

SOURCE	Comp.		
EFF.	97	01	01
TERM.	2001	12	31
No. OF EMPLOYEES	220		
NOMBRE D'EMPLOYÉS	220		

**1997 - 2001  
COLLECTIVE AGREEMENT**

**SULLIVAN GRAI INC., CANADA**

&

**GRAPHIC COMMUNICATIONS INTERNATIONAL  
UNION LOCAL 425-C,  
NIAGARA PENINSULA**

11020(01)

**1997 - 2001  
COLLECTIVE AGREEMENT**

**BETWEEN**

**SULLIVAN GRAPHICS INC., CANADA**

**AND**

**GRAPHIC COMMUNICATIONS INTERNATIONAL UNION  
LOCAL 425-C, NIAGARA PENINSULA**

**I N D E X**

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THIS AGREEMENT ENTERED INTO THIS 1ST. DAY OF JANUARY, 1997

**B E T W E E N :**

**SULLIVAN GRAPHICS INC., CANADA**  
(Hereinafter referred to as the "Company")

**-and-**

**GRAPHIC COMMUNICATIONS INTERNATIONAL UNION**  
**LOCAL 425-C, NIAGARA PENINSULA**  
(Hereinafter referred to as the "Union")

### **ARTICLE I - PURPOSE**

- 1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and the Union and the employees covered by this Agreement; to provide machinery for the prompt disposition of grievances and the negotiated working conditions set out herein. The Union recognizes that the business in which the Company is engaged is highly competitive and that the Company must be able to maintain an efficient operation and continually improve itself in a strong, competitive market and the Union agrees to support the Company in attaining these objectives.
- 1.02** Where the singular is used throughout the articles within this Agreement, it is agreed that the plural is an acceptable substitute wherever the plural is applicable.

### **ARTICLE II - RECOGNITION**

- 2.01** The Company recognizes the Union as the bargaining agent of all regular full-time employees of the Company in the Regional Municipality of Niagara, save and except supervisors, persons above the rank of supervisor, office, sales staff, Flexo technician, Offset technician, mechanical supervisor, electrical supervisor, C.S.R. assistant, film co-ordinator, temporary employees, students hired during the school vacation period, and students hired as part of a co-operative training program with a university or college.

### **ARTICLE III - UNION SECURITY**

**3.1** The parties hereto agree that:

- (a) all present employees who are members of the Union shall continue to be members of the Union by having their regular monthly Union dues deducted in accordance with the provisions of Article 3.02 hereof, and that all present employees who are not members of the Union shall be required to make application for membership in the Union and shall

have an amount equal to regular monthly Union dues deducted from their pay and remitted, to the Union in accordance with Article 3.02 hereof.

- (b) Each employee hired after the date of this Agreement shall have an amount equal to regular monthly Union dues deducted from his or her pay and remitted to the Union in accordance with Article 3.02 hereof. Dues will be prorated on a weekly basis for new employees who have not completed a full month. Upon successful completion of the probationary period set out in Article 10.01 hereof, each such employee shall be required to make application for membership in the Union and have membership and initiation fees as set out by the local Union as well as regular monthly Union dues deducted in accordance with the provisions of Article 3.02 of this Agreement.

**3.02** The Company agrees to deduct the regular monthly Union dues from the employee's first pay of the month and forward such deductions to the Financial Secretary of the Union by cheque each month not later than the last day of the month in which such deductions are made.

**3.03** The Union agrees to indemnify and save the Company harm-less against any and all claims or other forms of liability that may arise out of, or by reason of, the provisions of this Article III.

#### **ARTICLE IV - MANAGEMENT RIGHTS**

**4.1** Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its' Management and may be exercised by Management as it, in its discretion, sees fit.

Without limiting the generality of the foregoing, the Company's rights shall include:

- (a) the right: to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations, policies and practices, to be observed by its' employees; to discipline and discharge employees in accordance with Article VII of this Agreement.
- (b) the right: to select and hire the working force and employees; to transfer, assign, promote, demote, schedule and classify employees, and to retire employees; to plan, direct and control its' operations; to select and retain employees for positions excluded from the bargaining unit; to transfer employees into or out of the bargaining unit; to operate and manage the enterprise in all respects in order to satisfy its' commitments and objectives.
- (c) the right to determine: the location and extent of its' operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be done; the products to be manufactured, merchandised and sold; the standards of performance; whether to perform or contract for goods and services; the schedules of work; the methods, processes and means of performing work; job content and requirements; the qualifications of employees; the use of improved or changed methods and equipment; the number of employees needed by the Company at any time and how many shall work in any job, machine, production line or crew; the number of hours to be worked; starting and quitting time; methods to be used to ensure security of the Company's property, and generally, the right to manage the enterprise and its' business without interference are solely and exclusively the right of the Company.

#### **ARTICLE V - NO STRIKES OR LOCKOUTS**

**5.01** Neither the Union nor any employee shall take part in or call or encourage any strike, picketing, sitdown, slowdown, or any suspension of or stoppage of or interference with work or production which shall in any way affect the operations of the Company and there shall be no sympathy

strikes, and the Company agrees that it will not engage in any lockout during the term of this Agreement.

- 5.02** Any employee who participates in any of the foregoing conduct will have their employment and seniority terminated.
- 5.03** The word "strike" and the word "lockout" shall be deemed to have the meaning given these words in the Ontario Labour Relations Act.

## **ARTICLE VI - I PROCEDURE**

- 6.01** The Company and the Union agree that the specifically designated grievance procedure shall be properly followed within the time limits provided. Whenever the term "grievance procedure" is used in this Agreement it shall be considered as including the arbitration procedure.

- 6.02** "Grievance" shall mean a complaint or claim concerning the discipline or discharge of a seniority employee, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

**6.03**                   **Step No. 1 (Verbal Complaint)**

No employee shall have a grievance until the employee has discussed their complaint with their Supervisor. If the Supervisor does not settle the matter to the employee's satisfaction, the employee may proceed to Step #2 of the grievance procedure by filing a written grievance. The Company shall be under no obligation to consider or process a verbal complaint unless it has been made within ten (10) days from the time the circumstances upon which the complaint is based were known or should have been known by the grievor. The Supervisor shall respond to the verbal complaint within five (5) days.

**6.04**                   **Step No. 2**

An employee's grievance must be submitted in writing to their Supervisor within twelve (12) days of receipt of the Supervisor's response at Step No. 1. The written grievance shall set out the facts and issues giving rise to the grievance, the article or articles of the Collective Agreement allegedly violated and the remedy desired. The grievance shall be signed by the grievor and the grievor's Steward and dated. If a meeting is held at this step, the persons in attendance will include the grievor and Steward, the grievor's Supervisor and the Department Manager. The Supervisor will respond to the written grievance within seven (7) days of receipt of such grievance or of the meeting, if a meeting is held, and the giving of such answer will terminate Step No. 2.

**Step No. 3**

If the grievance is not settled at Step No. 2, the grievance must be moved to Step No. #3 within five (5) days after the receipt of the Step No. 2 decision, but not thereafter, by being presented to the Department Manager within the aforesaid five (5) days. If a meeting is held at this step, the persons in attendance will be the Steward and/or Chief Shop Steward and a Union Representative, together with the Department Manager, Manager of Human Resources, and Senior Management. Such meeting will be arranged at a mutually agreed time. Either party may require the attendance of the grievor. The Manager of Human Resources will give a written reply by the end of the fifth (5th) working day following the receipt of the grievance by the Department Manager, or of the meeting, if a meeting was held, and the giving of such answer will terminate Step No. 3.

**Step No. 4**

In the event the grievance is not settled at Step No. 3, the party having carriage of the grievance may request arbitration of the grievance by giving notice in writing to the other party within such ten (10) days from the delivery of the decision at Step No. 3, but not thereafter. If a request for arbitration is not so given within such ten (10) day period, the decision at Step No. 3 shall be final

and binding upon both parties to this Agreement and upon any employee affected thereby. A board of arbitration shall be established upon the request of either party to this Agreement, except that if both parties agree, then a single arbitrator will be appointed.

**Board of Arbitration** - Upon such request being made the parties to this Agreement shall forthwith each appoint one (1) member to the Board of Arbitration and the two (2) members shall select a third person as chairperson. If the two members fail to select a third person within (7) days of the appointment of the last of them, or if either party fails to name a member to the Board of Arbitration, the chairperson shall be selected by the Minister of Labour for Ontario at the request of either party hereto. The Board of Arbitration thus formed shall hear the matter and issue a decision, and such decision shall be final and binding upon the parties hereto and upon any employee affected thereby. The decision of the majority shall be the decision of the Board of Arbitration and if there is no majority decision, the decision of the chairperson shall be the decision of the Board.

**Single Arbitrator** - Where the parties agree to the use of a sole arbitrator, the party giving notice shall, in such notice, submit a list of names acceptable to it to act as sole arbitrator. The party receiving the notice shall accept one of the suggested names within one (1) week of the receipt of the notice. If none of the names on the list are acceptable, the party receiving the notice shall respond with its' own list of names. If the parties are unable to agree to an arbitrator within seven (7) days of this response, the parties will then request the Minister of Labour for the Province of Ontario to assist them in selecting an arbitrator, pursuant to Section 48 of the Labour Relations Act, 1995.

- 6.05** The arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee or employees affected by it.
- 6.06** The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement or to add to, alter, modify or amend any part of this Agreement, or to adjudicate any matter not specifically assigned to him by the notice to arbitrate.
- 6.07** Each party hereto shall bear its' own costs of and incidental to any such arbitration proceeding. The fees and charges of the arbitrator or chairperson of the Board of Arbitration shall be borne equally by the parties except that neither party is obliged to pay any part of a stenographic transcript without its' express consent. The arbitrator or chairperson of the Board of Arbitration will have the right to award costs to either party in the event the matter before the arbitrator or chairperson is deemed frivolous or vexatious in nature.
- 6.08** Where the Union fails to advance a grievance to the next step within the applicable time limits, the grievance shall be deemed to be withdrawn, Where the Company fails to provide a response within the applicable time limits, the grievance shall automatically advance to the next step of the grievance procedure. The parties may agree to extend time limits provided they do so in writing.

**6.09 Union Policy or Company Grievance**

A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing, within five (5) days from the time the circumstances upon which the grievance is based were known or should have been known by the grieving party. A meeting between the Company and the Union shall be held within five (5) days of the presentation of the written grievance. Such meeting shall take place within the frame-work of Step No. 2 of the foregoing grievance procedure. The Company or the Union, as the case may be, shall give its' written decision within five (5) days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within ten (10) days of the delivery of such written decision and Step No. 3 of this Agreement shall be followed.

The provisions of this Article 6.09 shall not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves have instituted and the provisions of Article 6.08 shall not be bypassed.

- 10** A grievance which has been disposed of pursuant to the grievance provisions of this Agreement shall not again be made the subject matter of a grievance. A grievor shall have the right to withdraw their grievance at any stage of the proceedings.

#### **6.11 Group Grievance**

Where more than one (1) employee has exactly the same grievance arising out of exactly the same set of facts or circumstances which occurred at the same time, a group grievance shall be filed. A group grievance may be filed by listing all such employees in the grievance at Step No. 2 and signed by one or more of the grievors, as well as a Shop Steward. If requested by the Company only one (1) of such employees listed shall be present at the grievance meeting. Such group grievance shall then be processed within the framework of the grievance procedure.

### **ARTICLE VII - LARGE**

- 7.01** The discharge of an employee who has not completed their probationary period, hereinafter referred to as a "probationary employee" shall be at the sole discretion of the Company providing the decision is not arbitrary, discriminatory, or in bad faith, and shall not be subject to the grievance procedure, or arbitration.
- 7.02** The discipline or discharge of an employee who has completed their probationary period, hereinafter referred to as a "seniority employee" shall be subject to being grieved by such employee in accordance with the provisions hereof provided such employee feels they have been discharged without proper cause.
- 7.03** A claim by a seniority employee that they have been discharged without proper cause shall be treated as a grievance and shall commence at Step No. 2 of Article 6.04 provided a written grievance signed by the employee and the employee's Steward is presented to the Human Resources Manager within five (5) days after the discharge.

### **ARTICLE VIII - UNION REPRESENTATIVES**

- 8.01** For the purpose of negotiating a renewal of this Agreement, the Company agrees to recognize a Negotiating Committee which will be comprised of not more than four (4) employees from the bargaining unit, no more than one (1) of whom shall be from any one (1) department.
- 8.02** The Company acknowledges the right of the Union to elect one (1) Shop Steward from each of A, B, C and D shifts for the purpose of representing employees in the handling of grievances. One of such Shop Stewards shall be elected as Chief Steward. A Shop Steward who is working an off-shift shall be subject to be called in to a meeting to expedite the processing of a grievance. In order for an employee to be eligible to be a Steward the employee must have successfully completed their probationary period. No floor representatives shall leave their work to investigate a dispute or grievance without the express permission of their supervisor.
- 8.03** The Union shall notify the Company in writing of the names of Stewards and the Company shall not be required to recognize any such personnel until it has been so informed.

### **ARTICLE IX - NEW EQUIPMENT**

- 9.1** If, during the life of this Agreement, the Company introduces new equipment or processes, the Company agrees to provide the Union President or his designate at least fourteen (14) calendar days notice of such change. "New equipment" shall be interpreted as the introduction of equipment that is significantly different from existing equipment, or significantly alters existing work processes. In the event of such introduction, the Company shall provide the Union President with the following information:

- ◆ the nature of the new equipment or process
- ◆ the approximate date the Company intends to introduce the new equipment or process
- ◆ the possible impact such introduction may have on the workforce, and
- ◆ if appropriate, the proposed rate of pay for classifications required by the new equipment or process

Upon receipt of the Company's notice, the Union will have fourteen (14) calendar days to request a meeting with the Company to negotiate where appropriate rates of pay relative to the new equipment or process.

If the parties are unable to agree on the rate(s) of pay within fifteen (15) days following their meeting, the matter may be referred by either party directly to arbitration as described in Section VI and modified by article 9:02.

- 9.02** The jurisdiction of the arbitrator shall be limited to determining whether the new equipment is subject to the provisions of this article and to determining wages in respect to such new equipment which would result in major changes in job responsibilities.

If the parties are unable to reach an agreement upon the rate of pay for the classification required by the new equipment, the parties shall prepare and sign a joint Request for Arbitration containing the "Final Offer" of each party. Neither party shall amend its Final Offer thereafter and it is each party's Final Offer as set out in the Request for Arbitration which shall be placed before the arbitrator.

The arbitrator's jurisdiction will be limited to hearing both parties submissions, and selecting the Final Offer that is most appropriate in all of the circumstances.

- 9.03** The new wages, when adopted, shall be retroactive to the date the new equipment went into full-time operation.
- 9.04** The time limits set out in this article and Section VI may be extended by mutual agreement.

## **ARTICLE X - SENIORITY**

- 10.01** An employee shall not have any seniority, and shall be considered as a probationary employee until the employee has worked for the Company for a period of thirteen (13) weeks within a consecutive twenty-six (26) week period. During such probationary period the probationary employee will have no seniority rights other than those granted under Article VI, as modified by Article VII of the Collective Agreement. Upon completion of the probationary period an employee's seniority will be back-dated to the date of hire. From the date of this Agreement onward, in the case of more than one (1) employee attaining seniority on the same day, such employees shall be placed on the seniority list in alphabetical order.

