

COLLECTIVE AGREEMENT

and interpretation of Governing Rules,
Working Conditions and Rates of Pay

Between



CANPAR TRANSPORT LP.

And



**TRANSPORTATION COMMUNICATIONS
NATIONAL LOCAL 1976,
UNITED STEELWORKERS OF AMERICA**

representing

Employees of Canpar Transport Ltd.

Effective as of November 1, 2004

TABLE OF CONTENTS

Article		Page
1	Employees Defined.....	1
2	Discrimination and Committees.....	1
3	Sickness and Medicals.....	2
4	Seniority.....	2
5	Promotions, Assignments, Displacements, etc.....	5
6	Dismissals and Discipline.....	9
7	Sanitation and Accommodation.....	11
8	Working Hours and Overtime.....	13
9	Grievance Procedures.....	14
10	Employee Records.....	15
11	Leave of Absence.....	15
12	Salary and Pay Periods.....	16
13	Annual Vacation.....	16
14	General Holidays.....	18
15	Attending Court and Jury Duty.....	20
16	Interpretation of Agreement.....	20
17	Rates of Pay.....	20
18	Deduction of Union Dues.....	23
19	Employee Benefit Plan.....	24
20	Owner-Operators.....	31
21	Printing of Agreement.....	32
22	Termination of Agreement.....	32
Appendix "A"	Supervisors.....	33
Appendix "B"	Working Conditions.....	33
Appendix "C"	Letter re: Overtime.....	34
Appendix "D"	Letter to Supervisors.....	35
Appendix "E"	Letter of Understanding Concerning Special Arrangements For A Physically Disabled Employee.....	36
Appendix "F"	37
Appendix "G"	Letter re. Medical Reports for Return to Work from Illness.....	38
Appendix "H"	Letter re. LOA'S.....	39
Appendix "I"	Letter re. Retaining Seniority on temporary non-bargaining unit work.....	40
Appendix "J"	Letter re. Shortage of work and volunteers are requested to go home.....	41
Appendix "K"	Letter re. Fonds de Solidarité FTQ.....	41
Appendix "L"	Letter re. Vancouver pre-load.....	42
Appendix "M"	Letter re. Foot wear reimbursement.....	42
Appendix "N"	Article 4: Archive of Closed terminals.....	43,44
Article 40	Human Rights.....	Back Cover

ARTICLE 1

EMPLOYEES DEFINED

- 1.1 Canpar Transport L.P. (“The Company”) recognizes the Transportation Communications National Amalgamated Local 1976, United Steelworkers of America (“The Union”) as the sole and exclusive bargaining agent for all employees and Owner-Operators under contract with the Company.
- 1.2 This Collective Agreement will govern rates of pay and working conditions for all employees of the Company. The word “employee” shall mean all positions identified under Article 17 of this Agreement.
- 1.3 This Collective Agreement shall also cover Owner-Operators as provided in Article 20.
- 1.4 It is understood that wherever the words “mutually agreed” appear without any further clarification, and also wherever the words “representative employees” appear, both shall be construed to mean agreement between accredited Union Representatives and Company Officers. Accredited Representative means President and Vice President.
- 1.5 The use of “he,” “his” and “him” refers to both the masculine and feminine genders.
- 1.6 Cumulative Compensated Service (C.C.S.) shall consist of:
- (1) All full or partial paid days worked starting from an employee’s date of hire will be considered as 1 day of C.C.S.
 - (2) All forms of paid days off recognized in the Collective Agreement will constitute 1 day of C.C.S. (Article 13- vacation entitlement, Article 14 - general holidays, Article 11 - bereavement leave, Article 15.1 - to attend court)
 - (3) Bona fide leaves and absences covered to a maximum of 100 days as referred to in Article 13.9.

ARTICLE 2

DISCRIMINATION AND COMMITTEES

- 2.1 Employees will not be discriminated against for being members of the Union, nor for serving on Committees representing employees.
- 2.2 Leave of absence will be granted to employees serving on committees of their Unit, upon request to the officer in charge, to deal with Unit matters. Whenever possible seventy two hours advance written notice will be given.
- If leave of absence is necessary for union business outside the Unit, such a leave of absence will be granted upon written request of not less than seventy two hours, to the officer designated by the Company, by the President or his accredited representative.
- 2.3 A representative of the Union shall be allowed on the Company premises to deal in the administration of the Agreement provided it does not interfere with the operation of the Company, subject to authority of the Officer in Charge.
- 2.4 Members of the unit Union Protective Committee shall be allowed to deal with matters pertaining to the Union and the collective agreement provided it does not interfere with the operation of the Company as determined by the Company officer in charge and approved in advance.
- 2.5 The parties will establish a senior Labour /Management Advisory Committee to discuss national scope issues.
- 2.6 If a representative of the Company requests the presence of a Union Representative to travel to a Company location to conduct an interview or other Company related business, the Company will reimburse the Union for wages and reasonable travel expenses. Any

request relating to this Article will be made in writing by the Vice President, Operations to the Vice President & Secretary Treasurer, USWA.

ARTICLE 3 SICKNESS AND MEDICALS

- 3.1 Permanent employees necessarily off duty indefinitely on account of bona fide illness or disability will retain all seniority rights.

- 3.2 If a permanent employee takes a medical examination at the Company's request during his normal working hours, he shall be paid for the time. Not less than one day's notice will be given.

- 3.3 A permanent employee required to undergo a periodic or special medical examination by a doctor designated by the Company shall comply provided that the Company shall pay for all such examinations and provided that a copy of the report is given to the employee's physician. It is understood that the report shall only be disclosed to Company head office officials and/or the Company's insurance administrators.

ARTICLE 4 SENIORITY

SENIORITY GROUPS

4.1 The following Local, District and Regional Seniority Groups are hereby established:

ONTARIO REGION

Toronto District

- | | |
|---------------------------|-----------------------|
| 1. Toronto | 3. Concord |
| 2. Mississauga | 4. Whitby |

Southwestern District

- | | |
|------------------------------|-------------------------|
| 1. Hamilton | 5. Windsor |
| 2. St. Catharines | 6. Walkerton |
| 3. Kitchener | 7. Brantford |
| 4. London | 8. Chatham |

Northern District

- | | |
|--------------------------------|---------------------------|
| 1. North Bay | 3. Barrie |
| 2. Sault Ste. Marie | 4. Thunder Bay |

Northeastern District

- | | |
|----------------------------|------------------------|
| 1. Belleville | 4. Pembroke |
| 2. Ottawa | 5. Kingston |
| 3. Peterborough | |

QUEBEC REGION

Montreal District

- 1. Montreal

Quebec District

- | | |
|------------------------------|--------------------------|
| 1. Quebec City | 4. Granby |
| 2. Trois-Rivieres | 5. Chicoutimi |
| 3. Sherbrooke | 6. Boisbriand |

MARITIME REGION

New Brunswick District

- | | |
|---------------|----------------|
| 1. Saint John | 3. Fredericton |
| 2. Moncton | 4. Bathurst |

Nova Scotia District

- | | |
|--------------|--------------|
| 1. Dartmouth | 3. Kentville |
| 2. Truro | 4. Yarmouth |

Newfoundland District

- | | |
|---------------|----------------|
| 1. St. John's | 2. Cornerbrook |
|---------------|----------------|

PRAIRIE REGION

Manitoba District

- | | |
|-------------|------------|
| 1. Winnipeg | 2. Brandon |
|-------------|------------|

Saskatchewan District

- | | |
|-----------|--------------|
| 1. Regina | 2. Saskatoon |
|-----------|--------------|

MOUNTAIN REGION

Alberta District

- | | |
|---------------|------------------|
| 1. Calgary | 4. Medicine Hat |
| 2. Edmonton | 5. Red Deer |
| 3. Lethbridge | 6. Fort McMurray |

British Columbia District

- | | |
|--------------|--------------|
| 1. Vancouver | 5. Castlegar |
| 2. Victoria | 6. Nanaimo |
| 3. Kelowna | 7. Courtenay |
| 4. Kamloops | |

4.2

Seniority Rules

4.2.1

(a) A seniority list of all employees who are accumulating seniority, in each local seniority group, showing name and date of last entry into the service in a position covered by this Agreement shall be posted in a place suitable for the employees concerned. The President and the Unit Chair concerned will be supplied with a copy of the seniority lists.

Seniority lists will be revised and posted January 31st of each year, and shall be open for correction for thirty (30) calendar days. For employees on layoff, vacation and employees covered in Article 3.1 and 4.2.3, the thirty (30) calendar days period shall begin on the date of their return to service. Employees who do not avail themselves of the privilege of correction within the time limit specified shall not be entitled to challenge their seniority date until the thirty (30) day period when the next seniority list is posted. A list reflecting any corrections will be posted by March 31st of each year.

No change shall be made in an employee's seniority date which has appeared on two (2) consecutive annual seniority lists, unless the seniority date appearing on such list was protested in writing within the thirty (30) calendar day period allowed for correctional purposes in the two (2) consecutive years.

(b) When it is determined in accordance with Article 4.2.1 (a) that a seniority date is in error, such error will be corrected and, when so corrected, the agreed upon seniority date will be final. No change in the existing seniority date for an employee shall be made unless concurred with by the President and the Vice-President, Operations.

(c) A new employee shall not be regarded as permanently employed until completion of 400 hours of work. In the meantime, unless removed for cause which in the opinion of the Company renders him undesirable for its service, the employee shall accumulate seniority from the date first employed on a position covered by this Agreement.

An employee with more than 400 hours of work shall not be discharged without just cause as provided in Article 6 of this Agreement.

4.2.2 Employees promoted to excepted or official positions with the Company shall retain all their seniority rights and continue to accumulate seniority on their seniority list and their names shall be continued on such list.

Effective November 22, 1993, employees promoted to excepted or official positions with the Company shall have their names removed from the seniority list six (6) months after promotion. The Company may elect to revert the employee to the bargaining unit, or the employee may elect to revert to the bargaining unit, in accordance with Article 5.2.9, at any time within the six (6) month period. All time spent in an excepted or official position with the Company including relief/temporary will be cumulative.

4.2.3 Employees on authorized leave of absence shall retain all their seniority rights and continue to accumulate seniority on their seniority list and their names shall be continued on such list.

4.2.4 Persons holding Warehouse A positions will accumulate seniority as of the date they are awarded a bulletin, or the date they advise the Company in writing of their availability for full time work (copying the accredited Union representative), whichever comes later;

Employees holding Warehouse B positions do not accumulate seniority regardless of availability for full time work. Warehousepersons B who are awarded Warehouse A positions will have their seniority dated in accordance with paragraph 1 of this clause.

Benefit coverage is not available to Warehousepersons B regardless of availability for full time work. Only those employees holding Warehouse A positions who have advised the Company of their availability in writing copying the accredited Union representative will be entitled to benefit coverage in accordance with Article 19.

4.2.5 An employee whose leave of absence exceeds 3 months in any one year shall lose his seniority rights unless such leave of absence beyond 3 months is mutually agreed to by the Union and the Company.

4.2.6 It is understood that if 2 or more employees advise the Company and the Union of their availability for full time employment on the same date they will have their seniority rights established, for the purposes of increases, reductions in staff and for the bulletining of positions, by using their date of entry into service for the purpose of establishing the senior employee(s).

4.2.7 Employees unable to hold part time Warehouse A bulletins will be classified as Warehousepersons B regardless of availability, will not accumulate seniority and will be paid the Warehouseperson B rate of pay except in the case of employees whose part time Warehouseperson A positions have been abolished. In this instance these employees will continue to accumulate seniority and receive benefit coverage, if applicable.

ARTICLE 5

PROMOTIONS, ASSIGNMENTS, DISPLACEMENTS, ETC.

- 5.1 **Promotion and Assignment**
- 5.1.1 The promotion and assignment of employees will be governed by seniority and ability, senior qualified applicant to be given preference. The officer of the Company in charge shall be the judge, subject to appeal which must be made in writing within 14 calendar days of the appointment.
- 5.1.1 (a) Employees senior in the service shall be given all possible opportunities to improve themselves and the efficiency of the service by learning as much as possible about the duties of the position above those they hold.
- 5.1.2 An employee who is assigned to a position by bulletin will receive a full explanation of the duties and reasonable assistance and must demonstrate the ability to perform the work within a reasonable probationary period of up to 30 calendar days, the length of time to be dependent upon the character of the work. Failing to demonstrate the ability to do the work within the probationary period allowed, employee shall be returned to former position without loss of seniority.
- 5.1.3 When a position under bulletin is to be awarded to a junior employee because of ability, the matter will be first discussed between the Company Officer involved and the Unit Chair or his representative.
- 5.2 **Bulletining of Positions**
- 5.2.1 New positions and temporary or permanent vacancies (except temporary vacancies of expected duration of 14 calendar days or less and annual vacation) will be promptly bulletined for a period of 7 calendar days to the local seniority group concerned, and will be awarded in accordance with Article 5.1.1.
- If a temporary vacancy becomes a permanent vacancy, it will be re-bulletined. Vacancies shall be bulletined at the salary of the position.
- 5.2.2 Permanent positions which cannot be filled by Local Bulletin will be bulletined promptly for 10 calendar days throughout the District and Region.
- Positions not filled by District and Region bulletin will be offered to Warehouse A and B prior to being filled by hiring from outside the Company. Unassigned work will be allocated in accordance with Article 8.6.
- 5.2.3 Employees desiring positions bulletined as required by 5.2.1 and 5.2.2 of this Article shall file their application with the designated officer within the prescribed time and the award shall be made promptly following the close of the bulletin.
- Employees returning from vacation or authorized leave of absence as outlined in Articles 3 and 11 will be permitted to apply, upon return or within five (5) calendar days thereafter, for any bulletin which was posted during the employee's absence.
- Pending the award, and where practicable, the senior qualified employee at the location affected desiring the vacancy (as bulletined under Article 5.2) shall be allowed the position.
- 5.2.4 The awarding order of District and Regional Bulletins shall be as follows:
- a) Employees on the District in which the seniority list involved is located;

b) Employees on the rest of the Region.

5.2.5 When more than one vacancy or new position is bulletined at the same time, employees shall have the right to bid on any or all stating preference.

An employee awarded a bulletined position will be transferred to such assignment without unnecessary delay.

5.2.6 A successful applicant on a District and Regional Bulletin will transfer with full seniority.

5.2.7 Employees with less than 400 working hours cumulative service shall not be awarded positions under Local Bulletin until such positions have been bulletined over the District and Region.

5.2.8 An employee awarded a position by bulletin will not be permitted to revert to his former position. In the event of ill health or other extenuating circumstances, an employee may be permitted to revert, subject to agreement between the Company officer concerned and the Vice-President.

5.2.9 Employees promoted to expected or official positions as outlined in Article 4.2.2 released from such positions must revert to the seniority list and classification from which promoted, unless such classification is held by a senior employee. In such instance, an employee may exercise his seniority to displace a junior employee on that seniority list.

Employees holding excepted or official positions must exercise seniority as provided in the preceding paragraph before being eligible to apply for a Scheduled position under bulletin.

5.2.10 When delivery centres within any local seniority list are increased, the routes to be operated from the new centres will be bulletined as to location.

5.2.11 Bulletins and Awards shall be in the standard form, as illustrated:

BULLETIN

Bulletin No _____ Place _____

Date Posted _____ Date Issued _____

Applications will be received by the undersigned up to and including:

(Date) _____

Title of Position _____

Location of Position _____

Rate of Pay _____

Hours of Service _____

Rest Days _____

If temporary, approximate duration _____

Local/District or Regional Bulletin _____

General Description of Duties _____

Signature of Official _____

c.c. Unit Chair

AWARD

Office: _____ Date: _____

The following position, which was advertised under my:

Bulletin No. _____

Dated _____

Location _____

Title of Position _____

has been awarded to: _____

Location of successful applicant _____

Signature of Official _____

Title _____

c.c. Unit Chair

It is agreed that such bulletins will also show, at offices where more than one location exists, the various locations where the vacancy occurs.

Bulletin No. shall be an actual ascending number, in addition to the employee classification and terminal number.

5.2.12

Hours of a permanent position may only be changed without being re-bulletined for legitimate business reasons. The reason for any such change shall be provided, upon request, in writing to the employee affected and his Unit Chair. When the hours of a permanent position are changed and effect the starting or ending time by more than one hour and/or the assigned rest days are altered, the position will be re-bulletined promptly, but only to the Local Seniority Group concerned.

5.2.13

Float Driver Positions

1. Float driver positions will be bulletined in all terminals with 20 or more routes.
2. A premium of \$1.00 per hour will be paid to any individual awarded a float driver position.
3. In order to qualify for the position, the employee must:
 - (a) currently hold a Driver Representative position;
 - (b) pass a defensive driving test;
 - (c) demonstrate reasonable knowledge of at least 15 different routes to maintain acceptable service levels;
 - (d) pass a probationary period as per Article 5.1.2.

5.2.14

Number Routes

Regular numbered routes will be established.

Each regular numbered route will be assigned to a Driver Representative, on a continuing basis.

This does not preclude the Company from making adjustments to routes due to fluctuations of traffic.

An employee removed from his regular route will be returned immediately upon re-establishment of said route.

Drivers will be assigned the route they hold on the date of ratification.

The above would not be construed as limiting the ability of an employee to bid on a Driver Representative bulletin.

These bulletins will not be identified by numbered run.

