

AGREEMENT BETWEEN:

McLEOD'S BY-PRODUCTS (1978) LTD.

AND:

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115**

APRIL 1, 2007 TO MARCH 31, 2009

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THIS AGREEMENT entered into this 1st day of April 2007.

BETWEEN:

McLEOD'S BY-PRODUCTS (1978) LTD.
(Hereinafter called the "Company")

PARTY OF THE FIRST PART

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115
(Hereinafter called the "Union")

PARTY OF THE SECOND PART

WITNESSETH: that the parties hereto agree as follows:

ARTICLE 1: OBJECTS

- 1.01 The objects of this Agreement are to maintain a harmonious relationship between the Company and its employees, to provide an amicable and equitable method of settling grievances or differences which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 For the purposes of this Agreement, the masculine shall be considered to include the feminine and the singular to include the plural.

ARTICLE 2: BARGAINING AGENCY

- 2.01 **The Company recognizes and agrees that the Union is the sole bargaining agent for employees at and from 4559 Larkin Crossroad, Armstrong, BC, except office and sales staff, and those excluded by the code employed by McLeod's By-Products (1978) Ltd.**
- 2.02 This Agreement shall be binding on the Company and the Union and their respective successors, administrators, executors and assigns and on each employee.

ARTICLE 3: UNION SECURITY

- 3.01 Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, be and remain, a Union member in good standing for the duration of this Agreement, or for the duration of his employment with the Company, whichever is shorter. Counting from the date he commences employment with the Company, each new employee shall be allowed thirty (30) calendar days within which to make application to join the Union and tender the appropriate initiation fees. The Union shall have the exclusive right to determine who is a member in good standing. Should an employee at any time cease to be a member in good standing of the Union, the Company shall, upon notification from the Union, discharge such employee forthwith.

- 3.02 The Company shall deduct from each new employee, an amount equal to the Union dues from the employee's first payroll cheque after completion of six (6) days of work in a calendar month, and add that employee's name, social insurance number and the said amount to the closest applicable checkoff, i.e., if the checkoff for the month has not been remitted to the Union, it shall be added to that checkoff; if the month's check off has been remitted, it shall be added to the following month's checkoff and shown as the previous month worked.
- 3.03 All employees shall be required to sign an authorization for checkoff of Union dues and fees which may be levied by the Union in accordance with the Constitution and/or By-Laws.
- 3.04 Upon receiving one (1) month's notice from the Union, by registered mail, of a change in the fees and dues charged by the Union to its members, the Company shall make deductions in accordance to the notice, effective the date given. The Union shall indemnify the Company for all such deductions and remissions when in accordance with Union instruction.
- 3.05 The Company shall submit a checkoff list containing the names and social insurance numbers of each employee and the monies applicable to each employee as described in Articles 3.02 and 3.04 above. Union dues deducted under this provision or other checkoff provisions shall be remitted to the Union not later than the fifteenth (15th) of the month following the month in which such checkoff applies.
- 3.06 The Company is indemnified by the Union against the claims of any employee in respect of any actions taken by the Company in compliance with the provisions of this Article 3.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Union recognizes and agrees that:
- (1) The management and operation of the plant and the direction of the working forces are vested exclusively in the Company provided that all Management actions are consistent with this Agreement.
 - (2) The Company has and shall retain the right to select its employees, to hire, classify, promote, demote or discipline them and discharge employees for proper cause, provided that a claim of discrimination against an employee in respect to any of these matters, or a claim of violation, of any Section or Article of this Agreement, may be the subject of a grievance and be dealt with as hereinafter provided. When the Company requires new employees the Company may notify the Union so that the Union can advise unemployed members of the potential for a job.

ARTICLE 5: DEFINITION OF EMPLOYEE

5.01 In this Agreement "employee" means a person who is employed by the Company and who is included in a unit of the Company's employees for whom the Union has been certified as the collective bargaining agent by the Labour Relations Code of B.C.

ARTICLE 6: HOURS OF WORK AND OVERTIME

6.01 The standard work day shall consist of eight (8) consecutive hours between 8:00 a.m. and 4:30 p.m., with a minimum half-hour lunch period. The standard work week shall consist of forty (40) hours, Monday, 8:00 a.m., to Friday, 4:30 p.m., or Tuesday, 8:00 a.m., to Saturday, 4:30 p.m. All employees shall have two (2) consecutive days off.

6.02 Hours of work in the plant may be changed by mutual agreement between the Company and the Union. Such agreement shall not be unreasonably withheld. Shifts shall rotate by mutual agreement between the Company and the employees involved.

6.03 If a second shift is employed, the hours of work shall be eight (8) hours work within eight and one-half (8-1/2) consecutive hours between 4:00 P.M. and 12:30 A.M. with a one-half (1/2) hour unpaid lunch. Start and quit times for the second shift shall be referred to the Union/Management Committee for resolve.

6.04 If a third shift is employed the hours of work shall be eight (8) hours work within eight (8) consecutive hours between 12:00 midnight and 8:00 A.M. with a one-half (1/2) hour paid lunch.

6.05 Each shift shall have a minimum half-hour lunch period between the end of the third hour or the start of the sixth hour.

6.06 The Company shall give the employee twelve (12) hours' notice prior to changing of shifts.

6.07 When it is necessary for an employee to be transferred from one shift to another shift, said shifts will be continued for a minimum of three (3) consecutive normal working days, or the overtime rates as provided for in this Agreement shall apply except in the case of raw material backlog due to breakdown or unexpected receipt of product **or absenteeism**.

6.08 Employees called back to work after their regular shift shall receive a minimum of three (3) hours' pay at the appropriate overtime rate.

6.09 Time worked in excess of standard hours of work shall be considered as overtime and overtime rates of pay shall be paid as follows:

- (1) Time and one-half for the first three (3) hours after the regular shift and double time thereafter.
- (2) Time and one-half for the sixth day up to a maximum of eight (8) hours and double time thereafter.

- (3) Double time for all work performed on second rest day and all Government declared General Holidays. This double time is in addition to General Holiday pay.
- (4) Double time for all hours in excess of forty-eight (48) hours in a week.
- 6.10 It is intended that every employee should have eight (8) hours' rest between shifts. In the event that an employee is recalled to work before such eight (8) full hours elapses, he shall be paid the appropriate overtime rates for work performed after recall. No employee shall be permitted to resume work on his own accord until eight (8) full hours have elapsed.
- 6.11 When an employee is required to work without a lunch period, such employee shall receive one-half hour at overtime rates.
- 6.12 Employees requested to work more than three (3) hours overtime after completion of their regular shift shall be provided a meal allowance of twelve dollars (\$12.00) for a meal. The preceding condition shall apply after every additional four (4) hours worked. The time for eating a meal shall be one-half (1/2) hour.
- 6.13 Hours worked outside the employee's regular shift, on the employee's scheduled days off or on general holidays shall be considered overtime and paid at the appropriate overtime rates.
- 6.14 Employees involved in an accident while on the job, shall receive eight (8) hours' pay at his classified rate for the day of the accident.
- 6.15 All overtime shall be offered in seniority order; first within the classification; second to qualified employees within the Department, and; third to all other qualified employees. Where sufficient qualified volunteers cannot be found, the overtime shall be mandatory on the basis of reverse seniority in the same order as above.**
- The rate of pay for such overtime shall be the rate for the classification.**
- 6.16 Without detracting from the minimum overtime hours worked and/or minimum overtime pay guarantees as provided elsewhere in this Agreement, when an employee works overtime, his time worked shall be calculated on a fifteen (15) minutes unit basis and the employee must work the complete fifteen (15) minutes.
- 6.17 Each employee shall receive a fifteen (15) minute paid coffee break within each four hours of a shift.

**ARTICLE 7: INTERVIEWS, FACT FINDINGS, DISCIPLINE HEARINGS,
ACCIDENT INVESTIGATIONS & DISCIPLINE**

- 7.01 (1) The Company recognizes the value of a good working relationship and the use of a progressive discipline system and that discipline is educational. Employees shall be informed of all Company policies (Reference Article 14.30). Employees who fail to follow Company policies, fail to perform their duties, or who misconduct**

themselves may be disciplined. The Company has the right to discipline for just and reasonable cause.

- (2) **All discipline issued is subject to the grievance and arbitration procedure. In instances of termination, the Union Business Representative shall be immediately notified and within two (2) business days provided all evidence and documentation that the Company has relied upon for termination. A termination grievance shall begin at Step 2 of the grievance procedure.**
- (3) **All discipline shall be fully documented, laying out all reasons for discipline, the discipline issued and the consequences to the employees of further discipline. In the case of written discipline, the employee must acknowledge, by his signature, that he is aware he has received discipline. All discipline shall be placed in the Employee's file and the employee and/or Shop Steward, with the Employee's consent, shall be permitted to review the Employee's disciplinary file.**

7.02 All disciplinary action shall be taken only after thorough investigation with the employee and all other relevant individuals.

7.03 **Whenever an employee is required to attend a fact finding or other investigation which could give rise to discipline, a Shop Steward of the Employee's choice, if available, must be in attendance.**

7.04 **Upon request, an employee and the Shop Steward shall be given a copy of the full fact finding.**

7.05 All disciplinary action shall be subject to the grievance and arbitration procedures.

7.06 **The Company must begin a fact finding, investigation, etc. within three (3) working days of their becoming aware of the incident giving rise to possible discipline. The Company shall notify the Union Business Representative, in writing, within the above-mentioned three (3) working days, indicating a fact finding, investigation, etc. has commenced, its commencement date, the employee involved, the nature of the incident, and whether the Employee has been notified of the fact finding, investigation, etc. In any investigation of a serious matter, the rule of confidentiality shall apply to both parties. Both parties agree that time is of the essence in regards to the above.**

ARTICLE 8: GRIEVANCE PROCEDURE

8.01 Should a dispute arise between the Company and an employee or the Union as an entity regarding the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, it shall be resolved in the following procedural manner:

“Note: Prior to Step (1), the Employee shall verbally discuss the issue with his immediate supervisor. If the issue is not resolved to the employee's content, it shall

be submitted in writing, signed by the employee, at Step (1) within fourteen (14) working days of the Employee becoming aware of the matter.”

STEP (1)

The employee or the Union, together with such person or persons as he or the Union may wish, shall take the matter up with the Supervisor within seven (7) calendar days.

STEP (2)

Should a solution not be reached by Step (1) then a Business Representative of the Union, accompanied by the employee if the employee or Business Representative so wish, shall discuss the matter with the Company within seven (7) calendar days. If a solution is reached, this shall be final.

STEP (3)

Should a solution not be reached in Step (2) then a Business Representative of the Union shall discuss the matter with the General Manager prior to being submitted to arbitration.

8.02 If the procedure set forth in STEP (1), STEP (2) and STEP (3) above do not result in a solution being reached within seven (7) days of the discussion between a Business Representative of the Union and the General Manager of the Company, or within such further period as the Company and the Union agree to in writing, the dispute shall be referred to Arbitration as follows.

8.03 Where either of the Parties elect to proceed to Arbitration they shall so notify the other and a single arbitrator, of mutual agreement, shall be agreed upon.

If a single arbitrator is not agreed upon within seven (7) days the parties shall request the Minister of Labour of the Province of British Columbia to appoint a qualified arbitrator. The arbitrator shall have the power to order, if he deems proper that any employee who has been wrongfully suspended, discharged or in any other way disciplined, shall be reinstated without loss of pay and with any other benefit under this Agreement which he may have lost.

If in the final determination the employee is found to have been unjustly deprived of work, earnings or any other benefit, right or privilege, the arbitrator shall have the power and right to make such award as he feels necessary to make the employee whole.

8.04 The decision of the arbitrator with respect of all matters referred to him shall be final and binding on the parties.

8.05 Each party shall pay its own costs and fees and the expenses of its representatives and witnesses. The fees and expenses of the Arbitrator shall be shared equally between the parties.

8.06 In the event of an Arbitrator being appointed, it is agreed by both the Union and the Company, that the Arbitrator shall be requested to hand down his decision within ten (10)

days, or as soon thereafter as may conveniently be arranged.

- 8.07 The Company and the Union may mutually agree in writing to waive any of the time limits set out in this Article.
- 8.08 All time limits contained herein shall be considered working days exclusive of Saturdays, Sundays and General Holidays unless stated otherwise.
- 8.09 If the Company or the Union has a policy grievance it shall begin at STEP (2) of the Grievance Procedure.
- 8.10 Any discharged or suspended employee may, within seventy-two (72) hours of his suspension or discharge, (exclusive of Saturdays, Sundays and General Holidays) in writing, require the Company to give him the reasons for his suspension or discharge and the Company shall give such reasons to him, in writing, within seventy-two (72) hours of such request and in the event of any dispute or difference as to whether or not there was proper cause for the suspension or discharge of such an employee, only the reasons so set forth in writing, shall constitute cause.
- 8.11 Canadian Joint Grievance

The parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process. The Panel decision shall be final and binding on the parties. The Panel shall not have the authority to change this agreement or to alter, modify or amend any of its provisions however, the Panel shall have the authority to resolve a grievance by any arrangement that is deemed just and equitable. It is further agreed that in the event the Panel is unable to render a majority decision, the grieving party may either refer the matter to a Schedule 11 hearing under the Panel process, refer the matter back to the arbitration process as outlined in this Article, or withdraw the grievance.

ARTICLE 9: SENIORITY

- 9.01 Except as otherwise stated, employees' seniority is defined as the length of continuous service **in the Bargaining Unit** and there shall only be two (2) recognized classes of employees, regular permanent or part time.
- 9.02 Seniority for Regular Permanent employees shall commence from the date of hire of the employee and shall govern in all areas of this Agreement except as otherwise specified.
- 9.03 Part-time employees are those who are used on a temporary or casual basis and shall not accumulate seniority while classified as part-time.

