

COLLECTIVE AGREEMENT

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No. OF EMPLOYEES	130		
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Between:



FIB-PAK INC.
(Bulk Bag Division)

(Hereinafter referred to as "the Company")

And:

UNITED STEELWORKERS OF AMERICA
Local unit 9211

(Hereinafter referred to as "the Union")

Hawkesbury, 1995 - 1998

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ARTICLE 1 - PURPOSE

1.01 The general purpose of this agreement is to secure for the Company, the Union and the employees, the full benefit of orderly collective bargaining and amicable methods of settling any differences that may arise, as provided in the collective agreement, between the parties and to set forth the conditions of employment to be observed by the Company and the Union.

1.02 Wherever the male gender is used throughout the articles within this agreement, it is agreed that the feminine gender is an acceptable substitute whenever and wherever the feminine gender is applicable.

1.03 Wherever the singular is used throughout the articles within this agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plural is applicable.

1.04 The letter of intent and the Appendix attached to this agreement are part of the Collective Agreement.

ARTICLE 2 - UNION RECOGNITION

2.01 The Company recognizes the Union as the sole bargaining agent for all employees at Hawkesbury and at Vankleek Hill, Ontario. Save and except foremen, floorladies, persons above the rank of foreman or floorlady, office and sales staff, students employed for the school vacation period and persons regularly working twenty-four (24) hours or less.

Should the number of persons working regularly twenty-four (24) hours or less per week be more than fifteen (15) the Company will afford voluntary recognition in accordance with the Ontario Labour Relations Act to this group of employees. Should this occur, negotiation of particular working conditions for this group, will commence between the Company and the Union.

ARTICLE 3 - RELATIONSHIP

3.01 The Company and the Union agree to abide by the Ontario Human Rights Code. However an employee who initiates a recourse through the Ontario Human Rights Commission Cannot pursue a grievance under the collective agreement, for the same incident.

3.02 Except as provided for in this agreement, there will be no Union activity on the premises of the Company except by prior permission of the Plant Manager or his designate.

3.03 A Union representative shall be allowed to interview employees at the Company premises, provided he first stops at the front office and receives permission from the Plant Manager, or his designate, to meet the employee at a designated location.

3.04 The Company will advise the Union of the names of those persons who have been appointed to the position of foreman or floorlady when such appointment occurs. Employees from the bargaining unit who are appointed to the position of foreman or floorlady shall retain all seniority rights for a period of eighteen (18) months. If they are returned to the bargaining unit after those eighteen (18) months, they shall be credited only with the seniority to their credit while in the bargaining unit plus the eighteen (18) months.

3.05 It is understood and agreed that persons not in the bargaining unit shall not perform bargaining unit work where such would cause any employee to lose regular hours of work or where such would prevent hiring of a full time employee.

In the event that all or part of the operations at the Hawkesbury Plant or at the

Vankleek Hill Plant are moved to another location, the collective agreement **will** continue to apply at the new location, insofar as applicable; and article 2.01 **will** be deemed to be amended as required.

3.06 Insofar **as** the collective agreement is concerned the Company **will** not enter into any verbal or written agreement with employees without the Union's approval.

In addition, any amendment to the collective agreement must be signed by the Local Union President or Chairperson and the International representative and the Company in order to be implemented.

Such agreement **will** then form part of the collective agreement for its duration.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union recognizes the right of the Company, subject to the specific terms of this agreement, to operate and manage its business in all respects and to maintain order and efficiency. The Company also has the right to make and alter reasonable rules and regulations to be observed by its employees, which rules and regulations shall not be inconsistent with the provisions of this agreement.

4.02 The Union recognizes the exclusive right of the Company to exercise the customary rights of management, subject to the terms of this agreement, to maintain order, hire, promote, demote, transfer, layoff and retire employees, and to suspend or otherwise discipline and discharge any employee for **just cause**; subject, however to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

4.03 The Company **will** not require an employee who is returning to work after an absence due to sickness to present appropriate medical documentation **unless** the absence is of more than two (2) working days or if the employee has been absent due to sickness more than twice during the preceding three (3) months.

ARTICLE 5 - UNION SECURITY

5.01 The Company shall deduct from **the** pay of each member of the bargaining unit weekly, such **Union** dues and initiation fees as prescribed by the Constitution of the **Union**.

5.02 Dues and initiation fees, so deducted shall be remitted along with a list of the **names** of employees from whom such deductions have been made prior to the fifteenth (15th) day of the month following the month payable to the International Treasurer, United Steel workers of America, P.O. Box 13083 Postal Station A, Toronto, Ontario M5W 1V7.

The monthly remittance shall be accompanied by a statement showing the name and address of each employee from whose pay deductions have been made, the total gross amount earned by each employee and the total amount deducted for the month. Such statement shall also list the names of the employees, part of the bargaining unit, from whom no deductions have been made and the reason why, along with any forms required by the International **Union**. Copy of the statement will be given to the local **Union**.

5.03 The **Union** agrees to indemnify and save the Company harmless against **all** claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this article.

5.04 The Company agrees to print the amount of total dues and deductions paid by each employee for the previous calendar year on the Income Tax T4 form.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01 The Company shall not cause or direct any lockouts of employees, and the Union shall not ~~cause~~ or direct any ~~strikes~~ of employees during the term of ~~this~~ agreement. The terms, "strike" and "lockout" shall be as defined in the Labour Relations Act of the Province of Ontario as amended, and regulations thereunder.

ARTICLE 7 - UNION REPRESENTATION

7.01 The Union may select up to two (2) employees from the Hawkesbury Plant and one (1) from the Vankleek Hill Plant to act as a negotiating committee in collective bargaining. One (1) of these employees shall be the Unit Chairperson. This shall be three (3) employees from the Hawkesbury Plant if the bargaining unit, in the Hawkesbury Plant, on the 1st of June of the year of termination of the collective agreement is in excess of a hundred (100) employees. The Union may also select, at the Hawkesbury Plant, stewards on the basis of up to three (3) on the day shift, one (1) on the evening shift and one (1) on the night shift. One (1) of the three (3) stewards on the day shift shall be designated as Unit Chairperson. At the Vankleek Hill Plant, the Union may select one (1) steward plus one (1) per shift, if applicable.

The Company shall never be required to meet with more than two (2) stewards or committee members at any one time. The full-time Union representative shall be in addition to these ~~limits~~. Employees selected as a steward or on a committee must have a minimum of having served the period of probation.

7.02 The Union shall notify the Company of the names of employees acting as Committee members and stewards. The Company shall recognize and deal with Committee members, upon proper notification in writing.

- 7.03 a) The Union recognizes that stewards and members of the grievance committee and the safety committee have regular duties to perform. Therefore, such persons shall not leave their work for the purpose of conducting any business on behalf of the Union or other employees without first obtaining permission from their respective immediate supervisors. Such permission shall not be unreasonably withheld, and where it is not granted immediately, it ~~will~~ be granted as soon as practically possible during the shift. It is understood that these persons ~~will~~ take only reasonable and necessary time to conduct the business on behalf of the Union or other employees. In recognition of employees observing the terms hereof, the Company will pay stewards and members of any Union committee for time lost from work during regular hours in meetings with any Company representatives, excluding arbitration proceedings.
- b) The Company agrees to allow members of the negotiating committee the day off without loss of regular pay for meeting with the Company for the purpose of negotiating the collective agreement. Should the negotiation meeting adjourn at midday employees will have the benefit of a half (1/2) day off without loss of regular pay instead of a day. For the purpose of this article, regular earnings include payment of incentives based on the previous quarter.

7.04 In the event of a layoff due to lack of work, the Union may select one (1) local union official at the Hawkesbury Plant and one (1) local union official at the Vankleek Hill Plant who shall be considered to have super seniority for layoff purposes only, provided there is ~~work~~ available for which such official has the ~~skill~~, ability and physical fitness to perform the normal requirements of such work.

7.05 The full-time staff representative of the Union may be allowed access to the plant with the prior permission of the Plant Manager or his designate.

7.06 There will be a Labour-Management Committee, composed of a maximum of two (2) representatives of the Union and of a maximum of two (2) representatives of the Company. This Committee **will** meet once (1) a month or as otherwise agreed upon.

Each plant has a labour - management committee. The Union representatives are employees working at the plant, respectively.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 A grievance shall be defined as any difference or dispute between the Company and any employee(s), or the Union, concerning the interpretation, application or alleged violation of **this** collective agreement. If any such grievance arises, there shall be no stoppage nor suspension of work because of such grievance, but such grievance shall be submitted to the following grievance and arbitration procedures.

8.02 **Step one:** Within seven (7) working days of the time a grievance incident occurs, the employee, with the assistance of his steward, may present the grievance in writing to **his** supervisor during working hours.

Within five (5) working days after presentation of the grievance, the supervisor **shall** meet with and give **his** answer, in writing, to the employee and the Union steward involved, during working hours.

8.03 **Step two:** If no settlement is reached in accordance with section 8.02 the grievance may then, within seven (7) working days that follow, be stated in writing, dated and signed by the griever and one (1) member of the grievance committee, and be presented to the Plant Manager or his designate indicating where the terms of the collective agreement have been violated, and the remedy or remedies sought.

8.04 The Plant Manager or his designate will hold a meeting with two (2) members of the grievance committee (and the staff representative may attend), within five (5) working days of the presentation of the written grievance. Such meeting with Management will normally be held during the day **shift** hours.

8.05 The Plant Manager or **his** designate **will** make his decision known in writing to **the** Chairman of the grievance committee within five (5) working days.

8.06 The Union has the right to initiate group grievances of two (2) employees or more at a time or a grievance of a general nature at Step Two of the grievance procedure, which must be signed by the Unit Chairperson.

8.07 Should either the Union or the Company fail to observe any of the time **limits** set out in article 8, then the grievance may be advanced to the next step in the grievance procedure. Except for the time **limits** prescribed by article 8.02 to initiate the grievance, which is mandatory, the other time **limits** prescribed by any article dealing with grievance or arbitration are directory and may be extended by written consent of the parties. The said time **limits** do not include Saturdays, Sundays, holidays or vacation.

8.08 Company grievance

If the Company claims the Union or any of its officers or representatives have violated the provisions of **this** agreement, the Company may submit a written grievance, at the second step, dated and signed, within twenty (20) working days of the alleged violation. The Chairman of the grievance committee must give a written answer within fifteen (15) days of the Company's filing of the grievance. If the Union's answer is not satisfactory, or is not made within such delay, the Company may then bring the matter to arbitration by

applying the application sections of this article mutatis mutandis.

ARTICLE 9 - DISCHARGE AND SUSPENSION GRIEVANCES

9.01 A claim by an employee that he has been unjustly discharged or suspended from his employment shall be treated as a grievance, if a written statement of such grievance is lodged with the Management within seven (7) working days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step Two will be omitted in such cases.

9.02 Such special grievances may be settled by confirming the management's action in dismissing or suspending the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

9.03 The Company will endeavour to give the Chairperson, within forty-eight (48) hours, copy of a written warning to be placed on an employee's record.

9.04 Employees who have been disciplined up to and including written warnings shall have such discipline removed from their record one (1) year from the date of occurrence, provided there has been no discipline for a similar infraction. The one (1) year delay, in the case of a suspension, runs from the date of termination of the suspension. An employee may check his record upon request, with reasonable notice.

ARTICLE 10 - ARBITRATION

10.01 When either party requests that a grievance be submitted to arbitration, it shall make such request, in writing, in the thirty (30) working days following the Plant Manager's response or from the expiration of the delay given to the Plant Manager. The request will indicate the settlement sought, addressed to the other party to this agreement, stating the matter to be arbitrated and, at the same time, shall submit a list of names of persons to act as sole arbitrator. Within five (5) working days thereafter the other party shall accept one of the suggested names or submit its own list. If the parties are unable to agree on an arbitrator within a period of five (5) working days, they will then request the Minister of Labour for the Province of Ontario to assist them in selecting an Arbitrator or use the arbitration procedure under the Labour Relations Act of Ontario.

10.02 Each of the parties hereto will jointly bear the expenses of the sole arbitrator.

10.03 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure. An error in the descriptive wording of the grievance shall not prevent the grievance from being arbitrated on its merits.

