate.

B. "Insured Dependent" means your spouse or child, **as** follows:

"Spouse" means one person, who resides in Canada, who is not eligible under this contract **as** a Covered Person, and is:

- the person to whom you are lawfully married through an ecclesiastical or civil ceremony; or
- a person of the opposite sex who has been living with you for a continuous period of at least 1 year, and has been publicly represented by you **as** your Spouse.

GENERAL PROVISIONS

'Child' means any biological child, legally adopted child or stepchild who is not married and for whom you provide financial support for the basic necessities of life. The child must be a resident of Canada and not eligible under this contract as a Covered Person, and must be one of the following:

- 1) under the age of 21; or
- 2) under the age of 26 and a registered student in full-time attendance at an accredited college or university. For the purposes of this definition, full-time attendance will be deemed to include any period of up to 4 months between any 2 periods of full-time attendance; or
- 3) unable to work in self-sustaining employment due to serious and permanent disability. Such disability must have existed while the child satisfied the conditions under 1) or 2) above. You must provide satisfactory proof to MetLife as often as requested that the child remains unable to work for these reasons and remains dependent on you for financial support for the basic necessities of life.

No person may be covered as an Insured Dependent of more than one Insured Person.

Insurance for an Insured Dependent will cease when that person is no longer an Insured Dependent as defined above.

- C. 'Insured Person' means a person employed and paid for services by the Policyholder on a full-time basis and who works at his or her place of employment for a minimum of 20 hours per week and who is insured under the Group Policy.
- D. 'Plan' means the Group Policy or Policies issued by Metropolitan to provide personal benefits and benefits for Insured Dependents.
- E. 'You' and 'Your' refer to the Insured Person as defined herein.

ELIGIBILITY

if you are an employee prior to, on or after January 1, 1996, you are eligible for personal benefits after you have completed 9 months of continuous service with the Policyholder.

You are eligible for dependent insurance on the later of:

- the date of your eligibility, and
- the date you first acquire a Dependent.

GENERAL PROVISIONS

WHEN INSURANCE STARTS

You must make a written request to the Policyholder for personal benefits on forms furnished by Metropolitan. Your insurance will start on the latest of:

- the date of your eligibility, or
- the date of completion of the written application, or
- the date of approval by Metropolitan of any necessary evidence of insurability.

You must be actively at work ~~as~~ an employee in order for your personal benefits to become effective. If you are not ~~actively at~~ work as an employee on the date when these personal benefits would otherwise become effective, they will become effective on the date of your return to active work ~~as~~ an employee.

If you make written application later than 31 days after becoming eligible, evidence of your good health must be given to Metropolitan at your expense.

If you make written application after the 31st *day* following the date of your eligibility Dental Care Insurance will become effective 12 months from the date of such application.

~~You~~ must make a written request to the Policyholder for dependent benefits. Your dependent insurance will start on the latest of:

- the date of your eligibility for personal benefits, or
- the date you first acquire a Dependent, or
- the date of approval by Metropolitan of any necessary evidence of insurability.

If you make written application for dependent benefits later than 31 days ~~after~~ becoming eligible, evidence of the good health of each of your Dependents must be given to Metropolitan ~~at~~ your expense.

~~if~~ you make written application for dependent benefits after the 31st day following the date of your eligibility Dental Care Insurance will become effective 12 months from the date of such application.

GENERAL PROVISIONS

INCREASES AND DECREASES IN AMOUNTS OF BENEFITS

Your earnings on the date you become covered under this Plan will determine your benefits on that date. Any increase or decrease in your benefits will take place on the date of change in your earnings provided you are in active work with the Policyholder on that date. If you are not in active work on the date of change in your earnings, the change in your benefits will take place when you return to active work with the Policyholder.

CESSATION OF INSURANCE

Your insurance will cease on the date you cease active work as an employee unless otherwise provided for herein with respect to benefits after retirement, while you are on disability or at the discretion of the Policyholder.

If this Plan is cancelled in whole or in part your insurance which is affected will cease.

Your dependent insurance will cease on the earliest of:

- the date your insurance ceases, or
- the date you cease to have any Insured Dependents, or
- the date of cancellation of insurance as requested by you.

LIFE INSURANCE
(Insured Person Only)

Payment Of Benefits

If you die while you are insured for Life Insurance, the amount of Life Insurance that is in effect on your life on the date of your death will be paid to your Beneficiary.

Disability Benefit

- A. If while insured and prior to your 65th birthday, you become Totally Disabled because of bodily injury or disease so that you can not do any job for which you are fit by your education, your training or your experience, Metropolitan will, upon receipt of satisfactory proof of claim, continue your insurance without payment of premiums during the continuance of Total Disability but not beyond your 65th birthday, subject to the following:
- initial satisfactory proof that such Total Disability exists and has continued uninterrupted for at least 6 months must be submitted within 1 year after the date of commencement of Total Disability;
 - the amount of insurance continued is the amount for which you were insured at the date of commencement of Total Disability;
 - Metropolitan reserves the right to have you examined by a Doctor appointed by Metropolitan when and as often as it is reasonable to do so;
 - upon your death satisfactory proof is submitted that such total disability continued to the date of death.
- B. If you die before age 65 and within a year after the date of commencement of Total Disability and before any proof has been given, then proof that your Total Disability continued to the date of your death must be given to Metropolitan. This proof must be given within 3 months of your death.
- C. All proofs must be given to Metropolitan. The proofs must be in a form that is satisfactory to Metropolitan. Metropolitan has no duty to ask for any proof. If any proof is not given on time, the delay will not cause a claim to be denied as long as the proof is given as soon as reasonably possible.
- At any time that proof of your Total Disability is given, Metropolitan may have you examined by Doctors of its choice, at its expense.
- D. If you cease to be Totally Disabled or fail to submit proof of continuing Total Disability, when requested by Metropolitan, your Life Insurance will be terminated by Metropolitan.
- E. If an individual policy of Life Insurance has been issued in accordance with the Conversion Privilege, payment under the disability benefit will be made only if the individual policy is surrendered without claim.

LIFE INSURANCE

Extension Of Benefit

If you die during the 31-day period following termination of your insurance, Metropolitan will pay the Beneficiary the maximum amount of Life Insurance for which a personal policy could have been issued under the following Conversion Privilege.

Conversion Privilege

(1) **Subject** to the following subsections (2), (3) and (4) you may, on or before age 65, convert without evidence of insurability, the full amount of your Life Insurance or at your option, a lesser amount, but not less than the minimum amount for which Metropolitan will issue an individual policy, to:

- (a) an individual policy of term insurance for a period of 1 year; or
- (b) an individual policy of term insurance to age 65; or
- (c) an individual policy of insurance under any regular plan providing cash value then being issued by Metropolitan,

at the premium rate for the age and sex, then in effect for an individual applying for insurance without evidence of insurability, for the individual policy, provided that the application for conversion is made to Metropolitan

within 31 days after the date of termination of your employment, or

within 31 days after the date of termination of the Group Policy, or

within 31 days after the discontinuance of the Disability Benefit.

(2) If you elect to convert in accordance with clause (a) of subsection (1):

- (a) the premium may, at your option, be paid on any premium mode offered by Metropolitan and
- (b) you may, before the expiry date of the term insurance, convert without evidence of insurability the full amount of the 1 year term insurance or, at your option, a lesser amount thereof, but not less than the minimum amount for which Metropolitan will issue an individual contract, to any plan of insurance to which you were entitled under clause (b) or (c) of subsection (1).

(3) On termination of employment the amount of Life Insurance which you may convert will be limited to the lesser of:

- (a) \$200,000, or
- (b) the amount of your Life Insurance on the date of termination of employment less any amount of Life Insurance for which you may be eligible under any group policy which takes effect within 31 days after your Life Insurance terminates.

LIFE INSURANCE

- (4) Upon termination of the group life insurance in this Policy the conversion right shall be limited to those who have been insured ~~as~~ members of the group for at least 5 continuous years. The amount of ~~Life~~ Insurance that you may convert may not exceed the lesser of:
- (a) the amount of your ~~Life~~ Insurance on the date it terminates ~~less~~ any amount of ~~Life~~ Insurance for which you may be eligible under any group life insurance policy which takes effect within 31 days after your Life Insurance terminates, or
 - (b) 3 times the Year's Maximum Pensionable Earnings ~~as~~ established under the Canada Pension Plan where you are a resident other than in the Province of Quebec, or
 - (c) the greater of \$5,000 or 25% of the amount of your ~~Life~~ Insurance on the date it terminates, to a maximum of \$50,000 where you are a resident of the Province of Quebec.

If you, ~~as~~ a resident of the Province of Quebec, apply for an individual life insurance policy on your own life under the terms of the "Conversion Privilege" clause and you are insured for Insurance for Death or Dismemberment by Accidental Means under this Policy, you will be entitled to have an accidental death benefit included in that individual life insurance policy, without evidence ~~of~~ insurability. The accidental death benefit and the individual life insurance policy will be issued subject to the conditions of the "Conversion Privilege" section, described previously.