There shall be no more than two (2) part-time employees in each of the Production, Maintenance and Transportation Departments.

Part-time employees shall be eligible for vacation and statutory holiday pay on a pro rated

basis. All other terms and conditions of this Agreement shall apply.

DEFINITIONS

Temporary

- (a) **A temporary employee is one so informed, in writing, by the employer at the start of employment. Temporary employment shall be for a specified period not exceeding three (3) months' duration except as provided in (b) below, whereupon such employee shall attain regular status. A temporary employee reaching regular status shall have rights under this Agreement which are based on length of service for seniority dated from the start of employment.**
- (b) **Temporary employees hired to replace employees on leaves due to accident, illness, leave of absence, vacations, maternity, jury duty and similar shall not attain regular status during the duration of their temporary employment.**

Casual

Casual employees shall be those employees hired for extra or relief work for periods of up to one (1) month. Such employees shall be paid at the rates provided in the Agreement.

- 9.04 The Company shall at least once every six (6) months, post in a conspicuous place on its premises an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment with the Company. The Company shall forward to the Union a copy of each list on the date of its posting.
- 9.05 If a laid off employee is called back to work with the Company within his right to recall period, there shall be deemed to have been no break in such an employee's continuous service with the Company by reason of such layoff.
- 9.06 Seniority shall be lost and an employee shall no longer be considered an employee of the Company if an employee:
- (1) voluntarily leaves the employ of the Company, or
 - (2) is discharged for proper cause, or
 - (3) is absent without leave for a period greater than sixteen (16) working hours, or
 - (4) after layoff, fails to report for work for three (3) working days after being recalled, or
 - (5) is on continuous layoff for twelve (12) months.
 - (6) is on continuous medical leave exceeding 24 months.**

9.07 When a new employee is hired, it is agreed that he shall be on probation for ninety (90) calendar days and during this period seniority will not be applicable. When the probationary period is completed, seniority shall commence from the date of hiring.

By mutual agreement of the Company and the Union the probationary period may be extended thirty (30) calendar days for a specific employee.

9.08 In the event of lay-offs seniority shall be recognized. The principle of last man on, first man off shall prevail providing the employee being retained is capable (as defined in Article 10.08) of performing another job.

9.09 When vacancies occur, the Company shall rehire laid off employees according to their seniority and the principle of last man off, first man on shall prevail subject to the conditions in Article 10.08. The Company shall notify the employee by couriered letter, copies to the shop steward and Union, at the employee's address on record with the Company. Employees shall ensure that the Company is kept up to date of their current address and telephone number.

9.10 Employees subject to lay-off shall receive a minimum of one calendar week of notice or pay in lieu of providing they have completed their probationary period.

ARTICLE 10: JOB POSTINGS

10.01 The job posting procedure shall apply to job openings, new positions, promotions within the bargaining unit, and transfers for non-probationary employees to apply.

10.02 (1) All job postings, except as described in 10.03 below, shall be posted in a conspicuous place for seven (7) days. If no applications are received the job may be filled by hiring a new employee.

(2) The posting shall indicate the classification, shift schedule and pay for the opening.

(3) The Company shall post in accordance with this Article the position of spare operator.

The most senior applicant shall be awarded and trained as a spare operator.

The training shall be defined and extensive enough to ensure the spare operator can perform the duties of operator in an efficient and safe manner.

When a vacancy occurs in the position of cookerman or tank farm operator the position shall be filled by the most senior spare operator awarded and trained in accordance with the above.

10.03 Short term assignments not subject to job posting shall be those not exceeding ninety (90) calendar days.

- 10.04 If an employee is not at work for the following reasons when a job is posted, he may apply for the job if he does so within three (3) working days of his return to work and is informed of the position availability:
- (1) Vacation,
 - (2) Authorized leave of absence not exceeding fifteen (15) working days,
 - (3) Absence resulting from an accident or illness not exceeding fifteen (15) working days.
- 10.05 The job shall be given to the most senior applicant covered by the seniority list providing the employee is capable of performing the available work.
- 10.06 In the event an employee is re-assigned in accordance with the provisions of this Article and within thirty (30) days of such re-assignment, the employee is not capably performing the job or if the employee wishes to do so, he shall revert to his immediate previous job.
- 10.07 The name of the successful applicant shall be posted no later than five (5) days after the job has been awarded.
- 10.08 For the purpose of this Collective Agreement the term "capable" shall be defined as an employee's capability to perform the job competently without additional training. In cases of lay offs and recall this shall not preclude a brief (up to one (1) week), re-familiarization period for employees who have been away from a job for a period of time.

For the purpose of this Collective Agreement, "training" means any theoretical and/or practical training given by the employer with a view to enabling the employees to perform effectively a function, a duty or a set of functions or duties.

- 10.09 In the event the Company creates a new classification during the term of this Agreement, wage rates and/or benefits shall be negotiated immediately and shall be added to this Agreement by amendments. If the parties are unable to agree on the matters involved, then either party may proceed to the Grievance Procedures and Arbitration as described in Article 8 of this Collective Agreement.

ARTICLE 11: ANNUAL VACATION

- 11.01 All employees covered by this Agreement shall be entitled to vacations with pay on the following basis:

NOTE: Vacation pay shall be based on a percentage of gross pay or the paid weeks vacation, but not both. Where an employee's accrued vacation has been paid out in advance, the employee shall not be entitled to any further vacation pay.

- (1) Two (2) weeks: Every employee who completes one (1) year of continuous service is entitled to a vacation of two (2) weeks. Vacation pay is calculated on a basis of four

percent (4%) of gross wages earned during the previous calendar year or two (2) weeks' pay, whichever is the greater.

- (2) Three (3) weeks: Every employee upon completion of five (5) years of continuous service is entitled to a vacation of three (3) weeks. Vacation pay is calculated on a basis of six percent (6%) of gross wages earned during the previous calendar year, or three (3) weeks' pay, whichever is the greater.
- (3) Four (4) weeks: Every employee upon completion of **twelve (12)** years of continuous service is entitled to a vacation of four (4) weeks. Vacation pay is calculated on a basis of eight percent (8%) of gross wages earned during the previous calendar year, or four (4) weeks' pay, whichever is the greater.
- (4) Five (5) weeks: Every employee upon completion of twenty (20) years of continuous service is entitled to a vacation of five (5) weeks. Vacation pay is calculated on a basis of ten percent (10%) of gross wages earned during the previous calendar year, or five (5) weeks' pay, whichever is the greater.

11.02 In the event that the employee's employment with the Company should be terminated before he has completed the amount of working time necessary to entitle him to the vacation time off, referred to in Article 11.01, he shall be remunerated, in place of time off, at the rate of four percent (4%), six percent (6%), eight percent (8%) or ten percent (10%), as the case may be, of the gross pay earned by that employee during the portion of the year that he has worked.

11.03 The Company shall post a vacation schedule on March 1st of every year and all employees shall have until March 31st of that given year to bid for vacations. Employees failing to schedule their vacations within the given time frame shall be subject to scheduling assignments by the Company.

An employee who has scheduled their vacations in accordance with this Article shall be required to take their vacation at the scheduled time, except in cases of extenuating circumstances in which case they shall attempt to switch vacation times with other employees in seniority order.

11.04 Vacations shall be scheduled at times desired by the employees, however, no more than one (1) employee per department (i.e. transportation, maintenance, plant) shall be allowed on vacation at any one time without Company authorization.

11.05 Should any General Holiday or holidays, occur during the period of an employee's annual vacation, the said annual vacation shall be extended by the corresponding number of days with pay.

11.06 Prior to an employee going on vacation, the Company shall furnish the employee with a statement showing the period for which the employee is receiving his vacation pay, the total of the employees' gross earnings for the year of service for which he is receiving his vacation

and how the vacation pay was calculated, i.e.: on a percentage or hourly basis. An employee shall be paid his vacation pay on the pay day prior to the beginning of his vacation.

- 11.07 An employee's scheduled vacation period shall not be changed by the Company within the one (1) month period immediately preceding the start of the vacation period without the consent of each employee concerned.
- 11.08 Each employee shall be required to take the full annual vacation he is entitled to under the provisions of this Agreement.
- 11.09 If an employee so requests, the Company shall provide two (2) weeks of the employee's vacation time in the summer months (May 15th to September 15th). An additional week may be granted with prior approval from the Company. If a dispute arises, vacation periods shall be allocated on the basis of seniority.

ARTICLE 12: GENERAL HOLIDAYS

- 12.01 The Company shall give each employee with thirty (30) calendar days service a holiday with pay on each of the designated General Holidays. For each such holiday an employee shall be paid not less than the equivalent of the wages he would have earned at his classified rate of pay for his normal hours of work on that day. An employee shall receive such holiday pay, even if the holiday falls on the employee's scheduled day off. The designated General Holidays shall be:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

or any other holiday declared, or proclaimed by the Federal and/or Provincial Government.

- 12.02 Without limiting the general application of Article 12.01, but subject to the provisos contained herein, General Holiday pay provisions shall prevail.
- (1) The employee must work his last scheduled shift before and his first scheduled shift following the Holiday.
 - (2) Where an employee is laid off or is on an approved leave of absence provided such an employee has earned wages from the Company during the one (1) calendar week immediately preceding the week in which the holiday occurs.
 - (3) Where an employee is off work due to a death in the immediately family or is acting as a juror as provided elsewhere in this Agreement.
 - (4) An employee regularly scheduled to work on the Statutory Holiday must work his shift when required by the Company and the overtime provisions shall apply.

- 12.03 When a General Holiday falls within an employee's scheduled vacation, he shall receive the pay of a normal shift for the holiday in addition to his vacation pay, or a day off with pay in conjunction with his vacation.

ARTICLE 13: WAGES

- 13.01 (1) The Company shall remunerate an employee at the wage rate applicable to the job classification that such an employee is employed in. The job classifications and applicable wage rates which are minimal, shall be those agreed upon and set out in Schedule "A" and "B", attached hereto, and forming part of this Agreement.
- (2) Those employees who are training for a higher job classification, **including as a spare operator**, shall remain at their current rate of pay until such training is complete. Training periods shall not exceed the probationary period.
- 13.02 The Company shall, every second Thursday, pay to each employee all wages earned by the employee to a day not more than three (3) working days prior to the date of payment provided that if a General Holiday falls on the regular pay day, payment shall be made the preceding day.

Payment of wages shall be made during working hours. Where a payroll is not met within the prescribed time, and unless proper reasons for the delay are forthcoming, it shall not be considered a violation of this Agreement for the employees to cease work until the wages are paid or other arrangements are made.

In the event that an employee is terminated or laid off, the Company shall pay such employee not later than seventy-two (72) hours after he ceases to be an employee of the Company, all wages, salary, and holiday pay earned by such employee, excluding authorized deductions, and any money owed to the Company which the employee has acknowledged.

Where an employee is not paid as provided above, such employee shall be deemed to be still on the payroll of the Company and shall receive his usual wages until there is compliance with the above provisions or other arrangements are made.

- 13.03 The Company shall issue to each employee a separate or detachable itemized statement with each pay showing separately the number of straight time hours worked, number of overtime hours worked, total kilometres driven and the respective hourly/trip rates applicable thereon. The statement shall also show the total wages for the pay period and annual cumulative totals and the total deductions therefrom.
- 13.04 An employee shall be required, on Company time, to fill out time slips, service reports and job or work reports daily if the Company so requests so long as reports are done in an expedient manner.

Employees working in more than one (1) classification are required to fill out a time

sheet, marking his time in each area.

- 13.05 Where an employee works in a higher hourly wage classification, he shall be paid the higher rate for the hours worked in such classification subject to Article 13.01.

ARTICLE 14: GENERAL PROVISIONS

- 14.01 An employee suffering injury while in the employ of the Company must report to their supervisor and/or record the incident in the injury report record immediately, or as soon thereafter as practicable, and also report to that supervisor on returning to work.
- 14.02 Adequate washroom facilities shall be provided by the Company and kept in sanitary conditions. Employees shall co-operate by observing the simple rules of cleanliness.
- 14.03 Hand cleaner shall be supplied in the shop. Waterless hand cleaner shall be supplied for off-property operations.
- 14.04 All employees required to wear coveralls or smocks shall have these supplied and cleaned by the Company at no expense to the employees involved. Any smock or set of coveralls supplied, shall be of the proper size to fit the employee. There shall be at least two (2) changes available each day to the employees involved.
- 14.05 The Company shall supply suitably enclosed heated accommodation where employees may have their lunch.
- 14.06 The Company shall supply a locker for each plant employee covered by this Agreement.
- 14.07 (1) The Union may select or appoint a maximum of 3 Shop Stewards to represent the employees and the Union shall notify the Company as to the names of such Shop Stewards. The Company agrees and covenants that no Shop Steward shall be subject to any discrimination by reason of holding such office.**
- (2) When the Company for any reason finds it necessary to terminate or lay off a Shop Steward, the Business Representative of the Union shall be notified prior to such termination or layoff.
- (3) Upon informing Management, authorized agents of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to in the operation.

It is agreed that the Business Representative shall not interfere with employees during working hours without permission of Management.