- 10.04 a) The arbitrator shall not render any decision which is inconsistent with the terms of this agreement, nor shall he add to, alter or amend any of its terms or deal with any matter not contained herein. The decision of the arbitrator shall be final and binding on the parties of this agreement.
- b) Should compensation be awarded, the arbitrator will deduct from said compensation, any amount earned by the employee or any amount received by the employee from the Unemployment Insurance, the Workers Compensation Board or the insurance company.

ARTICLE 11 - SENIORITY

11.01 An employee shall not have any seniority, and shall be considered as a probationary employee until he shall have attained seniority status by actually working a total of four hundred and eighty (480) hours. Seniority shall be on a plant-wide basis. During the probationary period the Company may terminate a probationary employee at its sole

discretion based on reasonable assessment of the employee. The seniority provisions of **this** agreement shall not apply to probationary employees.

- 11.02 a) The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of layoff due to lack of work, recall to work following layoff and all jobs that are posted, senior employees shall be entitled to preference.
- 11.02 b) In recognition however, of the responsibility of management for the efficient operation of the plant, it is understood and agreed that in all cases referred to in section 11.02 (a) management shall have the right to pass over any employee if it is established that the employee does not have the skill, ability and willingness to perform the normal requirements of the job. Should there be serious questions whether the employee has the skill, ability and willingness to perform the normal requirements of the job, the Company will give the employee a familiarisation period (in the case of job posting, a training period) of up to a maximum of five (5) work days. If during or at the end of **this** period, the employee is deemed not suitable, then he shall return to his former job and the vacancy will be reposted.

11.03 Layoff, Recall and Posting

Whenever it becomes necessary to reduce the work force, the employee affected shall be given at least one (1) week's notice in advance of the notice of layoff or pay in lieu thereof. Layoff shall only take place at the end of the employee's shift on a Friday.

However, this article will not apply where there is a layoff due to circumstances beyond the Company's control, such as power failure, flood, fire, mechanical failure, failure to receive raw material or by other like cause.

In the cases of a mechanical failure, the least senior employee on the department will be laid off should some employees stay at work.

Instead of accepting the lay off, an employee that is laid off can:

- a) displace another employee of an equal or higher classification in the plant where **he** is working;
- b) **if it is** not possible, displace another employee of an equal or higher classification in the other plant; or choose alternative (c);
- c) if it is not possible, displace another employee of a lower classification in the plant where he is working;
- d) if it is not possible, displace another employee in a lower classification in the other plant.

Should none of the above be possible, the employee is laid off.

11.04 All permanent vacant jobs, and jobs that are temporarily vacant for more than ~~thirty~~ (30) calendar days, that the Company wants to fill, and all new jobs shall be posted, at both plants, for five (5) work days on the bulletin boards. **The** successful applicant will be selected in accordance with article 11.02. Operator "A" jobs will not be posted. The Operator "B" will be promoted to "A" when an opening occurs.

Should an employee obtain a job posting, the employee will not be able to **make** an application on any posting for a period of **six** (6) months after obtaining a posted job. **This** does not apply for a posted job that has a higher rate of pay (including incentive). For the purpose of this article, the following jobs are considered to have a higher rate of

pay: machine maintenance; automatic cutting and printing table (operator A and B); cutting table operator (manual, semi-automatic); auto-hemming; warehouse feeder.

For the General help jobs that are posted, either "Plant" or "Department" are indicated.

In the **case** of jobs that will be temporarily vacant for more than thirty (30) calendar days, but less than four (4) months, that the Company wants filled, only the first job **will** be posted.

In assigning temporarily a General help employee the Company assigns first the General help Plant. When the temporary assignment is to a higher paid job the Company assigns the General help Plant by seniority as long as the employee has the skill, ability and willingness to perform the normal requirements of the job.

An employee who is temporarily replacing another employee who is absent from work, **shall** return to his regular job when the absent employee returns. Similarly, all other employees affected by the transfer shall return to their regular jobs.

11.05 Employees **will** be returned to the jobs *from* which they were laid off or bumped whenever work becomes available, within a period of twenty-four (24) months from the date of layoff or bumping.

11.06 An employee shall lose his seniority and his name shall be removed from **all seniority lists**, and the employee **shall** be deemed to have terminated his employment for any of the following reasons:

- a) if the employee quits the employ of the Company;
- b) if the employee is discharged for just cause, and such discharge is not reversed through the grievance procedure;
- c) if the employee is absent due to layoff equal to his seniority up to a maximum of twenty-four (24) months;
- d) if an employee is laid off and fails to return to work within five (5) working days after he has been notified to do so by the Company by priority post to his last known address. The five (5) working days are computed from the date that the recall notice has been delivered to the employee at his last known address.
- e) if the employee **takes** work elsewhere during leave of absence without consent of the Company;
- f) if the employee is absent due to sickness or accident for a period equal to his seniority up to a maximum of ~~thirty~~ (30) months; this period can be extended if the employee is ~~deemed~~ by medical prognosis, to resume his job as a date shortly following the end of thirty (30) months;
- g) if the employee is absent without permission for three (3) consecutive days of work without authorization or valid reason.

11.07 Seniority shall be company-wide. Seniority lists shall be prepared by the company on or about January 1st, May 1st and September 1st annually. A copy will be forwarded to the Union office as well as posted on the bulletin board.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 The Company may, at its discretion, grant leave of absence without pay to any employee to conduct personal business. The Company will give reasonable consideration to such request and will consider the employees absenteeism record in its decision. Such leave will be granted in any case in an emergency, or because of urgent family responsibility. Any person who is absent with written permission shall not be laid off, and seniority shall continue to accumulate during this absence, provided an employee on leave of absence will be responsible to pay in advance all his own benefits under the Welfare Plan, if the leave of absence exceeds one (1) calendar month.

12.02 Leave for Union Business

- a) A maximum of three (3) employees, provided no more than one (1) from any one department or from any one module is involved (no more than two (2) should there be more than ten (10) employees in a given department or in a given module) who have been elected or appointed by the Union to attend Union conventions or conferences or other Union business, shall be granted a leave of absence for this purpose. The Union will notify the Company in writing, not less than five (5) working days prior to the start of the leave, of the name of the delegates.
- b) When employees are granted leave of absence as per article 12.02 a) the Company will provide the employee with his regular earnings (which for the purpose of this article includes payments of incentives based on previous quarter) and benefits. The Union will reimburse the Company upon being invoiced.
- c) The Company will grant one (1) employee leave of absence without pay or benefits for at the most twelve (12) months in order to work as a full-time official of the Local, International Union or for any organization to which the Union is affiliated. The leave must be requested by an International Union representative at least thirty (30) days before commencement of such leave. The employee shall continue to accumulate seniority during his absence. This leave may be extended upon mutual agreement.

12.03 Pregnancy and parental leave

Employees who have completed their probationary period shall be granted pregnancy and parental leave in accordance with the Employment Standards Act of the Province of Ontario and Regulations thereunder, except that the leave for pregnancy may be for up to one (1) year rather than the limit set out in the Act.

12.04 The Company shall grant leave of absence with pay for one (1) day on the day when the employee's child is born. Only regular working time missed shall be paid for.

ARTICLE 13 - BEREAVEMENT LEAVE

13.01 Bereavement leave with pay shall be granted to an employee as follows:

- a) four (4) consecutive days, the first of these days being the day when the death occurs, shall be granted to an employee in the case of the death of employee's spouse, child, father or mother. Only regular working time missed shall be paid for.

- b) Up to three (3) days shall be granted to an employee to make arrangements for and to attend the funeral of the employee's **sister**, brother, father-in-law, mother-in-law. Only regular working time missed shall be paid for.
- c) In the case of the death of an employee's brother-in-law, sister-in-law or grandparent, the payment shall be one (1) day's regular pay if the funeral is attended. Only regular working time missed shall be paid for.

One (1) of the above days can be transferred to the day of cremation, should that be the case.

ARTICLE 14 - LEAVE FOR JURY AND WITNESS DUTY

14.01 Any employee who is subpoenaed by any Court of **Law** to serve on a jury, or act as a witness for the Crown (but not in his own defence), shall be paid for all regular hours of work missed while serving on said jury, provided the employee:

- a) produces the subpoena, if requested to do so by the Company;
- b) pays to the Company all jury duty fees and witness fees (**not** expenses);
- c) reports for work when not required to sit on the **jury** or act as a witness.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01 This article where it defines the hours of work, shall not be construed as a **guarantee of** hours of work per day or per week, but merely provides a basis for the calculation of overtime.

15.02 The regular work week consists of forty (**40**) hours per week to be worked in five (**5**) days Monday to Friday. The present daily hours shall remain (subject to 15.04).

15.03 Employees will be allowed one-half (1/2) hour meal period and two (**2**) paid rest periods; one (1) fifteen (**15**) minutes paid rest period to be taken in the first half shift; one (1) fifteen (15) minutes paid rest period to be taken in the second half shift.

15.04 Should the Company institute a three shift schedule the hours of work **will** be as follow;

1st shift	08:00 to 16:00
2nd shift	16:00 to 24:00
3rd shift	00:00 to 08:00

The most senior employees will have shift preference.

The half hour meal break will be paid.

Employees assigned to the afternoon shift will receive a shift bonus of thirty-five cents (**0.35\$**) for each hour worked on the afternoon shift. Employees assigned to the night shift will receive a shift bonus of forty-five cents (**0.45\$**) for each hour worked on the night shift.

Employees on the automatic cutting and printing table **will** rotate.

15.05 Whenever an employee is required by the Company to change **shifts** in the same week, that employee will be provided with a notice of twenty-four (**24**) hours, or receive time and a half for the first day on the new shift.

ARTICLE 16 - OVERTIME

- 16.01 a) The Company offers the overtime in the following order: first, as equitably as practicable, among employees in the classification of the work to be done in overtime. Second, by seniority, **among** employees that have signed a voluntary list posted every week. For work to be done in overtime in classification Operator B, Automatic Cutting and Printing Table, should said Operators in said classification refuse, Operators in the cutting department will be asked before the Company uses the list as provided herein; first asking Operator **A** and second, Operator Cutting Table manual or semi-automatic.
- b) Overtime work shall be on a voluntary basis under the following provisions:
- Should the employee asked as provided in paragraph a), refuse, the employee having the least **seniority** in the classification shall perform the work to be done in overtime.
- c) It is understood that employee to be asked under a) or b) must have the skill, ability and physical fitness to perform the normal requirements of the work to be done in overtime.
- d) Overtime is assigned and distributed amongst employees normally working in the plant in which overtime is required.
- 16.02 a) All authorized work performed by an employee beyond his normal daily scheduled hours, and all authorized work performed by an employee on a paid holiday as per article 19 shall be paid at the rate of time and one-half ((150%)), Except if an employee is on his normal daily scheduled hours, all authorized work performed by an employee on a Saturday shall be paid at the rate of **time** and one-half (150%).
- b) **All** authorized work performed by an employee on Sunday shall be paid at the rate of double time (200%).
- c) **Overtime** shall be paid once only for hours worked and shall not be pyramided and will be paid under one provision only.
- 16.03 Foremen for each classification will maintain **an** up-to-date list of **the** acceptances and the refusals by employees of overtime opportunities. These lists will be available at any time for consultation by the Union or the employees concerned. **A** refusal to work overtime shall be counted as overtime having been worked for the purpose of an equal distribution of overtime opportunities.
- 16.04 **An** employee working overtime for two (2) or more hours, at the end of his regular shift, shall be entitled to ten (10) minutes rest period at the beginning of the overtime.
- 16.05 **An** employee working overtime for four (4) or more hours at the end of his regular **shift**, shall be entitled to a paid meal period of **thirty** (30) minutes, to be taken at a convenient time as determined **with** the supervisor. In such case article 16.04 does not apply.

ARTICLE 17 - BULLETIN BOARD

- 17.01 The **Union** may **use** a separate Bulletin Board for the posting of Union notices, provided all material has received the prior approval of the Plant Manager, or his designate. The **bulletin** board **will** be enclosed, with a lock and key.