- (5) In subsection (4), "~~Life Insurance~~" does not include "disability insurance" and "accidental death insurance" except as stated in subsection (4).
- (6) Effective Date of Individual Policy

If you exercise this right, the individual policy will take effect 31 days ~~after~~ the group insurance is terminated.

INSURANCE FOR DEATH OR DISMEMBERMENT BY ACCIDENTAL MEANS
(Insured Person Only)

Payment Of Benefits

If, prior to age 70, you are injured or die by accidental drowning or in an accident Metropolitan will pay Insurance for Death or Dismemberment by Accidental Means benefits:

- if the accident occurs while you are covered for Insurance for Death or Dismemberment By Accidental Means; and
- if the accident is the **sole** cause of the injury; and
- if the accident is the **sole** cause of a Covered Loss shown below; and
- if the loss occurs not more than 365 days after the date of the accident.

Maximum Benefit For All Losses In Each Accident

For all losses caused by all injuries which you sustain in 1 accident not more than 100% of the amount of your Insurance for Death or Dismemberment by Accidental Means for which you are covered at the time of the accident will be paid.

TABLE OF COVERED LOSSES AND PERCENTAGE PAYABLE

LOSS OF ... PERCENT

LE ... 100%

Both hands, both feet or both eyes ... 100%

One hand and one foot ... 100%

One arm and one leg ... 100%

One hand and one eye or one foot and one eye ... 100%

One arm or one leg ... 75%

One hand, one foot or one eye ... 66 2/3%

Thumb and index finger of same hand ... 33 1/3%

Hearing and speech ... 100%

Hearing or speech ... 50%

Hearing in one ear ... 25%

INSURANCE FOR DEATH OR DISMEMBERMENT BY ACCIDENTAL MEANS

LOSS OF USE OF

Both arms or both hands ... 100%

One arm ... 75%

One hand ... 66 2/3%

Paraplegia (total paralysis of both lower limbs) ... 100%

- Loss of index finger and thumb means severance through or above the first joint.
- Loss of hand or foot means severance through or above the wrist or ankle joint.
- Loss of sight means that sight cannot be restored to any degree by any corrective device.
- Loss of hearing means that hearing cannot be restored to any degree by any corrective device.
- Loss of speech means that the ability to speak cannot be restored to any degree by any corrective device.
- 'Paraplegia' means the complete and irreversible paralysis of both lower limbs, and must be continuous for twelve months from the date of accident causing the loss after which the above benefit is payable.
- 'Loss of Use*' means with regard to arms and legs, total loss of the ability to perform each and every action and service the arm or leg was able to perform before the accident occurred. Loss of use must be total and irrecoverable and beyond remedy by surgical or other means.

Benefits for loss of life are payable to your Beneficiary. Benefits for other losses are payable to you.

Repatriation Benefit

If you are in a country other than your country of residence and you die within 365 days after the date of a covered accident, Metropolitan will pay up to \$2,500 for the actual expenses of preparing your body for burial or cremation and shipment to the place of burial provided it is in a country other than the country where you died.

Exposure And Disappearance

If you are unavoidably exposed to the elements following a covered accident and, as a result of such exposure and within 365 days of such accident, you sustain a loss for which benefits are otherwise payable hereunder, such loss will be covered under this policy.

If you are reported missing after the sinking or disappearance of a conveyance in which you were riding, and your body is not found within 365 days of such covered accident under this policy, you will then have been deemed to have suffered loss of life, unless there is evidence to the contrary.

INSURANCE FOR DEATH OR DISMEMBERMENT BY ACCIDENTAL MEANS

Aggregate Limit

Notwithstanding the benefit amounts payable for each Insured Person, Metropolitan's Aggregate Limit for all covered losses sustained by all insured persons as a result of the same air travel accident shall not exceed \$1,500,000; except that Metropolitan's Aggregate Limit with respect to an aircraft owned or leased by the Policyholder, a subsidiary, affiliate or associate company of the Policyholder, or by one of their directors or employees shall not exceed the Policyholder Plane Aggregate Limit of \$500,000.

In the event the Aggregate Limit or Policyholder Plane Aggregate Limit, respectively is insufficient to pay the full amount specified for each Insured Person, then the amount of benefit payable with respect to each Insured Person is in the proportion that such Aggregate Limit bears to the total amount of benefit that would have been payable except for said Aggregate Limit.

Exclusions

No benefit will be paid if death or dismemberment is caused or contributed to wholly or partly, directly or indirectly by:

- illness or disease: or
- an infection, unless it is caused by an external wound that can be seen and which was sustained accidentally; or
- suicide while sane or insane; or
- self-inflicted injury, while sane or insane; or
- voluntary participation in war, act of war, insurrection, riot or civil disorder: or
- committing or trying to commit a criminal offence or an assault; or
- occupational injuries if, when the injuries were sustained, your blood contained in excess of 80 milligrams of alcohol per 100 millilitres of blood; or
- travel or flight in any aircraft, or as a result of descent therefrom in flight, if you
 - had any duties on or relating to such aircraft or flight, or
 - were flown in such aircraft in the course of any aviation training or instruction or in the course of any training, manoeuvres, or operation of any armed forces, or
 - were flown for the purpose of descent from such aircraft while in flight.

INSURANCE FOR DEATH OR DISMEMBERMENT BY ACCIDENTAL MEANS

Proof Of Claim

Written proof of loss on which claim may be based must be given to Metropolitan within 90 days after the date of the loss.

Metropolitan, at its own expense, has the right and opportunity to have a Doctor designated by it examine you when and as often as it may reasonably require while a claim is pending.

SHORT TERM DISABILITY INSURANCE (Insured Person Only)

Definitions

'**Doctor**' means a person who is legally licensed to practice medicine by the licensing authority of the jurisdiction in which he or she practices.

'**Fully Disabled**' and '**Full Disability**' means that because of bodily injury or disease you cannot do your job.

'**Maximum Benefit Period**' means the maximum period for which the benefit payments are made.

'**Waiting Period**' means the period of continuous Full Disability which must be completed before you are entitled to benefit payment.

If you become confined as a registered bed-patient in a legally constituted hospital pursuant to the orders of a duly licensed physician, the Waiting Period will be waived with respect to days of disability occurring on or after the date you become so confined.

Pavment Of Benefits

Metropolitan will pay Weekly Benefits while you are Fully Disabled, if:

- you become Fully Disabled while you are covered for Short Term Disability Insurance; and
- you are and remain under the regular care of a Doctor while you are Fully Disabled.

Amount

The amount of Weekly Benefits is the amount for which you are insured at the time your disability starts. However, the amount of your Weekly Benefits will be reduced by the total of the following amounts, if any, payable to you for the same period of disability:

- any income replacement indemnity which is payable or would have been payable had a satisfactory application been submitted under any government plan of Automobile Insurance which has been approved as an acceptable limitation under the Unemployment Insurance Act.

Limitations

The payment of Weekly Benefits is subject to the following limitations:

- No benefits will be payable for the Waiting Period nor for more than the Maximum Benefit Period.

SHORT TERM DISABILITY INSURANCE

- Recurrent Disabilities- The Waiting Period and the Maximum Benefit Period apply to any 1 continuous period of Full Disability whether from one or more causes. Successive periods of Full Disability due to the same or related cause or causes will be considered 1 continuous period of Full Disability. If you are actively at work with the Policyholder for a continuous period of 30 days or more between 2 periods of Full Disability, the second period of Full Disability shall not be considered as being due to the same or related cause or causes as the preceding period of Full Disability.

- Maternity Limitations

No disability benefits are payable during any period:

for which you receive Unemployment Insurance maternity benefits, or

for which you take formal maternity leave pursuant to provincial or federal law or pursuant to mutual agreement between you and the Policyholder. Such maternity leave is deemed to commence on the earlier of the elected date of maternity leave or the date of delivery.

- Disabilities Outside Canada

Disability benefits will be discontinued when you are disabled and leave Canada unless:

you are receiving regular and continuous treatment from a Doctor duly licensed by the appropriate licensing body, and

evidence of such regular and continuous treatment is received within 30 days of the date of departure from Canada and thereafter as often as deemed necessary by Metropolitan, and

you are available to submit to a medical examination, by a Doctor provided and paid for by Metropolitan if so required by Metropolitan.