### **10.2 Transfers to Positions Beyond the Scope of this Agreement**

The following provisions apply to a bargaining unit employee who is transferred by the Company to a position beyond the scope of this Agreement:

- (i) The employee may, at the discretion of the Company, be returned to the bargaining unit within a period of one (1) year from the date of such transfer, and
- (ii) If so returned to the bargaining unit, shall be granted seniority equal to the seniority lost at the time of transfer to the non-bargaining unit position plus the time, up to one (1) year, served in such non-bargaining unit position.
- iii) In the event an employee at the Company's discretion is returned to the bargaining unit, the employee will be responsible through a schedule of payroll deductions to pay additional Union



dues equivalent to the amount the employee would have paid had the employee never left the bargaining unit, or for a period of one year, whichever is less.

### **10.03** Promotions to Regular Full-Time Bargaining Unit Positions

In all cases of promotion to full-time vacancies within the bargaining unit which the Company desires to fill, the following factors shall be considered:

- (a) seniority;
- (b) skill, efficiency, productivity and versatility;
- (c) fitness and reliability.

Where the qualifications in factors (b) and (c) are relatively equal in the judgment of the Company, seniority shall govern, subject to grievance.

"Promotion" as used in this Agreement shall be deemed to mean a regular full-time transfer to a job classification carrying a higher rate of pay or range of rates than prevails in the job classification in which the employee is employed.

The term "regular full-time bargaining unit position" as used herein means a position that is expected to last more than six (6) months.

During the posting period the Company may temporarily fill the vacancy as it sees fit. In order to be eligible to apply the applicant must be qualified to perform the job in accordance with the Company's quality and production standards, or if not, the applicant must have performed satisfactorily in the immediately prior position in line of progression. The Company will consider applications and apply the foregoing provisions of this Article 10.03.

The Company agrees to advertise regular full-time vacancies that occur within the bargaining unit save and except those in Pre-press Lead Hand, Bindery Co-ordinator and P.I.C. positions for a period of ten (10) calendar days. Employees who are on vacation during the entire posting period may make application for the vacant position within three (3) days of the end of their vacation. This does not apply to employees who take additional time off through leaves of absence, illness, switching of shifts or other similar occurrences. Upon request, the Company will furnish the Chief Steward with the names of those employees who are absent from work during the posting period. During the posting period the Company may temporarily fill the vacancy as it sees fit. In order to be eligible to apply the applicant must be qualified to perform the job in accordance with the Company's quality and production standards, or if not, the applicant has performed satisfactorily in the immediately prior position in line of progression, or in their current position as the case may be. The Company will consider applications and apply the foregoing provisions of this Article 10.03.

### **10.04** Exception to Job Posting

The Company has the right to appoint Lead Hands and PICs or any position beyond the scope of this Agreement, or discontinue such appointments. The decision to appoint and the persons to be so appointed and the decision to discontinue such person or such appointment shall be in the sole discretion of the Company and shall not be subject to the job posting procedure.

**10.05** An employee selected by the Employer to fill a vacancy as per Article 10.03 will be allowed a three month probationary period in which to satisfactorily perform the new job. Employees who fail to satisfactorily perform duties of the new job, including the ability to roll up a position on a press crew, will be returned to their previous classification. Employees who are unsuccessful in completing their probationary period will be excluded from applying to a similar position for a period of one (1) year from the date they were removed from the posted position. The three month probationary period may be extended by mutual agreement by the Company and the Union.

- 10.06** An employee must work twenty-four (**24**) hours in their assigned occupation during the regular payroll week in order for that week to be counted towards their progression period, or their new employee probationary period, or their new job probationary period as the case may be.
- 10.07** Progression and or probationary periods for employees who have posted to new job classifications will be extended by an amount of time equal to the time the employee is absent from the newly bid occupation. If an employee is absent from the new occupation for a period of four (**4**) weeks or longer and has completed seven (7) weeks or less of the thirteen (13) week probationary period, the probationary period will be started again.

## **ARTICLE XI - LAY-OFF AND RECALL**

### **11.01 Definitions**

- (a) "Temporary lay-off" is defined as a lay-off of seven (7) days or less.
- (b) "Short-term lay-off" is defined as a lay-off of eight (**8**) days or more but not more than thirty (30) days.
- (c) "Long-term lay-off" is defined as a lay-off of thirty-one (31) days or more.

**11.02** A seniority employee who is subject to a temporary lay-off shall exercise seniority within their department, on the shift that the employee is working, i.e. A, B, C, or D as the case may be, by displacing an employee who has less seniority in a lower-paid job classification, provided such senior employee has satisfactorily performed such job for the Company for at least thirteen (13) weeks at some time. Notwithstanding the foregoing, in the Flexo Department and in the Offset Department only, the First press person shall not be subject to being bumped. An employee bumped from their department or shift under this Article **11.02** shall be laid off from the plant.

**11.03** An employee subject to a short-term lay-off shall exercise their seniority as follows, provided the employee is qualified to perform the work required:

Firstly - within the employee's Department, by displacing an employee in a lower-paid job classification provided such senior employee has satisfactorily performed such job for the Company for at least three (3) months at some time;  
 Thereafter - within another Department in the plant, by displacing an employee in an equal or lower-paid job classification provided such senior employee has satisfactorily performed such job for the Company for at least three (3) months at some time. In the press departments only (Flexo and Offset), an employee who has exhausted their bumping rights within their department shall bump from one delivery position to another, without having previously held the position for three (3) months. If there is no such job, such employee shall be laid off.

If, as a result of this article, only the employees in the classifications listed below remain on their shift, and if they continue to perform their regular job duties, their rate of pay will not be reduced. This applies to the following classifications: Pre-press Lead, Bindery Co-ordinator, Bindery Person in Charge.

**11.04** In case of a long term lay-off, the procedure set out in Article 11:03 above will apply except that once an employee is no longer able to bump within their department, the employee shall bump within another department in the plant by displacing an employee in an equal or lower paid job classification provided such senior employee has satisfactorily performed such job for the Company for at least thirteen (13) weeks at some time. If, through passage of time, the senior employee is no longer fully qualified, the employee will be provided with a reasonable amount of re-training. The amount of re-training which is reasonable in the circumstances shall be determined by Management.

In the press departments (Flexo and Offset) only, an employee may bump from one delivery

position to another without having previously held the position for thirteen (13) weeks.

**11.05** Notwithstanding anything contained in this Article XI, in a temporary lay-off as defined in Article 11.01(a) or a short-term lay-off as defined in Article 11.01(b), **Pre-press** Lead Hands, Bindery Co-ordinators and Bindery PICs (Person In Charge) shall not be subject to being bumped from their crew by another employee.

**11.06 Recall From Lay-Off**

When a job becomes available for less than one calendar week (Monday - Sunday or Sunday - Saturday) in a department from which employees are laid off, the most senior employee who normally works in that department who is laid off from the plant will be recalled to that job provided the employee is qualified to perform the job.

When a job becomes available for one calendar week, or more, as defined above, the most senior employee laid off from that department, whether working in another department or laid off from the plant, will be recalled to that job, provided the employee is qualified to perform the job. It is understood that in cases where the Company has received little or no notice of a vacancy lasting one calendar week or longer, they will endeavour to fill the vacancy in the manner described above as soon as practicable. When work becomes available in that department on a regular full time basis and no one is on lay off from the department, the job will be posted.

If a vacation occurs in the press departments (Flexo and Offset) during a short-term or long term lay-off, the senior employee in the department and on the crew who normally performs the position or has performed the duties of the position for at least three (3) months will fill the vacancy.

**11.07** In cases of temporary work becoming available, employees who have been on lay-off will be offered such temporary work in order of seniority before the Company uses temporary personnel, subject to the following:

- (a) Such persons must have committed in writing that they will come in when called,
- (b) No call-in pay or overtime pay will be paid for such temporary work,
- (c) The employee shall be paid at the rate in the progression applicable to the amount of time he has worked on such job.

**11:08 Notice of Lay-Off**

In the case of short term lay-off, the Company shall give employees affected by such lay-off twenty-four (24) hours notice prior to the start of the lay-off.

In the case of a planned long term lay-off the Company shall give employees affected by such lay-off three (3) days notice prior to the start of the lay-off.

The notice periods described above will not be applicable in situations where the cause of the lay-off is beyond the control of Sullivan Graphics Canada.

When an employee who is given such notice uses their seniority to displace another employee, the original notice given shall be deemed to be notice to the employee who is laid off from the plant. The notice of lay-off provided for herein need not be given to an employee who is ready to return to work after being on Workers' Compensation, sickness and accident or other leave of absence unless such employee has given their supervisor more than five (5) days' notice of the date of their intended return to work.

**11.09 Loss of Seniority and Employment**

A seniority employee shall lose their seniority standing and employment and the employee's name

shall be removed from the seniority list for any of the reasons set out hereinafter. The **loss** of employment set out herein is deemed to be a specific penalty under Section 44(9) of the Ontario Labour Relations Act.

- (a) If the employee quits the employ of the Company;
- (b) If the employee is discharged for proper cause and is not reinstated;
- (c) If an employee who is recalled to work after a lay-off fails to notify the Company within one (1) day that they accept the recall or fail to return to work within five (5) days after being telephoned or notice of recall has been sent by registered mail, delivery or courier, to the last address that the Human Resources Office has in its' files for the employee. It is the responsibility of an employee to ensure that the Company's employment files contain the employee's correct name, address, telephone number and social insurance number, or if the employee is not going to be reachable at the foregoing address or telephone number, an address or telephone number at which the employee can be reached. If the employee fails to do so, the Company will be relieved of any obligation to the employee not fulfilled because of such failure. An employee who is not able to return to work on the designated date shall lose their right to that specific recall and the Company may recall the next eligible employee. However, if such employee was not able to return to work on the designated date as a result of a bona fide, verified illness or accident, such employee will have the right to exercise their seniority to displace the person who was recalled in the employee's place when they were not able to return to work on the designated date, when the employee provides evidence satisfactory to the Company that the employee has fully recovered and is in a fit condition to return to work and perform the work required.
- (d) If the employee overstays a permitted leave of absence or vacation without securing extension of such leave of absence or vacation from the Human Resources Manager
- (e) If the employee is absent from the employee's duties for three (3) consecutive days without permission.
- (f) In the event of the employee not performing work for the Company for a period of one (1) year.

#### **11.10 Seniority List**

The Company will post a seniority list on bulletin boards and will revise such list semi-annually. No grievance shall be raised with respect to such list or its' accuracy more than thirty (30) calendar days after the list has been posted.

- 11.11** In the event the Company and Union agree to extend the one (1) year time limit as described in Article 11:09 (f) as a result of an employee's impending return to work from sickness or injury, the employee will not continue to accrue seniority past the one (1) year time limit.

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

- 12.01** The provisions of this Article XII are not to be interpreted as a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules but shall serve to assist the parties in the computation of regular pay and overtime pay.

If the Company decides to change work schedules, the Company will notify the Union and employees of the intended change and will, upon request of the Union, meet to discuss the matter. Notwithstanding the foregoing, schedules of the following are subject to change without

notice: quality assurance, maintenance, bindery, truck drivers and all bargaining unit clerks.

- 12.02 (i)** An employee working an eight (8) hour shift will receive two (2) paid break periods of fifteen (15) minutes each and a twenty (20) minute lunch period.
- (ii)** An employee working a twelve (12) hour shift will receive three (3) paid break periods of fifteen (15) minutes each and a twenty (20) minute lunch period.
- (iii)** The break periods and lunch periods referred to in this Article 12.02 may be staggered so that work continues during such period. Where work continues through an employee's lunch period, (e.g. Pressroom, Maintenance), such lunch period will be paid. No other employee's lunch period will be paid unless the employee is directed by supervision to work through such lunch period.

**12.03 Overtime**

- (a)** For employees working an eight (8) hour shift the following will apply:
- (i)** Work performed in excess of eight (8) straight time hours in the day or forty (40) straight time hours in the week shall be considered overtime and paid at time and one-half (1-1/2) the employee's straight time rate of pay.
- (ii)** Work performed on Sunday will be paid at two (2) times the employee's straight time rate of pay provided the employee has worked forty (40) straight time hours during the week.
- (iii)** Overtime will be paid for each full, fifteen (15) minute period worked.
- (iv)** No overtime will be paid without the express written authorization or consent of the employee's Supervisor.
- (b)** For employees working a twelve (12) hour shift the following will apply:
- (i)** If the employee is scheduled to work a three (3) day work week the employee will be paid time and one-half (1-1/2) the employee's straight time rate for hours worked in excess of twelve (12) straight time hours in the day and for hours worked in excess of thirty-six (36) straight time hours in the week.
- (ii)** If the employee is scheduled to work a four (4) day work week the employee will be paid time and one-half (1-1/2) the employee's straight time rate for hours worked in excess of twelve (12) straight time hours in the day and thirty-six (36) straight time hours in the week.
- (iii)** Overtime will be paid for each full, fifteen (15) minute period worked. No overtime will be paid without the express written authorization or consent of the employee's foreman.
- 12:03 (c)** The method for determining pay calculations for an employee who has worked in both an eight (8) hour and twelve (12) hour shift department in the same pay period will be decided based on the majority of shift type the employee worked that week. In the event an even number of twelve (12) and eight (8) hour shifts are worked, the pay calculation will be determined by the type of shift the department the employee is currently assigned to normally works.
- 12:03 (d)** Employees who work a full week in an eight hour shift department, and the following week work in a twelve hour shift department will have the Sunday considered as the first day of the week for the twelve (12) hour shift segment when determining overtime pay.
- 12:03 (e)** When an overtime situation is created as described in 12:03(a) or (b), the employee will

be paid the premium rate as required in 12:03(a) or (b) for the unscheduled time worked, and at the rate of pay for the occupation the employee worked in, regardless of the employee's regular occupation. This article will also apply to employees who, as a result of a lay-off, work in departments other than their own.

**12.04** There shall be no duplication of overtime payment nor compounding of overtime and any other premium.

**12.05** The parties hereto agree with the principle that overtime should be distributed equitably among qualified employees who normally and regularly perform the dominant portion of the work required, without favoritism, subject to the following:

- (i) In the press room overtime will be distributed equitably within the crews of the press, consistent with sound business practice when unscheduled single day absences within the regular crew occur.

In the press departments only (Flexo and Offset), if overtime becomes available in one department and the other department's same shift has been called off, the overtime opportunity will first be offered to those employees who have been called off for that shift in the manner described below in Article 12:05(ii). If no employees on the called off shift have signed the overtime list, Article 12:05(ii) will be observed. Those employees who enter their name on the overtime list and then refuse the overtime opportunity, will be considered to have called off work.

