

**MARITIME PAPER PRODUCTS LIMITED  
AND  
COMMUNICATION, ENERGY AND  
PAPERWORKERS' UNION  
LOCAL 1520**



**COLLECTIVE  
AGREEMENT**  
(May 1, 2001  
to  
April 30, 2007)

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**MARITIME PAPER PRODUCTS LIMITED**  
**AND**  
**COMMUNICATION, ENERGY AND PAPERWORKERS' UNION,**  
**LOCAL 1520**  
**COLLECTIVE AGREEMENT**  
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**RECEIVED**  
 JUN 29 2002

COLLECTIVE LABOUR AGREEMENT**BETWEEN:**

**MARITIME PAPER PRODUCTS LIMITED**, a wholly owned subsidiary of  
Maritime Containers Limited, a body corporate, of Burnside, Dartmouth,  
Nova Scotia,  
(hereinafter referred to as the "Employer")

- and -

**COMMUNICATION, ENERGY AND PAPERWORKERS UNION LOCAL  
1520, P. O. Box 6, Sackville, Nova Scotia B4C 2S8**  
(hereinafter referred to as the "Union")

**WITNESSETH:**

That the Employer and the Union hereby agree as follows:

**ARTICLE I - OBJECTS OF THIS AGREEMENT**

- A. The intent and purpose of this Agreement shall be to promote and improve industrial and economic relations in the industry, to establish and maintain discipline and efficiency and to set forth herein the basic agreements covering rate of pay, hours of work, conditions of employment and safety.
- B. The parties hereto desire to co-operate in establishing and maintaining proper and suitable conditions in the industry which will tend to secure suitable terms of employment satisfactory to the Employer and employees, to provide methods for fair and peaceful adjustments of all disputes which may arise between them and foster goodwill, friendly relations and understanding between the parties.
- C. The Union and employees hereby agree during the period of this contact:
- (1) to endeavour to cut absenteeism;
  - (2) to endeavour to cut waste;
  - (3) to co-operate with the Employer in an endeavour to provide the best of service to the Employer's customers.

## ARTICLE 2 - BARGAINING UNIT

The Employer, under Nova Scotia Labour Relations Board Order No. 2190, recognizes the Union as the Bargaining Agent for a bargaining unit consisting of all employees of the Employer at Burnside, Dartmouth, Nova Scotia, but excluding foremen, those persons equivalent to the rank of foreman and above, office employees, and those persons excluded by paragraphs (2) and (b) of subsection (2) of Section 1 of the Trade Union Act.

This Agreement shall apply to all employees in the Bargaining Unit defined by the relevant Order of the Nova Scotia Labour Relations Board and the words "Employee" and "Employees" as used herein - refers only to such employees but shall not include foremen, ("or those persons equivalent to rank of foreman and above)" assistant foremen, production clerks, and other salaried employees. The Employer agrees that it will not during the term of this Collective Agreement, change any hourly paid jobs to salaried jobs.

Foremen, Supervisors and other employees of the Employer who are not members of the Bargaining Unit shall not perform work usually performed by employees within the Bargaining Unit, except in cases of emergency, or for training and instruction purposes, or when employees in the Bargaining Unit are not available for such work, provided that the Employer advises the Union of the difficulties of men not being available, prior to doing such work and provided also that in any arbitration the Employer shall have the burden of showing that on the balance of probabilities employees in the Bargaining Unit were not available for such work.

## ARTICLE 3 - MUTUAL RIGHTS AND BENEFITS

- . No employee shall be asked or permitted to make any verbal or written contract with the Employer which may limit, alter, modify, or conflict with the stipulations of this Agreement.
- . There shall be no **lockout** by the Employer and no strike or slowdown by the Union during the term of this Agreement.
- . The Union acknowledges that it is the exclusive function of the

Employer:

- (1) to maintain order, discipline and efficiency;
- (2) to hire, discharge, suspend, transfer, promote, classify, demote or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged, suspended or disciplined without **reasonable** cause may be the subject of a grievance dealt with as hereinafter provided;
- (3) Generally to manage, control, continue, discontinue, in whole or in part, the industrial enterprise in which the Employer is engaged.

- D.** The Employer, the Union and the employee agree that there shall be no discrimination against employees because of race, creed, colour, sex, national origin or union membership. The Company shall not seek, by intimidation, threat of dismissal or any other kind of threat, to compel an employee to refrain from becoming or ceasing to be a member, **officer**, or representative of a trade union or from exercising any right, in such capacity, conferred by the Trade Union Act or this **Collective** Agreement.

#### ARTICLE 4 - UNION SECURITY

- A.** Any employee hired before August 1, 1960, shall as a condition of employment, sign and deposit with the Employer an approved checkoff form authorizing the Employer to deduct and pay to the Union an amount equivalent to the Union regular monthly dues, subject to the rights of the employees and/or the Employer under the Trade Union Act of Nova Scotia.
- B.** Any employee hired on or after August 1, 1960, shall, as a condition of employment, upon completion of his forty-five (45) day probationary period of employment join the Union and pay Union dues and an initiating fee, subject to the right of the employees and/or the Employer under the Trade Union Act. Employees shall sign and deposit with the **Employer** an approved checkoff **authorization** form. This form shall authorize the Employer to deduct and pay to the treasurer of the Union by the 15<sup>th</sup> day of the following month an amount equivalent to its initiation fee (to be

spread over two (2) pay cheques) and regular monthly dues. The Union shall receive a list of names showing the amount of Union dues and initiation fees deducted through the checkoff each month.

The Employer shall notify the Union in writing when any new employee is hired and such employee shall be subject to the payment of union dues upon completion of the employee's forty five (45) day probationary period of employment. The Employer agrees to provide a check-off list in order of seniority to the Union within ten (10) working days of the end of the month for which checkoffs are being listed.

If the employee is absent or on vacation at the time any deduction should be made from his/her pay, such deduction shall be made from the first full pay which he/she receives following his/her return to work and shall be remitted to the Treasurer of the Union not later than the 15th day of the following month.

It is understood and agreed that all employees on probation may be released by the Employer during the probationary period, without a grievance from the Union, after discussions by the Employer with the Union member designated in advance by the Union President.

The following provisions shall cover the hiring of student help by the Employer:

- (1) The period of hire for student help shall be from May 1st to September 15th of each year;
- (2) If a student requests to be taken on full-time, his/her probationary period shall be treated as forty-five (45) days from the date he/she commenced employment with the Employer during the year and such student shall be credited with seniority from the date of his/her commencement of employment that year and he/she shall be obligated to sign a checkoff form authorizing the deduction of initiation dues and monthly dues effective as of the date of completion of his/her forty-five (45) day probationary period. Any student request to be taken on full-time will be subject to Employer approval.
- (3) The number of students hired by the Company during the permissible period for student hiring (May 1-September 15)

shall be no more than **fifteen** (15) students at any one time.

- G.** The provisions of Article 15 shall not give students or probationary employees the rights herein set out for overtime, except for probationary employees and students who are on duty on the shift immediately preceding the overtime, provided all other employees on such shift have not accepted such posted overtime (probationary employees do have priority over students for such overtime).

### **ARTICLE 5 - UNION REPRESENTATION**

- A.** The Union shall have the right to elect seven (7) Shop Stewards for employees. If seven (7) Shop Stewards are not found to be **sufficient**, the Union may approach the Employer and request permission to appoint or elect additional Shop Stewards. All Shop Stewards shall be employees of the Employer and shall be elected by the Union members.
- B.** The Union shall keep the Employer advised in writing of any change in the Union executive, or Shop Stewards.
- C.** The Union Executive members, Shop Stewards and the Union **National** Representative shall be **permitted** to enter the Employers' premises on Union business, subject to the prior consent of the Employer, which prior consent shall not be unreasonably withheld and further no such Union Executive member, Shop steward, and/or Union National Representative shall unduly interfere with the work in progress.
- D.** Shop Stewards and the Union Executives shall be able to leave their work without loss of basic pay to attend to Union business except that:
- (1) Such business must be between the Union and the Management;
  - (2) The time shall be devoted to the prompt handling of necessary Union business;
  - (3) The Steward and the Union Executive Concerned shall obtain the permission of the foreman concerned before leaving their work; such permission shall not be unreasonably withheld;

- (4) The Employer reserves the right to limit such time if it deems the time so taken to be excessive. Basic pay means the regular rate of pay of the **Steward(s)** or Union Executive in question. If, at the request of the Employer, the **Steward(s)** or Union Executive stay after regular hours for such matters the Employer **will** pay such time at time and one-half;
- (5) Union business shall include a meeting of the Safety **Committee and** the Labour Management Committee. The Union acknowledges, however, that because there are a large number of employees involved as members of the Union Executive and Shop Stewards, the amount of time away from their work for such employees should be kept to a minimum and that the Employer may from time to time have to refuse permission to employees to take time from their work for such Union business.
- (6) The Company will pay the five (5) Union bargaining committee members for their basic rate of pay for eight (8) hours for each of the first four (4) days of labour negotiations with the Company.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

- (1) A grievance may be filed in keeping with the provisions of this Article 6 by
- the Union, or
  - an employee (submitted by the Union), or
  - the employer.
- (2) A grievance shall be either:
- a complaint of alleged violation of the collective agreement; or
  - any other complaint relating to plant working conditions.
- (3) All grievances must be presented within seven (7) days after the grievance arose. Thereafter any right of grievance shall automatically cease to exist. The time limit for grievances over the amount of pay shall commence to run from the payday of such employee for the pay period concerned.



- (4) The employer shall be bound by the time limits set out in (3) above for employer grievances filed with the Union.
- (5) The time limits for any grievance may be extended in writing by the Union for an employer grievance, or, by the employer for a Union or employee grievance.

**B.** Differences of interpretation of the violation by the Employer or any employee of any of the provisions of this Agreement as well as any other complaint relating to working conditions shall be considered a grievance provided that no complaint by an employee shall be considered a grievance until he/she has given his/her immediate supervisor an opportunity to deal with it. All grievances must be presented within five (5) working days after the grievance arose and thereafter any right of grievance shall automatically cease to exist, provided that in a grievance over the amount of pay, the period of five (5) working days shall commence to run from the payday of the employee for the pay period concerned. The Employer shall be bound by the above time limits for Employer grievances filed with the Union pursuant to the grievance procedure.

**C.** The procedure for processing a grievance of an employee, group of employees or the Union shall be as follows:

The grievance shall be presented in writing to the aggrieved employee's foreman or immediate supervisor who will meet with the employee and his/her Shop Steward in an attempt to resolve the grievance. The foreman or immediate supervisor will render a decision in writing within two (2) working days of such meeting, to the employee with a copy to the Shop Steward.

**D.**

- (1) The Union and/or the Employer shall have the right to have the grieving employee present at any stage of the grievance procedure, subject to the employee being available and subject to (6) of this Article 6D.
- (2) Failing a satisfactory settlement at Step 1, the Grievance Committee (consisting of not more than three (3) employees

**will** meet with the Production and/or Plant Manager within two (2) working days of the receipt by the Union of the reply at Step 1. The Production and/or Plant Manager shall have the right to have the foreman, or immediate supervisor of the employee present at this stage. The Production and/or Plant Manager shall render a **decision** in writing to the secretary of the Union within three (3) working days of such meeting.

- (3) Failing a satisfactory settlement at Step 2, the Grievance Committee and the Union National Representative shall meet with the General Manager and his delegates within five (5) working days of the reply at Step 2. The General Manager or his delegates shall render a decision in writing within three (3) working days of such meeting.
- (4) Should the Employer have a grievance, it shall be **submitted** in writing to the Union National Representative who together with the Grievance Committee shall meet with the General Manager and his delegates within five (5) working days of the presentation of the grievance and the Union National Representative shall render a decision in writing within three (3) working days of such meeting.
- (5) Failing a satisfactory settlement of any grievance either the Union or the Employer shall have the option of submitting the grievance to **binding** arbitration as outlined in Article 7 of this Agreement provided that such grievance must be submitted to **arbitration** by the giving of notice thereof in writing within seven (7) working days of the date of the decision at the last stage of grievance, otherwise the right to arbitrate shall automatically terminate.
- (6) The employee and his Shop Steward shall have the right to be in attendance at all steps of the grievance procedure, subject to them being available and subject to there being a maximum limit of four (4) employees (including grievors and employee union representatives) present at any stage of the grievance procedure. (in multiple grievor situations grievors may be required to nominate grievor representatives for attendance at grievance procedure steps.)

The time limits provided for in this Article may be extended by mutual agreement in writing between the Union and the Employer.

- F. In any disciplinary meeting which may result in a discharge, suspension or a warning going on file against an employee's record, the employee must have a Shop Steward present or, if a Shop Steward is not on duty, have present another employee from the Bargaining Unit of his or her choice, subject to the reasonable availability of the employee.
- G. In order that there shall be uniformity in penalties and the method of dealing with them, generally the procedure (except in serious cases which might call for immediate dismissal or suspension) the rules are as follows:

1st offence - Warning letter  
 2nd offence - Suspension  
 3rd offence - Dismissal

After two (2) years the offences in the record of any offender shall be deleted.

- H. Whenever an employee is discharged, the Employer shall immediately notify the discharged employee in writing of his/her discharge and the reason therefore and a copy shall be sent to the Secretary of the Union at the last address on file with the Employer.
- I. The Employer shall pay any discharged employee all his wages in full as soon as possible after his/her discharge and after any liability owed by him/her to the Employer has been paid or as agreed by management and the Union.
- J. A complaint by an employee that he/she has been unjustly discharged shall be considered a grievance. In processing such a grievance, the first step of the grievance procedure shall be dispensed with and the grievance shall be submitted in writing directly to the Employer's General Manager or his responsible representative within five (5) working days after the discharge.
- K. Any employee found through the grievance procedure or arbitration to have been unjustly discharged, shall within three (3) working days

after the date of the settlement or the decision of the Arbitration Board be reinstated in his/her former position with full compensation for time lost and all seniority rights.

All employees shall have the right to review their personal file. Prior to a grievance meeting the Shop Steward or Union Executive, with the permission of the grieving employee involved, shall have the right to request on reasonable notice and receive a copy of previous Company complaints against the grieving employee.

1. Any employee who feels that he/she has been dealt with in any matter relating to layoff, rehiring, slack periods, promotion, transfer or job posting contrary to the provisions of this Collective Agreement, may have recourse to the grievance procedure.

## **ARTICLE 7 – ARBITRATION**

- No matter shall be submitted to an Arbitration Board until after it has been processed under the grievance procedure set out in Article 6 of this Agreement.

When notice of arbitration is given by the Union or the Employer, each shall, within the ensuing four (4) days, choose an Arbitrator and notify the other of its choice.

- The two Arbitrators shall in turn, within five (5) working days choose a Chairman for the Arbitration Board, whose fees and expenses shall be paid in equal parts by the Union and the Employer.
- The decisions of the Arbitrators shall be given within fourteen (14) days after the appointment of the Chairman, and the unanimous or majority view shall be binding on both the Union and the Employer. The Arbitrators shall not be authorized to make any decision inconsistent with the provisions of this Agreement or to delete, alter or modify any part thereof, but have power to substitute for the discharge or discipline any other penalty that to the Arbitrator seems just and reasonable under the circumstances.

As an alternative method of Arbitration, where both parties agree

within four (4) days upon a single **Arbitrator**, then such single Arbitrator shall have all the powers of an **Arbitration Board** under this Article 7 and the provisions of Clause A shall **apply** and the Arbitrator's decision shall be binding and the last sentence of Clause D shall apply.

- F. The Employer and the Union agree to bear equally the fees and expenses of the single Arbitrator appointed under Clause E above.
- G. it is agreed that at least one (1) out of every three (3) arbitrations heard during the term of this collective agreement shall be heard by a **single** arbitrator.
- H. The Union and the Employer agree that, where an Arbitration Board Chairman is being chosen (per Article 7(C)) or a single Arbitrator (per Article 7(E/G)), the choices shall be made from among the following persons:

Peter Darby  
Milt Venlot  
Nick Scaravelli  
John Macpherson  
William Kydd

In the event the parties cannot mutually agree upon a name from the above list, then the person to act shall be drawn from a container with the names of those persons from the above list who have not served as an Arbitration **Chairman/Single** Arbitrator during the past 12 months prior to the giving of Notice of Arbitration.

## **ARTICLE 8 – SENIORITY**

### A. **Types of Seniority:**

There shall be established separately for each employee two different types of seniority. (When "seniority" alone is referred to in this Agreement it shall mean both types of seniority.)

- (1) "Department **seniority**": Each employee, from last date of hire, shall have **Department** seniority in the one department in which they currently hold a posted job to be calculated using employment in that particular department in a posted job,

retroactive to a maximum of July 11, 1968. For such purposes the following shall be considered departments:

- (a) Corrugator Dept.  
(incl. Roll Storage Driver, Adhesive Maker and Corrugator Utility Man and Baler);
- (b) Printing Dept.  
(combining Press, Flexo Folder Gluer, Flexo Die Cut, Rubber & Steel Die).
- (c) Shipping & Receiving Dept.  
(combining Shipping (including Shipper Lead Hand), Receiving, Unitizer and Checker Loader);
- (d) Maintenance Dept.  
(combining Maintenance, Maintenance Utility, Boiler, Janitor);
- (e) Finishing & General Dept.  
(combining General Factory, Stitcher, Taper, Gluelap, Unipak, Slitter, Staude, Curtain Coater, Cascader, 50 Die Cut, Nesting, Bandsaw, Tier Stacker and Inspector, J & L).
- (f) Conveyor System Dept.  
Conveyor System Operators)

Department seniority shall be calculated for all time worked retroactive to July 11, 1968) in the department applicable to the Employee's present regular posted job.

- (2) "Company seniority" shall be the length of continuous employment with the Employer and shall be calculated upon completion of an employee's probation period (forty-five [45] days) retroactive to the last date of hire.
- (3) Overtime hours shall not be used in calculating company seniority.
- (4) General Factory Employee is an employee who does not hold a posted job. A General Factory Employee cannot bump anyone who holds a posted job unless such general factory employee is about to be laid off, in which case, such general factory employee would be subject to the terms of Article 9A(2).

B. Loss of Seniority:

- (1) An employee shall forfeit his/her seniority if
  - (a) he/she voluntarily resigns; or
  - (b) he/she is discharged for just cause;
  - (c) he/she is absent for five (5) working days without notifying the Employer or without reasonable excuse.
  
- (2)
  - (a) Inability to work (subject to the provisions of the *Human Rights Act* and the *Workers' Compensation Act*) for a period not exceeding twelve (12) months because of proven illness or a period of twelve (12) months because of proven injury shall not result in the loss of seniority rights or job posting rights, but the Employer shall not be obligated to reinstate the employee in his/her former job. Time lost from work owing to illness or injury within the limits set out by this clause shall be included in the employee's seniority rating. This subparagraph (a) shall apply to employees with less than five (5) years of Company seniority.
  
  - (b) Inability to work (subject to the provisions of the *Human Rights Act* and the *Workers' Compensation Act*) for a period not exceeding twenty-four (24) months because of proven illness or a period of twenty-four (24) months because of proven injury shall not result in the loss of seniority rights or job posting rights, but the Employer shall not be obligated to reinstate the employee in his/her former job. Time lost from work owing to illness or injury within the limits set out by this clause shall be included in the employee's seniority rating. This subparagraph (b) shall apply to employees with five (5) years or more of Company seniority.
  
- (3) Any employee who is laid off shall be retained on the seniority list for a period of sixteen months (16) months. If he/she is requested to return to work during this period, he/she shall forfeit his/her seniority unless, within three (3) days after the

date of request (in writing to the address on file with the Employer), he/she notifies the Employer of his/her intention to return to work and within one (1) week after the date of the request reports for work. However, if he/she is incapacitated from proven illness or Injury at the time of such request or becomes so during the ensuing one (1) week, subparagraph 2 of this Article shall apply.

- (4) Any employee who is promoted out of the Bargaining Unit shall continue to accumulate his/her company seniority rights for six (6) months and such company seniority rights shall be reinstated should such promoted employee during the six (6) months period be demoted, voluntarily return to the Bargaining Unit or be returned to the Bargaining Unit as a result of the abolishment of his/her new position. An employee so returning to the Bargaining Unit will be required to return to lowest paying job in plant.

#### Seniority List:

The Employer shall post not later than January 15th of each year a seniority list up to date to December 31st for the department seniority and company seniority of each employee. The department seniority list shall be revised every four (4) months should a change in the department seniority take place. The Employer shall not be under obligation to post the revisions to the seniority lists other than once per year but any employee upon request shall be entitled to see his/her department seniority and/or company seniority. The Company will provide the Union (monthly) with an up-to-date seniority list in order of seniority.

#### Machine on one/two shifts:

When a machine is on one or two shifts, as opposed to three shifts, then the senior person in each job posting, in that department, will have the choice of going to that machine, provided they are capable of performing the job.