5.2.15

Where it is necessary to establish a position not now provided for in this Agreement, the Company shall notify the Union's President in writing, and the Union will meet to attempt to agree on an appropriate hourly rate. Failing agreement, the Company will implement an hourly rate subject to the Union's right to process the matter to arbitration.

In arbitration, the arbitrator will be required to select either the hourly rate implemented by the Company or the Union's proposed hourly rate, whichever rate he determines to be the most consistent with all other hourly rates in the Collective Agreement.

5.3

Reduction in Staff

5.3.1

An employee whose position is abolished or who is displaced from his position must displace, within two (2) working days, any full-time junior employee in his local seniority group or, within five (5) working days, any full time junior employee in his district or region for which he is qualified. An employee who fails to comply with said time limit shall not have the right to return to service by displacing a junior employee.

5.3.2

Except as otherwise provided in Article 5.3.1, a permanent employee who is unable to hold a position in his local seniority group may displace a junior employee in any of the local seniority groups on his seniority District, if qualified.

5.3.3

Except as otherwise provided in Article 5.3.1, a permanent employee who is unable to hold a position by exercising seniority as provided in Article 5.3.1 and 5.3.2 may displace a junior employee in any of the local seniority groups on his seniority Region, if qualified.

5.3.4

Whenever there is a permanent abolishment of an employee's route, the following procedure shall apply:

(a)

the employee on the route shall be entitled to select any route of his choice provided that the route is being done by a junior employee;

(b)

the new route becomes the senior employee's regular Numbered route to which he is assigned under 5.2.14;

(c)

this process shall be repeated for the junior employee who has lost his route until all routes in the terminal are assigned;

- (d) if an employee displaces another junior employee in another terminal under Article 5.3.2 or 5.3.3, then the procedure set out in paragraphs (a) to (c) shall be followed in that terminal as well.
- Permanent abolishment shall include a suspension or elimination of a route for any period exceeding two months but does not include the addition or deletion of stops on a route.
- 5.3.5 An employee exercising rights under Articles 5.3.2 and 5.3.3 will transfer with full seniority and will continue to accumulate seniority in his former group. He may, however, return to his former group to any permanent vacancy for which he is qualified and senior, providing such vacancy occurs within one year from date of transfer.
- 5.3.6 An employee transferred as provided by this Article and who is not returned to his seniority group within one year as provided in Article 5.3.5 will be permitted to return to the seniority group from which transferred to the first regular position for which he is senior and qualified. Failing to return he will forfeit all seniority rights in this group from which he transferred and his name will be removed from such list.
- 5.3.7 Permanent employees shall be given 24 hours' advance written notice of layoff and unassigned employees as much notice as possible.
- 5.3.8 A laid off employee must register his name, address and telephone number in writing at time of layoff, with his immediate Supervisory Officer and his Unit Chair. He must also advise, in writing, the proper Officer of the Company and the Unit Chair of any change of address.
- 5.3.9 Laid off employees will be recalled in seniority order. A recalled employee shall be notified by the Company by telephone, registered letter or by hand when required (copy to Unit Chair and Vice-President). An employee who fails to report for duty or give satisfactory reason within 3 calendar days from date of notification shall forfeit his seniority and his name shall be removed from the seniority list.
- 5.3.10 Subject to Article 3.1, any employee whose position is abolished shall forfeit his seniority and his name shall be removed from the seniority list in the event:
- (a) the employee fails to exercise his seniority under Articles 5.3.1, 5.3.2 or 5.3.3 to displace a junior employee; and
 - (b) the employee has not been recalled or has not otherwise returned to a vacant position within 12 months of his position being abolished.

ARTICLE 6

DISMISSALS AND DISCIPLINE

- 6.1 An employee may only be disciplined or dismissed for just cause after an interview has been held in accordance with Article 6.3. It is understood that the Company has met its obligation to hold an interview by providing 24 hours notice of the interview to the employee or making reasonable effort to notify the employee. In the event the employee does not appear for the interview without a reasonable excuse, the Company shall be entitled to proceed with disciplinary action without an interview. In cases where the employee provides a reasonable excuse for his inability to attend the interview, the interview shall be rescheduled to be held on his return to work and time limits under Article 6.3 shall be waived.

- 6.2 **ADMISSION OF RESPONSIBILITY**

- 6.2.1 Where an individual admits responsibility for an incident where the penalty to be assessed is 10 demerit marks or less, and the individual chooses to waive the right to a formal interview provided for in the Collective Agreement, discipline may be assessed without the need for such interview.
- 6.2.2 The notice of interview will provide space for the employee to instruct the Company if he wishes to waive his right to a formal interview. The employee will have 24 hours, following the receipt of the notice, to notify the Company that he waive his rights to the formal interview.
- 6.2.3 Should the employee waive that right, an informal fact finding interview will be held within 24 hours of the notice being given to review the incident involved. The employee can be accompanied by an accredited Union representative. Discipline will be issued within 14 calendar days, following the informal interview.
- 6.2.4 No written record of the proceedings will be kept except for the discipline itself and the individual's written concurrence that he/she wishes to forego the formal interview and admit responsibility.
- 6.2.5 By accepting the procedure provided for in this Memorandum of Agreement, the employee waives the right to grieve the discipline assessed under the provisions of Article 9.1 of the Collective Agreement.
- 6.2.6 This agreement will remain in force for the duration of the Collective Agreement, subject to be renewed or cancelled during the next round of negotiation.
- 6.3 Whenever an employee is to be interviewed by the Company with respect to his work or his conduct in accordance with Article 6.1, an accredited Union representative, selected by the employee, must be in attendance. In the event the accredited Union representative selected by the employee is not available another accredited representative selected by the employee will be substituted. Such interview and any subsequent interviews dealing with the incident must be held within 14 calendar days from the date the incident became known to the Company, unless mutually agreed. Such agreement will not be unreasonably withheld. The employee to be interviewed shall be notified in writing, no less than 24 hours prior to the scheduled interview time. This notice shall include the reason the interview is being held, including the subject matter with applicable details, to be investigated. Whenever a written statement by a person employed by the Company is entered at the interview, the employee will have the right to request the presence of that person at the interview. The employee and his Union representative may ask appropriate questions to all parties at the interview.
- 6.4 Failure to comply with Article 6.3 shall render any conclusion null and void and any statements at such interview inadmissible at any subsequent proceedings.
- 6.5 An employee may be held out of service for a period of not more than four (4) working days for infractions of a serious nature. This practice is only to be utilized in cases of alleged infractions of a serious nature where it is in the best interest of the public, the Company, or fellow employees. This provision is not to be used as a form of discipline. In the event an employee is held out of service, the interview is to be held as soon as possible.
- 6.6 Any discipline or dismissal of an employee must be communicated in writing within 14 calendar days of the interview. A full and detailed explanation of any discipline given will be provided to both the Unit Chair and the employee. The time limits herein may be extended by mutual agreement.
- 6.7 A grievance with respect to a dismissal shall commence at Step 2 of the grievance procedure within 42 calendar days of the notice of dismissal.

- 6.8 During the interview the employee or his accredited representative shall have the right to read, review and ask questions concerning any documents, tapes or videos as they are presented by the Company and copies will be presented at that time. Copies of the interview notes will be provided to the employee and the Unit Chairperson within 4 working days of the interview.
- 6.9 If, in the final decision, the charges against an employee are not sustained, his record shall be cleared of the charges. If suspended, or dismissed, he shall be returned to his former position and reimbursed for wages lost, less any earnings derived from outside employment during the period so compensated. If the interview was away from home, he shall be reimbursed for reasonable travel expenses upon presenting receipts

ARTICLE 7 **SANITATION AND ACCOMMODATION**

- 7.1 Offices shall be clean, well ventilated, properly lighted, heated and furnished in the best interest of the employees and to the best of the Company's ability. All other premises will be clean and properly lighted in the best interest of the employees and to the best of the Company's ability.
- 7.2 The Company shall continue its current practice of providing uniforms to drivers. Uniforms that are supplied shall be kept in clean condition and repair.
- 7.3 Commercial vehicles will have equipment necessary to comply with regulations prescribed by law.
- 7.4 Under no circumstance will employees be required to engage in activity involving dangerous conditions at work or danger to a person or property in violation of an applicable statute or government regulation relating to safety of persons or equipment. The Company shall not require any employee to operate any equipment that has not been addressed.
- 7.5 The Company will establish Health and Safety committees in accordance with the requirements of Part 2 of the Canada Labour Code.
- 7.6 The Company and the Union have established a Health and Safety Policy Committee.
- The terms of reference for this committee are listed below.
1. Mission Statement: The Policy Health & Safety Committee will serve its purpose best by determining the safety needs of the company and making or recommending appropriate changes to policies and procedures.
 2. Size of the Committee (as applicable): A Committee will be in place as long as Canpar employs three hundred or more employees at any time. The membership will consist of two management employees and two persons appointed by the union. Each person selected must act on behalf of Canpar or its employees on a national level.
 3. Selection of Committee Members: Members of the Policy Health and Safety Committee will be selected on a voluntary basis by Canpar executive and the Union executive.
 4. Scope of Operation: The Committee will act on behalf of all Canpar employees to ensure a safe workplace.
 5. Member Term of Service: All appointed members / representatives must serve on the Committee for at least two years from the date of the appointment to their position on the Committee.

If a member is unable or unwilling to participate in the activities of the Committee, and wishes to step down, a replacement must be appointed within thirty days.

To maintain continuity, appointment and release of members should be staggered as much as possible. i.e., If half the members wish to step down in one calendar year, the other half cannot step down for at least twelve months from that time.

6. Structure of the Committee: The members on the Committee shall represent all Canpar employees across Canada. The four members shall assume the positions on the Committee as mutually agreed and outlined below:

Co-Chair(s) -alternatively facilitate the meeting process, keeping it on track
 -encouraging open dialogue and participation

A Canpar employee will be invited in to the meeting strictly for the purpose of keeping minutes and distributing information.

The members of the Committee can alternate their position at each meeting, as mutually agreed.

7. Meetings: The Policy Health and Safety Committee shall hold quarterly meetings and copies of the minutes shall be submitted to the CEO, Human Resources and all H&S Committees and representatives in the field, no later than the 10th of the following month.

8. Role of the Committee:

- a) shall participate in the development of health & safety policies and programs;
- b) shall consider and quickly dispose of matters concerning health and safety raised by Policy Committee members, terminal Health & Safety Committee or terminal Health and Safety Representatives;
- c) shall participate in the development and monitoring of programs for the prevention of hazards in the workplace, that also provides for the education of employees in health and safety matters;
- d) shall participate to the extent that it considers necessary in inquiries, investigations, studies and inspections pertaining to occupational health and safety;
- e) shall participate in the development and monitoring of a program for the provision of personal protective equipment, clothing, devices or materials;
- f) shall co-operate with health and safety officers;
- g) shall monitor data on work accidents, injuries and health hazards; and
- h) shall participate in the planning of the implementation and in the actual implementation of changes that may affect occupational health and safety, including work processes and procedures.

9. Provisions for Training: All existing and new members shall review and be familiar with the Policy Health & Safety Committee Terms of Reference.

10. Amendments: These terms of Reference may be amended by a majority vote of committee members.

ARTICLE 8

WORKING HOURS AND OVERTIME

- 8.1 The normal working day shall be 8 consecutive hours exclusive of meal period. The normal work week shall be 40 hours.
- 8.1.1 The Company may, where required, institute 10-hour (exclusive of meal period)/4 day per week driver positions in accordance with Article 5.2.
- 8.2 Warehousepersons B shall be paid a minimum of 3 hours' pay at the straight time rate, and if required to perform work beyond 3 hours shall be paid on the minute basis for work in excess of 3 hours. Such work will be offered in order of length of Company service.
- 8.3 The normal work week shall be Monday to Friday with rest days Sunday and Saturday; however, due to the operational requirements of the Company, a departure to rest days of Sunday and Monday or two consecutive days during the week may, to meet operational necessity, be instituted. Possible use of rest days other than Saturday, Sunday or Monday, where these may be required under this Agreement, to be explored by the parties.
- 8.4 All hours worked in excess of 8 hours in any one day, or 40 hours in any one week, shall be paid at one and one-half times the hourly rate of pay. This does not apply to positions as outlined in Article 8.1.1.
- 8.4.1 All hours worked in excess of 10 hours in any one day, or 40 hours in any one week, as specified in Article 8.1.1 shall be paid at one and one-half times the hourly rate of pay.
- 8.5 Employees, if required to work on regularly assigned rest days, shall be paid at the rate of time and one-half time on the actual minute basis with a minimum payment of 4 hours at the pro rata hourly rate.
- 8.6 Where work is required by the Company to be performed on a day which is not part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have 40 hours of work that week. Overtime shall be allocated on the basis of seniority wherever possible, in a voluntary manner, within the work classification and shifts, provided the employee is capable of performing the duties; however, upon reaching the bottom of the seniority list in that classification and shift, the junior employee(s) will be required, in reverse order, to work the overtime.
- 8.7 Excluding Linehaul operations, employees shall not be required to take more than 60 minutes for a meal period and, if practical, 30 minute meal period will be utilized. Lunch hour for employees holding City Tractor or Driver Representative positions will commence between the end of the third hour of the shift and the end of the sixth hour of the shift. This clause only applies to employees holding bulletin positions.
- 8.8 All employees working in excess of three (3) hours will receive a fifteen (15) minute paid coffee break. A fifteen (15) minute coffee break without loss of pay will commence after approximately two hours of work, or at or about the mid-point of the first half after an employee reports for duty. A second fifteen (15) minute paid coffee break shall be after six hours of work where the tour of duty is in excess of six hours. There will be a third paid 15 minute break if 3 hours of overtime are completed. This break is to be taken after the second hour of overtime has been completed. These breaks shall not be cumulative.

8.9 Employees shall be allowed to elect to bank overtime in lieu of pay to maximum of 40 hours at the rate of one and one-half hours banked for every one hour worked. The Employee may elect to replenish at anytime, time already withdrawn from the overtime bank. Any balance of time will be carried over to the next year if notice to withdraw from the program is not received by the Company.

8.9.1 A request to bank overtime must be made in writing and received by the Company by January 7th of the year. Banked overtime will continue unless the Company is notified by the employee he wishes to opt out of the program. Upon written request to the Company by January 7th of each year an employee shall be entitled to be paid for all unused banked hours accumulated for the previous year. The Company will issue payment by January 31st. *

*NOTE: The administration dates noted in Article 8.9.1 will be moved to reflect the Overtime Banking year to be April 01 to March 31 beginning April 01, 2005. The dates given of January 7th of the year will be changed to reflect March 7th of the year and the date January 31st changed to reflect March 31st beginning in 2005.

Banked overtime shall be secondary to annual vacations. The Company officer in charge or their designate must approve all requests, in writing, for leave to be drawn on banked time. An employee will make their request in writing 7 working days prior to the requested time off. Laid off employees will be allowed to withdraw banked time on days when no work is made available to them.

8.9.2 An employee off duty due to bona fide illness who is not claiming Short Term Disability Benefits payments will be permitted to use accumulated Banked Overtime as of the second day of their absence.

8.9.3 An employee off duty due to bone fide illness who is eligible to receive Short Term Disability benefit payments will be permitted to use accumulated Banked Overtime to offset the three day waiting period required by the STD plan.

8.9.4 When a request to use Banked Overtime is granted, it will not be withdrawn after approval unless otherwise agreed by the employee and the supervisor.

8.9.5 Banked Overtime may be used in the event of a shortage of work occurs and the Company asks for volunteers to take a day off.

ARTICLE 9

GRIEVANCE PROCEDURE

9.1 Union policy grievances shall commence at Step 2 of the grievance procedure.

Disputes in respect to the meaning, interpretation of alleged violations of the terms of this Agreement, or when an employee claims that he has been unjustly dealt with in respect thereof and he is unable to obtain satisfactory explanation directly from his immediate supervisor, may be dealt with in the following manner:

STEP 1 The aggrieved employee or the Unit Chair shall present the grievance in writing to the employee's Regional Manager within 14 calendar days following the cause of the grievance. The grievance must include all of the details of the cause of the grievance. Such Regional Manager will render a decision in writing, outlining the reasons for the decision, within 14 calendar days following receipt of the written grievance.

STEP 2 If the grievance is not settled at Step 1, the Vice-President may appeal the decision in writing, giving his reasons for the appeal, to the officer designated by the Company, within 28 calendar days following receipt of the decision rendered in Step 1. Such Company officer will render a decision in writing, giving his reasons for the decision within 28 calendar days following receipt of the appeal.

- STEP 3 If the grievance is not settled at Step 2, it may then be referred by either party to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work in accordance with the rules and procedures of that Office. The party requesting arbitration must notify the other party in writing within 28 calendar days following receipt of the decision in Step 2, or the due date of such decision if not received.
- 9.1 Upon mutual agreement the parties agree to consider using Labour Canada Mediation services as an option to arbitration.
- 9.2 The arbitrator's decision shall be final and bind the Company, the Union, and the employee(s) concerned. The arbitrator shall not be authorized to alter, modify or amend any part of this Agreement, nor to render any decision incompatible with the provisions of this Agreement, nor to consider any matter not pertaining to the present Agreement.
- 9.3 When a grievance is not progressed by the Union within the prescribed time limits, it shall be considered as dropped. When the appropriate officer of the Company fails to render a decision within the prescribed time limits, the grievance may be progressed to the next step within the prescribed time limits based on the last date such a decision was due, except as otherwise provided in Clause 9.4.
- In the event the Company fails to respond to a grievance within the prescribed time limits, the Union may process the grievance from that point onward in accordance with the procedures herein except that the time limits in respect of that grievance from that point onward shall be directory.
- 9.4 When a grievance based on a claim for unpaid wages is not progressed by the Union within the prescribed time limits, it shall be considered as dropped. When the appropriate officer of the Company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the Collective Agreement.
- 9.5 The time limits specified herein may be extended by mutual agreement.
- 9.6 Settlement of a grievance shall not involve retroactive pay beyond 60 calendar days prior to the date that such grievance was first submitted in writing.
- 9.7 Prior to adjudication or final disposition of a grievance there shall be neither a shutdown by the Company nor a work stoppage by employees.
- 9.8 All time limit restrictions in Article 6 and Article 9 will be automatically extended between the period of December 22 and January 5 inclusive each year.