- (ii) In every department there shall be a weekly list upon which employees commit themselves to overtime which they are prepared to work. Overtime will be offered to those employees in the department in which the overtime is required in rotation in order of seniority in accordance with the foregoing principles. When the Company excuses an employee from overtime work offered to him, the employee will be considered to have worked the overtime for the purpose of this Article 12:05. In the event the Company overlooks an entitled employee in making work, crew or overtime assignment, such employee shall not be entitled to money payment for such missed assignment, but shall be entitled to preference in a future overtime assignment or assignments in order for the employee to make up the lost work opportunity. This language will not apply to employees who are laid-off and are missed during a recall.
- (iii) Whenever an overtime opportunity is worked in the press room, the supervisor shall fill in the position worked and the name of the person who worked it on the manning schedule.

**12.06** Call-In

When an employee is required to wear a beeper and has punched out and has left Company property and is then called in by the Company to do work for which the employee has had no prior notice the employee shall be compensated as follows:

- (i) The employee shall be paid four (4) hours of straight-time pay for that week whether called in or not. However, if the employee is in fact called in, such four (4) hours pay shall be applied to the first call-in for which the employee shall receive the foregoing four (4) hours of straight-time pay or such four (4) hours pay shall be applied to actual time worked during such first call-in at the appropriate rate for such actual hours worked if such is greater than the four (4) hours at straight-time pay.
- (ii) Each call-in thereafter the employee shall receive a minimum of four (4) hours straight-time pay or shall be paid the appropriate rate for all hours actually worked, whichever is greater.

**12.07** When an employee who is not required to wear a beeper has punched out and has left the Company property and is then called in by the Company to do work for which the employee has

no prior notice, the employee shall receive a minimum of four (4) hours straight time pay or shall be paid the appropriate rate for all hours actually worked, whichever is greater.

- (i) If a call-in occurs in the maintenance department between the hours of midnight and 5 a.m. the employee called in will be allowed to start his regular shift at a later time, equal to the time spent during the call-in, without affecting his regular shift pay. If an employee who has been called in between the hours of midnight and 5:00 a.m. elects not to work his regular shift following the call-in, he will not receive any regular shift pay.
- (ii) If a call-in occurs in the maintenance department after 5 a.m., the employee will stay to join his regular shift, but can leave earlier, equal to the time worked prior to his regular shift, and still get full shift pay plus the overtime premium for the time worked prior to his regular shift.

### **ARTICLE XIII - SAFETY AND HEALTH**

- 13.01** The Union agrees to co-operate with the Company in its' endeavour towards improving working conditions by such means as education of employees on safety, working habits, increasing the morale of the employees and obtaining good housekeeping within the plant.
- 13.02** The Company and the Union recognize the need for a safe working environment. Therefore, a joint Health and Safety Committee is established in accordance with the provisions of the Occupational Health & Safety Act of Ontario. The Union shall be entitled to appoint two (2) employees to the Health and Safety Committee. The Health and Safety Committee shall carry out its' duties in accordance with the provisions of the Occupational Health & Safety Act of Ontario.
- 13.03** Each employee is required to use or wear equipment or protective devices necessary to protect themselves from injury or hazardous conditions. Employees shall report any suspected health or safety hazard to the employees' Supervisor.
- 13.04** The Company will post signs warning of unsafe noise levels in the plant and will continue the practice of providing hearing protection equipment for employees working in those designated areas and the current practice with respect to cost sharing of certain such equipment shall continue. It is agreed and understood that delivery persons in the Flexo departments and all classifications with the exception of the delivery person in the Offset department shall wear both earplugs and muffs in order to provide proper hearing protection.
- 13.05** **Safety Footwear**
- (a) Approved footwear must meet the following standards:
    - For General Plant and Maintenance - CSA Grade No. 1 (Green tag, six or eight inch leather boot)
    - For all other departments - CSA Grade No. 1 (Green Tag, choice of shoe or boot)
  - (b) All employees must wear approved footwear when they are in the plant.
  - (c) The Company will pay up to seventy dollars (\$70.00) in each calendar year towards the purchase of approved footwear for one (1) pair of such footwear for a seniority employee. Effective January 1, 1999 the safety shoe allowance will be increased to seventy-five dollars (\$75.00). Effective January 1, 2001 the safety shoe allowance will be increased to eight dollars (\$80.00). The footwear may be purchased in one of two ways:
    - i) From a shoe truck at the plant parking lot The driver/ salesperson will submit the bill for payment to the Company. Any cost over seventy dollars (\$70.00) in 1997, seventy-five

dollars (\$75.00) in 1999 and eighty dollars (\$80.00) in 2001 will be deducted through payroll on the next paycheque.

ii) From any local shoe outlet The employee will submit the original receipt of purchase (with no other purchases shown on the receipt), to the Human Resources office, to receive an allowance up to seventy dollars (\$70.00) in 1997, seventy-five dollars (\$75.00) in 1999 and eighty dollars (\$80.00) in 2001, on their next pay-cheque.

### **13.06 Uniforms**

The current practice of providing employees with five (5) uniforms over a two (2) week cycle will continue during the term of operation of this Agreement. Employees who are not in office/ clerical type occupations may, at their discretion, order five (5) T-shirts through the Company every 24 months. Employees who choose this option will not be permitted to use/order uniform shirts for a period of 24 months from the date of receipt of the ordered T-shirts. Defacing or otherwise altering uniforms, including T-shirts, is a breach of Company rules. T-shirts may only be ordered during the first week of May each year. Employees not wearing their uniforms while at work will be subject to disciplinary action. When an employee leaves the employ of the Company the employee must turn in all uniforms; if an employee fails to do so, the Company has the right to deduct the cost of the uniforms not turned in from wages due and owing the employee.

## **ARTICLE XIV - LEAVE OF ABSENCE**

**14.01** "Leave of absence" shall mean an absence from work requested by an employee in writing and consented to by the Company in writing. All requests for personal leave of absence shall be made to the Human Resources Manager in writing by the employee concerned and the letter shall indicate in full the reason for requesting the leave of absence. Any leave granted shall be in writing covering a specific period of time. Granting or withholding of a leave of absence shall be in the sole discretion of the Company and shall be without pay or any other form of compensation other than four (4) weeks of premiums to be paid with respect to benefits set out in Article XXIII hereof. The employee shall not work in any other position during such leave of absence unless agreed to by the Company in writing.

### **14.02 Maternity Leave**

Maternity leave shall be in accordance with the Employment Standards Act of Ontario.

### **14.03 Leave for Union Business**

The Company will grant leave of absence without pay to not more than two (2) delegated Union members to attend Union conventions or conferences provided the Company is given reasonable notice when the request is made. Not more than one (1) person from a shift will be allowed leave at the same time. No person granted leave of absence pursuant to the provisions of this Article 14:03 shall be absent for more than one (1) week nor shall all persons granted leave pursuant to this Article be granted more than an aggregate of twenty-one (21) days leave per calendar year.

### **14.04 Disability Leave**

An employee who because of illness or injury requires absence from work shall furnish evidence of such illness or injury, which may include examination by a Company-appointed physician if requested by the Company.

The employee shall furnish supplementary medical evidence of disability from time to time as requested by the Company. Failure or refusal to furnish such evidence of disability or to attend for a medical examination will result in the termination of the employee's employment and seniority.



Before any employee on disability leave may return to work the employee must satisfy the Company that they are fit and able to perform the work required, which may include a note from the Company doctor.

- 14.05 Modified Duties** - Employees who are injured while at work and seek medical attention for said injury will notify the treating physician of the availability of modified work at the plant. The injured employee will return a completed Treatment Memorandum form to their supervisor or the supervisor on duty upon their return from the treating physician.

## **ARTICLE XV - TEMPORARY TRANSFERS**

- 15.01** An employee who is temporarily transferred to a different job classification shall be paid as follows:
- (a) If the transfer is for the convenience of the Company, and if the rate of pay in the classification to which the employee is transferred is less than the employee's regular rate of pay, the employee shall receive their regular rate of pay;
  - (b) If the transfer is for the convenience of the employee, or for any reason other than exercising their seniority to avoid a lay-off, the employee shall receive the Tier 2 rate of whatever classification the employee enters. In the event an employee exercises their seniority to avoid a lay-off the employee will continue to receive the Tier 1 rate of whatever classification the employee enters.
  - (c) If the transfer is to a higher-rated classification, the employee will receive the higher rate of pay in the employee's own tier, except if the employee is in a job classification in which there is a wage progression. In that case, the employee shall, if the employee has not completed the progression, receive a premium of fifty cents (\$.50) an hour. If the employee has completed the progression and is at the top rate for such progression, the employee shall, when transferred to a higher-rated job, receive the higher rate of pay of the job in the employee's own tier to which the employee is transferred. When a bargaining unit employee is temporarily transferred to act as a relief Supervisor the employee shall receive a premium of fifty cents (\$.50) per hour for each hour so worked in addition to the employee's regular rate of pay.
  - (d) Employees who are temporarily transferred to act as a relief Supervisor and normally work twelve (12) hour shifts, will be paid on the basis of an eight (8) hour shift if they were scheduled for a three day week, or twelve (12) hour shift if they were scheduled for a four (4) day week. Shift premiums are excluded in this calculation.

## **ARTICLE XVI -**

### **16.01 Collective Agreement Copies**

The parties hereto agree that each employee should receive a copy of the Collective Agreement and the parties hereto agree to share the cost of printing the Agreement on a fifty/fifty (50/50) basis.

**16.02 Bulletin Board**

The Company will provide a locked bulletin board for the use of the Union for posting of notices of Union meetings or other matters of interest to the employees but shall not include political material. The bulletin board key will be kept in the Human Resources Department. All such notices must be signed by the proper officer of the Union and submitted to the Manager of Human Resources for approval before being posted. Such notice shall be removed after being posted for thirty (30) calendar days.

**16.03 New Job Classification**

When the Company establishes a new job classification coming within the scope of this Agreement the Company shall provide the Union president, or his designate, notice of the new job classification, and the proposed rate of pay for the proposed classification. Upon receipt of the Company's notice, the Union will have fourteen (**14**) calendar days to request a meeting with the Company to discuss the proposed rate of pay for the new classification. If the parties are unable to agree to a rate within fifteen (**15**) days following the meeting, the matter may be referred by either party directly to arbitration as described in Section VI and modified by article 16:04.

**16.04** The jurisdiction of the arbitrator will be limited to determining the rate of pay for the new classification.

If the parties are unable to reach agreement upon the rate of pay for the new classification, the parties shall prepare and sign a joint Request for Arbitration containing the "Final Offer" of **each** party. Neither party shall amend its Final Offer thereafter and it is each party's Final Offer as set out in the Request for Arbitration which shall be placed before the arbitrator.

The arbitrator's jurisdiction will be limited to hearing both parties submissions, and selecting the Final Offer that is most appropriate in all of the circumstances.

**16.05** The new wages, when adopted, shall be retroactive to the date the new classification became effective.

**16.06** The time limits set out in this article and Section **VI** may be extended by mutual agreement.

**ARTICLE XVII - DESIGNATED HOLIDAYS**

**17.01** The following days shall be observed as designated holidays:

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

**17.02** An employee who has completed their probationary period shall receive holiday pay at their regular straight time rate of pay exclusive of premiums for the number of straight time hours which, but for the holiday, the employee would have been normally scheduled. Regularly scheduled hours worked in your home department on a designated holiday will be counted for the purpose of determining eligibility for premium pay.

**17.03** In order to be eligible for payment for such holiday pay the employee **must** work their last full

regularly scheduled shift immediately before the holiday and their first full regularly scheduled shift immediately after the holiday. Employees who are in receipt of weekly indemnity, or Workers' Compensation benefits and as a result have not worked their immediate regularly scheduled shifts before and after a holiday will receive holiday pay during their first six months absence from work.

- 17.04** An employee who is required to work on any of the holidays listed in Article 17.01 hereof shall be paid for each such hour worked on such holiday at the rate of one and one-half (1-1/2) times his regular straight time rate of pay, and in addition shall receive the holiday pay provided for herein.
- 17.05** Where a designated holiday falls on a non-working day for an employee or during their vacation, the employee shall receive the holiday pay provided for herein but shall not receive another day off as a designated holiday.
- 17.06** Where an employee is employed in a continuous operation and works on a designated holiday the employee shall be paid at the rate of time and one-half (1-1/2) their rate of pay for each hour worked, and where the employee qualifies hereunder for the holiday with pay, the employee shall be paid their regular wages in addition, but shall not receive another day off as a designated holiday.
- 17.07** If work is required to be performed on a holiday, but the entire department is not needed, the higher seniority employees will have the choice of whether to work or not, providing that the remaining employees may competently perform the work required. This article applies to all departments except the press departments.

### **TICLE XVIII - PERSONAL DAYS**

- 18.01** Personal days are to be used in accordance with the provisions of this Article XVIII, for sick days or personal business days. Personal days used for sick days following or preceding a designated holiday, will not qualify the employee for the holiday pay. To receive these days off other than for sickness, the Department Supervisor must be notified no later than the Monday preceding the week the request is for. When the Supervisor is not so informed the employee will not be paid for the day. The granting of such personal days will be at the Supervisor's discretion taking into consideration the Department or plant's ability to maintain an efficient workforce. The pay for a personal day is straight time at the person's base rate, exclusive of any premiums. Personal days earned in a payroll year are to be taken in the next payroll year. Payroll year is defined as per Article 19.01. Personal days are not accumulative from year to year. Personal days are not considered as hours worked in the calculation of premium pay.
- 18.02** Employees Working Eight (8) Hour Shifts  
An employee working an eight (8) hour shift schedule will receive one (1) eight (8) hour personal day for each three (3) continuous months worked in the previous year, not to exceed four (4) personal days in any given year. For the purpose of this clause only, absences for any reason, of twenty-one (21) consecutive calendar days or more will be interpreted as breaking continuous months worked.
- 18.03** Employees Working Twelve (12) Hour Shifts  
An employee working a twelve (12) hour shift schedule will receive one twelve (12) hour personal day for each four (4) continuous months worked in the previous year, not to exceed three (3) personal days in any given year. For the purposes of this clause only, absences, for any reason, of twenty-one (21) consecutive calendar days or more will be interpreted as breaking continuous months worked.

### **ARTICLE XIX - VACATION WITH PAY**

- 19.01** For the purposes of this Article XIX, the anniversary date of the employee's last date of hire is the qualifying date for determining vacation entitlement. Vacation payment is calculated as a percentage of earnings exclusive of vacation pay accumulated during the previous payroll year.

"Payroll year" is defined as the 52 weeks in the previous year used for payroll purposes. Every seventh year, the payroll year will consist of 53 weeks.