Exclusions

No Weekly Benefits will be payable for:

- injury or sickness for which benefits are payable under a workers' compensation act or similar legislation;
- any period in which you engage in any occupation for remuneration or profit;
- any Full Disability resulting from self-inflicted injuries while sane or insane;
- any Full Disability resulting from committing or attempting to commit a criminal offence;
- any period during which you are in prison;
- any date on or after Full Disability ceases to exist;

SHORT TERM DISABILITY INSURANCE

- any Full Disability arising from any medical condition unless you are receiving appropriate treatment for such medical condition. The appropriateness of such treatment must be agreed upon by Metropolitan and your treating Doctor. If there is a difference in opinion between Metropolitan and the treating Doctor, Metropolitan reserves the right to seek and accept an independent medical opinion from a Doctor who is specialized in the treatment of the medical condition;

Proof Of Claim

Written proof of Full Disability satisfactory to Metropolitan must be made to and received by Metropolitan's Claim Office within 31 days of the commencement of any period of disability for which benefits are payable. If proof is received later than 31 days from the commencement of disability, benefits will commence, subject to all other policy provisions, on the date of receipt of proof at Metropolitan's Claim Office.

Notwithstanding approval by Metropolitan of proof of your Full Disability, Metropolitan may at any time or times thereafter request proof satisfactory to Metropolitan of the continuance of Full Disability, and Metropolitan will have the right to have a Doctor of its choice medically examine you.

If such proof is not furnished at Metropolitan's request your Full Disability will be considered to have ceased and your Weekly Benefits will be discontinued.

HEALTH CARE INSURANCE
(Each Insured Person or Insured Dependent)

Definitions

'Calendar Year' means a medical expense period from January 1st to December 31st.

'Chiropractor', 'Osteopath', 'Podiatrist', 'Naturopath', 'Physiotherapist', 'Speech Therapist', 'Masseur or Masseuse', and 'Psychologist' means a person who legally engages in his or her practice by virtue of a license issued by the licensing and registration authority in the jurisdiction where the service is rendered.

'Chronic Care' means care that is provided to persons with an illness or injury which is beyond the acute phase with little potential for recovery through convalescence or the normal healing process.

'Co-Insurance' is the percentage of Covered Medical Expenses in excess of the Deductible Amount, if applicable, which will be reimbursed under this Plan.

'Convalescent Hospital' means an institution which provides recuperative care and which is qualified to participate and is eligible to receive payments under and in accordance with the provisions of the Provincial Hospital Act and which

- is operated in accordance with the applicable laws of the jurisdiction in which it is located;
- has a licensed Doctor and Registered Nurses (R.N.) in attendance 24 hours a day;
- is regularly engaged in providing room and board and skilled nursing care of sick or injured persons during the convalescent stage of a sickness or injury;
- maintains a daily record of each patient under the care of a Doctor.

'Covered Medical Expenses' mean the reasonable and customary expenses incurred for the medical services and supplies shown in the section entitled Covered Medical Expenses. These services and supplies must be:

- performed or prescribed by a Doctor, unless specifically stated otherwise; and
- rendered to you or an Insured Dependent for the treatment of injury or sickness; and
- medically necessary in terms of generally accepted medical standards; and
- unavailable under any government hospital or medical care plans; and

those which Metropolitan is not prohibited by law from providing.

'Custodial Care' means care that is provided to persons for the purpose of meeting personal needs such as bathing, dressing, feeding and other activities of daily living.

'Deductible Amount' is the amount of Covered Medical Expenses shown in the Schedule of Insurance which must be paid by or on behalf of you or your Insured Dependent in any Calendar Year before reimbursement will be made under this Plan.

HEALTH CARE INSURANCE

'Dentist' means a person licensed to practice dentistry by the licensing authority of the jurisdiction in which he or she practices.

'Doctor' means a person who is legally licensed to practice medicine by the licensing authority of the jurisdiction in which he or she practices.

'Hospital' means a facility which:

- is legally licensed and
- provides a broad range of 24-hour-a-day medical and surgical services for sick and injured persons by, or under the supervision of, a staff of Doctors and
- provides 24-hour-a-day nursing care by, or under the direction of a Nurse.

'Optometrist' or 'Ophthalmologist' means a person who legally engages in his or her practice by virtue of a license issued by the licensing authority in the jurisdiction where the service is rendered.

'Reasonable and Customary Charges' mean charges which are usually made for the items listed under the Covered Medical Expenses in the absence of insurance excluding any portion of the charges which exceed the general level of charges in the area where the expense is incurred.

'Registered Nurse' and 'Registered Nursing Assistant' means a nurse who is listed on the appropriate provincial registry.

Payment Of Benefits

Metropolitan will pay **benefits** if you incur Covered Medical Expenses:

- for you or an Insured Dependent during a medical expense period; and
- while you or an Insured Dependent are insured for benefits; and
- the Covered Medical Expenses are more than the Deductible Amount,

An expense is "incurred" on the date the service or supply for which the charge is made is received.

Benefits will be equal to the Covered Percentage of those Covered Medical Expenses which are more than the Deductible Amount.

HEALTH CARE INSURANCE

Covered Medical Expenses

me following are medical services or supplies which are Covered Medical Expenses:

A. Hospital

Charges for room and board in a Hospital up to the difference between the Hospital room and board benefit shown in the Schedule of Insurance and the charge for public ward accommodation.

Room and board charges which in the opinion of Metropolitan are primarily for Chronic Care or Custodial Care are not Covered Medical Expenses.

B. Drugs and Medicines

- Drugs which bear a drug identification number (D.I.N.) and which under applicable federal or provincial law may only be dispensed upon a prescription of a Doctor or a Dentist.
- Compound medications of which at least one ingredient bears a D.I.N. number and may only be dispensed upon a prescription of a Doctor or a Dentist.
- Injectable vitamins and orally administered contraceptives.

Exceptions to the above definitions may be made but only at the request of the Policyholder if the drug/medication is considered to be life sustaining.

Exclusions

The following items are not Covered Medical Expenses:

Vitamins (other than injectable) and dietary supplements. Diaphragms, condoms, contraceptive jellies, or appliances normally used for contraception whether or not prescribed for a medical reason. Medicines which bear a General Public (G.P) number on their label.

C. Expenses Incurred While Out-of-Canada

Charges for the following items incurred while out of Canada will be paid provided the expense is prescribed by a Doctor:

- Services for emergency treatment of a bodily injury or disease which occurred while you or your Insured Dependent were travelling outside Canada

hospital charges for room and board in a Hospital as described in item A and auxiliary hospital services in a Hospital: and

services of a Doctor; and

HEALTH CARE INSURANCE

drugs which may only be dispensed upon the prescription of a Doctor or a Dentist.

The eligible expenses will be equivalent to the charge made in the area where the expenses are incurred less any charge covered by any government plan, subject to a lifetime maximum amount payable under this provision of \$1,000,000 for each individual.

- Services which are not available in Canada and are performed following written referral by the attending Doctor and prior approval by Metropolitan, which require

hospital charges for room and board in a Hospital up to \$75 per day and auxiliary hospital services in a Hospital, subject to a maximum of 30 days per Calendar Year, and

services of a Doctor up to twice the amount specified for the service in the General Practitioners' Fee Guide applicable in your or your Insured Dependent's province of residence,

less the amount payable under any provincial plan, subject to a lifetime maximum of \$50,000 for each individual.

D. Other Expenses

- In-home Nursing Care

Expenses for In-home Nursing Care will be paid when there is a clear medical necessity, as determined by a Doctor, for the nursing services of a Registered Nurse (R.N.) or Registered Nursing Assistant to attend to you or your Insured Dependent in your home. Expenses for services which in the opinion of Metropolitan are primarily for Chronic Care or Custodial Care are not Covered Medical Expenses.

Expenses for In-home Nursing Care will be paid if the following additional conditions are met:

- a) the nursing care is prescribed by a Doctor who must specify:
 - 1) the level of nursing skill required,
 - 2) the amount of time in each day required for nursing services,
 - 3) the expected duration for which the nursing care is required; and
- b) the Registered Nurse or Registered Nursing Assistant does not ordinarily reside in the home of or is not related to you or your Insured Dependent: and
- c) the Registered Nurse or Registered Nursing Assistant is currently registered with the appropriate provincial nursing association when the services are performed; and

HEALTH CARE INSURANCE

- d) you or your Insured Dependent are not temporarily absent from, but otherwise confined as a patient in any institution; and
- e) the charges allowed for nursing care will not exceed the usual, Reasonable and Customary Charge asset by the largest nursing employer registry in the province where the services are performed: and
- f) all applicable provincial or federal government assistance (based on age, disability, income, etc.) is applied for.

The maximum reimbursement for you or your Insured Dependent in any period of 12 consecutive months will not exceed \$25,000.

◦ Charges will be paid for:

- i) licensed ground ambulance service when used to transport you or your Insured Dependent:

from the place where you or your Insured Dependent suffer bodily injury, sickness or disease to the nearest Hospital where adequate treatment is available,

from one Hospital to another Hospital,

from a Hospital to your or your Insured Dependent's residence,

or

- ii) charges for economy air fare for your or your Insured Dependent's return to the province of residence when your or your Insured Dependent's physical condition precludes the use of any other means of transportation, but only to the extent that such charges are not covered under any government plan.