ARTICLE 10

EMPLOYEE RECORDS

- 10.1 Employees are required to provide the Company with their current mailing address and telephone number. The Company will have no financial obligation to any employee for missed work opportunities if accurate information is not on file.

ARTICLE 11

LEAVE OF ABSENCE

- 11.1 Any employee with 2 or more years' service shall, on reasonable grounds and when requirements of the service permit, be granted up to three (3) months' leave of absence and shall retain seniority.
- 11.2 Applications for leave of absence beyond 3 months will be referred to the Vice-President, Operations, for negotiation with the Vice-President of the Union.

- 11.3 In the case of serious illness, or other unusual events in their families, employees will be granted reasonable leave of absence by making application to the Local Terminal Manager or other official in charge.
- 11.4 Upon the death of an employee's spouse (including common-law), child, parent, sister or brother the employee shall be entitled to 5 days bereavement leave without loss of pay provided he has not less than 6 months cumulative compensated service. Upon the death of an employee's step-parent, father-in-law or mother-in-law, grandchild or grandparent, the employee shall be entitled to 3 days bereavement leave without loss of pay provided he has not less than 6 months cumulative compensated service.
- It is the intent of this Article to provide for the granting of leave from work on the occasion of a death as aforesaid and for the payment of his regular wages for that period to the employee to whom leave is granted. Upon request, the Company will grant two additional days without pay to the employee.
- NOTE: The term "common-law spouse" will be interpreted to mean an individual who has maintained proven co-habitation for a period of 12 or more consecutive months.
- 11.5 Employees absent from duty must report such absence at least one hour before their normal starting time to the proper officer of the Company, the Leadhand or in the designated manner.
- 11.6 Employees absent on account of sickness or authorized leave of absence who have complied with the provisions and have been granted the privileges as enumerated in Articles 3.1 or 11.3 and who return to their positions shall not be considered as having vacated their position.

ARTICLE 12

SALARY AND PAY PERIODS

- 12.1 Pay date will be every second Thursday. Any pay shortages over \$25.00 will be paid within three working days of the employee reporting the shortage to his/her immediate supervisor.
- The penalty for failing to pay the employee the shortage over \$25.00 within three working days will be \$10.00 per working day thereafter, until such shortage is paid.
- 12.2 For payroll deduction purposes the pay period containing the tenth day of the calendar month will be designated as the first pay period and the pay period containing the twenty-fourth day of the calendar month will be designated as the second pay period.
- 12.3 Each employee will be paid the salary for the position at which actually employed, and will be held responsible for same.
- 12.4 Employees relieving on other than their own positions shall receive the rate of the position relieved. No reduction in rate will be made if relieving in a lower rated position.
- 12.5 Overtime earned shall be shown as a separate item on the statement of earnings of employees.

ARTICLE 13

ANNUAL VACATION

- 13.1 Vacations will as far as practicable be granted at the times most desired by the employees. An employee to qualify for consideration of his request for vacation, in accordance with his seniority standing, must notify the Company of his preferred vacation before November 30th of any current year. The Company shall post vacation schedules by January 31st of each following year and thereafter such schedules shall not be changed unless mutually agreed. Employees wishing to split vacation periods can only exercise their seniority for one period.

- 13.2 An employee who, at the beginning of the calendar year, is not qualified for vacation under Clause 13.3 hereof, shall be allowed one working day's vacation with pay for each 25 days' cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 10 working days, or 4% of the previous year's gross annual earnings, whichever is greater, until qualifying for further vacation under Clause 13.3 of this Article.
- 13.3 An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 4 years and has completed at least 1,000 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 16 ²/₃ days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 15 working days, or 6% of the previous year's gross annual earnings, whichever is the greater; in subsequent years he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause 13.4.
- 13.4 An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 10 years and has completed at least 2,500 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 12 ¹/₂ days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 20 working days, or 8% of the previous year's gross annual earnings, whichever is greater.
- 13.5 An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 20 years and has completed at least 5,000 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 10 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 25 working days, or 10% of previous year's gross annual earnings, whichever is greater.
- 13.6 An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 30 years and has completed at least 7,500 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 8 ¹/₃ days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 30 working days, or 12% of the previous year's gross annual earnings, whichever is greater.
- Effective January 01, 2008: An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 27 years and has completed at least 6,750 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 8 ¹/₃ days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 30 working days, or 12% of the previous year's gross annual earnings, whichever is greater.
- In the application of Article 13.6, the Employee will have the option of;
- (a) Scheduling five weeks vacation with the employee being paid for the sixth week at pro rata rates; or
 - (b) Splitting the vacation with a maximum of five consecutive weeks.
- 13.7 The question of the number of "annual Vacation Lists," and the number of and class of employees for which each list shall cover, shall be subject to agreement between local officers of the Company and the Union.
- 13.8 A year's service is defined as 250 days of cumulative compensated service.

- 13.9 Time off duty on account of bona fide illness, injury, parental leave, maternity leave, authorized union leave to attend committee meetings, called to court as a witness, or for compensated jury duty, not exceeding a total of 100 days in any calendar year, shall be included in the computation of service for vacation purposes as long as the employee has worked a minimum of one (1) day in the calendar year.
- Authorized union leave constitutes any leave requested by the President or their accredited representative to perform day to day business of the Local or to fulfill the Local's constitutional requirements to the USWA to send delegates to any or all committee meetings, conventions and contract negotiations with the Company.
- 13.10 A person who enters the service in the current calendar year and leaves it after more than 30 days' service in that year is to be allowed vacation as provided for in Clause 13.2 of this Article.
- 13.11 An employee who is laid off shall be paid for any vacation due him at the beginning of the current calendar year and not previously taken, and, if not subsequently recalled to service during such year shall upon application be allowed pay in lieu of any vacation due him at the beginning of the following calendar year.
- 13.12 Employees desiring an advance vacation payment must make application for same not later than 5 weeks prior to commencing their vacation. The advance vacation payment will be as outlined in Articles 13.2 and 13.3, less an appropriate amount (approximately 30%) to cover standard deductions.
- 13.13 Employees who leave the service will be paid for annual vacation for which they qualify under Articles 13.2, 13.3, 13.4, 13.5 and 13.6.
- 13.14 An employee who, while on annual vacation becomes ill or injured, shall have the right to terminate (temporarily) his vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the Company officer in charge and will continue his vacation if within his scheduled dates. If the remaining vacation falls outside the employee's scheduled dates such vacation will be rescheduled, as may be mutually agreed between the proper officer of the Company and the authorized Local Union Representative.
- An employee, who due to sickness or injury is unable to take or complete his annual vacation in that year, shall by mutual consent have the right to have such vacation carried to the following year.
- 13.15 Unless mutually agreed, an employee on vacation must not be recalled to duty. However, if mutually agreed, he shall be paid at the rate of time and one-half for all hours worked and he will be allowed remainder allotted vacation dates to be taken at a mutually agreed date(s).

ARTICLE 14

GENERAL HOLIDAYS

- 14.1 An employee who qualifies in accordance with 14.4 of this Article shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

New Year's Day	Civic Holiday (except Quebec)
Heritage Day (Float)	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day (except Ontario & Quebec)

ARTICLE 15

ATTENDING COURT AND JURY DUTY

15.1

Employees who are subpoenaed to attend a Company -related court hearing or Coroner's inquest will receive their stated rate of salary. In such cases, all witness fees will be deducted from the employee's wages prior to payment.

Employees called upon to attend court or investigations, at the request of the proper officials of Canpar, will receive pay at their stated rate of salary, and if away from home will be allowed transportation and reasonable actual hotel and living expenses when supported by proper vouchers. In such cases all witness fees and mileage fees allowed to such employees will be paid over to the Company.

15.2

It is understood that if attendance in court or at investigations, at the request of the proper officials of Canpar, results in reduction of time between shifts, employees shall be compensated.

15.3

An employee who is summoned for jury duty and is required to lose time from his assignment as a result thereof, shall be paid for actual time lost with a maximum of one basic day's pay at the straight time rate of his position for each day lost, less the amount allowed him for jury duty for each such day excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations:

- a) An employee must furnish the Company with a statement from the court of jury allowance paid and the days on which jury duty was performed.
- b) The number of working days for which jury duty pay shall be paid is for the duration required said duty.
- c) No jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay. An employee who has been allotted his vacation dates will not be required to change his vacation because he is called for jury duty.

ARTICLE 16

INTERPRETATION OF AGREEMENT

16.1

Any question of interpretation of this Agreement, which may arise, and cannot be adjusted at a lower level, will be adjusted by the Vice-President and the Vice-President, Operations. In the event the dispute has not been resolved, the conditions as outlined under Article 9 will be followed.

ARTICLE 17

RATES OF PAY

RATES OF PAY
RATES OF PAY
(EXCLUDING
ATLANTIC CANADA)

POSITION TITLE		Effective Nov. 1, 04	Effective Nov. 1, 05	Effective Nov. 1, 06	Effective Nov. 1, 07	Effective Nov. 1, 08
<i>Driver</i>	Start	14.586	15.024	15.475	15.939	16.417
<i>Representative</i>	After 1040 hrs	16.039	16.520	17.016	17.526	18.052
	After 2600 hrs	17.311	17.830	18.365	18.916	19.483
	After 3120 hrs	20.037	20.638	21.257	21.895	22.552

<i>Dockperson</i>	Start	12.092	12.455	12.829	13.214	13.610
	After 1040 hrs	13.473	13.877	14.293	14.722	15.164
	After 2600 hrs	14.686	15.127	15.581	16.048	16.529
	After 3120 hrs	17.275	17.793	18.327	18.877	19.443
<i>Warehouseperson A&B</i>	Start	10.686	11.007	11.337	11.677	12.027
	After 1040 hrs	11.508	11.853	12.209	12.575	12.952
	After 2600 hrs	12.506	12.881	13.267	13.665	14.075
	After 3120 hrs	13.390	13.792	14.206	14.632	15.071
Hired before Nov 1, 04	Start	11.007	11.337	11.677	12.027	12.388
	After 1040 hrs	11.508	11.853	12.209	12.575	12.952
	After 2600 hrs	12.506	12.881	13.267	13.665	14.075
	After 3120 hrs	13.390	13.792	14.206	14.632	15.071
<i>Linehaul Driver- Representative, Tractor Trailer and City Tractor</i>	Start	15.358	15.819	16.294	16.783	17.286
	After 1040 hrs	16.812	17.316	17.835	18.370	18.921
	After 2600 hrs	18.084	18.627	19.186	19.762	20.355
	After 3120 hrs	20.809	21.433	22.076	22.738	23.420
<i>Delivery Person</i>	Start	13.339	13.739	14.151	14.576	15.013
	After 1040 hrs	14.756	15.199	15.655	16.125	16.609
	After 2600 hrs	15.998	16.478	16.972	17.481	18.005
	After 3120 hrs	18.654	19.214	19.790	20.384	20.996
<i>Straight Truck Driver Representative</i>	Start	14.895	15.342	15.802	16.276	16.764
	After 1040 hrs	16.348	16.838	17.343	17.863	18.399
	After 2600 hrs	17.620	18.149	18.693	19.254	19.832
	After 3120 hrs	20.346	20.956	21.585	22.233	22.900

RATES OF PAY
(ATLANTIC
CANADA)

POSITION TITLE		Effective Nov. 1, 04	Effective Nov. 1,05	Effective Nov. 1, 06	Effective Nov. 1, 07	Effective Nov. 1,08
<i>Driver Representative</i>	Start	15.560	16.027	16.508	17.003	17.513
	After 1040 hrs	16.029	16.510	17.005	17.515	18.040
	After 2080 hrs	16.493	16.988	17.498	18.023	18.564
Hired before September 23, 1983		18.417	18.970	19.539	20.125	20.729
<i>Dockperson</i>	Start	13.707	14.118	14.542	14.978	15.427
	After 1040 hrs	14.236	14.663	15.103	15.556	16.023
	After 2080 hrs	15.334	15.794	16.268	16.756	17.259

Hired before September 23, 1983		15.749	16.221	16.708	17.209	17.725	
<i>Warehouseperson A&B</i>	Start	10.686	11.007	11.337	11.677	12.027	
	After 1040 hrs	11.508	11.853	12.209	12.575	12.952	
	After 2600 hrs	12.506	12.881	13.267	13.665	14.075	
	After 3120 hrs	13.390	13.792	14.206	14.632	15.071	
Hired before Nov 1, 04	Start	11.007	11.337	11.677	12.027	12.388	
	After 1040 hrs	11.508	11.853	12.209	12.575	12.952	
	After 2600 hrs	12.506	12.881	13.267	13.665	14.075	
	After 3120 hrs	13.390	13.792	14.206	14.632	15.071	
<i>Linehaul Driver- Representative, Tractor Trailer and City Tractor</i>	Start	16.333	16.823	17.328	17.848	18.383	
	After 1040 hrs	16.801	17.305	17.824	18.359	18.910	
	After 2080 hrs	17.266	17.784	18.318	18.868	19.434	
	Hired before September 23, 1983	19.236	19.813	20.407	21.019	21.650	
Straight Truck Driver		3%	3%	3%	3%	3%	
	Nov. 2003	Nov. 2004	Nov. 2005	Nov. 2006	Nov. 2007	Nov. 2008	
	Start	\$ 15.107	\$ 15.42	\$ 15.88	\$ 16.35	\$ 16.85	\$ 17.35
	1040	\$ 15.562	\$ 15.87	\$ 16.35	\$ 16.84	\$ 17.34	\$ 17.86
2080	\$ 16.013	\$ 16.32	\$ 16.81	\$ 17.32	\$ 17.84	\$ 18.37	
Delivery Person	Start	\$ 14.208	\$ 14.634	\$ 15.073	\$ 15.525	\$ 15.991	\$ 16.471
	1040	\$ 14.692	\$ 15.133	\$ 15.587	\$ 16.054	\$ 16.536	\$ 17.032
	2080	\$ 14.450	\$ 14.884	\$ 15.330	\$ 15.790	\$ 16.264	\$ 16.752

NOTE: The wage rates shown in the charts above were calculated at a 3 % increase in wages each year of the agreement.

Effective November 1st, 2007 the wage rate will be applied in the following manner; a wage increase of a minimum of 3% to all wage rates which is reflected above or COLA to all rates of pay in effect October 31st, 2007 whichever is higher.

Effective November 1st, 2008 the wage rate will be applied in the following manner; a wage increase of a minimum of 3% to all wage rates which is reflected above or COLA to all rates of pay in effect October 31st, 2008 whichever is higher .

Cost of Living Adjustment (COLA) shall be defined as the Consumer Price Index published by Stats Canada for the twelve month period preceding the effective date of increase. (October of the previous year compared to October of the current year).

17.1.1

Where the term "Atlantic Canada" is used, it means the Provinces of New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland.

17.2 It is understood that an employee filling the position of Leadhand shall receive not less than 25 cents per hour in excess of any employee he is required to lead at the terminal where he is employed regardless of his service.

17.3 **Shift Differential**

Employees accumulating seniority under the terms of this Agreement, whose regularly assigned shifts commence between 1400 and 0559 hours shall receive a shift differential of 50 cents per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for absence from duty such as vacation, general holidays, etc. Warehouse A and B positions will not be paid the Shift Differential.

17.4 It is understood and agreed that increases granted or allowances made to individual employees because of exceptional conditions shall not be considered as having increased the salary of the position as fixed by this Agreement or as agreed to in joint conference between officers of the Union and the Company.

17.5 **Float Driver**

It is understood that employees filling the position of Float Driver as per Article 5.2.13 shall receive a premium of \$1.00 per hour. Overtime shall not be calculated on the premium nor shall the premium be paid for absence from duty such as vacation, general holidays, etc.

17.6 **Qualified Forklift Driver**

Employees holding a Forklift Operator bulletin will be paid a premium of 15 cents per hour for all hours worked.

17.7 **Tag Trailer Driver**

Employees holding a bulletin requiring the operation of Tag Trailer units (14 Foot Trailer pulled by Curbside delivery truck) will be paid a premium of 15 cents per hour in accordance with the following:

- a) When the unit is required to be operated for the entire shift, the premium will be paid for all hours worked.
- b) When the unit is required to be operated for 1 to 4 hours, the premium will be paid for 4 hours.
- c) When the unit is required to be operated for more than 4 hours but less than 8 hours, the premium will be paid for 8 hours.

NOTE: Shunt positions do not receive the premium.

ARTICLE 18 DEDUCTION OF UNION DUES

18.1 The Company shall deduct Union dues, including where applicable, special assessments, on the second payroll of each month, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

18.2 All dues and assessments shall be remitted to the Union forthwith and in any event no later than 40 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the USWA TC Local 1976 in such for as shall be directed by the Union to the Company along with a completed Dues Remittance Form.