ARTICLE 18 - REPORTING FOR WORK AND CALL-IN

18.01 The Company will pay four (4) hours at the regular rate of pay (which will take into consideration incentive where applicable) to an employee who reports for work and is prevented from working. This does not apply where the lack of work is due to circumstances beyond the control of the Company.

18.02 An employee who is called in to work after completing his regular shift and leaving the Company premises, shall be paid at overtime rates for the work done on a call-in basis and guaranteed at least four (4) hours work, or pay, for each call-in, except when the call-in is prior to the employee's regular starting time, in which case the overtime rate applies only up to the regular starting time.

ARTICLE 19 - PAID HOLIDAYS

19.01 The following days will be considered as paid holidays, namely:

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

Two (2) days are added as paid holidays to be taken between Christmas and New Year.

Note: If a paid holiday falls on a Saturday or on a Sunday, it shall be celebrated on the succeeding Monday. However, the holiday is paid on a eight (8) hours basis.

Payment of paid holidays includes incentive where applicable

19.02 To be eligible to receive pay for a holiday, an employee shall:

- a) have completed the probationary period of employment;
- b) have worked the last full shift immediately preceding and the first full shift immediately succeeding a holiday (except if absent due to layoff which commenced not more than ten (10) working days before or after the paid holiday) or unless the absence on either or both of the said days only, was due to certified personal illness or leave of absence, which commenced not more than five (5) days prior to the holiday. Authorized leave of absence or absence under article 13 or 14 contained above, shall be considered time worked for purposes of the qualifying days. If an employee is thirty (30) minutes or less late on the shift preceding or succeeding the paid holiday, the employee can make up on regular time the time lost. The employee who makes up the time lost is then eligible to receive pay for the holiday.
- c) No payment for a holiday will be made under b) above if an employee is receiving Worker's Compensation or weekly indemnity payments.

19.03 If any of the above holidays falls during an employee's vacation, the employee will be granted another day off with pay within thirty (30) days.

ARTICLE 20 - VACATIONS

20.01 Vacations with pay will be granted by the Company in accordance with the following:

- a) one (1) year of continuous service - two (2) weeks;
- b) five (5) years of continuous service - three (3) weeks;
- c) twelve (12) years of continuous service - four (4) weeks.

20.02 For purposes of vacation only, continuous service will be calculated as of June 30th each year in accordance with the Employment Standards Act.

20.03 Payment for vacations **will** be at two per cent (2%) of an employee's gross earning (**but** not including the previous year's vacation pay) during the vacation year **for** each week of vacation to which he is entitled except that employees with twelve (12) years or more of **continuous** service will receive payment at eight per cent (8%) of his gross earning (**but** not including the previous year's vacation period). Employees shall receive their vacation pay immediately prior to their departure on vacation if vacation is taken in multiples of full weeks. All vacation pay must be issued by December 31st in any year.

20.04 Employees with less than one (1) year of continuous service as of June 30th will be paid four per cent (4%) of gross earnings in lieu of vacation.

20.05 Employees terminating their employment shall receive their applicable vacation pay to which they would be entitled for that year.

20.06 If more **than** one (1) employee wants the same time off for vacation purposes, then the senior employee shall be given the preference in accordance with operating requirements.

20.07 The Company will not **use more** than two (2) plant shut-down for vacation purposes. The employees shall be informed of the time of such shut down(s) by May 1st or earlier. Employees having the right to a third week of vacation or a fourth, **will** notify the Company of their choice before May 15th. The Company will consider the choice of the employees in accordance with 20.06. The vacation schedule shall be finalized by May 31st.

20.08 An employee who works during his vacation can take compensatory time off as vacation time.

20.09 An employee who has a certified personal illness immediately prior to the **beginning** of his vacation period may transfer his vacation **time** to another available **date**.

ARTICLE 21 - CLASSIFICATIONS AND RATES OF PAY

21.01 The Company will classify employees and pay hourly rates in accordance with the following:

<u>Classification</u>	<u>Feb. 11/96</u>	<u>Nov. 1/96</u>	<u>Nov. 1/97</u>
Machine Maintenance	14.30\$	14.55\$	14.80\$
Automatic Cutting and printing table			
- Operator A	11.61\$	11.86\$	12.11\$
- Operator B	10.52\$	10.77\$	11.02\$
Cutting Table Operator)			
- manual)	9.98\$	10.23\$	10.48\$
- semi automatic)			
Juki Operator	8.50\$	8.75\$	9.00\$

Chain operator	8.39\$	8.64\$	8.89\$
Hemming Operator	8.34\$	8.59\$	8.84\$
All fabric Loop	8.34\$	8.59\$	8.84\$
Pre-production Operator	8.34\$	8.59\$	8.84\$
Tacker (double head Juki)	8.34\$	8.59\$	8.84\$
Baler operator	8.34\$	8.59\$	8.84\$
packaging	8.34\$	8.59\$	8.84\$
General Help - Department - Plant	8.45\$	8.70\$	8.95\$
Auto Hemming	9.98\$	10.23\$	10.48\$
Warehouse feeder	9.20\$	9.45\$	9.70\$
Modular Operator	8.50\$	8.75\$	9.00\$
Modular Support	8.45\$	8.70\$	8.95\$

- Retroactive for all employees: For all hours worked between November 1, 1995 to February 10, 1996: \$0.25;

New employees - 6% below classification rate for duration of the probationary period.

Lead Hand - employee designated as lead hand to receive an hourly rate of:

February 11, 1996 11.61\$
November 1, 1996 11.86\$
November 1, 1997 12.11\$

Note 1: The total incentive paid to employee in a week is divided by the number of employees working under the incentive plan during that week. The result is then divided by the regular hours of that work week. Twenty-five per cent (25%) is then calculated on the result and given to each employee classified general help (department and plant) for every hour worked during said week.

21.02 The Company reserves the right to modify the production incentive program presently in effect.

However, any changes will be subject to article 21.04 and any changes must be in relation to technical factors involved - e.g. new machine or new process, system, etc.

21.03 The above job titles are descriptive only and employees will be required to perform related and assigned tasks.

21.04 The Company agrees to negotiate with the Union, the rate of pay for any new job or any job changes in a major way or any change in the incentive plan reducing the opportunity for earnings, prior to the rate being installed. However, if the parties fail to agree on the new rate, they shall install the new rate proposed by the Company and the Union shall have the right to grieve whether or not the rate is proper based on its relationship to related or similar jobs presently in existence.

21.05 Employees who are physically diminished or incapacitated at the service of the Company following an accident or an industrial sickness can, following mutual agreement

between the Company and Union, be exempted from the provisions regarding seniority and wage rates. The Company will make every possible effort to give to handicapped employees such suitable employment as is available.

21.06 Pay cheques shall normally be issued through direct deposit on Thursdays (or possibly Fridays when a paid holiday occurs in the week). These times shall not be **guaranteed** if problems occur beyond the control of the Company, or if **an** employee deals with a banking Institution that cannot accommodate, for these times, direct deposit **with** the Company's banking Institution.

- 21.07**
- a) An employee who is temporarily transferred from his job to another, for the convenience of the Company, for in excess of one (1) hour, shall receive his own rate or the rate of the job to which the employee is transferred, whichever is higher. If the employee goes from an incentive job to a non-incentive job, or a lower-paying incentive job, then that employee **will** be assured **his** regular earning based on a list published by the Company at the same time as the seniority list is published.
 - b) If **an** incentive-rated employee is transferred to another job and then returned to their regular job during the day, said employee **will** receive the higher of:
 - his average for all hours worked, or
 - his average for hours worked on the transferred job, and earned incentive for hours worked on his own job.

21.08 An employee **working** on an incentive job who is assigned to another incentive job shall be paid the accumulated incentive on his principal job plus the average or the **bonus** whichever is the highest on the job he is assigned to. The accumulated bonus paid on his initial job would require a minimum of fifteen (15) minutes for calculation purposes. Anyone being moved to another incentive job for the full day would receive his average or the accumulated bonus for that day, whichever is the highest.

ARTICLE 22 - COPIES OF THE AGREEMENT

22.01 The company and the union desire that the provisions of **this** agreement and the rights and duties under it be familiar to each employee. For **this** reason the Company will have the agreement printed in booklet form in English and French. Where **any** dispute **arises** in connection with any of the terms of this agreement, the English text shall govern.

ARTICLE 23 - SAFETY AND HEALTH

23.01 The Company will make reasonable provision for the safety and health of its employees during the hours of their employment. Such protective devices as the Company requires to be worn and other equipment which, in the opinion of the company, is necessary to protect the employees from injury, shall be provided by the Company, at no costs to the employee, excluding safety protective footwear.

The Company will pay to any employee designated by the Joint Health and Safety Committee, upon receipt of proof of purchase of approved safety shoes, a sum of **ninety** dollars (90.00\$) for said safety shoes, once every **two (2)** years. The employee designated must wear said safety shoes

23.02 There shall be a Joint Health and Safety Committee comprised of **two (2)** employees at **the** Hawkesbury Plant and one **(1)** at the Vankleek Hill Plant, these employees selected by the Union; and **three (3)** representatives selected by the Company. The JHSC shall meet monthly. The JHSC shall make recommendations to the Company and assist **in** the promotion and enforcement of safe working practices. Committee members shall not

lose regular earnings as a result of serving on the JHSC. The JHSC is to act for both plants. However, except where provided otherwise, it is understood that all interventions by a Union committee member at a particular plant will be done by an employee member **working** at that plant.

23.03 The Company shall continue its existing practice regarding the supply of work gloves and other working clothing. Limits to such supply shall be set by the company and old articles must be turned in before new articles are provided. Maintenance of such articles will be the responsibility of the employee, but the articles remain Company property.

23.04 An employee hurt in an industrial accident while performing his normal duties, and who is sent home by his foreman, or by outside medical advice, shall be paid for regular working time lost for the balance of the regular shift on which he was injured, at his regular hourly earning. The safety committee may receive copies of Workers Compensation Form 7, upon request.

23.05 The Company shall continue to assist employees in properly **filling** out Ontario Workers Compensation Board forms.

23.06 The Company **shall** provide transportation for the employees during their shift, when an accident or industrial sickness requires medical treatments. It is not the intent of the above provisions to make the Company responsible for the payment of such time and transportation, which is compensated by the Workers Compensation Board.

23.07 The **Union** shall have the right to initiate grievances on safety matters at Step No. 2.

23.08 **Both parties** agree that it is desirable to **minimize** the risk of adverse health effects due to exposure to ergonomic factors. Therefore the JHSC **will** study means to improve and render ergonomically correct the work stations. The JHSC will also study possibilities of modified work for an injured employee. The JHSC **will** make recommendations to the Company pursuant to these studies.

23.09 The member representing workers on the JHSC shall be promptly notified and **permitted** to attend and participate **in** work accident investigations involving workers. This shall include "near misses" where **an** incident occurred which demonstrated potential for **injury**.

23.10 **All** accident/incident reports shall be provided to the JHSC upon completion.

23.11 A copy of the W.C.B. Form 7, shall be provided to an employee making a claim for a work accident or industrial disease. The JHSC may receive copy of the W.C.B. Form 7 and any attached correspondence, upon request. In case there is any question of confidential information, such information will be provided, upon receipt of a waiver signed by the employee.

23.12 It is understood that an employee who is alone on the premises may only be **require** to **perform** plants security related duties during **his** shift. An employee sent home under **this** article **will** be paid for the balance of **his** shift.

23.13 The Company shall respond in writing **within** twenty one (21) days to the recommendations of the JHSC, when placed in writing. The written response shall contain a timetable for implementation should the recommendations be accepted; and the reasons, should the recommendations not be accepted.

ARTICLE 24 - GROUP INSURANCE BENEFITS

24.01 The Company shall pay its portion of the premium costs to maintain the level of benefits as set out in article 24.02. The Company will continue to provide employees

with necessary assistance in filing claims with insurer.

