

**Clerical
Agreement**

Between

Newfoundland Power Inc.

and

**Local 1620
of
International Brotherhood
of Electrical Workers
A.F. of L., C.I.O. - C.L.C.**

**Effective
October 1, 2003 –
September 30, 2008**

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CLERICAL AGREEMENT

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 – Purpose Of Agreement.....	2
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ARTICLE 2 - RECOGNITION

2.01 – Recognition.....	2
2.02 – Definition of Employee.....	3
2.03 – Interpretation.....	3

ARTICLE 3 - RESPONSIBILITIES OF THE PARTIES

3.01 – Agreement To Be Observed.....	3
3.02 – No Work Stoppages.....	3
3.03 – Technological Change	3
3.04 – Bargaining Unit Work.....	3
3.05 – Contracting Out Provision	4

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 – Management Rights	4
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ARTICLE 5 - UNION SECURITY AND CHECK OFF

5.01 – Union Membership	4
5.02 – Deduction of Fees	4

ARTICLE 6 - UNION REPRESENTATIVES AND COMMITTEES

6.01 – Committees and Meetings.....	4
6.02 – Compensation While on Joint Committee Work.....	5
6.03 – Stewards.....	5
6.04 – Pre-Negotiating Committee.....	5
6.05 – Access to Company Property.....	5
6.06 – Documents and Correspondence to Union	6
6.07 – Bulletin Boards	6
6.08 – Introduction to Shop Steward.....	6
6.09 – Employees’ Personnel File	7
6.10 – Disciplinary Records.....	7

ARTICLE 7 - SAFETY

7.01 – Safety Policy 7
7.02 – Employee **Requiring** Assistance 7
7.03 – Video **Display** Terminals 8
7.04 – Protective Equipment 8
7.05 – Early and Safe **Return to Work** 8

ARTICLE 8 - TRAINING

8.01 – Training Programmes – Clerical 9
8.02 – Labour Relations Fund 9
8.03 – Regular Employee Commencing Apprenticeship Program 10

ARTICLE 9 - HOURS OF WORK

9.01 – Intent of Clause 10
9.02 – Non-Shift Employees 10
9.03 – Shift Employees - Computer Operators 11
9.04 – Contact Centre Hours of Operation 12
9.05 – Rest Breaks 12
9.06 – Shift Employees 12
9.07 – Shift Differential 13
9.08 – Relief Shift – Information Services Department 13
9.09 – Alternate Hours at Request of **Employee** 14

ARTICLE 10 - OVERTIME

10.01 – Overtime Rate 14
10.02 – **Banking of Overtime** 14
10.03 – Basis of Overtime 15
10.04 – Minimum Overtime 15
10.05 – Equal Distribution 15
10.06 – Period of Rest 16
10.07 – Overtime While Traveling 16
10.08 – Overtime on Callouts During **Unplanned Outages** 16

ARTICLE 11 - WAGES

11.01 – **Wages** as in Schedule B 17

ARTICLE 12 - STANDBY SERVICE

12.01 – Standby Service 17

ARTICLE 13 - INCLEMENT WEATHER

13.01 – Reporting For **And Leaving Work** During Inclement **Weather** 18

ARTICLE 14 - NOTICE, TRAVEL TIME AND MEALS

14.01 – Definitions..... 19
14.02 – Normal Headquarters to **Work Site**..... 19
14.03 – Kilometre Allowance 19
14.04 – **Meals** During Overtime 19
14.05 – Notice of Planned **Work**..... 20
14.06 – **Alternative Hours** - Temporary Headquarters 20
14.07 – Per Diem **Meal Allowance & Accommodations** 21
14.08 – Travel Allowance 22
14.09 – Commuting Option (Temporary **Headquarters** or AWL) 23
14.10 – Travel 24
14.11 – **Special Work Assignments** 25
14.12 – Emergency Situations 25

ARTICLE 15 - PAID HOLIDAYS

15.01 – Paid Holidays..... 25
15.02 – Observed Day..... 26
15.03 – Shift **Employees - Computer Operators**..... 26

ARTICLE 16 - VACATIONS

16.01 – Vacation Year 26
16.02 – Vacation Credits..... 26
16.03 – Utilization of Vacation Credits 27
16.04 – **Scheduling of Vacations** 28
16.05 – Paid Holiday During Vacation..... 28
16.06 – Call-back from Vacation..... 28
16.07 – Temporary Employee - Vacation Period 28
16.08 – **Vacation Pay** on Termination 29
16.09 – Transfer Vacation to **Sick Leave**..... 29
16.10 – Bereavement Leave During **Vacation**..... 29

ARTICLE 17 - INSURANCE AND BENEFIT PLANS

17.01 - Insurance Benefits for Regular Employees 29
17.02 - Insurance Benefits for Temporary **Employees**..... 30
17.03 - Cost **Of Policies**..... 30
17.04 - Interim Insurance for **New Employees**..... 30
17.05 - Pension Benefits and Group RRSP 30
17.06 - Severance Pay 31
17.07 - Retirement Allowance 32
17.08 – Enhanced Early Retirement Program..... 32
17.09 – Registered Retirement Savings Plan..... 32

ARTICLE 18 - SICK LEAVE

18.01 – Sick Leave - Regular Employees.....	33
18.02 – Sick Leave - Temporary Employees.....	33
18.03 – Reporting Sick	33
18.04 – Medical Certificate Required	34
18.05 – Medical and Dental Appointments.....	34

ARTICLE 19 - PERSONAL EQUIPMENT

19.01 – Personal Clothing & Equipment.....	34
19.02 – Clothing Allowance.....	34
19.03 – Uniforms	35
19.04 – Coveralls for Dirty Jobs.....	35

ARTICLE 20 - LEAVE OF ABSENCE

20.01 – Bereavement Leave.....	35
20.02 – Court Duty	36
20.03 – Union Business	36
20.04 – Union Conventions.....	36
20.05 – Business Manager.....	36
20.06 – Leave for Other Purposes.....	37
20.07 – Family Responsibility Leave	37
20.08 – Education Leave.....	37
20.09 – Pregnancy Leave.....	38
20.10 – Emergency Leave.....	38
20.11 – Parental Leave.....	39
20.12 – Adoption Leave.....	39

ARTICLE 21 - SENIORITY

21.01 – Seniority.....	40
21.02 – Selection of Regular Employees for Promotion and Transfer.....	40
21.03 – Selection of Regular Employees for Layoff and Recall	41
21.04 – Loss of Seniority.....	41
21.05 – Temporary Assignment Into Managerial Position.....	42
21.06 – Regular Employee Transferring into Craft Unit.....	42
21.07 – Seniority Roster	42
21.08 – Rehiring Temporary Employees.....	42

ARTICLE 22 – VACANCIES AND NEW CLASSIFICATIONS

22.01 – Introduction Of New Classifications	44
22.02 – Job Postings	44
22.03 – Job Selection.....	45
22.04 – Temporary Work Outside Employee’s Classification.....	45
22.05 – Request For Reclassification.....	45

22.06 – Transfer To Lower Paying Classification..... 45
 22.07 – Relocation **Expenses** 46

ARTICLE 23 - NO DISCRIMINATION

23.01 – No Discrimination..... 46
 23.02 – Personal and **Sexual** Harassment 46

ARTICLE 24 - GRIEVANCE

24.01 – Grievance **Steps** 46
 24.02 – Grievance – Probationary Employees..... 47

ARTICLE 25 - ARBITRATION

25.01 – Arbitration Procedure..... 47

ARTICLE 26 - DURATION AND RENEWAL OF CONTRACT

26.01 – Effective Period 48
 26.02 – Self-Renewing Unless Terminated 48
 26.03 – **Change** by Consent 48

Article 27 – ESSENTIAL EMPLOYEES

Clause 27.01 – Essential Employee Requirements..... 48

SCHEDULE “A”: Classification..... 50

SCHEDULE “B”: Wages..... 51

SCHEDULE “C”: Clothing 56

APPENDIX A: Letter of Understanding 58

APPENDIX B: Letter of Understanding 59

APPENDIX C: Classifications..... 60

APPENDIX D: Letter of Understanding..... 63

APPENDIX E: **Supplementary** Unemployment Benefit Plan..... 64

APPENDIX F: **Letter** of Understanding – Group Insurance..... 66

TO ALL SUPERVISORY STAFF AND UNION STEWARDS

This Agreement is **the** result of collective bargaining between representatives of the Union and the Company. It has **been** entered into in good faith and **represents the** efforts of **many people** over **several** months of Union-Company relations. The Parties hereto recognize that a series of rigid rules cannot alone **result** in mutual co-operation. The spirit behind the Agreement is much more important than the terms **in** which it is written.