◦ Room and board charges in a Convalescent Hospital in Canada as follows:

the daily room and board charge in the Convalescent Hospital is limited to the amount by which the Convalescent Hospital semi-private charge exceeds the amount provided under the Provincial Hospital Act.

The above benefits will be payable provided that your or your Insured Dependent's confinement is ordered by a Doctor as necessary for recuperative treatment or care for the same sickness or injury for which you or your Insured Dependent have been confined in a Hospital.

Room and board charges which in the opinion of Metropolitan are primarily for Chronic Care or Custodial Care are not Covered Medical Expenses.

◦ Diagnostic laboratory and X-ray examinations.

HEALTH CARE INSURANCE

- Rental, or at the option of Metropolitan, purchase of equipment required for temporary therapeutic use.
- Plaster casts, splints, braces and crutches.
- Charges for the purchase of
 - elastic stockings, with a limit of 2 pairs per individual per Calendar Year,
 - back and abdominal supports,
 - traction devices, girdles and other similar prosthesis,
 - cervical braces or collars, and
 - supplies which are required as the result of an ileostomy or a colostomy.
- The purchase of stockings to cover a stump, subject to a maximum of six pairs per individual in any Calendar Year.
- Artificial limbs, eyes or other prosthetic devices, including replacement when approved by Metropolitan prior to purchase.
- Charges for diabetic supplies.
- Oxygen and rental of equipment for its administration, except where charges for these items are included in any Hospital charge.
- Orthopaedic shoes which are an integral part of a brace or are specially constructed for the patient, including modifications to such shoes, minus the cost of a regular pair of shoes, provided that the shoes or modifications are prescribed in writing by a Podiatrist or by a Doctor.
- Services of legally licensed Chiropractors, Naturopaths, Osteopaths and Podiatrists, whether or not prescribed by a Doctor, provided no portion of a charge for these services is payable under any government plan, subject to a maximum of \$10 per visit per individual.
- Covered charges for services of a Chiropractor include X-Ray examinations up to \$35 per Calendar Year for each individual.
- Charges by a Podiatrist for performed surgery, subject to a maximum of \$200 per individual in any Calendar Year.
- Physiotherapy provided by a Physiotherapist or speech therapy provided by a Speech Therapist, subject to a maximum of \$10 per visit per individual.
- Services of a Masseur or Masseuse subject to a maximum of \$10 per visit per individual.

HEALTH CARE INSURANCE

- Services of Doctors, including specialists rendered outside the province of residence of the person receiving the service up to reasonable, necessary and customary charges.
- Services of a registered or licensed Psychologist subject to a maximum of
 - \$10 per half-hour per individual for individual psychotherapy sessions,
 - \$12 per half-hour per family for family psychotherapy sessions,
 - \$4 per hour per individual for group psychotherapy sessions, and
 - \$10 per visit per individual for all other types of visits.
- Charges by a Dentist, for services rendered in the treatment of accidental injuries to sound, vital, natural teeth, which are completed within 12 months of the accident where the injury was caused by external, violent and accidental means up to, in the case of replacement, a maximum amount of \$500 per accident for each individual.

Such accidental injuries must be suffered while you or your Insured Dependent are insured under this Plan.
- Services of a Dentist for excision of a *cyst* or tumour.
- Charges for the purchase and repair of hearing aids, obtained on the written prescription of a Doctor *certified* as an otolaryngologist subject to a maximum of \$300 per individual in any 5-year period.
- Charges for
 - The services of an Optometrist for visual-motor treatments, subject to a maximum of \$10 per half-hour per individual.

Contact lenses and eye glasses (lenses and frames) - other than sunglasses, safety glasses and glasses for cosmetic and aesthetic purposes - provided such appliances are necessary for the correction of vision following cataract surgery and are prescribed by an Optometrist or Ophthalmologist, and repairs to such appliances, subject to the lifetime maximum of \$100 per eye, per individual.
 - Eye examinations by an Optometrist or Ophthalmologist, but for not more than 1 examination per individual in any period of 24 consecutive months (12 months for a dependent child under age 18);

Contact lenses and eye glasses (lenses and frames) - other than sunglasses, safety glasses and glasses for cosmetic and aesthetic purposes - provided such appliances are necessary for the correction of vision and are prescribed by an optometrist or Ophthalmologist, and repairs to such appliances, subject to the maximum as shown in the Schedule of Insurance;

HEALTH CARE INSURANCE

Contact lenses, where an Optometrist or Ophthalmologist certifies that such an appliance will improve acuity to at least the 20/40 level and the acuity cannot be improved to that level by spectacle lenses, subject to the maximum as shown in the Schedule of Insurance;

All claims must be accompanied by a new prescription and no coverage is extended to repeat prescriptions where there is no change in visual acuity.

No coverage will be extended for tinting of current or new lenses, or for lost or stolen glasses.

Exclusions

Expenses in connection with the following are not Covered Medical Expenses:

- Any services rendered and received before Health Care Insurance on you or your Insured Dependent became effective.
- Services or supplies required as a result of self-inflicted injuries while sane or insane.
- Services or supplies dispensed by a person who ordinarily resides with you or your Insured Dependent or who is related to you or your Insured Dependent by blood or marriage.
- Cosmetic surgery or treatment, except as required for correction of damage caused by accidental injury sustained while insurance on you or your Insured Dependent is in force.
- Services or supplies to the extent that such services or benefits for such services are available under any plan or program established pursuant to the laws or regulations of any government, including any motor vehicle no fault coverage required by statute, and any services to the extent that any government prohibits payment of insurance benefits therefor.
- Services or supplies for which the individual receiving them is not required to make payment, or where payment is received as a result of legal action or settlement.
- Services or supplies received to correct an injury sustained while committing or attempting to commit a criminal offence (other than an offence involving .08 blood alcohol).
- Services for which benefits are payable under a workers' compensation act or similar legislation.
- Services, drugs or supplies which are deemed experimental in terms of generally accepted medical standards.
- Dental services or supplies and appliances, except as specifically provided under 'Covered Medical Expenses'.

HEALTH CARE INSURANCE

- Services, supplies, or appliances provided in connection with treatment to alter, correct, fix, improve, remove, replace, reposition, restore or treat:

the jaw, any jaw implant, or the joint of the jaw (the temporomandibular joint);

teeth;

the gums and tissues around the teeth;

the parts of the upper or lower jaw which contain the teeth (the alveolar process and ridges):

the meeting of upper and lower teeth; or

the chewing muscles.

These services, supplies, or appliances are not covered even if they are: (i) needed because of symptoms, sicknesses, or injuries which affect some other part or parts of the body; or (ii) provided in connection with any examination or treatment of the teeth, gums, jaw, or chewing muscles because of pain, injury, decay, malformation, disease or infection.

If Health Care benefits have been paid under the Group Policy for services received by an individual and it is later established that the charges for these services were not paid by you or your Insured Dependent, or that you or your Insured Dependent were otherwise reimbursed therefor, Metropolitan will be entitled to a refund of the amount of the benefits paid which is in excess of the benefits that would have been payable based on the actual charges incurred and paid.

Payment Of Claims

Proof of claim satisfactory to Metropolitan, other than for Vision Care Benefits must be made on forms provided by Metropolitan on the earlier of 12 months after the date on which the expense is incurred or 6 months after the date of cancellation of the insurance or 1 month after your termination date.

Proof of claim satisfactory to Metropolitan with regards to Vision Care Benefits must be made on forms provided by Metropolitan not later than 90 days from date on which an expense is incurred.

Metropolitan in respect of any claims may require, as the case may be, itemized hospital bills, drug and equipment bills and an itemized statement completed by the Doctor or other practitioner who attended you or your Insured Dependent.

Benefits will be paid to you upon receipt by Metropolitan of written proof covering the event for which claim is made. Upon receipt of written authorization, Metropolitan may pay such benefits directly to the person or agency that rendered the services for which payment is to be made; payment so made shall discharge Metropolitan's obligation with respect to the benefits so paid.

HEALTH CARE INSURANCE

Benefits After Cessation Of Insurance

No benefits are payable for Covered Medical Expenses incurred after the date that insurance on you or your Insured Dependent ceases.

In the event you or your Insured Dependent are totally disabled on the date when the insurance would normally cease, the Health Care Insurance for the disabled person will continue during the period of disability up to 90 days from such termination date.

DENTAL CARE INSURANCE
(Each Insured Person or Insured Dependent)

Definitions

'Calendar Year' means a dental expense period from January 1st to December 31st.

'Co-insurance' is the percentage of eligible expenses which will be reimbursed under this Plan.

'Covered Dental Expenses' mean expenses incurred for Covered Dental Procedures listed herein, which are reasonable, **necessary** and customary and are performed, recommended or approved by a Dentist excluding any charges which are in excess of the amount recommended in the Dental Association Fee Guide specified in the Schedule of Insurance.