- (4) The Shop Steward shall be allowed reasonable time during working hours to discuss problems with Management. Any employee being reprimanded by the Company shall have the right to request that the Shop Steward be in attendance.
- 14.08 It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line which has been legally established as a result of a bona fide labour dispute between a Trade Union and an Employer with whom the picketing Union has a dispute.
- 14.09 The Employer shall pay to a maximum of one hundred dollars (\$100.00) the replacement cost of safety prescription lenses and frames, except for photograde and tinting, once per contract year per employee upon presentation of receipt and damaged lenses.
- 14.10 **Full time employees who purchase approved safety footwear shall be reimbursed for the actual cost of the footwear, but in any case not more than two hundred dollars (\$200.00) for truck drivers and two hundred and fifty dollars (\$250.00) for plant workers per year. All employees are required to wear approved footwear. Requests for reimbursement must include an original sales receipt.**
- 14.11 Gloves shall be provided by the Company on an exchange basis. Each new employee shall be issued five (5) pairs of each gloves. When an employee requires a new or replacement pair, the old pair shall be returned for exchange.
- 14.12 When the Company requires an employee to take a first aid course, the Company shall pay the employee's tuition and wages.
- 14.13 The Company shall provide, at its expense, tool insurance coverage to each eligible employee. The employee shall supply a tool list upon request for the purpose of tool inventory. This shall be an All Risk policy, and shall include the employee's tool box(s). Tool insurance shall only apply when tools are on Company property.
- Note: Tool insurance shall apply for tools carried by drivers in Company vehicles.
- 14.14 Mechanics broken or worn out tools shall be replaced by the Company on a tool for tool, make for make basis.
- 14.15 A notice board shall be provided for the posting of all official Union notices exclusively, and shall not be used for the purpose of disseminating political information. The right is reserved to the Company to request the removal of material offensive to the Company.

The following information shall be kept in a central location, readily accessible to the Shop Steward:

1 - Seniority List

2 - Copy of the Agreement

3 - Welfare Plan Provisions

Any employee requiring such information shall contact the Shop Steward for same.

- 14.16 Any employee eligible to vote in a Federal or Provincial election shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast a ballot.
- 14.17 Coffee supplies for coffee breaks shall be supplied by the Company.
- 14.18 The Company agrees to the reimbursement of course fees to an employee when he is improving or upgrading himself in his line of work. The cost of Tradesman Qualifications Exams shall also apply. In order to qualify for reimbursement, the employee must receive approval from the Company in advance of taking the course and must successfully complete the course.
- 14.19 No supervisors or office personnel shall be allowed to use tools or carry out work which would be done by bargaining unit members, however in keeping with past practice the following three (3) supervisors, (maintenance superintendent, welding/fabricator supervisor and plant superintendent), may perform bargaining unit work provided no employee shall be terminated, laid off or suffer a loss of earnings, overtime or prevent the recall or hiring of a bargaining unit member.
- 14.20 No disciplinary action shall be taken against any employee by reason of the fact he has reasonably exercised the right conferred upon him under the WCB Act respecting occupational health and safety of employees.
- 14.21 (1) With two (2) weeks notice the Company shall allow time off work without pay for any employee who is serving on a Union Committee for purposes of discussions with the Company, or serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business.

No employee who acts within the scope of this sub-section shall lose his job or be discriminated against for so acting.

- (2) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he shall automatically be granted leave of absence until such time as his doctor states he can return to work.

When any employee suffers an injury or illness which requires his absence, he shall report the fact to the Company as soon as possible, prior to his actual starting time, so that adequate replacement may be made if necessary.

The Company may require an employee to provide reasonable verification of illness and/or injury.

- (3) If an employee desires a leave of absence for reasons other than those referred to in this

Section, he must obtain permission, in writing, for the same from the Company, a copy to be supplied to the Union. Employees shall not be entitled to benefit coverage while on personal leave of absence.

- (4) In any instance where an employee accepts other employment without the consent of Management, when on leave of absence for any reason, his employment may be terminated, subject to proper proof of same.
- 14.22 There shall be no sub-contracting which directly affects the bargaining unit without the Union's express written permission.
- 14.23 Maternity and parental leave shall be granted without pay on the following terms:
- (1) Maternity Leave - eighteen (18) consecutive weeks.
 - (2) Parental Leave - twelve (12) consecutive weeks.
 - (3) Seniority shall be maintained and accumulated.
 - (4) A request must be made at least four (4) weeks in advance of such leave except where there is a medical emergency.
 - (5) An employee's original position and applicable wage rate shall be made available upon his/her return. Where layoffs have occurred, then the employee shall return in accordance with the Seniority provisions.
- 14.24 In the event the Company proposes the introduction of equipment in its operations, requiring specialized training, the Company agrees to give the first opportunity to employees then on the payroll through the job posting procedures of this Agreement, to operate this equipment and/or train to operate the equipment, provided the applicant qualifies with the requirements of an aptitude test, cost of such test to be borne by the Company. Any employee taking such a test is entitled to know the results of such test. The Company further agrees to notify the Union as soon as its final decision is made as to the introduction of new equipment or any procedural change which would adversely affect the bargaining unit. Failure on the part of the Company to comply with these provisions shall automatically give cause for grievance.
- The senior employee applying who has the ability to do the job subject to the Technological or Procedure Changes section of this Agreement, shall receive such job.
- 14.25 In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for one (1) day with an additional unpaid leave of absence of two (2) days. Immediate family means: husband, wife, mother, father, children, sister, brother, mother-in-law and father-in-law, sister-in-law, brother-in-law, grandparents and step-parents.
- 14.26 All time lost by an employee due to necessary attendance on jury duty or any court proceedings arising out of his employment, including acting as a witness, or in completing

his driver's tests, required by the employer for actual employment with the Company, or doctor's examinations in connection therewith, shall be paid for by the Company at the rate of pay applicable to said employee.

If an employee is employed on an afternoon or graveyard shift and attends upon jury duty, or if an employee attending upon jury duty becomes scheduled to commence work on an afternoon or graveyard shift, such an employee shall not be required to work such shifts and shall receive pay for time loss pertaining to jury duty as provided in this sub-section.

All jury duty pay received by an employee for the days he received pay from the Company shall be paid over to the Company.

Driver's licence medicals as required shall be paid by the Company.

- 14.27 When a charge is laid against an employee, such charge arising while the employee was acting within his scope of employment with the Company, and such charge is dismissed or held improper by a court of competent jurisdiction or on an appeal taken therefrom, the Company shall pay the employee for the time loss due to attendance on his legal counsel and any court appearances. The Company shall also reimburse the employee for any legal fees and other legitimate expenses that the employee has incurred. Prior to the employee retaining legal counsel to act on his behalf, he shall consult the Company's General Manager to ascertain which legal firm the Company might prefer.

Expenses incurred by the employee during an investigation or defence of any claim or suit, including actual loss of earnings, shall not be reimbursed in excess of one hundred and fifty dollars (\$150.00) per day. Coverage is to be for property and bodily injury only. When an employee is found to be negligent coverage shall be excluded.

- 14.28 In going to work outside Armstrong/Spallumcheem limits, starting time shall be calculated from the time the employee leaves the plant.
- 14.29 No employee vehicles shall be used on Company business.
- 14.30 The article headings shall be used for purposes of reference only, and shall not be used as an aid in the interpretation of this Agreement.
- 14.31 It is to the mutual advantage of both the Company and the employees, that employees shall not operate vehicles which are not in safe operating condition and not equipped with the safety equipment required by laws. The maintenance of equipment in sound operating condition is not only a function but a responsibility of management and in respect thereto the Company agrees as follows and an obligation of the employee to report any conditions which would compromise the safe operation of a vehicle.

- (1) The Company shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety equipment, seat belts, or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
- (2) All trucks owned or leased by the Company must have steps or other similar devices to enable drivers to get in and out of the cab for safety purposes.
- (3) It is agreed between the Company and the Union, having regard for the safety and driver health factor, that all vehicles shall have adequate heaters, windshield wipers, and defrosters installed.
- (4) All equipment defects shall be documented by the operator in the Vehicle Inspection Book with copies to be given to the mechanical maintenance department and the Company.

All equipment defects shall be repaired promptly with mechanical staff signing off the repair in the Vehicle Inspection Book prior to the equipment being returned to service.

- (5) The Company shall not compel any driver to operate a vehicle which weighs in excess of the legal gross weight limits. Where a driver with the knowledge of the Company operates with an overload and is convicted, the Company shall be responsible for any fines involved. Drivers who of their own accord operate with an overload may be subject to discipline and responsible for their own fines.
- (6) The Company shall supply an adequate First Aid Kit for each vehicle.

14.32 A Safety Committee shall be appointed in accordance with Workers' Compensation Board Health & Safety Regulations with representation from all **day and afternoon** shifts and departments and meet once per month.

14.33 In the event of amalgamation, permanent closure of the plant, or a department thereof, or automation, causing an employee to lose his employment with the Company, the Company hereby agrees to pay severance pay or serve notice to such an employee provided the employee has a minimum of one (1) year's service with the Company. Severance pay shall be based on an employee's regular rate of pay at the date of his severance and shall be paid in accordance with the following schedule:

One (1) week's pay or notice for each year of service with the Company.

In the event that part of the plant remains open or that an employee has lost his employment because of amalgamation or automation, an employee eligible to receive severance pay may elect to remain on the seniority list for possible recall. The Company shall hold the

severance pay for such an employee for a period of his right to recall but during such period the employee may, request and receive payment of such pay.

14.38 Each employee hired after date of ratification shall, by their signature, acknowledge that they have received the Company's Policy Manual.

It is understood that it is the employees' responsibility to read and understand the manual.

***Note* with the understanding at the table that on the sign off sheet there shall be a notation stating:**

“if there are any questions or concerns pertaining to this policy manual, they are to contact
- General Manager
- Office Manager

14.34 Union Management Committee

A committee consisting of equal representatives shall meet monthly for the purpose of reviewing problems or potential problems arising in connection with the application or operation of this Agreement.

The committee shall be responsible for reviewing and providing recommendations to the Union and the Company for the establishment of new routes or route reshuffling in accordance with B. 20 of the Agreement.

Minutes shall be kept as a record of the matters discussed during the meetings, with copies sent to the Union and Company.

The General Manager and Business Representative may also attend.

ARTICLE 15: MEDICAL, WELFARE AND PENSION PLANS

- 15.01 (1) The Company shall provide and maintain the following coverage for its employees at no cost to such employees with the exception of Wage Indemnity and Long Term Disability. When the Company changes carriers, coverage will be no less than that currently provided.
- (2) The benefits provided under this Article shall be subject to the terms of the Collective Agreement first and to the terms of the insurance contracts between the Company and the insurance carrier second. Eligibility requirements shall be in accordance with the Plan as laid out in Schedule "C". A copy of the Employer's Benefit Plan brochure is to be included in the terms and conditions of this Agreement as Schedule "C".
- (3) The Company shall provide the Union with full copies of the policies of insurance for any and all carriers with which the Company contracts to provide coverage in fulfilment of the terms of this Collective Agreement. Should the Company change

carriers, the Company shall provide the Union with full copies of any new policies of insurance within ten (10) days.

(4) DENTAL

**Benefit Levels I through IV
Maximums**

August 1, 2001	\$1,500.00	Per Calendar year combined for
April 1, 2002	\$2,000.00	Level I and Level II and
April 1, 2003	\$2,500.00	Level III and Level IV

15.02 New employees and dependents shall be eligible for Medical coverage and all other coverage shall become effective on the first of the month following completion of the probationary period and in accordance with Plan document.

15.03 Medical Coverage on Lay-Off - The Company agrees to provide medical, including extended health benefits, until the end of the month in which an employee's layoff occurs. Should the employees find other employment and is provided coverage by the new employer during the second month, then the said employee must notify the Company so that his name may be removed from further coverage.

15.04 The Company shall maintain medical and extended health coverage while employees are on individual Weekly Indemnity claims and while employees are on WCB claims as follows:

<u>Length of Employment</u>	<u>Period of Time Coverage Maintained</u>
3 months, but less than 12 months	2 months
12 months, but less than 36 months	3 months
36 months, but less than 60 months	6 months
60 months, but less than 120 months	12 months
120 months or more	24 months

15.05 Pension Plan

(1) Effective **April 1, 2007**, the Company shall make contributions at the rate of **one dollar and thirty-five cents (\$1.35) per hour, April 1, 2008 one dollar and thirty-eight cents (\$1.38) per hour** to a maximum of **one hundred and fifty (150) hours** per month in respect to each employee covered by this Agreement to the Operating Engineers' Pension Plan.

- (2) Contributions must be mailed or delivered by the Employer to the Administrator of the Operating Engineers' Pension Plan at his office located in Suite 402 at 4333 Ledger Avenue, Burnaby, B. C. no later than the fifteenth (15th) day of the month following that which contributions cover.
- (3) The Business Representative of Local 115 may inspect during regular business hours an Employer's record of time worked by employees and contributions made to the Plan.
- (4) The Pension Plan's Auditor shall be permitted to inspect and audit the Employer's record of time worked by employees and contributions made to the Plan and shall be allowed the time necessary to complete the audit.
- (5) The Auditor shall notify the Employer of his intentions to audit and to make the necessary arrangements for the time and place.
- (6) Payments to the Pension Plan shall be made by cheque, payable at par at the Municipality of Burnaby, Province of British Columbia, to the Operating Engineers' Pension Plan
- (7) Pension contributions shall commence and be payable on the first day of the month following completion of probationary period.
- (8) The employees shall have the option of determining if any or all portion of negotiated wage increases are to be paid into the Pension Plan. This shall be done by secret ballot vote and the majority shall rule and the result of the vote shall apply to all employees.

ARTICLE 16: SAVINGS CLAUSE

- 16.01 No employee, who prior to the date of this Agreement was receiving more than the rate of wages as set out in the Schedule attached hereto, or working less than stipulated in this Agreement, shall suffer a reduction of wages or increase in hours worked per week because of the adoption of this Agreement.
- 16.02 Nothing herein contained shall preclude higher wages being paid to employees of special ability.
- 16.03 (1) If any Article or section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or

section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

- (2) In the event that any Article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

ARTICLE 17: DURATION

17.01 This Agreement shall be in full force and effect from and including **April 1st, 2007** to and including **March 31st, 2009** and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date **March 31, 2009**, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

17.02 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall strike, or the Company shall lockout, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

17.03 The operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

SIGNED at _____, British Columbia, this ____ day of _____, 20__.