SUPERVISORY STAFF AND UNION STEWARDS are urged to study and become familiar with **the** terms **and** conditions of this **Agreement** and to observe strictly THEIR obligation contained herein. Relationships between supervisors, their Employees and Union representatives should be handled with **an** attitude of fair play, adherence to **the** terms of the **Agreement** and a genuine effort to promote amicable and harmonious **working** arrangements in a spirit of goodwill, tolerance and understanding.

THIS AGREEMENT made as of the 1st day of October, A.D. 2003.

BETWEEN:

NEWFOUNDLAND POWER INC.,
Hereinafter referred to as the "Company" of the First Part

AND

**LOCAL UNION 1620 INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS,**
Hereinafter referred to as the "Union" of the Second Part

WITNESSETH **THAT THE PARTIES HERETO DO COVENANT AND AGREE AS
FOLLOWS:**

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 - PURPOSE OF AGREEMENT

It is the intent and **purpose** of the Parties to establish, as herein set forth, their full Agreement covering **wages**, hours of work and other working conditions and to provide a procedure for the prompt and equitable adjustment of **grievances** so as to prevent interruptions **of** work and to promote an efficient operation. The Parties hereto recognize that they are jointly engaged in providing an essential and vital service to the public and that there is *an* obligation on **each Party** for the continuous performance and availability of such service.

ARTICLE 2 - RECOGNITION

2.01 - RECOGNITION

The Company recognizes the Union **as** the sole and exclusive bargaining agent for its Employees who are in the Bargaining Unit as **set** forth in the Certification Order issued **by** the Newfoundland Labour Relations Board on the 23rd of **October 1990** as amended from time to time and **covers** all classifications in Schedule "A" attached hereto - **as** amended from time to time by either the Board or **the Parties** - which Schedule **and** amendments form **part of the** Agreement.

2.02 - DEFINITION OF EMPLOYEE

- (a) Employee means **any** Employee of the Company for whom the Union is **the recognized** bargaining agent,
- (b) Regular Employee means an Employee who is employed by the Company for an indefinite period on a **full-time** basis.
- (c) **Temporary** Employee means an Employee who is employed on a full-time or part-time basis, in **casual or** seasonal work, or for the duration of the **work** assignment.
- (d) Student is a casual Employee who **is** hired for a specific period of time not to exceed **five** months and upon completion returns to continue studying.

2.03 - INTERPRETATION

For the purposes of this Agreement, **any reference** to the **masculine** gender shall be deemed to include the feminine and **vice versa**, and the plural shall be deemed to indicate the singular and vice versa, as the context may **require**.

ARTICLE 3 - RESPONSIBILITIES OF THE PARTIES

3.01 - AGREEMENT TO BE OBSERVED

The Union, its officers and representatives at all levels, **and** all Employees **are** bound to observe the provisions of this **Agreement**. The Company, **its** officials and representatives at all levels, are bound to observe the provisions of this **Agreement**.

3.02 - No WORK STOPPAGES

During the Term of this **Agreement** the Union shall not call upon or authorize Employees individually **or** collectively to, nor shall **any Employee cease**, slow down, or **abstain from** the **performing** of their **duties** for the Company, and the Company shall not **cause any** lockout.

3.03 - TECHNOLOGICAL CHANGE

When it is necessary to **reduce** the number of Regular Employees because of automation and/or technological **or** organizational change, every reasonable effort will **be** made to accomplish the reduction through attrition **or** reassignment **of** the Regular Employee **affected**. The Company shall **give** the Union at **least three (3)** months **advance written notice of the changes**.

3.04 - BARGAINING UNIT WORK

The Company recognizes **and respects the work of** the Bargaining Unit. Managerial Employees shall not normally perform work regularly performed by Employees **except** in the following circumstances:

- a) For **leaves of absence** in accordance with the Collective **Agreement** not to **exceed 5** days.
- b) For instructing and **training**.
- c) For **efficient** operation during breaks, lunch hours and office meetings.

- d) **In** case of emergencies affecting the safety of the public or persons employed by **the** Company, and imminent damage to equipment.
- e) **In** cases where predetermined need is identified and documented to reflect working arrangements within this Bargaining Unit.

Managerial Employees shall not **be** permitted, **except in the case of emergencies** to perform regular production work of the Employees in the Bargaining Unit on overtime.

3.05 - CONTRACTING OUT PROVISION

Regular Employees will not be laid off because of **work** shortages resulting from contracting out,

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 - MANAGEMENT RIGHTS

The Union **recognizes** that the Company has the sole authority to **manage** its **affairs**, to **make** and **alter** from time to time rules **and** regulations to **be observed** by Employees, to direct its working **forces** including the right to hire, **classify**, promote, demote (but not as a disciplinary measure), **transfer**, lay-off, discipline and discharge **any** Employee for **just cause**, and to increase or decrease **the working** force of the Company, and to **re-organize any** department or section thereof from time to time **as** circumstances **and** necessity may require. **In the exercise of the** foregoing management **rights**, the Company shall be subject to, and this **Clause** will **not** abrogate, the provisions of the Agreement.

ARTICLE 5 - UNION SECURITY AND CHECK OFF

5.01 - UNION MEMBERSHIP

Membership in the Union shall be a condition of employment for every Employee. Every new Employee shall immediately apply for membership in the Union, The Company **agrees to give** the Employee the Union membership application forms provided to the Company by the Union,

5.02 - DEDUCTION OF FEES

The Company shall **deduct** from each Employee an amount equivalent to the Initiation Fee and monthly Union Dues **and other levies and assessments except fines** and shall forward such funds **to** the Financial Secretary of the Union not later than ten (10) working days in the month following such deductions accompanied by **a** list of the **Employees** on behalf of whom **such deductions were** made. The **list** shall include name, address, classification and reporting **headquarters** and shall be **as** shown **by the** records of the Company.

ARTICLE 6 - UNION REPRESENTATIVES AND COMMITTEES

6.01 - COMMITTEES AND MEETINGS

The Company **agrees to meet** and deal with the following committees and the Union shall **keep the** Company informed, at **all** times, as to the names of its **Officers**, Negotiating Committee

Members, Labour Management Committee (2 **appointed** by the Union from this Bargaining Unit), Shop **Stewards**, Apprenticeship Advisory Committee, committees and representatives **required under** the Occupational Health and Safety Act, other joint management and union committees **and any other persons** who **are** authorized representatives of the Union **for the purposes** of negotiations and discussions with the Company in matters which **are** appropriate under provisions of this **Agreement**. The Union may also have the services of a person designated by the Union when dealing with grievances, or servicing this contract, The Labour Management Committee shall meet once a month unless otherwise mutually agreed **by** the Union and the Company.