Where a Covered Dental Procedure does not appear in the prevailing Fee Guide, the amount of Covered Dental Expense for such procedure will be determined by Metropolitan on a reasonable and customary basis.

'Dentist' means a person licensed to practice dentistry by the licensing authority of the jurisdiction in which he or she practices.

'Paradental practitioner' means a person licensed by the appropriate authority of the jurisdiction in which he or she practices to work as a direct practitioner supplying and fitting dentures.

'Reasonable and Customary Charges' mean charges which are usually made for the items listed under Covered Dental Expenses in the absence of insurance excluding any portion of the charges which exceed the general level of charges in the area where the expense is incurred.

Payment Of Benefits

Metropolitan will pay Dental Expense Benefits if you incur Covered Dental Expenses:

for you or an Insured Dependent during a dental expense period; and

while you or an Insured Dependent are insured for benefits.

An expense is **"incurred"** on the date the type of dental service for which the charge is made is completed.

Benefits will be equal to the Covered Percentage of those Covered Dental Expenses. The sum of all benefits for all Covered Dental Expenses incurred for you or your Insured Dependent during any Calendar Year will not be more than the applicable Maximum Benefit, if any, shown in the Schedule of Insurance.

In order to determine what are the amounts of Covered Dental Expenses, Metropolitan may ask for X-rays and other diagnostic and evaluative materials. If they are not given, Metropolitan will determine Covered Dental Expenses on the basis of the information which is available. This may reduce the amount of **benefits** which otherwise would have been payable.

DENTAL CARE INSURANCE

PredeterminationOf Benefits Payable

If a dental bill is expected to be \$300 or more, before the Dentist starts the treatment, you or your Insured Dependent can find out what Dental Expense Benefits will be paid under this Plan. To do this, you or your Insured Dependent should submit a claim form in which the Dentist states:

- the work to be done, and
- what the cost will be.

Metropolitan will then tell you or your Insured Dependent what Dental Expense Benefits this Plan will pay.

COVERED DENTAL EXPENSES

TYPE A SERVICES - REIMBURSEMENT AT 100%

DIAGNOSTIC SERVICES

Complete oral examination (once in 36 consecutive months)

01101, 01102, 01103, 01110, 01120, 01130

Limited oral examination, previous patient (once in any Calendar Year)

01200, 01202, 01203

Limited oral examination, new patient (once in 12 consecutive months)

01201

Specific oral examination

01204, 01400

Emergency examination

01205, 01300

Mixed dentition analysis (once in 36 consecutive months)

01206

Miscellaneous comprehensive or general oral examination

01301, 01401, 01501, 01601, 01701, 01801

Miscellaneous specific oral examination

01402, 01502, 01602, 01703, 01802

Intra-oral X-rays, complete series (once in 36 consecutive months)

02101, 02102

DENTAL CARE INSURANCE

Intra-oral periapical X-rays, 1 to 15 films

02111, 02112, 02113, 02114, 02115, 02116,
02117, 02118, 02119, 02120, 02121, 02122,
02123, 02124, 02125

Intra-oral occlusal X-rays, 1 to 6 films

02131, 02132, 02133, 02134, 02135, 02136

Intra-oral bitewing X-rays, 1 to 6 films (once in any Calendar Year)

02141, 02142, 02143, 02144, 02145, 02146

Extra-oral X-rays

02201, 02202, 02203, 02204, 02209

Postero-anterior, lateral skull and facial bone X-rays

02301, 02302, 02303, 02304, 02309

Sialography

02400, 02401, 02402, 02409

Use of radiopaque dyes to demonstrate lesions

02411, 02412, 02419, 02430

Temporomandibular joint X-rays

02501, 02502, 02503, 02504, 02509

Panoramic X-rays (once in 36 consecutive months)

02600, 02601

Interpretation of X-rays from another source

02800, 02801, 02802, 02809

Duplicate X-rays

02910, 02911, 02912, 02913, 02914, 02915,
02916, 02917, 02918, 02919

Microbiological tests

04100, 04101

Histological tests

04302, 04311, 04312, 04313, 04321, 04322,
04323

Cytological tests

04401, 04402

Pulp vitality tests

04501, 04509

DENTAL CARE INSURANCE

Laboratory reports

04602, 04603

Treatment planning - per unit of time

05101, 05102, 05103, 05104, 05109

PREVENTIVE SERVICES

Polishing (twice in any Calendar Year)

11100, 11200, 11300

Polishing (2 units of time in any Calendar Year)

11101, 11102, 11107

Polishing (2 units of time in any Calendar Year)

11109

Preventive scaling (see Limitations and Exclusions) (2 units of time in any Calendar Year)

11111, 11117

Preventive recall packages (If any component code of these procedure codes is not a separate Covered Dental Expense, it will not be covered under these procedure codes.) (twice in any Calendar Year)

11201, 11202, 11203, 11301, 11302, 11303,

11401, 11402, 11403, 11501, 11502, 11503

Fluoridreatment, topical application (twice in any Calendar Year) (applicable only to dependent children under 19 years of age)

12101, 12400

Pit and fissure sealants

13401, 13404, 13409

Preventive restoration resin

13411, 13419

Topical application of antimicrobial agent, hard tissue

13600

Habit-breaking appliances

14101, 14102, 14201

Space maintainers, band type (applicable only to dependent children under 18 years of age)

15101, 15102, 15103, 15104, 15105, 15110,

15111, 15120

Space maintainers, Stainless steel crown type (applicable only to dependent children under 18 years of age)

15200, 15201, 15202, 15210

DENTAL CARE INSURANCE

Space maintainers, cast type (applicable only to dependent children under 18 years of age)
15301, 15302

Space maintainers, acrylic (applicable only to dependent children under 18 years of age)
15400, 15401, 15402, 15403

Space maintainers, acid etched pontic type (applicable only to dependent children under 18 years of age)
15501

Space maintainers, maintenance (applicable only to dependent children under 18 years of age)
15601, 15602

Caries, trauma and pain control (with retentive band)
20121, 20129

RESTORATIVE SERVICES

Caries, trauma and pain control/pulp capping
20111, 20119

RESTORATIVE SERVICES (fillings)

Amalgam restorations, primary teeth
21101, 21102, 21103, 21104, 21105, 21111,
21112, 21113, 21114, 21115

Amalgam restorations, permanent teeth
21211, 21212, 21213, 21214, 21215, 21221,
21222, 21223, 21224, 21225

Retentive pins for amalgams and restorations
21303, 21304, 21401, 21402, 21403, 21404,
21405

Tooth coloured restorations, permanent anteriors
23101, 23102, 23103, 23104, 23105, 23111,
23112, 23113, 23114, 23115, 23118

RESTORATIVE SERVICES

Tooth coloured veneer applications
23123

DENTAL CARE INSURANCE

RESTORATIVE SERVICES (fillings)

Miscellaneous tooth coloured restorations

23211, 23212, 23213, 23214, 23215, 23221,
23222, 23223, 23224, 23225, 23311, 23312,
23313, 23314, 23315, 23321, 23322, 23323,
23324, 23325, 23401, 23402, 23403, 23404,
23405, 23411, 23412, 23413, 23414, 23415,
23501, 23502, 23503, 23504, 23505, 23511,
23512, 23513, 23514, 23515

DENTURE REPAIRS, REBASING, RELINING AND TISSUE CONDITIONING (see Limitations and Exclusions)

Denture repairs or additions

55101, 55102, 55103, 55104, 55201, 55202,
55203, 55204, 55301, 55302, 55401, 55402,
55403, 55520, 55530

Denture rebasing or relining

56200, 56201, 56210, 56211, 56212, 56213,
56220, 56221, 56222, 56223, 56230, 56231,
56232, 56233, 56241, 56242, 56243, 56251,
56252, 56253, 56260, 56261, 56262, 56263,
56311, 56312, 56313, 56321, 56322, 56323,
56331, 56332, 56333, 56341, 56342, 56343

Denture tissue conditioning

56270, 56271, 56272, 56273, 56511, 56512,
56513, 56521, 56522, 56523

REMOVABLE PROSTHODONTICS (dentures) (see Limitations and Exclusions)

Resetting of teeth

56602

ORAL AND MAXILLOFACIAL SURGERY (extractions)

Removal, erupted teeth, uncomplicated

71101, 71109, 71111

Removal, erupted teeth, complicated

71201, 71209, 72100

Removal, impacted teeth

72111, 72119, 72210, 72211, 72219, 72220,
72221, 72229, 72230, 72231, 72239, 72240

DENTAL CARE INSURANCE

Removal, residual roots

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

MAJOR ORAL AND MAXILLOFACIAL SURGERY

Post-surgical care

79605

ANAESTHESIA (see Limitations and Exclusions)