FOR THE COMPANY:

FOR THE UNION:

Print Name

Print Name

Signature

Signature

SCHEDULE "A"

<u>CLASSIFICATIONS</u>	<u>HOURLY WAGE</u>	<u>HOURLY WAGE</u>
	<u>RATES</u>	<u>RATES</u>
	April 1, 2007 to March 31, 2008	April 1, 2008 to March 31, 2009
Journeyman (Mechanic, Millwright Welder, Fabricator)	23.00	23.50
Unticketed Journeyman (New Employees Only)	20.30	20.80
Truck Driver	20.00	20.50
Power Engineer	21.40	21.90
Chief Power Engineer	23.70	24.20
Plant Worker	17.50	18.00

Note: Interim permitted power engineer shall receive one dollars (\$1.00) per hour over and above classified rate of pay but not to exceed power engineer's rate of pay.

Note: Journeyman welder/fabricator shall possess a minimum of a "B" ticket.

First Aid:

When an employee is designated as First Aid Person by the Company he shall receive three percent (3%) per hour above classified rate of pay.

Note:

A.01 Probationary Employees: As defined in Article 9.07, shall receive the rate of pay applicable to the classification in which they are hired, less one dollars (\$1.00) per hour.

A.02 When a new job classification is introduced which is not included in the list of classifications in this Schedule, the Company and the Union shall promptly negotiate a wage rate for such classification.

Every effort shall be made by the parties to conclude negotiations within thirty (30) days, but in any event, the rate established shall be retroactive to the day notice, in writing, is given by either party to commence negotiations.

In the event the parties hereto are unable to conclude negotiations the matters in dispute shall be referred to a single Arbitrator agreed upon between the parties. Failing such agreement, either party at any time may call upon the Minister of Labour of British Columbia to appoint an Arbitrator.

A.03 There shall be a maximum of one (1) Apprentice for each four (4) Journeyman employed by the Company.

A.04 It is agreed that a minimum of one (1) Apprentice shall be allowed regardless of the ratio requirements.

A.05 All the above rates constitute minimums for the classifications enumerated.

A.06 Apprentices

1st 6 months	50% of Journeyman rate
2nd 6 months	55% of Journeyman rate
3rd 6 months	60% of Journeyman rate
4th 6 months	65% of Journeyman rate
5th 6 months	70% of Journeyman rate
6th 6 months	75% of Journeyman rate
7th 6 months	80% of Journeyman rate
8th 6 months	90% of Journeyman rate

(1) All Apprentices employed by the Company shall be indentured to the Operating Engineers' Apprenticeship Plan in accordance with the provisions of the Operating Engineers' Apprenticeship Plan.

(2) The length of an Apprenticeship contract for a given trade shall be in accordance with the rules and regulations of the Provincial Apprenticeship Branch unless specified otherwise in the Operating Engineers' Apprenticeship Plan or in this Schedule.

(3) Any registered Apprentice who, as a requirement of his apprenticeship, attends school shall be paid his regular wages by the Company, based on a forty (40) hour week while attending school and the amount of any Government grant received by such an Apprentice shall be deducted there from.

(4) An Apprentice, having served his required time and having passed any necessary examinations presented by the Apprenticeship and Industrial Training Branch of the Department of Labour, shall automatically be classified as a Journeyman.

SCHEDULE "B"**SPECIAL WORKING CONDITIONS****DRIVERS**

- B.01 Any employee who has an established reporting time and is unable to report for duty as required for any reason must advise the Company as early as possible, but not less than eight (8) hours ahead of his established reporting time.
- B.02 Mileage-rated drivers upon arrival at their final destination, shall be responsible for inspecting the unit, completing maintenance log book, spotting trailer as directed, turning in trip documentation and booking in.
- B.03 The Company shall pay all reasonable extra delay, work or wait time, at his hourly rate, upon driver submitting documentation.
- B.04 When a driver is required or requested by the Company to lay-over away from his home Terminal for a period of time of more than sixteen (16) hours, the driver shall be compensated for such lay-over for each and every hour over sixteen (16) hours, with maximum of eight (8) hours in every twenty-four (24) hour period provided layover not caused by driver error.
- B.05 When a driver is required or requested by the Company to lay-over from his home terminal, for at least sixteen (16) hours, the Company shall reimburse the driver for reasonable accommodation upon submission of original receipts.
- B.06 When a driver is required by the Company to deadhead, he shall be paid a driver's applicable mileage rate.
- B.07 The kilometre rate shall be paid for all kilometres driven as per the truck odometer provided driver has used reasonable route approved by Company.
- B.08 A driver who has reported for duty and his assignment is cancelled, shall report to his supervisor for assignment of other duties and shall be paid not less that four (4) hours' pay at his hourly rate and, if held on duty in excess of five (5) hours, shall be paid not less than eight (8) hours' pay at his rate.
- B.09 Payment to student drivers with respect to the following authorized check trips shall be as follows:
- (1) One (1) trip with an approved qualified driver and shall be paid a minimum of four (4) hours or fifty percent (50%) of the driver's earnings equal, whichever is greater plus his reasonable meal and accommodation expenses upon presentation of a receipt.

- (2) At Company discretion one (1) trip with a supervisor and shall be paid the applicable rate of pay for the trip.
- B.10 Unless otherwise provided, drivers shall be subject to all provisions of the Collective Agreement.
- B.11 On completion of his lay-over, a driver shall return to his home Terminal completing his scheduled route.
- B.12 Flat rates shall be established by mutual agreement between the Company and the Union. The rates established shall be based on the kilometres and hours worked of the specific trip.
- B.13 For definition purposes, the word "tour" shall be used when referring to sleeper-cab operation.
- B.14 Sleeper-cab operation shall be performed by two (2) drivers in equipment properly equipped with sleeper berths. The Company shall designate the routes to be travelled on each tour from home Terminal to destination and return to home Terminal and each driver shall be paid for driving one-half (1/2) the kilometres the vehicle travelled in making the tour.
- B.15 When operating sleeper units with two (2) drivers, they shall be paid the "double driver rate" split equally between the two (2) drivers.
- B.16 The Company shall pay all reasonable extra delay, work, or wait time, at his hourly rate, to the sleeper team driver performing same, upon driver submitting documentation.
- B.17 Only two (2) men shall be permitted in sleeper-cab equipment at any time, except in cases of emergency, or where new type equipment is put into operation. In no event shall a driver supervisor or other authorized personnel be in the cab in addition to the two (2) drivers, for more than three hundred (300) kilometres.
- B.18 No sleep-team driver shall be allowed to take a single man trip of more than four (4) hours until he has had eight (8) hours rest since he was last on duty. Rest time does not include time in the sleeper-team bunk. This Clause does not apply to away from home Terminals.
- B.19 The Company reserves the right to change routes providing no driver suffers a loss of earnings.
- B.20 If at any time there is a reshuffling of the routes, the Company and the Union shall immediately meet to discuss and agree upon a course of action.
- B.21 If sleeper team operations are established, the Company and the Union shall negotiate the conditions of same.
- B.22 Unless otherwise stated, sleeper-team drivers shall be subject to all provisions of the Collective Agreement.

- B.23 All drivers shall receive pay, at their hourly rate, for ten (10) hours for each Statutory Holiday except local drivers which shall receive eight (8) hours pay.
- B.24 The kilometre rate of pay shall be paid for each kilometre driven on trips beyond a 160 kilometre radius. On trips within the 160 kilometre radius or not listed on the route schedule drivers shall be paid by the hour and shall be considered "local".
- B.25 Applicable overtime, as per the Collective Agreement, shall be paid to all local drivers.
- B.26 Drivers required for work outside Armstrong who do not return daily, shall be paid all reasonable transportation, accommodation and meal expenses upon submission of receipts.
- B.27 All time spent driving or travelling in a motor vehicle shall be considered as time worked.
- B.28 Employees performing kilometre rated duties shall be paid a standard time allowance, at the appropriate rate, for loading and/or unloading bulk products as follows:

NOTE: Safety inspections for semi receive **0.50** hours pay.
 Safety inspections for train receive **0.75** hours pay.
 In double driver operations only 1 driver receives rate.

APPENDIX C
DRIVERS FLAT RATE SCHEDULE
(Rate Scale @ 1.0=60 min or .25=15 min)

Incl.=included

Customer/Supplier Compartments	Commodity	Double Trailer			Single Trailer			Split Units
		1	2	3	1	2	3	
Baird Cattle	Freight (CMS)	1.2			1.0			N/A
		5						
Benlo Farms	Poultry Blend	1.2			1.0			.5
		5						
Border Feed Lot	Freight (CMS)	1.2			1.0			.5
		5						
Burgess Feeds	Soymix	1.5	1.7		0.75	1.0		.5
			5					
Baker Commodities								
Spokane	Yellow	1.5			1.0			.5
	Grease/Tallow							
Grandview	Yellow Grease	1.5			1.0			.5
Seattle	Yellow	1.5			1.0			.5
	Grease/Tallow							

B.C. Ferries	Travel				1.0			N/A
Canadian Agriblend	Freight (molasses)	1.5			1.0			N/A
Canamera Foods	AFA/Soapstock	1.5	2.0	2.5	1.5	1.75		.5
Canbra Foods	AFA	1.5			1.0			N/A
	Soapstock	3.5			2			.5
Corner Pride Farms	Freight (CMS)	1.5			1.0			N/A
Cargill Foods	Tallow	1.5	2.0		1.5	1.5		.5
Cargill Nutrena	Freight (molasses)	1.5			1.0			N/A
Champion Feeds	Poultry Blend	1.5			1.0			N/A
	Freight (molasses)	1.5			1.0			N/A
Chilvers Farm	Poultry Blend	1.5			1.0			N/A
Darford Foods	Poultry Tallow				1.0			N/A
Draper Valley Farms	Poultry Blend	1.5			1.0			N/A
Elenbass Feeds	Dairy Blend	1.2			1.0			N/A
		5						
Fowl Pickup:								
1 farm only					3			
2 farms					4			
Ferndale Grain:								
Ferndale	Soymix	1.2	1.5		1.0			.5
		5						
Granger	Dairy Blend	1.2	1.5		1.0			.5
		5						
Grease Spot	Yellow Grease	1.5			1.0			N/A
Wilbur Ellis:								
IBP Pasco	Tallow	1.5			1.25			N/A
Lakeside Packers	Tallow	1.5			1.0			N/A
McLeods By-Products:								
1 only	Blends	1.5	N/A	N/A	1.0	N/A	N/A	N/A
2 commodities		1.7	N/A	N/A	1.25	N/A	N/A	N/A
		5						
3 commodities		2	N/A	N/A	1.5	N/A	N/A	N/A
Wash Outs		1.0	N/A	N/A	0.5	N/A	N/A	N/A
Marsue Farms	Poultry Blends	1.5			1.0			N/A
Master Feeds	Blends	1.5			1.0			N/A

	Soymix	1.5			1.0			N/A
Montana Mills	Soapstock	3.5			2.0			N/A
Moore Clarke	Freight (fishoil)	1.5			1.25			N/A
New Life Feeds	Poultry Blend	1.5			1.0			N/A
Otter Co-op	Soymix	1.0	1.2		0.75	1.0		N/A
			5					
Pacific Fermentation	CMS	1.0	1.2		0.75	1.0		N/A
			5					
Scaling at DAI		0.2			0.25			N/A
		5						
Pacific Rendering	Yellow Grease/Tallow	1.5			1.0			N/A
Paragon Mill	Poultry blen	1.0			0.5			N/A
Parish & Heimbecker	AFA Oils	1.0	1.5	1.75	0.75	1.0		N/A
Progressive Poultry	Poultry Blend	1.0			0.5			0.5
Rogers Sugar/United Molasses:								
Molasses		1.7			1.25			N/A
		5						
Fish Oil		1.7			1.25			N/A
		5						
Ritchie Smith:								
Mill 1 one product only	Poultry blend	1.5	N/A	N/A	1.0	N/A	N/A	N/A
Mill 1 product only	Soymix	1.5	N/A	N/A	1.0	N/A	N/A	N/A
Mill 1 two products		2.0	N/A	N/A	1.25	N/A	N/A	N/A
Mill 2	Poultry Blend	1.5	N/A	N/A	1.0	N/A	N/A	N/A
Mill 1 & 2	Poultry Blend	2.0	N/A	N/A	1.25	N/A	N/A	N/A
Small Farm Deliveries	Poultry Blend	1.5			1.0			
	Soymix	1.5			1.0			
Sundance Ranch	Poultry Blend	1.0			0.5			0.5
Sure Crop Feeds	Poultry Blend	1.0	1.5	1.75	0.75	1.0		N/A
	Soymix	1.0	1.5	1.75	0.75	1.0		N/A
	Freight (molasses)	1.0	1.5	1.75	1.0	1.25		N/A
	2 products	1.5			1.0			N/A
Taplow Feeds	Freight (Fish Oil)	1.2	1.7		1.0	1.25		N/A
		5	5					
TP Farms	Soy AFA	1.5			0.75			0.5
Unifeed (Armstrong)	Freight (oils)	1.2	1.7			0.75	1.0	N/A

		5	5			
	Freight (molasses)	1.2	1.7	1.0	1.25	N/A
		5	5			
	Meals			1.5		N/A
Vedder Transport	Oils	0.5		0.5		N/A
Veekens Poultry Farm	Poultry Blend			1.0		N/A
Vertech Feeds	Poultry Blend	1.5		1.0		N/A
University of Edmonton	Freight (molasses)	1.5		1.0		N/A
Westcoast Reduction	Feedfat	1.0	1.2	0.75	1.0	N/A
			5			
	Fish oil	1.0	1.2	0.75	1.0	N/A
			5			
	Poultry Tallow	1.0	1.2	0.75	1.0	N/A
			5			

New customers will be assessed after first delivery.