- 19.01 (a)** If an employee fails to work their full scheduled shift immediately before or after their vacation, the employee will be required to forfeit a personal day without pay for each scheduled day not worked. In the event the employee does not have any or enough personal days left in the current year, they will be forfeited from the following year. If an employee provides documentation suitable to the Company which verifies they missed work for reasons beyond their control, a personal day may be used at the employee's discretion.
- 19.02 (a)** An employee with one **(1)** year of continuous service, but less than five (5) full years of continuous service as of the anniversary date of their date of hire will receive two (2) weeks vacation with pay equivalent to four percent **(4%)** of their earnings exclusive of vacation pay in the previous payroll year.
- (b)** An employee with five (5) years of continuous service, but less than ten (10) full years of continuous service as of the anniversary date of their date of hire will receive three (3) weeks vacation with pay equivalent to six percent **(6%)** of their earnings exclusive of vacation pay in the previous payroll year.
- (c)** An employee with ten (10) years or more of continuous service as of the anniversary date of their date of hire will receive four **(4)** weeks vacation with pay equivalent to eight percent **(8%)** of their earnings exclusive of vacation pay in the previous payroll year.
- 19.03** All allotted vacation time must be taken during the calendar year of entitlement. Pay in lieu of vacation is not allowed except where an employee has given up part of their scheduled vacation at Management's request, or has been unable to commence such scheduled vacation due to serious accident or illness, and there is not enough time left in the calendar year for it to be rescheduled. The exception with reference to serious illness or accident does not apply to an illness or accident which occurs after the employee has commenced such vacation. In such case the employee shall receive vacation pay for such unused vacation time. Vacations may not be taken one **(1)** day at a time.
- 19.04** The following departments will have their own separate vacation schedules:
- Offset
  - Flexo
  - Paper Handling
  - Bindery
  - Shipping
  - Mechanical Maintenance
  - Electrical Maintenance
  - Pre-Press
  - General Plant
  - Quality Assurance
  - Unionized Clerks
- 19.05** Supervisory personnel will not be included on the departmental vacation schedule.
- 19.06** Vacation preference will be based on plant seniority.
- 19.07** An employee must select their vacation within two (2) scheduled working days or the employee will be moved to the bottom of the selection list. Employees with three (3) or more weeks vacation will select their first two (2) weeks of vacation on their first pass at the vacation schedule. Once all employees have selected their initial two (2) weeks, the procedure will repeat itself, with employees selecting the balance of their outstanding vacation.

Eligible employees may take more than two (2) consecutive weeks of vacation as long as they

follow the foregoing vacation selection procedure.

- 19.08** Departments other than Pressroom which operate on twelve (12) hour shifts will have two (2) vacation schedules. One schedule for "A" and "B" shifts, the second for "C" and "D" shifts.
- 19.09** Departments which have twelve (12) and eight (8) hour shift employees will have the eight (8) hour shift employees included on the twelve (12) hour shift vacation schedule.
- 19.10** Effective the 1992 vacation year, due to the number of employees in the Offset and Flexo Departments, vacation schedules will be broken down one step further to crews i.e. "D" shift will have two (2) vacation schedules - one for Offset and one for Flexo. With the exception of the month of November, two Flexo department employees may take vacation.
- 19.11** Vacations for eight (8) hour shift employees will run from Monday to Monday. Vacations for twelve (12) hour shift employees will run from Sunday to Sunday. Employees may arrange to trade shifts with other employees in order to have the Sunday off, if they work a twelve (12) hour shift schedule. Employee shift changes must be approved in advance by supervision, and must not incur any additional overtime.
- Example: "A" crew is scheduled to work Friday, Saturday and Sunday. If you want the Sunday off in conjunction with your vacation, you would have to find a competent individual from either "C" or "D" crew to work your Sunday shift, and you in turn will work their Tuesday shift. This example can be applied to any other day of the week as long as overtime pay is not incurred.
- 19.12** PIC's and AC's who work on the same press may not take vacation at the same time.
- 19.13** The back-ups for Department Supervisor may not pick the same weeks of vacation as the Supervisor.
- 19.14** Vacation planners will be posted November 1st of each year
- 19.15** The position of unionized clerk shall be backed up or filled by another unionized clerk when vacations occur. In the interim period while a unionized clerk is being trained to be a back-up, or in an emergency situation, the Company may use a non-unionized employee.

## **ARTICLE XX - BEREAVEMENT LEAVE**

- 20.01** When death occurs in a seniority employee's immediate family, i.e. husband, wife, child, parent, brother, sister, mother or father of his or her current husband or wife, the employee, on request, will be excused for a period not to exceed three (3) consecutive days, or such fewer days as the employee may be absent, immediately following the date of death up to and including the day of the funeral.
- 20.02** When death occurs to the grandparent or grandchild of a seniority employee, the employee will be granted a bereavement leave of one (1) day on the day of the funeral.
- 20.03** Pay shall be at the employee's base rate of pay, exclusive of any premiums for the number of regular straight time hours that the employee was scheduled to work during such day. Notwithstanding anything contained herein no employee shall receive pay for any day upon which such employee would not otherwise have worked.
- 20.04** The employee's Supervisor must be notified as soon as possible.

## **ARTICLE XXI - JURY DUTY**

- 21.01** Each seniority employee who is summoned to and reports for jury duty as prescribed by applicable law shall be paid by the Company the difference between such employee's regular

base rate exclusive of premiums for the number of hours that the employee otherwise would have been scheduled to work and the daily mileage reimbursement paid by the court. In order to receive payment under this section, an employee must meet all of the following eligibility requirements:

- a) The employee shall have given at least one (1) week's notice to their Department Supervisor that the employee has been summoned for jury duty;
- b) The employee shall provide the Company with a "Certificate of Jurors Attendance" as evidence that jury duty was attended on the days for which the employee claims payment;
- c) The employee would otherwise have been scheduled to work for the Company on the day or days for which the employee claims payment.

### **ICL XXII - PENSION RETIREMENT FUND**

**22.01** The current Pension Retirement Fund which is in effect shall be continued for the life of this Agreement except that in the first full pay period in 1997 the weekly contribution per employee shall be increased from fifteen dollars (\$15.00) to sixteen dollars (\$16.00), and all seniority employees shall be required to contribute one dollar (\$1.00) per week; in the first full pay period of 1998 from sixteen dollars (\$16.00) to seventeen dollars (\$17.00) and employee contributions from one dollar (\$1.00) to two dollars (\$2.00). In the first full pay periods of 1999 and 2000 both the Company's and the employees' contributions will increase by one dollar (\$1.00) in each year. Effective the first full pay period in 2001 the Company's contribution will increase from nineteen dollars (\$19.00) to twenty-one (\$21.00) per week, and the employees' contribution will increase from four dollars (\$4.00) to six dollars (\$6.00) per week.

**22.01 (a)** In all cases, the pension plan document shall be controlling in all matters pertaining to qualification of employees for benefits thereunder, and in all matters pertaining to the existence of, and the extent of benefits and conditions.

**22.02** The Company and Union's policy regarding retirement is as follows: All employees covered by this Agreement shall retire from the Company the day following their sixty-fifth (65) birthday.

**22.03** The following is a summary of when, or at what point pension contributions and/or accrued pensionable service may be temporarily suspended, or terminated:

- (i) Leaves of Absence: Contributions and accrued pensionable service stop after four (4) weeks.
- (ii) Lay-Off: Contributions and accrued pensionable service stop after thirteen (13) weeks.
- (iii) Temporary or Total Disability (Non-Work Related): Pension contributions and accrued pensionable service will continue for a period of one (1) year from the date the employee last worked. An employee must have returned to work for a period of not less than three (3) months in order to qualify for this section again.
- (iv) Temporary or Total Disability (Work Related): Pension contributions and accrued pensionable service will continue for a period of one (1) year from the date the employee last worked.
- (v) Maternity/Parental Leave: Pension contributions and accrued pensionable service will continue to accrue for the duration of either of these leaves.
- (vi) Disciplinary Absences: Pension contributions and accrued pensionable service will continue as follows:
  - Twelve (12) hour shifts: four (4) shifts or less
  - Eight (8) hour shifts: five (5) shifts or less
 In cases where disciplinary absences are of longer duration than those shown above,

pension contributions and pensionable service will stop on the first shift absent and will resume on the employee's first day back to work.

### **ARTICLE XXIII - BENEFITS**

**23.01** The benefits and plans of insurance hereinafter referred to are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The terms of any contract, statute or regulation in respect thereof by any insurance agency or governmental agency shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder and in all matters pertaining to the existence of and extent of benefits and conditions.

**23.02** The Company's only obligation hereunder is to pay the amount or portion or premiums contracted for but the Company shall not be considered to be an insurer with respect to any benefit or plan referred to herein. Only full-time seniority employees who are actively at work are entitled to the benefits contained herein.

**23.03** The Company agrees to pay on behalf of seniority employees who qualify pursuant to the provisions hereof the premiums or portions or premiums designated which are necessary to obtain the insurance policies that will provide the following benefits:

**(a)** Life Insurance:

<u>Effective:</u>	<u>Jan. 1/97</u>	<u>Jan. 1/98</u>	<u>Jan 1/99</u>	<u>Jan 1/2000</u>	<u>Jan 1/2001</u>
<b>Term</b>					
Life Ins. -	\$15,000	\$16,000	\$17,000	\$18,000	\$19,000
A.D. & D -	\$15,000	\$16,000	\$17,000	\$18,000	\$19,000

**(b)** Weekly Indemnity:

66-2/3% of the employee's basic weekly earnings to a maximum payment of \$427.00 per week. Payment shall be from the 4th day of accident or hospitalization and 4th day of illness, for a period of fifteen (15) weeks. Effective January 1, 1998 the maximum payment will increase to \$437.00 per week. Effective January 1, 2000 the maximum payment will increase to \$447.00 per week.

**(c)** Extended Health Insurance: To cover the following:

i) **Prescription Drug Plan - A** step program consisting of the following: First, a managed health care drug plan, providing 100% reimbursement for eligible drugs following generic substitution and therapeutic cross selection, commonly referred to as Plan 50 through the Mutual Group. If an employee chooses not to accept the drug under this plan, they may then select the drug prescribed at a 75% reimbursement level. This plan is commonly referred to as Plan 88 through the Mutual Group.

ii) **Vision Care - \$90.00 per 24 month period.** Effective January 1, 1999, \$100.00 per 24 month period.

(iii) **Semi-Private Hospital Coverage** with a \$10.00 per night deductible.

(iv) **Supplementary Health Care**

**(d)** Dental Insurance: (Note: Employee contribution - 15% of premium cost, deducted weekly)

i) **Preventive - 80% reimbursement to maximum of \$1,500.00**

ii) **Restorative - 60% reimbursement to maximum of \$1,500.00.**

NOTE: The \$1,500.00 referred to in (i) and (ii) hereof is a combined maximum for both Preventive and Restorative care per calendar year.

iii) Orthodontic- 50% reimbursement to a lifetime maximum of \$1,000.00. Effective January 1, 1998 the lifetime maximum will be increased to \$1,200.00. Effective January 1, 2001 the lifetime maximum will be increased to \$1,500.00

- (e) Employees will assume the full cost of the retail sales tax as applied to health care benefits;

**23.04** Whenever applicable, benefit claims for dependents will be co-ordinated between the Company's benefit carrier and the spouse's benefit carrier. Further to this, all employees will fully co-operate with the Company's plan to start positive enrollment for all applicable benefits beginning January 1, 1997.

## **E XXIV -WAGES**

**24.01** The wage rates set out in Appendix "A" attached hereto shall be in effect for the life of this Agreement.

- a) Employees who are hired after February 28, 1992 will be paid under the rates shown in Appendix "A" until such time as Tier 2 rates are eliminated.
- b) Employees hired prior to February 28, 1992 will be paid the rates shown in Appendix "A", until any one of the following occurs:
- i) employee successfully posts to a new job classification
  - ii) employee exercises their bumping rights as per Part 2 of the Letter of Agreement.
  - iii) The employee works overtime in a grandfathered classification as described in Part 3 of the Letter of Agreement.

**24.02**

- (a) Effective December 29, 1996 all employees will receive a general increase of \$ .32 to their rate.
- (b) Effective December 28, 1997 all employees will receive a general increase of \$ .32 to their rate.
- (c) Effective December 27, 1998 all employees will receive a general increase of \$ .35 to their rate.
- (d) Effective January 2, 2000 all employees will receive a general increase of 2.55% to their rate.
- (e) Effective December 31, 2000 all employees will receive a general increase of 2.75% to their rate.

In addition to the general increases detailed above, specific classifications covered by this Collective Agreement shall receive specified rate adjustments. These adjustments are detailed in the Memorandum of Agreement signed by both parties and are reflected in the rates shown in Appendix "A" of this Agreement.

**24.03 Arrears and Deductions**

In the event an employee receives an overpayment of any kind, the Company shall first be required to notify the employee of the overpayment before the amount of the overpayment may be deducted from the employee's next pay. In the event that the employee does not agree that there has been an overpayment, no deduction shall be made until Article VI has been exhausted.



The Company shall be authorized to deduct all outstanding arrears for contractual deductions from an employee's paycheque upon their return to work from any type of leave.

**XXV - DURATION**

**25.01** This Agreement shall become effective on the first (1st) day of January, 1997 and shall remain in force and effect and shall not be reopenable save and except as otherwise herein expressly provided until the thirty-first (31st) day of December, 2001, and shall continue automatically thereafter for annual ~~periods of one (1) year each, unless~~ either party notifies the other party in writing as provided for in Article 25:02 hereof of its desire to negotiate amendments to this Agreement.



**25.02** Notice that amendments are required shall only be given during the period of not more than ninety (90) and not less than thirty (30) days prior to the 31st day of December, 1996 or during similar annual periods thereafter. If notice of desire to amend this Agreement is given by either party in accordance with, the foregoing, the other party agrees to meet for the purpose of negotiation.

DATED AT STEVENSVILLE, ONTARIO THIS DAY OF , 1996

**GRAPHIC COMMUNICATIONS**

**INTERNATIONAL UNION**

**LOCAL 425-C,**

**NIAGARA PENINSULA**

**SULLIVAN GRAPHICS, INC.,**

**CANADA**

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January 1, 1997

Letter of Agreement

between

Sullivan Graphics Canada

and

Graphic Communications International Union  
Local 425-C Niagara Peninsula

During the negotiation of this collective agreement, both the Union and the Company agreed that during the term of the collective agreement the Tier II rates for a number of classifications would be eliminated. In addition to the elimination of some Tier II rates, the following matters were agreed to.

1) Employees who are currently in the Tier pay scale as of the date of ratification for the classifications of a) Delivery, b) Bindery Operator c) Bindery Lead d) Store Copies e) General Plant, and f) Housekeeping, will have their rates of pay grandfathered. Employees in these classifications will receive all general increases as described in the Memorandum of Settlement. The names of all grandfathered employees who will be affected are listed in the Memorandum of Settlement. The rates of pay for the grandfathered positions are published in Appendix "B" of this Agreement.

2) Employees who as a result of a lay-off are required to exercise their bumping rights will bump into the same Tier of rates they were in prior to the lay-off. Employees who are required to bump into the classifications named in Part 1 of this Agreement will receive the grandfathered rate of the classification.

3) Employees who work overtime in the classifications described in Part 1 of this Agreement will receive the rate of pay published in Appendix "A" of the Collective Agreement for the classification they perform the overtime work in. Employees who work overtime in any other classification will be paid the rate of pay published in Appendix "A" of the Collective Agreement and at the Tier rate the employee is currently in.

4) Employees who are receiving the grandfathered rate of pay as described in Part 1 of this Agreement and work overtime in their home position will receive the grandfathered rate of pay.