6.02 - COMPENSATION WHILE ON JOINT COMMITTEE WORK

The Company agrees that Employees who are members of the **above** committees shall suffer no **loss of pay** while **engaged in any** Company-Union joint consultative committee work, **and** if travelling with the mutual **consent** of the Company and the Union, the Company will reimburse them for reasonable travelling and living expenses incurred when away from their designated headquarters, Members of **the** joint committee shall be allowed reasonable **time** during working hours when they are required to attend to business arising out of joint committee work, it being understood that in all cases members of the Committee requiring time off from regular work must obtain approval from their immediate **supervisor**.

6.03 - STEWARDS

Shop Stewards, appointed by the Union Business Manager in **writing** to the Company, shall be allowed time to perform their **duties** in servicing this Agreement: without discrimination and without loss of **pay**, it **being** understood that in all cases **Shop Stewards requiring** time away from regular duties shall obtain prior approval from their immediate supervisor. Such approval **shall be given** by the supervisor **subject to** the **exigencies** of the **operation**. In the event of a layoff, **the** Company shall notify the Union immediately before any **Shop Steward** is terminated.

6.04 - PRE-NEGOTIATING COMMITTEE

The Company agrees to **give** the Employees on the Negotiating Committee (not to **exceed 5 Employees**) 5 working days without **pay to** prepare for upcoming negotiations.

6.05 - ACCESS TO COMPANY PROPERTY

The Union Representative shall **have access** to **the** Company property in performance of their duties in servicing **this** Agreement, providing **they have** made prior arrangements with the Employee Relations Section.

During working hours or on Company premises, **the** Union, its members, or **its** agents shall **not persuade or** attempt to persuade, **persons employed by the Company to** join the Union, and **shall not** conduct Union activities, **except as herein** provided.

6.06 - DOCUMENTS AND CORRESPONDENCE TO UNION

The Company shall provide the Union **the** following information pertaining to Employees:

- (a) A list of all Regular Employees showing their names, addresses, and **Service** and Bargaining Unit Seniority as at the **thirty-first day** of May of that year.
- (b) A list of all Temporary Employees showing their names, addresses, **and** accumulated service by **area** and location as at the **last day of each month by the 10th working day of the month following**.
- (c) A copy of all job postings, **job** appointments, promotions, demotions, and transfers as soon as they are posted.
- (d) Names of Employees hired, discharged, retired, deceased or who have resigned.
- (e) A copy of any suspensions or written **warnings** given to **Employees**.
- (f) Reasonable notification of **any** courses, seminars, **workshops** or educational programs to be given by or through the Company pertinent to Employees of the Bargaining Unit.
- (g) **On a monthly basis, a list containing the names of Bargaining Unit Employees on temporary assignment into management giving the effective date.**
- (h) **On a monthly basis, a list containing the names of Bargaining Unit Employees upon their return to the Bargaining Unit from temporary assignment in management, including the effective return date.**
- (i) **The names and positions of Employees participating in a Return to Work program including the start and estimated duration of any accommodation that is outside the Collective Agreement and/or the Bargaining Unit. (may also require an LOU)**

6.07 - BULLETIN BOARDS

The Company shall locate bulletin boards where they shall be readily accessible to Employees and **agrees** to permit the Union to post on such boards **as well as a specified location on the Company's intranet**, only notices concerning elections, **meetings, reports**, and other official Union Business or notices of recreational and **social** activities, **Such** notices must **have an** expiry date **so** that the Employee assigned the responsibility of maintaining up-to-date and orderly bulletin boards may remove same at the **appropriate** time, **These bulletin boards, with the exception of access to the Company's intranet, shall be available to Employees working from all Company sites, including Temporary Headquarters and "AWL"**.

6.08 - INTRODUCTION TO SHOP STEWARD

When a new Employee is hired, the Company will advise the Employee that there is a **Labour** Agreement in effect and introduce **the Employee** to **the** local Union Representative and/or Shop Steward.

The Company shall also provide the Shop Steward an opportunity to meet with the new Employee, to familiarize the Employee with the Labour Agreement **and present** them with **the** Local Union's orientation information materials and welcome them to the Union.

The meeting **would normally be** completed within **one** half (1/2) hour.

6.09 - EMPLOYEES' PERSONNEL FILE

The Company shall not maintain more than one Personnel File for each Employee. Employees shall have the right to **view** and **obtain** a **copy of** their Personnel File by making arrangements directly with their supervisor. Where it is demonstrated that **the** information contained in a file is incorrect, the **appropriate** correction shall **be** made, The Company shall execute **the request** within ten **(10)** calendar days.

6.10 - DISCIPLINARY RECORDS

Discipline shall be for just cause. Where disciplinary action is to **be** administered to an Employee by a supervisor, the Employee may **request** that a **Shop** Steward be present. The Company will provide the Employee with advance notification where reasonably possible. Where disciplinary action is taken, the Company shall **place** a record of such action in **the** Employee's Personnel File **and** give a **copy** to the Employee, The Employee shall sign the **record** to indicate receipt of the copy, **If** the Employee so **wishes, they** may **respond** to the record and such response will be attached to **the record** and **placed** in the Employee's Personnel **File**.

After twenty-four (24) months, the Company shall remove the disciplinary record **from** the Employee's Personnel File and shall not refer *to* it or **use** it **against** the **Employee**. The disciplinary record removed from the file will be returned to **the** Employee **within thirty (30) days of its removal**.

ARTICLE 7 - SAFETY

7.01 - SAFETY POLICY

The Company and the Union consider safety to be of paramount importance and agree to **the** following policy and objectives:

To **completely** integrate **Safety** with all operations. To **see** that **Employees are** at **all** times kept familiar with the general and special practices for the **safe** conduct of their **work**.

To recognize and support the **efforts** of the Occupational Health and **Safety** Committees as established under the Occupational Health and Safety Regulations. **These** committees shall **be** comprised of Union and management appointees with co-chairs. They shall be mandated to **carry** out the duties and responsibilities as prescribed by legislation,

To **see** that the safety **rules, as prescribed** from time to time in the Company **Health and Safety Standards Manual** or by **a** law, shall **be** strictly adhered to.

The tools and safety equipment supplied by **the** Company shall be **properly** used and taken **care of** at all times by the Employees to whom they are issued.

7.02 - EMPLOYEE REQUIRING ASSISTANCE

Employees will not be required **to** undertake work which they consider unsafe or where **by safety** regulations additional help is required, It shall be their duty in these **cases** to immediately notify their supervisor or their headquarters. If this is impossible, **they** shall summon such help as is required **to** undertake the **work** safely.

7.03 - VIDEO DISPLAY TERMINALS

A video display **terminal (VDT) user is an** Employee whose use of video display **terminals** is a mandatory **requirement** for a minimum of one (1) hour **per** day for the completion of their job duties. **At the request of the Employee, VDTs shall be equipped with “Stretchware™” or a similar software program that is designed to help relieve eyestrain and encourage Employees to perform ergonomic exercises,**

For video display terminal users, the Company shall take every reasonable step to:

- (1) Ensure that new video display terminals meet ergonomic standards.
- (2) **Minimize** lighting glare.
- (3) Test video **display** terminals for emissions **based on requests from Employees.** Results of such inspections shall be made available to the Union.

For Regular Employees who are **video** display terminal users, the Company shall:

- (1) Pay for **annual eye** examinations if not covered **under** existing benefit package,
- (2) For Employees who **experience a change in** prescription due to the **annual eye** examination, cover **the** cost of glasses or contact lenses not covered under the existing benefit to the maximum covered under Clause 17.01.

Notwithstanding the above, all Temporary **Employees, except** those employed as a student, shall **after** the completion of **twelve (12)** months continuous employment on a **part time or full time** basis **with no subsequent interruption of service** with the Company be entitled to **all of the** rights and privileges granted to Regular **Employees** under this Clause.