- 24.02 Sharing of premium cost is on a 50/50% basis and the coverage is as follows:
- a) Life insurance 25,000\$ A.D.D. 25,000\$;
 - b) Weekly Indemnity: 60% of earnings up to the UIC maximum Benefit on a 1-4-17 formula;
 - c) Extended health package;
 - prescription at 100% with a 25.00\$ deductible per year;
 - 100% on balance of package (i.e. private duty nursing, semi-private hospital ward, etc.);
 - employees already covered by another plan offering a better of equal benefit will not be eligible for the extended health care package;
 - d) As of November 1, 1996, basic dental package coverage shall be purchased: 100% basic services, 25\$ deductible/calendar year. 1000\$/person per calendar year maximum, current ODA.

24.03 Employees no longer on the active payroll shall have premiums paid on their behalf as follows:

- a) to the end of the last month worked in cases of termination;
- b) to the end of the month following the last month worked in cases of layoff;
- c) to the end of a six (6) months period after the last month worked in cases of sickness or accident.

Probationary employees are eligible for coverage upon completion of the probation period.

ARTICLE 25 - GENERAL

25.01 Humanity fund

The Company agrees to deduct on a monthly basis the sum of 1.60\$ from the wage of all employees in the bargaining unit, and prior to the 15th of the month following, shall pay the amount so deducted to the Humanity Fund and shall forward such payment to the United Steelworkers of America, National Office, 234, Eglinton Avenue, E. Toronto, Ontario M4P 1K7, and shall advise in writing both the Humanity Fund at the aforementioned address, and the Local Union, that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the company and the Local Union of that employee's written statement of his desire to discontinue such deduction from his pay, which may be received during the four (4) weeks following ratification of the agreement or at any time thereafter.

25.02 Technological Change

A technological change shall mean automation of equipment or the introduction of new equipment or new production methods, which substantially change the operation.



The Company will give as much advance notice as possible to the Union but in no case shall this be less than sixty (60) days. The notice shall be in writing and shall state the nature of the change, the proposed date upon which the employer intends to effect the change, the approximate number of employees likely to be affected, and the effect the change is likely to have on the security of employment, wages, and/or working conditions of employees.

The Company will meet with the Union (two (2) employees chosen by the Union; one of which from the plant concerned and the other the Unit Chairperson), to advise of the plans concerning such change. The purpose of such meeting is to advise and inform the Union, and to provide the Union with an opportunity for input into the way in which the change can best be carried out. Such meeting will be held as soon as possible, but not less than 30 days prior to the implementation of the change.

Employees whose jobs are substantially affected by Technological change will receive an adequate Training period to perform the normal requirements of the changed job. Should a position be abolished as a result of Technological change or should the employee not be able to perform the normal requirements of the job after the Training period, said employee can utilize his seniority to displace another employee under the terms of article 11.02. In the event of a decrease in the base wage, the employee concerned will be redcircled at his former base rate.

The Company agrees to meet with the Union (two (2) employees chosen by the Union; one of which is from the plant concerned and the other the Unit Chairperson) for the purpose of discussion and receiving input concerning the development of the Training provided in this article. The Union will have an opportunity to review and comment on the Training program prior to its implementation; any representations made by the Union in this regard will be considered by the Company. The Company will provide a reasonable period of time during working hours, without loss of regular pay, to these two (2) employees, to conduct this review.

25.03 Apart from Modular, the Company accepts the goal of standardizing and improving training as given under past practice and this will be discussed at Labour Management Meetings.

ARTICLE 26 - DURATION

26.01 This agreement, which supersedes all others, written, express or implied, shall continue in full force and effect from and including the date of ratification to and including the 31st day of October 1998. Unless either party notified the other of its desire to amend or terminate the said agreement, it shall continue in effect from year to year thereafter.

26.02 Notice that either party intends to amend or terminate this Agreement may only be given during a period of not more than ninety (90) days preceding October 31st, 1998, or any succeeding anniversary date.

SIGNED AT HAWKESBURY, ONTARIO THIS 29th DAY OF FEBRUARY 1996.

For the Company

For the Union

APPENDIX A - MODULAR SYSTEM

- 1] **GENERAL**
- 1- The modular system provides an opportunity for a bonus to the module which will be calculated and be distributed to module members as provided in **this** appendix.
- 2- The weekly individual efficiency of sewing operators is calculated by using method outlined in spreadsheet attached, which is part of **this** Appendix
- i.e. efficiency % x standard time = adjusted time.
- $$\text{Weekly individual efficiency} = \frac{\text{sum of daily adjusted time}}{\text{sum of daily standard time}}$$
- 3- The module efficiency is calculated by using method outlined in spreadsheet (attached)
- i.e.: module efficiency = $\frac{\text{bonus minutes}}{\text{sum of actual standard minutes}}$
- $$\text{bonus minutes} = \text{sum of finished units} \times \text{SAM} - \text{minutes for operation performed in off standard time}$$
- 4- A standard time (SAM) is established by a Cie's representative and a union steward is to be present during the timing.
- 5- Once a **SAM** is established on a production order of units, the Company can revise and change the said **SAM** as of the second production order of the said units. When a **SAM** is established or changed, should the Union consider that such **SAM** not be in accordance with recognized general principles of industrial engineering, the **SAM** as established or changed by the Company **will** be applied. However, the Union shall have the right to grieve **as** to whether or not the SAM is correct. In such a case, the parties will attempt to appoint an arbitrator who is familiar with a similar incentive system. The arbitrator, in determining whether the **SAM** is correct or not, must follow recognized general principles of industrial engineering.
- 6- Should the **SAM** not be revised after the second production order of said units or should there be no grievance after a SAM is established or changed as per article 5 of **this** appendix, said **SAM** cannot be changed or contested as long as there are no changes in the **unit**, or method of production, or unit design, or machinery, or equipment for the units covered by said **SAM**. Should there be such changes, and the **SAM** be revised, the dispositions of article 5 apply.
- 7- Except for the grievances already in process under the previous Collective Agreement, the Union accepts that the existing SAMs are in accordance with recognized general principles of industrial engineering.
- 8- The Union accepts that the PF&D as calculated for existing **SAMs** **will** be the same for establishing any new **SAM** or reviewing existing **SAMs**.
- 9- A sewing operator working in the following off standard situations:
- No work on standard available and the operator is asked to stay at work;
 - Mechanical problems;
 - Training;

- Planning and scheduling which would result in delays in production problems;
- **Time** authorized by the Company for discussions with module members;
- **Time** paid by the Company, as provided in the collective agreement, for Union business.
- **Time** authorized by the Company for cleaning of work area and maintenance.

receives his weekly average should said off standard work be for less than 50% of the week or his 4 months average should said off standard work be for more than 50% of the week.

10- The module bonus is calculated and distributed as follows:

A) Calculation

$$\begin{aligned} \text{Module sewing bonus} &= (\text{Module efficiency} \cdot 82) \times \text{base wage} \\ (\$/\text{week}) &\quad \times \text{total standard minutes worked} \\ &\quad \text{by sewing operator} \\ &\quad \times .015 \end{aligned}$$

60

This formula applies when module efficiency is 85% and over. When module efficiency is 75% and over but less than 85%, each sewing operator in the module will receive \$0.30/hour worked in the week in addition to the base rate. The total paid will constitute the module sewing bonus for that week.

This provision in no way can be interpreted as a tolerance of modular efficiency of less than 100%.

B) Distribution of bonus

Sewing operator:	Module sewing bonus x individual adjusted time
	<hr style="width: 80%; margin: auto;"/>
	Sum of individual adjusted times

Support

Individual bonus:	3,5% x module sewing bonus x standard minutes worked by employee in module in week
	<hr style="width: 80%; margin: auto;"/>
	2265

*Should one (1) statutory holiday occur in week, 480 is deducted from 2265, per statutory holiday.

*The number 2265 is to be revised should the total work minutes in work week, change.

11- Employees in the module will be provided with information necessary to verify bonus earned weekly.

II] JOB POSTING, LAY OFF AND RECALL

- 1- As long as modular system exists at the Company and subject to particularities in implementing modular system in Hawkesbury as provided in section III of the present appendix:
1. Any new employee or any employee who applies in a sewing operator job or support in modular cannot, for six (6) months after **obtaining** said job, apply for any job other than in modular except: machine maintenance; automatic cutting and printing table (operator A and B); cutting table operator (manual, semi-automatic); auto-hemming; warehouse feeder.
 2. An employee that is not in modular and is laid off can **use his** seniority to displace (bump) another employee in modular if he has the **skill**, ability and willingness to perform the normal requirements of the job. The employee can, instead of bumping, accept to be laid off.
 3. Such an employee that has displaced in modular cannot, for the duration of the collective agreement, work in any job other than modular except: machine maintenance; automatic cutting and printing table (operator A and B); cutting table operator (manual, **semi**-automatic); auto-hemming; warehouse feeder. This does not apply if the employee is recalled to his previous job.

III] IMPLEMENTATION OF MODULAR SYSTEM AT HAWKESBURY

- 1- Pursuant to the signature of the collective agreement, the Company **can** immediately, implement two (2) modules in its Hawkesbury plant. Provisions of article 25.02 apply in such an implementation.
- 2- Employees that are to work in the modules will be chosen by seniority, **skill** and ability to perform the normal requirements of the job and **willingness** to work in the modular system, as **per** article 11. It is understood that sewing operators have priority for sewing jobs in module.
- 3- During the **first** month of **working** modular, chosen employees will receive their four (**4**) months average plus base pay.
- 4- As of the second month working modular, modular bonus equally distributed will apply or average plus base pay, whichever is higher.
- 5- At the end of the second month working modular, modular bonus as set forth in **this** Appendix will apply.
- 6- Any employee that works in the modular system can decide, during the course of his first three (3) months of **working** modular, to stop **working** modular. Such an employee **can** return to his previous job should it exist still or displace another employee under the terms of the collective agreement. However, such an employee cannot, for the duration of the collective agreement, displace an employee **working** modular or apply on a posted job in modular, except in the event of a lay off where the employee cannot bump in any other non modular jobs in the bargaining unit. In such a case, should the employee bump in modular, provisions of section II of this Appendix apply.
- 7- Six (6) months after the **start** of implementing the two modules at Hawkesbury, the Company can proceed with full implementation of modular system at its Hawkesbury plant. Provision of article 25.02 apply.

8- Module members have regular meetings (at least once (1) a month) with the Company to discuss module operations and resolve problems. For the first three (3) months of implementation, the Unit Chairperson has the right to attend such meetings. After the first three (3) months the Unit Chairperson can attend such meetings should the module members request it.

9- New employees

Articles 2, 3, 4 and 6 of this section do not apply to newly hired employees. Such employees, for the first two (2) months of employment, **will** receive over ~~the~~ hourly rate as provided in the collective agreement, a bonus equal to the individual **bonus** calculated for the support in their module. For the same two (2) months of employment their individual efficiency is not included in calculation of the module efficiency.

10- An employee not working modular that obtains a job in modular either through posting or displacement (bumping) will receive, for the first two (2) weeks working modular his 4 months average plus base pay. For the second two (2) weeks working **modular**, **this** employee **will** receive his four months average plus base pay or his individual bonus (plus base pay) as calculated in modular, whichever is higher.

After the first four (4) weeks working modular, **this** employee **will** receive **his** individual bonus (plus base pay) **as** calculated in modular. **During** the **same** first four (4) weeks, **this** employee will receive training and/or familiarization.

Should **this** employee have obtained the job in modular through posting, there **will** be a period of a maximum of ten (10) work days in which either the employee or the Company can decide to return the employee to **his** former job.