- 18.3 The remittance and the completed Dues Remittance Form shall be accompanied by a statement containing the following information:
a) A list of the names and addresses of all employees from whom dues were deducted and the amount of the dues deducted along with their hours worked and the amount of dues deducted.
- 18.4 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.
- 18.5 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants. Membership shall not be denied for reason of race, national origin, colour or religion.
- 18.6 Union dues deductions for new employees shall commence on the payroll for the second pay period of the month in which the employee performs compensated service.
- 18.7 If the employee's wages, payable on the second payroll of a month, are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 18.8 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.
- 18.9 The Company shall not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances.

However, in any instance in which an error occurs in the amount of any deductions of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amount payable to the designated officer of the Union.
- 18.10 The question of what, if any, compensation shall be paid the Company by the Union in recognition of services performed under this Article shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days notice in writing.
- 18.11 In the event of any action at law against the parties hereto resulting from any deduction or deductions from payroll made or to be made by the Company pursuant to this Article, both parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that, if at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, cost, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payroll.

ARTICLE 19

EMPLOYEE BENEFIT PLAN

It is understood and agreed that this Article applies only to participating employees whose names appear on the Official Seniority List and who have completed their probationary period under the terms of the Agreement.

The Company commits to meet with the Union twice annually to discuss the benefits package and the number of claims and claims costs for each benefit type.

19.1

The Company shall provide an Employee Benefit Plan consisting of Life Insurance, Dental, Extended Health Care and Vision Plan and a Short Term Disability Benefit Plan in accordance with the current Group Insurance Plan in effect for employees who have completed their probationary period.

Dental Plan

The Extended Health Care Plan will provide orthodontic coverage with fifty (50) percent reimbursement to a lifetime maximum of \$2000 for eligible dependant children (under the age of 18) of employees covered by the plan.

Vision Care

The Extended Health Care Plan maximum benefit payable is \$300.

Paramedical Services

The Extended Health Care Plan will provide massage therapy and chiropractic services to an annual maximum of \$500 per practitioner per year. A referral by a licensed physician will be required to be eligible for reimbursement.

Hearing Aids

The Extended Health Care Plan will provide reimbursement for the cost of prescription hearing aids to a maximum cost of \$500 every five years.

SHORT TERM DISABILITY PLAN

Sickness benefit payment for claims are as follows:

Weekly Base Rate	Sickness Benefit
\$120.01 and over	70% of base pay up to a maximum benefit of \$437.75 for the first week of a claim and \$489.25 for the second and subsequent weeks of a claim. Effective November 1 st of each year of the contract, the maximum weekly benefit payable will be increased by the same percentage increase that is applied to wages. (see the chart below)

DATE Weeks	MAX 1 ST WEEK	MAX 2 ND & Subsequent
November 01, 2005	\$450.88	\$503.93
November 01, 2006	\$464.41	\$519.05
November 01, 2007	\$478.34	\$534.62
November 01, 2008	\$492.69	\$550.66

NOTE: The wage rates shown in the charts above are calculated on a 3 % increase in wages each year of the agreement.

Effective November 1st, 2007 the wage rate will be applied in the following manner; a wage increase of a minimum of 3% which is reflected above or COLA to the rates in effect October 31st, 2007 which ever is higher.

Effective November 1st, 2008 the wage rate will be applied in the following manner; a wage increase of a minimum of 3% which is reflected above or COLA to the rates in effect October 31st, 2008 which ever is higher .

Cost of Living Adjustment (COLA) shall be defined as the Consumer Price Index published by Stats Canada for the twelve month period preceding the effective date of increase. (October of the previous year compared to October of the current year).

Less than \$120.01 \$80.00 or 75% of weekly base pay, whichever is less.

1. A claimant in receipt of Employment Insurance Sickness Benefits will have such benefits supplemented to equal his Sickness Benefit entitlement. Note: Supplemental payments are subject to E.I. approval.
2. Sickness Benefit payments as set out above will commence for eligible employees from the first day in case of accidental injury; from the first day of sickness if hospitalized, from the first day of disability if an eligible employee has day surgery performed and from the fourth day in other cases of sickness. Payments will be made for up to 15 weeks. If any employee continues to be disabled after this 15 week period and if he is eligible for Employment Insurance Sickness Benefits, he will be required to claim such E.I. Sickness Benefits. Following the exhaustion of such E.I. Sickness Benefits, an employee will continue to be eligible for Sickness Benefits for a further period of up to 11 weeks, without any further waiting period.
3. In the event an employee is not eligible to receive E.I. Sickness Benefits, he will be eligible to receive Sickness Benefits for a period of up to 26 weeks.
4. When an employee in receipt of the Sickness Benefits qualifies for Statutory Holiday pay, his weekly allowance should be suspended for any such day. The underwriter must be advised of such cases and will make the appropriate adjustment, that is, deduct one-seventh of week's allowance for each such day.
5. Except as provided under item #6 of this Agreement, an employee is deemed to have terminated his service if he goes on leave of absence. In such a case he would not qualify for Sickness Benefits if unable to return to work on account of disability when his leave expires.
6. An employee off duty due to bone fide illness who is eligible to receive Short Term Disability benefit payments will be permitted to use accumulated Bank Overtime to offset the three day waiting period required by the STD plan.

6.a) Bereavement Leave

Subject to the waiting period rules, an employee who becomes disabled while on bereavement leave may qualify for Sickness Benefits when such leave terminates.

b) Company -Compensated Jury Duty

Subject to the waiting period rules, an employee who becomes disabled while on Company-compensated jury duty may qualify for Sickness Benefits when such leave terminates.

c) Temporary Leave for Union Business

A Union officer on temporary leave of absence to perform Union duties and for whom a premium has been paid due to compensated service in the current or previous month, may be eligible for Sickness Benefits under the plan, if disabled while on such leave of absence, on the same basis as if he had been in the service on the date of disability, and subject to the waiting period rules.

7. 5/12 of the Premium reduction as referred to in Section 64(4) of the Employment Insurance Act will be applied by the Company towards the cost of providing the improved Sickness Benefits contained in the Benefit Plan.

19.2

Life Insurance

a) The Group Life Insurance coverage will be \$50,000 for employees who have compensated service with the Company on or subsequent to November 1, 2004, if otherwise qualified under the provisions of the Benefit Plan. A double indemnity provision on a "24-hour basis" for accidental death, in the amount of \$40,000, will be in effect.

In addition, each employee will be entitled to purchase an additional \$20,000 of life insurance at his or her expense.

b) Continuation of life insurance for an employee who becomes totally disabled provides that such an employee will receive life insurance coverage equal to the amount of paid up retirement insurance in effect at that time.

19.3

Medicare Allowance

a) It is understood and agreed this Clause only applies to employees accumulating seniority under the terms of this Agreement.

b) Subject to the provisions of paragraphs (c) and (d) of this Clause participating employees will receive a Medicare Allowance as follows:

Province	Payment per pay period (26 per year)	
	With No Dependants	With Dependants
Quebec	\$4.60	\$4.60
All Other Provinces	\$2.53	\$5.29

c) Such monthly allowances will first be used to pay amounts that the Company is, or might in the future, be required to pay for such medical-surgical benefits under any government medical care program.

d) If no amount is payable under paragraph (c) above or if the amount payable or to be payable by an employee or by an employee and the Company account basic medical-surgical benefits is less than the monthly allowance, the difference will be paid to the employee on the payroll and if the amount is greater, the difference will be deducted from the employee's wages.

e) Subject to the provisions of this Clause, the monthly allowance will be made in respect of each participating employee provided he performs compensated service during the month for which the allowance is made.

f) Notwithstanding the provisions of paragraph (e), a participating employee who does not perform compensated service in any calendar month but who is in receipt of a weekly indemnity payment under the provisions of the Employee Benefit Plan will receive payment in accordance with paragraphs (b), (c) and (d).

19.4

The Company agrees to pay, on behalf of employees residing in the Provinces of British Columbia and Alberta, and accumulating seniority under the terms of the Collective Agreement, provincial health insurance premiums on the following basis:

BRITISH COLUMBIA:

\$72.00 per month for each employee with 2 or more dependents;

\$64.00 per month for each employee with dependents;

\$36.00 per month for each employee without dependents

provided the employee performs a minimum of eleven (11) days compensated service during the month.

ALBERTA:

\$68.00 per month for each employee with dependents,

\$34.00 per month for each employee without dependents

provided the employee performs a minimum of eleven (11) days compensated service during the month.

Effective November 1, 2004, the Company agrees to pay, on behalf of employees residing in the Province of Ontario, and accumulating seniority under the terms of the Collective Agreement, Ontario Health Premiums introduced by the government in the 2004 Ontario Budget.

provided the employee performs a minimum of eleven (11) days compensated service during the month.

The Medicare Allowance paid in accordance with Article 19.3 will be utilized to offset the above costs. Monies payable in accordance with Article 19.3 shall be continued to be paid to all other qualified employees. The Company agrees to pay the cost of any increases to provincial health insurance premiums which occur during the term of this Agreement.

19.5

Pension Plan

1. On May 01, 1993 the Union has established a trustee Registered Money Purchase Pension Plan (the Plan”) exclusively for employees who meet the eligibility requirements of the Collective Agreement

2. The trustee Plan is established in the following manner:

(a) The trustee Plan is established in accordance with the laws of Canada and specifically in accordance with the Pension Benefits Standards Act, 1985.

(b) The trustee Plan is registered with the Office of the Superintendent of Financial Institutions of Canada and with Revenue Canada.

(c) The trustee Plan is established and maintained to receive the contributions specified under paragraphs 5 & 6 and investment earnings thereon. The trustee Plan is also maintained to pay the benefits specified under paragraph 3.

(d) The trustee Plan is managed and administered by a Board of Trustees comprised of 4 representatives selected by the Union, in accordance with the Pension Benefits Standards Act, 1985. The Union is responsible for the manner of choosing its representatives.

(e) The beneficiaries of the trustee Plan shall be all those eligible employees covered by the Collective Agreement on the date of ratification hereof and all eligible employees who become members of the bargaining unit thereafter.

3. Pension benefits arising out of employment on and after May 1, 1993 shall be provided under this trustee Plan.

4. Pension benefits provided under this trustee Plan shall be determined on a money purchase basis.

5. The Company agrees to contribute to the trustee Plan as follows:

Member's Years of Company Service* Company Contributions

Completion of Probationary

Period – 1 year	1% (all employees who have elected to join)
1 – 5 years	1% (all employees)
6 – 9 years	2% (all employees)
10-14 years	4% (all employees)
15 years or more	5% (all employees)

*Members' years of Company Service and the level of Company contributions will be based on the combined service including years of service with the previous owner (Canadian Pacific Express & Transport Ltd.).

6. The pension plan shall be amended to reflect the changes set out above and to allow the Union to make contributions to the pension plan for Union officials on a Union leave of absence under the Collective Agreement in the same amount as the Company would otherwise have contributed but for the fact that the employee is on a Union leave of absence. Company contributions are based on gross wages of trustee Plan members, and the Company will remit said contributions in accordance with the Pension Benefits Standards Act, 1985.

7. Plan members covered by the Collective Agreement shall contribute 4% of gross wages. The Company will deduct and remit these contributions in accordance with the Pension Benefits Standards Act, 1985. Effective January 1, 1998 the Company will remit Company contributions on a monthly basis.

8. New employees are not required to join the pension plan until completion of twelve months' service. However, new employees may participate on a voluntary basis upon completion of their probationary period.

9. The Company agrees to provide information regarding the members and the contributions as required for the proper administration of the trustee Plan.

10. When a member of the Plan becomes ill or injured and wishes to continue payment into the Plan while off work due to said injury or illness the following must be adhered to:

For Employer contributions to be required, the Employee must make all required Employee contributions. The Employee must commence making these contributions within ninety (90) days following the original date of the commencement of the absence and all contributions must be made in a period of time that is no longer than the total length of the absence.

For example, an Employee off work for a period of three (3) months must start making Pension arrears contributions within 90 days of the date of leave and all Pension arrears must be made within 3 months of the date the Pension arrear contributions commenced.

Pension contributions for the above stated periods of absence are calculated on the constructed earnings the Employee would have made if working, a normal workweek consisting of forty (40) hours.

Constructed earnings are calculated by multiplying the Employee's basic rate of pay by the normal hours of work he/she would have worked in each day/week of absence. No overtime or shift premium factors are used when calculating constructed earnings.

In the event an Employee does not hold a full time position, the normal hours worked by the Employee next junior in that classification and shift will be used to determine the constructed earnings, i.e. a Warehouse "A" Employee off work will have his/her hours constructed using the hours worked by the next junior "Warehouse "A" Employee working the same shift at the terminal location.

It is the Employees responsibility to notify the Pension Trust Fund Administrator, Manion Wilkins & Associates, if they wish to make Pension Fund arrears contributions providing the Administrator with the necessary information to enable the Administrator to calculate the arrears.

In the event of a Part Time Employee, the Administrator may contact Canpar to obtain the hours worked by the next junior employee; however, in all other cases, Canpar will have no obligation to provide information or calculations regarding payment of an Employees' Pension arrears.

In accordance with the terms of the CLC and Provincial WCB legislation, Canpar Transport L.P. will make Employer contributions for Employees who have made contributions in accordance with the terms set out above.

For greater clarity, it is understood and agreed that Canpar Transport L.P. will only be required to make Employer contributions for the periods of time as outlined and for no other period of time following the time frames specified in the following

The Provincial Workers Compensations Acts stipulate that employees off due to a work related injury or illness, and in receipt of Workers' Compensation wage loss replacement benefits, are entitled to have the employer continue to make employer contributions to the pension plan for a period of one (1) year from the original date of the injury. In the case of Quebec employees, the period of contributions is two (2) years.

The Canada Labour Code stipulates that employees off work due to a bona-fide non-work related illness or injury are entitled to have the employer continue to make employer contributions to the pension plan for the period of absence for which they receive Short Term Disability benefits from the insurance plan provided in accordance with the terms of the Collective Agreement.

Upon receipt of written advice from the Administrator that an Employee has made the necessary Pension Trust Fund arrears contributions, the Company will calculate the Employer portion payable as per Article 19.5 of the Collective Agreement and will forward that payment within ninety (90) days following receipt of the written notification.

ARTICLE 20

OWNER-OPERATORS

20.1 The Union recognizes the right of the Company to utilize Owner-Operators, subject to the conditions below.

20.1.1 An Owner-Operator shall not be regarded as permanently employed until the completion of 50 tours of duty. In the meantime, unless removed for cause which in the opinion of the Company renders him undesirable for its service, the Owner-Operator shall accumulate seniority from the date first dispatched.

20.1.2 An Owner-Operator with more than 50 tours of duty shall not be discharged without just cause as provided in Article 6 of this Agreement.

20.1.3 Should the Company decide to re-open previously closed locations or to open new locations, the Company reserves the right to use Owner-Operators in these circumstances. Where the Company establishes Owner-Operators in a location which had been previously closed or in a new location, the new Owner-Operator may not handle freight that is within the normal pickup and delivery area of an adjacent terminal where hourly-rated employees normally work.

Owner Operator Locations

<u>British Columbia:</u>	<u>Alberta:</u>	<u>Manitoba:</u>	<u>Ontario:</u>
Prince George	Grande Prairie	Winnipeg	Dryden
Terrace			Kenora
Williams Lake			

20.1.4 Owner-Operators shall be covered and protected under the terms and conditions of the following articles of the Collective Agreement. Wherever the word employee(s) appears in these articles it shall be substituted with the words Owner-Operator(s).

Articles

1.1	1.3	2	3	4.1	4.2.1	4.2.3	4.2.5
6	7.1-7.2	9	11.1	11.2	11.3	13-14 As Per Terms Of	
Business Contract	16	18	20	22			

20.2 The basis for the contractual payments for the services of each Owner-Operator and his equipment shall be contained in the Owner-Operator’s contract and is a private arrangement between each individual Owner-Operator and the Company. If there is any conflict between the terms of the business contract and the Collective Agreement, the terms of this Collective Agreement shall govern.

20.3 Copies of all executed Owner-Operator business contracts will be provided to the Union within 10 calendar days following the signing of said contracts, subject to the written consent of the Owner-Operator.

20.4 Owner-Operators shall have the option, at their own cost, to be included in the Company hourly benefit programs as detailed below. The Company will deduct the cost of benefits opted for from the Owner-Operator invoice. These benefits include:

- Provincial Medical
- Extended Health Care Benefit
- Dental Plan
- Life Insurance

Accidental Death and Dismemberment Insurance

The Company will assess the Owner-Operator at the premium cost of benefits and in any case no greater than the cost of supplying benefits to employees.

20.5 In cases where owner/operators employ more than one (1) truck to fulfill their contract to the Company the owner/operator will have deducted from his pay by the Company the equivalent of one (1) set of monthly dues for each truck employed during any month.

20.6 The purpose of seniority is to provide a policy governing layoffs and recalls.

- a) A seniority list of all Owner-Operators by location will be provided to the Union.
- b) Seniority lists containing the names and starting dates of Owner-Operators will be prepared and posted by January 31st of each year on bulletin boards with sufficient copies for the Unit Chairperson and President.
- c) Owner-Operator(s) on layoff will be recalled in seniority order on new or re-established positions.
- d) An Owner-Operator whose position is abolished must displace, within 3 working days, the junior Owner-Operator within his seniority group for which the Owner-Operator is qualified and possess the necessary license and equipment.