7.04 - PROTECTIVE EQUIPMENT

The Company will supply the necessary **safety** and protective equipment required to ensure that all work may be **carried out safely in accordance** with the rules contained in the **Health and Safety Standards Manual** or any law **of the** Province.

7.05 - EARLY AND SAFE RETURN TO WORK

For the purposes of this Clause an injured or disabled Employee shall be referred to as a disabled worker or Employee.

The Company, the Union and all Employees shall abide by their duties and obligations outlined in the Workplace Health, Safety and Compensation Act and the Human Rights Code. All parties shall cooperate in the early and safe return to work of disabled Employees.

As per the duties and obligations outlined above, the Company shall provide suitable employment that is available and consistent with the Employee's functional abilities and that, wherever possible, restores the worker's predisability earnings. This may involve the Employee's pre-disability position with or without modification, a comparable position with or without modification, or a collection of duties that the Employee can perform based upon the Employee's functional abilities. These guidelines may involve accommodation outside the Collective Agreement but only after all reasonable options within the confines of the Collective Agreement have been explored.

ARTICLE 8 - TRAINING

8.01 - TRAINING PROGRAMMES - CLERICAL

The Company and the **Union** recognize the need for development of educational and training **programmes as may be** required to meet the challenge of a constantly changing work environment and to promote maximum development of manpower programmes.

- a) It is recognized that mutual benefits would accrue by participating in Labour Relations Training and, where practical, the parties **agree** to co-operate in this training.
- b) The Company shall **provide** training, where reasonable, in order to broaden the knowledge and skills of Employees.
- c) Upon supervisory approval, the Company shall assist Employees who attend training programmes at approved institutions off the premises outside their normal **working** hours, when such training **relates** to overall career development. Such assistance shall include reimbursement for tuition fees and compulsory textbooks upon **successful** completion of the training programme. Should such assistance **be** denied, the Employee may request a review by the Employee Development Section.
- d) Training which is considered by the Company to **be** essential for satisfactory job performance shall be mandatory and shall be considered as time worked. Employees attending training outside their operating area **and** delivered on a normal working day shall be paid a normal **day's** pay. Employees attending training within their operating area and delivered on a normal working **day** shall report to their supervisor if training **is** completed before the **expiration** of the normal workday. When travel to or from the place of training is **necessary**, it shall be done during normal working hours **where** practical. When travel to **or** from mandatory training is necessary on days of rest, Employees shall be paid at normal straight time rates for the actual travel time required to a maximum of eight (8) hours in any calendar day. If such travel **is** required outside normal **working** hours **on** regular workdays, straight time rates shall apply to a maximum of eight (8) hours.
- e) Notwithstanding the provisions outlined in (d), when an Employee travels a vehicle that is required for use in mandatory training any travel time outside normal **working** hours or on a day of rest shall be paid at the overtime rates.

8.02 - LABOUR RELATIONS FUND

The Company will **make** available in each calendar year a maximum of **\$10,000.00** for labour relations education **and** training for this Bargaining Unit's membership.

The Company shall commit **part or** all of these funds **towards** specific programmes **only** upon written request **from** the Business Manager to the appropriate Company official.

Actual disbursements of the funds shall be made only when Union requests are substantiated by invoices.

8.03 - REGULAR EMPLOYEE COMMENCING APPRENTICESHIP PROGRAM

A Regular Employee who is accepted for an apprenticeship program shall continue to be classified as a Regular **Employee** and the Regular Employee's current salary shall be continued until the **rate** of the **apprentice** position **equals** or **exceeds** the frozen rate, when subsequent negotiated increases shall **apply**.

Upon completion of the apprenticeship, the Regular Employee will be **placed** as a Journey person in their respective trade.

ARTICLE 9 - HOURS OF WORK

9.01 = INTENT OF CLAUSE

This clause provides **the basis** for the calculation of any **payment** for hours of **work** and shall not be read or construed as a guarantee of hours of **work per day** or **week**, or a **guarantee** of days of **work per week**.

9.02 - NON-SHIFT EMPLOYEES

Except as otherwise expressly provided in this Agreement, **the** normal hours of work shall **be** as follows:

(a) Regular Hours - Regular Employees

Except during the summer **period**, the normal hours shall be 8:30 a.m. to 5:00 p.m., Monday to Friday, with a one-hour lunch break from 1:00 p.m. to 2:00 p.m. However, **Regular Employees, with the approval of their Supervisor, may elect to work** optional hours from **8:00 a.m. to 4:00 p.m., 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m. with** a one-half hour lunch break **scheduled between 12 noon and 2:00 p.m. provided:**

- (1) There shall be, in **the** opinion of the Company, sufficient number of Employees on duty up **to 5:00 p.m.** to provide proper and adequate service to the public;
- (2) The Employee **is not engaged** on field construction projects;
- (3) The election is to be for a period(s) of not **less** than four **(4)** consecutive **weeks**;
- (4)** The Employee shall give at **least** two (2) **weeks** prior notice to the Company.

Where requirement (1) cannot **be** met for any or all Regular **Employees** requesting the option, the option shall be made available on a rotating basis.

Where the Company has granted the option and later determines that requirement (1) cannot be met, it can cancel the option on two (2) weeks notice to the Employee.

(b) Summer Hours - Regular Employees

For **the** period between mid June (school closing) to Labour **Day** the normal hours of work shall **be** 8:00 a.m. to 4:00 p.m., Monday to Friday, with a **one-half hour** lunch break **scheduled between 12:00 noon to 2:00 p.m.** Optional hours of **work** are not applicable during the period in which summer hours are in effect, **Where** the regular hours are required to provide proper and adequate customer service, the Regular Hours

specified in (a) above, will **apply** throughout the summer for Cashier and **walk-in** customer **service** in the **Areal** Regional Offices, and Head Office reception,

(c) *Changes to Lunch Break - Regular Employees*

The lunch **break** times specified in this **clause** may **be varied** by the **Company** for as many **Employees** as, in the opinion of the **Company** are required to provide proper **and** adequate service to the public. The **varied** lunch break time must **be between** the hours of 11:30 a.m. and 2:00 p.m.

(d) *Normal Hours, 40-Hour Week*

For **Employees** in the following classifications, the normal hours of **work** shall be from 8:00 a.m. to 5:00 p.m., Monday to Friday, with **a** one hour lunch break from 1:00 p.m. to 2:00 p.m. or, **at** the election of **the** **Company** from 8:00 a.m. to 4:00 p.m. with a **one-half** hour paid lunch **period** from 12:00 noon to 12:30 p.m. at the **worksite**.

- Operations Clerk
- Meter Inspector
- Surveyor's Assistant
- Messenger
- System Control Dispatcher

9.03 - SHIFT EMPLOYEES - COMPUTER OPERATORS

The hours of **work** for shift **Employees** shall **average** forty (40) hours **per** week over a cycle of shifts, This shall be achieved **by** working shifts ranging from eight (8) hours, ten (10) hours and **twelve** (12) hours in accordance with the shift schedule. The starting and quitting time and days of rest for shift **Employees** shall be made in accordance with a shift schedule **to** be posted ten (10) days before the **effective starting** date. **If** notice is not **given**, the **Company** shall **pay the** **Employees** involved the applicable overtime rate for all hours worked the first two (2) shifts of **the** shift schedule **except** that **where** an **Employee** is required to start **a** shift on Friday **and** work Saturday and Sunday, then the **Company** shall pay that **Employee** the applicable overtime rate **for** the first three (3) shifts of the shift schedule. Subsequent shifts will **be** paid at straight time rate. Shifts shall **rotate or alternate** on a regular basis. When shift **Employees**, **at** the request of the **Company**, work two consecutive shifts they would **be paid the** applicable overtime rate. Shift **Employees** will not be required to **work** consecutive **twelve** (12) hour shifts **except** under **extreme** circumstances.