Pretrip Payments	0.7	0.5
	5	
Tire pressure reports	0.7	0.5
	5	

B.29 WAGES RATES

<u>CLASSIFICATIONS</u>	<u>HOURLY WAGE RATES</u>	
	April 1, 2007 To March 31, 2008	April 1, 2008 To March 31, 2009
<u>Linehaul</u>		
Hourly:	\$20.00	\$20.50
<u>Kilometre Rate</u>		
Semi (single)	\$0.255	\$0.265
Semi (double)	\$0.285	\$0.295
Train (single)	\$0.285	\$0.295
Train (double)	\$0.31	\$0.32

Barrel Haul

<u>Hourly:</u>	\$20.00	\$20.50
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Kilometre Rate

Semi (single)	\$0.255	\$0.265
Semi (double)	\$0.285	\$0.295
Train (single)	\$0.285	\$0.295
Train (double)	\$0.31	\$0.32

Route 1

Vernon local haul
Vernon - Summerland and return ... local haul
Kamloops and return 10 hours and kilometres
Oliver to Penticton to Merritt
to Kamloops to Armstrong 20 hours and kilometres
Two Weekly Rounders 23 hours and klms

Route 6

Prince George 26 hours and kilometres

Prince Rupert 41 hours and kilometres

Route 7

Kootenays 24 hours and kilometres
Kootenay Barrel Haul klms and .02 commission on net weights

Prince George and Kootenays when done in same week the Kootenay hourly rate shall be increased four dollars (\$4.00) per hour.

Route 14

Bulk Grease Hours and klms

Route 15

Bulk Grease Hours and klms

Route 17

Bulk Grease Hours and klms

Local Hauls (within a 160 kilometres radius or not listed above)

Daily hours at hourly rate.

LETTER OF UNDERSTANDING #1

BETWEEN:

McLeod's By-Products (1978) Ltd.

AND:

International Union of Operating Engineers, Local 115

SUBJECT: 14.22 SUB-CONTRACTING

For clarification of the above referenced subject, the Company agrees that sub-contractors will only be used when the following conditions occur:

1. The scope of the work is beyond the capabilities of the employees employed by the Company.
2. The equipment needed to efficiently construct the scope of work is not readily available to the Company.
3. The scope of work is beyond the expertise of Company management to organize and supervise.

It is the intent of the Company to do as much work with their own workforce when the conditions of the work make this possible.

Signed this _____ day of _____, 20__.

For the Company

For the Union

LETTER OF UNDERSTANDING #2

BETWEEN:

McLeod's By-Products (1978) Ltd.

AND:

International Union of Operating Engineers, Local 115

SUBJECT: SICK LEAVE

Sick Leave means the period of time a member is permitted to be absent from work with partial pay by the virtue of being sick or disabled.

Effective April 1, 2007, all regular employees shall be entitled to three (3) days with 60% of regular pay each calendar year. The Company may require a doctor's note for the purpose of proof of illness or disability.

NOTE: abuse of the clause by the employees may result in the loss of the Article.

Signed this _____ day of _____, 20__.

For the Company

For the Union

LETTER OF UNDERSTANDING #3

BETWEEN:

McLeod's By-Products (1978) Ltd.

AND:

International Union of Operating Engineers, Local 115

SUBJECT: PLANT WORKERS DOING LOCAL BARREL PICK UP

Any employee working under the Plant Worker Classification who is required to use the Company pick up truck to pick up barrels will be paid an additional one dollar (\$1.00) per hour while doing such work. (Because this task requires a certain amount of sales ability, the Company receives the right to choose the employee for this task.)

Signed this _____ day of _____, 20__.

For the Company

For the Union

SCHEDULE "C"

Ritchie-Smith Feeds, Inc.

Group Policy Number: G0091686

Class: E - All Employees

Employee Name: _____

Certificate Number: _____

Welcome to Your Group Benefit Program

Group Policy Effective Date: September 01, 1993

This Benefit Booklet has been specifically designed with your needs in mind, providing easy access to the information you need about the benefits to which you are entitled.

Group Benefits are important, not only for the financial assistance they provide, but for the security they provide for you and your family, especially in case of unforeseen needs.

Your Plan Administrator can answer any questions you may have about your benefits, or how to submit a claim.

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How to Use Your Benefit Booklet

Designed with Your Needs in Mind

The Benefit Booklet provides the information you need about your Group Benefits and has been specifically designed with YOUR needs in mind. It includes:

- a detailed Table of Contents, allowing quick access to the information you are searching for,
- Explanation of Common Insurance Terms, which provides a brief explanation of the insurance terms used throughout this Benefit Booklet,
- a clear, concise explanation of your Group Benefits,
- information you need, and simple instructions, on how to submit a claim.

Important Note

The purpose of this booklet is to outline the benefits for which you are eligible as an Employee of Ritchie-Smith Feeds, Inc. or an Affiliated Company of Ritchie-Smith Feeds, Inc. The information in this booklet is a summary of the provisions of the Group Policy. In the event of a discrepancy between this booklet and the Policy (available from your Plan Administrator), the terms of the Group Policy will apply.

Possession of this booklet alone does not mean that you or your dependents are insured. The Group Policy must be in effect and you must satisfy all the requirements of the Policy.

We suggest you read this Benefit Booklet carefully, then file it in a safe place with your other important documents.

Your Group Benefit Card

Your Group Benefit Card is the most important document issued to you as part of your Group Benefit Program. It is the only document that identifies you as a Plan Member. The Group Policy Number and your personal Certificate Number may be required before you are admitted to a hospital, or before you receive dental or medical treatment.

The Group Policy Number and your Certificate Number are also necessary for ALL correspondence with Manulife Financial. Please note that you can print your Certificate Number on the front of this booklet for easy reference.

Your Group Benefit Card is an important document. Please be sure to carry it with you at all times.

Explanation of Common Insurance Terms

The following is an explanation of the Insurance terms used in this Benefit Booklet.

Benefit Percentage (Co-insurance)

the percentage of Covered Expenses which is payable by Manulife Financial.

Covered Expenses

expenses that will be considered in the calculation of payment due under your Extended Health Care or Dental Care benefit.

Deductible

the amount of Covered Expenses that must be incurred and paid by you or your dependents before benefits are payable by Manulife Financial.

Dependent

- your legal spouse, or a person of the opposite sex living with you in a role like that of a marriage partner
- your unmarried natural or adopted children, or stepchildren living in your home, who are:
 - under age 21, or under 25 if a full-time student;
 - not employed on a full-time basis, and
 - not eligible for insurance as an employee under this or any other Group Benefit Program.
- a child who is incapacitated on the date he or she reaches the age when insurance would normally terminate will continue to be an eligible dependent. However, the child must have been insured under this Benefit Program immediately prior to that date.

A child is considered incapacitated if he or she is incapable of engaging in any substantially gainful activity and is dependent on the employee for support, maintenance and care, due to a mental or physical handicap.

Manulife Financial may require written proof of the child's condition as often as may reasonably be necessary.

Earnings

your regular rate of pay from your employer (prior to deductions), including regular bonuses and overtime pay. Earnings may include other income as agreed to in writing by your employer and Manulife Financial.

If you are being paid on a commission basis, your earnings will be as reported on your T4/T4A form for the previous year. If you have less than one year of service with your employer, your earnings will include an average of the total commissions paid over your actual period of employment.

For the purposes of determining the amount of your benefit at the time of claim, your earnings will be the lesser of:

- the amount reported on your claim form, or
- the amount reported by your employer to Manulife Financial and for which premiums have been paid.

Guaranteed Issue Limit (Non-Evidence Limit)

you must submit satisfactory medical evidence to Manulife Financial for Benefit Amounts greater than this amount.

Qualifying Period

a period of continuous and total disability which you must complete in order to qualify for disability benefits.

Take Home Pay (Net Earnings)

your earnings, less deductions normally made for federal and provincial income tax.

Waiting Period

the period of continuous employment with your employer which you must complete before you are eligible for Group Benefits.

Why Group Benefits?

Government health plans can provide coverage for such basic medical expenses as hospital charges and doctors' fees. In case of disability, government plans (such as Unemployment Insurance, Canada/Quebec Pension Plan, Workers' Compensation Act, etc.) may provide some financial assistance.

But government plans provide only basic coverage. Medical expenses or a disability can create financial hardship for you and your family.

Private health care and disability programs supplement government plans and can provide benefits not available through any government plan, providing security for you and your family when you need it most.

Your Group Benefit Program is provided by Ritchie-Smith Feeds, Inc., in partnership with The Manufacturers Life Insurance Company.

Your Plan Administrator

Your Plan Administrator is responsible for ensuring that all employees are covered for the Benefits to which they are entitled by submitting all required premiums, reporting all new enrolments, terminations, changes etc., and by keeping all records up to date.

Your Plan Administrator is _____

Phone Number: () - _____

Please record the name of your Plan Administrator and contact number in the space provided.

Applying for Group Benefits

To apply for Group Benefits, you must submit a completed Enrolment or Reinstatement Application form (Form #GL0001E), available from your Plan Administrator. Your Plan Administrator then forwards the application to Manulife Financial.

Making Changes

To ensure that coverage is kept up to date for yourself and your dependents, it is vital that you report any changes to your Plan Administrator. Such changes could include:

- change in Dependent Coverage
- change in Beneficiary
- change in Name
- applying for coverage previously waived

To make such changes, you must complete the Application for Change form (Form #GL0002E), available from your Plan Administrator.

The Claims Process

How to Submit a Claim

All claim forms, available from your Plan Administrator, must be correctly completed, dated and signed. Remember, always provide your Group Policy Number and your Certificate number (found on your Group Benefit Card) to avoid any unnecessary delays in the processing of your claim.

Your Plan Administrator can assist you in properly completing the forms, and answer any questions you may have about the claims process and your Group Benefit Program.

After completing the appropriate form, give it to your Plan Administrator for mailing to Manulife Financial.

Payment of Extended Health Care and Dental Claims

Once the claim has been processed, Manulife Financial will send a Claim Statement to your Plan Administrator.

Your Plan Administrator will pass the form on to you. The top portion of this form outlines the claim or claims made, the amount subtracted to satisfy deductibles, and the benefit percentage used to determine the final payment to be made to you. If you have any questions on the amount, your Plan Administrator will help explain.

The bottom portion of this form is your claims payment, if applicable. Simply tear along the perforated line, endorse the back of the cheque and you can cash it at any chartered bank or trust company.

You should receive settlement of your claim within three weeks from the date of submission to Manulife Financial. If you have not received payment, please contact your Plan Administrator.

Co-ordination of Extended Health Care and Dental Care Benefits

If you or your dependents are insured for similar benefits under another Plan (e.g., Group Life and Health Program, or other arrangements covering individuals in a group), Manulife Financial will take this into account when determining the amount of expenses payable under this Program.

This process is known as Co-ordination of Benefits. It allows for reimbursement of insured medical and dental expenses from all Plans, up to a total of 100% of the actual expense incurred.

Order of Benefit Payment

A variety of circumstances will affect which Plan is considered as the “Primary Carrier” (i.e., responsible for making the initial payment toward the eligible expense), and which Plan is considered as the “Secondary Carrier” (i.e., responsible for making the payment to cover the remaining eligible expense).

- If the other Plan does not provide for Co-ordination of Benefits, it will be considered as the Primary Carrier, and will be responsible for making the initial payment toward the eligible expense.
- If the other Plan does provide for Co-ordination of Benefits, the following rules are applied to determine which Plan is the Primary Carrier.
 - For Claims incurred by you and your Dependent Spouse:

The Plan insuring you and your Dependent Spouse as an employee/member pays benefits before the Plan insuring you or your Spouse as a dependent.

In situations where you or your Spouse have coverage as an employee/member under more than one Plan, the order of benefit payment will be determined as follows:

- The Plan where the person is covered as an active full-time employee, then
- The Plan where the person is covered as an active part-time employee, then
- The Plan where the person is covered as a retiree.

– For Claims incurred by your Dependent Child:

The Plan covering the parent whose birthday (month/day) is earlier in the calendar year pays benefits first. If both parents have the same birthdate, the Plan covering the parent whose first name begins with the earlier letter in the alphabet pays first.

However, if you and your Spouse are separated or divorced, the following order applies:

- The Plan of the parent with custody of the child, then
 - The Plan of the spouse of the parent with custody of the child (i.e., if the parent with custody of the child remarries or has a common-law spouse, the new spouse's Plan will pay benefits for the Dependent Child), then
 - The Plan of the parent not having custody of the child, then
 - The Plan of the spouse of the parent not having custody of the child (i.e., if the parent without custody of the child remarries or has a common-law spouse, the new spouse's Plan will pay benefits for the Dependent Child).
- A claim for accidental injury to natural teeth will be determined under Extended Health Care Plans with accidental dental coverage before it is considered under the Dental Plans.
 - If the order of benefit payment cannot be determined from the above, the benefits payable under each Plan will be in proportion to the amount that would have been payable if Co-ordination of Benefits did not exist.