ARTICLE 21

PRINTING OF THE AGREEMENT

21.1 The Union will undertake the responsibility for the printing of the Collective Agreement as may be required from time to time and the Company will absorb the cost of such printing.

ARTICLE 22

TERMINATION OF AGREEMENT

22.1 This Agreement shall be effective November 1, 2004, and shall remain in effect for a period of 5 years thereafter subject to 90 days' notice in writing from either party to the Agreement of its desire to revise, amend or terminate it. The parties agree that they will meet no later than May 1, 2009 to commence negotiations for renewal of the agreement.

SIGNED at Magog, Quebec, this 10th day of June, 2004.

FOR THE UNION

FOR THE COMPANY

Nathalie Lapointe

Brent Neill

David Neale

Paul MacLeod

Devon Byfield

Robert Dupuis

J.A. Kane

John Coleman

Rene Pichette

Roland Weicht

David Gallant

Richard Page

APPENDIX “A”

LETTER OF UNDERSTANDING

Toronto, August 09, 1993
J.G. Cyopeck
Canpar Transport Ltd. Supervisors

The subject of Canpar Supervisors performing work normally done by members of the bargaining unit was discussed at the recently concluded negotiations.

Please be advised that your role as a Supervisor does not include the performance of these duties except in the case of emergency and for training purposes.

(signed) J. G. Cyopeck

President & C. E. O.

cc. Regional Managers

Nathalie Lapointe

APPENDIX “B”

LETTER OF UNDERSTANDING

August 09, 1993
Mr. Dennis Dunster
Executive Vice-President
Transportation Communications Union
2285-D St. Laurent Blvd. Unit 11
Ottawa, ON
K1G 4Z7

Dear Mr. Dunster:

Following up on the strong concerns raised by the TCU at our recent contract negotiations, I wish to clarify the programs and policies that Canpar Transport Ltd. will be following to ensure that these concerns are addressed.

As you are aware, the Company has already made significant changes to improve working conditions, and we will continue to do this at the other terminals you have identified across the country.

On an ongoing basis, we will ensure that any new buildings leased or purchased, will incorporate adequate facilities including lunch rooms, washrooms and appropriate warehouse heat as these facilities are acquired.

On current facilities we will continue on our program to identify problems and correct same; when we renew leases we will make every effort to bring them up to standard.

Yours very truly,

J.G. (John) Cyopeck

President & Chief Executive Officer

APPENDIX “C”

June 10, 2004

From: P.D. MacLeod

To: All Operations Managers & Supervisors

Subject: Overtime

As a result of our meetings with the Union concerning Overtime, the following is what we agreed would happen as a result of those discussions. While we all agree that Overtime is a part of the business there are issues relating to Overtime that need to be addressed both on an individual employee and a terminal level.

While we agree that overtime is an inherent part of our industry we recognize circumstances may dictate that an employee may not be able to work overtime. When employees have a valid emergency/ appointment or family obligation type situation I expect we will accommodate the employee's request to not work overtime on that day, when we are advised with notice. For example it is my understanding that in some cases an employee has advised the supervisor of a medical appointment and the request to not work overtime has been denied.

In those cases I expect we will attempt to accommodate the employee, if possible. I would expect the employee to give 48 hours notice, if possible. Any request must be specific as to reason.

When requested by the Union these issues will be dealt with at the terminal level and may involve referral to the Senior Advisory Committee if necessary.

The Company will also provide an Overtime summary, by terminal, to be reviewed at meetings of the Senior Advisory Committee.

Paul MacLeod
Vice-President, Operations
Canpar Transport L.P.

cc: Nathalie Lapointe

APPENDIX “D”

LETTER TO SUPERVISORS

November 21, 2001

To: All Supervisors and Managers

During recent negotiations a number of issues were raised that I feel need to be re-inforced with respect to our practice and application in the field. While all are not a concern at all terminals please review and ensure our practice is consistent with what was intended.

Interviews: A number of concerns were raised,

- a) Interview notices should explain the subject matter/reason for the interview.
- b) Scheduled times for the interview will be realistic and delivery dispatch for both the employee and the Union rep should take the scheduled interview time into account.
- c) The Union rep for the interview should be allowed to request a re-schedule of the interview for a reasonable cause as described in Article 6.1.
- d) You should do advance preparation for the interview of the questions and general direction of the interview in order to make it as speedy a process as possible.

Paul MacLeod

V-P Operations

APPENDIX “E”

Letter of Understanding concerning special arrangements for a physically disabled employee

CANPAR TRANSPORT LTD
August 10, 2001
Ms. N. Lapointe, President
T. C. Local 1976 (USWA)

Dear Ms. Lapointe:

This has reference to discussions during current contract negotiations regarding the desirability of undertaking special arrangements for an employee who becomes permanently physically disabled during the course of his employment and is unable to perform the regular duties of his assigned position and is unable to exercise his seniority on a position, which he is capable of performing.

This letter will confirm our understanding that, in such circumstances, the Vice-President Operations and/or the Vice-President Human Resources and the President of TC Local 1976 (USWA) will meet to see if arrangements can be made to provide employment to the employee concerned within the bargaining unit. The parties may by mutual agreement place a disabled employee on a position that his qualifications and ability allow him to perform, notwithstanding that it may be necessary to displace an able-bodied employee in the bargaining unit so as to provide suitable employment. The permanently assigned employee so displaced will be allowed to exercise seniority onto a position within the bargaining unit that he is qualified for and has the ability to perform.

An able-bodied employee shall not displace a disabled employee placed on a position so long as he remains on that position except when a senior employee is otherwise unable to hold a position within his seniority group.

Should the disabled employee subsequently recuperate, he shall be subject to displacement, in which case such employee will exercise seniority rights. When a senior able-bodied employee believes that the provisions of this letter will result in undue hardship, the President may discuss the circumstances with the company.

The above understanding is to provide guidelines for assisting disabled employees to continue to be employed.

If you are in accord with the above, would you please so indicate below.

Yours truly

Vice President, Human Resources

I concur: President, TC Local 1976 (USWA)

APPENDIX “F”

June 07, 2004
Ms. Nathalie Lapointe
President: Local 1976 USWA
RE: Route Vacancies

Dear Nathalie:

Further to our discussions at the recent meetings concerning unresolved issues from the collective bargaining sessions the following is what we propose concerning route vacancies.

1) It is understood that any P/D Driver who wishes to move from his route as assigned under Article 5.2.14 will advise the Company and the Accredited Union Representative in writing his/her wishes. Properly registered P/D Drivers may arrange route assignments due to their desire to work or not work overtime when mutually agreed to by the two drivers and subject to supervisor approval. Approval will not be unreasonably withheld.

2) When a route becomes vacant due to a resignation, dismissal, or position change of the person occupying it (i.e.: a successful bid on a different bulletin position) it will be offered to P/D Drivers who are qualified and have advised the Company of their desire to change routes as above (1) in seniority order.

3) There will be a probationary period of up to 30 days on the new route. If a Driver fails to successfully complete the probationary period, he/she will revert to the previous route they were assigned. The route will then be offered to the next senior Driver who has expressed an interest in changing routes.

4) A Driver changing routes accepts and must maintain the productivity and service standards established by the Company for the route.

5) Subsequent vacancies created by a route change (1-4) will be filled by assignment by the Company and not subject to the above process. In essence there will be one move only.

6) Nothing in this process attaches the route to a specific bulletin and the two remain separate.

Paul MacLeod

Vice-President, Operations

Canpar Transport L.P.

APPENDIX “G”

LETTER RE: MEDICAL REPORTS FOR RETURN TO WORK FROM ILLNESS

December 24, 2001
Ms. Nathalie Lapointe
President: Local 1976 USWA
RE: Medical Reports for return to work from illness

Dear Nathalie:

As discussed at the recent meetings the following is the Company’s intention regarding the requesting of medical reports for return to work from illness.

Medical documentation to support a short -term absence will only be required of those individuals who have an absenteeism history or whose absence is suspect in the Company’s opinion.

The request for medical support for the absence will be made in advance of the employee’s return to work, preferably at the time the employee reports his/her absence.

The current practices regarding providing medical information for WCB and STD claims and where an employee’s fitness for work is in question will remain unchanged.

Paul MacLeod

Vice-President, Operations

Canpar Transport Ltd

APPENDIX “H”
LETTER RE: AUTHORIZED UNION LEAVE, INCLUDED
IN THE CALCULATION OF VACATION ENTITLEMENT

Mr. D. Neale
Financial Secretary
TC Local 1976 USWA

June 10, 2004

Dear Dave,

The following LOA's for Union business are considered authorized leave for Union officers under Article 13.9 and will be included in the calculation of vacation entitlement. The request for such leaves will come from a Full time officer of the Local 1976 office.

- 1) Canpar Labour Management Committees including the Senior Advisory Committee and Joint User Guide meetings.
- 2) Canpar Joint Health and Safety Committee meetings.
- 3) Meetings where the Union Rep is requested by the Company to be present and assist (this is not disciplinary interviews but situations where the Company requests joint action to deal with problems/situations at the local level).
- 4) Canpar Employee Pension Board meetings.
- 5) Canpar Contract negotiations including: pre-negotiating meetings by the Union negotiation committee, ratification meetings with employees and ballot counting/scrutinizing of contract ratification votes.
- 6) USWA and Local 1976 annual conventions.

Sincerely,

Paul MacLeod

APPENDIX “T”
LETTER OF UNDERSTANDING RE:
RETAINING SENIORITY ON TEMPORARY NON-
BARGAINING UNIT WORK

Mr. Paul MacLeod
Vice-President, Operations
Canpar Transport L.P.
1290 Central Parkway West, Suite 500
Mississauga, ON L5C 4R9

June 10, 2004

Dear Paul:

It is the understanding of the Union that the Company at times has accepted or official temporary positions that last a duration of one (1) year. Further that at the end or before the end of that year the Company will determine if the position is to be continued and become a permanent position or be terminated.

The issue: An employee from the bargaining unit who is promoted to such a position would have to decide within six (6) months as outlined in Article 4.2.2 to revert back to the bargaining unit to retain his seniority rights or continue in the temporary position without benefit of collecting seniority rights if he was to return to the bargaining unit after six (6) months has passed from the time he was promoted. In order for an employee to retain seniority rights after the six (6) month period the employee must agree to the following terms before such an extension would be approved by the Union.

1. The employee must have made his request to the President of Local 1976 or his designate prior to the elapse of the six (6) month time frame as outlined in Article 4.2.2.

2. The employee must agree to remit to the Union a sum in accordance to the USWA International Constitution of his monthly gross earnings in lieu of dues on a monthly basis for the next six (6) months of the temporary position.

Should the temporary position be extended beyond a year by the employer: To retain his seniority rights the employee must continue to remit to the Union a sum in accordance to the USWA International Constitution of his monthly gross earnings in lieu of dues on a monthly basis. This practice will continue until such time the position is abolished at which time the employee would return to the bargaining unit with full seniority and would then pay dues as outlined in the Constitution of the United Steelworkers of America, or the position is made permanent at which time the employee would be removed from the seniority list unless said position becomes part of the bargaining unit before it is made permanent.

Respectfully yours,
David Neale
Financial Secretary
TC Local 1976 USWA

APPENDIX “J”

LETTER OF UNDERSTANDING: WHEN A SHORTAGE OF WORK OCCURS AT THE WOKRPLACE AND VOLUNTEERS ARE REQUESTED TO GO HOME.

June 11, 2004

Ms. Nathalie Lapointe
President
TC Local 1976 USWA

Dear Nathalie:

In the event of a shortage of work on any work day the Company may request for volunteers to take the day off according to seniority standing.

Should the employee wish to use an annual vacation day or a Banked Overtime Day to compensate for the days lost earnings their request will not be denied.

Yours truly

P.D. MacLeod
Vice-President, Operations
Canpar Transport, L.P.

APPENDIX “K”

LETTER RE: FONDS DE SOLIARITE FTQ

June 10, 2004

Mr. David Neale
Financial Secretary
TC Local 1976 USWA

Dear Sir:

Subject: Fonds de solidarité FTQ

Further to our discussions relating to the USWA’s plan to implement a Registered Retirement Savings plan through the Fonds de solidarité FTQ for Canpar Transport employees in the Province of Quebec covered by the Collective Agreement, this letter will confirm that if such a plan is implemented, the Company will institute a payroll deduction for deductions from the affected employees upon receipt of a formal Union Authorization to this effect. Canpar will require that the Union hold the Company harmless from any claims, complaints, etc. as a result of the deductions.

Upon receipt of formal notification of implementation of a plan, I will contact you to discuss issues such as timing, deduction amounts and tax treatment of the contributions that will permit me to commence development of the necessary payroll deduction programming.

Yours Truly,

B.D. Neill
Vice President,
Human Resources

APPENDIX “L”

LETTER RE: VANCOUVER OPERATION

D. Neale
Financial Secretary
Local 1976 USWA

June 10, 2004

Dear Dave,

In response to your suggestions concerning the Vancouver operation and specifically the lack of a pre-load I'd suggest we schedule an SAC meeting in Vancouver within 90 days of ratification of the new Collective Agreement and make this an agenda item for the committee to review.

Sincerely,

Paul MacLeod

APPENDIX “M”

LETTER RE: WINTER FOOTWEAR REIMBURSEMENT

Mr. Dave Neale
Financial Secretary
TC Local 1976 USWA

June 10, 2004

As agreed, effective November 1, 2004 the Company will institute a winter footwear reimbursement policy for drivers. This is in addition to its current footwear reimbursement policy. The addition will be as follows:

The Company will reimburse drivers every second year for winter footwear, in the same method and amount as the current policy.

Yours truly

P.D. MacLeod
Vice-President, Operations
Canpar Transport, L.P.

APPENDIX “N”

From Article 4: Closed Terminal Archive

ONTARIO REGION

Northern District

- | | |
|---------------------------|-------------------------|
| 1. Nipigon (Closed) | 2. Sudbury (Closed) |
| 3. Wawa (Closed) | 4. Kapuskasing (Closed) |
| 5. Kenora (Closed) | 6. Bracebridge (Closed) |
| 7. Noranda–Rouyn (Closed) | 8. Orillia (Closed) |

Northeastern District

1. Prescott (Closed)

QUEBEC REGION

Quebec District

- | | |
|-------------------------|-------------------------------|
| 1. Chibougamau (Closed) | 2. Carleton (Closed) |
| 3. Delson (Closed) | 4. St. George Beauce (Closed) |
| 5. St. Jean (Closed) | 6. Riviere du Loup (Closed) |
| 7. Cowansville (Closed) | 8. Joliette (Closed) |
| 9. St. Therese (Closed) | 10. Rimouski (Closed) |
| 11. Gaspé (Closed) | 12. Forestville (Closed) |
| 13. Mont Joli (Closed) | 14. Sept Iles (Closed) |
| 15. St. Jovite (Closed) | |

MARITIME REGION

New Brunswick District

- | | |
|-----------------------|-------------------------|
| 1. Newcastle (Closed) | 2. Grand Falls (Closed) |
| 3. Edmunston (Closed) | |

Nova Scotia District

- | | |
|--------------------|-------------------------|
| 1. Sydney (Closed) | 2. Bridgewater (Closed) |
| 3. Kentville | 4. Antigonish (Closed) |

Prince Edward Island District

1. Charlottetown (Closed)

Newfoundland District

1. Bishop’s Falls (Closed)

PRAIRIE REGION

Manitoba District

- | | | | |
|----|-----------------------------|----|--------------------|
| 1. | Dauphin (Closed) | 2. | Steinbach (Closed) |
| 3. | Portage La Prairie (Closed) | | |

Saskatchewan District

- | | | | |
|----|---------------------------|----|------------------------|
| 1. | North Battleford (Closed) | 2. | Swift Current (Closed) |
| 3. | Prince Albert (Closed) | 4. | Yorkton (Closed) |
| 5. | Weyburn (Closed) | | |

MOUNTAIN REGION

Alberta District

- | | | | |
|----|-------------------------|----|---------------------|
| 1. | Hanna (Closed) | 2. | Vermillion (Closed) |
| 3. | Grande Prairie (Closed) | 4. | Canmore (Closed) |
| 5. | Edson (Closed) | 6. | Westlock (Closed) |

British Columbia District

- | | | | |
|-----|------------------------|-----|-------------------------|
| 1. | Penticton (Closed) | 2. | Dawson Creek (Closed) |
| 3. | Vernon (Closed) | 4. | Smithers (Closed) |
| 5. | Prince George (Closed) | 6. | Williams Lake (Closed) |
| 7. | Terrace (Closed) | 8. | Cranbrook (closed) |
| 9. | Powell River (closed) | 10. | Campbell River (Closed) |
| 11. | Quesnel (Closed) | | |

ARTICLE 40: HUMAN RIGHTS

The company and the Union agree that there shall be no discrimination, interference, restriction or coercion permitted in the workplace with respect to race, nation or ethnic origin, color, religion, age, sex, marital status, family status, sexual orientation, disability or conviction for which a pardon has been granted.

Harassment is any conduct based on any of the grounds listed above that offends or humiliates and is a type of discrimination. Harassment will be considered to have taken place if it reasonably ought to have been known that the behavior was unwelcome or inappropriate in the work place.