Local anaesthesia

92101, 92102, 92110, 92120

General anaesthesia

92201, 92212, 92213, 92214, 92215, 92216,
92217, 92218, 92219

Provision of facilities, equipment and supplies

92222, 92223, 92224, 92225, 92226, 92227,
92228, 92229

Anaesthesia, deep sedation

92301, 92302, 92303, 92304, 92305, 92306,
92307, 92308, 92309

Inhalation sedation

92310, 92411, 92412, 92413, 92414, 92415,
92416, 92417, 92418, 92419

Nitrous oxide with oral sedation

92421, 92422, 92423, 92424, 92425, 92426,
92427, 92428, 92429

Intravenous sedation

92431, 92432, 92433, 92434, 92435, 92436,
92437, 92438, 92439

Intramuscular sedative drugs

92441, 92442, 92443, 92444, 92445, 92446,
92447, 92448, 92449

Combined sedation

92451, 92452, 92453, 92454, 92455, 92456,
92457, 92458, 92459

Oral sedation

92461, 92462, 92463, 92464, 92465, 92466,
92467, 92468, 92469

DENTAL CARE INSURANCE

ADJUNCTIVE GENERAL SERVICES

Emergency treatment

91110, 91111, 91112, 91113, 91119, 91120,
91121, 91122, 91123, 91129

Consultation with member of profession

93100, 93111, 93112, 93119, 99200

House or non-emergency Hospital calls

94100, 94101, 94102, 94200

office or institutional visit

94301

After-hours office visit

94302, 94400

TYPE B SERVICES - REIMBURSEMENT AT 100%

PREVENTIVE SERVICES

Caries, trauma and pain control (with retentive band)

39930

RESTORATIVE SERVICES

Caries, trauma and pain control/pulp capping

20131, 20139, 31100, 31110, 39960

ENDODONTIC SERVICES (root canals and related services)

Pulpotomy

32201, 32202, 32210, 32221, 32222, 32231,
32232

Pulpectomy

32311, 32312, 32313, 32314, 32315, 32321,
32322, 39901

Root canals

33100, 33111, 33112, 33113, 33114, 33116,
33121, 33122, 33123, 33124, 33126, 33131,
33132, 33133, 33134, 33136, 33141, 33142,
33143, 33144, 33146, 33200, 33300, 33400,
33401, 33402, 33403

DENTAL CARE INSURANCE

Apexification, including dentogenic media

33501, 33502, 33503, 33601, 33602, 33603,
33604, 33605, 33611, 33612, 33613, 33614

Apicoectomy/apical curettage

34101, 34102, 34103, 34104, 34111, 34112,
34114, 34115, 34121, 34122, 34123, 34131,
34132, 34133, 34134, 34141, 34142, 34151,
34152, 34153, 34161, 34162, 34163, 34164,
34311, 34312, 34321, 34322, 34323, 34324,
34331, 34332, 34333, 34334, 34341, 34342,
34351, 34352, 34353, 34354, 34361, 34362,
34363, 34364

Retrofilling

34201, 34202, 34203, 34211, 34212, 34215,
34221, 34222, 34223, 34224, 34231, 34232,
34233, 34234, 34241, 34242, 34251, 34252,
34253, 34254, 34261, 34262, 34263, 34264

Root amputations

34401, 34402, 34411, 34412

Isolation of tooth or teeth to maintain aseptic operating field

39100, 39101, 39110, 39120

Hemisection

34421, 34422, 34423, 39230

Enlargement of canal and/or pulp chamber

34601, 34602

Removal of tooth, apical filling and replantation

34451, 34452, 34453

Retreatment of previously treated tooth

33110, 33115, 33125, 33135, 33145, 33210,
33310, 33410

Opening and drainage

39201, 39202, 39211, 39212

Relief of traumatic occlusion

39970

PERIODONTIC SERVICES

Application of displacement dressings

41101, 41102, 41103, 41104, 41109

DENTAL CARE INSURANCE

Management of oral disease

41200, 41211, 41212, 41213, 41214, 41219,
41221, 41222, 41223, 41224, 41229, 41231,
41232, 41233, 41234, 41239

Desensitization

41300, 41301, 41302, 41309

Gingival curettage

42000, 42001, 42111

Gingivoplasty

42002, 42201

Gingivectomy

42003, 42010, 42311, 42321, 42331, 42339,
42341

Flap approach surgery

42100, 42101, 42411, 42421, 42431, 42441,
42451

Soft tissue grafts with flaps

42200, 42300, 42511, 42531

Soft tissue graft with graft in pedicle donor site

42541

Coronally positioned grafts

42521

Osseous grafts

42611, 42621

Connective tissue grafts

42551

Operation proximal wedge

42400, 42811, 42819

Guided tissue regeneration

42711

Post-surgical treatment

42720, 42821, 42822, 42823, 42829

Provisional periodontal splinting or ligation

43111, 43200, 43211, 43212, 43221, 43231,
43241, 43260, 43261

DENTAL CARE INSURANCE

Dental floss ligation
43251

Occlusal adjustment (8 units of time per lifetime)
43300, 43310, 43311, 43312, 43313, 43314,
43317, 43319

Scaling
43411, 43412, 43413, 43414, 43417

Scaling (see Limitations and Exclusions) (8 units of time in any Calendar Year)
11111, 11112, 11113, 11114, 11115, 11116,
11117, 11119

Root planing
43421, 43422, 43423, 43424, 43425, 43426,
43427, 43429

Periodontal appliances
43600, 43611, 43612

Periodontal re-evaluation
49101, 49102, 49109

MAJOR ORAL AND MAXILLOFACIAL SURGERY

Surgical exposure of teeth
72410, 72411, 72511, 72519, 72521, 72529,
72541, 72551

Surgical repositioning
72440, 72631, 72639

Enucleation
72450, 72711, 72719

Alveoloplasty
73020, 73100, 73110, 73111, 73121

Excision of bone
73133, 73134, 73135

Removal of bone
73140, 73153, 73154, 73161

Tuberosity/Tuberoplasty
73150, 73151, 73171, 73172

DENTAL CARE INSURANCE

Gingivoplasty and/or stomatoplasty
73152, 73211, 73221, 73224

Vestibuloplasty, sub-mucous
42310, 73411

Surgical excision, benign tumors
74108, 74109, 74111, 74112, 74113, 74114,
74115, 74116, 74117, 74118, 74121, 74122,
74123, 74124, 74125, 74126, 74127, 74128

Surgical excision, malignant tumors
74211, 74212, 74213, 74214, 74215, 74216,
74217, 74218, 74221, 74222, 74223, 74224,
74225, 74226, 74227, 74228

Surgical excision, *cysts* or granulomas
74408, 74409, 74410, 74611, 74612, 74613,
74614, 74615, 74616, 74617, 74618, 74631,
74632, 74633, 74634, 74635, 74636, 74637,
74638

Marsupialization of *cyst*
74621

Surgical incision, intra-oral
75100, 75101, 75110, 75111, 75112, 75113,
75121

Surgical exploration or trephination, intra-oral
75122, 75123

Surgical incision, extra-oral
75211, 75212

Surgical exploration, extra-oral
75221

Reduction of fractures, closed reduction
76201, 76210, 76301, 76310, 76401, 76601,
76910, 76911, 76921

Reduction of fractures, open reduction
76922, 76923, 76924

Replantation of avulsed tooth or teeth
39981, 76941, 76949

DENTAL CARE INSURANCE

Repositioning of displaced teeth, repairs-lacerations (under 2 cm.)

39985, 76950, 76951, 76952, 76959, 76961

Repairs-lacerations (2 cm. or over)

76962, 76963, 76964, 76965, 76966, 76967,
76968, 76969

Frenectomy

77801, 77802, 77803

Frenectomy with myotomy or frenoplasty

77804, 77805, 77806

Glossectomy

77901, 77902

Temporomandibular joint (TMJ) dislocation treatment, closed reduction

78102, 78103, 78110, 78111

Post-surgical care

79601, 79602, 79603, 79604

TYPE C SERVICES - REIMBURSEMENT AT 50%

REMOVABLE PROSTHODONTICS (dentures) (see Limitations and Exclusions)

Complete permanent dentures, standard (once in 60 consecutive months)

51100, 51101, 51102, 51103, 51110, 51120,
51300, 51301, 51302, 51303, 51310, 51320