BULK BAG DIVISION
MODULAR SYSTEM BONUS-PHASE II

Start date: June 19th 95
End date: June 23rd 95

<u>INDIVIDUAL EFFICIENCY</u>	Efficiency %	STD TIME min	ADJUSTED TIME min	OFF - STANDARD TIME				absent min
				1 min	2 min	3 min	4 min	
Operator # 1								
Mon	105.00%	460	483.00	20				
Tues	96.00%	241	231.36					239
Wed	101.00%	320	323.20		160			
Thurs	105.00%	459	481.95			21		
Fri	120.00%	315	378.00			30		
		1795	1897.51	20	160	51	0	239
AVERAGE EFFICIENCY (adj/std)			<u>105.71%</u>			STD TIME:		1795
						OFF-STD:		231
						ABSENT:		239
						TOTAL TIME AVAIL.:		2265
						BREAKS		135
						GROSS TIME		2400
Operator # 2								
Mon	118.00%	470	554.6	10				
Tues	122.00%	470	573.4	10				
Wes	121.00%	480	580.8					
Thurs	124.00%	438	543.12		27	15		
Fri	130.00%	315	409.5		30			
		2173	2661.42	20	27	45	0	0
AVERAGE EFFICIENCY			<u>122.48%</u>			STD TIME:		2173
						OFF-STD:		92
						ABSENT:		0
						TOTAL TIME AVAIL.:		2265
						BREAKS		135
						GROSS-TIME		2400

**BULK BAG DIVISION
MODULAR SYSTEM BONUS-PHASE II**

Start date: June 19th 95
End date: June 23rd 95

<u>AVERAGE EFFICIENCY</u>	Efficiency %	STD TIME min	ADJUSTED TIME		OFF-STANDARD TIME				absent min
			min	min	1	2	3	4	
Operator # 3									
Mon	117.00%	470	549.9						
Tues	124.00%	470	582.8						
Wed	128.00%	480	614.4						
Thurs	127.00%	430	546.1		27		23		
Fri	140.00%	315	441				30		
AVERAGE EFFICIENCY		2165	2734.2	20	27	53	0	0	0
			<u>126.29%</u>			STD TIME:		2165	
						OFF-STD:		100	
						ABSENT:		0	
						TOTAL TIME AVAIL.:		2265	
						BREAKS		135	
						GROSS TIME:		2400	
Operator # 4									
Mon	99.00%	470	465.3	10					
Tues	76.00%	480	364.8						
Wed	94.00%	480	451.2						
Thurs	96.00%	438	420.48		27		15		
Fri	100.00%	290	290				55		
AVERAGE EFFICIENCY		2158	1991.78	10	27	70	0	0	0
			<u>92.30%</u>			STD TIME:		2158	
						OFF-STD:		107	
						ABSENT:		0	
						TOTAL TIME AVAIL.:		2265	
						BREAKS		135	
						GROSS TIME:		2400	

**BULK BAG DIVISION
MODULAR SYSTEM BONUS-PHASE II**

Start date: June 19th 95
End date: June 23rd 95

INDIVIDUAL EFFICIENCY	Efficiency %	STD TIME min	ADJUSTED TIME min	OFFSTANDARD TIME				absent min
				1 min	2 min	3 min	4 min	
Operator # 5								
Mon	129.00%	470	606.3	10				
Tues	133.00%	470	625.1	10				
Wed	138.00%	480	662.4					
Thurs	144.00%	436	627.84		44			
Fri	146.00%	315	459.9			30		
AVERAGE EFFICIENCY		2171	2981.54 <u>137.33%</u>	20	44	30	0	0
								STD TIME: 2171
								OFF-STD: 94
								ABSENT: 0
								TOTAL TIME AVAIL: 2265
								BREAKS 135
								GROSS TIME: 2400
Operator # 6								
Mon	107.00%	460	492.2	20				
Tues	118.00%	455	536.9	25				
Wed	128.00%	475	608		5			
Thurs	132.00%	437	576.84		29	14		
Fri	131.00%	315	412.65			30		
AVERAGE EFFICIENCY		2142	2626.59 <u>122.62%</u>	45	34	44	0	0
								STD TIME: 2142
								OFF-STD: 123
								ABSENT: 0
								TOTAL TIME AVAIL: 2265
								BREAKS 135
								GROSS TIME: 2400

**BULK BAG DIVISION
MODULAR SYSTEM BONUS-PHASE II**

Start date: June 19th 95
End date: June 23rd 95

<u>INDIVIDUAL EFFICIENCY</u>		<u>Efficiency</u>	<u>STD TIME</u>	<u>ADJUSTED TIME</u>	<u>OFF-STANDARD TIME</u>				<u>absent</u>
		<u>%</u>	<u>min</u>	<u>min</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>min</u>
Operator # 7				<u>effxstd</u>					
Mon		0.00%	0	0	20				
Tues		0.00%	0	0	25				
Wed		0.00%	0	0		5			
Thurs		0.00%	0	0		29	14		
Fri		0.00%	0	0			30		
AVERAGE EFFICIENCY			0	0	45	34	44	0	0
									STD TIME: 0
									OFF-STD: 0
									ABSENT: 0
									TOTAL TIME AVAIL: 0
									BREAKS 0
									GROSS TIME: 0
TOTAL INDIVIDUAL:			12604	14893.04			747		239

MODULE EFFICIENCY

	BRAND #	OPERATION #	UNITS #	S.A.M. min/un.	TOTAL min
Mon	F-028 STD		460	5.2095	2396.37
	F-028 OFF-STD	1	10	0.9086	9.09
Tues	F-028 STD		607	5.2095	3162.17
Wed	F-028 STD		628	5.2095	3271.57
	F-028 OFF-STD	7	30	0.6169	18.51
Thurs	F-028 STD		380	5.2095	1979.61
	T-065-A STD		81	9.9617	806.90
Fri	T-065-A STD		300	9.9617	2988.51

STD:	14605.12
OFF-STD:	27.59

TOTAL BONUS MINUTES: 14577.53
(remove minutes for operations performed in off standard time)

TOTAL ACTUAL STD MINUTES: 12604.00
(sum of all individual minutes)

MODULE EFFICIENCY: 115.66%
(bonus min/std min)

LETTER OF INTENT

Between: **FIB-PAK INC.**
(Bulk Bag **Division**)

(Hereinafter referred to as "the Company")

And: **UNITED STEELWORKERS OF AMERICA**
Local unit **9211**

(Hereinafter referred to as "the Union")

1- In the two (2) weeks following the ratification of the Collective Agreement, the existing General help and Feeder employees give their names to the Company should they want to be classified General help Plant. The Company will assign the required number of employees to General help Plant by seniority. Should there not be a sufficient number of employees so interested the Company will determine which General help or Feeder are classified General help Plant by reverse order of seniority.

2- The employees classified as machine maintenance on the date of signature, **will** continue to receive the following wage adjustment: \$0.50/hour on the condition that they continue and successfully complete the maintenance mechanic course engaged and they must obtain the **competency card**. Should they drop out of the course or should not successfully complete said course and not obtain the competency card, or should they change classification, the wage adjustment will stop.

3- The Company **can install**, for Cutting and Auto Hemming, a twelve (12) hours **shift**, continuous operation; 3/2, 2/3, working Friday, Saturday and Sunday; 36 hours and 48 hours; employees to rotate accordingly.

The Company will give **three** (3) weeks notice prior to implementation or termination.

These employees **will** be paid time and a half for all hours worked after 36 hours in their 36 hours week; and time and a half for all hours worked after 44 hours in their 48 hours week.

These employees **will** have, per day, two paid lunch periods of thirty (30) minutes and two **(2)** paid rest **periods** of fifteen (15) minutes.

For paid holidays, these employees **will be** paid eight (8) hours if the paid holiday is on a non scheduled working day; or twelve (12) hours if the paid holiday is on a scheduled working day; for the employee concerned.

These employees will be paid time and a half for all hours worked in a day over twelve (12) hours.

SIGNED AT HAWKESBURY, ONTARIO THIS 29th DAY OF FEBRUARY 1996.

FOR THE COMPANY

FOR THE UNION

SIGNE A HAWKESBURY, ONTARIO CE 29e JOUR DE FEVRIER 1996.

POUR LA COMPAGNIE

POUR LE SYNDICAT

LETRE D'INTENTION

Entre: FIB-PAK INC.
(Division des sacs)
1201, Spence avenue
Hawkesbury, Ontario
K6A 3G7

(ci-après appelée la "Compagnie")

Et: LES METALLURGISTES UNIS D'AMERIQUE
Section Locale 9211
234, avenue Eglinton
Toronto, Ontario
M4B 1K7

(ci-après appelé le "Syndicat")

1- Dans les deux (2) semaines suivant la ratification de la convention collective, les employés classés aide-général et alimenteur donnent leur nom à la Compagnie dans l'éventualité où ils désirent être classés comme aide-général usine. La Compagnie assignera le nombre d'employés requis à la classification d'aide-général **usine** par ancienneté. S'il n'y a pas un nombre suffisant d'employés intéressés, la Compagnie déterminera quels aide-général ou alimenteur sont classés aide-général usine par ordre inverse d'ancienneté.

2- Les employés classés entretien de machine en date de la signature, continuent à recevoir l'ajustement salarial suivant: \$0.50/heure à la condition qu'ils continuent et complètent avec succès le cours d'entretien mécanique suivi et obtiennent leur carte de compétence. S'ils abandonnent le cours ou s'ils ne complètent pas avec succès ledit cours et n'obtiennent pas la carte de compétence ou s'ils changent de classification, l'ajustement salarial s'arrête.

3- La Compagnie peut installer pour le découpage et "Auto Hemming", un quart de travail de douze (12) heures, opération continue; 3/2, 2/3, travail Vendredi, Samedi et Dimanche; 36 heures et 48 heures; rotation des employés.

La Compagnie donne un avis de trois (3) semaines précédant l'implantation ou l'arrêt dudit quart.

Ces employés sont payés à temps et demi pour toutes les heures travaillées après 36 heures pour leur semaine de 36 heures; et temps et demi pour toutes les heures travaillées après 44 heures pour leur semaine de 48 heures.

Ces employés ont, par jour, deux (2) périodes de repas payées de trente (30) minutes et deux (2) périodes de repos de quinze (15) minutes.

Pour les congés **fériés** payés, ces employés sont payés huit (8) heures si le congé **férié** payé tombe un jour de travail non cédulé; ou douze (12) heures si le congé **férié** payé tombe un jour de travail cédulé; pour l'employé concerné.

Ces employés sont **payés** temps et demi pour toute heure de travail dans une journée excédant douze (12) heures.

EFFICACITE DU MODULE

	MARQUE #		OPERATION #	UNITES #	S.A.M. min/un.	TOTAL min un.xsam
LUN	F-028	STD		460	5.2095	2396.37
	F-028	HORS-STD	1	10	0.9086	9.09
MAR	F-028	STD		607	5.2095	3162.17
MER	F-028	STD		628	5.2095	3271.57
	F-028	HORS-STD	7	30	0.6169	18.51
JEU	F-028	STD		380	5.2095	1979.61
	T-065-A	STD		81	9.9617	806.90
VEN	T-065-A	STD		300	9.9617	2988.51

STD: 14605.12
HORS-STD: 27.59

MINUTES TOTALES DE PRIME: 14577.53
(soustraire les minutes pour les operations exécutées en temps hors-standard)

TOTAL REEL DES MINUTES STANDARD: 12604.00
(somme de toutes les minutes standard individuelles)

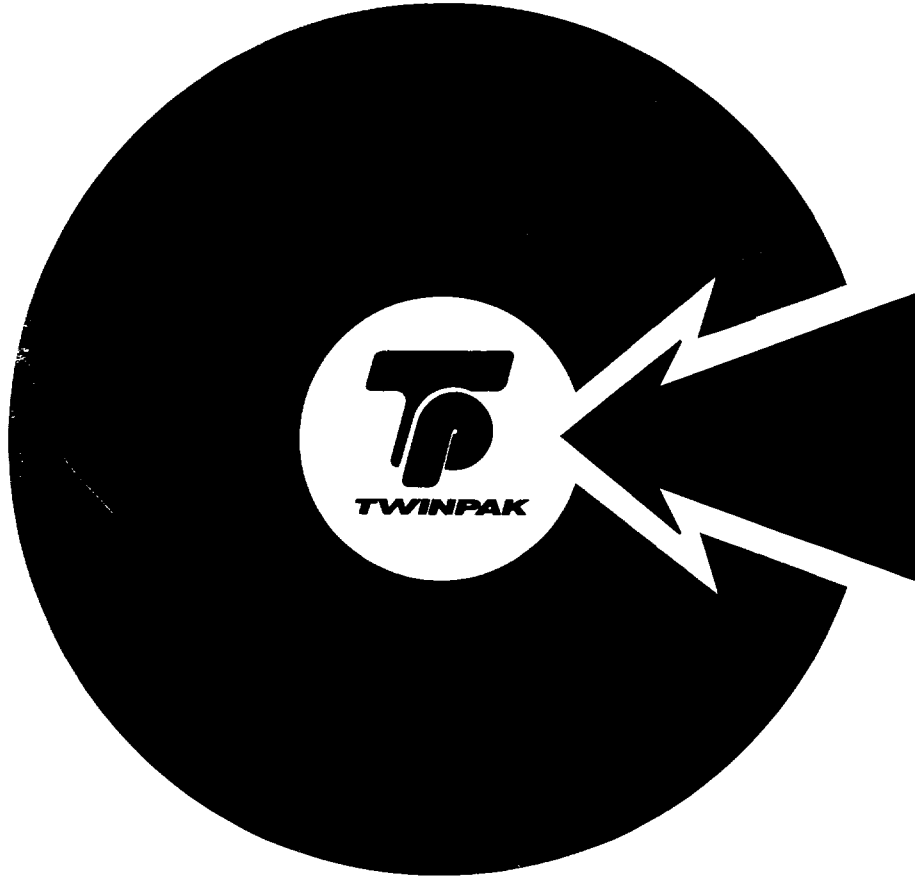
EFFICACITE DU MODULE: 115.66%
(prime min/std min)