## ARTICLE 9 - LAYOFFS, HIRINGS, PROMOTIONS AND TRANSFERS

#### Layoffs and Rehiring:



- (1) **The** Employer shall give the Union and Employees to be laid off at least Twelve ~~(1)~~ working hours for 8-4 p.m. shift workers, Twelve **(12)** working hours for 8-4:30 p.m. day workers, Twelve **(12)** working hours for 4-12 midnight shift workers and Seven ~~(7)~~ working hours for midnight-8 a.m. shift workers (note that ~~12-8~~ shift workers do not work Friday night/Saturday morning) notice of layoff (based on working hours of Employee receiving notice). Failure by the Company to give such stipulated notice shall provide the Employee with the remedy of an opportunity to work an extra day.
- (a) Employees with five (5) years or more seniority shall receive five (5) working days notice of layoff (based on working hours of Employee receiving notice). Layoff of such employees shall be carried out so that their last day of work before the layoff shall be a Friday. Failure by the Company to give such stipulated notice shall provide the Employee with the remedy of an opportunity to work his normally scheduled days for a period commencing with the day of notice to and inclusive of the second Friday following such notice.
- (b) The Employer shall also provide the Union with a list of names of all persons to be laid off or rehired. The Union may present arguments or reasons in support of any change of Employees selected for layoff or rehire.
- (2)
- (a) When a senior employee is about to be laid off from the plant and a union employee would otherwise remain in one of the Designated Jobs, the Company agrees that such senior employee shall be guaranteed a training period to determine if such senior employee can do such Designated Job.
- (b) The Designated Jobs shall consist of jobs # 1-29, 33, 34, and 35. The guaranteed training period shall be a maximum of two weeks for jobs # 1-29. The guaranteed training period shall be a maximum of three weeks for jobs 33, 34 and 35, however, such senior employee shall only be entitled to a guaranteed training period for job #3

in the event that such senior employee has had previous experience in job #35 totalling at least three weeks within the last three years provided there have been no major changes in equipment and processes in such job since such time and provided that during such maximum three-week training period such senior employee must be able to demonstrate to the Company that he/she can and will fill in for the double back operator.

- (c) if the job occupied by the junior employee is other than one of the Designated Jobs, then a senior employee must be able to perform the job of the junior employee satisfactorily right away without a training period, or be laid off. If the senior employee does not pass the training period for the Designated Jobs, then he shall be laid off immediately.
- (d) If the senior employee does pass the training period for a Designated Job or is able to do the job satisfactorily right away without a training period for other than the Designated Jobs, then the senior employee may bump the junior employee.

(3) Should an employee who has been laid off and is eligible for rehiring, not be rehired in keeping with the above, the Union or the grieved employee may have access to the grievance procedure.

(4) The Employer reserves the right to keep on those employees holding trade certificates and engine operating certificates, so long as they are performing the duties which their trade certificates permit.

#### Promotions- Job Posting:

- (1) Where a vacancy occurs in a foreman's position or in the Bargaining Unit (except in general factory jobs) the Employer shall post such vacancies on the plant bulletin board for a period of three (3) working days. The job posting notice shall generally describe the qualifications essential to the job.

- (2) Where the job vacancy is for a job as foreman, the Employer shall consider the following factors:
- (a) Company seniority; and
  - (b) Training and performance;
- and where the factors described in subparagraph (b) are relatively equal, the employee with the most Company seniority shall be awarded the job.
- (3) Where the job vacancy is for the lowest paid job in a department, the Employer shall consider the following factors:
- (a) Seniority (department seniority first and then company seniority); and
  - (b) Training and Performance;
- and where the applicants are relatively equal to perform the work required, seniority (as above noted) shall govern.
- (4) Where the vacancy is other than in a foreman's job or in the lowest paid job in a department, the Employer shall consider the following factors:
- (a) Department Seniority; and
  - (b) Training and Performance;
- and where the applicants are relatively equal to perform the work required, the employee with the most department seniority in the department in which the job vacancy has arisen, shall be awarded the job. If there are no job applicants with department seniority, company seniority shall replace department seniority for purposes of this clause. The Employer agrees not to consider probationary employees for job vacancies unless there are no applicants (among regular employees) for the job vacancy with a satisfactory level of training and performance.
- (c)
    - (i) If an employee who has applied for and received a posted job, fails to satisfy the training or trial period prescribed for such job, such employee may

immediately **after** being advised of such failure, return to **his/her** former job without loss of seniority provided that in no case shall such right to return to **his/her** former job exceed a period of ninety (90) days following the award to **him/her** of the job. (Seniority retroactive after 90 days; job left may be temporarily filled.)

- (ii) If during the above 90 day period, the employer is training such employee on the new posted job and such training is interrupted by the employer to have such employee work temporarily on another job, such 90 day period shall be extended by the length of such interruption.
- (d) If the employee is not satisfied with the new posting, **he/she** may, at **his/her** request, be returned to **his/her** former job subject to the following:
- (i) The employee's request shall be made not later than ninety (90) days from the date of **his/her** starting at the new job;
  - (ii) **He/she** shall state brief reasons for **his/her** request to the Company, through the Union;
  - (iii) The Company shall have up to sixty (60) days to fill the new position vacated by such employee before such employee is returned to **his/her** former job.
- (5) Any employee receiving a posted job must stay on that job for a minimum of six (6) months before being considered for a new job posting, unless the new posting is at a higher rate of pay or **with** management consent.
- (6) Successful applicants' names and effective starting date (on the understanding that failure to meet the effective **starting** date will obligate the employer to pay the higher wage) will be posted on the plant bulletin board within two (2) working days after the period of job posting is expired. Unsuccessful applicants, if they were more **senior** than the successful applicant, shall upon request be given the reason why they

were not selected. Successful applicants for job postings will:

- (a) take over their new job within ten (10) working days from the date the job was awarded to **the applicant; or**
- (b) shall following the expiry of such ten (10) working days receive the higher rate of **his/her** new posted job even though **he/she** stays on **his/her** old job until **his/her** old job can be temporarily or permanently filled.

(A list of all applicants for a posted job will be supplied by the Company to a member of the Union executive at approximately the same time as the selection is made and announced by the Company. In a grievance over such selection, the period of five (5) working days shall commence to run from when the Union executive member receives the list of applicants and notice from the Company of the employee who has been selected.)

- (7) Job posting will not apply due to a slack period not exceeding sixteen (16) months and employees are to return to their former position once the slack period has passed without going through the job posting procedure. Where however an employee has during such slack period successfully applied for another job posting and wishes to remain in that position, the vacancy so created will be posted.
- (8) (a) The Company agrees that a job posting will not apply due to a layoff and that employees will return to their posted job after the layoff as long as it is understood that where employees are moved into jobs that are held by employees who have been laid off, the ~~50¢~~ penalty clause will not apply where there is a layoff and no job posting.
- (b)
  - (i) The employees who are most senior on the Company's seniority list, and who have been displaced out of their own job because of layoff or slack periods exceeding five (5) working days, and bump into another department, must bump the most junior employee of the job on which they are capable of taking over immediately without a training period.

(ii) The employee who is bumped shall be entitled to bump to wherever their seniority allows, providing they are capable of taking over immediately without a training period.

(iii) Employees will have the right to one bump per layoff or slack period, within a five (5) day period. If employees are laid off again, or bumped, then the above will apply again.

(c) If the displaced employee referred to in the foregoing subparagraph (iii) wishes to bump to a position on a different shift than the one he/she is presently working, then he/she must notify the employer by no later than noon Friday so that he/she can be properly scheduled for the upcoming week.

- 3) Temporary vacancies expected to last for five (5) days or longer shall be offered to the employee with the greatest Department seniority in the next lower job classification and such temporary vacancies must be filled. Temporary vacancies expected to last for less than five (5) days, if they are being filled, shall first be offered to the employee with the greatest Department seniority on the same shift with the next lower job classification.
- 10) An employee receiving a posted job in a new department accumulates department seniority from the date he commences his/her posted job in the new department retroactive to the date he/she was awarded the new job and on the same date he/she shall forfeit his/her department seniority in his/her old department.
- 11) The employer agrees that an employee:
- (a) going on vacation; or
  - (b) going on layoff; or
  - (c) going off work for Injury or Illness
- may authorize their foreman (in writing by using a form in the foreman's office) to submit such employee's name for particular expected job vacancies, The permanent filling of such job vacancies by the Company shall not be delayed because of the

unavailability of such employee for immediate work in the posted job.

C. Transfers:

- (1) An employee with department seniority in a posted job will not be transferred to another job at the request of management if there is **available** someone in that department with less department seniority (not working on a posted job) capable of doing the work in the job to which the temporary transfer is to be made. The same shall apply if there is available in the department an employee with less department seniority working on a posted job if such employee is capable of doing and is reasonably available for the job to be filled by the transfer.
- (2) An employee who is temporarily transferred from **his/her** regular job to another job with a higher rate shall be paid the higher rate for all the time worked provided the time worked is one (1) hour or more on such other job, but an employee who is temporarily transferred from **his/her** regular job to another job with a lower rate shall continue to receive **his/her** regular rate for all the time worked on such other job if this is done for management Convenience.
- (3) (a) Where the Employer temporarily transfers an employee from a posted job in one department to a posted job in another department, such employee shall **be** entitled to the higher of **his/her** regular rate or the regular rate for the job and if such transfer shall involve work in excess of one week the employer shall pay to such employee in addition to the foregoing, a **50¢** penalty for every hour worked.
  - (b) Employees temporarily transferred to another department for management's convenience shall accumulate seniority in their regular department.
  - (c) Where paragraph **B(6)(b)** above is applicable, **after**

such ten (10) working days, an employee shall be considered as temporarily transferred effective on the tenth (10th) working day and thereafter reference may be made to Article C(3)(a) above to determine whether and when the penalty applies.

(d) Where an employee who has a posted job is temporarily transferred for management's convenience to another job (within or outside his/her department), such employee will have preference for overtime on such posted job (provided such employee is in the plant when overtime is called and indicates his/her preference) over the employee who has been doing the job immediately prior to the overtime.

(4) Where an employee is temporarily transferred with the consent of the Employer but at the request of the employee, the employee shall be paid at the rate of pay applicable to the job to which he/she has been temporarily transferred.

D. Slack Periods:

- 1) The phrase "slack period shall apply to type of temporary situation where the Employer does not require work to be done by an employee (in his particular job) with department seniority but which situation does not involve a layoff.
- 2) Where as a result of a slack period or automation, the work force in a department has to be reduced, the employees having the least department seniority in that department shall be the first to be moved out of the department.

**ARTICLE 10 - PAID HOLIDAYS**

1. The following recognized holidays shall be considered paid holidays during the term of this Agreement:

New Year's Eve Day



New Year's Day  
 Good Friday  
 Queen's Birthday  
 Dominion Day  
 Dartmouth Natal Day  
 Labour Day  
 Thanksgiving Day  
 Remembrance Day  
 Christmas Eve Day  
 Christmas Day  
 Boxing Day

**B.**

- (1) (a) All employees who are not required to work a paid holiday and are not absent from work on such employee's work day immediately prior to or such employee's work day immediately following the holiday unless with permission of the employer or because of temporary illness or accident (period not exceeding two weeks and confirmed by a medical doctor's certificate) shall be paid, if hourly-paid employees, an amount calculated by multiplying their hourly rate by eight (8).
- (b) The Company agrees to pay employees statutory holiday pay at the rate of the job (plus shift differential, if any) which the employee would be clearly scheduled to work during the week in which the holiday falls.
- (2) Subject to subparagraph (1) above, any employee who works ten (10) or more days in the previous thirty (30) calendar days will be entitled to holiday pay. (If subparagraph (1) above does not apply to an employee because he/she has been laid off prior to the paid holiday, he/she shall instead be required to have worked his/her last scheduled work day before his/her layoff commenced. Illness, accident or permission days off as provided for in (1) above shall count as a worked last day.) Vacation time, paid holidays and job apprentice program time approved by the Company, will be considered as days worked. The Company will pay the difference between weekly indemnity and holiday pay for those employees on weekly

indemnity.

- C. When an employee works on a paid holiday, the Employer shall pay the employee at the rate of double time for the work performed on such holiday in addition to the holiday pay. If the employee works more than seven (7) hours on a paid holiday, such employee shall be paid at the rate of double his/her normal rate of pay for all hours worked beyond seven (7) on such paid holiday.

## ARTICLE 11 - PAID VACATIONS

- A. (1) Each employee shall be entitled to paid vacation as follows:
- |                   |   |        |
|-------------------|---|--------|
| 1 yrs. Seniority  | = | 2 wks. |
| 5 yrs. seniority  | = | 3 wks. |
| 10 yrs. seniority | = | 4 wks. |
| 19 yrs. seniority | = | 5 wks. |
| 35 yrs. seniority | = | 6 wks. |
- (2) Employees entitled to paid vacations under Article 11A (1) will be entitled to vacation pay which is equal to the greater of, for each week of vacation:
- 40 times such employee's regular hourly day shift rate at the time of taking such vacation; or
  - two percent (2%) of such employee's earnings from the immediate previous year.
- B. Should any employee's service terminate he/she shall receive at the termination of his/her service with the Employer, vacation pay for total earnings in respect of which vacation pay has not previously been paid and such vacation pay on termination shall be calculated at the rate of 4%, 6%, 8%, 10% or 12% depending on the employee's entitlement under Article 11A above.
- (D) If any employee's vacation period has been set and he/she becomes ill or has an accident preventing him/her from taking his vacation in such period, then the vacation period shall be delayed until after the said employee returns to work. Such vacation time shall then be taken at the Employer's discretion,

but cannot be accumulated to another year. Sickness or accident contracted while on vacation will accrue no further **benefits** to employees, (Subject to subparagraph (2) which follows.)

- (2) If an employee becomes **ill** or injured during a vacation period and has a full week (Monday to Sunday) of vacation remaining in that same period, he may:
- (a) prior to **8** a.m. Monday telephone Management and so notify them; and
  - (b) the dates rescheduled for **his/her** remaining vacation shall be mutually agreed to by the employee and the Company; and
  - (c) **if** required by the Company, **he/she** shall provide a satisfactory medical certificate to the Company; and
  - (d) should such employee, prior to taking such rescheduled vacation time, be denied insurance coverage for such illness or accident, **he/she** may choose not to take such rescheduled vacation time as long as he notifies the Company reasonably in advance.
- D.** The choice of vacation periods shall be according to seniority ratings, where practicable, providing it does not interfere with the operation of the **business**.
- E.** Employees shall in special cases in certain limited circumstances and subject to the prior approval of the employer, be permitted to accumulate vacation period from year to year.
- F.** Employees qualifying for a three, four or five week vacation period shall not be permitted to take more than **two** weeks consecutively unless with the permission of the Employer, in extenuating circumstances, permission will be granted, except that employees **entitled** to three (**3**) weeks or more vacation may take three (**3**) such weeks consecutively between October **15** and April **15** in any one year.
- G.**
- (1) Following an employee's first twelve (12) months of work, such

an employee shall be entitled to a vacation of two (2) weeks. (A week shall run from Sunday to Saturday.) (Such vacation must be taken between the one (1) year anniversary date of their most recent hiring and December 31 of that year.) The vacation pay for such vacation shall be four (4) percent of that employee's earnings in the previous calendar year.

(2) After such employee has worked for one (1) full calendar year (January 1 - December 31), he shall be entitled to his second vacation. His vacation pay for such vacation shall be based on the greater of four (4) percent of that employee's earnings in the previous calendar year or forty (40) times his regular hourly rate at the time he takes the vacation.

(3) An employee shall become eligible for his/her additional weeks vacation (three weeks, four weeks, five weeks, six weeks) in keeping with Article 11A on the appropriate anniversary date of his/her most recent hiring by the Company.

Example: An employee hired on April 15, 2001, shall

(1) first become entitled to vacation after he has worked to April 14, 2002. (He must take such two (2) weeks vacation prior to December 31, 2002.)

(2) His next vacation shall be in the calendar year 2003, based on the greater of  
 (a) four (4) percent of his earnings in the calendar year 2002; or  
 (b) forty (40) times his regular hourly rate at the time he takes his vacation in 2003.

(4) In determining seniority for paid vacation of three weeks or longer, seniority shall be measured from the employee's last date of hire.

H. Employees who have returned to work and who have been on authorized leave of absence for up to twelve (12) consecutive months in the previous year, because of sickness or accident, shall be entitled to paid vacation in the following year, on the same basis as if they had worked during such leave of absence (i.e. employees

who are off work due to sickness or accident will be entitled to full vacation credits if they work any time during the vacation year (the greater of two percent (2%) per week of vacation or forty (40) times their regular hourly rate at the time they take the vacation)).

- I. Employees who have worked less than **1200** hours due to layoff will be credited vacation with pay in the following year as follows:
  - (1) For employees with one (1) or more years of seniority:  
 1 day of vacation with pay at current rates for each 200 hours worked in the previous year, or pay based on four percent (4%) of the previous year's earnings, whichever is greater;
  - (2) For employees with five (5) or more years of seniority:  
 1 1/2 days of vacation with pay at current rates for each 200 hours worked in the previous year, or pay based on six percent (6%) of the previous year's earnings, whichever is greater;
  - (3) For employee with ten (10) or more years of seniority:  
 2 days of vacation with pay at current rates for each 200 hours worked in the previous year, or pay based on eight percent (8%) of the previous year's earnings, whichever is greater;
  - (4) For employees with nineteen (19) or more years of seniority:  
 2 1/2 days of vacation with pay at current rates for each 200 hours worked in the previous year, or pay based on ten percent (10%) of the previous year's earnings, whichever is greater;
  - (5) For employees with thirty-five (35) or more years of seniority:  
 3 days of vacation with pay at current rates for each 200 hours worked in the previous year, or pay based on twelve percent (12%) of the previous year's earnings, whichever is greater.

## ARTICLE 12 - ABSENCES

- A. Union delegates and officers may be absent without pay to attend Union business so long as the Employer is given two (2) week's notice of such absence so that any necessary arrangements can be made.

### B. Bereavement Leave

- (1) When an employee has thirty (30) working day's service with the Employer and one of the following relatives dies, such employee shall receive the following working days off with pay:
- (a) Five (5) consecutive working day's bereavement leave:  
death of child, wife, husband, common-law spouse, mother or father; or
  - (b) Three (3) consecutive working day's bereavement leave:  
death of brother, sister, **step-father, step-mother,** father-in-law, mother-in-law, common-law father-in-law, common-law mother-in-law or grandchild; or
  - (c) One (1) working day bereavement leave:  
(to be taken on any working day between the date of death and the date of the funeral, Inclusive); death of grandfather, grandmother, brother-in-law, or sister-in-law.
- (2) The bereavement leaves provided in sub-paragraph (1) above shall commence with the working day that is closest to the date of death. In all cases, the employee shall forthwith notify the employer of such death. When the time of death is on an employee's working day and an employee is entitled to a five (5) working day or three (3) working day bereavement leave, such employee shall have an option. As long as he/she gives prior notice to his/her supervisor, he/she may commence his/her bereavement leave on his/her first normal working day following the date of death or he/she may start his/her bereavement leave on the date of death.
- (3) In special cases of bereavement, such as required extended travel time, the employee may request unpaid leave of absence in addition to bereavement leave. Such a request shall not be unreasonably denied by the Company.
- (4) The Company shall permit one (1) representative of the Union consisting of either an Executive Member of the Local or a Shop Steward, to attend the funeral of an employee or a former employee who retired as a Union member at his/her normal

retirement age, without loss of pay, as long as such Union representative is away from work for a maximum of four (4) hours.

- (5) If an employee is on vacation when the death of his/her relative provided for in paragraph B(1) above occurs, such employee may request the granting of bereavement leave benefits and shall have his/her vacation rescheduled, at a time mutually agreeable to such employee and the Company. The bereavement leave of such employee shall be the amount of time he/she would have received for bereavement leave had he/she been working his/her normal, regular work schedule rather than being on vacation.

- C. An Employee who loses time from his/her regular scheduled work as a result of jury service or as a Crown witness shall have the difference between the pay received for such jury service and his/her straight time earnings he/she would have received if it were not for the Jury duty, made up by the Employer, subject to the following conditions:
- (1) Advance notice to his foreman of forty-eight (48) hours;
  - (2) Proof of jury service satisfactory to the Employer;
  - (3) Attendance at his work immediately after release, daily or otherwise, from jury service. Provided that an employee who serves 5 hours or more of jury duty on a given day shall not be required to report for work until his/her next scheduled shift on the following day.

## ARTICLE 13 - MATERNITY LEAVE AND PARENTAL LEAVE

### A. (1) Pregnancy Leave

- (a) Leave of absence for pregnancy will be granted up to a maximum of seventeen (17) weeks to employees with a minimum of six (6) month's service with the Company
- (b) Pregnancy Leave must commence:
  - (i) not sooner than sixteen (16) weeks preceding the expected date of delivery; and
  - (ii) not later than the date of delivery
- (c) Pregnancy Leave must end:

- (i) not sooner than one (1) week **after** the date of delivery; and
  - (ii) not later than seventeen (17 )weeks after the pregnancy leave began under this Article.
- (d) The employee, subject to these **provisions** and to the Labour Standard Code provisions, shall determine the dates of her pregnancy leave and shall so notify the Company. A doctor's certificate will be required before such leave is granted.