DATED AT STEVENSVILLE, ONTARIO THIS DAY OF , 1996

**GRAPHIC COMMUNICATIONS  
INTERNATIONAL UNION  
LOCAL 425-C,  
NIAGARA PENINSULA**

**SULLIVAN GRAPHICS, INC.,  
CANADA**

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## APPENDIX "A" - WAGE RATES

### DEPARTMENT #301 AND #305 - PRESS WAGE STRUCTURE PROGRESSION

	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>
Delivery person:					
Start	10.76	11.08	11.43	11.72	12.04
13 Weeks	11.23	11.55	11.90	12.20	12.55
39 Weeks	11.63	11.95	12.30	12.61	12.96
52 Weeks	11.93	12.25	12.60	12.92	13.28
Roll tender	16.46	16.78	17.13	17.57	18.05
2nd Pressperson	18.59	18.91	19.26	19.75	20.29
1st Pressperson	21.17	21.49	21.84	22.40	23.02

### TIER 2 CLASSIFICATION RATES INCLUDING ADJUSTMENT

Roll tender	15.18	15.85	16.55	17.33	**
2nd Pressperson	18.37	18.81	**	**	**
1st Pressperson	20.91	21.36	**	**	**

\*\* If no rate is shown, refer to rates above.

A trainee will progress to a higher rate pending favourable evaluation by their 1st Pressperson, Supervisor, Production Manager and Plant Manager, according to Trainee Pressperson Progression Rates.

Trainees with previous press experience who perform their job duties above normal expectations may be moved through the progression scale at an accelerated rate at the supervisor's discretion.

Any trainee who is on progression, who works in a higher paid classification, will receive \$.50 per hour more while performing these duties.

Shift premium of \$.40 will be added to the above rates when working night shift.

**APPENDIX "A" - Continued**

**PRE-PRESS WAGE STRUCTURE**

**PROGRESSION**

	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>
Platemaker Start	12.03	12.45	12.90	13.23	13.59
13 Weeks	12.90	13.32	13.77	14.12	14.51
39 Weeks	13.77	14.19	14.64	15.01	15.42
52 Weeks	14.93	15.35	15.80	16.20	16.65
65 Weeks	16.24	16.56	16.91	17.34	17.82
Lead Hand	17.24	17.56	17.91	18.34	18.82

**TIER 2 CLASSIFICATION RATES INCLUDING ADJUSTMENT**

Platemaker 65 Weeks	16.04	16.46	**	**	**
Lead Hand	17.04	17.46	**	**	**

\*\* If no rate is shown, refer to rates above.

A trainee will progress to a higher rate pending favourable evaluation by their Lead Person, Supervisor, Production Manager and Plant Manager, according to Trainee Progression Rates.

Any trainee who is on progression, who works in a higher paid classification, will receive \$.50 per hour more while performing these duties.

Shift premium of \$.40 will be added to the above rates when working night shift.

## APPENDIX "A" - Continued

## SHIPPING WAGE STRUCTURE

PROGRESSION

	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>
Start	10.96	11.48	12.03	12.57	12.92
13 Weeks	11.83	12.35	12.90	13.46	13.84
39 Weeks	13.00	13.52	14.07	14.66	15.07
52 Weeks	15.04	15.36	15.71	16.11	16.55
Shipping Co-ordinator	16.04	16.36	16.71	17.14	17.61
Shipping Expediter	16.04	16.36	16.71	17.14	17.61

TIER 2 CLASSIFICATION   RATES INC   ADJUSTMENT

<b>52 Weeks</b>	14.41	14.93	15.48	**	**
Shipping Co-ordinator	15.41	15.93	16.48	**	**
Shipping Expediter	15.16	15.68	16.23	**	**

\*\* If no rate is shown, refer to rates above.

A trainee will progress to a higher rate pending favourable evaluation by their Supervisor and Plant Manager, according to Trainee Progression Rates.

Any trainee who is on progression, who works in a higher paid classification, will receive \$.50 per hour more while performing these duties.

Shift premium of \$.40 will be added to the above rates when working night shift.

**APPENDIX "A" - Continued**

**PAPER HANDLING WAGE STRUCTURE**

**PROGRESSION**

	<b><u>1997</u></b>	<b><u>1998</u></b>	<b><u>1999</u></b>	<b><u>2000</u></b>	<b><u>2001</u></b>
Start	10.96	11.48	12.03	12.57	12.92
13 Weeks	11.83	12.35	12.90	13.46	13.84
39 Weeks	13.00	13.52	14.07	14.66	15.07
52 Weeks	15.04	15.36	15.71	16.11	16.55

**TIER 2 CLASSIFICATION RATES INCLUDING ADJUSTMENT**

52 Weeks	14.41	14.93	15.48	**	**
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\*\* If no rate is shown, refer to rates above.

A trainee will progress to a higher rate pending favourable evaluation by their Supervisor and Plant Manager, according to Trainee Progression Rates.

Any trainee who is on progression, who works in a higher paid classification, will receive \$.50 per hour more while performing these duties.

Shift premium of \$.40 will be added to the above rates when working night shift.

**APPENDIX " A Continued**

**ELECTRICAL / MECHANICAL WAGE STRUCTURE**

**PROGRESSION**

	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>
Start	13.60	14.04	14.51	14.88	15.29
52 Week	15.36	15.80	16.27	16.68	17.14
104 Weeks	16.79	17.23	17.70	18.15	18.65
156 Weeks	17.67	18.11	18.58	19.05	19.57
208 Weeks	18.58	19.02	19.49	19.99	20.54
260 Weeks	19.70	20.02	20.37	20.89	21.46
Lead Person	20.70	21.02	21.37	21.89	22.46
Plumber	18.81	19.13	19.48	19.98	20.53

**TIER 2 CLASSIFICATION RATES INCLUDING ADJUSTMENT**

260 Weeks	19.46	19.90	**	**	**
Lead Person	20.46	20.90	**	**	**
Plumber	18.57	19.00	**	**	**

\*\* If no rate is shown, refer to rates above.

For employees to receive the 260 Week and 100% rate, they must have an appropriate trade licence in one of the department's trades - Machinist, Millwright, Electrician or Electronics.

The rate increase from year to year, and percentage to percentage, depends on work performance, job knowledge and favourable evaluation by the Supervisor and Management on a yearly basis, according to Trainee Progression Rates.

Any trainee who is on progression, who works in a higher paid classification, will receive \$.50 per hour more while performing these duties.

Shift premium of \$.40 will be added to the above rates when working night shift.

## APPENDIX "A" Continued

## GENERAL PLANT WAGE STRUCTURE

**PROGRESSION**

	<b><u>1997</u></b>	<b><u>1998</u></b>	<b><u>1999</u></b>	<b><u>2000</u></b>	<b><u>2001</u></b>
Start	10.76	11.08	11.43	11.72	12.04
13 Weeks	11.26	11.58	11.93	12.23	12.57
39 Weeks	11.76	12.08	12.43	12.75	13.10
52 Weeks	12.22	12.54	12.89	13.22	13.58
Housekeeper	11.73	12.05	12.40	12.72	13.07
Facility Maintainer Start	10.84	11.16	11.51	11.80	12.12
13 Weeks	11.59	11.91	12.26	12.57	12.92
26 Weeks	12.34	12.66	13.01	13.34	13.71
39 Weeks	13.09	13.41	13.76	14.11	14.50
52 Weeks	14.09	14.41	14.76	15.14	15.56

A trainee will progress to a higher rate pending favourable evaluation by their Supervisor and Plant Manager.

Any trainee who is on progression, who works in a higher paid classification, will receive \$.50 per hour more while performing these duties.

Shift premium of \$.40 will be added to the above rates when working night shift.



**APPENDIX "A" Continued**

**BINDERY WAGE STRUCTURE**

**PROGRESSION**

	<b><u>1997</u></b>	<b><u>1998</u></b>	<b><u>1999</u></b>	<b><u>2000</u></b>	<b><u>2001</u></b>
Operator Start	10.23	10.55	10.90	11.18	11.49
13 Weeks	10.73	11.05	11.40	11.69	12.01
39 Weeks	11.23	11.55	11.90	12.20	12.54
52 Weeks	11.73	12.05	12.40	12.72	13.07
Mail/Store Copies	11.73	12.05	12.40	12.72	13.07
Scheduler	11.73	12.05	12.40	12.72	13.07
Lead	12.22	12.54	12.89	13.22	13.58
Co-ordinator	15.04	15.36	15.71	16.11	16.55
Bindery PIC	18.10	18.42	18.77	19.25	19.78

**TIER 2 CLASSIFICATION RATES INCLUDING ADJUSTMENT**

Co-ordinator	14.42	14.95	15.51	**	**
Bindery PIC	17.88	18.31	**	**	**

\*\* If no rate is shown, refer to rates above.

A trainee will progress to a higher rate pending favourable evaluation by their Co-ordinator, Bindery PIC, Logistics Manager and Plant Manager.

Any trainee who is on progression, who works in a higher paid classification, will receive \$.50 per hour more while performing these duties.

Shift premium of \$.40 will be added to the above rates when working night shift.

**APPENDIX "A" Continued**

**CLERICAL WAGE STRUCTURE**

**PROGRESSION**

	<b><u>1997</u></b>	<b><u>1998</u></b>	<b><u>1999</u></b>	<b><u>2000</u></b>	<b><u>2001</u></b>
<b><u>JOB GRADE III</u></b>					
Expediter					
Operations Reporting Clerk:					
13 Weeks	13.20	13.52	13.87	14.22	14.61

**JOB GRADE I**

Vacation Relief Clerk					
Paper Clerk					
Sample Clerk					
CSR/Samples Clerk:					
13 Weeks	13.06	13.38	13.73	14.08	14.47

**TIER 2 CLASSIFICATION RATES INCLUDING ADJUSTMENT**

**JOB GRADE III**

Expediter					
Operations Reporting Clerk:					
Start	11.86	12.38	12.93	13.46	14.02
13 Weeks	12.42	12.94	13.49	14.04	**

**JOB GRADE I**

Vacation Relief Clerk					
Paper Clerk					
Sample Clerk					
CSR/Samples Clerk:					
Start	11.40	11.97	12.57	13.15	13.85
13 Weeks	11.98	12.55	13.15	13.74	**

\*\* If no rate is shown, refer to rates above.

A trainee will progress to a higher rate pending favourable evaluation by their supervisor and/or manager

**APPENDIX "B"****GRANDFATHERED CLASSIFICATIONS WAGE STRUCTURE**

<b>CLASSIFICATION</b>	<b><u>1997</u></b>	<b><u>1998</u></b>	<b><u>1999</u></b>	<b><u>2000</u></b>	<b><u>2001</u></b>
Deliveryperson	13.59	13.91	14.26	14.62	15.02
Bindery Operator	13.06	13.38	13.73	14.08	14.47
Bindery Lead	13.20	13.52	13.87	14.22	14.61
Store Copies	13.06	13.38	13.73	14.08	14.47
General Plant	13.20	13.52	13.87	14.22	14.61
Housekeeper	12.69	13.01	13.36	13.70	14.08

Shift premium of **\$0.40** will be added to the above rates when working night shift.

**NOTICE TO ALL EMPLOYEES  
RE: SULLIVAN GRAPHICS CANADA  
WORKPLACE AND SEXUAL HARASSMENT POLICY**

The Company and the Union recognize and agree that it is a fundamental right of all employees to enjoy a workplace that is free from harassment, including sexual harassment.

Both parties agree that harassment is unacceptable in the workplace. Complaints of this nature will be dealt with as required. This policy sets out what is workplace and sexual harassment, what options are available to employees who believe they are being harassed, and what are the legal duties facing managers and supervisors to respond to harassment complaints.

What is Harassment?

The Ontario Human Rights Code defines illegal harassment as follows:

**"harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome."**

It is discriminatory for any employee or the employer to harass an employee because of the employee's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap. Harassment is illegal. Both the harasser and the Company can be liable. Harassment will not be tolerated. A finding of harassment will result in appropriate discipline.

Options for Dealing with Harassment Concerns

Any employee who believes that he or she has been subjected to harassment may take any or all of the following actions:

**1. Take Personal Action**

An employee can let the person know that their behaviour or comments are unwelcome. The person who is told should treat the request seriously and stop if requested.

**2. Ask for Assistance**

Any employee can ask for assistance in resolving their concern from the union steward or from their supervisor. The employee should suggest what will help resolve the concern. Both the union steward and all supervisors will treat the request seriously and in confidence. The objective is to resolve the concern and to make sure that the workplace is free from harassment. There will be no reprisal for bringing forward any legitimate concern.

**3. File a Formal Complaint.**

An employee can file a complaint in writing about harassment by any employee or supervisor that is based on any of the grounds that are protected by the Human Rights Code. Formal concerns must be filed within a reasonable time of the incident having taken place. All formal complaints will be investigated. All formal complaints will be reported to Corporate Human Resources.

Supervisors' and Managers' Responsibilities

1. Supervisors and Managers have legal duties to respond to workplace harassment. They must act when claims of harassment come to their attention. Supervisors will take appropriate action to resolve concerns.

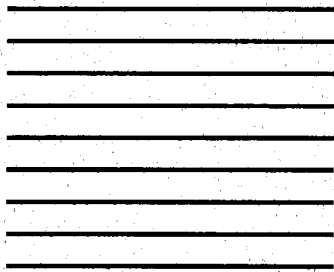
2. **Supervisors will advise the plant Human Resources Manager of any complaint of harassment. A record will be made that is kept separate from the employee's file unless a finding of harassment is made.**

# ***SULLIVAN***

*Sullivan Graphics- Canada  
(Bargaining Hourly Employees)*

*Group Policy No. 10871*

# **GROUP**



ENTERED



The Mutual Group

NOV - 4 1997



# Your Group Insurance Booklet

## Important To You

The information in this booklet is important to you and your family and should be kept in a safe place. We suggest that you familiarize yourself with the contents of the booklet and refer to it whenever you make a claim for group benefits.

## Your Plan Administrator

Your plan administrator can

- help you to enrol in the plan,
- provide you with the forms you need to claim group benefits, and
- answer any questions you may have about your group benefits.

**To help conserve our environment, the cover of your booklet is printed on recycled paper. Flaws and imperfections occur naturally during the recycling process and they vary in degrees beyond Mutual's control.**



## Personal Information

Mutual has established a confidential, group insurance file which contains personal information on your plan membership and claims. Only Mutual employees who are responsible for underwriting, administration and investigations, or any other person whom you have authorized, will have access to your file. All files are kept in Mutual's offices.

If you wish to have access to the personal information in your file, or to have it corrected, please send a written request to:

### QUÉBEC

Group Plan Administration  
Mutual Life of Canada  
1555 Peel Street, Suite 1000  
Montreal, QC H3A 3L8

### OTHER PROVINCES AND TERRITORIES

Group Plan Administration  
Mutual Life of Canada  
227 King Street South  
Waterloo, ON N2J 4C5

It is your responsibility to ensure any information held on your behalf is accurate and up-to-date. Whenever your personal information changes, please notify your plan administrator as soon as possible.