DIVISION DES SACS
 SYSTEME MODULAIRE DE PRIMES-PHASE II

Debut: 19 Juin 95
 Fin: 23 Juin 95

EFFICACITE INDIVIDUELLE	Efficacité	TEMPS STD min	TEMPS AJUSTE min effxstd	TEMPS -HORS STANDARD				absent min
				1	2	3	4	
Opérateur # 7	%							
LUN	0.00%	0	0	20				
MAR	0.00%	0	0	25				
MER	0.00%	0	0		5			
JEU	0.00%	0	0		29	14		
VEN	0.00%	0	0			30		
EFFICACITE MOYENNE		0	0	45	34	44	0	0
			<u>0.00%</u>			TEMPS STD:		0
						HORS-STD:		0
						ABSENT:		0
						TEMPS TOTAL DISPONIBLE:		0
						PAUSES		0
						TEMPS BRUT:		0
		TEMPS STD min	TEMPS AJUSTE min	1	2	3	4	absent min
TOTAL INDIVIDUEL:		12604	14893.04	135	319	293	0	239

YOUR GROUP INSURANCE PLAN



FIB-PAK

HOURLY EMPLOYEES OF BULK BAG

96 02 09

IMPORTANT

This booklet contains important information concerning your group coverage and, therefore, should be kept in a safe place. It supersedes and replaces all previous communication material.

Manulife Financial's services with respect to the Hospital, Major Medical, Weekly Indemnity and Dental benefits are provided on an administrative basis only. Such benefits are not insured by Manulife Financial. All other benefits are underwritten and insured by Manulife Financial.

This booklet summarizes the benefits and provisions of your Group Plan. It does not constitute the Group Contracts and is not a contract of insurance, nor does it create or confer any contractual or other rights. Every effort has been made to ensure that the information is accurate. However, if there is any question as to interpretation, all rights with respect to a covered person will be governed **solely** by the Group Contracts issued by The Manufacturers Life Insurance Company to Twinpak Inc.

A copy of the Plan information may be obtained upon written request to your employer.

GENERAL INFORMATION

PLAN EFFECTIVE DATE

The Plan described in this booklet is up to date as of February 9, 1996. The effective date of Dental Benefit is November 1, 1996.

ELIGIBILITY

All full-time hourly union employees who are members of the United Steelworkers of America, Local 9211, and reside in Canada are eligible to participate in this Plan.

If you have dependents (spouse and children) residing in Canada, you may cover them as well.

EFFECTIVE DATE OF COVERAGE

Hospital, Major Medical and Dental

You and your dependents will become eligible for coverage under this Plan once you have completed a waiting period of 400 hours of work for the Hospital and Major Medical coverage and 3 months of continuous service for full-time and full pay for the Dental coverage.

If you are initially covered for employee only coverage and later acquire a dependent, your dependent will be enrolled in the Plan. You should advise your employer of your change in status as soon as possible.

Life, Accidental Death & Dismemberment and Weekly Indemnity

Your coverage is effective once you have completed a waiting period of 400 hours of work for full pay.

If you are covered under your spouse's health care plan, you are not required to apply for Health Care coverage under this Plan. However, if coverage under your spouse's plan should terminate, you must apply for coverage under this Plan within 31 days.

Should you apply after the 31 day period, the following conditions will apply:

1. For the Dental Benefit – Coverage will commence on the date you apply. However, the amount payable will be limited to \$100 during the first 12 months your coverage is in force.
2. For All Other Health Benefits – You will be required to submit evidence of good health. Coverage will become effective on the date Manulife Financial approves such evidence.

For All Benefits Except Dental

If you are not actively at work on the date your coverage would normally become effective, coverage will commence on your return to work for full-time and full pay;

If one of your dependents is hospitalized (other than a new-born infant) on the date coverage would normally become effective, coverage will commence on the day following discharge from the hospital. Once you are covered for dependent coverage, additional dependents will be covered from the date eligible, regardless of hospital confinement.

CLAIM PROCEDURES

LIFE AND ACCIDENTAL DEATH COVERAGE

If you should die, your employer will provide the necessary claim form. Proof of death should be submitted as soon as reasonably possible.

ACCIDENTAL DISMEMBERMENT COVERAGE

Your employer will provide the necessary claim forms. Proof of claim should be submitted within 90 days of the following events:

For Specified Losses -- the date of loss.

For Reimbursement Expenses -- the date the expense was incurred.

Non-duplication of Expenses

The total amount of reimbursement payments from all coverages should not exceed 100% of the amount of expenses actually incurred.

Therefore, expenses which are eligible for reimbursement under this plan and which are also payable, in part or in full, under any other benefit, policy or plan providing similar coverage issued to your Policyholder will be paid in the following order of benefits: Travel Assistance (Major Medical), Basic AD&D, Voluntary AD&D and Travel Accident AD&D, subject to applicable maximums and limitations for each benefit.

DISABILITY INCOME

Claim forms are available from your employer. You must provide certain information and your doctor must complete the Attending Physician's Statement. Once the forms are completed they should be sent to your employer who will complete their portion, validate it, and forward it to Manulife Financial. Claims must be submitted within 90 days of the commencement of total disability.

Taxability

The Weekly Indemnity Benefit is taxable since your employer pays for **all** or part of the cost of this benefit.

HEALTH CARE

Once the deductible is satisfied, you may submit claims at any time. However, in order to minimize administrative costs, we strongly recommend that you accumulate receipts for a series of treatments.

If expenses are incurred due to hospital confinement, a claim form should be completed by the hospital and yourself. When completed, this claim form should be submitted to Manulife Financial.

If Major Medical expenses other than hospital charges are incurred, obtain a claim form from your employer. Complete the form and return it to Manulife Financial.

If Dental expenses are incurred, obtain a claim form from your employer; have your dentist complete the form; complete your portion of the form, and return it to Manulife Financial. Written proof of claim must be given to Manulife Financial by the end of the calendar year following the year in which the expense was incurred.

Dental claim payments are made payable to you unless you have previously authorized payment to a person and/or corporation which has rendered services, treatments or supplies. If this is the case, claim payments for benefits which are assigned will be sent directly to the assignee.

In order to be eligible for payment, health claims must be submitted by the end of the calendar year following the year in which the expense was incurred.

For all Health Care Benefits, when your coverage terminates for any reason, other than for termination of the contract, written proof of claim must be given to Manulife Financial within 90 days of the date of termination of coverage. No claims will be paid by Manulife Financial after the termination date of the contract.

CO-ORDINATION OF BENEFITS

There are established guidelines regarding the Order of Benefit Determination, and generally, there is a Co-ordination of Benefits provision included in health and dental contracts which allows you, your spouse and children to submit claims under the related plans. If a plan does not have such a provision, that plan must pay first for all members of the family. However, total reimbursement may not exceed the actual expenses incurred.

When both plans include the provision, expenses should be submitted to the plan that covers the person as an employee first. For your children, expenses should first be submitted to the plan of the spouse whose birthday falls first in the year. Any amount not paid may then be submitted to the other spouse's plan.

When submitting claims under the second plan, include any information and payment details provided by the first plan.

This plan includes a Co-ordination of Benefits Provision.

If you have any questions, contact your Personnel Department.

TERMINATION OF COVERAGE

Coverage for you and your dependents will cease on the earliest of the following events:

1. Termination of your employment.
2. If you should die.
3. If you enter the armed forces on a full-time basis.
4. Termination of the contract or coverage on the Group, Division or Class to which you belong.
5. On the date you no longer make the required contribution towards the cost of your coverage, where applicable.
6. On the date you retire.
7. The date you reach age 70.

CONVERSION OPTION

Life Benefit

If your individual coverage terminates or reduces, you may convert your Group Life Insurance to an individual life insurance policy, subject to a maximum amount of the lesser of:

1. \$200,000 for each benefit, and
2. the amount of insurance that terminated, less the amount of insurance under any replacing group policy within 31 days of the termination.

The individual life insurance policy will be issued without proof of satisfactory health provided the completed application form, along with the necessary premium, is mailed to Manulife Financial within 31 days of the date of termination.

The types of policies available for conversion are:

1. Term Insurance for a 1 year period which, before the year has passed, may be converted (without evidence of insurability) to any of the policies described in points 2 or 3 below.
2. Non-convertible Term Insurance for coverage up to age 65.
3. Any regular plan of life insurance.

The conversion policy will not include disability, double indemnity, or accidental death and dismemberment provisions.

If you die during the 31 day period in which you are eligible to make application for conversion, the amount of your Group Life Insurance available for this purpose will be payable to your beneficiary or estate, whether or not you applied for conversion.

Certain conversion rights are **also** available on policy termination. Details on conversions may be obtained from your employer or the Plan Member Administration Department at Manulife Financial Group Benefits, Waterloo.

Accidental Death **and** Dismemberment Benefit

This conversion option provision applies only to employees who were resident in the Province of Quebec on the date their insurance under this plan commenced.

If your coverage terminates or reduces, you may convert your Accidental Death and Dismemberment Insurance to Personal **AD&D** coverage, subject to a maximum amount of the lesser of:

1. \$200,000 for each benefit, and
2. the amount of insurance that terminated less the amount of insurance under any replacing group policy within 31 days of the termination.

The Personal **AD&D** coverage will be issued without proof of satisfactory health provided the completed application form, along with the necessary premium, is submitted to Manulife Financial at the same time as application is made for conversion of your Group Life Insurance.

The Personal **AD&D** coverage will be the type issued by Manulife Financial under the **AD&D** conversion plan which is available at that time, providing a benefit for Specified Loss only, and will not include dependent coverage, disability *or* expense reimbursement benefits.

If you suffer a **loss** during the 31 day period in which you are eligible to make application for conversion, the appropriate benefit for such loss (calculated as a percentage of the principal amount available for conversion) will be payable whether *or* not you applied for conversion, provided no claim for such **loss** has been paid under the Personal **AD&D** coverage.

EXTENSION OF BENEFITS

Disability Income

If you are totally disabled on the date of termination of coverage for any reason, and such disability continues uninterrupted, you will be eligible to receive Weekly Indemnity Benefits for such disability, until the date total disability ceases, *or* the date on which the maximum Weekly Indemnity Benefit is received, whichever is earlier.

Health Care

If you are totally disabled when your Hospital and Major Medical Benefits terminate, benefits for such disability will be payable, as long as you remain disabled, up to a maximum period of:

1. 90 days after termination for Hospital Benefits.
2. 365 days after termination for Major Medical Benefits.

However, coverage will terminate if you become eligible for insurance under another group plan.

If one of your covered dependents is hospitalized when your coverage terminates, then benefits will be payable in the same manner as your own, or until your dependent is discharged from the hospital, whichever is earlier.

Extension of Hospital and Major Medical Benefits will cease if the contract should terminate.