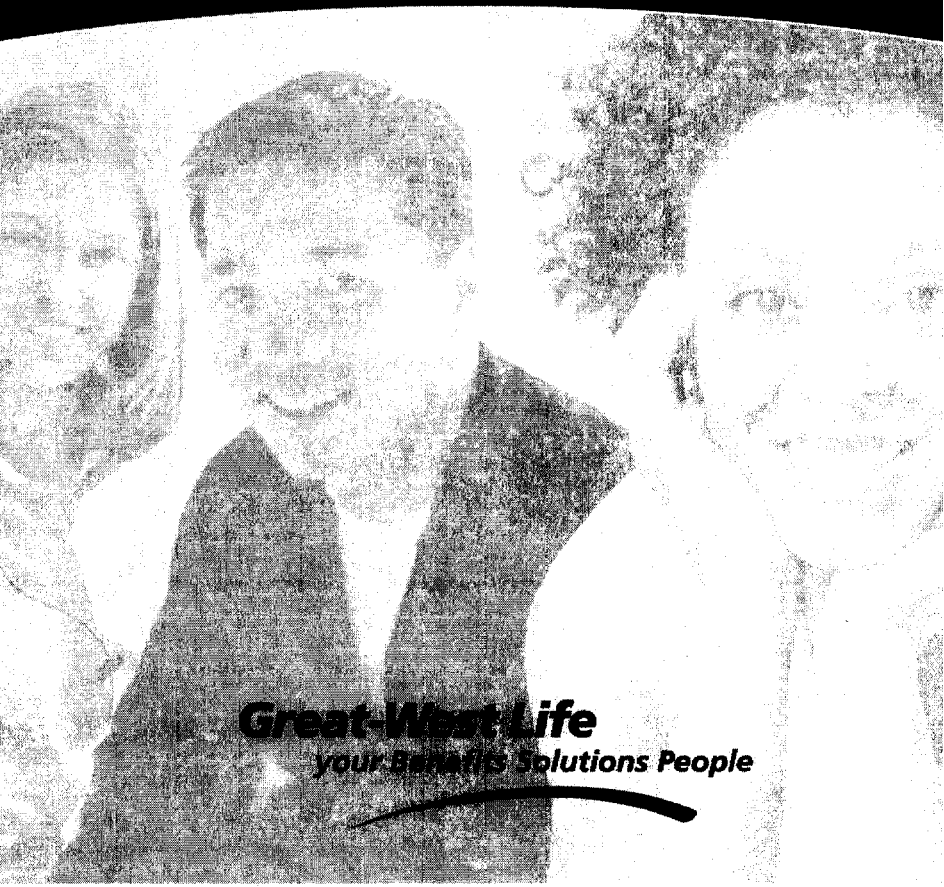
Harassment may take many forms, including: threats, intimidation, verbal abuse, unwelcome remarks, innuendo, offensive and inappropriate material, hate literature, offensive jokes.

Sexual Harassment is any unsolicited and unwelcome conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation or might be perceived as placing a condition of a sexual nature on conditions of employment, including any opportunity for training or promotion.

Sexual Harassment may include but is not limited to: suggestive remarks, jokes, innuendos, or taunting in a sexual context; unwanted touching; leering; compromising invitations; displaying of pornographic or other offensive or derogatory pictures or material of a sexual nature; sexually degrading words used to describe a person or a group; derogatory or degrading words regarding gender or sexual orientation, or directed towards members of one sex or one's sexual orientation; sexual assault.

The Company and the Union recognize that harassment or sexual harassment is unacceptable behavior and will not be tolerated in the workplace. The Company has a Discrimination and Harassment Policy. Employees with questions may contact the vice-president, Human Resources. Collect calls will be accepted.

Group Benefit Plan



Great-West Life

your Benefits Solutions People

Canpar

Union Employees

Great-West Life is a leading Canadian life and health insurer. Great-West Life's financial security advisors work with our clients from coast to coast to help them secure their financial future. We provide a wide range of retirement savings and income plans; as well as life, disability and critical illness insurance for individuals and families. **As** a leading provider of employee benefits in Canada, we offer effective benefit solutions for large and small employee groups.

Great-West Life Online

Information and details on Great-West Life's corporate profile, our products and services, investor information, news releases and contact information can all be found at our website **<http://www.gwl.ca>**.

This booklet describes the principal features of the group benefit plan sponsored by your employer, but **Group Policy Nos. 154956 and 154957 and Plan Document No. 51923** issued by Great-West Life and **Group Policy No. ABT 10 16 26 issued by ACE INA** Insurance are the governing documents. If there are variations between the information in the booklet and the provisions of the policies and plan document, the policies and plan document will prevail.

This booklet contains important information and should be kept in a safe place known to you and your family.

The Plan is administered by



and

ACE INA Insurance

and arranged by

Baynes & White

Protecting Your Personal Information

At Great-West Life, we recognize and respect the importance of privacy. When you apply for coverage or benefits, we establish a confidential file of personal information. We limit access to personal information in your file to Great-West Life staff or persons authorized by Great-West Life who require it to perform their duties, to persons to whom you have granted access, and to persons authorized by law.

We use the personal information to administer the group benefit plan under which you are covered. This includes many tasks, such as:

- determining your eligibility for coverage under the plan
- enrolling you for coverage
- assessing your claims and providing you with payment
- managing your claims
- verifying and auditing eligibility and claims
- underwriting activities, such as determining the cost of the plan, and analyzing the design options of the plan
- preparing regulatory reports, such as tax slips

Your employer has an agreement with Great-West Life in which your employer has financial responsibility for some or all of the benefits in the plan and we process claims on your employer's behalf. We may exchange personal information with your health care providers, your plan administrator, other insurance or reinsurance companies, administrators of government benefits or other benefit programs, other organizations, or service providers working with us when necessary to administer the plan.

All claims under this plan are submitted through you as plan member. We may exchange personal information about claims with you and a person acting on your behalf when necessary to confirm eligibility and to mutually manage the claims.

The personal information in your file will be kept in the offices of Great-West Life or in the offices of an organization authorized by us. You may request to review or correct the personal information in your file. A request to review or correct your file should be made in writing and may be sent to any of Great-West Life's offices or to our head office at:

The Great-West Life Assurance Company
Attn: Group Compliance
P.O. Box 6000
Winnipeg, MB R3C 3A5

Claims submissions should not be sent to this address. Please use the address on the claim form or contact your plan administrator for details.

For more information about our privacy guidelines, please ask for Great-West Life's **Privacy Guidelines** brochure.

Liability for Benefits

Your employer has entered into an agreement with The Great-West Life Assurance Company whereby your employer will have full liability for Short Term Disability, Healthcare and Dental care benefits outlined in this booklet. This means your employer has agreed to fund these benefits and they are, therefore, uninsured. All claims will, however, be processed by Great-West Life.

Union Employees

You should contact GWL directly if you have any questions regarding your coverage details or your drug, health, dental or STD claims.

Quebec Employees please call:

1-800-663-2817

Between the hours of 8:00am and 5:00pm
Eastern Standard Time

800 de la Gauchetiere Street West
Montreal, Quebec H5A 1B9

All Other Employees please call:

1-800-263-5742

Between the hours of 8:00am and 7:00pm
Eastern Standard Time

255 Dufferin Avenue
London, Ontario N6A 4K1

TABLE OF CONTENTS

	Page
Benefit Summary	
Continuation of Benefit Coverage During Absence from Active Work	
Commencement and Termination of Coverage	
Dependent Coverage	
Employee Basic Life Insurance	
Optional Life Insurance	
Basic Accidental Death and Dismemberment Insurance Plan	
Short Term Disability (STD) Income Benefits	
Healthcare	
Dentalcare	
Coordination of Benefits	

Benefit Summary

This summary must be read together with the benefits described in this booklet.

Employee Basic Life Insurance	\$50,000
-------------------------------	----------

Optional Life Insurance	\$20,000
-------------------------	----------

**Basic Accidental Death And
Dismemberment Insurance Plan
(Principal Sum)**
(Underwritten by ACE INA Insurance) See Description

Short Term Disability Income Benefits

Waiting period

Injury	No waiting period
Disease	3 days

Benefits for disease will begin on the day you are hospitalized if:

- You are hospitalized for at least 18 hours prior to the last day of the waiting period, or
- You receive a general anaesthetic and are treated on an out-patient basis for elective surgery.

Benefits for disease will begin on the day the surgery is performed if:

- You receive non-elective day surgery.

Maximum Benefit Period	26 weeks Your Short Term Disability plan is responsible for the first 15 weeks and the last 11 weeks of benefits E.I. is responsible for weeks 16 to 30 . If you are not eligible for E.I. benefits you will receive payments up to a maximum of 26 weeks from Great-West Life
------------------------	---

Amount

Union Participants Earning Less Than \$120 per week	75% of your weekly earnings to a maximum benefit of \$80
--	---

Union Participants Earning
More Than \$120 per week

Employees disabled prior to
November 1, 2004

For the first week of
benefit payments

70% of your weekly earnings
to a maximum benefit equal
to the maximum weekly
payment under the

For subsequent weeks

Employment Insurance Act
70% of your weekly earnings
to a maximum benefit of \$475
or the maximum weekly
payment under the
Employment Insurance Act,
whichever is greater

Employees disabled on or
after November 1, 2004

For the first week of
benefit payments

70% of weekly earnings to a
maximum benefit of \$437.75
or the maximum weekly
payment set under the
Employment Insurance Act,
whichever is greater

For subsequent weeks

70% of weekly earnings to a
maximum benefit of \$489.25
or the maximum weekly
payment under the
Employment Insurance Act,
whichever is greater

Employees disabled on or
after November 1, 2005

For the first week of
benefit payments

70% of weekly earnings to a
maximum benefit of **\$450.88**
or the maximum weekly
payment set under the
Employment Insurance Act,
whichever is greater

For subsequent weeks

70% of weekly earnings to a
maximum benefit of **\$503.93**
or the maximum weekly
payment under the
Employment Insurance Act,
whichever is greater

Employees disabled on or
after November 1, **2006**

For the first week of
benefit payments

70% of weekly earnings to a
maximum benefit of **\$464.41**
or the maximum weekly
payment set under the
Employment Insurance Act,
whichever is greater

For subsequent weeks

70% of weekly earnings to a
maximum benefit of **\$519.05**
or the maximum weekly
payment under the
Employment Insurance Act,
whichever is greater

Employees disabled on or
after November 1, 2007

For the first week of
benefit payments

70% of weekly earnings to a
maximum benefit of **\$478.34**
or the maximum weekly
payment set under the
Employment Insurance Act,
whichever is greater

For subsequent weeks

70% of weekly earnings to a
maximum benefit of **\$534.02**
or the maximum weekly
payment under the
Employment Insurance Act,
whichever is greater

Employees disabled on or
after November 1, 2008

For the first week of
benefit payments

70% of weekly earnings to a
maximum benefit of **\$492.69**
or the maximum weekly
payment set under the
Employment Insurance Act,
whichever is greater

For subsequent weeks

70% of weekly earnings to a
maximum benefit of **\$550.66**
or the maximum weekly
payment under the
Employment Insurance Act,
whichever is greater

* Plus COLA, if applicable, (see Article 7 of the Collective Bargaining Agreement.)

Healthcare

Deductibles

Individual	\$25 each calendar year
Family	\$25 each calendar year

The individual and family deductibles do not apply to In-Canada Hospital expenses

Reimbursement Levels

Visual Training and Remedial Therapy	50%
In-Canada Hospital Expenses	100%
All Other Expenses	80%

Out-of-Pocket Maximum for Quebec Residents

An out-of-pocket maximum is applied to in-province expenses for drugs listed in the **Liste de médicaments** published by the **Régie de l'assurance-maladie du Québec** if you live in Quebec (provincial formulary drug expenses). If the sum of the non-reimbursable amounts you are required to pay for provincial formulary drug expenses incurred for you and your dependent children or for your spouse in a calendar year reaches the maximum out-of-pocket level established by law, the amount payable for provincial formulary drug expenses incurred for the same individuals for the rest of the calendar year will be adjusted as follows:

1. reimbursement will be made at 100%
2. no further out-of-pocket amounts will apply

The out-of-pocket maximum does not apply to drug expenses incurred outside Quebec

Basic Expense Maximums

Hospital Convalescent Hospital	Semi-private room \$20 per day to a maximum of 120 days per condition
Home Nursing Care	Included
In-Canada Prescription Drugs	Included
Smoking Cessation Products	\$200 lifetime or as otherwise required by law
Hearing Aids	\$500 every 5 years
Custom-fitted Orthopedic Shoes and Custom-made Foot Orthotics	\$400 each calendar year
Myoelectric Arms	\$10,000 per prosthesis
External Breast Prosthesis	1 every 2 calendar years
Surgical Brassieres	2 each calendar year
Mechanical or Hydraulic Patient Lifters	\$2,000 per lifter once every 5 years
Outdoor Wheelchair Ramps	\$2,000 lifetime
Blood-glucose Monitoring Machines	1 every 4 years
Transcutaneous Nerve Stimulators	\$700 lifetime
Extremity Pumps for Lymphedema	\$1,500 lifetime
Custom-made Compression Hose	2 pairs each calendar year
Wigs and Hairpieces for Cancer Patients	\$100 lifetime
Wigs and Hairpieces Required as a Result of Alopecia Totalis	\$250 lifetime

Paramedical Expense Maximums

Chiropractors	\$500 each calendar year, including \$25 for x-rays (paid after provincial reimbursement maximum has been reached)
Physiotherapists	\$500 each calendar year
Massage Therapists	\$500 each calendar year

NOTE: All paramedical expenses require a doctor's written referral
for the initial treatment

Visioncare Expense Maximums

Eye Examinations	1 every 12 months to a maximum of \$50 per visit
Glasses and Contact Lenses, and One Pair of Contact Lenses for Special Conditions	
- Dependent Children Under 18	\$300 every 12 months
- Any Other Person	\$300 every 24 months
Visual Training and Remedial Therapy	Included

Healthcare Maximum \$30,000 lifetime
If you live in Quebec, this maximum does not apply to in-Canada prescription drug expenses if the drug is listed in the **Liste de médicaments** published by the **Régie de l'assurance-maladie du Québec** in effect on the date of purchase.

Dentalcare

Payment Basis	The dental fee guide in effect in your province of residence 1 year prior to the date treatment is rendered, upgraded on November 1 each year. Example: From November 1, 2002 to October 31, 2003 the payment is based on the 2001 dental fee guide. From November 1, 2003 to October 31, 2004 the payment is based on the 2002 dental fee guide.
---------------	--

Deductibles

Individual	\$35 each calendar year
Family	\$35 each calendar year

The individual and family deductibles do not apply to Accidental Dental Injury expenses

Reimbursement Levels

Basic Coverage	100%
Major Coverage	50%
Orthodontic Coverage	50%
Accidental Dental Injury Coverage	80%

Plan Maximums

Accidental Dental Injury Treatment	\$2,500 lifetime
Anaesthetic Procedures	\$250 per visit
Orthodontic Treatment	\$2,000 lifetime
All Other Treatment	\$1,200 each calendar year

**CANPAR TRANSPORT L.P.
UNION EMPLOYEES
CONTINUATION OF BENEFIT COVERAGE DURING ABSENCE
FROM ACTIVE WORK**

Non Work Related Illness Or Injury

Dental Plan Coverage	3 months from date of absence
Drug/ Major Medical Coverage	6 months from date of absence
Basic Life Insurance Coverage	Coverage remains in force for the period of absence up to a maximum period of one year from date of absence. If the employee is Totally Disabled, he/she may apply to insurance carrier for continued coverage of \$50,000. until age 65 with no premiums required. If approval for continued coverage is denied by the carrier, coverage ceases.
Optional Life insurance Coverage	Coverage remains in force for the period of absence up to a Optional Accidental Death maximum period of one year from date of absence. If the Insurance employee is Totally Disabled, he/she may apply to insurance carrier for continued coverage in the same amount as was in force on the date of disability until age 65 with no premium required. If approval for continued coverage is denied by the carrier, coverage ceases.

Work Related Injury Or Illness

Province of Quebec	All benefits continue in effect for a period of 2 years from date of illness/ injury
All other Provinces	All benefits continue in effect for a period of 1 year from date of illness / injury. (Incl. BC & Alberta medical plan payments)

Layoff, Leave of Absence or Termination of Employment

Dental Plan, Drug/Major Medical Coverage & STD Coverage	Coverage ceases on the last day worked
Basic Life Insurance Coverage Optional Life Insurance Coverage Optional Accidental Death insurance	Coverage ceases on the last day of the month last worked by the employee

Maternity/Parental Leave

All benefits remain in effect for the period of the approved leave.

Notes: Basic Life Insurance, Dental, Drug and Major Medical premiums are employer paid. Optional life Insurance premiums are employee paid. This outline is a synopsis only and the terms of the benefit contract will prevail.

Death:

Healthcare and dental benefits for the dependants of a deceased employee on record with Human Resources at the time of death, will be extended for the earliest of either the date the spouse remarries or two years from the date of the employee's death.

COMMENCEMENT AND TERMINATION OF COVERAGE

If you work at least 20 hours per week on a regular basis you are eligible for benefits when you satisfy your probationary period of 50 days of cumulative service (400 compensated hours). Benefits then commence as follows:

- The day following the completion of your probationary period, with respect to Basic and Optional Life, and Basic Accidental Death and Dismemberment Insurance.
- The day following 60 days of continuous employment, with respect to Short Term Disability Income benefits.
- The day following 6 months of continuous employment, with respect to Healthcare and Dental care benefits.