(2) Parental Leave

- (a) An employee who has been employed by the Company for a minimum of six (6) months and who becomes a parent of one or more children through:
  - (i) the birth of the child or children; or
  - (ii) the placement of the child or children in the care of the employee for the purposes of adoption of the child or children pursuant to the laws of Nova Scotia is entitled to an unpaid leave of absence upon **giving** the Company notice of the date that the employee will begin the leave and the date that the employee will return to work as required by the Nova Scotia Labour Standards Code.
- (b) (i) Parental Leave begins immediately upon completion of the pregnancy leave (or when adopted children first arrive in the employee's home) and ends no later than fifty-two (52) weeks after the parental leave begins, subject to other provisions of the Labour Standards Code. Maximum combined pregnancy leave and parental leave **shall** total fifty-two (52) weeks.
  - (ii) If the employee is taking both pregnancy and parental leaves, she must take them one right after the other and not to go back to work between two leaves. In this case, she can take up to fifty-two (52) week's leave.
  - (ii) If an employee is taking parental leave but not pregnancy leave, he can take up to fifty-two (52) weeks leave in the time after the child is born or arrives **in** the home. The employee loses his right if he does not take



- the leave **within** twelve (12) months after the child arrives.
- (c) The employee parent shall notify the Company by four (4) week's written notice, prior to the commencement of Pregnancy Leave and Parental Leave and the date the employee will return to work upon completion of either of such leaves.
- (3)
- (a) Authorized Leave of Absence for Pregnancy or Parental Leave in excess of a total of thirty-four (34) weeks combined, will not be considered as time employed when computing vacation entitlement.
- (b) Employees absent from work for longer than fifty-two (52) weeks will lose seniority **rights** and will be considered as new applicants for employment unless there are special circumstances so certified by the doctor **but** in no case to exceed twelve (12) months.

#### **ARTICLE 14 - WAGES**

- A. It is agreed by both parties hereto, that the hourly rates and other conditions outlined in Appendix "A" shall be recognized and paid during the term of this Agreement.
- B. Employees working a 4-12 shift shall be **paid** during the 4-12 shift on Wednesday. The 12-8 shift shall be **paid** during their shift on Thursday, and the 8-4 shift shall be paid by 12:00 noon on Thursday. If the Company has preparation problems that would delay payment during the time stated above, then the Union will be notified and **alternate** pay arrangements will be made.

#### **ARTICLE 15 - HOURS OF WORK AND OVERTIME**

##### **I. REGULAR DAY WORK:**

- A. Regular Hours:  
8 hours between 8:00 a.m. and 4:30 p.m.

The lunch break will be granted to start no earlier than 11:00 a.m.

and to start no later than **1:00 p.m.** for day shift workers. Same principle applies to **4-12** and **12-8** shifts.

**3.** Overtime hours and Rates: (applies Monday to Friday where hours worked exceed **8** hours.)

**(1) Monday to Friday (both inclusive):**

- (a) Time and one-half the contract rate per hour for all hours worked in excess of eight (8) hours up to twelve (**12**) in any **24** hour period; or
- (b) Where an employee works any hours in excess of-twelve (**12**) in any **24** hour period, then such employee will get the better of (without compounding):
  - (i) double time for all hours in excess of twelve (**12**) in any **24** hour period; or
  - (ii) double time for all hours worked between **9:00 p.m.** - **5:00 a.m.**

**(2) Saturday:**

Double contract rate per hour - **12:01 a.m.** to **7:00 a.m.**

**(3) Sunday:**

Double contract rate per hour - **12:01 a.m.** to **7.00 a.m**

**(4) Paid Holidays:**

Double the contract rate for all hours worked on paid holidays.

**2.** Special Provisions for Regular Day Work:

**(1)** Press, finishing and general factory department;

- (a) Overtime commences at **4:30 p.m.**
- (b) Doubletime commences at **8:30 p.m.**

**(2)** (a) Employees posted and working in departments and coming off the **12:00** midnight to **8:00 a.m.** or the **4:00 p.m.** to **12:00** midnight shift and changing to an **8:00 a.m.** to **4:30 p.m.** day will be entitled to go home at **4:00 p.m.** for at least the first week.

**I. REGULAR EVENING SHIFT:**

**1.** Regular Hours:

8 hours between 4:00 p.m. and 12:00 midnight [contract rate plus shift differential per hour]

B. Overtime Hours and Rates: (applies Monday to Friday where hours worked exceed 8 hrs.)

(1) Monday to Friday (both inclusive):

- (a) Time and one-half the contract rate per hour for all hours worked in excess of eight (8) hours up to twelve (12) in any 24 hour period; or
- (b) Where an employee works any hours in excess of twelve (12) in any 24 hour period, then such employee will get the better of (without compounding):
  - (i) double time for all hours in excess of twelve (12) in any 24 hour period; or
  - (ii) double time for hours worked between 4:00 a.m. - 12:00 noon.

(2) Saturday:

Double the contract rate per hour for each hour worked in excess of 7 hours on such Saturday.

(3) Sunday:

Double the contract rate per hour for each hour worked in excess of 7 hours on such Sunday.

III. DAY SHIFT:

A. Regular Hours:

8 hours between 8:00 a.m. to 4:00 p.m. (no shift differential)

B. Overtime Hours and Rates: (applies where hours worked exceed 8 hrs.)

- (a) Time and one-half the contract rate per hour for all hours worked in excess of eight (8) hours up to twelve (12) in any 24 hour period; or
- (b) Where an employee works any hours in excess of twelve (12) in any 24 hour period, then such employee will get the better of (without compounding):
  - (i) double time for all hours in excess of twelve (12) in

- (ii) any 24 hour period; or  
double time for hours worked between 8:00 p.m. -  
4:00 a.m.

C. Special Provisions for Day Shift:

Any employee doing shift work on the day shift as part of a basic crew of a machine will be entitled to leave work at 4:00 p.m. (This does not apply to persons temporarily on as extra helpers nor does it apply to employees on regular day work.)

V. NIGHT SHIFT:

A. Regular Hours:

8 hours between 12:00 p.m. and 8:00 a.m. [Contract rate plus shift differential per hour.] The Employer shall add shift differential to overtime (without compounding) where an employee works a double shift and the second shift is the evening or night shift.

B. Overtime Hours and Rates: (applies where hours worked exceed 8 hrs.)

Time and one-half the contract rate per hour for all hours worked in excess of eight (8) hours up to twelve (12) in any 24 hour period; or

(a) Where an employee works any hours in excess of twelve (12) in any 24 hour period, then such employee will get the better of (without compounding):

- (i) double time for all hours in excess of twelve (12) in any 24 hour period; or  
(ii) double time for hours worked between 12:00 noon - 8:00 p.m.

**ARTICLE 16 - GENERAL RULES FOR OVERTIME**

A. Notice:

Unless at least four (4) working hour's notice is given, such overtime shall become voluntary and not-compulsory.

B. Mandatory Overtime:

Overtime after an employee has worked one night of at least four (4) hours overtime in one (1) week on his/her own posted job shall be

voluntary thereafter for that week; (ordinarily the compulsory overtime referred to is four (4) hours). An employee can be forced to work mandatory overtime only once per week. If an employee has not worked at least four (4) hours overtime during a week on his/her own posted job, he/she may be liable to compulsory overtime on Saturday provided he/she is given the required four (4) working hours notice. There will be no mandatory overtime between 12:00 noon on Saturday and 12:01 a.m. Monday.

C. Overtime Opportunities and Requirements:

- (1) When a machine is being worked more than one shift and where the employee scheduled to replace his fellow employee has not reported to the machine for work on time, such fellow employee agrees to continue to work on the machine up to a maximum of fifteen (15) minutes after the end of his/her shift to enable the Employer to deal with the situation.
- (2) (a) Where overtime is available on a posted job in a department, the overtime will be allotted to the employee performing the work on such posted job during the shift immediately preceding the overtime, as long as such employee is present when such overtime is scheduled or has notified the Employer that he/she is available for such overtime.
  - (b) If the employee referred to in (a) above does not wish to exercise his/her prior claim to the overtime, the opportunity for such overtime will be made available to the other employees in the department based on their department seniority and shall be allotted to the employee with the most department seniority provided he/she is capable of doing the work required. If no such employees within the department claim the overtime, such overtime shall be awarded on the basis of Company seniority provided the most senior employee is capable of doing the work required.
  - (c) If no employee has claimed the overtime pursuant to the provisions of Paragraph (2)(a) or (b) above, the Employer shall be entitled to require the employee referred to in

Paragraph (a) above to carry out such overtime unless such employee has already completed his mandatory four (4) hours of overtime during such week. In the latter case the Employer shall be entitled to require the junior person in the department who is capable of doing the work, to carry out such overtime and if all such employees have completed their mandatory overtime for the week, the Employer shall be entitled to require such overtime of employees who have not completed such mandatory overtime, based on a reverse order of company seniority.

(d) The above provisions shall apply to overtime between Monday and Friday inclusive.

3). (1) Employees shall have the option of banking overtime upon the following conditions:

- (a) The amount of banked time may include up to the full overtime (i.e. 1 1/2 hours pay or 1 1/2 hours banked);
- (b) Such banked time shall be limited to a maximum of eighty (80) hours to be banked at any time;
- (c) Banked time shall be taken off at a time mutually convenient to the employee and the Company;
- (d) Such use of banked time (or receipt of banked pay) shall not extend beyond the Collective Agreement year in which the overtime was performed;
- (e) Such banked time (or banked pay) shall not be taken at a rate higher than the rate of pay of such employee when he performed such overtime work; and
- (9) Banked overtime shall be taken in a minimum of eight hour increments.

(2) Employees volunteering or accepting an offer for overtime shall be paid at overtime rates on the basis of the job rate. Employees required by the Employer to work overtime shall be paid overtime rates based on the higher of their own regular rate or the job rate.

(3) There shall be no compounding of overtime rates.

- (4) Stationary Engineers will be paid double time for Christmas Eve Day, Christmas Day, Boxing Day, New Year's Eve Day, Remembrance Day, and New Year's Day.

When the Stationary Engineer:

- (a) has worked the shift previous to the overtime; and
  - (b) is required to work overtime only in order to produce steam for the operation or cleaning of the corrugator; and
  - (c) is not required to produce heat; and
  - (d) the corrugator employees are receiving double time, then such Stationary Engineer shall receive such overtime at a rate of double time.
- (5) Saturday, Sunday and Paid Holiday Overtime:
- (a) Where overtime work becomes available on a posted job for a Saturday, Sunday or a paid holiday, the Employer shall first offer such overtime job to the employee with the most department seniority who is capable of performing the tasks for which the overtime is available. If there are no employees with department seniority who **wish** to work the overtime, then the Employer shall be entitled to require the employee with the least department seniority (who has not worked **his/her** compulsory overtime for the week) capable of doing the **job**, to work such overtime.
  - (b) The Company agrees to apply the following system for obtaining volunteers for Saturday, Sunday and holiday work: The length of overtime required of such volunteers to be determined by the employer in the sense that if the scheduled overtime is for seven (7) hours and if a qualified employee volunteers for seven (7) hours of overtime, then the Company shall choose such employee who has volunteered for such full seven (7) hours of overtime in preference to an employee who has only volunteered for fewer hours of overtime.
  - (c) if, of course, employees are required to work their mandatory overtime, then the four (4) hour weekly mandatory overtime takes effect.
  - (d) Once the overtime assignments have been made on

Friday in keeping with the Collective Agreement, no employee shall bump into other overtime opportunities for work on that weekend.

- (e) Notwithstanding Article 16D(5)(d):
- (i) Senior employees may approach their foremen prior to 5 p.m. on Friday night and shall be granted the opportunity to work weekend overtime on a certain machine other than their normal machine: where
    - (ii) that certain machine is likely to have additional overtime hours that weekend; and where
    - (iii) a satisfactory replacement can be made for such senior employee on his normal machine (the replacement to come from employees already assigned for that weekend's overtime);
    - (iv) provided the senior employee and the replacements are capable of doing the overtime work required.
- (9) General Factory employees shall not carry department seniority (Saturday, Sunday and holiday overtime).

#### **ARTICLE 17 - BULLETIN BOARDS**

- i. The Union may post notices of Union meetings and other activities on a bulletin board provided for the purpose and conspicuously placed. Such notices shall have the prior approval of the Employer.
- i. A bulletin board will be placed in the recreation room and employees will be entitled to post notices re lost articles and notices of employee activities thereon.

#### **ARTICLE 18 - MEDICAL EXAMINATION**

- i. Every applicant for employment shall at his/her own expense furnish the Employer with a medical certificate. Every employee shall, at the Employer's request and expense, submit to further medical examinations by medical examiners selected by the Employer, but the Union may, if it thinks an injustice may have been done, request any employee to submit, at the Union's expense, to medical



examinations by medical examiners selected by the Union.

## ARTICLE 19 –GENERAL

### A.

- (1) The Employer shall classify all employees and furnish a copy of the classification to the Union. Before making any amendments to the classification, the Employer shall discuss such amendments with the Union.
- (2) The classification used in Appendix "A" has been **drafted** to comply with amendment to the Human Rights Act of **1969**, Chapter **65**, 1972 so as not to deny to or discriminate against, an individual or class of individuals because of the sex of the individual or class of individuals, in providing employment, conditions of employment or continuing employment.
- (3) At the same time as giving **consideration** to the foregoing it is considered desirable on the part of the Employer and the Union to not require individuals to perform according to standard on a continuous eight (**8**) hour basis tasks which because of weight or size of product is beyond the capability of **the** individual or individuals to perform. In such cases selection of qualified employees will be the responsibility of the Employer, who in the event of not continuing to employ for such tasks will be required to state the reasons in writing to the individual or **Individuals** and to the Union.
- (4) It is recognized that there must be kept at the Plant a group of people in general labour who can be called upon to perform various jobs for certain periods of time. In order to provide **flexibility** along with economy of operation, preference will be given to individuals able to perform all assignable tasks, **lift** both **light** and heavy loads and handle large and small cartons. To meet emergency situations where an individual can perform at a fraction (say 1/2) speed by handling portions of bundles, the Employer may ask **such individuals to perform** at the reduced rates of speed. For example:
  - (a) Where an order is urgently required and a person qualified and able to perform the task is unavailable.
  - (b) Where an individual is reassigned for a short period of time in order to complete his or her eight (**8**) hour day.

- 3.** An employee called out for emergency work and not so notified during his previous working period shall be paid a minimum of four (4) hours at his regular straight time rate, or pay for the actual hours worked at the applicable overtime rate, whichever is greater. Under no circumstances is travelling time paid. Emergency work is unscheduled work performed by an employee during times other than his regular work periods and not continuous with such periods. Any such call-ins shall be made available to the employee on the basis of Department Seniority, provided such employee is capable of performing the work.
- C.** The following rules are applicable to late punching in or early punching out of the time clock:
- (1)** Any employee who punches in late or out too early shall on each occasion be penalized fifteen minutes, save that an employee may punch in once a week up to five minutes late without incurring any penalty;
  - (2)** Where an employee is late, he/she shall proceed immediately to report to work and shall not be entitled to wait until the fifteen minute penalty has expired before reporting to work;
  - (3)** Repeated early or late punching shall cause an employee to be subject to discipline, however late punching in or early punching out of times up to two minutes will not be used for disciplinary purposes.
  - (4)** The purpose of the one time per week late allowance is to take care of the unfortunate case of an accidental lateness and is not to mean that an employee will deliberately be late once a week for five minutes.
- D.** In case of breakdown or other unforeseen cause resulting in shutdown or cessation of operations for a full shift or longer, Management shall make an honest effort to notify the workers concerned at least two (2) hours previous to reporting time. If time does not permit this, employees reporting for work shall receive four (4) hours at regular time and may be employed for this period. Hours paid shall be at the rate of the job the employee would be working that day or shift.

- E. Except for shift changes taking place between the end of one week and the beginning of the next week for an employee (when at least 24 hour's notice shall apply), employees shall be given at least sixteen (16) working hour's notice of any shift change. Failing the above notice, time and one-half will apply for the first day of the shift change.
- F. Where an employee is assigned to a job for the purpose of receiving *formal* training for a consecutive period *in* excess of one (1) hour, that employee shall be paid at the rate for the job being trained for.
- G. Any employee asked by the Company to be a lead hand (apart from present classified lead hand *positions*) will receive ~~50¢~~ per hour over regular rates while performing as an acting lead hand and while *continuing* to carry out, *in addition*, his regular job duties.
- H. In addition to the weekly indemnity plan, the Company shall provide a *paid* one day sick leave for each employee *during* each Collective Agreement year, for *verified* personal or family illness. Starting *in* 1985, where such *one-day* sick leave is not used, it may be accumulated and carried forward for use in a subsequent collective agreement year.

## ARTICLE 20 • MECHANIZATION

- A. Whenever a change is made which creates a new job classification or significantly increases the duties and *responsibilities* of existing classifications, the Union shall be entitled to approach the Employer and the Employer agrees that prior to setting any new rates, the Employer shall seek the views of the Union and then shall advise the Union of the Employer decision and the reasons therefore, prior to *finally* establishing the new rate.
- B. The employer *will* advise the union as soon as reasonably possible of any *technological* change *or* automation which will *result* in an employee permanently losing his posted job (e.g. a department being shut down.)
- C. When an employee's status has been so changed as a result of a

plan referred to in paragraph (b), such employee or employees so affected will have the right to bump;

- (1) first within his/her department based upon plant seniority; and
- (2) second into the plant based upon plant seniority; and
- (3) such right to bump shall be subject to such employee being capable of doing the claimed job without a training period.

#### **ARTICLE 21 - BREAK PERIODS**

- A. Two (2) break periods of ten (10) minutes duration shall be granted, and taken as close to the middle of each half shift as possible. The time of the rest periods will be arranged by the superintendent.
- B. Employees who are expected by the Employer to be working two (2) hours or more overtime after the end of their regular shift, shall be granted one (1) ten minute break period at the commencement of such overtime period.

#### **ARTICLE 22 - PENSION AND GROUP INSURANCE**

- A. The Employer agrees that its Pension and Welfare Plans operated through Canada Life as well as its long-term disability plan operated through Canada Life, will remain in effect during the life of this Collective Agreement and will not be altered, amended, or discontinued during the term of this Collective Agreement unless by mutual agreement between the Employer and the Union.

#### **ARTICLE 23 - DURATION OF AGREEMENT**

- A. This Agreement shall be in full force and effect from the 1st day of May, 2001 until the 30th day of April, 2007 both inclusive and shall remain in full force and effect from year to year thereafter unless one of the parties hereto notifies the other in writing within a period of not more than sixty (60) days prior to the automatic renewal date of its intention to revise or amend this Agreement or conclude a new Collective Agreement.

**ARTICLE 24 - MEAL ALLOWANCE**

- A. When an employee works overtime other than a Saturday, Sunday, or paid holiday, he or she shall receive a meal allowance of:

**\$8.50** (from date of ratification of Collective Agreement - April 30, 2002)

\$8.75 (from May 1, 2002 - April 30, 2003)

\$9.00 (from May 1, 2003 - April 30, 2004)

\$9.25 (from May 1, 2004 - April 30, 2005)

\$9.50 (from May 1, 2005 - April 30, 2006)

\$9.75 (from May 1, 2006 - April 30, 2007)

provided he or she works two hours or more of such overtime. (The meal allowance shall be paid before the overtime commences.)

- B. When an employee works two hours or more beyond the overtime for which an employee has been scheduled on a Saturday, Sunday or paid holiday, he or she shall receive a meal allowance of:

**\$8.50** (from date of ratification of Collective Agreement - April 30, 2002)

\$8.75 (from May 1, 2002 - April 30, 2003)

\$9.00 (from May 1, 2003 - April 30, 2004)

\$9.25 (from May 1, 2004 - April 30, 2005)

\$9.50 (from May 1, 2005 - April 30, 2006)

\$9.75 (from May 1, 2006 - April 30, 2007)

The meal allowance shall be paid on the first regular working day for such employee after such overtime.

**ARTICLE 25 - REHABILITATION PROGRAM**

- A. Where the Employer determines, after being advised by the employee, the Union or pursuant to the Employer's own inquiry, that an employee has been involved in absenteeism as a result of alcoholism, abuse of drugs or other human problems, the Company and the Union agree to encourage such an employee, to immediately commence a rehabilitation program at an appropriate treatment centre, hospital or clinic. As long as such an employee clearly indicates to the satisfaction of the employer that he/she is

making a conscientious effort to solve the problem, the employer and the Union, through facilities and personnel practically available, will seek to assist such employee. if, however, the employee refuses to co-operate in efforts at rehabilitation, the Company will not tolerate continued substandard attendance. This provision shall not, in any way, detract from the right of the Company to discipline, subject to the right of an employee to grieve, nor shall this provision in any way restrict the right of the Company to take action in relation to excessive absenteeism or substandard work performance.

#### **ARTICLE 26 - SAFETY COMMITTEE**

1. The Union shall elect or appoint three (3) members to act as the Union nominees to a Safety Committee. The Employer shall appoint three (3) nominees to serve on the Safety Committee. The Safety Committee shall meet once per month to review and bring to the attention of the Employer any unsafe conditions or work practices, (such meetings shall be held unless the Union and/or employer nominees give notice in writing that such monthly meeting is not essential). The Employer shall give full consideration to recommendations of the Safety Committee and shall advise the Safety Committee of its position in relation to recommendations of the Safety Committee.
2. The Safety Committee will present its recommendations from each meeting in writing to the Plant Manager within forty eight (48) hours of such Safety Committee meeting. The Plant Manager shall arrange for a written reply responding to the Safety Committee recommendations for the next regular meeting of the Committee.

#### **ARTICLE 27 - COST OF LIVING ADJUSTMENT**

1. There shall be a Cost of Living formula applied for the term of the Collective Agreement as follows:
  - (1) **Effective until April 30, 2002:**
    - (a) The formula shall be based on the All Index Consumer Price Index (C.P.I.) for Canada.
    - (b) The base for the formula shall be the C.P.I. for April, 2001.