**The statements in this booklet are only a summary of some of the provisions in the master policy. If you need further details on the provisions which apply to your group benefits, you must refer to the master policy (available from your plan administrator).**

# Summary of Insurance

## Policy Number 10871

### Life Insurance and Accidental Death and Dismemberment Insurance

Class of Members	Benefit Formula	Maximum Benefit
12. Bargaining Hourly - paid employees who work the 12 hour shift	--	\$15,000
13. Bargaining Hourly - paid employees who work the 8 hour shift	--	\$15,000

**Termination of Insurance:** member's 65th birthday, or retirement, if earlier

**Effective January 1, 1998** the Life and Accidental Death and Dismemberment maximum benefit increases from \$15,000 to \$16,000.

**Effective January 1, 1999** the Life and Accidental Death and Dismemberment maximum benefit increases from \$16,000 to \$17,000.

**Effective January 1, 2000** the Life and Accidental Death and Dismemberment maximum benefit increases from \$17,000 to \$18,000.

**Effective January 1, 2001** the Life and Accidental Death and Dismemberment maximum benefit increases from \$18,000 to \$19,000.

### Weekly Indemnity Insurance

Class of Members	Benefit Formula	Maximum Weekly Benefit
12. Bargaining Hourly - paid employees who work the 12 hour shift	66 2/3% of earnings	\$427
13. Bargaining Hourly - paid employees who work the 8 hour shift	66 2/3% of earnings	\$427

**Basic Reductions:** Workers' Compensation benefits

#### Qualifying Period

- 3 scheduled shifts lost due to disability (refer to page K-1 for benefit payment)

2

**Benefit Period:** 15 calendar weeks

**Termination of Insurance:** member's 65th birthday, or retirement, if earlier

**Effective January 1, 1998** the maximum weekly benefit increases from \$427 per week to \$437 per week.

**Effective January 1, 2000** the maximum weekly benefit increases from \$437 per week to \$447 per week.

### Extended Health Insurance

Part	Benefit	Deductible per family unit	Reimbursement
A	Drug:		
	Primary Pay Direct	none	100%
	Secondary Pay Direct	none	75%
B	Vision: \$90**	none	100%
C	Hospital: ward to semi-private	\$10*	100%
D	Supp. Health Care	none	100%
E	Out-of-Province Emergency and Travel Assistance	none	100%

If an expense is not eligible under the Primary Pay Direct Drug Benefit, then it will be considered for reimbursement under the Secondary Pay Direct Drug Benefit, provided the expense is an eligible expense.

\*The deductible applies per day.

\*\*Maximum eligible expenses for eyeglasses/contact lenses every 24 month period.

Other maximums are listed under the appropriate Provision page.

**Termination of Insurance:** member's 65th birthday, or retirement, if earlier

**Effective January 1, 1999** the vision maximum increases from \$90 every 24 months to \$100 every 24 months.

## Dental Insurance

Part	Benefit	Deductible per family unit	Reimbursement	Maximum
A	Preventive	none	80%	\$1,500*
B	Restorative	none	60%	
C	Orthodontic	none	50%	\$1,000**

\*The maximum amount payable applies to the combined eligible expenses incurred in a calendar year under Parts A and B for the member and for each insured dependant.

\*\*The maximum lifetime amount payable applies to the eligible expenses incurred under Part C for the member and for each insured dependant.

**Late Entrant Maximum:** If you or your eligible dependant becomes insured more than 31 days after the date you became eligible for the Dental Insurance Provision, the maximum amount payable for the combined eligible expenses incurred during the first 12 months of insurance under Parts A, B and C will be limited to \$250 for you and for each insured dependant.

**Termination of Insurance:** member's 65th birthday, or retirement, if earlier

**Dental Fee Guide:** The applicable fee guide *is* the one in force for general practitioners on the day when and in the province where the expense is incurred or, for expenses incurred outside Canada, in the province of residence of the member.

**Effective January 1, 1998** the Orthodontic maximum increases from \$1,000 to \$1,200.

**Effective January 1, 2001** the Orthodontic maximum increases from \$1,200 to \$1,500.

# General Information

## Eligibility

You are eligible, and continue to be eligible, to be a member while you meet all of the following conditions:

1. You are actively working for Sullivan Graphics - Canada.
2. You regularly work for Sullivan Graphics - Canada at least 30 hours each week.
3. You have been continuously employed by Sullivan Graphics - Canada at least as long as the waiting period.

Participation is compulsory.

Waiting Period - 3 months

You are eligible, and continue to be eligible, for dependant insurance while you meet all of the following conditions:

1. You are a member.
2. You have at least one dependant.

## Definitions

### Dependant

means your spouse or a dependent child of you or your spouse. If Mutual does not approve evidence of insurability required for a dependant, he will not be an insured dependant.

### Dependent child

means an unmarried natural, adopted, or step child who is entirely dependent on you for maintenance and support and who is

1. under 19 years of age,
2. under 25 years of age and attending a college or university full-time, or
3. physically or mentally incapable of self-support and became incapable to that extent while entirely dependent on you for maintenance and support and while eligible under 1) or 2) above.

### Spouse

means the person who is married to you, except that a person of the opposite sex who is living with you and is publicly represented as your wife or husband will be considered to be your spouse.

## Enrolment

To enrol, you must submit a completed enrolment card. If you have a dependant, request dependant insurance when you enrol.

If there are fewer than 10 members when you enrol, you must submit evidence of insurability to Mutual.

If you request dependant insurance more than 31 days after you become eligible, you must submit evidence of insurability for each dependant to Mutual.

**If you have no dependant when you enrol and later acquire one, request dependant insurance, (eg. birth of first child, marriage).**

**If your new dependant is a common-law spouse, see your Plan Administrator to find out how to enrol for dependant insurance.**

**Evidence of insurability submitted to Mutual is at your expense.**

## **Effective Date**

Your insurance is effective on the date you become eligible.

Your dependant insurance is effective on the latest of

- the date that you become eligible for dependant insurance,
- the date that you request dependant insurance, or
- the date that Mutual determines the insurability of all of your dependants and approves at least one dependant.

If you are absent from work on the date your insurance or your dependant insurance would be effective, then that insurance will not be effective until the date you return to active work.

## **Subrogation**

Subrogation is a legal practice giving Mutual the right to be reimbursed for benefits paid to you if you have been compensated by another person who is responsible for your loss. The intent of subrogation is to limit your benefit payments to the amount you actually lost.

Let's assume a person is responsible for your disability, and is required to compensate you for any of the loss that results from your disability. If Mutual is paying or has paid your loss of income benefits, you may be receiving more income than you earned before you became disabled. In that case, you would reimburse Mutual for the loss of income benefits Mutual has paid. If you receive an amount for future loss of income, that amount will reduce your future loss of income benefits from Mutual.

Subrogation also applies to any medical and/or dental expenses you have been paid as a result of an injury caused by another person. Once you are compensated by the person who is responsible for your loss, you must reimburse Mutual.

If subrogation applies to your claim, Mutual will contact you to obtain the information required to proceed. You will be required to sign an undertaking to reimburse Mutual for any amount recovered which exceeds 100% of income or expenses. Before agreeing to a settlement of your claim, Mutual's approval must be obtained.

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## **Comparable Coverage**

If you are insured for comparable coverage under your spouse's plan, you may decline the Extended Health/Dental coverage offered under this plan. If this comparable coverage stops you will be insured for the similar coverage provided by this plan.

If your dependant is insured for comparable coverage under another plan, you may decline the dependant coverage for the Extended Health/Dental coverage offered under this plan. If this comparable coverage stops, you may request the similar coverage offered under this plan.

The insurance that replaces the comparable coverage is effective on the date that the comparable coverage stops.

If you request the dependant coverage more than 31 days after the comparable coverage stops, you must submit evidence of insurability for each dependant to Mutual. The insurance that replaces the comparable coverage is effective on the date that Mutual approves the evidence of insurability. If Mutual does not approve evidence of insurability required, the insurance will not be effective.

## **Termination of Insurance**

Your insurance could terminate for a number of reasons. For example,

- you are no longer eligible, (i.e. you are no longer actively working),
- you reach the Termination Age,
- the provision or the policy terminates.

Your wallet certificate must be returned to your plan administrator.

# Member Life Insurance Provision

## Benefit

The amount of benefit will be paid to your beneficiary upon your death. If no beneficiary has been appointed or if the beneficiary has predeceased you, payment will be made to your estate.

If you become totally disabled before age 65, your Life Insurance may be continued. Premiums for the continued insurance will be waived after you have been totally disabled from the same or related causes for six continuous months or, if you are also insured for group Long Term Disability Insurance with Mutual, when you begin receiving group Long Term Disability payments.

## Claims

A death claim must be received by Mutual within 6 years of the date of death. The claimant must submit proof of the claim and the right to receive the benefit to Mutual.

If you become totally disabled and are also insured for group Long Term Disability Insurance with Mutual, you must submit a disability claim along with your claim under the group Long Term Disability Insurance to Mutual.

If you become totally disabled and are not insured for group Long Term Disability Insurance with Mutual, you must submit a disability claim to Mutual after you have been totally disabled continuously between 6 and 12 months.

There is a time limit for proceedings against Mutual for payment of a claim. Proceedings must be started within 1 year of Mutual's receipt of the proof of claim.

## At Termination

If your Life Insurance terminates because you are no longer eligible, and this provision continues in force, you may convert it to an individual policy on your life up to the lesser of

- the amount of the insurance terminated,
- the maximum amount of insurance for which you have been insured under this provision less the total amount of individual insurance still in force on your life which was previously obtained through the Conversion Privilege of this provision, or
- \$200,000.

If your insurance terminates while this provision continues in force and you die within 31 days after termination of insurance, the amount of insurance which you could have converted to an individual policy on your life through the Conversion Privilege of this provision will be paid to your beneficiary.

If your Life Insurance terminates because this provision terminates, and you have been continuously insured under this provision for the five year period before the termination of this provision, you may convert it to an individual policy on your life up to the lesser of



- the amount of the insurance terminated less the amount of insurance in force under a new group policy that replaces this policy, or
- 3 times the Year's Maximum Pensionable Earnings as established under the Canada Pension Plan in the year that this provision terminated.

If you convert your Life Insurance, you must apply and pay the premium to Mutual within 31 days after termination of insurance.

If you have any questions about this conversion privilege, please contact your plan administrator or the nearest Mutual office.

# Member Accidental Death and Dismemberment Insurance Provision

## Benefit

The amount of death benefit will be paid to your beneficiary upon your death. If no beneficiary has been appointed or, if the beneficiary has predeceased you, we will pay your estate. The amount of dismemberment benefit will be paid to you.

If a claim is submitted for Repatriation, we will pay your estate. If a claim is submitted for Occupational Training for Spouse, we will pay your spouse. If a claim is submitted for Education Benefit for Dependant Child, we will pay your dependent child.

Depending on the loss suffered by you, the amount of benefit is limited to the percentage shown in the Schedule of Losses.

## Schedule of Losses

Loss of Life	100%
Hemiplegia	200%
Paraplegia	200%
Quadriplegia	200%
Loss of Both Hands, Both Feet or Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Sight of One Eye	100%
Loss of One Foot and Sight of One Eye	100%
Loss of Speech and Hearing	100%
Loss of Use of Both Hands or Both Feet	100%
Loss of Use of One Hand and One Foot	100%
Loss of One Arm or One Leg	75%
Loss of Use of One Arm or One Leg	75%
Loss of One Hand, One Foot or Sight of One Eye	67%
Loss of Use of One Hand or One Foot	67%
Loss of Speech or Hearing	50%
Loss of Hearing in One Ear	50%
Loss of Thumb and Index Finger of One Hand	33%
Loss of Four Fingers of One Hand	33%
Loss of All Toes of One Foot	25%

If you suffer more than one of the losses listed above as a result of one accident, Mutual will pay the amount of benefit for only one loss. That loss will be the highest of the losses suffered by you.

When proof is received by Mutual that you have suffered any of the losses due directly to bodily injury caused solely by an accident, the amount of benefit will be paid, provided all of the following conditions are met:

- The accident must occur while you are insured under this provision.
- The loss must occur within 365 days of the date of the accident.

If you become totally disabled, your Accidental Death and Dismemberment Insurance may be continued without payment of premiums as long as your Member Life Insurance premiums are waived.

### **Repatriation**

If you suffer loss of life, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, for the preparation and transportation of your body from the place of the accident to your place of permanent residence.

The accidental death must occur at a distance of 150 kilometres or more from your place of permanent residence.

### **Rehabilitation**

If you suffer any of the losses, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, to train you for active employment in an occupation for which you would not have engaged except for those injuries.

The expenses must be incurred within 2 years of the date of the accident.

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

### **Occupational Training for Spouse**

If you suffer loss of life, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, to enrol your spouse in an accredited occupational training program to qualify him for active employment in an occupation for which he would not otherwise have sufficient qualifications.

The expenses must be incurred within 3 years of the date of the accident.

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

### **Education Benefit for Dependent Child**

If you suffer loss of life, we will pay the reasonable and customary tuition expenses to enrol your dependent child as a full-time student at a post-secondary institution provided

1. your dependent child is enrolled as a full-time student at a post-secondary institution at the time of the accident, or
2. your dependent child is a student at the secondary school level and, within 365 days of the date of the accident, he enrolls as a full-time student at a post-secondary institution.

The maximum amount of benefit payable for each year that your dependent child is enrolled as a full-time student at a post-secondary institution will be the lesser of:

1. 5% of your amount of benefit, or

2. \$5,000.

The amount of benefit will be paid each year, up to 4 consecutive years, after we receive proof that your dependent child is enrolled as a full-time student at a post-secondary institution.

No payment will be made for:

1. tuition expenses incurred before the date of the accident.
2. room or board or other ordinary living, travelling, or clothing expenses.

A post-secondary institution includes any accredited university, colleges d'enseignement general et professionnel, trade school, community college, or private college that provides an education above the secondary school level.

## Claims

A death claim must be received by Mutual within 6 years of the date of death. A claim for a loss must be received by Mutual within 3 months of the date of the loss. All other claims must be received by Mutual within 3 months of the date that the expense is incurred. The claimant must submit proof of claim and the right to receive the benefit to Mutual.

There is a time limit for proceedings against Mutual for payment of a claim. Proceedings must be started within 1 year of Mutual's receipt of the proof of claim.

## Exclusions

No benefit is payable for a loss directly or indirectly due to

1. suicide, while sane or insane,
2. self-inflicted injuries, while sane or insane,
3. disease,
4. civil disorder or war, whether or not war was declared,
5. full-time service in the armed forces of any country,
6. injuries received while riding in, or on, or boarding or alighting from an aircraft if, when the injuries were received,
  - a. you were operating, learning to operate or serving as a member of a crew of any aircraft, or
  - b. the aircraft was being used for crop dusting, crop spraying, seeding, sky-writing, racing, testing, exploration or any other purpose except transportation.

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# Weekly Indemnity Insurance Provision

## Benefit (8 Hour Shift Workers)

The amount of weekly benefit will be paid to you when proof is received by Mutual that you are absent from active work because you are totally disabled. The amount of benefit is calculated by applying the benefit formula to your hourly rate of earned income times the number of scheduled shift hours lost in each week. If you are absent from active work for more than half of any scheduled shift because you are totally disabled, the absence is considered one day of disability.