Commencement of Your Coverage

You automatically become covered on your eligibility date, provided you have completed an application and are actively at work. If you are not actively at work on the date your coverage should commence, you will become covered when you return to work.

- You may waive health and dental coverage if you are already covered for these benefits under your spouse's plan. If your coverage under your spouse's plan terminates, you must apply for coverage under this plan no later than 31 days after termination. After 31 days, you must provide evidence of good health for you and your dependents before you can participate. Your dental benefits will be subject to certain restrictions.

- Increases in your benefits while you are covered by this plan will not become effective unless you are actively at work.
- Temporary and seasonal employees, and part-time employees who work less than 20 hours per week may not join the plan.

Your coverage for Basic and Optional Life and Long Term Disability terminates on the last day of the month in which your employment ends, or when you are no longer eligible, or the policy terminates, whichever is earliest. Your coverage for all other benefits terminates when your employment ends, you are no longer eligible, or the plan terminates, whichever is earliest.

- Your coverage will also terminate if you go on strike or are locked-out, unless there is a written agreement between you and your employer.
- For Quebec residents, if you go on strike or are locked-out, or experience other work stoppage, you will continue to be insured for 30 days for any benefit provision that provides drug coverage.
- Your dependents' coverage terminates when your coverage terminates or your dependent no longer qualifies, whichever is earlier.
- When your coverage terminates, you may be entitled to an extension of benefits under the plan. Your employer will provide you with details.

Survivor Benefits

If you die while your coverage is still in force, the health and dental benefits for your dependents will be continued for a period of 2 years or until they no longer qualify, whichever happens first.

DEPENDENT COVERAGE

Dependent means:

- Your spouse, legal or common-law.

A common-law spouse is a person who has been living with you in a conjugal relationship for at least 12 months or, if you are a Quebec resident, until the earlier birth or adoption of a child of the relationship.

- Your unmarried children under age 21, or under age 26 if they are full-time students.

Children under age 21 are not covered if they are working more than 30 hours a week, unless they are full-time students.

Children who are incapable of supporting themselves because of physical or mental disorder are covered without age limit if the disorder begins before they turn 21, or while they are students under 26, and the disorder has been continuous since that time.

EMPLOYEE BASIC LIFE INSURANCE

You may name a beneficiary for your life insurance and change that beneficiary at any time by completing a form available from your employer. On your death, your employer will explain the claim requirements to your beneficiary. Great-West Life will pay your life insurance benefits to your beneficiary.

- If you are under age 65 and have been disabled for 6 months or more, you may be entitled to have your life insurance continued without premium payment until you reach age 65. You are considered disabled if injury or disease prevents you from being gainfully employed in any job. Great-West Life will determine your qualification for waiver of premium benefits. If you believe you may be eligible, contact your employer for claim forms. You must apply for waiver of premium benefits within 12 months of becoming eligible.
- If any or all of your insurance terminates, you may be eligible to apply for an individual conversion policy without providing proof of your insurability. You must apply and pay the first premium no later than 31 days after your group insurance terminates. See your employer for details.

OPTIONAL LIFE INSURANCE

Optional Life Insurance allows you to choose additional coverage. Check the **Benefit Summary** for the amount of Optional Life Insurance available. When you apply for Optional Life Insurance, you must provide proof of your insurability, and your application must be approved by **Great-West Life**. If you die within **two** years after applying for Optional Life Insurance, **Great-West Life** has the right to verify any medical information you provided. If any inconsistencies are discovered, the claim will be denied and any premiums paid will be refunded.

You may name a beneficiary for your optional life insurance and change that beneficiary at any time by completing a form available from your employer. On your death, **Great-West Life** will pay your life insurance to your beneficiary. Your employer will explain the claim requirements.

- If you are approved for waiver of premium on your basic life insurance, your optional life insurance will also continue without premium payment as long as your basic life insurance continues but not beyond the date your optional insurance would otherwise terminate.
- If your optional life insurance terminates, you may be eligible to apply for an individual conversion policy without providing proof of your insurability. You must apply and pay the first premium no later than 31 days after your group insurance terminates. See your employer for details.
- Your optional life insurance terminates when you reach age 65.

Limitation

No benefit is paid for suicide within the first two years of initial or increased optional life coverage. In such a situation, **Great-West Life** refunds the premiums that have been received.

**BASIC ACCIDENTAL DEATH AND DISMEMBERMENT
INSURANCE PLAN**

**(Underwritten by ACE INA Life insurance)
Policy No: ABT 10 16 26**

Coverage

The plan offers you full 24-hour protection against accidents, on or off the job, on business-on vacation-at home, regardless of your health history.

Eligibility

All active, permanent, full-time Union Employees and Owner operators of the Policyholder, under age 65, who have completed the waiting period of 50 working days of cumulative service (400 compensated hours and work a minimum of 20 hours per week).

Benefit Amount

A flat amount of \$40,000.00.

In the event of your death, the Benefit Amount is payable to the beneficiary you have named under your Group Life Insurance Plan or in the absence of such designation, to your Estate.

Schedule Of Losses

Accidental Death & Dismemberment

If such injuries shall result in any one of the following specific losses within one year from the date of the accident, ACE INA Life Insurance will pay the percentage of the Benefit amount, based on the amount stated under the Benefit amount section, however, that not more than one (the largest) of such benefits shall be paid with respect to injuries resulting from one accident.

Percentage of Benefit Amount

Loss of Life	100%
Loss of Both Hands or Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Entire Sight of One Eye	100%
Loss of One Foot and Entire Sight of One Eye	100%
Loss of Speech and Hearing	100%
Loss of Use of Both Arms or Both Hands	100%
Quadriplegia	200%
Paraplegia	200%
Hemiplegia	200%
Loss of One Arm or One Leg	75%
Loss of Use of One Arm or One Leg	75%
Loss of One Hand or One Foot	66 2/3%
Loss of Entire Sight of One Eye	66 2/3%
Loss of Use of One Hand	66 2/3%
Loss of Speech or Hearing	66 2/3%
Loss of Thumb and Index Finger of Same Hand	33 1/3%
Loss of Four Fingers of Same Hand	33 1/3%
Loss of Hearing in One Ear	25%
Loss of All Toes of Same Foot	12 1/2%

“**Loss**” shall mean, with respect to hand or foot, actual severance through or above the wrist or ankle joint; with respect to arm or leg, actual severance through or above the elbow or knee joint; with respect to eye, the entire and irrecoverable **loss** of sight; with respect to speech, the total and irrecoverable **loss** of speech which does not allow audible communication in any degree; with respect to hearing, the total and irrecoverable **loss** of hearing which cannot be corrected by any hearing aid or device; with respect to thumb and index finger, the actual severance through or above the first phalange; with respect to fingers, the actual severance through or above the first phalange of all four fingers of the same hand; with regard to toes, the actual severance of both phalanges of all toes of the same foot.

“**Loss**” as used with reference to Quadriplegia (total paralysis of both upper and lower limbs), Paraplegia (total paralysis of both lower limbs), and Hemiplegia (total paralysis of upper and lower limbs of one side of the body), means the complete and irreversible paralysis of such limbs.

“**Loss of Use**” shall mean the total and irrecoverable **loss** of function of an arm, hand or leg, provided such **loss** of function is continuous for twelve consecutive months and such **loss** of function is thereafter determined on evidence satisfactory to **ACE INA** Life Insurance to be permanent.

Repatriation Benefit

When injuries covered by this plan result in a **loss** of life outside 150 km from your city of permanent residence or outside Canada and the **loss** of life occurs within 365 days from the date of the accident, **ACE INA** Life Insurance will pay the actual expense incurred for preparing the deceased for burial and shipment of the body to the city of residence of the deceased, but not to exceed \$10,000.00.

Rehabilitation Benefit

When injuries result in a payment being made by ACE INA Life Insurance under any benefit excluding the Loss of Life benefit, ACE INA Life Insurance will also pay the reasonable and necessary expenses actually incurred up to a limit of \$10,000.00 for special training provided:

- a) Such training is required because of such injuries and in order for you **to** become qualified **to** engage in an occupation in which you would not have been engaged except for such injuries;
- b) Expenses are to be incurred within two years from the date of the accident;
- c) No payment will be made for ordinary living, travelling, or clothing expenses.

Family Transportation Benefit

When injuries result in your confinement as an in-patient in a hospital outside 150 km from your city of permanent residence or outside Canada and requires personal attendance of a member of your immediate family as recommended by the attending physician, in writing, ACE INA Life Insurance will pay for the expense incurred by your family member, for the transportation by the most direct route by a licensed common carrier **to** you, while confined, but not to exceed an amount of \$10,000.00.

“Member of your immediate family” means your spouse, (legal or common-law), parents, grandparents, children, over age 18, brother or sister.

Spousal Occupational Training Benefit

When injuries to you result in a payment being made by **ACE INA** Life Insurance under the Loss of Life benefit, **ACE INA** Life Insurance will pay in addition, the expenses actually incurred, within 365 days from the date of the accident, by your spouse for a formal occupation training program for the purpose of specifically qualifying your spouse to gain active employment in an occupation for which your spouse would otherwise not have sufficient qualifications.

The maximum payable hereunder is \$10,000.00.

Home Alteration And Vehicle Modification Benefit

In the event you sustain an injury which results in a payment being made under the Schedule of Losses, excluding the Loss of Life Benefit, and such injury subsequently requires the use of a wheelchair to be ambulatory, **ACE INA** Life Insurance will pay the reasonable and necessary expenses actually incurred within 365 days from the date of the accident for:

- 1) The one-time cost of alterations to your principal residence to make it wheelchair accessible and habitable; and
- 2) The one-time cost of modifications necessary to a motor vehicle utilized by you to make the vehicle accessible or driveable for you.

Benefit payments herein will not be paid unless:

- i) Home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization, providing support and assistance to wheelchair users; and
- ii) Vehicle modifications are carried out by a person or persons with experience in such matters and modifications are approved by the provincial vehicle licensing authorities.

The maximum payable under both Items 1 and 2 will not exceed \$10,000.00.

Day Care Benefit

If you suffer a **loss** of life in a covered accident while the policy is in force, ACE **INA** Life Insurance will pay, in addition to all other benefits payable under the policy a "Day Care Benefit" equal to the reasonable and necessary expenses actually incurred, subject to the lesser of 5% of your Benefit amount or a maximum of \$5,000 per year, on behalf of your dependent child who is enrolled in a legally licensed Day Care centre on the date of the accident or who enrolls in a legally licensed Day Care centre within 365 days following the date of the accident.

The "Day Care Benefit" will be paid each year for 4 consecutive years, but only upon receipt of satisfactory proof that your child is enrolled in a legally licensed Day Care centre.

"Dependent Child" means either a legitimate or illegitimate child, adopted child, step-child or any child who is in a parent-child relationship with you and who is unmarried, twelve (12) years of age and under and dependent upon you for maintenance and support.

If at the time of the accident, there are no dependent children who qualify, ACE INA Life Insurance will pay an additional benefit of \$2,500.00 to the designated beneficiary.

Continuance Of Coverage

If you are (1) laid off on a temporary basis, (2) temporarily absent from work due to short-term disability, (3) on leave of absence, or (4) on maternity leave, coverage shall be extended for 12 months, subject to the payment of premiums.

If you assume other occupational duties during the leave or lay-off period, no benefits shall be payable for a **loss** occurring during the performance of such other occupation.

Seat Belt Benefit

In the event you sustain an injury which results in a payment being made under the Schedule of Losses, your Benefit amount will be increased by 10%, if, at the time of the accident, you were driving or riding in a Vehicle and wearing a properly fastened Seat Belt.

Due proof of Seat Belt use must be provided as part of the written proof of **loss**.

“Vehicle” means a private passenger car, station wagon, van, or jeep-type automobile.

“Seat Belt” means those belts that form a restraint system.

Conversion Privilege

On the date of termination of employment or during the 31-day period following termination of employment, you may convert your insurance to an individual insurance policy of **ACE INA** Life Insurance. The individual policy will be effective either as of the date that the application is received by **ACE INA** Life Insurance or on the date that coverage under the group policy ceases, whichever occurs later. The premium will be the same, as a person would ordinarily pay when applying for an individual policy at that time. Application for an individual policy may be made at any office of **ACE INA** Life Insurance. The amount of insurance benefit converted shall not exceed that amount issued during employment.

Waiver Of Premium

If you are under age 65 and become totally disabled* while you are insured under this plan and satisfactory evidence of your total disability is provided to **ACE INA** Life Insurance on an annual basis, payment of premium will be waived until the earlier of the following occurs:

- a) You return to active employment with your (employee) employer;
- b) You attain age 65;
- c) The master policy underwritten by ace ina life insurance is terminated.

Once you return to active employment with your employer, your coverage will continue only upon the commencement of premium payments.

*You will be considered totally disabled if you are unable to engage in any business or occupation and perform in any work for compensation or profit and has existed continuously for a period of at least 12 months or is in accordance with the waiver of premium requirements under the Policyholder's Group Life Insurance Policy.

Exclusions

The plan does not cover any **loss**, which is the result:

- 1) Intentionally self-inflicted injuries, suicide or any attempt thereof, while sane or insane;
- 2) War or any act thereof;

- 3) Flying in an aircraft owned or leased by your employer, yourself or a member of your household, or aircraft being used for any test or experimental purpose, firefighting, powerline inspection, pipeline inspection, aerial photography or exploration;
- 4) Full-time, active duty in the armed forces.
- 5) Flying as pilot or crew member in any aircraft or device for aerial navigation.

Exposure And Disappearance

Loss resulting from unavoidable exposure to the elements shall be covered to the extent of the benefits afforded you.

If your body has not been found within one year of disappearance, stranding, sinking or wrecking of the conveyance in which you were riding at the time of the accident, it shall be presumed, subject to all other conditions of this policy, that you suffered a **loss** of life resulting from bodily injuries sustained in an accident covered under this policy.

How To Claim

Note: In the event of a claim, notice of claim must be given to ACE INA Life Insurance within 30 days from the date of the accident and subsequent proof of claim must be submitted to ACE INA Life Insurance within 90 days from the date of the accident. A claim form can be obtained from the benefits administrator.

This brochure has been prepared in connection with a group plan underwritten by ACE INA Life Insurance, For ease of reference it contains a brief description only and does not mention every provision of the contract issued. Please remember that rights and obligations are determined in accordance with the contract and not this brochure. For the exact provisions applicable, please consult your Employer.

SHORT TERM DISABILITY (STD) INCOME BENEFITS

The plan provides you with regular income to replace income lost because of a disability due to disease or injury. Benefits begin after the waiting period is over and continue until you are no longer disabled or until the end of the benefit period, whichever comes first. Check the **Benefit Summary** for the benefit amount, waiting period and benefit period.

- STD benefits are payable after the waiting period if disease or injury prevents you from doing your own job. You are **not** considered disabled if you can perform a combination of duties that regularly took at least 60% of your time to complete.
- If you have not seen a physician before the end of the waiting period, benefits will not be payable until after your first visit to the physician.
- Separate periods of disability arising from the same disease or injury are considered to be one period of disability unless they are separated by at least 2 weeks of continuous work at the same number of hours per week as you regularly worked before the disability started.
- Because your employer contributes to the cost of STD coverage, benefits are taxable.

Other Income

Your STD benefit is reduced by other income you are entitled to receive while you are disabled. Other income includes:

- disability benefits you are entitled to on your own behalf under the Canada or Quebec Pension Plan, except for increases that take effect after the benefit period starts
- benefits under any Workers' Compensation Act or similar law
- benefits under a legislated automobile insurance plan where permitted by law

Earnings received from an approved rehabilitation plan are not used to reduce your STD benefit unless those earnings, together with your income from this plan and the other income listed above, would exceed your weekly earnings before you became disabled. If it does, your benefit is reduced by the excess amount.

Vocational Rehabilitation Benefits

Vocational rehabilitation involves part-time work with your employer that is intended to help you return to your job or other gainful employment with your employer on a full-time basis. A plan will be approved if it is appropriate for the expected duration of your disability and it facilitates your earliest possible return to work.

Limitations

No benefits are paid for:

- Any period in which you do not participate or cooperate in a prescribed plan of medical treatment appropriate for your condition.

Depending on the type and/or severity of the condition, you may be required to be under the care of a specialist. Benefits will only be paid if you are under the care of a legally licenced physician or surgeon.

If substance abuse contributes to your disability, the treatment program must include participation in a recognized substance withdrawal program.

- Any disability arising from any medical condition unless you are receiving appropriate treatment for such medical condition.
- Any period you refuse an alternate job offered by Canpar for which you are reasonably suited, unless the disability prevents you from performing the duties of the alternate job.
- Any period you are on suspension from your job for disciplinary reasons.
- Any period in which you are outside Canada or the United States.
- Disability arising from intentionally self-inflicted injury
- Disability resulting from committing or attempting to commit a criminal offence or provoke an assault
- Any period for which you are entitled to severance, termination pay, employment income or equivalent compensation from your employer

- Any period during which income replacement is payable or would have been payable had a satisfactory application been submitted under any government plan of Automobile Insurance which has been approved as an acceptable limitation under the Employment Insurance Act of Canada
- Any injury or sickness for which benefits are payable under any Worker's Compensation Act or similar law
- Any period during a strike or lock out
- The scheduled duration of a lay-off or leave of absence. If you become disabled while on leave of absence, the leave of absence will be deemed to end on the day before the date on which you are scheduled to return to work.