In most cases no Dental benefits are payable for expenses incurred after the date your coverage terminates, even if a Treatment Plan has been filed and benefits have been determined by Manulife Financial prior to the date your coverage terminates, except in the case of dental services received by your dependents within 24 months after your death. However, dependent coverage will cease on the remarriage of your spouse.

No benefits are payable after termination of the contract.

OTHER INFORMATION

DEFINITIONS

"Child(ren)" means your unmarried children (including adopted, foster and step-children) who are less than 22 years of age. Unmarried children, who are full-time students and dependent upon you for support, will be eligible until age 25.

Any mentally or physically handicapped child may remain covered past the maximum age. The child, upon reaching the maximum age, must still be incapable of self-sustaining employment and be completely dependent on you for support and maintenance.

"Covered accident" means an accident causing death or bodily injury while you are covered under this Plan, unless specifically excluded.

"Deductible" means the amount of out-of-pocket expenses for which you are responsible, prior to consideration of payment of benefits.

"Earnings" are defined as your gross earnings excluding bonus, commissions and overtime. For Weekly Indemnity, the definition of earnings includes the incentive wage, but excludes bonuses, commissions and overtime, but will be adjusted to meet Employment Insurance legislation requirements concerning the definition of insurable earnings.

"Loss of life" for AD&D only, means death resulting from one of the following:

1. An accidental injury visible on the surface of the body or disclosed by an autopsy.
2. A disease or infection resulting directly from an accidental injury.
3. An accidental drowning.

"Remarriage" means either of the following arrangements that your surviving spouse enters into subsequent to your death:

- (A) A marriage through an ecclesiastical or civil ceremony.
- (B) A common-law marriage in which your surviving spouse, who although not legally married to the person, cohabits with such person in a husband and wife relationship which is recognized as such in the community in which they reside.

"Spouse" means a person who either:

1. is married through an ecclesiastical or civil ceremony to you, or
2. although not legally married to you, cohabits with you in a husband and wife relationship, which is recognized as such in the community in which you reside, for at least 2 years at the time a claim is incurred.

"Totally disabled", except for Disability Income, means you are unable to work and earn an income due to sickness or bodily injury that leaves you wholly and continuously disabled.

"Totally disabled" for Weekly Indemnity, means the inability to work for your employer for wages or profit due to bodily injury or sickness.

DEATH & ACCIDENT PROTECTION

LIFE BENEFIT

The amount of Life coverage for which you are insured is \$25,000.

PAYMENT OF BENEFIT

If you should die, regardless of the cause, the benefit indicated will be payable.

The insurance on your life will be paid to the beneficiary you appoint. Payment of benefit and changes in beneficiary designation are subject to applicable government legislation. If your beneficiary dies before you or if there is no beneficiary, the benefit is payable to your estate.

WAIVER OF PREMIUM

If you should become totally disabled prior to age 65 and remain disabled for at least 6 months, your Life Insurance coverage will remain in force, without payment of premiums. Satisfactory proof of disability must be submitted within 12 months of the commencement of disability and when requested thereafter.

As long as you continue to be disabled, premiums will be waived. The insurance will remain in force until the time it would normally have ceased if

you were not totally disabled. However, should the policy terminate, your coverage will remain in force.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

This Plan offers you 24-hour protection against covered accidents occurring anywhere in the world.

PAYMENT OF BENEFIT

The principal amount of the Accidental Death and Dismemberment Benefit for which you are insured is equal to the amount of your Life Insurance.

The percentage of the principal amount payable varies, depending on the extent of the loss, as shown in the following table.

SPECIFIED LOSS

The benefit for Specified **Loss** is payable if, as a result of a covered accident, you should suffer a loss within 365 days of the accident, as specified below.

Specified Loss	Amount Payable
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
One hand and sight of one eye	100%
One foot and sight of one eye	100%
One arm or one leg	100%
One hand or one foot	100%
Sight of one eye	100%
Thumb and index finger of the same hand	66 2/3%
At least four fingers of the same hand	66 2/3%
All toes of one foot	33 1/3%
Hearing in both ears and speech	100%
Speech	100%
Hearing in both ears	100%
Hearing in one ear	50%
Use of both hands or both feet	100%
Use of one arm or one leg	100%
Use of one hand or one foot	100%
Use of thumb and index finger of the same hand	66 2/3%
Use of at least four fingers of the same hand	66 2/3%
Hemiplegia	200%
Paraplegia	200%
Quadriplegia	200%

If you suffer more than one loss as a result of the same accident, the total benefit payable will not exceed the principal amount for which you are insured

except for hemiplegia, paraplegia or quadriplegia in which case the total benefit will not exceed 200%, provided such benefit is paid while you are living.

No more than one loss, the largest, is payable for multiple injuries to the same limb.

BENEFICIARY

In the event of your death the benefit is payable as outlined under your Life Benefit.

All other benefits are payable to you, except benefits for expenses incurred after your death which will be made payable to the person entitled to receive payment.

EXPOSURE AND DISAPPEARANCE

The benefit for Specified Loss will also be payable if, as a result of a covered accident, you suffer a specified loss due to unavoidable exposure to the elements of nature, within 365 days of the accident.

If, as a result of the disappearance, wrecking or sinking of the conveyance in which you were riding at the time of a covered accident, you disappear and the body is not found within 1 year following the accident, the benefit for loss of life will be payable on the presumption of death due to the accident.

REHABILITATION EXPENSES

If, as a result of a covered accident, you suffer a loss and must participate in a rehabilitation program in order to qualify for employment, reimbursement will be made for reasonable and necessary expenses actually incurred within 3 consecutive years of the accident.

The maximum benefit is \$10,000. Travelling, clothing and living expenses are not eligible.

REPATRIATION EXPENSES

If you should die as a result of a covered accident which occurs while travelling 150 kilometres or more from home, reimbursement will be made for reasonable and necessary expenses actually incurred for preparation of the body and transportation to the first resting place nearest home.

The maximum benefit is \$10,000.

SPOUSAL OCCUPATIONAL TRAINING EXPENSES

If you should die as a result of a covered accident, and your spouse requires formal occupational training in order to qualify for employment in an occupation for which your spouse is not sufficiently qualified, reimbursement will be made for reasonable and necessary expenses actually incurred for such a program within 3 years following the accident.

The maximum benefit is \$5,000. Travelling, clothing and living expenses are not eligible.

EXCEPTIONS

No benefit will be payable for any claim arising as a direct or indirect result of:

1. Suicide or self-inflicted injuries while sane or insane.
2. War, or any act of war, whether declared or not.
3. Service in the armed forces of any country which is in a state of war.
4. Riding in, boarding or leaving, or descending from, any aircraft if:
 - (a) you are the pilot, the operator, or a member of the crew.
 - (b) the aircraft is owned, operated or leased by or on behalf of the employer.
 - (c) the aircraft is piloted by an unlicensed person.
 - (d) the aircraft does not have a valid certificate of air worthiness.

DISABILITY INCOME

WEEKLY INDEMNITY BENEFIT

If you are totally disabled, unable to work, and under the continuing care of a physician, you will receive a weekly income of 60% of your weekly earnings, up to the Employment Insurance maximum in effect prior to April 4, 1993.

Your weekly benefit will be reduced by any income you are eligible to receive from the following sources:

1. Any plan of automobile insurance providing income replacement indemnity which has been approved as an acceptable limitation by the Employment Insurance Commission.
2. Earnings or payments from any employer.
3. Earnings recovered through a legally enforceable cause of action against some other person or corporation (in accordance with provisions under Third Party Liability).
4. Disability benefits payable under Canada/Quebec Pension Plan, including those benefits payable to you on behalf of a dependent.

The amount of benefit payable by Manulife Financial will not be affected by changes in your Canada or Quebec Pension Plan benefit unless the changes result from:

1. A correction due to an error made when your award was originally determined.

2. A change of 10% or more in the benefit formula under the government plan.
3. A change in dependent status (where applicable).

Manulife Financial reserves the right to estimate the amount of the Canada or Quebec Pension Plan award pending advice of the actual award.

COMMENCEMENT OF BENEFITS

Your benefits will commence on the earlier of:

1. The 1st day of a disability due to an accident.
2. The 4th day of a disability caused by sickness.
3. The 4th day of hospitalization.

MAXIMUM BENEFIT PERIOD

During any one period of disability, your benefits will continue until you recover or have received a maximum of 17 weeks in benefits, whichever is earlier.

CESSATION OF BENEFIT PAYMENTS

Your weekly payments will cease on the earliest of the following events:

1. The date you are no longer totally disabled.
2. The date you have received benefit payments for 17 weeks.
3. The date you reach age 70. However, if you have not yet received 15 weeks of benefit payments for your disability, benefit payments will continue during your disability until you have received benefit payments for 15 weeks.
4. The date you fail to undergo, when requested by Manulife Financial, a physical examination and/or mental evaluation.
5. If you should die.
6. On the date you retire.
7. Manulife Financial requests, but does not receive, further proof of total disability.
8. The date Manulife Financial deems that you are no longer under satisfactory and continuing medical supervision and treatment.

THIRD PARTY LIABILITY

If you have a cause of action against a Third Party for income lost as a result of your disability, the Weekly Indemnity benefit will be payable as specified. However, prior to the commencement of payments, you will be required to complete a Reimbursement Agreement/Direction form, agreeing to reimburse

Manulife Financial. The amount to be reimbursed will not exceed the amount of benefits paid by Manulife Financial.

Full details concerning terms and calculation of reimbursement are as set out in the Agreement.

RECURRENT DISABILITIES

Once you have been disabled and have received benefits under this Plan, a later disability will be defined as recurrent when it is separated from the previous one by less than 2 weeks of full-time active employment.

A disability will be considered to be recurrent if it results from an injury or sickness which is directly related to the causes of the immediately preceding disability.

If any period of disability is classified as "recurrent", it will be treated as a continuation of the previous disability. You will not have to resatisfy any qualifying periods which may apply. Payments will continue for the remainder of the maximum benefit period. The weekly benefit will be based upon the same earnings level as at the original date of disability.

EXCEPTIONS AND LIMITATIONS

Disability Income is not payable for the following:

1. A disability caused by self-inflicted injuries or illness.
2. A disability resulting from insurrection, war, service in the armed forces of any country, or participation in a riot.
3. A disability for which you are entitled to benefits under any workers' compensation act.
4. A disability at any time when you are on vacation and receiving full pay.
5. Cosmetic surgery or treatment, when so classified by Manulife Financial, unless such surgery or treatment is for accidental injury and commenced within 90 days of an accident.
6. A disability for which you are not under the continuing care of a physician.
7. Periodic health examination, examinations required for the use of a third party, or travel for health.

Complications due to pregnancy are covered. However, any disability **due** to any cause will not be eligible for benefits at any time when you are on pregnancy leave of absence or could be placed on such leave by your employer

in accordance with relevant government legislation or the leave agreed upon by you and your employer.

HEALTH CARE

HOSPITAL BENEFIT

If you, or a covered dependent, are confined in a licensed hospital, you will be reimbursed for room and board charges in excess of ward accommodation up to the level of semi-private accommodation, plus the daily co-insurance charge (if applicable). If confined in a private room, payment will be based on the hospital's charge for semi-private room and board.

MAJOR MEDICAL BENEFIT

PAYMENT OF BENEFITS

On behalf of each covered individual of your family, this Benefit pays 100% of all eligible expenses which are in excess of the deductible.

DEDUCTIBLE

The \$25 individual or family deductible is applied once each calendar year to the eligible expenses incurred during that year.

Eligible expenses incurred in the last 3 months of a calendar year, which were used to satisfy the deductible, either in full or in part, may be carried over into the following calendar year to assist in resatisfying the deductible.

ELIGIBLE EXPENSES

Eligible expenses must be reasonable and customary and (except for expense #17) recommended as medically necessary by a physician. Payment will be based on reasonable and customary charges in the area in which the treatment is rendered.

The following is a list of the items currently eligible for payment under this Group Plan. However, should your Provincial Health Plan alter to include any of these items, coverage under this Plan will automatically adjust in accordance with the approved legislation.

In order to avoid unnecessary out-of-pocket expenses, consult with your Administrator **prior** to incurring any expense.