The benefit period begins on and benefits are payable from the later of

- the date after the end of the qualifying period,
- the date you are no longer entitled to receive regular earnings or benefits under a salary continuance plan or short term disability income plan, or
- the date you are entitled to receive disability benefits under the Workers' Compensation Act or similar statute.

If you are receiving disability income or retirement income from other sources, the weekly benefit will be reduced so that the total amount of disability and retirement income receivable by you from all sources does not exceed 100% of your weekly rate of earned income in force on the date you became totally disabled.

## Benefit (12 Hour Shift Workers)

The amount of weekly benefit will be paid to you when proof is received by Mutual that you are absent from active work because you are totally disabled. The amount of benefit is calculated by applying the benefit formula to your hourly rate of earned income times the number of scheduled shift hours lost in each week, including any applicable overtime. A benefit equal to one-fifth of the weekly benefit is payable for each full day you are totally disabled. If you are absent from active work for more than half of any scheduled shift because you are totally disabled, the absence is considered one day of disability.

The benefit period begins on and benefits are payable from the later of

- the date after the end of the qualifying period,
- the date you are no longer entitled to receive regular earnings or benefits under a salary continuance plan or short term disability income plan, or
- the date you are entitled to receive disability benefits under the Workers' Compensation Act or similar statute.

If you are receiving disability income or retirement income from other sources, the weekly benefit will be reduced so that the total amount of disability and retirement income receivable by you from all sources does not exceed 100% of your weekly rate of earned income in force on the date you became totally disabled.

## Claims

A claim must be received by Mutual within 3 months after the date you became totally disabled.

There **is** a time limit for proceedings against Mutual for payment of a claim. Proceedings must be started within 1 year of Mutual's receipt of the proof of claim.

### **At Termination**

If this Weekly Indemnity provision terminates while you are totally disabled, you will continue to be eligible for this benefit as if it were still in force.

### **Exclusions and Limitations**

No benefit is payable for a disability due to

- intentionally self-inflicted injuries,
- civil disorder or war, whether or not war was declared,
- committing or attempting to commit a criminal offence.

No benefit is payable during any leave of absence mutually agreed upon by the member and you. A leave of absence due to maternity will commence on the earlier of the agreed leave date or the date of birth of the child.

You are not considered totally disabled unless you are under the active and continuous care of a physician and are following the treatment prescribed by the physician for that disability.

You are not considered totally disabled due to the use of drugs or alcohol unless you are being actively supervised by and receiving continuous treatment for that disability from a rehabilitation centre, a physician or an institution provincially designated for that treatment.

# Extended Health Insurance Provision

## Benefit

You will be reimbursed when you submit proof to Mutual that you or your insured dependant has incurred any of the eligible expenses for medically necessary services required for the treatment of disease or bodily injury. To determine the amount payable, the total amount of eligible expenses you claim will be adjusted as follows:

1. the maximums described throughout the extended health benefit provisions are applied,
2. then the deductible, which must be satisfied each year, is subtracted, and
3. the reimbursement percentage is applied.

**If you or your insured dependant are insured under another policy** and the other policy does not contain a co-ordination of benefits clause, payment under the other policy must be made first.

If the other policy does contain a co-ordination of benefits clause, priority of payment will be attributed in the following order:

### Member

1. The plan where the person is covered as a member,
2. If a person is covered under two plans, priority goes to
  - the plan where the member is a full-time employee,
  - the plan where the member is a part-time employee,
  - the plan where the member is a retiree.

### Spouse

3. The plan where the person is covered as a spouse.

### Dependent Child

4. The plan of the parent with the earlier birthdate (month/day) in the calendar year.
5. The plan of the parent whose first name begins with the earlier letter in the alphabet, if the parents have the same birthdate.
6. In situations where parents are separated/divorced, then the following order applies,
  - the plan of the parent with custody of the dependent child,
  - the plan of the spouse of the parent with custody of the dependent child,
  - the plan of the parent not having custody of the dependent child,
  - the plan of the spouse of the parent not having custody of the dependent child.

If a dental accident occurs, health plans with dental accident coverage will pay benefits before dental plans.

If priority cannot be established in the above manner, the benefits will be prorated in proportion to the amount that would have been paid under each policy had there been coverage by only that policy.

Following payment under another policy, the amount of benefit payable under this policy will not exceed the total amount of eligible expenses incurred less the amount paid by the other policy.

## Claims

A claim must be received by Mutual within 18 months of the date that the expense is incurred. For the assessment of a claim, itemized bills, attending physician statements or other necessary information are required.

If your physician is recommending medical treatment that is expected to cost more than \$1,000, you should request pre-authorization to ensure that the expenses are covered.

There is a time limit for proceedings against Mutual for payment of a claim. Proceedings must be started within 1 year of Mutual's receipt of the proof of claim.

## At Termination

If, on the date of termination of your insurance,

- you have a medically determinable physical or mental impairment due to injury or disease which prevents you from performing the regular duties of the occupation in which you participated just before the impairment started, regardless of the availability of work for you, or
- your insured dependant has a medically determinable physical or mental impairment due to injury or disease, is receiving treatment from a physician and is confined to a hospital or his/her home,

benefits will be payable for eligible expenses related to the impairment provided they are incurred within 90 days of the date of termination and this provision continues in force.

## Exclusions

No benefit is payable for

- expenses for which benefits are payable under a Workers' Compensation Act or a similar statute,
- expenses incurred due to intentionally self-inflicted injuries,
- expenses incurred due to civil disorder or war, whether or not war was declared,
- expenses for services and products, rendered or prescribed by a person who is ordinarily a resident in the patient's home or who is related to the patient by blood or marriage,
- expenses for which benefits are payable under a government plan,
- expenses for benefits which are legally prohibited by the government from coverage,
- out-of-province expenses for elective (non-emergency) medical treatment or surgery.



# Extended Health - Primary and Secondary Pay Direct Drug Benefit

## Payment of Benefit

If an expense is not eligible under the **Primary** Pay Direct Drug Benefit, then it will be considered for reimbursement under the **Secondary** Pay Direct Drug Benefit, provided the expense is an eligible expense.

## Eligible Expenses for Primary Pay Direct Drug Benefit

Eligible expenses mean reasonable and customary charges for the following items of expense, provided they are prescribed by a physician or dentist and dispensed by a registered pharmacist.

This benefit is patterned after the Ontario Drug Benefit formulary. A selection of prescribed medications where the therapeutic usefulness and cost effectiveness have been assessed in the therapeutic class are eligible from the following categories:

1. selected drugs which legally require a prescription and are identified in the Monographs section of the current Compendium of Pharmaceuticals and Specialties as a narcotic, controlled drug, or requiring a prescription.
2. selected drugs which are identified in the Monographs section of the current Compendium of Pharmaceuticals and Specialties as not legally requiring a prescription and which are only available for purchase at an accredited pharmacy (over the counter (OTC)) and which, in Mutual's opinion, have a known therapeutic value.
3. selected injectible drugs.
4. compounded prescriptions where one of the ingredients is an eligible expense.
5. needles, syringes, and selected chemical diagnostic aids for the treatment of diabetes.

## Eligible Expenses for Secondary Pay Direct Drug Benefit

Eligible expenses mean reasonable and customary charges for the following items of expense, provided they are prescribed by a physician or dentist and dispensed by a registered pharmacist.

1. drugs which legally require a prescription and are identified in the Monographs section of the current Compendium of Pharmaceuticals and Specialties as a narcotic, controlled drug, or requiring a prescription.
2. life-sustaining drugs which may not legally require a prescription and are identified in the Therapeutic Guide section of the current Compendium of Pharmaceuticals and Specialties under the following headings:
  - anti-anginal agents
  - antiparkinsonism agents
  - bronchodilators
  - antihyperlipidemic agents
  - hyperthyroidism therapy
  - parasympathomimetic agents

- tuberculosis therapy
  - anticholinergic preparations
  - ti-arrhythmic agents
  - glaucoma therapy
  - insulin preparations
  - oral fibrinolytic agents
  - potassium replacement therapy
  - topical enzymatic debriding agents
3. injectible drugs.
  4. chemical diagnostic aids for the treatment of diabetes.
  5. vaccines and preventive inoculations.

### ***Generic Substitution***

The maximum amount payable for an eligible brand name drug will be limited to the lowest priced item in the appropriate generic category.

### **Limitations and Exclusions**

No benefit is payable for

1. the portion of expenses for which reimbursement is provided by a government plan,
2. expenses for drugs which, in Mutual's opinion, are experimental,
3. expenses for dietary supplements, vitamins and infant foods,
4. expenses for contraceptives (other than oral),
5. expenses for smoking cessation aids,
6. expenses for drugs if they are used for the treatment of infertility,
7. the yearly or per prescription deductible on drugs that are eligible under the Ontario Drug Benefit plan and are purchased by you or your insured spouse who is age 65 or over.

# Extended Health - Vision Benefit

## Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

1. eye examinations by an optometrist, but for not more than one examination in a period of 24 months (12 months for a dependent child under age 18);
2. eyeglasses and contact lenses provided such appliances are necessary for the correction of vision and are prescribed by an ophthalmologist or optometrist, and repairs to such appliances, subject to maximum total eligible expenses of \$60 during the 24 month period ending on the date an eligible expense for such appliances is incurred;
3. eyeglasses and contact lenses where an ophthalmologist certifies that such appliances are necessary as a result of a surgical procedure or for the treatment of keratoconus subject to maximum total lifetime eligible expenses of \$150 in respect of any one surgical procedure or for the treatment of keratoconus.

## Exclusions

No benefit is payable for

1. expenses incurred under any of the conditions listed on the Extended Health Insurance Provision page as an Exclusion.

## Preferred Vision Services (PVS)

The Preferred Vision Services (PVS) vision care program enables you to purchase eyewear at savings of up to 20%. These savings are available on all frames, prescription lenses and lens add-ons at registered PVS locations. Most locations will also apply the discount to non-prescription eyewear and accessory items. This provision applies if your plan has extended health coverage. You do not have to be insured for Vision Care benefits to receive the discount.

PVS locations can be identified by calling the PVS information centre toll-free number 1-800-668-6444. You will need to show your PVS identification card or your Mutual group benefits identification certificate when you visit the practitioner. If you have vision care coverage, submit your claim to Mutual.

## **Extended Health - Hospital Benefit**

### **Eligib. Expenses**

Eligible expenses mean reasonable and customary charges for semi-private accommodation in a hospital, limited to the difference between the charges for public-ward and semi-private accommodation for each day of hospitalization.

A deductible of \$10 for each day of hospitalization will be applied.

### **Exclusions**

No benefit is payable for

1. expenses incurred under any of the conditions listed on the Extended Health Insurance Provision page as an Exclusion.

# Extended Health - Supplementary Health Care Benefit

## Eligible Expenses - Miscellaneous

1. Eligible expenses mean reasonable and customary charges for the following items of expense, provided the expense is prescribed by a physician:
  - a. services rendered in the patient's home by a registered nurse (R.N.), limited to \$5,000 in a calendar year less the amount paid under this provision for registered nurses' services during the two preceding calendar years, plus \$50 per day thereafter;
  - b. services of a physiotherapist limited to \$500 in a calendar year;
  - c. services of a massage therapist for not more than 20 treatments per calendar year;
  - d. services of a speech therapist limited to \$200 in a calendar year;
  - e. services of a psychologist subject to maximum total eligible expenses of \$200 in a calendar year;
  - f. trusses, crutches and braces;
  - g. artificial limbs or other prosthetic appliances;
  - h. oxygen;
  - i. diagnostic laboratory and x-ray examinations;
  - j. licensed ground ambulance service and emergency air ambulance service to the nearest hospital equipped to provide the required treatment, when the physical condition of the patient precludes the use of any other means of transportation;
  - k. rental or purchase at our option, of wheel chair, hospital bed, walker, and other durable equipment approved by us and required for temporary therapeutic use;
  - l. hearing aids, and repairs to them, excluding batteries, limited to \$300 during the 5 year period ending on the date an eligible expense is incurred.
  
2. Eligible expenses also mean reasonable and customary charges for the following items of expense:
  - a. services of a dental surgeon, including dental prosthesis, required for treatment of a fractured jaw or for the treatment of accidental injuries to natural teeth within six months of the accident where the injury was caused by external, violent and accidental means;
  - b. services of a chiropractor, osteopath, naturopath or podiatrist, provided no portion of a charge for these services is payable under any government plan, limited to \$250 for these services, including a maximum of one x-ray examination, per calendar year;
  - c. orthopaedic shoes which are an integral part of a brace or are specially constructed for the patient, including modifications to such shoes, limited to the lesser of
    - 1) the total charges, less the average cost of regular footwear as determined by us, or
    - 2) \$75,in a calendar year, provided that the shoes or modifications are prescribed in writing by a podiatrist or by a physician.

Any special needs should be referred to the Benefits Administrator.

3. Eligible expenses also mean the following hospital and medical services which are offered in the province of residence and are performed following written referral by the attending physician in the patient's province of residence.
  - a. public ward accommodation and auxiliary hospital services in a general hospital, limited to a maximum of \$75 per day for 60 days per calendar year, and
  - b. services of a physician, the eligible expense to be equivalent to, after deducting the amount payable by a government plan, the level of physicians' charges in the province of residence of the patient.

## **Exclusions**

No benefit is payable for

1. expenses for the services of a homemaker,
2. expenses for items purchased solely for athletic use,
3. dental expenses, except those specifically provided under Eligible Expenses for treatment of accidental injuries to natural teeth,
4. expenses incurred under any of the conditions listed on the Extended Health Insurance Provision page as an Exclusion.

### **Effective January 1, 2000**

Chiropractor maximum increases from \$250 to \$300 per year.

Osteopath maximum increases from \$250 to \$300 per year.

Naturopath maximum increases from \$250 to \$300 per year.

Podiatrist maximum increases from \$250 to \$300 per year.

Speech Therapist maximum increases from \$200 to \$250 per year.

Psychologist maximum increases from \$200 to \$250 per year.

Massage Therapist maximum increases from 20 visits per year to 25 visits per year.

Physiotherapist maximum increases from \$500 to \$600 per year.

Registered Nurse maximum increases from \$5,000 to \$6,000 per year.

Hearing Aids maximum increases from \$300 every 5 years to \$400 every 5 years.

# Extended Health - Out-of-Province Emergency and Travel Assistance Benefit

To be insured for this benefit, you and your insured dependant must have provincial health care coverage. Expenses for hospital/medical services and travel assistance benefits are eligible if

1. they are incurred as a result of emergency treatment of a disease or injury which occurs outside your home province,
2. they are medically necessary, and
3. they are incurred due to an emergency which occurs during the first 60 days of travelling on vacation or business outside your home province. Your 60 days of coverage starts on the day you or your insured dependant departs from your home province.

## Definitions

### Emergency

means a sudden, unexpected occurrence (disease or injury) that requires immediate medical attention. This includes treatment (non-elective) for immediate relief of severe pain, suffering or disease which cannot be delayed until you or your insured dependant returns to your province of residence.

### Family member

means you or your insured dependant.

### Relative

means your spouse, parent, child, brother or sister.