This does not apply to any portion of a period of maternity leave during which you are disabled due to pregnancy.

- Any period of employment, except in an approved rehabilitation plan.
- Any period after you fail to participate or cooperate in an approved rehabilitation plan.
- Any period after you fail to participate or cooperate in a recommended medical coordination program.

- Disability due to or associated with cosmetic treatment.
- Any period of confinement in a prison or similar institution.
- Disability arising from war, insurrection or voluntary participation in a riot.

How to Make a Claim

Claim Forms are available from your supervisor. This form must be completed in full and submitted immediately to Human Resources. Claims that are not submitted within 31 days after the commencement of disability will not be paid.

HEALTHCARE

A deductible may be applied before you are reimbursed. All expenses will be reimbursed at the level shown in the **Benefit Summary**. Benefits may be subject to plan maximums and frequency limits. Check the **Benefit Summary** for this information.

The plan covers the following services and supplies if they are not covered under your provincial government plan and provincial law permits the plan to cover them. All covered services and supplies must represent reasonable treatment. Treatment is considered reasonable if it is accepted by the Canadian medical profession, it is proven to be effective and it is of a form, intensity, frequency and duration essential to diagnosis or management of the disease or injury.

Covered Expenses

- Transportation by ambulance to the nearest centre where adequate treatment is available, from one hospital to another hospital, and from a hospital to your residence

Charges are also covered for the fare of one attendant to accompany you if transportation is not provided by a licensed ambulance service

- Semi-private room and board in a hospital in Canada

For out-of-province accommodation, any difference between the hospital's standard ward rate and the government authorized allowance in your home province is covered.

The plan also covers the hospital facility fee related to dental surgery and any out-of-province hospital out-patient charges not covered by the government health plan in your home province.

- Supplies prescribed by a physician or surgeon which are obtained from an out-patient department of a licensed hospital or a surgical supply company, while you are not confined to the hospital.
- Convalescent care for a condition that will significantly improve as a result of the care, follows a 5-day confinement for acute care and begins within 48 hours after your release from the acute care confinement.

Payment will not be made for more than 120 days in any continuous period of confinement. "Continuous periods of confinement" includes all periods not separated by more than 30 consecutive days for you, or by more than 180 consecutive days for your covered dependents.

- The government authorized co-payment for accommodation in a nursing home. Residences established primarily for senior citizens or which provide personal rather than medical care are not covered.
- Home nursing services of a registered nurse or registered nursing assistant who is not a member of your family, but only if the patient requires the specific skills of a trained nurse

You should apply for a pre-care assessment before home nursing begins

- Drugs and medicines which require the written prescription of a physician or dentist and are dispensed by a licensed pharmacist, as well as certain life-sustaining drugs, injectable drugs and syringes for self-administered injections, when provided in Canada. Benefits for drug expenses outside Canada are not covered.

For drugs eligible under a provincial drug plan, coverage is limited to the deductible amount and coinsurance you are required to pay under that plan.

- Rental or, at Great-West Life's discretion, purchase of certain medical supplies, appliances and prosthetic devices prescribed by a doctor
- Custom-made foot orthotics and custom fitted orthopedic shoes when:
 - prescribed by a physician, podiatrist or chiroprapist,
 - made from a plaster cast,
 - diagnosed as being necessary by a biomechanical examination,
 - made at a professional podiatry laboratory and
 - medically necessary for your regular daily living activities and not solely for recreation or sports.
- Hearing aids including repairs
- Diabetic supplies including insulin, syringes, Novolin pens, testing supplies and insulin infusion sets
- Blood-glucose monitoring machines
- Diagnostic x-rays and lab tests

- the following breathing equipment and supplies:
 - oxygen and the equipment needed for its administration,
 - continuous positive airway pressure machines,
 - C-Pap/Bi-Pap supplies, and
 - cushion masks, ultra mirage masks and nasal pillows.
- Out-of-hospital treatment of muscle and bone disorders, including diagnostic x-rays, by a licensed chiropractor
- Out-of-hospital treatment of movement disorders by a licensed physiotherapist
- Out-of-hospital services of a qualified massage therapist

Visioncare

- Eye examinations, including refractions, when they are performed by a licensed ophthalmologist or optometrist
- Glasses and contact lenses required to correct vision when provided by a licensed ophthalmologist, optometrist or optician
- Contact lenses which are prescribed because the regular surface of the lens of the eye (the cornea) is impaired in some way and visual acuity cannot be improved to at least the 20/40 level in the better eye with ordinary eyeglasses
- Visual training and remedial therapy required to correct faulty visual skills when performed by a licensed ophthalmologist or optometrist

- Diagnosis and treatment of accidental injury or disease to the eyes

Expenses listed above under Visioncare are covered only if they are recommended or approved by a legally licensed physician, surgeon, ophthalmologist or optometrist.

For information on available discounts on eyewear and vision care services, refer to the Preferred Vision Services section of this booklet.

Preferred Vision Services (PVS)

Preferred Vision Services (PVS) is a service provided by Great-West Life to its customers through Preferred Vision Services.

Preferred Vision Services (PVS) entitles you to a discount on a wide selection of quality eyewear and lens extras (scratch guarding, tints, etc.) when you purchase these items from a PVS network optician or optometrist. You are eligible to receive the PVS discount through the network whether or not you are enrolled for the healthcare coverage described in this booklet. You can use the PVS network as often as you wish to purchase eyewear for yourself and your dependents at a reduced cost.

Shopping for eyewear through PVS:

- Call the **PVS Information Hotline** at **1-800-668-6444** or visit the **PVS Web site** at **www.pvs.ca** for information about PVS locations and the program
- Arrange for a fitting or eye examination, if needed
- Present your group benefit plan identification card to identify your preferred status as a PVS member through **Great-West Life** at the time of purchase
- Select your eyewear and pay the reduced PVS price. If you have vision care coverage, obtain a receipt and submit it with a claim form to **Great-West Life** in the usual manner.

Limitations

Except to the extent otherwise required by law, no benefits are paid for:

- Expenses private plans are not permitted to cover by law
- Services or supplies you are entitled to without charge by law or for which a charge is made only because you have coverage under a plan
- The portion of the expense for services or supplies that is payable by the government health plan in your home province, whether or not you are actually covered under the government health plan
- Services or supplies that do not represent reasonable treatment
- Services or supplies associated with:
 - treatment performed only for cosmetic purposes
 - recreation or sports rather than with other daily living activities
 - the diagnosis or treatment of infertility
 - contraception, other than oral contraceptives
- Services or supplies not listed as covered expenses
- Extra medical supplies that are spares or alternates
- Services or supplies received outside Canada
- Services or supplies received out-of-province in Canada unless you are covered by the government health plan in your home province and benefits would have been paid under this plan for the same services or supplies if they had been received in your home province
- Expenses arising from war, insurrection, or voluntary participation in a riot

- Chronic care
- Chiropractic treatments for which a portion of the cost is payable under the Ontario Health Insurance Plan (OHIP). Benefits for these services are payable only after the maximum annual OHIP benefit has been paid
- Vision care services and supplies required by an employer as a condition of employment
- Any drug or item which does not have a drug identification number as defined by the Food and Drugs Act, Canada
- Proprietary or patent medicines registered under the Food and Drugs Act, Canada
- Homeopathic preparations, unless federal or provincial legislation requires a prescription for their sale
- Vaccines used to prevent disease
- Fertility drugs, whether or not prescribed for a medical reason
- Drugs used to treat erectile dysfunction

How to Make a Claim

- Obtain form M635D from your employer. Complete this form making sure it shows all required information.

Attach your receipts to the claim form and return it to the Great-West Life Benefit Payment Office as soon as possible, but no later than 15 months after you incur the expense.

DENTALCARE

A deductible may be applied before you are reimbursed. **All** expenses will be reimbursed at the level shown in the **Benefit Summary**. Benefits may be subject to plan maximums and frequency limits. Check the **Benefit Summary** for this information.

The plan covers reasonable and customary charges to the extent they do not exceed the dental fee guide level shown in the **Benefit Summary**.

Treatment Plan

- Before incurring any large dental expenses, or beginning any orthodontic treatment, ask your dentist to complete a treatment plan and submit it to the plan. The benefits payable will be calculated for the proposed treatment, **so** you will know in advance the approximate portion of the cost you will have to pay.

Basic Coverage

The following expenses will be covered:

- Diagnostic services including:
(*Note: Only 2 of the following services will be covered in any calendar year; limited oral examinations, limited periodontal examinations, polishing, scaling and topical application of fluoride)
 - one complete oral examination every 24 months
 - limited oral examinations twice each calendar year*
 - limited periodontal examinations twice each calendar year*
 - stomatognathic examinations
 - complete series of x-rays once every 36 months
 - a panoramic x-ray every 36 months

- intra-oral bitewing x-rays to a maximum of 4 films every 12 months
- intra-oral occlusal x-rays to a maximum of 4 films every 12 months
- intra-oral periapical x-rays, to a maximum of 16 films every 36 months
- biopsy of oral tissue
- Preventive services including:
 (*Note: Only 2 of the following services will be covered in any calendar year; limited oral examinations, limited periodontal examinations, polishing, scaling and topical application of fluoride)
 - polishing twice each calendar year*
 - scaling, limited to a maximum combined with periodontal root planing of 8 time units each calendar year*
 - topical application of fluoride for covered persons under 19 years of age, twice each calendar year*

A time unit is considered to be a 15-minute interval or any portion of a 15-minute interval

 - pit and fissure sealants, once per posterior tooth every 36 months
 - space maintainers including appliances for the control of harmful habits, for covered persons under 15 years of age
 - finishing restorations
 - interproximal diskling
 - recontouring of teeth

- Minor restorative services including:
 - caries, trauma, and pain control other than trauma control, only when placed on a separate date from the final restoration
 - amalgam and tooth-coloured fillings. Replacement fillings are covered only if the existing filling is at least 2 years old or the existing filling was not covered under this plan
 - retentive pins and prefabricated posts for fillings
 - prefabricated stainless steel, plastic and polycarbonate crowns once every 36 months for dependent children under the age of 15
 - tooth-coloured and veneer applications. Replacement applications are covered only if the existing application is at least 2 years old
- Endodontics. Root canal therapy if a pulpotomy or pulpectomy has been performed in the previous 30 days.
- Periodontal services including:
 - root planing, limited to a maximum combined with preventive scaling of 8 time units each calendar year
 - occlusal adjustment and equilibration, limited to a combined maximum of 4 time units each calendar year
 - repair, maintenance and adjustments of periodontal appliances, limited to a maximum of 4 units in any calendar year

A time unit is considered to be a 15-minute interval or any portion of a 15-minute interval

 - periodontal appliances including impressions and insertion, limited to a maximum of one appliance per arch every 24 months

- temporomandibular joint appliances including repairs maintenance and adjustments
- myofascial pain syndrome appliances and maintenance
- non-surgical service including application of displacement services, management of oral infections and desensitization
- post surgical treatment per dressing change
- o Denture maintenance including:
 - denture relines or rebases once every 36 months, after the 3-month post-insertion period
 - tissue conditioning once every 36 months, after the 3-month post-insertion period
 - denture adjustments, after the 3-month post-insertion period
 - denture repairs and additions
- Oral surgery services including:
 - alveoplasty
 - gingivoplasty and stomatoplasty
 - vestibuloplasty
- o Adjunctive services including anesthesia required in relation to covered services. The amount payable will not be reduced when anesthesia is **also** required in conjunction with other services.

Major Coverage

- Crowns. Coverage for crowns on molars is limited to the cost of metal crowns. Coverage for complicated crowns is limited to the cost of standard crowns
- Onlays, inlays and veneers. Coverage for tooth-coloured onlays or inlays on molars is limited to the cost of metal

Replacement crowns, onlays, inlays and veneers are covered when the existing restoration is at least 5 years old and cannot be made serviceable

- Standard complete dentures, standard cast or acrylic partial dentures or complete and partial overdentures or bridgework when required to replace one or more teeth extracted while the person is covered. Overdentures and bridgework are covered only when standard complete or partial dentures are not viable treatment options. Coverage for tooth-coloured retainers and pontics on molars is limited to the cost of metal retainers and pontics. Replacement appliances are covered only when:

- the existing appliance is a covered temporary appliance
- the existing appliance is at least 5 years old and cannot be made serviceable. If the existing appliance is less than 5 years old, a replacement will still be covered if the existing appliance becomes unserviceable while the person is covered and as a result of the placement of an initial opposing appliance or the extraction of additional teeth.

If additional teeth are extracted but the existing appliance can be made serviceable, coverage is limited to the replacement of the additional teeth

- Denture-related surgical services for remodelling and recontouring oral tissues
- Bridgework maintenance following the 3-month post-insertion period including:
 - repairs to covered bridgework
 - removal and recementation of bridgework

Orthodontic Treatment

- Correction of malposed teeth for dependent children who are between 6 and 18 when treatment starts including patient motivation

Accidental Dental Injury Coverage

- Treatment of injury to sound natural teeth. Treatment must start within 60 days after the accident unless delayed by a medical condition

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

Limitations

No benefits are paid for:

- Duplicate x-rays, radiopaque dyes, extra oral x-rays, sialography x-rays, postero-anterior and lateral skull and facial bone x-rays and microbiological x-rays
- Interpretation of x-rays
- Custom fluoride appliances, any oral hygiene instruction and nutritional counselling
- Caries tests, cytological tests, lab reports or interpretation of models from another source
- The following minor restorative services - removal of previously placed posts, trauma control, coping crowns and perforations
- Certain endodontic services as listed in the plan document
- The following periodontal services - topical application of antimicrobial agents, subgingival periodontal irrigation, charges for periodontal re-evaluations, distal wedge, splinting, periodontal abscess and periocoronitis, management of oral infections, graft procedures and appliance repairs
- Certain oral surgery services as listed in the plan document
- Hypnosis or acupuncture
- Palliative treatment
- Emergency services not in fee guide
- Local anesthesia and equipment and supplies by a separate anesthetist

- e Local anesthesia not in conjunction with operative or surgical procedures
- Intramuscular injections
- Therapeutic injections
- Recontouring existing crowns, and staining porcelain
- Acrylic, composite, ¾ metal and compomer crowns
- Crowns made to an existing partial denture clasp
- Metal, acrylic or plastic transfer copings
- Recementation or removal of crowns, onlays, inlays or veneers
- Crowns, onlays, inlays or veneers if the tooth could have been restored using other procedures. If crowns, onlays or inlays are provided, benefits will be based on coverage for fillings
- Denture remakes
- Resetting of denture teeth
- Resilient liners
- Bridge pontics and retainers
- Maxillofacial and stent prosthesis
- Bridge repairs including replacement of broken prefabricated attachable facings, fixed bridge removal over three units, recementation repairs over three units, repairs to fractured porcelain or metal pontics with telescoping type crown and plastic or acrylic fixed bridge retainers

- Fixed prosthetics services including abutment preparation under existing partial denture clasp, telescoping crown units, splinting and pontic provisional coverage
- Master cast techniques
- Overdentures or initial bridgework if provided when standard complete or partial dentures would have been a viable treatment option.

If overdentures are provided, coverage will be limited to standard complete dentures.

If initial bridgework is provided, coverage will be limited to a standard cast partial denture and restoration of abutment teeth when required for purposes other than bridgework

If additional bridgework is performed in the same arch within 60 months, coverage will be limited to the addition of teeth to a denture and restoration of abutment teeth when required for purposes other than bridgework

Benefits will be limited to standard dentures or bridgework when equilibrated and gnathological dentures, dentures with stress breaker, precision and semi-precision attachments, dentures with swing lock connectors, partial overdentures and dentures and bridgework related to implants are provided

- Expenses covered under another group plan's extension of benefits provision
- Accidental dental injury expenses for treatment performed more than 12 months after the accident, denture repair or replacement, or any orthodontic services
- Expenses private plans are not permitted to cover by law

- Services and supplies the person is entitled to without charge by law or for which a charge is made only because the person has coverage
- Services or supplies that do not represent reasonable treatment
- Treatment performed for cosmetic purposes only
- Congenital defects or developmental malformations in people 19 years of age or over
- Temporomandibular joint disorders (except appliances, repairs maintenance and adjustments) vertical dimension correction or myofascial pain (except Myofascial Pain Syndrome appliances)
- Replacement of lost, stolen or mislaid appliances and prosthetic devices
- Expenses arising from war, insurrection, or voluntary participation in a riot

How to Make a Claim

Obtain form M445D from your employer. Have your dentist complete the form and return it to the Great-West Life Benefit Payment Office as soon as possible, but no later than 15 months after the dental treatment.

COORDINATION OF BENEFITS

- Benefits for you or a dependent will be directly reduced by any amount payable under a government plan. If you or a dependent are entitled to benefits for the same expenses under another group plan or as both an employee and dependent under this plan or as a dependent of both parents under this plan, benefits will be co-ordinated so that the total benefits from all plans will not exceed expenses.
- You and your spouse should first submit your own claims through your own group plan. Claims for dependent children should be submitted to the plan of the parent who has the earlier birth date in the calendar year (the year of birth is not considered). If you are separated or divorced, the plan which will pay benefits for your children will be determined in the following order:
 1. the plan of the parent with custody of the child;
 2. the plan of the spouse of the parent with custody of the child;
 3. the plan of the parent without custody of the child;
 4. the plan of the spouse of the parent without custody of the child

You may submit a claim to the plan of the other spouse for any amount which is not paid by the first plan.