Complete transitional dentures

51600, 51601, 51602, 51603, 51610

Partial transitional dentures

52101, 52102, 52103, 52120, 52121, 52129

Partial immediate dentures

52111, 52112, 52113

Partial dentures, resilient retainer

52122, 52123, 52124, 52201, 52202, 52203

Partial immediate dentures, resilient retainer

52211, 52212, 52213

DENTAL CARE INSURANCE

Partial dentures, clasps and/or rests

52230, 52231, 52232, 52301, 52302, 52303

Partial immediate dentures with clasps and/or rests

52311, 52312, 52313

Partial dentures with lingual bar

52401, 52402, 52403

Partial immediate dentures with lingual bar

52411, 52412, 52413

Partial dentures, cast with acrylic base

52400, 52410, 52420, 52500, 52510, 52520,
52530, 52600, 52601, 52610, 52611, 53101,
53102, 53103, 53111, 53112, 53113, 53121,
53122, 53123, 53201, 53202, 53203, 53205,
53211, 53212, 53213, 53215, 53301, 53302,
53401, 53402, 53403, 53501, 53502, 53503,
53611, 53612, 53613, 53621, 53622, 53623

Partial dentures, cast with acrylic base (once in 60 consecutive months)

53131, 53132, 53133, 53221, 53222, 53223

Denture adjustments

54201, 54202, 54209, 54250, 54300, 54301,
54302, 54303

Denture remake

56411, 56412, 56413

TYPE D SERVICES - REIMBURSEMENT AT 50%

RESTORATIVE SERVICES (including crowns) (see Limitations and Exclusions)

Restorations, amalgam core in conjunction with crown

21301

Prefabricated metal restorations, primary teeth (once in 60 consecutive months)

22201, 22202, 22211, 22212, 27403

Prefabricated metal restorations, permanent teeth (once in 60 consecutive months)

22301, 22302, 22311, 22312, 27413

Prefabricated plastic restorations, primary teeth (once in 60 consecutive months)

22401, 22411, 27421, 27422

DENTAL CARE INSURANCE

Prefabricated plastic restorations, permanent teeth (once in 60 Consecutive months)
22501, 22511, 27423, 27424

Tooth coloured restorations, core in conjunction with crown
23601

Inlay restorations
25100, 25111, 25112, 25113, 25114, 25121,
25122, 25123, 25124, 25131, 25132, 25133,
25134, 25141, 25142, 25143, 25144, 25200,
25300

Onlay restorations
25500, 25511, 25512, 25521, 25531

Retentive pins for inlays, onlays and crowns
25601, 25602, 25603, 25604, 25605

Posts and cores
25711, 25712, 25713, 25721, 25722, 25723,
25724, 25731, 25732, 25733, 25741, 25742,
25743, 25751, 25752, 25753, 25754, 25755,
25756, 27640, 27700, 27701, 27707, 27710,
29501, 29502, 29503, 29600

Plastic crowns (once in 60 consecutive months)
27100, 27110, 27111, 27112, 27114

Plastic crowns, transitional
27113, 27121, 27122, 27130, 27140

Porcelain or ceramic crowns (once in 60 consecutive months)
27200, 27201, 27210, 27211, 27212

Metal crowns (once in 60 consecutive months)
27300, 27301, 27302, 27310, 27311, 27312,
27313

Crown made to partial denture clasp
27401, 27409

Amalgam restoration made to partial denture clasp
21501

Composite restoration made to partial denture clasp
23701

Metal or plastic copings
27501, 27502

DENTAL CARE INSURANCE

Laboratory processed veneers
27601, 27602

Plastic repairs
27711

Porcelain or ceramic repairs
27721, 27722

RESTORATIVE SERVICES

Restorative procedures to overdentures
28102

RESTORATIVE SERVICES (including crowns)

Recementation or rebonding to inlays, onlays, crowns or veneers
29100, 29101, 29102, 29103, 29109

Removal of inlays, onlays, crowns or veneers
29300, 29301, 29302, 29303, 29309

FIXED PROSTHODONTICS (bridges and related services) (see Limitations and Exclusions)

Processed acrylic pontic (once in 60 consecutive months)
62000

Bridge pontics, cast metal or porcelain (once in 60 consecutive months)
62100, 62101, 62102, 62103, 62501, 62502,
62510

Bridge pontics, acrylic (once in 60 consecutive months)
62600, 62701

Temporary bridge pontics, acrylic
62700, 62702, 62703

Natural tooth pontic, temporary
62801

Replacement, removal or recementation
66111, 66112, 66113, 66119, 66211, 66212,
66213, 66219, 66301, 66302, 66303, 66309,
66600, 66601, 66610, 66620, 66720

Fixed bridge repairs
66710, 66711, 66719, 66721, 66729, 66731,
66739

DENTAL CARE INSURANCE

Fixed bridge retainers (once in 60 consecutive months)
67100, 67101, 67102, 67110

Temporary fixed bridge retainers
67121, 67129, 67131, 67139

Porcelain or ceramic retainers (once in 60 consecutive months)
67200, 67201, 67202, 67210, 67211

Precision attachments (once in 60 consecutive months)
67212, 67302, 67312

Metal cast retainers (once in 60 consecutive months)
65500, 67301, 67311, 67321, 67322, 67331,
67341, 67410

Abutment preparation (once in 60 consecutive months)
67501

Retentive pins for retainers
69301, 69302, 69303, 69304, 69305, 69701,
69702, 69703, 69704

TYPE E SERVICES - IMBURSEMENT AT 50%

DIAGNOSTIC SERVICES

Laboratory reports
04601, 04604

ORTHODONTIC SERVICES (braces and related services) (see Limitations and Exclusions)

Orthodontic examination
01901, 01902

Cephalometric X-rays, films
02701, 02702, 02703, 02704, 02709

Cephalometric X-rays, tracing and interpretation
02751, 02752, 02759

Diagnostic photographs
04801, 04802, 04803, 04809

Diagnostic casts
04931

DENTAL CARE INSURANCE

Surgical exposure of tooth for orthodontic treatment
72412, 72531, 72539

Orthodontic observations, adjustments or appliances
80000 series

Payment for orthodontic treatment in progress
93331

Determination of Preventive or Periodontal Scaling Treatment

If scaling treatment is covered under both preventive and periodontic services, MetLife will determine whether such treatment is payable under the preventive or periodontic services based on the following:

- Scaling treatment shall be considered preventive scaling provided the charge for such treatment is for less than 2 units of time and provided such treatment:
 - is the only treatment provided on that date; or
 - is provided on the same date as other procedures that are not periodontic services.
- Scaling treatment shall be considered periodontal scaling provided the charge for such treatment is for 2 or more units of time or is provided on the same date as other procedures that are periodontic services.

Limitations Applicable to Denture Repairs, Rebasing, Relining and Tissue Conditioning

Covered expenses incurred in connection with dentures are limited as follows:

1. Tissue conditioning, rebasing or relining dentures providing 1 year has elapsed since installation of the appliance. Subsequent treatments are allowed every 3 years, as required.
2. Repair of an existing denture providing the existing denture was installed at least 3 years prior to the date of repair. This limitation will be waived where repair is necessitated by an accidental blow to the mouth but not by an object wittingly or unwittingly placed in the mouth.

3. Anaesthesia

Anaesthesia of any kind is not payable unless used in conjunction with:

- Oral surgery (excision); or
- Periodontal surgery; or
- Fractures and dislocations.

DENTAL CARE INSURANCE

Limitations and Exclusions Applicable to Dentures

Expenses incurred in connection with any of the following are not Covered Dental Expenses:

1. Initial placement of dentures which replace natural teeth that were extracted while not insured under this Plan, unless necessitated by the extraction of additional natural teeth extracted while insured under this Plan. In the event of a change of carrier, the burden of proof will remain with the claimant to verify the date of extraction and supply the name of the practitioner. The missing units will be replaceable if the teeth in question were extracted no more than one year prior to the effective date of the new Plan.
2. Replacement of an existing partial or full removable denture or the addition of teeth to an existing partial removable denture to replace extracted natural teeth, unless evidence satisfactory to Metropolitan is presented that:
 - the replacement or addition of teeth is required to replace 1 or more additional natural teeth extracted after the existing denture was installed and while you are or your Insured Dependent is covered under this provision, or
 - the existing denture was installed at least 5 years prior to its replacement and that the existing denture cannot be made serviceable, or
 - the existing denture is an immediate temporary denture replacing 1 or more natural teeth, and replacement by a permanent denture is required, and takes place within 12 months from the date of installation of the immediate temporary denture. If the transitional denture is not replaced within 12 months of installation, the denture will be considered as a permanent appliance and subject to the Plan limitations. This provision will not apply in the case of accidental injury involving a child, up to age 18.
3. Replacement of lost, missing or stolen prosthetic devices.
4. The replacement of an existing removable denture by a fixed prosthodontic appliance. An existing denture will be replaced by another denture, or the benefit equal to the cost of a new denture may be applied toward the treatment of choice.

Exclusions for Orthodontic

Expenses incurred in connection with any of the following are not Covered Dental Expenses:

- Orthodontic services for other than insured dependent children under the age of 18 years.
- Replacement of an orthodontic appliance.

DENTAL CARE INSURANCE

Payment of Orthodontic Claims

Payment for orthodontic expenses will be made on one of the following bases.