1. Drugs (including oral contraceptives), sera and injectables available only on a prescription* by a physician or dentist and dispensed by a pharmacist, dentist or physician.
 - Those drugs which legally require a written prescription in order to be purchased.
2. Drugs and supplies of a non-prescription nature required as a result of a colostomy or ileostomy and/or for the treatment of diabetes.

3. Nicotine substitutes for a 6-month maximum supply during any period of **24** consecutive months.
4. Hospital charges incurred as an out-patient for necessary medical or surgical treatment (excluding physicians' fees and special nurses' fees).
5. Room, board and normal nursing care provided in a licensed nursing home (for convalescent or chronic care, excluding custodial care), provided you were confined to a hospital for at least **5** consecutive days and within **48** hours after your release were admitted to the nursing home. Such charges will be limited to a maximum of the difference between the semi-private charge of the nursing home and the amount provided by any government plan, for a maximum of **180** days.
6. Transportation by a licensed ground ambulance to and from the nearest medical facility for immediate treatment.

If medically necessary, transportation by any form of licensed ambulance (including air ambulance) or by any vehicle normally used for public transportation for:
 - (a) transfer to the nearest appropriate medical facility or hospital for necessary treatment, and/or
 - (b) medical evacuation for admission to hospital in the province where the patient normally resides.
Ground transportation to and from the hospital and airport at the points of departure and arrival is also eligible.
7. Diagnostic procedures, radiology, anaesthesia, blood transfusions and oxygen, including the equipment necessary for administering oxygen.
8. Initial purchase of prosthetic appliances. Replacement charges are also eligible provided the replacement is necessary as a result of a change in the person's physical condition. The maximum benefit payable for prosthetic appliances, including myoelectric prostheses, is **\$10,000** in a lifetime.
9. Purchase of orthopaedic appliances, including casts, splints, trusses, braces and orthotic devices, up to a maximum payment of **\$150** per person per calendar year.
10. Purchase of orthopaedic shoes, when not attached to and forming part of a brace, up to a maximum payment of **\$50** per person per calendar year.
11. Rental, or at Manulife Financial's option, purchase of a wheelchair, iron lung or other durable medical equipment when approved by Manulife Financial.
12. Intrauterine devices, up to a maximum of **2** per year.
13. Dental treatment for the repair of damage resulting directly from an accidental injury to natural teeth, provided such treatment is rendered within **90** days of the accident, and your coverage, as well as the plan,

are still in force. If within 90 days after the date of the accident, an advance course of treatment is submitted to Manulife Financial, the 90-day limitation will be extended. Payment will be made based on the amount for the least expensive procedure which will provide a professionally adequate result.

14. Professional services of a physician (where this coverage is permitted by law) for expenses incurred in Canada, whether inside or outside the province of residence.
15. Nursing services only while the patient is not confined to hospital, for a minimum of one 4-hour shift per day basis, where the level of care required is the medically necessary services of a Registered Nurse (R.N.), to a maximum payment of \$5,000 per person per calendar year.

If an R.N. is not available when needed, medically required nursing services of a Registered Nursing Assistant, a Licensed Practical Nurse or a Certified Nursing Assistant will be considered eligible to the extent that such persons are qualified to provide the required nursing services. However, any such nurse must not ordinarily reside in the patient's home. Services of a nurse who is your spouse, or the child, brother, sister or parent of yourself or your spouse will not be considered.

16. Services of the Victorian Order of Nurses, up to a maximum payment of \$300 per person, per calendar year.
17. Professional services of the following licensed, certified or registered paramedical practitioners (when operating within their recognized fields), up to the levels specified for each such practitioner. (Where applicable, no payment can be made until the provincial plans have paid their yearly maximum).

1. Psychologist

Payments up to a total of \$300 per person, per calendar year.

2. Speech therapist, physiotherapist

For each such practitioner, payments up to a total of \$300 per person, per calendar year. Services of a speech therapist or a physiotherapist who is either a resident in the patient's home or is a close relative of the patient that is, the employee, the employee's spouse, or a child, brother, sister or parent of the employee or of the employee's spouse will not be considered.

3. Podiatrist, chiropractor

For each such practitioner, payments up to a total of \$300 per person, per calendar year. (In addition, payments up to a total of \$25 per x-ray per calendar year by a chiropractor.)

4. Osteopath, naturopath, masseur, Christian Science practitioner

For each such practitioner, payments up to a total of \$300 per person, per calendar year. (In addition, payments up to \$25 per x-ray per calendar year.) Services of a masseur must be recommended by a physician.

18. Purchase of hearing aids up to a total payment of \$300 per person in any 5 consecutive calendar years.

Vision Care

19. Frames, lenses and the fitting of any type of prescription glasses (including contact lenses), up to a total payment of \$100 per person in any 24 consecutive months.
20. Contact lenses, up to a total payment of \$200 per person in any 24 consecutive months, if they are prescribed for severe corneal astigmatism, severe corneal scarring, keratoconus or aphakia, and if visual acuity can be improved to at least the 20/40 level by contact lenses only.
21. Ocular examinations (including refraction) — one per calendar year for dependent children, and one in any 2 consecutive calendar years for you and your spouse.

Vision Care expenses are eligible when recommended by a physician (including an ophthalmologist) or an optometrist.

Referral Treatment

(Subject to 100% and the deductible)

22. Hospital and physicians' charges described under OUT-OF-PROVINCE COVERAGE shall also include medically necessary treatment, on the referral of a physician located in the claimant's province of residence, provided there is no treatment for the condition offered in the claimant's province of residence and provided the government plan of insurance for the claimant's province of residence pays a portion of the charges. Deductible provisions will apply to such expenses in the same manner as for expenses incurred in the claimant's province of residence.

Out-of-Province Coverage

In the event that charges are incurred on a referral basis or an emergency basis while the claimant is travelling or vacationing outside his province of residence, the following items will be considered for reimbursement as eligible expenses:

23. In-patient hospital charges for the following:
 - (a) the difference between the room and board benefit payable by the provincial hospital plan and the actual cost of ward accommodation, and

(b) medically necessary hospital services and supplies furnished during hospital confinement.

24. Physicians' charges for professional services.

For charges incurred on an emergency basis, services must be rendered as a result of an illness which commences, or an accident which occurs, during the first 90 days of the claimant's absence from his province of residence.

MAXIMUM BENEFIT

The overall lifetime maximum for Hospital and Major Medical expenses incurred outside the province of residence on an emergency basis is \$1,000,000 per person. The overall lifetime maximum for Hospital and Major Medical expenses incurred outside the province of residence on a referral basis is \$25,000 per person.

DENTAL BENEFIT

PAYMENT OF BENEFITS

On behalf of each covered individual in your family, the Dental Benefit will reimburse you for 100% of dental expenses which are in excess of the deductible.

DEDUCTIBLE

The \$25 individual or family deductible is applied once each calendar year to the eligible expenses incurred during that year.

MAXIMUM BENEFIT

The maximum benefit is \$1,000 per person per calendar year

TREATMENT PLAN

In order for you and your dentist to learn in advance how much Manulife Financial will pay and how much you will have to pay, it is recommended that a Treatment Plan be filed with Manulife Financial when the total cost of the proposed dental work is expected to exceed \$500. This Treatment Plan identifies coverage and limitations for specific services. It also clarifies deductibles, benefit percentages, specific limits and the Dental Fee Guide allowance, before dental treatment commences. The Treatment Plan is not intended to limit you in your choice of dentist, to tell you or your dentist what treatment should be performed, to tell the dentist what fee to charge, nor to guarantee reimbursement after coverage ceases.

A Treatment Plan is a plan of dental treatment (including x-rays if required) showing the patient's dental needs, a written description of the proposed treatment necessary in the professional judgement of the dentist, and the cost of the proposed treatment.

ELIGIBLE EXPENSES

Eligible expenses are those which are recommended as necessary by a physician or dentist and are not in excess of the suggested fee for General Practitioners or Specialists in the current Dental Fee Guide or the minimum fee specified in the current Denturist Fee Guide of the Province of Ontario.

Dental treatments are considered eligible if performed by a dentist or denturist who practices within the scope of his license.

There are several dental procedures which are covered by Provincial Health Plans up to certain maximums. If the dentist or dental surgeon chooses to charge more than the amount payable by the Provincial Plan, legislation in some provinces does not permit the excess charges to be eligible under this Plan.

Situations may arise where alternate methods of treatment may be available. It is solely up to you and your dentist to decide which method will be used. As the basis for determining its liability, Manulife Financial reserves the right to use the least expensive method of treatment that will provide a professionally adequate result.

Only those treatments listed are eligible.

Percentage Payable – 100%

1. Diagnostic Services:
 - Oral examinations, once every 6 months
 - Bitewing films, once every 6 months
 - Full mouth series of films, once every 24 months
 - Consultation required by the attending dentist
2. Preventive Services:
 - Prophylaxis (light cleaning and polishing of teeth) once every 6 months
 - Topical fluoride treatment, once every 6 months
 - Preventive recall packages, once every 6 months
 - Provision of space maintainers for missing primary teeth
 - Provision of habit-breaking appliances
3. Restorative Services:
 - Amalgam, silicate, acrylic and composite restorations
4. Endodontic Services:
 - Treatment of the diseases of the dental pulp (including root canal therapy)
5. Periodontal Services:
 - Treatment of the tissues and bones supporting the teeth including surgery, provisional splinting, occlusal equilibration (not exceeding 8 units

of time per calendar year) and periodontal scaling/root planing (not exceeding 16 units of time per calendar year).

However, procedures for guided tissue regeneration are considered eligible only if performed in conjunction with the following periodontal surgical procedures: Flap approach or Osseous grafts - autografts or allografts, provided natural teeth are involved.

6. Prosthodontic Services:

Relining, rebasing, and repairing an existing denture

Repairing an existing bridge

7. Surgical Services:

The following items required in relation to dental surgery:

(1) diagnostic radiographs

(2) laboratory procedures

(3) general anaesthetic or conscious sedation

Extractions (including extractions of impacted teeth)

Simple alveolectomy at the time of tooth extraction

Removal of tumours, cysts, neoplasms, plus the incision and drainage of an abscess

**EXPENSES NOT COVERED
(Health Care)**

No payment will be made for expenses resulting from:

1. Self-inflicted injuries or illness while sane or insane.
2. Injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country or participation in a riot.
3. Any injury or illness for which the covered person is entitled to benefits under any workers' compensation act.
4. Examinations required for the use of a third party.
5. Travel for health reasons.
6. Charges levied by a physician or dentist for time spent travelling, broken appointments, transportation costs, room rental charges or for advice given by telephone or other means of telecommunication.

7. Cosmetic surgery or treatment, when so classified by Manulife Financial, unless such surgery or treatment is for accidental injury and commenced within **90** days of an accident.
8. Any charges for services, treatment or supplies for which there would be no charge except for the existence of coverage.
9. Expenses incurred outside the province of residence for hospital charges for ward accommodation, hospital services or supplies furnished during hospital confinement, or physicians' services, except as specified for treatment (**#22, #23** and **#24** under **ELIGIBLE EXPENSES** for the Major Medical Benefit). Such expenses incurred outside the province of residence on an elective basis are not payable.
10. Drugs, sera, injectables and supplies which are not approved by Health and Welfare Canada (Food and Drugs) or are experimental or limited in use whether or not so approved.
11. Experimental medical procedures or treatment methods not approved by the Provincial Medical Association or the appropriate medical specialty society.
12. Services, treatments or supplies eligible under this Plan and payable under any government plan, whether or not the claimant is covered under such a plan. Manulife Financial will only consider that amount of an eligible expense which is over and above the amount that would be payable by the government plan.
13. Dental treatment received from a dental or medical department maintained by an employer, an association or a labour union.
14. Replacement of an existing dental appliance which has been lost, mislaid or stolen.
15. Dental services and supplies rendered for full-mouth reconstruction, for a vertical dimension correction, or for a correction to temporomandibular joint dysfunction.
16. Orthodontic treatment.
17. Sunglasses (plain or prescription), safety glasses, tinted glasses or the replacement of frames and lenses because of **loss**, theft or damage.
18. Committing or attempting to commit a criminal offence.