Submitting a Claim for Co-ordination of Benefits

To submit a claim when Co-ordination of Benefits applies, refer to the following guidelines:

- As per the Order of Benefit Payment section, determine which Plan is the Primary Carrier and which is the Secondary Carrier.
- Submit all necessary claim forms and original receipts to the Primary Carrier.
- Keep a photocopy of each receipt or ask the Primary Carrier to return the original receipts to you once your claim has been settled.
- Once your claim has been settled by the Primary Carrier, you will receive a statement outlining how your claim has been handled. Submit this statement along with all necessary claim forms and receipts to the Secondary Carrier for further consideration of payment, if applicable.

Who Qualifies for Coverage?

Eligibility

You are eligible for Group Benefits if you:

- are a full-time employee of Ritchie-Smith Feeds, Inc. or an Affiliated Company of Ritchie-Smith Feeds, Inc. and work at least the Required Number of Hours,
- are a member of an eligible class,
- are younger than the Termination Age, and
- have completed the Waiting Period.

The Termination Age and Waiting Period may vary from benefit to benefit. For this information, please refer to each benefit in the section entitled Your Group Benefits.

Your dependents are eligible for insurance on the date you become eligible or the date you first acquire a dependent, whichever is later. You must apply for insurance for yourself in order for your dependents to be eligible.

Required Number of Hours

Full-time employee - 25 hour(s) per week.

Affiliated Companies

McLeod's By-Products Ltd.

Evidence of Insurability

Medical evidence is required when you apply for insurance in excess of the Guaranteed Issue Limit.

Medical evidence can be submitted by completing the Evidence of Insurability form (Form #GL0004E), available from your Plan Administrator. Further medical evidence may be requested by Manulife Financial.

Effective Date of Coverage

- If Evidence of Insurability is not required, your Group Benefits will be effective on the date you are eligible.
- If Evidence of Insurability is required, your Group Benefits will be effective on the date the evidence is approved by Manulife Financial.

(You must be actively at work for insurance to become effective.)

Your dependent's insurance becomes effective on the date the dependent becomes eligible, or the date any required evidence of insurability on the dependent is approved by Manulife Financial, whichever is later.

Your dependent's insurance will not be effective prior to the date your insurance becomes effective.

Note: This does not apply to Dependent Optional Life Insurance which may still become effective if you are declined for Employee Optional Life. In this case, the maximum for Dependent Optional Life will be based on the amount you would have had if your own application for Employee Optional Life had been approved.

Termination of Insurance

Your Group Insurance will terminate on the earliest of:

- the date you cease to be an eligible employee,
- the date any required contribution is due but not paid,
- the date the Group Policy terminates, or
- the date you reach the Termination Age.

Your dependents' insurance terminates on the date your insurance terminates or the date the dependent ceases to be an eligible dependent, whichever is earlier.

Your Group Benefits

Employee Life Insurance

If you die while insured, this benefit provides financial assistance to your beneficiary.

The Benefit

Benefit Amount - \$25,000

Guaranteed Issue Limit - \$25,000

Termination Age - your benefit amount reduces by 50% at age 65 and terminates at age 70 or retirement, whichever is earlier.

Waiting Period

none for employees hired on or prior to the Group Policy Effective Date
3 months for all other employees

Submitting a Claim

To submit an Employee Life Insurance claim, your beneficiary must complete the Life Claim form (Form #GL0016E), available from your Plan Administrator.

Documents necessary to submit with the form are listed on the form. Upon completion of the form, the necessary documents should be attached and the form returned to your Plan Administrator for mailing to Manulife Financial.

A completed claim form must be submitted within 90 days from the date of the loss.

To submit a claim for the Waiver of Premium benefit you must complete a Waiver of Premium claim form (Form #GL0018E), available from your Plan Administrator. Your attending physician must also complete a portion of this form. Upon completion, submit the form to your Plan Administrator for processing and submission to Manulife Financial.

A completed claim form must be submitted within 90 days from the end of the qualifying period.

Waiver of Premium

If you become totally disabled while insured and prior to age 65 and remain so for the qualifying period of 119 days, your Life Insurance will continue without payment of premium.

The premium for your Life Insurance will continue to be waived until your 65th birthday, provided you remain totally disabled and under the regular care of a physician.

Recurrent Disability

If you again become totally disabled from the same or related causes within 6 months of returning to work, you will be eligible for the waiver of premium benefit immediately. You will not be required to complete the qualifying period.

Definition of Total Disability

Due to sickness or injury, you are unable to perform the regular duties of your own occupation, during the Qualifying Period and the next 2 years. After this period, total disability means you are unable to work at any occupation for which you are or may become qualified by training, education or experience.

Conversion Privilege

If your Group Benefits terminate, you may be eligible to convert your Employee Life Insurance to an individual policy, without medical evidence. You must apply for the individual policy, and pay the first monthly premium within 31 days of the termination of your Employee Life Insurance. For information on this conversion privilege, please see your Plan Administrator.

Employee Optional Life Insurance

If you die while insured, this benefit provides financial assistance to your beneficiary, in addition to your Employee Life Insurance Benefit.

The Benefit

Benefit Amount - increments of \$10,000 to a maximum of \$250,000.

Guaranteed Issue Limit - All amounts are subject to Evidence of Insurability.

Termination Age - age 70 or retirement, whichever is earlier

Waiting Period

none for employees hired on or prior to the Group Policy Effective Date
3 months for all other employees

To apply for Employee Optional Life Insurance you must complete the Application for Optional Life form (Form #GL0005E), available from your Plan Administrator.

For details on Submitting a Claim and Conversion Privilege, please refer to Employee Life Insurance.

Waiver of Premium

If you become totally disabled while insured and prior to age 65 and remain so for the qualifying period of 119 days, your Optional Life Insurance will continue without payment of premium.

The premium for your Optional Life Insurance will continue to be waived until your 65th birthday, provided you remain totally disabled and under the regular care of a physician.

Recurrent Disability

If you again become totally disabled from the same or related causes within 6 months of returning to work, you will be eligible for the waiver of premium benefit immediately. You will not be required to complete the qualifying period.

Definition of Total Disability

Due to sickness or injury, you are unable to work at any occupation for which you are or may become qualified by training, education or experience.

Exclusions

If death results from suicide any amount of Optional Life Insurance that has been in effect for less than one year will not be payable.

Dependent Optional Life Insurance

If your spouse dies while insured, the amount of this benefit will be paid to you.

The Benefit

Benefit Amount - Spouse - increments of \$10,000, to a maximum of \$250,000 or 100% of your Optional Life Benefit Amount, whichever is less

- Child - not applicable

Guaranteed Issue Limit - All amounts are subject to Evidence of Insurability.

Termination Age - employee's age 70 or retirement, whichever is earlier

Waiting Period

none for employees hired on or prior to the Group Policy Effective Date
3 months for all other employees

To apply for Dependent Optional Life Insurance you must complete the Application for Optional Life form (Form #GL0005E), available from your Plan Administrator.

Submitting a Claim

To submit a Dependent Optional Life Insurance claim, you must complete the Life Claim form (Form #GL0016E) available from your Plan Administrator. Documents necessary to submit with the form are listed on the form. Upon completion of the form, attach the necessary documents and return the form to your Plan Administrator for mailing to Manulife Financial.

A completed claim form must be submitted within 90 days from the date of loss.

Waiver of Premium

If your Employee Life Insurance premium is waived because you are totally disabled, the premium for this benefit will also be waived. (see Employee Life Insurance...Waiver of Premium)

Conversion Privilege

If your spouse's insurance terminates, he or she may be eligible to convert the terminated insurance to an individual policy, without medical evidence. Application for the individual policy must be made, and the first monthly premium paid, within 31 days of the termination date. For information on the conversion privilege, please see your Plan Administrator.

Exclusions

If death results from suicide any amount of Dependent Optional Life Insurance that has been in effect for less than one year will not be payable.

Accidental Death and Dismemberment

If you sustain any injury through external, violent, and accidental means while insured, and suffer a loss specified in the Schedule of Losses below, this benefit provides financial assistance to you or your beneficiary. In the event of your death, the benefit is payable to your beneficiary. For all other losses, the benefit is payable to you.

The Benefit

Benefit Amount - \$25,000

Guaranteed Issue Limit - \$25,000

Termination Age - your benefit amount reduces by 50% at age 65 and terminates at age 70 or retirement, whichever is earlier

Waiting Period

none for employees hired on or prior to the Group Policy Effective Date

3 months for all other employees

Schedule of Losses

A loss shown in this schedule is covered provided it:

- is caused by accidental means, directly and independently of any other condition or cause;
- occurs within 365 days from the date of the injury; and
- is total and irreversible or irrecoverable.

The amount payable for each loss is a percentage of your Accidental Death and Dismemberment benefit which was in effect as of the date of the injury.

- Loss of Life - 100%
- Loss, or loss of use, of each Arm or Leg - 75%
- Loss, or loss of use, of each Hand; Loss of each Foot; Loss of Sight in each Eye - 66 2/3%
- Loss of Speech - 50%
- Loss of Thumb and Index Finger on the Same Hand - 33 1/3%
- Loss of hearing in Each Ear - 25%

(No more than 100% of the amount for which you are insured under your Accidental Death and Dismemberment benefit will be paid for all losses which result from any one accident.)

Exposure

If a loss occurs due to exposure to the elements, after a conveyance in which you were travelling made a forced landing, or was lost, wrecked, stranded or sank, a benefit will be payable for that loss. The amount payable will be determined in accordance with the Schedule of Losses.

Disappearance

If you disappear after a conveyance in which you were travelling made a forced landing, or was lost, wrecked, stranded or sank, a benefit for loss of life will be payable if your body is not found within one year after the incident occurred.

Submitting a Claim

To submit a Accidental Death Claim, your beneficiary must complete a Life Claim form (Form #GL0016E). To submit a Dismemberment Claim, you must complete an Accidental Dismemberment Claim form (Form #GL0017E). Both forms are available from your Plan Administrator, and require a physician's statement. Upon completion, the form should be returned to your Plan Administrator for processing and submission to Manulife Financial.

A completed claim form must be submitted within 90 days from the date of loss.

Waiver of Premium

If your Employee Life Insurance premium is waived because you are totally disabled, the premium for this benefit will also be waived. (see Employee Life Insurance...Waiver of Premium)

Exclusions

No Accidental Death & Dismemberment benefits are payable if the loss results from:

- suicide or self-inflicted injuries
- war or insurrection
- illness or disease, or the medical treatment of the same
- committing or attempting to commit an assault or criminal offence
- injuries sustained while operating a motor vehicle while under the influence of any intoxicant, including alcohol

Extended Health Care

If you and your dependents incur charges for any of the Covered Expenses specified, your Extended Health Care benefit can provide financial assistance.

The Benefit

Overall Benefit Maximum - Unlimited

Deductible - Nil

Benefit Percentage (Co-insurance) -

90% for - Hospital Care - Medical Services & Supplies - Professional Services - Vision

Note:

The Benefit Percentage for Drugs is shown below under Manuscript Generic Drug Plan 3 - Prescription Drugs, Payment of Covered Expenses.

The Benefit Percentage for Out-of-Canada Emergency Medical Treatment is 100%.

The Benefit Percentage for Referral outside Canada for Medical Treatment Available in Canada is 50%.

The Benefit Percentage for ManuAssist is 100%.

Termination Age - employee's age 70 or retirement, whichever is earlier

Waiting Period

none for employees hired on or prior to the Group Policy Effective Date

3 months for all other employees

Covered Expenses

The expenses specified are covered to the extent that they are reasonable and customary, provided they are:

- medically necessary for the treatment of sickness or injury and recommended by a physician, and
- incurred for the care of a person insured under this Group Benefit Program.

Payment of any Covered Expenses under this benefit which may be purchased in large quantities will be limited to the purchase of up to a 3 months' supply at any one time.

Hospital Care

- charges, in excess of the hospital's public ward charge, for semi-private accommodation
- confinement in a convalescent care facility which starts within 14 days of discharge from a hospital, up to a maximum of 180 days per disability
- confinement in a chronic care facility which starts within 14 days of discharge from a hospital confinement of at least 5 days, up to a maximum of 180 days per disability

ManuScript Generic Drug Plan 3 - Prescription Drugs

Charges incurred for the following expenses are payable when prescribed in writing by a physician or dentist and dispensed by a licensed pharmacist.

- drugs or medicines for the treatment of a sickness or injury, which by law or convention require the written prescription of a physician or dentist (charges for anti-smoking drugs are not covered)
- oral contraceptives
- injectable medications (charges made by a practitioner or physician to administer injectable medications are not covered)
- life-sustaining drugs
- preventive vaccines
- standard syringes, needles and diagnostic aids, required for the treatment of diabetes (charges for cotton swabs, rubbing alcohol, automatic jet injectors and similar equipment are not covered)

- Payment of Covered Expenses

Once you have paid the Drug Deductible, if any, the balance of your covered drug expenses will be payable as follows:

- 90% of the incurred charges is payable if the prescription is for:
 - a) a generic drug (covered expenses will not exceed the price of the lowest cost generic product that can legally be used to fill the prescription, as listed in the Provincial Drug Benefit Formulary),
 - b) diabetic supplies, or
 - c) a brand drug that has no generic equivalent product listed in the Provincial Drug Benefit Formulary
- If the prescription is for a brand drug and there is a generic equivalent product that can be used to fill the prescription, as listed in the Provincial Drug Benefit Formulary, no amount is covered under this benefit.

- No Substitution Prescriptions

If your prescription contains a written direction from your physician or dentist that the prescribed drug or medicine is not to be substituted with another product and the drug or medicine is a covered expense under this benefit, the full cost of the prescribed product is covered.

When you have a “no substitution prescription”, please ask your pharmacist to indicate this information on your receipt, when you pay for the prescription. This will help to ensure that your expenses will be reimbursed appropriately when your claim is submitted to Manulife Financial for payment.