Should there be **any evidence** of **Employee** fatigue, deterioration of safety standards, reduction in the **present level** of efficiency **or increasing** operating costs, or **other** problems resulting from the shift schedule and the **problem** cannot **be** resolved through the **Labour** Management Committee then the **Company** may modify **the** shift schedule upon one (1) month's written notice to the **Union**. No overtime costs will be incurred as a result of **a** changeover to or from the shift.

For calculation of vacation credits, utilization of vacation credits, calculation and administration of the Short Term **Salary** Continuance Plan, and calculation and administration of the Insurance and Benefits Plans time would **be** calculated on an **hour** for hour basis.

Computer Operators will be provided a one-half (1/2) hour paid lunch on all shifts.

9.04 - CONTACT CENTRE HOURS OF OPERATION

For Employees in the **Contact** Centre of the Customer Service Department **and for Area Customer Representatives during the time they are assigned as remote agents for the Contact Centre**, the hours of operation shall be from 8:00 a.m. to 8:00 p.m., Monday to Friday with the following conditions:

- a) Employees assigned alternate hours of **work** shall not have their hours split during any working day. Their hours will be continuous.
- b) Regular Employees **in the classification of Customer Account Representative** will be **given** preference in selection of their **preferred** work **schedule** based on Bargaining Unit Seniority. In cases where Bargaining Unit Seniority is equal, Service **Seniority** shall **govern**. **Regular Employees in the classification of Area Customer Representative will then be given preference in selection of their preferred work schedule from the remaining available shifts based on Bargaining Unit Seniority. In cases where Bargaining Unit Seniority is equal, Service Seniority shall govern. Temporary Employees will then be given preference in selection of their preferred work schedules from the remaining available shifts based on the Preference listing.**
- c) Once the Regular Employee has **selected** their hours of work and the **hours** have been established, if the Company requires a Regular **Employee** to change their hours of **work**, **the** Company will offer the Regular Employee **the work** schedule of their choice occupied by Employees in that classification with **less** Bargaining Unit Seniority.
- d) It is agreed and accepted that the **preferred** alternate hours of work **established** by the Employee **as per** the above process, shall **be** the hours of work for **the** Employee. An Employee working in **excess** of seven and one-half (7.5) hours **per** day shall be **paid** in accordance with Article 10 - Overtime.
- e) If the Regular Employee wants to change their preferred **work** schedule, the Company will accommodate **the** request when that **work** schedule is available.
- f) A differential of **\$1.20 per hour** shall apply for hours worked between 16:00 hours and 20:00 hours. The differential shall not **apply** to hours **worked** for which overtime **rates** apply.

9.05 - REST BREAKS

Employees shall **be** permitted a **fifteen** (15) minute rest **break** during **each** ½ day or ½ shift as **scheduled** by their supervisors. Rest breaks shall be **taken** after the first hour **and** before **the last** hour of **each** half shift.

9.06 - SHIFT EMPLOYEES

The Company may require the establishment of **shifts** for peak **work** requirements or customer service needs. For **Regular** Employees, the starting and quitting **time** **and** days of rest for shift shall be made in accordance with a shift schedule to **be** posted ten (10) days before **the** effective starting date.

Non-shift Regular Employees will be given ten **days** written notice when required by the Company to **work** shift schedules. If notice is not given, the Company shall **pay** the Regular

Employee involved the applicable overtime rate for all hours **worked** for the **first** two (2) shifts of *the* shift schedule. Subsequent shifts **will be paid** at straight time rate, For Regular Employees, a shift cycle shall not **be less than two weeks** or ten (10) working **days, and** average thirty-seven and one half hours **per week over** a cycle of shifts, Monday to Friday. **An Employee working in excess of seven** and one half hours **per day shall be paid** in accordance with **Article 10 - Overtime**. Temporary Employees may be assigned shifts without advance notice.

Regular Employees will be given preference in the selection of **their** preferred shift **based on** Bargaining Unit Seniority. In **cases** where Bargaining Unit Seniority is equal, service seniority shall govern.

For calculation of vacation credits, utilization of vacation credits, calculation and administration of the Short Term Salary Continuance Plan, and calculation and administration of the Insurance and **Benefits** Plans time would be calculated on an hour for hour basis.

9.07 - SHIFT DIFFERENTIAL

Employees working shifts shall **receive** a shift differential as follows:

Effective Date	<u>Date of Signing</u>	<u>2005/01/01</u>	<u>2006/01/01</u>
	\$1.20	\$1.30	\$1.40

The shift differential will only **apply between** the hours of 16:00 hours **and** 08:00 hours. The shift differential shall not apply to hours worked for which **overtime** rates **apply**.

As part of the orientation of a new **Computer** Operator, the incumbent Operator will **receive** seven percent (7%) in addition to **their** base **pay** when **overseeing** the orientation.

9.08 - RELIEF SHIFT - INFORMATION SERVICES DEPARTMENT

The Senior Computer Operator in the Information Services Department shall be designated as a **Relief Shift Employee**. The Relief Shift Employee is employed primarily for the purpose of **relieving** other Employees during annual vacation and other approved leaves of absence. The hours of work shall average forty-hours (40) per week over a cycle of shifts,

The Relief Shift Employee shall be paid at the applicable overtime rate for all hours exceeding forty-hours (40) and not pertaining to relief work. When the Relief Shift Employee performs relief work, for the hours worked exceeding forty-hours (40), they will take time off in lieu of pay or be paid at the applicable overtime rate if time off cannot be accommodated over the cycle of shifts.

When Relief Shift Employees are affected by a shift change, they will be given a **minimum of two (2) hours** notice. Failure to give such notice will result in overtime payment for all hours worked on the first shift so changed.

When assigned to relief work, days of rest for Relief Shift Employees may be altered or rearranged so as to coincide with the particular relief position involved, **If as a result of such alterations or rearrangements Relief Shift Employees receive more days of rest than they are entitled to receive, they may be required as arranged by their supervisor to make up the equivalent time by working on their subsequent day or days of rest.**

The Relief Shift Employee shall be paid fifty dollars (**\$50.00**) per week over and above their regular pay, effective date of signing.

9.09 - ALTERNATE HOURS AT REQUEST OF EMPLOYEE

Subject to the approval of the Company and the Union, an Employee may request that the eight or ten hours in a day be varied to any eight or ten hour period between the hours of 6:00 a.m. and 8:00 p.m.

In addition, either the Employee or the Company may request that an Employee work from their home. It is further agreed and understood that while either party may request, the other party is under no obligation to comply.

Subject to the approval of the Company, a Regular Employee may request to work less than the normal hours in a day. If such request is granted the Regular Employee will accumulate benefits on a prorated basis,

ARTICLE 10 - OVERTIME

10.01 - OVERTIME RATE

An Employee required to work outside of the working hours as defined in Article 9 will receive compensation for the hours worked at double the hourly wage rate applicable to their classification.

An Employee required to work on a paid holiday as listed in Article 15 or a day granted in lieu thereof, shall in addition to the normal pay, be entitled to double the hourly wage rate applicable to their classification for the hours worked in the paid holiday or day granted in lieu thereof.

To be recognized under the agreement, overtime must be authorized by the Employee's supervisor.

10.02 - BANKING OF OVERTIME

An Employee may elect, in writing to the Company, in lieu of pay, to bank overtime. One (1) hour of overtime worked at double time will be banked as two (2) hours.