- (c) There shall be a corridor of three percent (3%) before the formula becomes activated.
- (d) The formula shall be applied as follows:  
If during that part of the term of this Collective Agreement to April 30, 2002, the C.P.I. shall increase more than three percent (3%) over the C.P.I. for April, 2001, then for each full one percent (1%) which the C.P.I. increases during such part of the term of this Collective Agreement over the three percent (3%), the rates of pay shall increase one percent (1%) effective on the first day of the month of publication of the C.P.I. which results in such full one percent (1%) over the three percent (3%) except that any increase in the C.P.I. for the month of April, 2002, over the three percent (3%) including fractions of one percent (1%), shall be thus applied to the rates of pay. There shall be no compounding of COLA increases (i.e., every full one percent (1%) increase pursuant to this COLA clause is to be calculated on the rates of pay in effect as at May 1, 2001). Increases through the COLA clauses are to be folded into rates of pay.

**(2) Effective May 1, 2002 - April 30, 2003:**

- (a) The formula shall be based on the All Index Consumer Price Index (C.P.I.) for Canada.
- (b) The base for the formula shall be the C.P.I. for April, 2002.
- (c) There shall be a corridor of three percent (3%) before the formula becomes activated.
- (d) The formula shall be applied as follows:  
If during that part of the term of this Collective Agreement between May 1, 2002 - April 30, 2003, the C.P.I. shall increase more than three percent (3%) over the C.P.I. for April, 2002, then for each full one percent (1%) which the C.P.I. increases during such term of the Collective Agreement over the three percent (3%), the rates of pay shall increase one percent (1%) effective on the 1st day of the month of publication of the C.P.I. which results in such full one percent (1%) over the three percent (3%) except that any increase in the C.P.I. for the month of April, 2003

over the three percent (3%), including fractions of one percent (1%), shall be thus applied to the rates of pay. There shall be no compounding of COLA increases, (i.e., every full one percent (1%) increase pursuant to this COLA clause is to be calculated on the rates of pay in effect at May 1, 2002). Increases through the COLA clause are to be folded into rates of pay.

**(3) Effective May 1, 2003 - April 30, 2004:**

- (a) The formula shall be based on the All Index Consumer Price Index (C.P.I.) for Canada.
- (b) The base for the formula shall be the C.P.I. for April, 2003.
- (c) There shall be a corridor of three percent (3%) before the formula becomes activated
- (a) The formula shall be applied as follows:  
If during that part of the term of this Collective Agreement between May 1, 2003 - April 30, 2004, the C.P.I. shall increase more than three percent (3%) over the C.P.I. for April, 2003, then for each full one percent (1%) which the C.P.I. increases during such term of the Collective Agreement over the three percent (3%), the rates of pay shall increase one percent (1%) effective on the 1st day of the month of publication of the C.P.I. which results in such full one percent (1%) over the three percent (3%) except that any increase in the C.P.I. for the month of April, 2004 over the three percent (3%), including fractions of one percent (1%) shall be thus applied to the rates of pay. There shall be no compounding of COLA increases, (i.e. every full one percent (1%) increase pursuant to this COLA clause is to be calculated on the rates of pay in effect at May 1, 2003). Increases through the COLA clause are to be folded into rates of pay.

**(4) Effective May 1, 2004 - April 30, 2005**

- (a) The formula shall be based on the All Index Consumer Price Index (C.P.I.) for Canada.
- (b) The base for the formula shall be the C.P.I. for April, 2004.



- (c) There shall be a corridor of three percent (3%) before the formula becomes activated
- (d) The formula shall be applied as follows:  
 If during that part of the term of this Collective Agreement between May 1, 2004 - April 30, 2005, the C.P.I. shall increase more than three percent (3%) over the C.P.I. for April, 2004, then for each full one percent (1%) which the C.P.I. increases during such term of the Collective Agreement over the three percent (3%), the rates of pay shall increase one percent (1%) effective on the 1st day of the month of publication of the C.P.I. which results in such full one percent (1%) over the three percent (3%) except that any increase in the C.P.I. for the month of April, 2005 over the three percent (3%), including fractions of one percent (1%) shall be thus applied to the rates of pay. There shall be no compounding of COLA increases, (i.e. every full one percent (1%) increase pursuant to this COLA clause is to be calculated on the rates of pay in effect at May 1, 2004). Increases through the COLA clause are to be folded into rates of pay.
- (5) Effective May 1, 2005 - April 30, 2006
- (a) The formula shall be based on the All Index Consumer Price Index (C.P.I.) For Canada.
- (b) The base for the formula shall be the C.P.I. for April, 2005.
- (c) There shall be a corridor of three percent (3%) before the formula becomes activated.
- (d) The Formula shall be applied as follows:  
 If during that part of the term of this Collective Agreement between May 1, 2005 - April 30, 2006, the C.P.I. shall increase more than three percent (3%) over the C.P.I. for April, 2005, then for each full one percent (1%) which the C.P.I. increases during such term of the Collective Agreement over the three percent (3%), the rates of pay shall increase one percent (1%) effective on the 1st day of the month of publication of the C.P.I. which results in such full one percent (1%) over the three percent (3%) except

that any increase in the C.P.I. for the month of April, **2006** over the three percent (**3%**) including fractions of one percent (**1%**) shall be thus applied to the rates of pay. There shall be no compounding of COLA increases, (i.e. every full one percent (**1%**) increase pursuant to this COLA clause is to be calculated on the rates of pay in effect at May 1, **2005**). Increases through the COLA clause are to be folded into rates of pay.

**(6) Effective May 1, 2006 - April 30, 2007**

- (a)** The formula shall be based on the All Index Consumer Price Index (C.P.I.) for Canada.
- (b)** The base for the formula shall be the C.P.I. for April, **2006**.
- (c)** There shall be a corridor of three percent (**3%**) before the formula becomes activated.
- (d)** The formula shall be applied as follows:  
If during that part of the term of this Collective Agreement between May 1, **2006** - April 30, **2007**, the C.P.I. shall increase more than three percent (**3%**) over the C.P.I. for April, **2006**, then for each full one percent (**1%**) which the C.P.I. increases during such term of the Collective Agreement over the three percent (**3%**), the rates of pay shall increase one percent (**1%**) effective on the 1st day of the month of publication of the C.P.I. which results in such full one percent (**1%**) over the three percent (**3%**) except that any increase in the C.P.I. for the month of April, **2007** over the three percent (**3%**), including fractions of one percent (**1%**) shall be thus applied to the rates of pay. There shall be no compounding of COLA increases, (i.e. every full one percent (**1%**) increase pursuant to this COLA clause is to be calculated on the rates of pay in effect at May 1, **2006**). Increases through the COLA clause are to be folded into rates of pay.

**ARTICLE 28 - SAFETY SHOE ALLOWANCE**

- A.** The Company agrees to pay up to **\$105** per year (from the date of ratification of the Collective Agreement) (**\$110** effective May 1, **2003**) (**\$115** effective May 1, **2005**) per employee for a new pair of

safety shoes to be worn by the employee at work. Company payment to be made against presentation of a satisfactory receipt of a new purchase of **safety shoes**.

- B.** An employee may **carry forward** (from one twelve (12) month period) any unused **portion** of his current safety shoe allowance for a **further** twelve (12) months, **but** if any such **portion** carried over is not used In that twelve (12) month carry over period, *it* shall be forfeited (example, an employee in the twelve (12) month period from May 1, 2002 to April 30, 2003 does not use his **\$105** safety shoe allowance. He may then use that **\$105** unused safety shoe allowance, together with his current safety shoe allowance, any time from May 1, 2003 to April 30, 2004. If not used by that employee, the **\$105** carried over shall be forfeited on April 30, 2004.)

IN WITNESS **WHEREOF** the parties have hereto signed this 13<sup>th</sup> day of November, 2001

FOR THE UNION:

FOR THE EMPLOYER:

Donald Mackin  
Ray Bennett  
Mr. Durr  
Vernon Wade  
Donald Ferguson  
Robert Selmer

[Signature]  
[Signature]  
Eric Quam  
[Signature]

**NEW WAGE SCHEDULE**  
**(Increasing the greater of 2.0% or 40¢ per hour in each year)**

	May 1/01	May 1/02	May 1/03	May1/04	May1/05	May1/06
<b>CLASS 1</b>						
1. Partition Assembler	\$16.98	17.38	17.78	18.18	18.58	18.98
2. Stacker/Slitter	16.98	17.38	17.78	18.18	18.58	18.98
3. Stacker Staude	16.98	17.38	17.78	18.18	18.58	18.98
7. General Labour	16.98	17.38	17.78	18.18	18.58	18.98
8. Inspector	16.98	17.38	17.78	18.18	18.58	18.98
9. Janitor	16.98	17.38	17.78	18.18	18.58	18.98
10. Stacker/Loader	16.98	17.38	17.78	18.18	18.58	18.98
11. Tier Stacker/Loader	16.98	17.38	17.78	18.18	18.58	18.98

**CLASS 2**

12. Hand Stitcher Operator	17.35	17.75	18.15	18.55	18.95	19.35
13. Hand Taper/Gluer Operator	17.35	17.75	18.15	18.55	18.95	19.35
14. Die Press Operator No. 2	17.35	17.75	18.15	18.55	18.95	19.35

**CLASS 3**

17. Assistant Die Mounter	18.02	18.42	18.82	19.22	19.62	20.02
18. Flexo Tier Stacker	18.02	18.42	18.82	19.22	19.62	20.02
19. Slitter Slotter Staude Operator	18.02	18.42	18.82	19.22	19.62	20.02
20. J&L Stacker	18.02	18.42	18.82	19.22	19.62	20.02

**CLASS 4**

21. Conveyor System Operator	18.47	18.87	19.27	19.67	20.07	20.47
22. Baler Person	18.47	18.87	19.27	19.67	20.07	20.47
23. Unittizer Operator	18.47	18.87	19.27	19.67	20.07	20.47
24. Lift Truck Operator	18.47	18.87	19.27	19.67	20.07	20.47
25. Clamp Operator (Roll Storage)	18.47	18.87	19.27	19.67	20.07	20.47
26. Curtain Coater Operator	18.47	18.87	19.27	19.67	20.07	20.47
27. Printer Slotter Operator No. 2	18.47	18.87	19.27	19.67	20.07	20.47
28. Flexo Operator No. 2	18.47	18.87	19.27	19.67	20.07	20.47
29. Die Press Operator 50 inch	18.47	18.87	19.27	19.67	20.07	20.47
30. Cascade Waxer Operator	18.47	18.87	19.27	19.67	20.07	20.47

**CLASS 5**

32. Steel Rule Die Repair	19.07	19.47	19.87	20.27	20.68	21.09
33. J&L Operator	19.07	19.47	19.87	<b>20.27</b>	20.68	21.09
34. Checker Loader Shipping	19.07	19.47	19.87	20.27	20.68	21.09
35. Roll Handler	19.07	19.47	19.87	20.27	20.68	21.09

## CLASS 6

36. Die Mounter	19.76	20.16	20.56	20.97	21.39	21.82
37. Adhesive Maker	19.76	20.16	20.56	20.97	21.39	21.82
38. DoubleBack Operator	19.76	20.16	20.56	20.97	21.39	21.82
39. Stationary Engineer No. 3	19.76	20.16	20.56	20.97	21.39	21.82
40. Utility Person (Corr.)	19.76	20.16	20.56	20.97	21.39	21.82
42. Slacker Operator No. 2	19.76	20.16	20.56	20.97	21.39	21.82

## CLASS 7

43. Shipper Lead Hand	19.77	20.17	20.57	20.98	21.40	21.83
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## CLASS 8

44. Printer <b>Slotter</b> Operator No. 1	20.21	20.61	21.02	21.44	21.87	22.31
45. <b>Flexo</b> Operator No. 1	20.21	20.61	21.02	21.44	21.87	22.31
46. <b>Stationary</b> Engineer No. 2	20.21	20.61	21.02	21.44	21.87	22.31

## CLASS 9

47. <b>Single</b> Face operator	20.75	21.17	21.59	22.02	22.46	22.91
48. Slacker <b>Operator</b> No. 1	20.75	21.17	21.59	22.02	22.46	22.91

## CLASS 10

49. Millwright	23.24	23.70	24.17	24.65	25.14	25.64
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## CLASS 11

50. <b>Electrician</b>	23.55	24.02	24.50	24.99	25.49	26.00
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STUDENT	13.66	13.66	13.66	13.66	13.66	13.66
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(Only wages are retroactive to May 1, 2001)

**SPECIAL NOTE:** Re Press operator (when running beer cartons) - Add 25¢ per hour

**SPECIAL NOTE** Re Checker-Loader on night shift: The Checker-Loader on the 12 midnight to 8 a.m. shift shall, in the absence of a Shipper Lead Hand and the Shipping Foreman, receive the equivalent of the Shipper Lead Hand rate.

**SPECIAL NOTE:** Re Checker-Loader on night shift: The senior Checker-Loader on continuous operations, in the absence of a Shipper Lead Hand and the Shipping Foreman, shall receive the equivalent of the Shipper Lead Hand rate.

**SPECIAL NOTE:** Re Student Wage Rate: increase Student Wage Rate from \$13.19/hr to \$13.66/hr, effective Date of Ratification. To be frozen at that rate starting May 1, 2002 and thereafter for all purposes including a student moving to a higher rated job.

**SHIFT DIFFERENTIAL:**

May 1, 2001 - 48¢ (evening) and 58¢ (night)  
May 1, 2002 - 49¢ (evening) and 59¢ (night)  
May 1, 2003 - 50¢ (evening) and 60¢ (night)  
May 1, 2004 - 51¢ (evening) and 61¢ (night)  
May 1, 2005 - 52¢ (evening) and 62¢ (night)  
May 1, 2006 - 53¢ (evening) and 63¢ (night)

(The above-noted shift differentials, as listed effective for each year, have been increased to and reflect the same percentage increase as the percentage general wage increase for each year.)

## SCHEDULE "B"

## Continuous Operations

12 Hour Shifts, 7 days per week, 24 hours per day

This schedule identifies and establishes the special collective agreement provisions applicable to employees on "Continuous Operations" (i.e. those employees working on a seven (7) day per week, twenty-four (24) hours per day, twelve (12) hour shift schedule).

## Opting Out Clause

The Union may opt out of the "Continuous Operations" (i.e., 12 hour shifts, 7 days per week, 24 hours per day) at a time of the Union's choosing, subject to the following:

1. At any time after the Continuous Operations have been in operation for at least twenty-four (24) weeks; and
2. a majority (50% + 1) of those employees who have worked at least one (1) full six (6) week cycle of Continuous Operations, vote in a secret ballot against the continuation of such Continuous Operations;
3. the Union may opt out of the Continuous Operations provided that the right of the Company to schedule Continuous Operations shall not cease until:
  - (a) the Union and the Company have actually commenced one or a mix (among the bargaining unit) of the other operations available to the Company (i.e., the Seven day Operation (Sch E) or operations provided for in Art. 15 of the collective agreement);
  - (b) the Union has given to the Company three (3) week's notice of such opting out, provided such notice ends at the completion of a six (6) weeks Continuous Operations cycle.
4. The Union may only conduct such secret ballot (paragraph (B))



to enable the Union to opt out of the Continuous Operations, once during the Collective Agreement.

5. The Union, before conducting such secret ballot (paragraph (B)), shall:
  - (a) receive a written petition of at least ten (10) employees requesting a meeting of the bargaining unit on the issue of opting out of Continuous Operations; and
  - (b) at least ten (10) of the employees who have signed the petition attend at such bargaining unit meeting; and
  - (c) a motion supported by a majority of bargaining unit members, present at such meeting, has been passed in favour of having such a secret ballot (paragraph (B)).
6. it is agreed that such opting out by the Union shall in no way be a reopening of the Collective Agreement so as to give rights of lockout and strike to the Company and the Union pursuant to the Trade Union Act.

## B. Continuous Operations • Overview

### (1) Hours of Work (Article 16)

- (a) Continuous operation is to be based on a schedule of three (3) days on, three (3) days off, twelve (12) hours shifts, twenty-four (24) hours per day, seven (7) days per week.
- (b) The continuous operation week shall start on Sunday at 7:00 a.m. and end on the following Sunday at 6:59 a.m.
- (c) Duration of Cycle:

(i) The normal cycle shall consist of a period of six (6) weeks.

- (ii) Notice to start a cycle of Continuous Operation-twelve (12) hour shifts shall be **posted** by the Company not less than three (3) full weeks in advance of the start of such cycle.
- (iii) Notice of ending a Continuous Operation-twelve (12) hour shift, shall be posted by the Company not less than one (1) full week prior to the ending of such cycle.
- (iv) Should the Company end a Continuous Operation - twelve (12) hour shift cycle by cutting short the normal cycle of six (6) weeks, the Company shall pay to every employee on such shortened six (6) week cycle, four (4) hours pay for every week of thirty-six (36) hours worked by such employee which has not been matched by a completed Company scheduled week of forty-eight (48) hours to be worked by such employee.

### **2) Premium-pay (new)**

Premium-pay will apply as follows:

- (a) Saturday - First eight (8) hours worked will be **paid** at straight time, next four (4) hours worked will be paid at time and one half.
- (b) Sunday - First twelve (12) hours will be paid at time and one half.

### **3) Overtime (Article 15 - 16)**

- (a) Monday - Saturday: Work in **excess** of twelve (12) hours will be paid as overtime at time and one half for all such hours worked in excess of twelve (12).
- (b) Sunday:
  - (i) For employees scheduled to work twelve (12) hours on

## 5s

Sunday, all hours worked in **excess** of twelve (12) premium-pay hours shall be paid at double time; or

- (ii) For employees not scheduled to work on Sunday, all overtime hours worked in excess of twelve (12) hours shall be paid at double time.
- (iii) Where the Company has a need for overtime, no employee shall be required to work overtime hours in excess of their twelve (12) hour shift provided that such employee agrees to stay on the job to allow the Company to get a replacement (maximum of one (1) hour).
- (iv) Employees who work on **their** day off or hours exceeding their regularly scheduled **shifts** shall be paid at a rate of time-and-one-half for all such hours worked.
- (v) No employee shall be entitled to claim a priority for overtime based on seniority, within twelve (12) hours after any twelve (12) hour shift such employee works (except for staying on the job to a maximum of one (1) hour to allow the Company to get a replacement).
- (vi) Lunch break shall be as close to the middle of the shift as practical.

### (4) Shift Differential

May 1, 2001 .70¢/hr for each hour worked on the 7:00 p.m. to 7:00 a.m. shift.

May 1, 2002 .71¢/hr for each hour worked on the 7:00 p.m. to 7:00 a.m. shift.

May 1, 2003 .72¢/hr for each hour worked on the 7:00 p.m. to 7:00 a.m. shift.

May 1, 2004 .73¢/hr for each hour worked on the 7:00 p.m. to 7:00 a.m. shift.

May 1, 2005 .74¢/hr for each hour worked on the 7:00 p.m. to 7:00 a.m. shift.

May 1, 2006 .75¢/hr for each hour worked on the 7:00 p.m. to 7:00 a.m. shift.

**(5) Paid Holidays (Article 10B(1)(a), 10C)**

- (a) Holiday pay will be at the rate of the job the employee is working on in the week of the holiday.
- (b) If an employee works on a paid holiday, he shall receive holiday pay plus double time for all hours worked on the holiday.
- (c) Holiday pay for employees for holidays which fall on that employee's scheduled premium-pay days, shall include the premium pay.
- (d) Examples:

When a Paid Holiday falls on a Saturday or Sunday:

- (i) An employee scheduled to work a twelve (12) hour shift on such Saturday or Sunday, but who does not work on such Paid Holiday shall receive the premium-pay as part of his holiday pay;
- (ii) An employee referred to in example (a) above who upon being offered by the Company work on such paid holiday and who works such Paid Holiday shall receive overtime at a rate of double time for all hours which he works on the holiday, plus the holiday pay (including premium-pay as noted in example (a) above);
- (iii) An employee on twelve (12) hour shift cycle who is

not scheduled to work the Saturday or Sunday on which the Paid Holiday falls, or an employee on eight (8) hours shifts who is not scheduled to work on such Paid Holiday, but who is offered by the Company to ~~work~~ on a Saturday or Sunday on ~~which~~ a holiday falls shall receive pay at an overtime rate of double time for all hours worked on such ~~Paid~~ Holiday and shall receive holiday pay at straight ~~time~~ hours (without any premium-pay).

(e) Holiday pay for employees not scheduled to work on the holiday shall be eight (8) hours times their regular rate.

(9) For purposes of Continuous Operations Article 10B(1)(a) the first four (4) lines shall read:

"All employees who are not scheduled to work a paid holiday and are not absent from work on such employee's last work shift immediately prior to or such employee's last work shift immediately following.."

**(6) Vacations (Article 11A(2)(a)(b))**

- Inclusive.
- (a) One week of vacation shall run Sunday - Saturday,
  - (b) Vacation pay shall be the greater of two (2) percent per week of vacation or forty-two (42) hours pay (straight time), whichever is greater.

**(7) Break Periods (Article 21 A,B)**

Amend from ten (10) minutes to fifteen (15) minutes duration.

**(8) Meal Allowance (Article 24 A,B)**

- (a) After fourteen (14) hours worked (scheduled shift plus two (2) hours overtime)
- (b) After twelve (12) hours worked (where the Company does not give twelve (12) hours notice to an employee working his day off).

**(9) Sick Day (Article 19H)**

- (a) Sick days accumulated prior to this collective agreement shall be converted to hours and may be used in twelve (12) hour increments for missed regular scheduled twelve (12) hour shifts, for personal or family illness.
- (b) Where employee has missed a regular scheduled twelve (12) hour shift because of personal or family illness: sick day paid at twelve (12) hours straight time.
- (c) Sick days shall be either eight hours or twelve hours depending on the normal working hours for the employee when he takes the sick day.
- (d) Sick days will accumulate as follows; a day is a day.