The amount payable is subject to the Drug Deductible, if any, and the Co-insurance for generic drugs, as shown above.

- Prescription Quantity

The maximum quantity of drugs or medicines that will be payable for each prescription will be limited to the lesser of:

- a) the quantity prescribed by your physician or dentist, or
- b) a 34-day supply

A quantity of up to a 100-day supply may be payable in long term therapy cases, where the larger quantity is recommended as appropriate by your physician and pharmacist.

- Manuscript Reimbursement Card

Your Manuscript Reimbursement Card provides general information about your Manuscript Drug Plan. It will help explain what your drug plan covers to your physician and pharmacist.

When you or your dependent(s) require a prescription, it is important that you show your Manuscript Reimbursement Card to both your physician and pharmacist. In this way, they can ensure, wherever possible, that the drug prescribed is one that will be eligible for maximum reimbursement under your Manuscript Drug Plan.

Your Manuscript Reimbursement Card is not a “credit card”. You will be required to pay the pharmacist for the full cost of the prescription. To receive reimbursement for covered expenses you will need to submit a claim to Manulife Financial. For details, please refer to “Submitting a Claim”, included in this section.

Vision Care

- eye exams, once per calendar year
- purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, to a maximum of \$150 during any 2 calendar years
- if contact lenses are required to treat a severe condition, or if vision in the better eye can be improved to a 20/40 level with contact lenses but not with glasses, the maximum payable will be \$200 during any 2 calendar years
- visual training, to a maximum of \$200 per lifetime

Professional Services

Services provided by the following licensed practitioners:

- Chiropractor - \$500 per calendar year
- Osteopath - \$500 per calendar year
- Podiatrist - \$500 per calendar year
- Masseur or Masseuse - \$500 per calendar year
- Naturopath - \$500 per calendar year
- Speech Therapist - \$500 per calendar year
- Physiotherapist - \$500 per calendar year
- Psychologist - \$500 per calendar year

Expenses for some of these Professional Services may be payable in part by Provincial Health Care Plans. Coverage for the balance of such expenses prior to reaching the Provincial Health Care Plan maximum may be prohibited by provincial legislation. In those provinces, expenses under this Benefit Program are payable after the Provincial Health Care Plan's maximum for the benefit year has been paid.

Recommendation by a physician for Professional Services is not required.

Medical Services and Supplies

Private Duty Nursing

- services provided in your home (other than custodial care, homemaking services and supervision) by a Registered Nurse, a Registered Nursing Assistant, a Certified Nursing Assistant, or a Licensed Practical Nurse, to a maximum of \$10,000 per calendar year(s)
- services provided must be services which are deemed to be within the practice of nursing

Pre-Determination of Benefits

Manulife Financial suggests that you submit a detailed treatment plan before the services begin. You will then be advised of any benefit that will be provided.

Charges for the following services are not eligible:

- service performed by a nursing practitioner who is related to or lives with the patient
- service performed while the patient is in a hospital, nursing home, or similar institution
- service which can be performed by a person of lesser qualification, a relative, friend, or a member of a patient's household

Ambulance

- licensed ambulance service, including air ambulance, to and from the nearest hospital where adequate treatment is available

Medical Equipment

- rental or, at Manulife Financial's option, purchase of a hospital bed, wheelchair, respiratory equipment, oxygen and oxygen equipment, and other durable medical equipment usually found in hospitals

Non-Dental Prostheses, Supports and Hearing Aids

- artificial eyes, limbs, and breast prostheses
- surgical stockings, up to a maximum of 4 pairs per calendar year
- surgical brassieres, up to a maximum of 4 per calendar year

- braces (excluding foot braces), trusses, collars, casts, crutches, and quad canes
- orthopaedic shoes which are made or altered to fit the person's specific medical needs, to a maximum of one pair per calendar year (recommendation of a physician is not required)
- orthotic foot appliances (including foot braces) which are made or altered to fit the person's specific medical needs, up to a maximum of \$400 per calendar year (recommendation of a physician is not required)
- cost, installation, repair and maintenance of hearing aids (including charges for batteries), to a maximum of \$500 every 5 calendar year(s)

Other Supplies and Services

- ileostomy, colostomy and incontinence supplies
- oxygen and diagnostic services
- charges for the treatment of accidental injuries to natural teeth or jaw, provided the treatment is rendered within 12 months of the accident, excluding injuries due to biting or chewing

Out-of-Province/Out-of-Canada

- emergency medical treatment of a sickness or injury which occurs while temporarily out of Canada, provided the insured person who receives the treatment is also covered by the Provincial Health Care Plan during the absence from Canada.

A medical emergency is a sudden, unexpected injury which occurs or an unforeseen illness which begins during the absence from Canada and which requires immediate medical attention.

- medical treatment which is not available in the insured person's province of residence but which is available and provided to that person elsewhere in Canada.
- medical treatment which is not available in Canada.
- referral outside Canada for treatment which is available in Canada, to a maximum of \$3,000 every 3 calendar years.
- If, while outside Canada on referral for medical treatment, the insured person requires treatment for a medical condition which is related directly or indirectly to the referral treatment, the total expenses payable for all treatment are subject to the maximum of \$3,000 every 3 calendar years.

For all non-emergency medical treatment out of Canada, Manulife Financial:

- requires that it be recommended by a physician practicing in Canada, and

- suggests that you submit a detailed treatment plan with cost estimates before treatment begins. You will then be advised of any benefit that will be provided.

Charges for the following are payable under this expense:

- physician's services
- hospital room and board at standard ward rates
- the cost of special hospital services

The amount payable for these expenses will be the reasonable and customary charges less the amount payable by the Provincial Health Care Plan.

Charges incurred outside Canada for all other Covered Extended Health Care Expenses are payable on the same basis as if they were incurred in Canada.

ManuAssist

ManuAssist is a travel assistance program available for you and your insured dependents. The assistance services are delivered through an international organization, specializing in travel assistance.

The following services are provided, when required as a result of a medical emergency which occurs during the first 60 days while travelling outside your province of residence:

Medical Emergency Assistance

A Medical Emergency is a sudden, unexpected injury which occurs or an unforeseen illness which begins while an insured person is travelling outside his province of residence and requires immediate medical attention. Such emergency no longer exists when, in the opinion of the attending physician, the insured person is able to return to his province of residence.

a) 24-Hour Access

Multilingual assistance is available 24 hours a day, seven days a week, through telephone (toll-free or call collect), telex or fax.

b) Medial Referral

Referral to the nearest physician, dentist, pharmacist or appropriate medical facility, and verification of insurance coverage, is provided.

c) Claims Payment Service

If a hospital or other provider of medical services requires a deposit or payment in full for services rendered, and the expenses exceed \$200 (Canadian), payment of such expenses will be arranged and claims co-ordinated on behalf of the insured person.

Payment and co-ordination of expenses will take into account the coverage that the insured person is eligible for under a Provincial Plan and this benefit. If such payments are subsequently determined to be in excess of the amount of benefits to which the insured person is entitled, Manulife Financial shall have the right to recover the excess amount by assignment of Provincial Plan benefits and/or refund from you.

d) Medical Care Monitoring

Medical care and services rendered to the insured person will be monitored by medical staff who will maintain contact, as frequently as necessary, with the insured person, the attending physician, the insured person's personal physician and family.

e) Medical Transportation

If medically necessary, arrangements will be made to transfer an insured person to and from the nearest medical facility or to a medical facility in the insured person's province of residence. Expenses incurred for the medical transportation will be paid, as described under Medical Services and Supplies - Ambulance.

If medically necessary for a qualified medical attendant to accompany the insured person, expenses incurred for round-trip transportation will be paid.

f) Return of Dependent Children

If dependent children are left unattended due to the hospitalization of an insured person, arrangements will be made to return the children to their home. The extra costs over and above any allowance available under pre-paid travel arrangements will be paid.

If necessary for a qualified escort to accompany the dependent children, expenses incurred for round-trip transportation will be paid.

g) Trip Interruption/Delay

If a trip is interrupted or delayed due to an illness or injury of an insured person, one-way economy transportation will be arranged to enable each insured person and a Travelling Companion (if applicable) to rejoin the trip or return home. Expenses incurred, over and above any allowance available under pre-paid travel arrangements will be paid.

A Travelling Companion is any person travelling with the insured person, and whose fare for transportation and accommodation was pre-paid at the same time as the insured person's fare.

If the insured person chooses to rejoin the trip, further expenses incurred which are related directly or indirectly to the same illness or injury, will not be paid.

h) After Hospital Convalescence

If an insured person is unable to travel due to medical reasons following discharge from a hospital, expenses incurred for meals and accommodation after the originally scheduled departure date will be paid, subject to the maximum shown in part l) of this provision.

i) **Visit of Family Member**

Expenses incurred for round-trip economy transportation will be paid for an immediate family member to visit an insured person who, while travelling alone, becomes hospitalized and is expected to be hospitalized for longer than 7 days. The visit must be approved in advance by Manulife Financial.

j) **Vehicle Return**

If an insured person is unable to operate his owned or rented vehicle due to illness, injury or death, expenses incurred for a commercial agency to return the vehicle to the insured person's home or nearest appropriate rental agency will be paid, up to a maximum of \$1,000 (Canadian).

k) **Identification of Deceased**

If an insured person dies while travelling alone, expenses incurred for round-trip economy transportation will be paid for an immediate family member to travel, if necessary, to identify the deceased prior to release of the body.

l) **Meals and Accommodation**

Under the circumstances described in part f), g), h), i) and k) of this provision, expenses incurred for meals and accommodation will be paid, subject to a combined maximum of \$2,000 (Canadian) per medical emergency.

Non-Medical Assistance

a) **Return of Deceased to Province of Residence**

In the event of the death of an insured person, the necessary authorizations will be obtained and arrangements made for the return of the deceased to his province of residence. Expenses incurred for the preparation and transportation of the body will be paid, up to a maximum of \$5,000 (Canadian). Expenses related to the burial, such as a casket or an urn, will not be paid.

b) **Lost Document and Ticket Replacement**

Assistance in contacting the local authorities is provided, to help an insured person in replacing lost or stolen passports, visas, tickets or other travel documents.

c) **Legal Referral**

Referral to a local legal advisor, and if necessary, arrangements for cash advances from the insured person's credit cards, family or friends, is provided.

d) **Interpretation Service**

Telephone interpretation service in most major languages is provided.

e) **Message Service**

Telephone message service is provided for messages to or from family, friends or business associates. Messages will be held for up to 15 days.

f) **Pre-trip Assistance Service**

Up-to-date information is provided on passport and visa, vaccination and inoculation requirements for the country where the insured person plans to travel.

Exceptions

Manulife Financial, and the company contracted by Manulife Financial to provide the travel assistance services described in this benefit, will not be responsible for the availability, quality, or results of any medical treatment, or the failure of an insured person to obtain medical treatment or emergency assistance services for any reason.

Emergency assistance services may not be available in all countries due to conditions such as war, political unrest or other circumstances which interfere with or prevent the provision of any services.

How to Access ManuAssist - Your ManuAssist Card

Your ManuAssist card lists the toll free numbers to call in case of an emergency, while travelling outside your province. The toll free number will put you in touch with the international travel assistance organization.

Your ManuAssist card also lists your I.D. number and group policy number, which the travel assistance organization needs to confirm that you are covered by ManuAssist.

If you do not have a ManuAssist Card, please contact your Plan Administrator.

Submitting a Claim

To submit an Extended Health Care claim, you must complete an Extended Health Care Claim form (Form #GL0012E), available from your Plan Administrator.

Once you have completed the form, attach all applicable receipts and return it to your Plan Administrator for mailing to Manulife Financial.

All claims must be submitted within 12 months after the date the expense was incurred. However, upon termination of your insurance, all claims must be submitted no later than 90 days from the termination date.

Claims for Out-of-Canada expenses must first be submitted to the Provincial Health Care Plan for payment. Any outstanding balance should be submitted to Manulife Financial, along with the explanation of payment from the Provincial Health Care Plan.

Exclusions

No Extended Health Care benefits are payable for expenses resulting from:

- self-inflicted injuries
- war, riot, insurrection or civil commotion

- committing or attempting to commit an assault or criminal offence
- an illness or injury for which benefits are payable under any government plan or workers' compensation
- charges for periodic check-ups, broken appointments, third party examinations, travel for health purposes, or completion of claim forms
- services or supplies provided by an employer's medical or dental department
- services or supplies for which no charge would normally be made in the absence of insurance
- services or supplies which are not permitted by law to be paid
- services or supplies which are required for recreation or sports
- services or supplies which would have been payable by the Provincial Health Care Plan if proper application had been made
- medical treatment which is not usual or customary, or is experimental or investigational in nature
- medical or surgical care which is cosmetic
- anti-smoking treatments

Dental Care

If you or your dependent require any of the dental services specified under Covered Expenses, your Dental Care benefit can provide financial assistance.

The Benefit

Deductible - Nil

Dental Fee Guide - Current Fee Guide for General Practitioners for your Province of Residence

Benefit Percentage (Co-insurance) -

90% for Level I - Basic Services

90% for Level II - Supplementary Basic Services

60% for Level III - Dentures

60% for Level IV - Major Restorative Services

60% for Level V - Orthodontics

Benefit Maximums

\$1,000 per calendar year combined for Level I and Level II and Level III and Level IV

\$2,500 per lifetime for Level V

Termination Age - employee's age 70 or retirement, whichever is earlier

Waiting Period

none for employees hired on or prior to the Group Policy Effective Date

3 months for all other employees

Covered Expenses

The following are covered expenses when they are incurred for the necessary dental care of an insured person.