- If a receipt or completed claim form is submitted for each treatment as the charge is incurred, payment for the insured cost of the charge will be made **as** the charge is incurred.
- Quarterly payments will be made only upon receipt of a completed claim form or receipt from the Dentist or orthodontist that the treatment plan has continued through the 3 months for which the payment is due.

Limitations and Exclusions Applicable to Bridges & Crowns

Expenses incurred in connection with any of the following are not Covered Dental Expenses:

- Tooth coloured crowns, pontics or abutments placed on or replacing teeth, other than the 10 upper and 10 lower anterior teeth.
- Procedures involving the use of gold when a reasonable substitute consistent with accepted standards of dental practice could be used. Under such circumstances, the covered expense will be that shown in the applicable Fee Guide for the substitute.
- Initial **bridgework**, including inlays and onlays and crowns to form abutments which replace natural teeth that were extracted while not insured under this Plan are not Covered Dental Expenses unless necessitated by the extraction of additional natural teeth extracted while insured under this Plan. In the event of a change of carrier, the burden of proof will remain with the claimant to verify the date of the extraction and supply the name of the practitioner. The missing units will be replaceable if the teeth in question were extracted no more than one year prior to the effective date of the new Plan.
- Replacement of existing bridgework, or the addition of teeth to existing bridgework to replace extracted natural teeth, unless evidence **satisfactory** to Metropolitan is presented that
 - the replacement or addition of teeth is required to replace 1 or more additional natural teeth extracted after the existing bridgework was installed and while you or your Insured Dependent are covered under this provision, or
 - the existing crown or bridgework was installed at least 5 years prior to its replacement and that the existing crown or bridgework cannot be made serviceable.
- Repairs of existing bridgework are not Covered Dental Expenses unless the existing bridgework was installed at least 3 years prior to the date of the repair. This limitation will be waived where repair is necessitated by an accidental blow to the mouth but not by an object wittingly or unwittingly placed in the mouth.
- Replacement of lost, missing, or stolen prosthetic devices.

DENTAL CARE INSURANCE

- Transitional crowns and bridgework must be replaced by a permanent fixture within 12 months of installation, or the temporary crown or bridge will be considered a permanent fixture and subject to the Plan limitations. This provision will not apply in the case of accidental injury involving a child, up to age 18.

Exclusions

Expenses incurred in connection with any of the following are not Covered Dental Expenses:

- **Services**, treatments, appliances and supplies which are not set forth under the Covered Dental Codes and Procedures outlined in this Dental Plan.
- Services rendered prior to the effective date of the Dental Care Insurance for you or your Insured Dependent.
- Dental surgery or dental treatment for cosmetic purposes, unless such surgery or treatment is required for correction of damage caused by an accidental blow to the mouth but only to the extent that such surgery or treatment is a Covered Dental Expense in force at the time the damage was caused.
- Services for which **benefits** are payable under a workers' compensation act or similar legislation.
- Services received for injury sustained while committing or attempting to commit a criminal offence (other than an offence involving .08 blood alcohol).
- Service for which there is no cost to you or your Insured Dependent including payment received as a result of legal action or settlement.
- Services to the extent that such services or benefits for such services are available under any plan or program established pursuant to the laws or regulations of any government.
- The completion of insurance forms, charges for prescription drugs, implantology, athletic mouthguards and failure to keep a scheduled visit.
- **Full** mouth X-rays for any Insured Dependent who has not attained at least 10 years of age when the charges are incurred.
- Charges for laminates and masticques, both self or light cured.
- Laboratory charges exceeding 60% of the fixed fee for the procedure in the Dental Association Fee Guide specified in the Schedule of Insurance.
- Procedures, appliances and restorations used to increase vertical dimension or to restore the occlusion.
- Splinting for periodontal reasons where cast crowns, inlays, or onlays are used for this purpose.

DENTAL CARE INSURANCE

If Dental Care benefits have been paid under this Plan to you or your Insured Dependent for Covered Dental Expenses and it is later established that the charges for these Covered Dental Expenses were not paid by you or your Insured Dependent, or that you were or your Insured Dependent was otherwise reimbursed therefor, Metropolitan will be entitled to a refund of the amount of the benefits paid which is in excess of the benefits that would have been payable based on the actual charges incurred and paid by you or your Insured Dependent.

Payment Of Claims

Metropolitan, at its own expense, has the right and opportunity to have a Dentist designated by it examine you or your Insured Dependent when and as often as it may reasonably require while a claim is pending.

Dental Care benefits will be paid to you. Upon receipt by Metropolitan of written authorization, Metropolitan may pay such benefits directly to the person or agency that rendered the services for which payment is to be made: payment so made shall discharge Metropolitan's obligation with respect to the benefits so paid.

Proof of claim satisfactory to Metropolitan must be made on forms provided by Metropolitan on the earlier of 12 months after the date on which the expense is incurred or 6 months after the date of cancellation of the insurance or 1 month after your termination date.

Benefits After Cessation Of Insurance

No benefits are payable for Covered Dental Expenses incurred after the date the insurance on you or your Insured Dependent ceases.

CO-ORDINATION OF BENEFITS

When payment for benefits provided under this Plan is available to a covered person under any other pre-paid group health contract, group insurance policy or plan, benefits will be co-ordinated and the amount payable under this Plan will be pro-rated and limited to the extent that the total amount available under all coverages does not exceed 100% of the allowable expenses.

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

Order of Benefit Determination

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

- If another plan does not contain a Co-ordination of Benefits provision, the benefits of such plan will be deemed payable prior to the application of benefits under this Plan.
- If another plan contains a Co-ordination of Benefits provision the benefits of such plan will be co-ordinated with the benefits under this Plan as follows:

Priority will be attributed to the plan under which the covered person is eligible to receive the benefits in the following order:

other than as a Dependent, or

as a Dependent of the covered person with the earlier day and month of birth in the Calendar Year.

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

Covered person refers to the Insured Person or Insured Dependent as defined herein.

In addition, benefits for any out-of-country/province Health Care expenses will be co-ordinated with any other policy, plan or contract from any source that provides benefits for such expenses. The co-ordination will be administered in accordance with guidelines established by the Canadian Life and Health Insurance Association.

TIME LIMITS FOR SUBMISSION OF PROOF OF CLAIM

Written proof of a claim must be given to Metropolitan in accordance with the following:

Life Insurance - Death Claims - No time limit

Life Insurance - Disability Claims - not later than one year after the date of commencement of disability.

Insurance for Death or Dismemberment by Accidental Means - not later than 90 days after the date of the loss.

Short Term Disability Insurance - not later than 31 days after the date of commencement of disability.

Health Care Insurance - on the earlier of 12 months after the date on which an expense is incurred or 6 months after the date of cancellation of the insurance or 1 month after your termination date and not later than 90 days from date on which an expense is incurred with regards to Vision Care Benefits.

Dental Care Insurance - on the earlier of 12 months after the date on which an expense is incurred or 6 months after the date of cancellation of the insurance or 1 month after your termination date.

CLAIMS INFORMATION

Procedures For Presenting **Claims** For **Benefits**

Claim forms needed to file for **benefits** under the group insurance program can be obtained from the Policyholder who will also be ready to **answer** questions about the insurance benefits and to assist you or your Beneficiary in filing claims.

All questions on the claim form must be completed to avoid delay in processing or possible return of the form.

Usually, the completed claim form should be returned to the Policyholder who will certify that you are insured under the Plan and will then forward the claim form to Metropolitan. However, the Policyholder will inform you if there are other instructions to follow.

When the claim has been processed, you or your Beneficiary will be notified of the benefits paid. If any benefits have been denied, you or your Beneficiary will receive a **written** explanation.

Routine Questions

If there is any question about a claim payment, an explanation can be requested from the Policyholder who is usually able to provide the **necessary** information.

REQUESTING A REVIEW OF CLAIMS DENIED IN WHOLE OR IN PART

In the event a claim has been denied in whole or in part, you or your Beneficiary can request a review of the claim by Metropolitan. This request for review should be sent to the address of Metropolitan's office which processed the claim within 60 days after you or your Beneficiary receive notice of denial of the claim.

When requesting a review, please state:

- your Name or the Name of your Insured Dependent, Group Policy Number, Employee ID Number and Claim Number,
- the reason you, your Insured Dependent or your Beneficiary believe the claim was improperly denied,

and submit any data, questions or comments deemed appropriate.

Metropolitan will reevaluate all the information and you or your Beneficiary will be informed of the decision in a timely manner.

NOTICES

This booklet is of value to you. It should be kept in a safe place. Your Beneficiary and Insured Dependents should know where the booklet is kept.

As soon as your benefits cease, you should consult the Policyholder to find out what rights, if any, you may have to continue your protection.

The Head Office of Metropolitan is located at 99 Bank, Ottawa, Ontario, K1P 5A3.