**(10) Lay-off Notice (Article 9A(1), (1)(a))**

One (1) week (Sunday - Saturday)

**(11) Bereavement (Article 12B(1)(a)(b)(c), 12B(2))**

- (a) Five (5) working days bereavement becomes four (4) days ("consecutive regular scheduled working days")

- (b) Three (3) bereavement days becomes two (2) days (“consecutive regular scheduled working days”)
- (c) One (1) bereavement day stays as one (1) bereavement day

**(12) Machine on two (2) shifts (not three (3))- Seniority (Article 8D)**

Following the posting by the Company of a Notice of Continuous Operations in the applicable departments, Article 8D shall become **activated** so that the senior persons in each posted job in **those** departments shall be entitled to exercise their rights, provided they do so **within** forty-eight (48) hours of the posting of the Notice of Continuous Operations.

**(13) Notice of Shift Change (Article 19E)**

For Continuous Operation employees Article 19E shall read:

“Except for shift changes taking place at the end of a six (6) week cycle, employees shall be given at **least** **twenty-four** (24) hours notice of any shift change. Failing the above notice, time-and-one-half shall apply for the first shift of the shift change.”

**(14) Pay Stub Article 14 B**

7:00 PM - 7:00 AM shift shall receive pay notification on Wednesday

7:00 AM - 7:00 PM shift shall receive pay notification on Thursday

**(15) Article 19 A(3), 4(b) GENERAL**

Amend by this schedule eight (8) to twelve (12) hours.

**(16) Committee: Continuous operations**

There shall be a Continuous Operations (twelve (12) hour shifts) Committee. It shall consist of 4 members of the Union and 4 members of management. They shall meet upon request of either the Union or management to deal with matters relating to the introduction and application of Continuous Operations (twelve (12) hour shifts). They shall report the Committee's recommendations to the Union and the Company.



**C. Coildive Agreement Articles not Applying to Employees on Continuous Operations**

The following articles of the collective agreement shall **not** apply to employees working on Continuous Operations:

1. Article 9A(1), (1)(a);
2. Article 10B(1)(a), 10C;
3. Article 11A2(a);
4. Article 12B(1)(a)(b)(c), 12B(2);
5. Article 14B;
6. Article 15I;
7. Article 15 IB, C; IIA, B; IIIA, B,C; IVA,B;
8. Article 16A, 16B, 16D(4), 16D(5)(a)(b)(c)(d)(e);
9. Article 19A(3), 19E, 19H;
10. Article 21A,B;
11. Article 24A, 24B;
12. Shift Differential;
13. Special Note #2, Schedule "A"

## CONTINUOUS OPERATIONS - DIAGRAM

Seven(7) Day/Twenty-Four(24) Hour Shift Schedule

Three(3) Days On/Three(3) Days Off

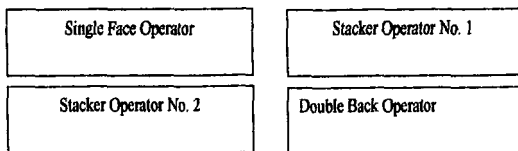
Six(6) Week Cycle	Sua	Mon	Tue	Wed	Thu	Fri	Sat
WK1	A/C	A/C	A/C	BID	B/D	BID	C/A
WK2	C/A	C/A	DIB	DIB	DIB	A/C	A/C
WK3	A/C	B/D	B/D	B/D	C/A	C/A	C/A
WK4	D/B	D/B	DIB	A/C	A/C	A/C	B/D
WK5	B/D	B/D	C/A	C/A	C/A	DIB	DIB
WK6	D/B	A/C	A/C	A/C	B/D	B/D	B/D

\* In all cases, the first letter is the day shift and the second letter is the night shift

	Hours Worked	Hours Paid	Number Sundays	Number Saturdays
Shift A	252	276	3	3
Shift B	252	276	3	3
Shift C	252	276	3	3
Shift D	252	276	3	3

Schedule "C"  
Lines of Progression

## Corrugator



Utility Person

Roll Handler

## Printing (Flexo2, Flexo3, Flexo5, Flexo6, 66" Flexo Rotary Die Cutter)

Flexo Operator No. 1

Flexo Operator No. 2

Stacker

## Shipping

Shipper Lead Hand

Checker Loader

Unitizer Operator

**Line of Progression Committee**

There shall be a Line of Progression Committee consisting of three (3) members of the Union and three (3) members of Management. They shall meet upon request of either the Union or Management and report the committee's recommendations to the Union and the Company.

The Union and the Company agree that the matter of Line of Progression, if any, in the Finishing department shall be referred to the Line of Progression Committee.)

- (1) Lines of Progression are only being introduced:
  - (a) For permanent vacancies In Line of Progression Jobs –they shall be filled by the employee in a parallel or next lower position in the Line of Progression, with the most Department Seniority provided such employee is able to fill the job immediately. (This shall not apply, however, for permanent vacancies in a bottom job in a Line of Progression and where an employee in the Line of Progression "freezes" himself.); and
  - (b) For a permanent vacancy in a bottom job in the Line of Progression - any such vacancy shall be posted in keeping with the job posting provisions in the collective agreement and shall be filled by the Employer considering the following factors:
    - (i) Seniority (department seniority first then company seniority); and
    - (ii) Training and Performance

and where the applicants are relatively equal to perform the work required, seniority (as above noted) shall govern.
  - (c) For any employee in a Line of Progression who chooses to "freeze himself - any employee in a Line of Progression

job who chooses not to fill a vacancy in such Line of Progression based on his Department Seniority, shall thereby exercise his right to "freeze" himself in that Line of Progression. Such employee will thereby give up his right to move into any vacancy, for a period of one (1) year after he "freezes" himself. If such employee wishes to become "unfrozen" such employee shall give at least one (1) month notice in writing to the Company of his intent to be eligible for promotion into future vacancies in his Line of Progression. The Company shall not be delayed in filling a Line of Progression job because of an employee "freezing" himself in the Line of Progression. Any employee promoted into a permanent vacancy over a "frozen" employee shall permanently jump that "frozen" employee in such Line of Progression.

- (2) There shall be no changes in the application of the collective agreement to Line of Progression jobs, except those noted above. By way of example only, there shall continue to be flexibility of the workforce including, without limitation, flexibility in moving employees among departments for temporary vacancies. Another example is lay-offs where the current provisions of the collective agreement shall continue to apply. It is emphasized that these are examples only and do not restrict the point that there shall be no other changes with the introduction of the Lines of Progression except those noted in paragraphs (a), (b), and (c) of A(1) above.
- (3) Both parties understand that problems may arise which are not addressed or anticipated by this memorandum. Should this occur, a resolution committee consisting of three (3) members of the union and three (3) members of management shall meet and report the committee's recommendations to the Union and the Company.

**SCHEDULE "D"**  
Modified Corrugator Schedule

**Modified Corrugator Schedule**

Week	Suo	Mon 12 hour Day Shift	Tue 8 - hour shifts Day/Night	Wed E-hour shifts Day/Night	Thu 8 - hour shifts Day/Night	Fri 8 - hour shifts Day/Night	Sat 12 hour Day Shift
One	OFF	B	A - B	A - B	A - B	A - B	A
TWO	OFF	A	B - A	B - A	B - A	B - A	B

	Hours Worked	Hours Paid
--	-----------------	---------------

Shift A	44	46
Shift B	44	46

**Monday and Saturday Pay = E hours at straight time and 4 hours at time and one half.**

- (a) The Company and the Union agree (subject to ratification) to the Modified Corrugator Schedule. There shall be a Corrugator Scheduling Committee to deal with matters relating to the effects of amending the schedule of the corrugator.
- (b) Notice of not less than two (2) full weeks of the commencement of the Modified Corrugator Schedule shall be posted by the Company. Notice of not less than one (1) full week of going off the Modified Corrugator Schedule shall be posted by the Company.
- (c) The Corrugator Scheduling Committee shall consist of three (3) members of the Union and three (3) members of Management. They shall meet upon request of either the Union or Management to deal with matters relating to the effects of modifying the schedule of the corrugator and they shall report the Committee's recommendations to the Union and the Company.
- (d) All employees who work on the Modified Corrugator Schedule for forty-four (44) hours shall be credited for pensionable earnings based on such hours worked.
- (e) The Company and the Union agree that the Modified Corrugator Schedule shall remain in place during the term of this collective agreement, except where the Company as a result of an increase in business determines the need to go on a Continuous Operation of the corrugator or as a result of a decrease in business determines the need to return to the corrugator schedule based on eight (8) hour shifts.

SCHEDULE "E"  
Seven (7) Day Operations

This schedule identifies and establishes the special collective agreement provisions applicable to employees on "Seven day Operations" (diagramed as "Diagram - 7.- Days," at p.2 of this Schedule E).

**A Seven (7) day Operations - Overview**

**(1) Hours of Work (Article 15)**

- (a) Seven day Operations is to be based on a schedule with four (4) crews working eight (8) hour shifts Monday to Friday and twelve (12) hour shifts Saturday and Sunday as shown on Diagram - 7.- Days.
- (b) The Seven day Operations week shall start on Monday at 12:01 a.m. and end on the following Sunday at 11:59 p.m.
- (c) Duration of Cycle:
  - (i) The normal cycle shall consist of a period of four (4) weeks.
  - (ii) Notice to start a cycle of Seven day Operations shall be posted by the Company not less than one (1) full week in advance of the start of such cycle.
  - (iii) Notice of ending a Seven day Operations shall be posted by the Company not less than one (1) full week prior to the ending of such cycle.

**B. Premium-pay**

Premium-pay will apply as follows:

- (1) Saturday scheduled twelve (12) hour shifts - First eight (8) hours worked will be paid at time and one-half, next four (4)

hours worked will be paid at double time.

- (2) Sunday scheduled twelve (12) hour shifts– First eight (8) hours worked will be paid at time and one-half, next four (4) hours worked will be paid at double time.

### **Overtime (Article 15 – 16)**

- (1) Monday – Friday:

For employees on Seven day Operations who are not scheduled to work on Monday - Friday, the first eight (8) overtime hours worked on such day shall be paid at time and one-half; all overtime hours worked in excess of such eight (8) hours shall be paid at double time.

- (2) Saturday and Sunday:

(a) For employees scheduled to work twelve (12) hours on **Saturday/Sunday**, all hours worked in excess of such twelve (12) premium-pay hours shall be paid at double time; or

(b) For employees on Seven day Operations who are not scheduled to work on **Saturday/Sunday**, the first eight (8) overtime hours worked on such day shall be paid at time and one-half; all overtime hours worked in excess of such eight (8) hours shall be paid at double time.

- (3) Lunch break shall be as close to the middle of the shift as practical.

- (4) Should the Company require overtime **after** the end of a **regularly** scheduled **Saturday/Sunday** shift, and should such overtime be expected to be no more than four (4) hours beyond such twelve (12) hours, the Company shall first offer such overtime work:



- (a) to the employee who has been working that job on such twelve (12) hour shift and such overtime hours shall be paid at a rate of double time;
- (b) if, however, such employee in (a) above declines to stay, the qualified employee performing such overtime, provided they are not performing such overtime as a continuation of their twelve (12) hour shift, shall be paid at a rate of time and one-half for such overtime hours worked.

#### **D. Shift Differential**

- (1) Monday - Friday:

as per Collective Agreement.

- (2) Saturday - Sunday:

Employees working regular twelve (12) hour shifts on Saturday and Sunday shall not be eligible for shift differential.

#### **E. Paid Holidays (Article 10B(1)(a), 10C)**

- (1) Holiday pay will be at the rate of the job the employee is working on in the week of the holiday.
- (2) If an employee works on a paid holiday, which falls on his regularly scheduled Monday to Friday shift, he shall receive holiday pay plus double time for all hours worked on the holiday.
- (3) If an employee works on a paid holiday, which falls on, his regularly scheduled Saturday-Sunday shift, he shall receive holiday pay plus double time for all hours worked on the holiday.
- (4) Holiday pay for employees for holidays which fall on that employee's scheduled premium-pay days, shall include premium pay.

I Holiday pay for employees not working the holiday shall be:

(a) Monday to Friday:

eight (8) hours times their Sch "A" rate for holidays falling on Monday - Friday;

(b) Saturday - Sunday:

(i) twenty (20) hours pay at their Sch "A" hourly rate for the Saturday or Sunday on which the holiday falls (in such employee's scheduled week of Saturday/Sunday); or

(ii) otherwise holiday pay for a Saturday or Sunday shall be eight (8) hours times the Sch "A" hourly rate for such employee.

(c) In order to receive this holiday pay, the employee must not be absent from work on the days identified in Article 10(B)(1)(a).

) Notwithstanding the above, the Seven Day Operations will not be in effect on the Christmas/New Year's break periods.

### **Vacations (Article 11A(2)(a)(b))**

(1) One week of vacation shall run Monday - Sunday, inclusive.

(2) Vacation pay shall be the greater of two (2) percent per week of vacation or forty (40) hours pay (straighttime), whichever is greater.

### **Break Periods (Article 21 A, B)**

Amend from ten (10) minutes to fifteen (15) minutes duration for employees working regularly scheduled twelve (12) hour shifts on Saturday/Sunday.

## H. Meal Allowance (Article 24 A, B)

- (1) After fourteen (14) hours worked as part of a twelve (12) hour **Saturday/Sunday** scheduled shift (scheduled shift plus two (2) hours overtime)
- (2) After twelve (12) hours worked as part of a twelve (12) hour **Saturday/Sunday** scheduled shift (where the Company does not give twelve (12) hours notice to an employee working his day off).

## I. Sick Day (Article ISH)

- (1) Sick days accumulated prior to this collective agreement may be converted to **hours** for purposes of use in twelve (12) hour increments for missed regular scheduled twelve (12) hour shifts, for personal or family illness.
- (2) Where employee has missed a regular scheduled twelve-(12) hour shift because of personal or family illness: sick day paid **twelve (12) hours** straight time. (Example: If the employee is sick on the Saturday and works on the Sunday, the employee receives twelve (12) hour's pay for such Saturday and twenty **(20)** hour's pay for such Sunday.)
- (3) Sick days shall be either **eight hours** or **twelve hours** depending on the normal working hours for that employee when he takes the sick day.

## J. Lay-off Notice (Article 9A(1), (1)(a))

One (1) week (Monday - Sunday)

Bereavement (**Article 12B(1)(a)(b)(c), 12B(2)**)

For employees whose regular shift is on **Saturday/Sunday** (applicable to bereavement leave days falling on such **Saturday/Sunday**):

- (1) Five (**5**) days bereavement ("consecutive regular scheduled working days");
- (2) Three (**3**) days bereavement ("consecutive regular scheduled working days");
- (3) One (**1**) bereavement day: to receive a day off with pay.

The Company shall calculate the pay for bereavement leave days falling on a:

- (1) Saturday or Sunday on which an employee is scheduled to work and which has been missed as a result of such Saturday or Sunday being a bereavement day • at a rate of twelve (**12**) times the **Sch "A"** hourly wage rate of such employee; or
- (2) week day on which an employee is scheduled to work, at the rate of eight (**8**) times their **Sch "A"** hourly rate.

Article **19A(3), (4)(b)** GENERAL

Amend by this schedule, eight (**8**) to twelve (**12**) hours where the employee is regularly scheduled for a **Saturday/Sunday** shift.

Priority for Holidays Falling on a **Saturday/Sunday** for Employees **Working** Twelve (12) Hour Shifts on a Seven day Operations:

- (1) Holidays Falling on a Saturday ~~or~~ Sunday
  - (a) The work shall be first offered by the Company to the employee scheduled for such work on such

Saturday/Sunday;

- (b) If the employee eligible under (a) above refuses, then the Company shall offer such work to employees scheduled to work the twelve (12) hour shift on such day, in order of departmental seniority of such employees;
- (c) If no employee eligible under (b) above claims such work, the Company shall offer such work to the employee scheduled to work the twelve (12) hour shift on such day, in order of plant seniority;
- (d) If no one eligible under (c) claims such work, the Company shall revert to the provisions of the Collective Agreement in order to have such work performed.

**(2) Capable of Doing the Available Work**

it shall be a condition of offering the holiday work noted in paragraph (1) above that the employee claiming priority to such work is capable of performing such work.

**N. Machine on Two (2) or Three (3) Shifts - Seniority Article 8D**

Following the posting by the Company of notice of Seven day operations in the applicable departments, Article 8D shall become activated so that the senior persons in each posted job in those departments shall be entitled to exercise their rights, provided they do so within forty-eight (48) hours of the posting of the notice of the Seven day Operations.

**O. Notice of Shift Change (Article 19E)**

For Seven day Operation employees, Article 19E shall read:

"Except for shift changes taking place at the end of a four (4) week cycle, employees shall be given at least sixteen (16) working hour's notice of any shift change. Failing the above notice, time and one-half shall apply for the first shift of the shift change."

### **Collective** agreement articles not applying to employees on Seven day Operations

The following articles of the collective agreement shall not apply to employees working on **Saturday/Sunday** on their regular weekend shift as part of the Seven day Operations:

1. Article 9A(1),(1)(a).
2. Article 10C
3. Article 14B
4. Article 15
5. Article 16D(5)(a)(b)(c)(d)(e)
6. Article 19E
7. Article 21 A, B
- a. Shift Differential
9. Special Note #2, Schedule " A



**Employee Booklet**  
**on the**  
**Pension Plan**

**For**

**Hourly Employees**

**of**

**Maritime Paper  
Products Limited  
(Nova Scotia)**

**March, 2002**





## 1. INTRODUCTION

Maritime Paper Products Limited has a Pension Plan in force, providing pension benefits for its Nova Scotia hourly employees.

In addition to the benefits from this Plan, you will also receive the pensions provided by the Canada Pension Plan and the Old Age Security Act.

The Plan is a registered pension plan conforming to the regulations of Revenue Canada. Accordingly, contributions made by you are deductible for income tax purposes.

The following pages describe the main provisions of the Plan. Please read them carefully so that you will be familiar with all the benefits to which you might be entitled. However, if there should be any conflict between this description and the official text of the Plan, the text will govern in all cases. You may arrange to look at a copy of the official text.

## 2. ELIGIBILITY

If you are a full-time employee, you must join the Plan upon the completion of one year of service. If you are a part-time employee, you do not have to join the Plan but may elect to do so after you have earned at least 35% of the earnings ceiling under the Canada Pension Plan in each of the two calendar years prior to joining. The earnings ceiling for 2002 is \$39,100 so that 35% means \$13,685.

## 3. CONTRIBUTIONS

### (a) **By Employees**

You shall contribute 4% of your earnings, towards the cost of your pension benefits.

### (b) **By Company**

The Company will pay the additional amounts necessary to cover the cost of your pension benefits.

#### 4. RETIREMENT DATES

Your normal retirement age is 65.

You may retire early at any time after age 55 with a reduced pension and bridging benefit, as described under "Section 5. Amount of Pension".

#### 5. AMOUNT OF PENSION

You shall receive, on retirement at age 65, an annual pension equal to the sum of the following:

(a) **Service to January 1, 1985**

1% of your 1998 earnings up to \$36,900 (Canada Pension Plan earnings ceiling for 1998) plus 2% of your 1998 earnings in excess of \$36,900, the total multiplied by years of membership in the Plan to January 1, 1985.

(b) **Service from January 1, 1985 to January 1, 1999**

2% of your 1998 earnings multiplied by years of membership in the Plan from January 1, 1985 to January 1, 1999.

(c) **Service from January 1, 1999**

2% of your earnings each year from January 1, 1999.

If you retire early at any time after age 55, the above earned pension will be adjusted as follows:

(i) **After 30 years of employment**

Your earned pension will be reduced by 1/2% for each month (6% per year) by which your early retirement date precedes age 60. Therefore, if you are age 60 and have 30 years of employment, there is no reduction.

(ii) **Before 30 years of employment**

Your earned pension will be reduced by 1/2% for each month (6% per year) by which your early retirement date precedes age 65.

On early retirement, you shall receive, in addition to the above pension, a bridging benefit, payable from age 58 (or date of retirement, if later) to age 65, in the amount of \$24 per month, multiplied by years of membership in the Plan.

## 6. INTEREST

Interest on contributions, refunded in the event of either death before retirement or termination of employment, is credited at a rate corresponding to that payable on 5-year personal fixed term deposits at the chartered banks. Current contributions are credited with an appropriate pro-rata share of the annual rate. Recent rates have been as follows:

1997	4.54%
1998	4.29%
1999	4.48%
2000	5.31%
2001	4.15%

## 7. DEATH BENEFITS BEFORE RETIREMENT

### (a) **Benefits Earned Prior to January 1, 1988**

Upon your death, while in service prior to age 65, there shall be payable to your beneficiary an amount equal to your contributions made prior to January 1, 1988 and accumulated with Interest to the date of settlement.

### (b) **Benefits Earned from January 1, 1988**

#### (i) **Where Employee has at least 2 years of Plan Membership**

Upon your death, while in service prior to age 65 and after 2 years of membership in the Plan, there shall be payable to your beneficiary an amount equal to

the present value of the benefits you have earned for service from January 1, 1988 (including a minimum Company contribution equal to 50% of the value of the earned benefits).

(ii) **Where Employee has less than 2 Years of Plan Membership**

Upon your death, while in service prior to age 65 and before 2 years of membership in the Plan, there shall be payable to your beneficiary an amount equal to your contributions made from January 1, 1988 with interest to the date of settlement.