Level I - Basic Services

- one complete oral exam during any 2 calendar years
- full-mouth x-rays during any 2 calendar years
- recall exams, bitewing x-rays, and light scaling and polishing, twice per calendar year
- fluoride treatments, twice per calendar year for dependent children (for persons age 21 and older, fluoride applications are covered only when the person has been treated for gum disease)
- routine diagnostic and laboratory procedures
- initial oral hygiene instruction, plus one recall
- fillings, retentive pins and pit and fissure sealants
- stainless steel crowns (excluding crowns of porcelain fused to metal, acrylic, plastic, gold, porcelain and other substances)
- space maintainers (appliances placed for orthodontic purposes are not covered)
- minor surgical procedures and post surgical care
- extractions (including impacted and residual roots)

- consultations, anaesthesia, and conscious sedation
- denture repairs, relines and rebases

Level II - Supplementary Services

- surgical procedures not included in Level I (excluding implant surgery)
- periodontics (treatment of gum disease)
- endodontics (root canal therapy)

Level III - Dentures

- initial provision of full or partial removable dentures
- replacement of removable dentures, provided the dentures are required because:
 - a natural tooth is extracted and the existing appliance cannot be made serviceable;
 - the existing appliance is at least 60 months old; or
 - the existing appliance is temporary and is replaced with the permanent dentures within 12 months of its installation
- dentures required solely to replace a natural tooth which was missing prior to becoming insured for this covered expense are not covered

Level IV - Major Restorative Services

- crowns and onlays when the function of a tooth is impaired due to cuspal or incisal angle damage caused by trauma or decay
- initial provision of fixed bridgework
- replacement of bridgework, provided the new bridgework is required because:
 - a natural tooth is extracted and the existing appliance cannot be made serviceable;
 - the existing appliance is at least 60 months old; or
 - the existing appliance is temporary and is replaced with the permanent bridge within 12 months of its installation

- bridgework required solely to replace a natural tooth which was missing prior to becoming insured for this covered expense is not covered

Level V - Orthodontics

- orthodontic services (for dependent children only, provided treatment commences prior to reaching age 19)

Alternate Treatment

Where any two or more courses of treatment covered under this benefit would produce professionally adequate results for a given condition, Manulife Financial will pay benefits as if the least expensive course of treatment were used. Manulife Financial will determine the adequacy of the various courses of treatment available, through a professional dental consultant.

Pre-Determination of Benefits

If the cost of any proposed dental treatment is expected to exceed \$400, Manulife Financial suggests that you submit a detailed treatment plan, available from your dentist, before the treatment begins. You can then be advised of the amount you are entitled to receive under this benefit.

Submitting a Claim

To submit a claim, you and your dentist must complete a Dental Claim form (Form #GL0010E), available from your Plan Administrator. Once the form has been completed, submit it to your Plan Administrator for mailing to Manulife Financial.

All claims must be submitted within 12 months after the date the expense was incurred. However, upon termination of your insurance, all claims must be submitted no later than 90 days from the termination date.

Exclusions

No Dental Care benefits will be payable for expenses resulting from:

- self-inflicted injuries
- war, riot, insurrection or civil commotion
- committing or attempting to commit an assault or criminal offence
- dental care which is cosmetic
- broken dental appointments
- services which are payable by an government plan

- services or supplies provided by an employer's medical or dental department
- services or supplies for which no charge would normally be made in the absence of insurance
- treatment rendered solely to correct the vertical dimension or temporomandibular joint dysfunction
- replacement of removable dental appliances which have been lost, mislaid or stolen
- laboratory fees which exceed reasonable and customary charges

Survivor Extended Benefit

If you die while your dependents are insured under this Group Benefit Program, Manulife Financial will continue the Extended Health Care and Dental Care benefits without payment of premium, until the earliest of:

- the date your dependent is no longer a dependent, according to the definition of dependent (see Explanation of Common Insurance Terms),
- the date similar coverage is obtained elsewhere,
- the date which is 2 years from your death, or
- the date the Group Policy terminates.

Weekly Income (Short Term Disability)

If you become totally disabled while insured and are unable to work for a short period of time, this benefit will replace a portion of your lost weekly earnings.

Total Disability means that due to sickness or injury, you are unable to perform the regular duties of your own occupation.

The Benefit

Benefit Amount - 66.7% of your weekly earnings, to a maximum of \$600 or the Unemployment Insurance Maximum benefit amount, whichever is greater

- your benefits will be reduced by any disability benefits you are entitled to receive under the Quebec Automobile Insurance Act

Qualifying Period - none, if disability is due to accident, 7 calendar days, if due to sickness (if hospitalized due to sickness prior to the end of the qualifying period, benefits commence from the first day of hospitalization)

Benefit Period - 17 weeks

Termination Age - age 70 or retirement, whichever is earlier

Waiting Period

none for employee hired on or prior to the Group Policy Effective Date

3 months for all other employees

Tax Status of Benefits

The tax position of any payments you receive under this benefit depends on whether you or your employer pays the cost of the benefit.

If your employer pay a portion or all of the cost, then any disability benefits you receive will be taxable. If you pay the full cost, then any disability benefits you receive will be non-taxable.

Payment of Benefits

Once you have completed the Qualifying Period for this benefit, your benefit payments will commence, provided:

- you have submitted proof of disability to Manulife Financial not later than 90 days from the end of the Qualifying Period, and
- you are receiving from a physician, regular ongoing care and treatment appropriate for your disabling condition

You must be under the care of a physician during the Qualifying Period in order to qualify for benefits at the end of the Qualifying Period. Otherwise, your benefits will commence on the date you are first treated by your physician.

Benefit payment are payable up to the Benefit Period provided under this benefit.

Payments will terminate prior to the end of the Benefit Period:

- if you do not provide Manulife Financial with satisfactory proof of your disability, or if you refuse to undergo a medical examination by a physician chosen by Manulife Financial
- when you are not longer disabled
- when you work in any occupation for wage or profit
- when you retire
- in the event of your death

Recurrent Disability

If you again become totally disabled from the same or related causes within 2 weeks of returning to work, payments for the balance of the Benefit Period will resume immediately. For benefits to resume immediately, you must see a physician on the date the disability recurs.

Submitting a Claim

To submit a claim, you must complete the Weekly Income Claim form (Form #GL0014E), available from your Plan Administrator. Your attending physician must also complete a portion of this form. Upon completion, submit the form to your Plan Administrator for processing and submission to Manulife Financial.

A completed claim form must be submitted within 90 days from the end of the qualifying period.

Exclusions

No Weekly Income benefits will be payable for disabilities resulting from:

- self-inflicted injuries
- war, riot, insurrection or civil commotion
- committing or attempting to commit an assault or criminal offence
- medical or surgical care which is cosmetic
- illness or injury which arises out of or in the course of employment, unless Workers' Compensation denies your claim because your disability is not recognized as resulting from employment

No Weekly Income benefits will be payable during any period in which you are:

- not under the care of a physician
- on lay-off during which you become totally disabled
- on leave of absence during which you become totally disabled, unless your employer is required to pay benefits during this period as a result of legislation, regulation or case law (in some provinces, employers with a benefit plan are required to provide benefits to an employee during the health-related portion of her Maternity Leave of Absence)
- receiving Unemployment Insurance maternity or parental benefits
- receiving benefits under an employer-sponsored salary continuance or wage loss replacement plan, or receiving temporary disability benefits from workers' compensation.
- imprisoned

Long Term Disability

If you become totally or partially disabled while insured, this benefit will replace a portion of your lost earnings.

The Benefit

Benefit Amount - 66.7% of your monthly earnings, to a maximum of \$5,000

Guaranteed Issue Limit - \$5,000

Qualifying Period - 119 days

Benefit Period

- to age 65 for Total Disability Benefits

- 2 years, but not beyond age 65, for Partial Disability Benefits

Termination Age - age 65 less the Qualifying Period, or retirement, whichever is earlier

Waiting Period

none for employees hired on or prior to the Group Policy Effective Date

3 months for all other employees

Total Disability Benefit

If you become totally disabled, the benefit payable is the Benefit Amount shown above reduced by any disability benefits you are entitled to receive from the Canada or Quebec Pension Plan (excluding dependents' benefits), Workers' Compensation, and the Quebec Automobile Insurance Act.

- if necessary, your benefit amount will be further reduced so that your total disability income does not exceed 85% of your pre-disability earnings (take home pay if your benefit is non-taxable)
- once benefits have become payable, a cost of living increase in your Canada or Quebec Pension Plan benefits will not affect the amount you are receiving under this benefit.

Definition of Total Disability

Due to sickness or injury, you are unable to perform the regular duties of your own occupation during the Qualifying Period and the next 2 years. After this period, total disability means you are unable to work at any occupation for which you are or may become qualified by training, education or experience.

Partial Disability Benefit

If you become partially disabled, the benefit payable is

- your Total Disability Benefit reduced by 50% of your employment earnings, if you return to work; or

- 50% of your Total Disability Benefit, if you do not return to work

If necessary, your benefit will be reduced so that the total income you receive from all sources does not exceed 85% of your pre-disability earnings. To account for inflation, your pre-disability earnings will be adjusted each January, based on the change in the Consumer Price Index for the preceding year.

To qualify for Partial Disability Benefits, you must first qualify for Total Disability Benefits.

Definition of Partial Disability

During a period of 2 years following the Qualifying Period you will be considered partially disabled if you are able to work in your own occupation but, due to your disability, you can only do so in a reduced capacity such that your pre-disability earnings are reduced by 15% or more.

After this period you will be considered partially disabled if, due to your disability, you can only work in a reduced capacity in any occupation such that your pre-disability earnings are reduced by 15% or more.

Tax Status of Benefits

The tax position of any payments you receive under this benefit depends on whether you or your employer pay the cost of the benefit.

If your employer pays a portion or all of the cost, then any disability benefits you receive will be taxable. If you pay the full cost, then any disability benefits you receive will be non-taxable.

Vocational Rehabilitation Expense Benefit

If, while receiving disability benefits, you become involved in vocational rehabilitation approved by Manulife Financial, expenses reasonably associated with your rehabilitation will be payable by Manulife Financial, provided:

- the expenses have been pre-approved by Manulife Financial
- the charges are reasonable, and are not payable through any other source

Expenses which will be considered under this benefit are:

- rehabilitation assessment, including work capacity assessment and placement assistance
- vocational counselling, re-training or education, and non-medical rehabilitation devices

Payment of Benefits

Once you have completed the Qualifying Period for this benefit, your benefit payments will commence, provided:

- you have submitted proof of disability to Manulife Financial not later than 90 days following the end of the Qualifying Period, and
- you are receiving from a physician, regular ongoing care and treatment appropriate for your disabling condition

Benefit payments are payable up to the Benefit Period provided under this Benefit.

Benefit payments will terminate prior to the end of the Benefit Period:

- if you do not provide Manulife Financial with satisfactory proof of your disability, or if you refuse to undergo a medical examination by a physician chosen by Manulife Financial
- when you are no longer disabled
- when you reach the Termination Age for this Benefit
- in the event of your death

Re-employment Subsidy Benefit

If, after you qualify for disability benefits, you are unable to return to your previous job because of your disability, but you do return to alternate employment, Manulife Financial will subsidize your employer during the first 3 months of your employment.

The amount of the subsidy benefit will be the lesser of:

- 50% of your first 3 months' earnings, or
- an amount equal to your Long Term Disability benefit for one month

The benefit is payable to your employer after you have worked for 3 continuous months.

Waiver of Premium

The premium for your Long Term Disability benefit will be waived during any period you are eligible to receive Long Term Disability benefit payments.

Recurrent Disability

If you again become disabled from the same or related causes within 6 months of returning to work, benefits for the balance of the Benefit Period will resume immediately. For benefits to resume immediately, you must see a physician on the date disability recurs.

Survivor Benefit

If you die while disability benefits are payable, Manulife Financial will pay a benefit to your surviving dependents. If there are no surviving dependents, the benefit will be paid to your estate.

The amount of the Survivor Benefit payable is 3 times your last monthly benefit payment, less the amount of any benefit overpayments which have not been recovered.

Submitting a Claim

To submit a claim, you must complete the Long Term Disability claim form, (Form #GL0015E), available from your Plan Administrator. Your attending physician must also complete a portion of this form. Upon completion, submit the form to your Plan Administrator for processing and submissions to Manulife Financial.

A completed claim form must be submitted within 90 days from the end of the qualifying period.

Exclusions

No Long Term Disability benefits will be payable for disabilities resulting from:

- self-inflicted injuries
- war, riot, insurrection or civil commotion
- committing or attempting to commit an assault or criminal offence
- medical or surgical care which is cosmetic
- the abuse of addictive substances, including drugs and alcohol, unless you are participating in a treatment program approved by Manulife Financial
- a pre-existing condition which causes disability in the first 12 months of your Long Term Disability coverage. The exclusion will not apply to any condition for which you have been treatment free (have not been treated by a physician or have not taken prescribed drugs) during the 90 days immediately prior to the effective date of your coverage.

No Long Term Disability benefits will be payable during any period in which you are:

- not receiving from a physician, regular ongoing care and treatment appropriate for your disabling condition. Where there is a dispute over the appropriateness of the care and treatment, Manulife Financial has the right to refer you for an independent medical examination
- on lay-off during which you become disabled
- on leave of absence during which you become disabled, unless your employer is required to pay benefits during this period as a result of legislation, regulation or case law (in some provinces, employers with a benefit plan are required to provide benefits to an employee during the health-related portion of her Maternity Leave of Absence)
- receiving Unemployment Insurance maternity or parental benefits

- receiving benefits under an employer-sponsored salary continuance or short term wage loss replacement plan
- working in any occupation, except as provided for under the Partial Disability benefit
- imprisoned