## Eligible Expenses for Hospital/Medical Services

Eligible expenses mean reasonable and customary charges for the following items of expense, less the amount payable by a government plan:

1. public ward accommodation and auxiliary hospital services in a general hospital,
2. services of a physician,
3. economy air fare for the patient's return to his province of residence for medical treatment,
4. licensed ground ambulance service to the nearest hospital equipped to provide the required treatment, or to Canada, when the patient's physical condition prevents the use of another means of transportation,
5. emergency air ambulance service to the nearest hospital equipped to provide the required treatment, or to Canada, when the patient's physical condition prevents the use of another means of transportation, and if the patient requires a registered nurse during the flight, the services and return air fare for the registered nurse.

The maximum lifetime amount payable for the above Eligible Expenses is \$1,000,000 for you and for each insured dependant.

Expenses that are included as Eligible Expenses under Drug, Vision, Hospital or Supplementary Health Care benefits are also eligible while you or your insured depend is travelling outside Canada. These expenses are subject to the deductibles and reimbursement percentages listed under the appropriate benefit in the Summary of Insurance.

## Eligible Expenses for Travel Assistance Benefits

Eligible expenses mean reasonable and customary charges for the following items of expense:

1. family assistance benefits, which include reimbursement for the cost of:
  - a. return transportation for insured dependent children who are under the age of 16, or who are handicapped, if they are left unattended because you or your spouse is hospitalized outside your province of residence. We will arrange the transportation of the dependent child to your home, and if necessary, an escort will be provided to accompany him. The maximum payable for the return transportation is a one-way economy fare for each dependent child.
  - b. return transportation for family members, if the hospitalization of a family member prevents them from returning home on the originally scheduled, pre-paid transportation, and consequently requires them to purchase new return tickets. The extra cost of each return fare is payable to a maximum of a one-way economy fare, less any amount reimbursed for the unused, return tickets.
  - c. visit of one relative, if a family member is hospitalized for more than 7 days while travelling without a relative. This includes meals and accommodation up to a maximum of \$150 per day, and round-trip economy transportation, for one relative. These expenses are also covered when it is necessary for a relative to identify a deceased family member before the release of his body.
  - d. meals and accommodation up to a maximum of \$150 per day per family, if a trip is extended because a family member is hospitalized.

The combined maximum amount payable for the above family assistance benefits is \$5,000 for one travel emergency.

2. return of a deceased family member. The necessary authorizations will be obtained and arrangements made for the return of the deceased to his province of residence. The maximum amount payable for the preparation and return of the deceased is \$5,000. Preparation of the deceased includes expenses for cremation at the place of death. Return of the deceased **includes** a basic shipping container, but **excludes** expenses for burial, such as burial caskets and urns.
3. return of a vehicle. If a family member is unable to operate a vehicle (owned or rented) because he is being returned to Canada for medical treatment, we will reimburse the cost of returning this vehicle to his province of residence, or the nearest appropriate rental agency. This benefit is also payable in the event of a family member's death. The maximum amount payable for returning the vehicle is \$1,000.



## **Travel Assistance Services**

Out-of-province and around-the-world services are provided through World Access Canada Inc., a company specializing in emergency medical assistance for travellers. By calling the 24 hour helpline, World Access will be able to provide you and your insured dependants with the following emergency assistance services during the first 60 days of travel:

1. physician and hospital referrals,
2. on-going monitoring of medical treatment if a family member is hospitalized,
3. coordination of transportation arrangements via ground or air ambulance if it is medically necessary to return a family member to Canada or transfer him to another hospital that is equipped to provide the required treatment,
4. payment assistance for hospital/medical expenses,
5. legal referrals,
6. a telephone interpretation service,
7. a message service for you, your family, friends and business associates.

### ***Emergency Payment Assistance***

#### ***Eligible Hospital/Medical Expenses OVER \$200:***

To ensure payment of these expenses,

1. **Call the 24 hour helpline immediately.** If you are physically unable to call the helpline yourself, then have a family member, travelling companion or medical personnel call for you. Simply showing your Mutual travel assistance card to a doctor, nurse or hospital personnel will **NOT** ensure payment of these expenses.
2. World Access will verify your extended health coverage and provincial health care coverage so payments can be arranged on behalf of you or your insured dependant.
3. You will be required to sign an authorization form allowing World Access to recover any amounts payable by the provincial health care plan.
4. For expenses that require a percentage paid by you, or that are not covered under this plan or the provincial health care plan, you must reimburse us for the excess amount of the payment.
5. If you receive any subsequent bills for these expenses, please forward them to World Access and they will coordinate payments with the provincial health care plan and Mutual.
6. If you do not call the 24 hour helpline, or if a payment has not been arranged, follow the steps below even though the expense is over \$200.

#### ***Eligible Hospital/Medical Expenses UNDER \$200:***

1. Pay for the expense as soon as it is incurred.
2. Submit your claim to the provincial health care plan for consideration.
3. Submit any unpaid amounts of your claim to Mutual.

## **24 Hour Helpline**

If emergency assistance is needed, a 24 hour helpline is available. Multilingual coordinators at World Access can access a worldwide network of professionals who offer help with medical, legal, and other travel-related emergencies.

The 24 hour helpline can assist you and your insured dependant if you have lost your passport or visa, if you need to find a local legal advisor, or if you require telephone interpretation services. You can also call the helpline and leave important messages for family, friends or business associates; likewise, they can call the helpline and leave messages for you while you travel. World Access will hold such messages for 15 days.

When calling the 24 hour helpline, please be ready to state your Policy No., Certificate No., ID No., and Provincial Medical Insurance Plan/Health Card Number located on your Mutual travel assistance card.

- **CANADA AND USA:** Call toll free, **1-800-268-7955.**
- **ALL OTHER COUNTRIES:** Call collect, **519-742-2605.**
- **FAX: 519-742-8553.**

## **Exclusions and Limitations**

No benefit is payable for

1. expenses incurred by you or your insured dependant due to an emergency which occurs more than 60 days after departure from your province of residence,
2. expenses for the regular treatment of an injury or disease which existed before your departure or your insured dependant's departure from your province of residence,
3. expenses incurred on a non-emergency or referral basis,
4. expenses incurred under any of the conditions listed as an Exclusion in the Extended Health Insurance Provision.

If you are covered as a retired employee, you and your insured dependants must return to your province of residence for at least 30 consecutive days before becoming eligible for another 60 days of coverage.

Due to conditions such as war, political unrest, epidemics, and geographic inaccessibility, emergency assistance services may not be available in certain countries. For more information on travelling conditions and the availability of World Access' services in a particular country, please call the appropriate 24 hour helpline.

Neither we nor World Access is responsible for the availability, quality or results of the medical treatment received by you or your insured dependant, or for the failure to obtain medical treatment.

# Dental Insurance Provision

## Benefit

You will be reimbursed when you submit proof to Mutual that you or your insured dependant has incurred any of the eligible expenses for necessary dental services performed by a dentist. To determine the amount payable, the total eligible expenses claimed are adjusted as follows:

1. the deductible, which must be satisfied each year, is subtracted,
2. the reimbursement percentage is applied, and
3. the maximums specified in the Summary of Insurance are applied.

**If you or your insured dependant are insured under another policy** and the other policy does not contain a co-ordination of benefits clause, payment under the other policy must be made first.

If the other policy does contain a co-ordination of benefits clause, priority of payment will be attributed in the following order:

### Member

1. The plan where the person is covered as a member,
2. If a person is covered under two plans, priority goes to
  - the plan where the member is a full-time employee,
  - the plan where the member is a part-time employee,
  - the plan where the member is a retiree.

### Spouse

3. The plan where the person is covered as a spouse.

### Dependent Child

4. The plan of the parent with the earlier birthdate (month/day) in the calendar year.
5. The plan of the parent whose first name begins with the earlier letter in the alphabet, if the parents have the same birthdate.
6. In situations where parents are separated/divorced, then the following order applies,
  - the plan of the parent with custody of the dependent child,
  - the plan of the spouse of the parent with custody of the dependent child,
  - the plan of the parent not having custody of the dependent child,
  - the plan of the spouse of the parent not having custody of the dependent child.

If a dental accident occurs, health plans with dental accident coverage will pay benefits before dental plans.

If priority cannot be established in the above manner, the benefits will be prorated in proportion to the amount that would have been paid under each policy had there been coverage by only that policy.

Following payment under another policy, the amount of benefit payable under this policy will not exceed the total amount of eligible expenses incurred less the amount paid by the other policy.

If you or your insured dependant incurs expenses for the services of a dentist for the treatment of accidental injuries to teeth, payment for these expenses must be made under an extended health insurance policy that includes these expenses as eligible expenses, before payment will be made under this provision.

## **Claims**

A claim must be received by Mutual within 18 months of the date the expense is incurred. For the assessment of a claim, itemized bills, commercial laboratory receipts, reports, records, pre-treatment x-rays, study models or other necessary information are required.

If your dentist has recommended dental treatment that is expected to cost more than \$500, you must have your dentist prepare a pre-treatment plan.

There is a time limit for proceedings against Mutual for payment of a claim. Proceedings must be started within 1 year of Mutual's receipt of the proof of claim.

## **Exclusions and Limitations**

No benefit is payable for

- expenses for which benefits are payable under a Workers' Compensation Act or a similar statute,
- expenses incurred due to intentionally self-inflicted injuries,
- expenses incurred due to civil disorder or war, whether or not war was declared,
- expenses for which benefits are payable under a government plan.

Anaesthesia and laboratory procedure charges must be completed in conjunction with other services and the amount payable will be limited to the reimbursement percentage of the services they are being performed in conjunction with. Laboratory charges are also limited to 66 2/3% of the fee for the procedure in the Dental Fee Guide shown on the Summary of Insurance.

## **At Termination**

If you die, your insured dependant's Dental Insurance Benefits will be continued for 24 months without payment of premiums as long as the Dental Insurance provision remains in force. Your dependants must contact your Plan Administrator to arrange the extension of coverage.

# Dental Insurance Provision - Preventive Benefit

## Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

### Procedures

- a. examination and diagnosis:
  - oral examination,
  - limited examination,
  - recall examination (once every 9 months),
  - limited periodontal examination (once every 6 months),
  - special oral examination,
  - treatment planning,
  - emergency and unusual services,
  - consultation,
  - house call, institutional call
- b. tests and laboratory examinations:
  - biopsy of oral tissue,
  - pulp vitality tests,
- c. radiographs:
  - periapical (one complete series every 2 years),
  - occlusal,
  - bitewing (once every 6 months),
  - extra oral,
  - sialography,
  - radiopaque dyes to demonstrate lesions,
  - panoramic (once every 2 years),
  - interpretation of radiographs received from another source,
  - tomography,
- d. preventive services:
  - dental prophylaxis (once every 9 months),
  - topical application of fluoride phosphate (once every 9 months),
  - pit and fissure sealant (for persons under 19 years of age),
  - caries control,
  - interproximal discing,
  - preventive recall package (once every 9 months)
  - recontouring of teeth for functional reasons
- e. space maintainers:
- f. plastic fillings:
  - amalgam,
  - acrylic or composite resin,
  - transitional restoration of fractured anterior,

- steel crown - primary **teeth**,
- g. endodontics:
- pulpotomy,
  - root canal therapy,
  - periapical services,
  - other endodontic procedures,
  - emergency procedures,
- h. periodontics:
- non surgical services,
  - occlusal equilibration (not exceeding 8 time units every year),
  - scaling (not exceeding 16 time units every year),
- i. relining and rebasing of dentures:
- j. surgical services:
- uncomplicated removals,
  - surgical removals and repositioning,
  - surgical excision,
  - surgical incision,
  - fractures,
  - lacerations,
  - frenectomy,
  - miscellaneous surgical services,
- k. anaesthesia in connection with oral surgery; drug injections:

Laboratory charges are eligible expenses limited to 66 2/3% of the fee for the procedure in the Dental Fee Guide specified in the Summary of Insurance.

## **Exclusions**

No benefit is payable for

1. expenses incurred for the treatment of malocclusion or for orthodontic treatment,
2. expenses for replacement of periodontal appliances, space maintainers, orthodontic appliances or dentures which have been lost, stolen or mislaid.

# Dental Insurance Provision- Restorative Benefit

## Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

### Procedures

- a. crowns, inlays, onlays:
  - inlay restorations,
  - crowns,
  - other restorative services,
  - hemisection,
- b. fixed bridgework:
  - bridge pontics,
  - retainers,
  - other prosthetic services,
- c. partial and complete dentures:
  - complete dentures,
  - partial dentures,
- d. repairs and adjustments:
  - porcelain repairs,
  - recementing crown,
  - adjustment to dentures,
  - repairs/additions to dentures,
  - remake partial dentures,
  - repairs to bridges,
- e. periodontics:
  - surgical services,
  - post-surgical treatment,
  - adjunctive procedures,
  - post treatment evaluation,
- f. major surgery:
  - alveoplasty,
  - excision of tumor,
  - dislocations,
- g. examinations:
  - oral examination,
  - temporomandibular joint x-rays,
  - diagnostic casts,

Replacement of an existing denture, bridgework, crown, inlay, onlay or periodontal splinting is an eligible expense if the replacement is required to replace an existing denture, bridgework, crown, inlay, onlay or periodontal splinting which was installed at least 5 years before the replacement, limited to a maximum eligible expense of the value and quality of the original denture, bridgework, crown, inlay, onlay or periodontal splinting.

The addition of teeth to an existing partial denture or bridgework is an eligible expense if the addition is required to replace one or more teeth removed while the member or insured dependant is insured under this benefit.

Laboratory charges are eligible expenses limited to 66 2/3% of the fee for the procedure in the Dental Fee Guide specified in the Summary of Insurance.

## **Exclusions**

No benefit is payable for expenses for

1. cosmetic services,
2. initial dentures and bridgework (including crowns and inlays forming the abutments) to replace a tooth or teeth missing before the member or insured dependant became insured under this benefit or to replace a tooth or teeth congenitally missing,
3. crowns and onlays, placed on a tooth not functionally impaired by incisal or cuspal damage,
4. replacement of periodontal appliances, space maintainers, orthodontic appliances or dentures which have been lost, stolen or mislaid,
5. prosthetic devices which are ordered while the member or insured dependant is insured under this benefit but are installed after termination of this benefit,
6. replacement of dentures, bridgework, crowns, inlays, onlays or periodontal splinting and addition of teeth to existing dentures or bridgework except as provided under Eligible Expenses.



# Dental Insurance Provision - Orthodontic Benefit

## Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense incurred for the treatment of malocclusion or for orthodontic treatment

### Procedures

- a. observation, adjustment:
  - oral examination,
  - skull and facial bone survey,
  - cephalometric radiograph,
  - hand and wrist radiograph,
  - diagnostic cast,
  - surgical services,
  - observation, adjustment,
  - repairs, alterations,
  - active appliances for tooth guidance or uncomplicated tooth movement,
  - retention appliances,
- b. appliances to control harmful habits:
- c. comprehensive treatment:

Laboratory charges are eligible expenses limited to 66 2/3% of the fee for the procedure in the Dental Fee Guide specified in the Summary of Insurance.

## Exclusion

No benefit is payable for expenses for replacement of periodontal appliances, space maintainers, orthodontic appliances or dentures which have been lost, stolen or mislaid.