## **8. DEATH BENEFITS AFTER RETIREMENT**

In the event of your death, after your pension has commenced, the death benefit payable to your beneficiary (if any) shall be governed by the form of pension you have elected upon retirement, as described under "Section 9 - Normal & Optional Forms of Pension".

## **9. NORMAL AND OPTIONAL FORMS OF PENSION**

Upon retirement, you may elect to receive your pension under the normal form or an optional form, as described below:

(a) **If either you don't have a spouse or your spouse signs a waiver to spouse's benefit**

(i) **Normal Form**

The normal form of pension is payable for life but guaranteed for 10 years. This means that if you die before receiving 120 monthly payments, your beneficiary will receive the remaining payments until 120 payments in total have been made.

(ii) **Optional Form**

instead of the above guarantee, you may elect a lifetime pension with a guaranteed term of 5 or 15 years. Your pension will be reduced (from the amount

payable under Normal Form) if the guaranteed term exceeds the term under the Normal Form of pension and vice versa.

(b) **If you have a spouse and spouse doesn't sign a waiver to spouse's benefit**

(i) **Normal Form**

If you have a spouse at retirement, provincial legislation requires you to convert your earned pension to a pension with a 60% spouse's benefit (thus causing a corresponding reduction in your pension), unless your spouse signs a waiver giving up her/his right to the spouse's pension. This means that 60% of your reduced pension will continue to your spouse, after your death, for the balance of her/his life.

(ii) **Optional Form**

Instead of the above 60% spouse's benefit, you can elect a higher percentage (67%, 75% or 100%). Your pension will be reduced accordingly (from the amount payable under the Normal Form).

## 10. TERMINATION BENEFITS

(a) **Benefits Earned Prior to January 1, 1988**

(i) **Before "45 and 10" (i.e. age 45 and 10 years**

If, on termination, you do not satisfy the "45 and 10" rule, you have the option of taking a refund of your contributions made to January 1, 1988 with Interest or of leaving such contributions in the Plan to receive a deferred pension, payable from age 65, equal to a portion of the benefit earned up to January 1, 1988, as follows:

- the pension provided by your contributions; plus
- a percentage of the pension provided by Company

contributions (i.e. 10% after 11 years of Plan membership and increasing by 10% per year to 100% after 20 years).

Instead of the above deferred pension, you can elect (if under age 55) to transfer its value to a locked-in RRSP (i.e. locked-in for a pension and not cash).

(ii) **After “45 and 10”**

If, at the time of termination, you satisfy the “45 and 10” rule, you are required by the Nova Scotia Pension Benefits Act to leave the contributions you made from January 1, 1977 to January 1, 1988 in the Plan and receive, a deferred pension (payable from age 65), equal to the benefit earned during such period. If under age 55, you can elect (instead of the above deferred pension), to a transfer of its value to a locked-in RRSP.

(b) **Benefits Earned from January 1, 1988**

If you terminate employment before completing 2 years of membership, you shall receive a refund of your contributions made from January 1, 1988 with Interest to the date of settlement.

If, on termination, you have completed 2 years of membership, you are required by the Nova Scotia Pension Benefits Act to leave your contributions made from January 1, 1988 in the Plan and receive a deferred pension (payable from age 65), equal to the benefit earned from January 1, 1988. If under age 55 you can elect (instead of the above deferred pension) a transfer of its value to a locked-in RRSP. If your contributions are in excess of 50% of the present value of the earned pension, you shall receive a refund of such excess contributions.

## **11. PENSION BENEFITS DURING DISABILITY**

During the period while you receive benefits under the Company's Long Term Disability Program, you shall continue to earn benefits

under the Pension Plan as if you were contributing at the rate in effect at the time of disablement. You will not be contributing to the Pension Plan during such period of disability.

## **12. GOVERNMENT PENSION BENEFITS**

You will receive pension benefits under the Canada Pension Plan (CPP) and Old Age Security (OAS) Act when you reach age 65 (or as early as age 60 in the case of CPP). These benefits are in addition to the benefits under the Company Plan.

### **(a) CPP**

At the present time, the maximum pension payable to those retiring in 2002 who have always earned over the earnings ceiling of the CPP (\$39,100 for 2002) is \$9,465 a year from that plan, payable from age 65. The earnings ceiling is the maximum amount on which contributions and benefits under the CPP are currently based. The CPP benefits may be received as early as age 60 but in a reduced amount (i.e. a reduction of 1/2% per month of early retirement prior to age 65).

### **(b) OAS**

The OAS pension payable effective January 1, 2002 is \$5,312 per year. It is paid at age 65 to everyone who meets the residency requirements.

Both the CPP and the OAS benefits are adjusted by cost-of-living increases on a regular basis.

## **13. PROOF OF AGE**

You will be required to furnish proof of age before you retire. A baptismal or birth certificate is the best proof of age. If such is not available, **you** may obtain information concerning acceptable proof of age from the Company.



90

## NOTES

(8)

9

**GROUP  
INSURANCE  
PLAN**

**MARITIME PAPER PRODUCTS  
LIMITED**

**HOURLY PAID EMPLOYEES  
(Nova Scotia)**

**Group Number 7866**



**Canada Life**

**RECEIVED**  
JUN 29 2002

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**THE CANADA LIFE ASSURANCE COMPANY**

on behalf of

**MARITIME PAPER PRODUCTS LIMITED**

presents

**YOUR GROUP COVERAGE PLAN**

**HOURLY PAID EMPLOYEES  
(Nova Scotia)**

**GROUP POLICY NUMBER:** 7866

**PLAN ADMINISTRATION NUMBER:** 7866

**CURRENT PLAN EFFECTIVE DATE:** November 1, 2001

## IMPORTANT NOTICE

This booklet describes the plan of coverage your Employer has arranged for its employees.

Not all of the benefits are insured by Canada Life. The following benefits are not insured by Canada Life; the Employer has contracted with Canada Life to administer the benefits on its behalf, as the Plan Administrator, through an Administrative Services Only agreement (ASO). These benefits are described in the Employer's Plan Document bearing the Plan Administration Number 7866.

- Employee Weekly Income
- Employee/Dependent Extended Health Care (other than drug coverage)
- Employee/Dependent Vision
- Employee/Dependent Dental

The Employee/Dependent Prescription Drug Benefit is provided through an agreement between the Employer and ClaimSecure.

The following benefits are insured by Canada Life. They are described in the Group Policies issued by Canada Life to the Employer bearing the Group Policy Number 7866.

- Employee Life Insurance
- Employee Long Term Disability

The Accidental Death and Dismemberment benefit is provided through an agreement between your Employer and The Citadel General Assurance Company (Policy No. 9223670).

No rights to any benefits are created or conferred by this booklet. This booklet is for descriptive purposes only. The description of or reference to any benefit in this booklet does not necessarily mean that you have that coverage.

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On all claims or correspondence, please include your certificate number, the Group Policy Number, and Plan Administration Number.

## EMPLOYEE GROUP TERM LIFE INSURANCE

### SCHEDULE

#### Basic Coverage

200% of your annual earnings  
subject to a minimum of \$60,000.00  
and a maximum benefit of  
**\$200,000.00**

#### Optional Coverage

You and/or your dependent spouse may elect an amount of Optional Life insurance equal to any multiple of \$10,000.00 subject to a maximum of \$250,000.

Evidence of insurability satisfactory to Canada Life is required for all optional coverage.

Basic Coverage terminates **on** the date your employment terminates and Optional Coverage terminates **on** the earliest of the date you attain age 65, retire or your employment terminates. Spouse optional amounts terminate on the earliest of the date your spouse attains age 65, you attain 65, retire or terminate employment.

Effective: November 1, 2001

## EMPLOYEE CROUP TERM LIFE INSURANCE

### **Life Benefit**

If you die while insured for this benefit, the amount of life insurance shown in the above SCHEDULE will be payable to your designated beneficiary.

### **Premium Waiver**

If you become totally disabled prior to age 65 for 6 consecutive months and require the regular and personal attendance of a physician, your life insurance will continue with no premium payments required. Your total disability must prevent you from engaging in any gainful employment or occupation for which you are reasonably qualified by training, education or experience.

However, you must report your disability to Canada Life within 1 year from the commencement date of disability.

The amount of insurance continued under the Premium Waiver shall be determined on the last day of active employment.

Premium Waiver ceases on the earliest of the date you:

- cease to provide written proof of your disability satisfactory to Canada Life;
- fail to submit to a medical examination by a physician appointed by Canada Life; or
- attain age 65.



## EMPLOYEE GROUP TERM LIFE INSURANCE

### Conversion Privilege

When your coverage terminates, you have 31 days to convert all or part of your life insurance to certain types of individual insurance. Medical exams and evidence of insurability will not be required.

if your coverage terminates because of termination of employment or you are no longer in a class of employees eligible for life insurance, you may convert up to the amount of life insurance you had under the Group Policy on the date your life insurance terminated subject to a maximum of \$200,000.00.

If your coverage terminates because:

- the EMPLOYEE GROUP TERM LIFE INSURANCE is cancelled under the Group Policy;
- your class under the Group Policy is cancelled; or
- the Group Policy is cancelled;

you can convert to a plan of individual life insurance if you have been continuously insured for 5 years. The maximum amount which can be converted is the lesser of:

- 3 times the maximum pensionable earnings on cancellation date under the Canada or Quebec Pension Plans;
- your amount of life insurance under the Group Policy; or
- \$200,000.00.

The amount of individual life insurance will be reduced by any amount of group life insurance for which you become eligible within the 31 day conversion period.

### Extension of Coverage

If you die during the 31-day conversion period, Canada Life will pay your beneficiary the amount you could have converted to individual insurance.

## EMPLOYEE WEEKLY INCOME BENEFIT

### SCHEDULE

**Weekly Amount** 70% of your weekly earnings, subject to a maximum amount of \$675.00 per week.

### Benefit Payment Waiting Period

- accident Nil
- sickness 3 days\*

\*However, if hospitalized overnight during the Benefit Payment Waiting Period, benefit will be payable from the date of hospitalization. If disabled due to a surgical procedure performed as an outpatient or in a medical doctor's office, benefit will be payable from the date that procedure was performed.

**Maximum Benefit Payment Period** 52 weeks

### Termination

Coverage terminates on the date your employment terminates.

## EMPLOYEE WEEKLY INCOME BENEFIT

### Weekly Income Benefit

If you become totally disabled, as described in the Plan Document, while covered for this benefit and require the regular and personal attendance of a physician and incur a loss of time from work and a loss of earnings, weekly income payments will be made in accordance with the SCHEDULE on a bi-weekly basis for any period of disability whether due to one or more causes. Proof satisfactory to the Plan Administrator of your continuous disability is required.

### Amount of Benefit

The amount of weekly income benefit payable will be the amount for which you are covered in accordance with the SCHEDULE on the date you become totally disabled, reduced by disability or retirement income payable as a result of your disability under any government **plan**, or any Other Source, to the extent **that** the total weekly amounts payable for the same period of disability from all sources shall **not** exceed 80% of your take-home pay on the date you became totally disabled.

### Limitations

No amount will be payable for any loss which results from or is caused by disability due to:

1. intentionally self-inflicted sickness or injury;
2. sickness or bodily injury arising out of or in the course of employment;
3. insurrection or war, whether declared or not, any act incident to such insurrection or war, or participation in any riot; or
4. cosmetic medical or surgical care, unless rendered as a result of reconstructive cosmetic surgery and you submit satisfactory proof that such care is necessary to restore tissue damaged by disease or accidental bodily injury.

No amount will be payable for any period of disability during which you are imprisoned or during a leave of absence or any reason if you had arranged the leave with your Employer prior to the commencement of the disability.

## EMPLOYEE WEEKLY INCOME BENEFIT

### Recurrent Disability

if, after termination of any period of disability for which you have received weekly income payments, you again become disabled as a result of the same or related disability, a new period of disability will be established if you:

- have recovered completely and returned to work between disabilities for a continuous period of at least two weeks; or
- have not recovered completely, and returned to work for a continuous period of at least one month.

### Extension of Coverage

If on the date your coverage terminates for any reason, you are totally disabled and are either receiving weekly income payments or are fulfilling a required waiting period, benefits will be payable for any loss incurred after such date and while you remain totally disabled as would be payable if your coverage had not terminated.

However, there is no extension if the Plan Administrator receives "late notice" of disability. "Late notice" means more than 6 months from either termination of coverage (provinces other than Quebec) or commencement of disability (Quebec).

### Definitions

**Other Source** shall mean any wage continuance arrangement, or any group insurance policy or retirement plan available through employment or through membership in a professional association; or any amount paid or payable under any no-fault automobile insurance policy for disability or loss of income or wage replacement, provided integration with no-fault insurance benefits are permitted by law.

**Take-home pay** means earnings less non-voluntary registered pension plan contributions and Federal and Provincial income taxes deducted.

EMPLOYEE LONG TERM DISABILITY INCOME BENEFIT

SCHEDULE

<b>Monthly Amount</b>	66 2/3% of your monthly earnings, subject to a maximum of \$3,000.00
<b>Benefit Payment Waiting Period</b>	12 months
<b>Maximum Benefit Payment Period</b>	The earliest of a) attainment of age 65; b) retirement; or c) becoming eligible for unreduced early retirement pension (i.e. member of the pension plan and having both attained age 62 and completed 30 years of employment).

New employees (hired after January 1, 1999) with less than five years of company seniority shall be entitled to a maximum of one month for each month of service.

<b>All Source Maximum</b>	75% of pre-disability gross earnings
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<b>Taxability Status</b>	Taxable
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**Termination**

Coverage terminates on the date your employment terminates (or your attainment of age 65 if earlier).

## EMPLOYEE LONG TERM DISABILITY INCOME BENEFIT

### Total Disability Benefit

If you become totally disabled while insured for this benefit, incur a loss of time from work and a loss of earnings, and remain disabled for longer than the Benefit Payment Waiting Period, you will be eligible for the monthly disability income payments as shown in the SCHEDULE and no premium will be required for this benefit.

Your disability, due to sickness or bodily injury, must require the regular and ongoing care of a legally qualified physician appropriate to the sickness or injury and must prevent you:

- for the first twelve months of benefit payment, from performing the substantial duties of your own occupation; and
- thereafter, from performing any gainful occupation for which you are or may become reasonably qualified by education, training or experience.

### Integration of Benefits

Your monthly benefit will be reduced by any disability or retirement income for which you are eligible as a result of your disability under the Canada or Quebec Pension Plan (Primary and Secondary Income benefits), Workers' Compensation Act, or similar legislation.

In no event shall your total amount of income from **all** sources as a result of your disability (other than an individual disability policy) exceed the All Source Maximum shown in the SCHEDULE. Specific details are in the Group Policy.

### Rehabilitation Programme

You may still be considered totally disabled if you participate in a rehabilitation programme which is approved by a physician, subject to the continued approval of Canada Life.

Canada Life Benefit payments under the Group Policy will be reduced by 50% of your monthly earnings from the rehabilitation programme.

Your total amount of income from all sources, including remuneration from the rehabilitation programme must not exceed 100% of your pre-disability earnings.

## EMPLOYEE LONG TERM DISABILITY INCOME BENEFIT

### Benefit Payment Termination

You will stop receiving benefits on the earliest of:

1. the end of the Maximum Benefit Payment Period shown in the SCHEDULE;
2. failure to satisfy any of the following:
  - a) furnish written proof satisfactory to Canada Life of your disability;
  - b) submit to a medical examination by **an** independent physician of Canada Life's choice;
  - c) accept medical treatment by a specialist covering your disability when requested by Canada Life;
  - d) receive medical supervision and treatment;
  - e) enter into a rehabilitation program considered appropriate by Canada Life and its medical advisors;
  - f) agree in writing to reimburse Canada Life, following written request to do so, for any amounts paid by Canada Life that are recoverable from a third party;
3. end of disability as outlined in the Group Policy;
4. death; or
5. commencement of any occupation for wage or profit other than as specifically described in the Group Policy.

## EMPLOYEE LONG TERM DISABILITY INCOME BENEFIT

### Extension

If your insurance terminates while you are totally disabled, Canada Life will pay the same amount as if insurance had not terminated if:

1. you are receiving monthly benefit or are completing the Benefit Payment Waiting Period;
2. a physician certifies that you were totally disabled when insurance terminated; and
3. you continue to be totally disabled.

However, there is no extension if Canada Life receives "late notice" of disability. "Late notice" means more than 6 months from either termination of insurance (provinces other than Quebec) or commencement of disability (Quebec).

### Recurrent Total Disability

1. If you **have** satisfied some but not all of the Benefit Payment Waiting Period, return to work for up to a maximum of 30 days, and subsequently become totally disabled as a result of the same or related total disability, then Canada Life shall consider the subsequent period of total disability as a continuation for the purpose of satisfying the Benefit Payment Waiting Period. Only one period of continuation will be allowed per total disability.
2. if you have satisfied the Benefit Payment Waiting Period and received monthly disability income payments, return to work for **up** to a maximum period of 180 days, **and** subsequently become totally disabled as a result of the same or related **total** disability, then Canada Life shall consider the subsequent period of total disability as a continuation, and no new Benefit Payment Waiting Period shall be required.



## EMPLOYEE LONG TERM DISABILITY INCOME BENEFIT

### Limitations

1. Canada Life will not pay benefits for any disability which directly or indirectly results from:
  - a) intentionally self-inflicted sickness or injury;
  - b) any act of insurrection or war, or participation in a riot;
  - c) your commission or attempted commission of any criminal offence;  
or
  - d) cosmetic medical or surgical care, unless rendered as a result of reconstructive cosmetic surgery and you submit satisfactory proof that such care is medically necessary to restore tissue damaged by disease or accidental bodily injury.
2. No amount will be payable for any period:
  - a) during which you are in prison; or
  - b) during a leave of absence for any reason if you had arranged the leave with your Employer prior to the commencement of disability.
3. No amount is payable for a total disability due to a condition for which you were treated or attended by a physician, or for which prescription drugs were taken, within 4 weeks prior to the effective date of your insurance. This limitation will not apply after you have performed all the duties of your regular occupation on a full-time basis for 4 consecutive weeks after the applicable effective date.

## **EXTENDED HEALTH CARE BENEFIT**

### **SCHEDULE**

**Lifetime Maximum Amount**                      Unlimited

**Deductible Amount**                              Nil

This is the amount of Eligible Charges you must pay before benefits are payable.

**Co-insurance Amount**                        Nil

This is the percentage amount of Eligible Charges that you pay after you have paid the Deductible Amount.

### **Termination**

Coverage terminates on the date your employment terminates, except if you retire after having both attained age 60 and completed 30 years of employment or retire between May 1, 2001 and April 30, 2007 after having both attained age 58 and completed 30 years of Employment. In the latter cases, coverage will continue until age 65.

## EXTENDED HEALTH CARE BENEFIT

Benefits will be payable for Eligible Charges incurred by you and your Dependents. The benefits paid will be limited by the Deductible and Co-Insurance Amounts and the Maximum Amounts shown in the SCHEDULE.

### **Eligible Charges**

Benefits will only be payable for charges: that are not provided under the Provincial Hospital Act or the Provincial Medicare Act of the province you (or your Dependent) live in; and that such Acts allow coverage.

Benefits will be payable for reasonable and customary charges for the services and supplies listed below if they are: needed as result of accidental injury or sickness; medically necessary; given or ordered by physician, and incurred in Canada.

1. Charges made by a hospital, other than for professional fees, except that the charges for daily room and board will be limited to the difference between the provincial hospital allowance and the hospital's average daily charge for semi-private accommodations, or private accommodations **if** recommended by the attending physician.

## EXTENDED HEALTH CARE BENEFIT

### Eligible Charges (Continued)

2. Charges made by a convalescent home, other than for professional fees, if confinement:

- is certified as necessary by a physician;
- occurs within 48 hours after a hospital stay of at least 5 consecutive days; and
- is for the same cause as the hospital stay.

The room and board charge and other necessary services and supplies will be limited to:

- the difference between the amount provided under the provincial hospital act and the convalescent home's average daily charge for semi-private accommodations; and
- a maximum benefit payment period of 180 days.

**A** new 180 day maximum will apply if the covered individual is **again** confined as described above and:

- a) after 14 consecutive days have passed during which the individual was not confined in a hospital or convalescent home; or
- b) for a cause unrelated to the prior one.

**A** convalescent home must meet certain requirements (described in the Plan Document) before benefits are payable. Before confinement, you can consult us to find out whether or not bills for confinement in that home will be payable under this plan.

3. Charges for out-patient services made by a hospital.

## EXTENDED HEALTH CARE BENEFIT

### Eligible Charges (Continued)

4. Charges made by a local professional ambulance service licensed as such where licensing laws exist, scheduled airline, railroad, ship, boat or air ambulance service, for transporting the covered individual for necessary emergency care to the nearest hospital qualified to render such care.
5. Charges incurred for a registered nurse (R.N.), a licensed practical nurse (L.P.N.) or a registered nursing assistant (R.N.A.) for nursing care excluding charges for private duty nursing rendered:
  - in a hospital;
  - by a nurse who is related to, or lives in the home of the covered individual; or
  - which does not require the specific skills of a registered nurse, licensed practical nurse or a registered nursing assistant;

subject to a calendar year maximum of \$5,000.00 and a lifetime maximum of \$25,000.00.