With reasonable notice by the Employee, and prior approval of the Supervisor, banked time may be taken in periods of not less than one working day. Approval will be subject to work requirements and the provision that it does not interfere with vacation schedules.

Notwithstanding the above, at the discretion of the Supervisor, banked time may be utilized in part days.

The utilization of banked overtime will be limited to one hundred and fifty (150) hours in any calendar year (160 hours for Employees working a 40 hour week) except upon retirement, emergency leave or leave mutually agreed upon between the Employee and Company. In the case of retirement, at which time all remaining banked overtime may be taken as time off immediately prior to retirement.

An Employee may elect, on written notice to their Supervisor to receive pay for part or all overtime hours previously banked. Any hours banked shall be paid to the Employee at the rate at which the hours were banked. Banked overtime shall be paid out on a first in, first out basis subject to the following grandfathering provision:

Any hours accumulated in an Employee's unpaid banked overtime account at the date of contract signing shall be valued at the Employee's rate of pay on September 30, 2003.

Future overtime shall be valued on the Employee's current rate of pay. Negotiated increases shall not apply to banked overtime but time off taken in lieu of overtime worked shall be on an hour for hour basis, If an Employee is to withdraw time from the overtime bank, it shall be done on a first in, first out basis.

The Company also agrees to **make** available a monthly overtime report stating banked overtime for the pay period both used and unused. The Company also agrees to indicate on **each** Employee's **pay** stub banked overtime used for **the** current pay period, **overtime banked during the current pay period** and total remaining banked hours.

10.03 - BASIS OF OVERTIME

Vacations, paid holidays and **approved sick leave and other approved leaves of absence with pay** shall be considered as time **worked** for the purpose of computing overtime.

10.04 - MINIMUM OVERTIME

Employees who are required **by** the Company to continue **work** beyond their normal shift, shall be paid not **less** than one-half (1/2) hour **at the** overtime rate, otherwise overtime shall be rounded **up** to the **nearest** quarter-hour,

Employees who **are** required by the Company **to report** for work within one (1) hour prior to the start of their normal shift shall be paid not less **than** one (1) hour at the overtime rate.

Except as provided above, Employees who **are required by the Company** to report for **work** after they have completed their normal days **work** and left their place of employment, will receive not less than **two** (2) hours **pay** at the overtime rate.

10.05 - EQUAL DISTRIBUTION

All Employees shall accept overtime in order to distribute overtime equally. Overtime will **be** distributed as equitably as possible based on twelve (12) **month revolving year to date** figures among all qualified **Employees within an area or department** and shall be **selected** from **a list of Employees in the Department where the overtime occurs and then from the area in which the overtime occurs.** All new Employees and all Temporary Employees shall be placed at the bottom of the list that is used for determining overtime. Employees returning from **WHSCC, LTD, other long term leaves of absence or layoff shall be placed on the roster in the same position that they occupied when they left active employment.** Employees performing a particular job during the regular hours will **be given** preference of continuing that job into overtime hours. **Employees temporarily reassigned from the department will be excluded from the call in list, for that department, for the period of time that they are reassigned,**

Where Employees **feel** they **have** been **assigned** abnormal amounts of overtime, they **are** encouraged to discuss the matter with their shop steward **and/or** supervisor. The Company shall make available on a **monthly basis** a list of Employees showing actual overtime hours worked in the applicable area. Outages greater than 24 hours that result in **overtime** will not **be** a factor in this distribution.

10.06 - PERIOD OF REST

An Employee required to work overtime and reports to work between four (4) hours and eight (8) hours prior to the commencement of their regular shift, shall be paid at the overtime rate until the Employee is relieved for an eight (8) hour rest period. If the Employee's subsequent rest period is interrupted, they shall be paid at the overtime rate until they are relieved for an eight (8) hour rest period.

An Employee who works sixteen (16) continuous hours shall be entitled to an eight (8) hour rest period. No Employee shall be permitted to work beyond sixteen (16) continuous hours. The Employee shall notify their supervisor before sixteen (16) continuous hours have elapsed. Such notification shall provide the supervisor sufficient time to arrange replacement workers and time to arrange the return of the Employee to their headquarters or accommodations.

The Employee shall be paid at the straight time rate for any portion of their rest period that falls within the Employee's regular shift.

Following a period of rest, the Employee shall be paid at the straight time rate for the remaining portion of the regular shift and at the overtime rate for work continuing beyond the regular shift.

If, as a result of the above rest period falling within their regular shift, an Employee is required to report to work for one hour or less of their regular shift, then that Employee will be required to report for work only if the Company requires that Employee to work overtime after their regular shift. Otherwise, that Employee will not be required to report for their regular shift and will be paid the straight time rate for the one hour or less remaining in their regular shift.

This clause shall not apply to Employees working ten (10) or twelve (12) hour shifts,

10.07 - OVERTIME WHILE TRAVELING

An Employee shall be compensated at the overtime rate in respect of time spent, outside of normal working hours, actively traveling on Company business. An Employee shall not be compensated in respect of time spent during layovers outside normal hours of work.

For the purposes of this agreement the words "actively traveling" shall mean the process of being transported from one place to another regardless of the mode of transportation.

Notwithstanding the above no compensation will be paid to Employees for travel resulting out of Company-Union Joint consultative committee work other than what is provided for in Clause 6.02.

10.08 - OVERTIME ON CALLOUTS DURING UNPLANNED OUTAGES

An Employee who is called out to respond to an unplanned power outage and arrives at the workplace will be paid overtime starting from the time that they hang up the phone and prepare to respond. Overtime stops when they return to their residence (either normal or temporary), or when the callout continues into the Employee's normal hours of work as stated in Article 9. In the interest of responding to customers at the beginning of an unplanned power outage, Employees will be called based on their ability to respond within a reasonable time.

Under no circumstances will the Employee be paid in excess of 60 minutes for response time and time to travel to and from their residence,

Notwithstanding the above, a callout which meets the requirements of Clause 10.06 - Period of Rest shall be governed by Clause 10.06.

ARTICLE 11 - WAGES

11.01 - WAGES AS IN SCHEDULE B

Wages shall be paid to Employees in accordance with the classifications and rates set forth in Schedule "B" attached herewith and forming part of this Agreement.

ARTICLE 12 - STANDBY SERVICE

12.01 - STANDBY SERVICE

Employees shall perform standby duty when requested by their supervisor. Such Employees shall be qualified to perform the duties for which they are requested to standby. An Employee on standby shall be readily available for work. They shall remain within their headquarters area and be available by telephone or leave information as to where they can be reached quickly and make arrangements for forwarding any messages that may be received by telephone. If calls are received, they shall immediately report for work or take such action as may be necessary under the circumstances.

Standby duty shall be assigned on a weekly basis and shall be divided as equitably as possible, among all Employees who can effectively carry out standby duties. The schedule of standby duty shall be posted for the next month at least two weeks prior to the first of the month, where practical.

Employees scheduled for standby duty will be permitted to exchange standby time with other Employees on the same standby roster and the responsibility to find a replacement is theirs and they shall immediately notify their supervisor.

Employees assigned to standby duty shall receive standby pay as follows:

- (a) **The weekly standby rate shall be the hourly trade rate, as per the Craft Collective Agreement, multiplied by eight (8). Daily standby rates shall be computed by dividing the weekly standby rate by seven (7).**
- (b) **Employees who work seven (7) consecutive days on standby will be given the choice of compensation by pay as per (a) above or they will be given the choice of banking the equivalent of one (1) day in lieu thereof.**

These rates include payment for the use of the Employee's telephone. In addition they shall be paid at prevailing rates for time actually worked.

An Employee; who is required by the Company to reside away from their normal residence and is assigned standby duty, shall be compensated at one and one-half (1 ½) the regular standby rate.