6. PARAMEDICAL COVERAGE	Maximum Amount Per Calendar Year
- Speech Therapist*	\$300.00
- Chiropractor	\$300.00
- Massage Therapist*	\$300.00
- Clinical Psychologist	\$300.00
- Osteopath	\$300.00
- Podiatrist	\$300.00
- Naturopath	\$300.00
- Physiotherapist	\$500.00

\*Care or service must be certified as necessary by attending physician.

## EXTENDED HEALTH CARE BENEFIT

### Eligible Charges (Continued)

7. Charges by any person for supplying:
  - a) artificial limbs and eyes, casts, splints, trusses, braces, crutches and surgical supplies if the covered individual was covered under this benefit when the sickness or injury occurred;
  - b) oxygen and the rental of the equipment for its use;
  - c) the rental of, or at our option, the purchase of, when certified as necessary by a physician:
    - an iron lung;
    - a hospital bed;
    - a wheel chair or similar mechanical equipment;
  - d) blood, blood plasma or other blood products when not replaced or donated;
  - e) custom-built orthopaedic shoes, limited to one pair per calendar year, if you were covered for this benefit when the sickness or injury occurred.

Effective: November 1, 2001

## EXTENDED HEALTH CARE BENEFIT

### Eligible Charges (Continued)

8. Charges incurred for:
- a) the cost or fitting of a hearing-aid, including repairs, (other than charges for routine maintenance) limited to a maximum amount of \$400.00 per 5 year period;
  - b) the cost of an intrauterine device (IUD);
  - c) physiotherapy incurred by a legally qualified physiotherapist, other than one who is related to you and/or who lives in your home to a maximum of \$500.00 with the following exception:
    - the limit will be extended when an Employee is determined by Canada Life, in consultation with the Occupational Health Nurse and the Employee's physician, to require more physiotherapy to return to work or to continue to work;
  - d) dental care or services provided by a dentist for:
    - i. the repair or replacement of sound, vital, natural teeth; and
    - ii. the setting of a fractured or dislocated jaw;

when required as a result of a direct accidental blow to the mouth, (and not as a result of an object placed in the mouth), and occurring while the person is covered under this benefit.

### Ineligible Charges

No amount will be payable for charges:

- 1. which are excluded under GENERAL PROVISIONS General Limitations;
- 2. which result from disabilities arising out of or in the course of any employment;
- 3. for eye refractions, or for the cost of fitting of eye-glasses, unless otherwise specifically covered as Eligible Charges;
- 4. for the cost or fitting of a contraceptive device, other than an IUD;

## EXTENDED HEALTH CARE BENEFIT

### Ineligible Charges (Continued)

5. for dental care or services, other than hospital charges and certain charges for treatment needed as a result of an accidental injury;
6. for personal comfort items;
7. for myoelectric and electric prosthesis;
8. intentionally self-inflicted sickness or bodily injury; or
9. for cosmetic medical or surgical care, unless rendered as a result of reconstructive cosmetic surgery and you submit satisfactory proof that such care is necessary to restore tissue damaged by disease or accidental bodily injury.

### Alternate Benefit Provision

Where multiple choices are available, benefit payments will be based on the least expensive choice which, in the opinion of the Plan Administrator is consistent with good medical care.

### Extension of Coverage

If, on the date your coverage terminates, you are totally disabled as defined in the Plan Document, your coverage will be extended for up to 12 months. If, on the date your coverage terminates, you are partially disabled as defined in the Plan Document, your coverage will be extended for up to 3 months. This extension applies to you and your covered dependents.

You are not eligible for an extension if your coverage terminates because:

- your benefit is cancelled;
- your employer's coverage is cancelled; or
- your class is cancelled.

During the extension, benefits will be payable only for charges resulting from the disability which entitled you to the extension,

The extension stops when the disability stops.



## VISION BENEFIT

Benefits will be payable for Eligible Charges incurred while covered under this benefit.

### Maximum Amount

- |                                      |          |
|--------------------------------------|----------|
| - November 1, 2001 to April 30, 2002 | \$260.00 |
| - May 1, 2002 to April 30, 2003      | \$270.00 |
| - May 1, 2003 to April 30, 2004      | \$280.00 |
| - May 1, 2004 to April 30, 2005      | \$290.00 |
| - May 1, 2005 to April 30, 2006      | \$300.00 |
- per 24 month period for an adult age 18 and over
  - per 12 month period for a child under age 18

### Termination

Coverage terminates on the date your employment terminates.

### Eligible Charges

Eligible Charges are charges incurred for necessary visual services and supplies when recommended by a duly qualified optometrist or ophthalmologist.

## VISION BENEFIT

### Ineligible Charges

No amount shall be payable for charges incurred:

1. which are excluded under GENERAL PROVISIONS General Limitations;
2. which result from disabilities arising out of or in the course of any employment;
3. for sunglasses, whether plain or prescription; or for any tinted glasses with a tint other than No. 1 or No. 2;
4. in connection with special procedures such as orthoptics or visual training, or in connection with medical or surgical treatment of the eye; or
5. intentionally self-inflicted sickness or bodily injury.
6. for **more** than:
  - one complete visual exam including refraction, during any 12-month period;
  - 2 lenses during any 12 month period;
  - or one set of frames during any 24 month period (12 if under age 18).

### Alternate Benefit Provision

Where multiple choices are available, benefit payments will be based on the least expensive choice which in the opinion of the Plan Administrator is consistent with good care.

## DENTAL EXPENSE BENEFIT

### SCHEDULE

#### Maximum Amount

- |                                       |            |
|---------------------------------------|------------|
| - Preventive and Restorative Services | Unlimited  |
| - Major Restorative Services          | \$1,500.00 |

**Deductible Amount** Nil

This is the amount of Eligible Charges you must pay before any benefits are payable.

#### Co-insurance Amount

- |                                       |     |
|---------------------------------------|-----|
| - Preventive and Restorative Services | Nil |
| - Major Restorative Services          | 50% |

This is the percentage amount of Eligible Charges that you pay after you have paid the Deductible Amount.

#### Termination

Coverage terminates on the date your employment terminates or your attainment of age 65, if earlier.

## DENTAL EXPENSE BENEFIT

Benefits will be payable for Eligible Charges incurred while covered under this benefit in accordance with the current year's General Practitioner's Fee Guide in effect in your province of residence.

### Eligible Charges

Eligible Charges are charges made by a dentist or dental hygienist for necessary dental care administered by or ordered by a dentist, as follows.

### Preventive Services

1. Oral examinations, including scaling and cleaning of teeth, limited to one examination in any 6 month period.
2. Dental x-rays, however:
  - bitewing x-rays are limited to one set in any 6 month period;
  - full mouth x-rays are limited to one set in any 24 month period.
3. Application of fluoride and other anticariogenic substances, limited to one application in any 6 month period.

### Restorative Services

1. Initial provision of amalgam, silicate, acrylic, or composite restorations.
2. Replacement of amalgam, silicate, acrylic or composite restorations; provided that, unless an additional tooth surface is involved, a continuous period of at least 12 consecutive months has elapsed since the date on which the restoration was provided or last replaced.
3. Extractions.
4. Treatment of periodontal and other diseases of the gums and tissues of the mouth.
5. Application of pit and fissure adhesive, limited to one application in any 24 month period in the same tooth.

## DENTAL EXPENSE BENEFIT

### Restorative Services (Continued)

6. Initial provision and installation of space maintainers.
7. Drugs and medicines which require the written prescription of a dentist and are dispensed by a licensed pharmacist.
8. Oral surgery of a dental origin.
9. Endodontic treatment.
10. Repair of dentures.
11. Relining or adjustments to dentures, if a 6 month period has elapsed since the last date on which the dentures were provided.

### Major Restorative Services

1. Stainless steel crowns for children under age 18.
2. initial provision of crowns (other than stainless steel), gold inlays or onlays, if the tooth **is** broken down by decay or traumatic injury so that the tooth cannot be restored with an amalgam, silicate, acrylic or composite restoration.
3. Replacement of crowns (other than stainless steel), if a 12 month period **has** elapsed since the last date on which the crown was provided.
4. Replacement of gold inlays or onlays if the tooth is further broken down by decay or traumatic injury and cannot be restored with an amalgam, silicate, acrylic or composite restoration, and unless an additional tooth surface is involved, a 12-month period has elapsed since the last date on which the inlay or onlay was provided.
5. initial installation of **full** dentures, partial dentures or fixed bridgework if required to replace natural tooth/teeth extracted after the effective date of your coverage.
6. Addition of teeth to existing dentures or fixed bridgework, if required to replace the natural teeth/tooth extracted after the effective date of your coverage under this benefit.

## **DENTAL EXPENSE BENEFIT**

### **Major Restorative Services (Continued)**

7. Replacement of an existing full denture with a new full denture, an existing partial denture with a new partial denture, or an existing fixed bridgework with a new fixed bridgework, if the existing denture or fixed bridgework was installed 5 years prior to its replacement and cannot be made seviceable, or if the replacement is required to replace natural tooth/teeth extracted after the effective date of your coverage.

### **Specific Exclusions for Major Restorative Services**

No amount shall be payable for charges for:

- a. facings on pontics or crowns posterior to the second bicuspid; or
- b. replacement of dentures which are mislaid, lost, or stolen; or
- c. any crown, bridge, or denture ordered prior to the effective date of your coverage.

### **Pre-treatment Estimate of Benefits Payable for Major Restorative Charges**

You may obtain a written estimate from Canada Life of the maximum amount of charges for which payment will be made for any proposed course of dental care by submitting, prior to the commencement of treatment, written notice from the dentist outlining such course, including itemized charges and x-rays.

## DENTAL EXPENSE BENEFIT

### Ineligible Charges

No amount will be payable for:

1. Charges which are excluded under GENERAL PROVISIONS General Limitations.
2. Charges incurred as the result of any dental disease, defect or injury arising out of or in the course of any employment,
3. Charges for full mouth x-rays for any individual who has not attained at least twelve years of age when the charges are incurred.
4. Charges for education or training in, and supplies used for dietary or nutritional counselling, personal oral hygiene, or dental plaque control.
5. Charges for procedures, appliances and restorations used to increase vertical dimension or to restore occlusion.
6. Charges for dental treatment which is not approved by the Canadian Dental Association or which is clearly experimental in nature.
7. Charges for or in connection with orthodontic treatments, including correction of malocclusion.
8. Charges for a dental procedure which requires two or more appointments and which commenced prior to the effective date of an individual's coverage under this benefit.
9. Charge for dental care which is cosmetic, except charges which are incurred as a result of an accidental bodily injury sustained while the individual is covered under this benefit and within the 180 day period immediately following the date the injury is sustained.
10. Charges in excess of the specific limitations and maximum amounts described under **Eligible Charges**.

## **DENTAL EXPENSE BENEFIT**

### **Ineligible Charges** (Continued)

11. Charges for which the covered individual obtains or is entitled to obtain benefits under another benefit of this plan or under any other group insurance plan providing medical benefits.
12. Charges for procedures and appliances in connection with implants.
13. Charges for anaesthesia, unless provided by a qualified Dentist.

### **Cost Pre-Determination**

**As** a service to you, the Plan Administrator will review in advance any proposed course of treatment to determine the charges that will be covered by this plan.

### **Alternate Benefit Provision**

Where multiple choices are available, benefits will be based the least expensive choice which in the opinion of the Plan Administrator is consistent with good dental care.

### **Right to Require Dental Examination**

The Plan Administrator shall have the right to have a Covered Individual undergo a dental exam, at this plan's expense, by an independent Dentist of the Plan Administrator's choice.

### **Extension of Coverage**

If coverage under the DENTAL EXPENSE BENEFIT terminates, any eligible procedure begun prior to the termination date must be completed within 31 days after the termination date in order for the charge to be payable.



## GENERAL PROVISIONS

### General Limitations

No amount will be payable for care, services or supplies rendered or supplied to a covered individual:

1. in connection with general health examinations;
2. for which he obtains or is entitled to obtain benefits under any government plan;
3. for which he is entitled to obtain benefits without charge;
4. **as** a result of insurrection or war, whether or not war be declared, any act incident to such insurrection or war, or participation in any riot;
5. in connection with a change in gender;
6. for any experimental medical treatment;
7. for drugs or medicines which are:
  - not approved by Health and Welfare Canada (Food and Drugs); or
  - experimental in use or limited in use (even if approved by Health and Welfare Canada);
8. which are not broadly accepted by the medical profession as effective, appropriate and essential in the diagnosis or treatment of a sickness or accidental bodily injury;
9. which are **not** based on generally recognized and accepted standards of health care; or
10. as described in the Group Policy.

## **GENERAL PROVISIONS**

### **Claims**

When you wish to submit a claim, obtain the appropriate forms from your Employer or Plan Administrator, and when completed, return them to your Employer together with any original itemized bills. Claims should be submitted no later than 3 months following the date on which the claim is incurred and no more frequently than once per month.

On all claims forms please include your certificate number, Plan Administration Number and Group Policy Number.

### **Co-Ordination Of Benefits (Health)**

Benefit payments will be co-ordinated with any other plan or arrangement so that the total amount received from all sources will not be greater than the actual expense incurred.

### **Proof of Loss**

Written proof of loss for a claim must be received within 90 days following the date of loss, or within 90 days following the end of the first weekly period for which Canada Life is liable for benefits for loss of time due to disability.

## SPECIAL INFORMATION

### Employee Eligibility

To be eligible, you must work for your Employer at your Employer's place of business on a permanent, active basis for a minimum of 30 hours per week.

A new employee will become eligible after 12 months of employment for the Long Term Disability Income benefit, 3 months of employment for all other benefits.

### Deferred Employee Eligibility

If you are absent from work on the date your coverage or any increase in your coverage **would** otherwise begin, such coverage shall not become effective until you return to active employment.

This provision shall not apply if you are absent from work because you are on a paid vacation or legal holiday.

### Dependent Coverage

You must notify the Employer and Canada Life of any Dependent within 31 days of **the** date the Dependent first became eligible for Dependent coverage. Otherwise, satisfactory health evidence for such Dependent will be required.

If any Dependents are confined in a hospital on the date their coverage or any increase thereof takes effect such coverage will not become effective until the date **they** cease to be so confined except for a new-born child, **who** is covered from birth.

## SPECIAL INFORMATION

### Termination Of Coverage

Your coverage will terminate on the earliest of:

1. the date Shown under Termination for each benefit;
2. the date any contributions required of the employee or Employer cease;
3. with respect to benefits insured by Canada Life, the date the Group Policy or your coverage under the Group Policy, is cancelled;
4. with respect to benefits not insured but administered by Canada Life, the date the ASO agreement between Canada Life and the Employer terminates, or the date your coverage under the Plan Document terminates.

Your Dependent coverage will terminate on the earliest of:

- the date your coverage terminates or the date you cease to qualify for Dependent coverage;
- the date your eligible Dependents cease to qualify for coverage;
- the end of the period for which contributions required of the employee or the Employer have been paid for your Dependent coverage; or
- with respect to benefits insured by Canada Life, the date Dependent coverage under the Group Policy cancels;
- with respect to benefits not insured by Canada Life but administered by Canada Life, the date Dependent coverage under the Plan Document terminates.

However, the attainment of the limiting age shall not terminate the health coverage of a Dependent child who is incapable of self-support as a result of mental or physical handicap and who is dependent upon you for support and maintenance, provided you submit proof satisfactory to Canada Life (with respect to benefits insured by Canada Life), and to the Employer (with respect to benefits not insured by Canada Life but administered by Canada Life) of the incapacity of such child within 31 days of his/her attainment of the limiting age and as required thereafter.

## SPECIAL INFORMATION

### Definitions

**Common-law Spouse** means a person with whom you have been living for at **least** 12 months. Such living arrangement must be recognized as a conjugal relationship in the community where you reside.

**Dependent** means your legal spouse or Common-law Spouse, and financially dependent unmarried children under age 21, or age 25 **if** attending a recognized college or university on a full-time basis, excluding any person who resides outside Canada or who is a member of the armed forces.

**Family Member** means a legal or Common-law spouse, Dependent child, parent, step-parent, in-law, brother, sister, step-sister or step-brother.

**Plan Administrator** means the company (in this case, Canada Life) with whom the Employer **has** a contract to administer, on its behalf, benefits which are not insured. See IMPORTANT INFORMATION.

**BASIC ACCIDENTAL DEATH  
AND DISMEMBERMENT INSURANCE**

**UNDERWRITTEN BY:  
THE CITADEL GENERAL ASSURANCE COMPANY  
HALIFAX, NOVA SCOTIA**

**ELIGIBILITY**

All active employees of the Employer who are under age seventy and who participate in the Basic Group Life Insurance Program.

**COVERAGE**

Any accident resulting in Death, Dismemberment, Paralysis, Loss of use of limbs, Loss of sight, speech or hearing – anywhere in the world – 24 hours a day – on or off the job.

**AMOUNT OF PRINCIPAL SUM**

Your amount of Principal Sum (Insurance) is an amount equal to your **Basic** Group Life Insurance.

**HOW MAY I ENROLL**

You are automatically Insured under the Basic Accident Insurance Program once you become insured under the Basic Group Life Insurance. Your coverage will be effective on the same date as your Basic Group Life Insurance.

**THE CITADEL GENERAL ASSURANCE COMPANY  
BASIC ACCIDENTAL DEATH  
AND DISMEMBERMENT INSURANCE**

**BENEFICIARY**

Your Loss of Life benefit shall be payable to the beneficiary or beneficiaries designated under your Basic Group Life Insurance Program, or if there is no such beneficiary designation the benefit shall be payable to your Estate.

With the Exception of "Occupational Training", "Education", "Day-care" and "Identification" Benefits all other indemnities payable shall be payable to you.

**DEFINITIONS**

"Policy". means the Group Policy #9223670 which is on file with the Employer.

"Injury". means bodily Injury caused by an Accident occurring while your coverage is in force under the Policy, and resulting directly and independently of **all** other causes in Loss covered by the Policy, 24 hours a day, anywhere in the world.

"Employer", means Scotia Group Of Companies.

"Insured Person", means an Employee insured under the Policy.

"Insurer" means The Citadel General Assurance Company.

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

**THE CITADEL GENERAL ASSURANCE COMPANY  
BASIC ACCIDENTAL DEATH  
AND DISMEMBERMENT INSURANCE**

**DEFINITIONS**(Continued)

"Spouse" means an individual under the age of 65;

- (a) to whom you are legally married,
- (b) with whom you have continuously cohabited and who has been publicly represented as your spouse **for a** minimum of one (1) year immediately before a Loss **is** incurred under the Program and whose name is on record with your Employer.

Only one (1) individual will qualify as a spouse.

If you are legally married but also cohabiting with **an** individual as described under section (b) above, **the** Spouse will be the individual to whom you are legally married.



THE CITADEL GENERAL ASSURANCE COMPANY  
BASIC ACCIDENTAL DEATH  
AND DISMEMBERMENT INSURANCE

BENEFITS

**SCHEDULE OF LOSSES**

If Injury results in any of the following Losses within three hundred and sixty-five (365) days after the date of the Accident, benefits will be paid according to the following Schedule of Losses.

For Loss of

Life .....	The Principal Sum
Speech and Hearing in Both Ears .....	The Principal Sum
The Entire Sight of Both Eyes .....	The Principal Sum
Speech .....	The Principal Sum
Hearing in Both Ears.....	The Principal Sum
The Entire Sight of One Eye.....	The Principal Sum
Hearing in One Ear.....	One Half of the Principal Sum
All Toes of One Foot .....	One Quarter of the Principal Sum

For Loss or Loss of use of

Both Hands or Both Feet.....	The Principal Sum
One Hand and One Foot .....	The Principal Sum
One <b>Arm</b> or One Leg.....	The Principal Sum
One <b>Hand</b> or One Foot.....	The Principal Sum
Thumb and Index Finger or at Least Four Fingers of One Hand.....	One Third of the Principal Sum

**THE CITADEL GENERAL ASSURANCE COMPANY  
BASIC ACCIDENTAL DEATH  
AND DISMEMBERMENT INSURANCE**

**BENEFITS**

**SCHEDULE OF LOSSES** (Continued)

For Total Paralysis of

Both Upper and Lower Limbs (Quadriplegia).....	Two Times the Principal Sum
Both Lower Limbs (Paraplegia).....	Two Times the Principal <b>Sum</b>
Upper and Lower Limbs of One Side of Body (Hemiplegia).....	Two Times the Principal Sum

"Loss" as used above with reference to:

hand or foot: means the Complete Severance through or above the wrist or ankle joint, but below the elbow or knee joint;

arm or leg: means the Complete Severance through or above the elbow or **knee** joint;

thumb: means the Complete Severance of one entire phalanx of the thumb;

finger: means the Complete Severance of two entire phalanges of the finger;

toe: means the Complete Severance of one entire phalanx of the **big** toe and all phalanges of the other toes;

eye: **means** the Irrecoverable Loss of the entire sight thereof;

speech: means the Complete and Irrecoverable Loss of the ability to utter intelligible sounds;

hearing: means the Complete and Irrecoverable Loss of hearing;

**THE CITADEL GENERAL ASSURANCE COMPANY  
BASIC ACCIDENTAL DEATH  
AND DISMEMBERMENT INSURANCE**

**BENEFITS**

**SCHEDULE OF LOSSES** (Continued)

quadriplegia, paraplegia, and hemiplegia: means the Complete and Irreversible Paralysis of such Limbs;

loss of use: means the Total and Irrecoverable Loss of Use, provided the loss is continuous for 12 consecutive months and such Loss of Use is determined to be Permanent at the end of such period.

Indemnity provided under this section for all Losses sustained by **any one** (1) Insured Person as the result of any one (1) accident will not exceed the following:

- (a) with the exception of quadriplegia, paraplegia and hemiplegia, the **Principal Sum.**
- (b) with respect to quadriplegia, paraplegia and hemiplegia, Two Times the Principal Sum, or the Principal Sum if Loss of Life occurs within ninety (90) days after the date of the accident.

In no event will indemnity provided under this section exceed two (2) Times the Principal Sum for all Losses sustained by an Insured Person as the result of the same accident.

**THE CITADEL GENERAL ASSURANCE COMPANY  
BASIC ACCIDENTAL DEATH  
AND DISMEMBERMENT INSURANCE**

**BENEFITS**

**PERMANENT TOTAL DISABILITY**

The Principal Sum is payable to You in a lump sum, less any other amounts paid or payable under the "Schedule of Losses" section of the Policy as a result of the **same** accident, if, while gainfully employed, You become totally disabled and **the** following conditions are met:

- (a) The disability is the result of **an** Injury occurring prior to age 65.
- (b) The disability commences within 365 days of the accident.
- (c) The disability prevents You from engaging in each and every occupation or employment for compensation or profit for which You are or may become reasonably qualified by education, training or experience.
- (d) The disability has continued for a period of 12 consecutive months, remains total and is deemed to be permanent at the end of such period.

**REPATRIATION\***

If you sustain accidental loss of life for which an amount of Principal Sum becomes payable under this program, repatriation benefits up to \$10,000 will be paid for expenses incurred for the return home of your body (including preparation charges for transportation). The death **must** occur at least 50 kilometres from your residence.

**THE CITADEL GENERAL ASSURANCE COMPANY  
BASIC ACCIDENTAL DEATH  
AND DISMEMBERMENT INSURANCE**

**BENEFITS**

**REHABILITATION\***

If you sustain any Loss which becomes payable under the Program and such Loss requires you to participate in a rehabilitation program in order to qualify to engage in an occupation in which you would not have engaged except for such Loss, the Insurer will pay the reasonable and necessary expenses actually incurred within 3 years from the date of the Accident to a maximum of \$10,000. No payment will be made for room, board or other ordinary living, travelling or clothing expenses.

**OCCUPATIONAL TRAINING\***

If you sustain Accidental Loss of Life which becomes payable under the Program, this benefit will refund expenses incurred for your Spouse to engage in a formal occupational training program in order to upgrade his/her employment qualifications, to a maximum of \$10,000, within 3 years from the date of the Accident. No payment will be made for room, board or other ordinary living, travelling or clothing expenses.

**FAMILY TRANSPORTATION\***

If any specific loss covered under the "Schedule of Losses" confines you to a hospital or if any other injury confines you to a hospital for 4 days and such hospital is located at least 150 kilometers from your residence, this benefit will refund expenses incurred by a member of your immediate family for hotel accommodation and transportation (via the most direct route) to your bedside, to a maximum of \$1,000. Private transportation expenses are limited to \$0.20 per kilometer travelled.

Payment is not made for board or other ordinary living, travelling or clothing expenses.

**THE CITADEL GENERAL ASSURANCE COMPANY  
BASIC ACCIDENTAL DEATH  
AND DISMEMBERMENT INSURANCE**

**BENEFITS**

**IDENTIFICATION\***

If you sustain accidental Loss of Life, and the police requires the identification of the body by a Member of the Immediate Family, and indemnity for Loss of Life subsequently becomes payable under the Policy, we will refund expenses incurred by such family member for:

- (a) accommodation and board (up to a maximum of 3 consecutive nights) while en route and/or during the stay in the city or town where the body is located, and
- (b) transportation via the most direct route to this location,

provided this location is not less than 150 km from the family member's usual residence.

Private transportation expenses are limited to \$0.20 per km travelled and the total maximum refundable for all expenses is limited to \$5,000.

**HOME ALTERATION AND VEHICLE MODIFICATION\***

If you sustain the Loss of or Loss of Use of Both Feet or Legs or become Quadriplegic, Paraplegic or Hemiplegic, for which indemnity is payable under the Policy, and subsequently require the use of a Wheelchair to be Ambulatory, we will pay the reasonable and necessary expenses actually incurred within 3 years of the date of the Accident causing such Loss **for:**

- (a) the cost of Alterations to your Principal Residence to make it wheelchair accessible, and/or
- (b) the cost of Modifications to 1 Motor Vehicle utilized by you to make it wheelchair accessible when such modifications are approved by licensing authorities where required.

**THE CITADEL GENERAL ASSURANCE COMPANY  
BASIC ACCIDENTAL DEATH  
AND DISMEMBERMENT INSURANCE**

**BENEFITS**

**HOME ALTERATION AND VEHICLE MODIFICATION\***

Payment by the Insurer for the total of all expenses incurred by or for any Insured Person will not exceed \$10,000 as the result of any one Accident.

**NOTE: BENEFITS MARKED WITH AN ASTERISK (\*) ARE ONLY PAYABLE UNDER ONE OF THE POLICIES ISSUED TO YOUR EMPLOYER BY THE CITADEL.**

**THE CITADEL GENERAL ASSURANCE COMPANY  
BASIC ACCIDENTAL DEATH  
AND DISMEMBERMENT INSURANCE**

**BENEFITS**

**EDUCATION**

If you sustain Accidental Loss of Life which becomes payable under the Program, up to 5% of your Principal Sum (maximum \$5,000 which maximum is in combination with the Education Benefit maximum provided under any other policy issued to your Employer by the Insurer) will be payable for each qualifying Dependent Child for "post-secondary education" expenses provided the Child (i) is already enrolled full-time in an institution of higher learning or (ii) is at a secondary school level but will enroll, as a full-time student in a post-secondary education program within 365 days of your death.

This is payable annually for each year for up to 4 consecutive years. No payment will be made for expenses incurred prior to your Death nor will payment be made for room, board or other ordinary living, travelling or clothing expenses.

If your Dependent Child satisfies the above requirements, any benefits payable will be paid to such Child. If none of your Dependent Children satisfy the above requirements or the requirements as shown under "Day-care Benefit", an **amount** equal to five percent (5%) of your Principal Sum or two thousand and five hundred dollars (\$2,500), whichever is less, will be paid to your beneficiary. This amount will only be paid under one (1) of the Policies issued to your Employer by the Insurer.

"Post-secondary education" includes any university, college, CEGEP or trade school.

"Dependent Children" mean persons that are either legitimate or illegitimate children, adopted children, step-children or children who are in a parent-child relationship with you. The children are unmarried, under twenty-five (25) years of age and dependent upon you for maintenance and support.



**THE CITADEL GENERAL ASSURANCE COMPANY  
BASIC ACCIDENTAL DEATH  
AND DISMEMBERMENT INSURANCE**

**BENEFITS**

**DAY-CARE**

If you sustain Accidental Loss of Life which becomes payable under the Program, up to 5% of your Principal Sum (Maximum \$5,000 which maximum is in combination with the Day-care Benefit maximum provided under any other policy issued to your Employer by the Insurer) will be payable for each qualifying Dependent Child for Day-care expenses provided the Child (i) is enrolled in a legally licensed Day-care Centre on the date of the accident, or (ii) enrolls in a legally licensed Day-care Centre within 365 days after the date of your Death and (iii) is under 13 years of age.

This is payable annually for each year for up to 4 consecutive years. No payment will be made for expenses incurred prior to your Death nor will payment be made for room, board or other ordinary living, travelling or clothing expenses.

If a Dependent Child does satisfy the requirements indicated above, the Day-Care Benefit will be payable to the surviving Spouse if the Spouse has custody of the Child. If there is no surviving Spouse or the Child does not reside with the Spouse, benefits will then be paid to the child's legally appointed Guardian.

If none of your Dependent Children satisfy the above requirements or the requirements as shown under "Education Benefit", we will pay an amount equal to five percent (5%) of your Principal Sum or two thousand and five hundred dollars (\$2,500), whichever is less, to your beneficiary. This amount will only be paid under one (1) of the policies issued to your Employer by the Insurer.

"Dependent Children" mean persons that are either legitimate or illegitimate children, adopted children, step-children or children who are in a parent-child relationship with you. The children are under thirteen (13) years of age and dependent upon you for maintenance and support.

**THE CITADEL GENERAL ASSURANCE COMPANY  
BASIC ACCIDENTAL DEATH  
AND DISMEMBERMENT INSURANCE**

**BENEFITS**

**HOSPITAL INDEMNITY**

A daily benefit of 1/30 of 1% of your Principal Sum, to a maximum of \$2,500 per month, which maximum is in combination with the Hospital Indemnity Benefit maximum provided under any other policy issued to your Employer by the Insurer, will be payable to you when you are in Hospital and under the care of a Physician, but only if the period of Hospitalization is uninterrupted, results from an Injury and begins while insurance under the Policy is in force.

Such daily benefit will be paid from the first day of Hospitalization if Hospitalized:

- a) due to a Loss payable under the "Schedule of Losses", or
- b) due to an Injury which requires Hospitalization for at least 4 consecutive days;

but in no event for more than 365 days per Accident.

**COSMETIC DISFIGUREMENT**

If you suffer cosmetic disfigurement due to a burn, the Insurer will pay the Cosmetic Disfigurement Benefit provided that such burn is classified as a third degree burn.

The amount of benefit payable under this section is based on the percentage of the Principal Sum, as shown in the Cosmetic Burn Schedule below, which is determined by the Area Classification factor times the percentage of body surface actually burned.

Maximum allowable percentage for body surface burned, as shown in the following Cosmetic Burn Schedule, is based on 100% of the specific body part being burned. The attending Physician will determine the actual percentage applicable to each burn.

If you suffer burns to more than one (1) body part as a result of any one accident, benefits payable for all such burns will not exceed 100% of the Principal Sum.

**THE CITADEL GENERAL ASSURANCE COMPANY  
BASIC ACCIDENTAL DEATH  
AND DISMEMBERMENT INSURANCE**

**BENEFITS**

**COSMETIC BURN SCHEDULE**

<b>Body Part</b>	<b>Area Classification Factor</b>	<b>Maximum Allowable % for Body Surface Burned</b>	<b>Maximum of Principal Sum Payable</b>
Face, Neck, Head	11	9.0%	99.0%
Hand & Forearm (Right)	5	4.5%	22.5%
Hand & Forearm (Left)	5	4.5%	22.5%
Upper Arm (Right)	3	4.5%	13.5%
Upper Arm (Left)	3	4.5%	13.5%
Torso (Front)	2	18.0%	36.0%
Torso (Back)	2	18.0%	36.0%
Thigh (Right)	1	9.0%	9.0%
Thigh (Left)	1	9.0%	9.0%
Lower Leg - below knee (Right)	3	9.0%	27.0%
Lower Leg - below knee (Left)	3	9.0%	27.0%

In the event benefits are payable under this section and the sections entitled "Schedule of Losses" and "Permanent Total Disability", the total benefits payable **will** not exceed 100% of the Principal Sum (or 200% for Paralysis).

**SEAT BELT**

If, at the time of the Accident, you or your Insured Dependent(s) were wearing a properly fastened seat belt and driving or riding in a "vehicle" driven by a driver who was neither "intoxicated" nor "under the influence of drugs" (unless taken as prescribed by a physician), and a Loss becomes payable under the "Schedule of Losses", the applicable amount of Principal Sum will be increased by 10% for those wearing a seat belt, subject to a maximum of twenty-five thousand dollars (\$25,000), which maximum is in combination with the Seat Belt Benefit maximum provided under any other policy issued to your Employer by the Insurer.

**THE CITADEL GENERAL ASSURANCE COMPANY  
BASIC: ACCIDENTAL DEATH  
AND DISMEMBERMENT INSURANCE**

**BENEFITS**

**SEAT BELT** (Continued)

"Intoxicated and being under the influence of drugs" is as defined by the jurisdiction in which the Accident occurs.

"Vehicle" means a passenger car, station wagon, van, jeep-type automobile, truck, ambulance or any type of motorized vehicle used by municipal, provincial or federal police forces.

**WAIVER OF PREMIUM**

If, due to disability your Basic Group Life premiums are waived, your premiums under this Program will automatically be waived until the earlier of your attainment of age 65, termination of the Master Policy or termination of disability.

Your amount of Insurance cannot be increased while on Waiver.

**EXPOSURE AND DISAPPEARANCE**

if, by reason of an Accident covered by this Program, you are unavoidably exposed to the elements and such Exposure results in a covered Loss, such Loss will be covered.

If you are not found within one year of the disappearance, sinking or wrecking of a conveyance in which you were riding at the time of the Accident, it will be presumed you have suffered Loss of Life resulting from bodily **Injury** caused by **an** Accident.

**THE CITADEL GENERAL ASSURANCE COMPANY  
BASIC ACCIDENTAL DEATH  
AND DISMEMBERMENT INSURANCE**

**BENEFITS**

**AIRCRAFT COVERAGE**

You are covered while riding as a passenger, but not as a pilot, operator or member of the crew, in any aircraft provided the aircraft has a current and valid certificate of airworthiness and is flown by a licensed pilot, except any aircraft that is owned, operated or leased by or on behalf of your Employer. **You** are also covered when boarding or alighting from or struck by any aircraft.

**CONTINUATION OF COVERAGE**

If, under your Basic Group Life Insurance Program, your life insurance is continued during any approved leave of absence, temporary lay-off, maternity leave, or disability leave, coverage under this program will also be continued, provided payment of premium is continued. The coverage which is continued under this clause will be subject **to** the terms and provisions of the Master Policy in effect as of the date of commencement of the leave, including any provision for reductions in amount of insurance. The amount of insurance cannot be increased during a continuation period.

**THE CITADEL GENERAL ASSURANCE COMPANY  
BASIC ACCIDENTAL DEATH  
AND DISMEMBERMENT INSURANCE**

**BENEFITS**

**WHEN DOES INSURANCE COVERAGE STOP**

Your insurance coverage will stop on the earliest of the following dates:

- (a) on the date the Policy is terminated.
- (b) on the premium due date if your Employer fails to pay your premiums to The Insurer, except as the result of an inadvertent error.
- (c) on the date you reach seventy (70) years of age;
- (d) on the date you cease to be an Eligible Employee, except as provided under the Waiver of Premium.

If your insurance should stop, you can still file a claim under the Policy for Losses arising from an accident which occurred prior to the termination date.

**EXCLUSIONS**

The Program does not cover any loss, fatal or non-fatal, caused or contributed to by:

- (a) intentionally Self-inflicted injury while sane or self-inflicted injury while insane;
- (b) declared or undeclared war or any act thereof;
- (c) active full-time service in the armed forces of any country;
- (d) riding as a passenger or otherwise in any vehicle or device for aerial navigation, other than as provided in the section entitled "Aircraft Coverage".

**THE CITADEL GENERAL ASSURANCE COMPANY  
BASIC ACCIDENTAL DEATH  
AND DISMEMBERMENT INSURANCE**

**BENEFITS**

**IN THE EVENT OF A CLAIM**

You or your beneficiary must notify your Employer.

In the case of claim, Written Notice of Injury must be given to The Citadel within 30 days after the date of the Accident and Written Proof of Loss must be furnished to them **within** 90 days after the date of such Loss. Failure to furnish such Notice or **Proof** within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such Notice or Proof and **that** such Notice or Proof was furnished as soon as **was** reasonably possible, but in **no** event later than 1 year after the date of the Accident.

This booklet is your outline of the coverage held under the Basic Program of **Accidental** Death and Dismemberment Insurance and **should** be retained for reference. The group master Policy #9223670 sets forth in detail the terms and conditions of the Program and all rights and obligations are determined in accordance with the Master Policy, not this Booklet. For exact provisions of coverage, please contact your Human Resources Department.

**VOLUNTARY PERSONAL ACCIDENT (VPA) INSURANCE  
PROGRAM**

**UNDERWRITTEN BY:  
THE CITADEL GENERAL ASSURANCE COMPANY  
HALIFAX, NOVA SCOTIA**

You can purchase voluntary accident insurance for yourself (in addition to the amount you have under the Basic Accidental and Dismemberment benefit) and your dependents, if you desire.

No medical evidence of insurability is required.

Two options are available:

(a) Employee Only Plan

You may elect an amount of insurance from a minimum of \$10,000 to a maximum of \$300,000 (in units of 10,000).

(b) Employee & Family Plan

You may elect an amount of insurance from a minimum of \$10,000 to a maximum of \$300,000 (in units of 10,000) and your family will automatically be insured for the following:

**Spouse**

60% of the benefit you select for yourself if you don't have dependent children; or  
50% of the benefit you select for yourself if you have dependent children.

**Each Child**

10% of your benefit if you have a spouse; or  
20% of your benefit if you don't have a spouse.

A separate booklet on VPA is available with a tear-off Application Form at the end. Please contact your Human Resources Department for a copy.



**ClaimSecure**  
**PRESCRIPTION DRUG PLAN**  
**PLAN AG - GENERIC**

**SCHEDULE OF BENEFITS**

Lifetime Maximum Amount	Unlimited
Deductible Amount	Nil
Co-Insurance Amount	

- 10% co-insurance per prescription when you use the ClaimSecure card.
- Nil co-insurance if prescription is paid and receipt Submitted to ClaimiSecure for reimbursement by ClaimSecure.

**TERMINATION**

Your coverage under this benefit ceases on the date your employment terminates, except if you retire after having both attained age 60 and completed 30 years of employment, or retire between May 1, 2001 and April 30, 2007 after having both attained age 58 and completed 30 years of Employment. In the latter cases, coverage will continue until age 65.

**GENERAL INFORMATION**

Your drug program is administered by ClaimiSecure., 43 Elm Street, Suite 200, Sudbury, Ontario, T3C 1S4. For your convenience, if you have any questions regarding your drug coverage, don't hesitate to call their toll-free call centre at 1-800-513-4464 between 8:00 a.m. and 5:00 p.m. EST Monday to Friday.

The drugs covered under your ClaimiSecure Program **must** by law require a prescription and be dispensed by a licensed pharmacist. Your Plan AG is a Generic Program which enables you to obtain prescription drugs of quality at a reasonable cost. Generic drugs contain the same ingredients as a brand name drug and must meet government standards for quality (including effectiveness, potency, purity **and** safety), the same as the more commonly **known** brand named drugs. If there is no generic for a specific drug, your plan will allow payment for the brand name.

Smoking cessation drugs are limited to a lifetime maximum **of** a 3-month supply. Fertility drugs are limited to a lifetime maximum of a 6-month supply.

You may choose to pay cash for your prescription drugs (no co-insurance) and submit a paper claim to ClaimSecure for payment or use your drug card (10% co-insurance).

**ClaimSecure**  
**PRESCRIPTION DRUG PLAN**  
**PLAN AG - GENERIC**

The ClaimiSecure card is recognized by all pharmacies across Canada. To fill a prescription at the pharmacy when using your ClaimiSecure card, simply present your card, along with the prescription provided by your doctor or dentist, pay the required co-insurance per prescription. That's all there is to it.....no claim forms to complete, no large out-of- pocket expense.

if there is any question regarding your coverage, the pharmacist can call a toll-free number directly to ClaimiSecure to check coverage, e.g. birth date, dependent **status**. **If** there is still some question regarding eligibility, you should pay cash for your prescription and contact your Benefits Plan Administrator.

When you do have to pay cash due to a problem with your card, and your coverage is valid, complete an ClaimiSecure claim form (available from your Benefits Plan Administrator), attach the **original** receipt(s) and mail to the address shown at the bottom of the claimi form.

A few examples when you may be required to pay cash and submit your claim directly to ClaimSecure for payment:

- If you choose to pay cash and submit a paper claim to ClaimSecure for payment;
- When there is a question as to your eligibility at the pharmacy which was not resolved by the pharmacist calling the toll-free ClaimSecure number;
- Where your card has not been accepted for any other reason; and
- When you have a prescription filled outside of Canada.

To assist you in better understanding the most effective way to use your ClaimiSecure card, please read on:

**Maintenance Drugs**

You and/or your dependents **may** be on maintenance medication (any medication that is used every month), e.g. medications for diabetes, high blood pressure, high cholesterol and birth control pills.

Your plan allows for the purchase of a 90-day (3 month) supply of Maintenance drugs in any one visit to the pharmacy. By doing so, you save time and money - you pay **ONE** deductible and you would only have to visit the pharmacy once every three months.

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**ClaimSecure  
PRESCRIPTION DRUG PLAN  
PLAN AG - GENERIC**

**Diabetic Supplies**

Diabetic supplies are covered under your plan and include payment for insulin, syringes and test strips. Lancets and cotton swabs are **NOT** eligible.

**Allergy Serums**

Allergy serums are eligible under your plan. It is very common for Allergy Clinics to provide allergy serums on behalf of their patients. The majority of allergy clinics do not accept third party payor cards and you are required to pay cash and submit for payment. You do, however, have the option of requesting the prescription and having it filled at your pharmacy; then you can use your ClaimSecure card.

**LIMITATIONS**

The **following** drugs/services are not eligible:

- Proprietary and patent medicines and other preparations routinely purchased without a prescription;
- Any drug that is not dispensed in compliance with Federal and Provincial legislation (governing the prescribing and dispensing of drugs);
- Biologicals and food products;
- Experimental or research drugs;
- Drugs obtained while an in-patient in hospital;
- Anti-obesity preparations;
- Any prescription drug that is determined by ClaimSecure to be non-therapeutic or not medically necessary; and
- Charges for delivery service, completion of forms or other ancillary services.

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