The overtime rate for Employees, who are required by the Company to perform standby duties, shall be based on the Lead Hand rate for their classification for all overtime hours worked as a result of the standby duty. To be eligible for the Lead Hand rate the Employee must be on call and be responsible for a crew of two or more including him or her self.

ARTICLE 13 - INCLEMENT WEATHER

13.01 = REPORTING FOR AND LEAVING WORK DURING INCLEMENT WEATHER

Employees are **expected** to report for **work** during normal **working** hours or when otherwise required to **be at work**, irrespective of their **place** of residence,

However, it is **recognized** that it is not **always** possible for Employees to **report for work** due to extreme weather conditions. Such Employees may, upon reporting to **a** designated contact person of their inability to report for **work**, choose **one** of the following options:

1. Utilize banked overtime or vacation credits;
2. **Take leave with no pay.**

It is also recognized that despite their best efforts, some Employees may be unable to report **to work** on time due to extreme weather **conditions**. **In such cases** the Employee shall notify their supervisor or another person **designated** by the Company, if possible, of the difficulty and providing they have made **a** reasonable effort to arrive **as** close as **a possible** to their scheduled start time, the supervisor may **pay** them for the time not worked. Otherwise, based on the individual circumstances, an Employee may be required **to** offset the time between their arrival time and their scheduled start time with **either** banked overtime, vacation credits or time without pay.

If, because of severe storm conditions, a state of emergency is declared by a competent authority and Employees are unable to report for work as a result of restrictions **placed** on non-essential traffic using the streets and roadways, **they** will suffer no loss of **normal** straight time **pay** for the **period** for which they are unable to report for work or for the duration of the **emergency**, whichever is shorter. **In the** event that **a state** of emergency is declared by **a** competent **authority and** the Company requires Employees **to** work, then **the** Company shall provide transportation to and from the workplace **as long as** the Employee lives within **40 kilometres of the workplace**.

In the event of severe storm conditions developing during normal working hours, an Employee, with the approval of the supervisor, may **be permitted to leave work** early. Employees released early will not be paid for time not **worked** but may **utilize** banked overtime or vacation credits to **offset** the lost **pay**.

It is **recognized** that the nature of the Company's business requires certain Employees to be on duty during any severe storms whether or not a *state* of emergency is declared.

If Company offices are closed as a result of severe storm conditions, departments that must remain open shall endeavour, based on service requirements and conditions at the time, to reduce staff levels and release **the** remaining Employees. Employees that are chosen for early release will be rotated from **a** schedule posted prior to the start of the winter season. This schedule will not be reset **each** season but will continue on from **the last Employee** that **had an early** release the **prior** season. New **Employees in the area will be placed on the** bottom of the list. Employees that are chosen for early **release** based on this schedule shall suffer no loss **of** pay from the time of their release to **the** end of their normal shift for that day. Employees who were previously released from **duty at** their own request shall not be reimbursed for time taken **as** banked or vacation time **unless** they would have been released **as** a result of the rotating schedule. **If this is** the case, these Employees will be paid

from the time they would have been released as a result of the rotating schedule to the end of their normal shift for that day.

If Employees, who are required by the Company to remain at work after the Company offices are closed, are unable to return to their residence at the end of their shift due to severe weather or road conditions, the Company shall at the discretion of the Supervisor, either provide transportation for the Employee to their residence or shall provide accommodations and meals, providing that the Employee resides within 40 kilometres of the workplace.

ARTICLE 14 - NOTICE, TRAVEL TIME AND MEALS

14.01 - DEFINITIONS

For the purpose of Article 14 the following definitions shall apply:

- a) Normal Headquarters is the permanent office from which the Employee normally works.
- b) Temporary Headquarters is a permanent office to which the Employee is temporarily assigned.
- c) Assigned Work Location (AWL) is the location to which the Employee is temporarily assigned but is not the Normal Headquarters or the Temporary Headquarters.

Temporary Headquarters shall have toilet facilities, potable drinking water and a secure place to store and dry personal protective equipment and clothing.

14.02 – NORMAL HEADQUARTERS TO ASSIGNED WORKLOCATION (AWL)

Time spent in traveling between normal headquarters and AWL at the commencement and termination of each day's work will be paid for as time worked.

Time spent travelling between an Employee's normal residence and AWL at the commencement and termination of each day's work will be on the Employee's time if the Company provides a vehicle. This shall only apply when travel time from the normal residence to normal headquarters or AWL is approximately the same.

14.03 – KILOMETRE ALLOWANCE

An Employee using their own vehicle at the request of the Company shall be paid an allowance of (\$0.35) cents per kilometre effective date of signing.

14.04 – MEALS DURING OVERTIME

The Meal Allowance for meals during overtime shall be fifteen dollars (\$15.00) effective date of signing. Employees shall not be entitled to a Meal Allowance for those meals which they have received a Per Diem Allowance or Travel Allowance as per 14.07 and 14.08.

Meal Allowances shall be provided in the following manner:

- (1) An Employee who is required to work two (2) hours overtime immediately before or after a regular shift shall be entitled to a Meal Allowance. Should the overtime continue, a Meal Allowance shall be provided at the expiration of each successive

four (4) hour period thereafter. Employees working ten **(10)** hour days from Normal Headquarters **as per 9.02 must work four (4) hours** beyond their ten (10) hour day before they are entitled to another meal allowance.

- (2)** An Employee on Per Diem Allowance or Travel Allowance must work four **(4)** hours immediately after their shift before being entitled to a Meal Allowance. Should the overtime continue, a Meal Allowance shall be provided at the expiration of each successive four **(4)** hour period thereafter.
- (3)** An Employee who is called out to work overtime after they have completed their normal day's work and left their place of employment shall be entitled to a Meal Allowance **at the expiration of four (4) hours of such** overtime. However, if Employees are called back to work within two **(2)** hours after completing their normal day's work they shall be entitled to a meal allowance at the expiration of **two (2) hours** overtime. Should the overtime continue, a Meal Allowance shall be provided at **the** expiration of each successive four **(4)** hour period thereafter.
- (4)** During prolonged overtime, when an Employee is entitled to a Meal Allowance, the Company may **also provide a** meal (hot where practical). The supervisor must arrange paid eating time for the Employees.
- (5)** An Employee who is required to work scheduled overtime or on a statutory holiday shall receive a Meal Allowance at **the** expiration of each four **(4)** hour period.

14.05 - NOTICE OF PLANNED WORK ASSIGNMENTS

Employees **working on planned** work assignments which require them to be **away** from their normal residence overnight, shall receive two **(2) working days** notice for work assignments lasting one week or less and five **(5) working days notice** for work assignments lasting longer than one week. Employees not notified **as per the above shall be paid** at the applicable overtime rate for the first day of the work assignment,

Employees required to work on planned overtime will be advised **the** previous day and will receive not **less than twelve (12) hours** notice. This clause **does not cover emergency** situations or **pressing work that** arises on short notice as a result of **emergency** situations.

An Employee who has been asked to report for work for planned overtime and does report for **work will receive two (2) hours** double time pay if **there is no work**.

14.06 - ALTERNATIVE HOURS - TEMPORARY HEADQUARTERS/AWL

The Company shall decide the hours of **work to be observed** from a Temporary Headquarters/AWL. The hours of work for Employees required to work from a Temporary Headquarters/AWL shall be thirty seven and a half **(37½) hours** per week, Monday through Friday, to a maximum of ten **(10) hours** per day including their half hour unpaid lunch. This shall be accomplished by working three **(3) ten (10) hour** days and one nine and a half **(9½) hour day**.

It is understood that the opportunity to be assigned to Temporary Headquarters/AWL shall be rotated and shared equally among Employees in their area. Employees scheduled for Temporary Headquarters/AWL will be permitted **to** exchange with other Employees within

their classification, from their Normal Headquarters. The responsibility to find a replacement is theirs **and they** shall immediately notify their supervisor. Employees may request to opt **out of** a Temporary Headquarters/AWL assignment **of** ten (10) hour days in **cases** where there is **a** serious illness within their immediate family or where the assignment will create **severe** and immediate hardship to themselves or their immediate family. Immediate family **is defined as** spouse, common law spouse, child, stepchild, parent, stepparent, grandchild or child of **a** common law spouse,

Employees working ten (10) hour days from a Temporary **Headquarters/AWL** may **at their** option, return **to their Normal Headquarters** after four (4) **consecutive weeks**. **They will** not be assigned to another Temporary Headquarters/AWL working ten (10) hour days until it is their turn in the rotation.

Where Employees are assigned alternate hours, such hours shall apply for the duration of the **work** assignment. If **a** paid holiday falls within the workweek, the paid holiday shall be considered **as** the same number of hours **as** the assigned alternate hours for that week. If **a** statutory holiday falls outside the thirty seven and a half (**37%**) hour workweek when Employees are **working ten (10) hour days** including their half hour unpaid lunch, the Employee will receive an additional seven and **a half (7%)** hours pay at straight time rates.

Approved leaves shall be recorded **as** the number of hours **scheduled on the** day for which leave was approved. Vacation shall be recorded **as** one (1) workday.

14.07 – PER DIEM MEAL, ALLOWANCE & ACCOMMODATIONS

When an Employee works for a period of time from **a** Temporary **Headquarters/AWL** and **is required to** reside away from their normal residence, the Company shall pay for accommodations. Single accommodations will be provided if available at the Temporary **Headquarters/AWL**. **In** addition, the Employee shall be paid **a** Per Diem Meal Allowance on either a daily or weekly basis **as** per the table below. A weekly rate shall only apply when an Employee works four (**4**) ten (10) hour days (Monday through Thursday, or Tuesday through Friday) from **a** Temporary Headquarters/AWL and resides away from their normal residence for three (**3**) consecutive nights. A daily rate will only **apply** in those instances where an Employee **is required to reside away from their** normal residence for less than three (**3**) consecutive nights,

When an Employee receives the weekly rate and is required to reside away from **their** normal residence **for** an additional night between the end and commencement of the workweek, the Employee will be paid the daily rate for each additional night they reside away from **home**.

In the case where an Employee is **billeted** for **a** part day, the Employee shall be paid for the **incidentals** portion of the Per Diem Meal Allowance and in accordance with **the rates below**, for meals **specific to** the part **day**.

Per Diem Allowance	Date of Signing	1 Jan 2005	1 Jan 2006	1 Jan 2007
Breakfast	\$10.00	\$10.50	\$10.50	\$10.50
Lunch	14.00	14.00	14.50	14.50
Dinner	16.00	16.00	16.50	16.50
Incidentals	11.00	11.00	11.00	11.50
Total Per Diem DAILY	\$51.00	\$51.50	\$52.50	\$53.00
Total Per Diem WEEKLY	\$255.00	\$257.50	\$262.50	\$265.00

When opting for accommodations and per diem meal allowances as per above, Employees shall travel on their own time up to fifteen (15) minutes at the beginning and end of their workday between Temporary Headquarters/AWL and accommodations. Any additional travel time shall be part of their normal workday.

All Employees are responsible for providing their own noon or mid-shift meal. However, Employees whose duties require intermittent travel which may make it impractical on any given day to return to normal headquarters or their normal residence for the noon or mid-shift meal on that day, shall be paid the lunch portion only of the Per Diem Meal Allowance when substantiated by receipt and approved by the Supervisor.

Employees shall not be entitled to be reimbursed for meals for which they are eligible to receive the Per Diem Meal Allowance.

14.08 – TRAVEL ALLOWANCE

An Employee required to reside away from their normal residence may elect to receive a Travel Allowance in lieu of accommodations, per diems, telephone usage and all other expenses. The Travel Allowance shall be paid on either a daily or weekly basis. The Travel Allowance on a weekly basis is \$560.00 or \$112.00 daily. A weekly rate shall only apply when an Employee works four (4) ten (10) hour days (Monday through Thursday, or Tuesday through Friday) from a Temporary Headquarters or “AWL” and resides away from their normal residence for three (3) consecutive nights. A daily rate will only apply in those instances where an Employee is required to reside away from their normal residence for less than three (3) consecutive nights.

When an Employee receives the weekly rate and is required to reside away from their normal residence for an additional night between the end and commencement of the workweek, the Employee will be paid the daily rate for each additional night they reside away from home.

If an Employee is in accommodations for less than three (3) consecutive nights, the Employee shall receive the daily rate for each night and the appropriate Per Diem Meal Allowance for the day that the Employee returns to Normal Headquarters,

Employees who select this option shall travel from their accommodations to Temporary Headquarters or “AWL” on their own time.

This provision is not available to Employees who have elected the Commuting Option outlined in Clause 14.09.

14.09 – COMMUTING OPTION (TEMPORARY HEADQUARTERS) OR “AWL”

Commuting Option shall be available under the following two (2) conditions:

1. Employees, who are **required to work** from a Temporary Headquarters or “AWL“ and reside away from normal **residence**, may elect to receive in lieu of Per Diem Meal Allowance and accommodations or **Travel Allowance, a Commuting Allowance for each day worked,**
2. When Employees **are required to work** from a Temporary Headquarters or “AWL” where **they are not required to reside away** ~~from~~ normal residence **and are required to report** directly to the Temporary Headquarters at the designated starting time, **a Commuting Allowance will apply. The Commuting Allowance shall be paid on either a daily or weekly basis, A daily rate will only apply to those instances where an Employee has worked from a Temporary Headquarters or “AWL” for less than four (4) workdays.** If this option is availed of in conjunction with alternate hours – 14.06, an Employee shall not normally be required to **travel more than one hour and a half total travel time** in one day **when the Employee is working** a ten (10) hour day.

Employees who select either of these options shall do so for a minimum of one (1) week period or for the duration of the work assignment whichever is shorter and shall:

1. Report to the **Temporary Headquarters or “AWL” for work** from the appointed starting time **to the closing time.**
2. Travel **between** their normal **residence** and the Temporary Headquarters or “AWL” on their own time and at their **own expense.**
3. Provide their own **noonday or mid-shift meal.**

If any Employee does not report for work at the Temporary Headquarters or “AWL”, the Employee shall not be eligible for the Commuting Allowance for that day.

The Company reserves the right at its discretion to **temporarily suspend the Commuting Option** when road, weather or **other** conditions make **the Commuting Option impractical.**

Commuting Allowance shall be based on the one-way distance between Normal Headquarters and Temporary Headquarters or “AWL” and the daily rate/weekly rate shall be paid on the following scale:

Commuting Allowance	Date of Signing	1 Jan2005	1 Jan2006	1 Jan2007
Daily				
0-40 km		\$35.00	\$36.00	\$37.00
41-80 km		\$50.00	\$51.00	\$52.00
> 81 km		\$55.00	\$56.00	\$57.00
Weekly				
0-40 km		\$175.00	\$180.00	\$185.00
41-80 km		\$250.00	\$255.00	\$260.00
> 81 km		\$275.00	\$280.00	\$290.00

Employees shall submit an expense account at the end of each week for payment of **Commuting Allowance**.

Notwithstanding the provisions available in 14.09 (2) above, if Employees **are required** to work from a Temporary Headquarters **where they** are not required to reside away from normal residence **and are assigned ten (10) hour days as outlined** in Clause 14.06, the **Company shall** provide a vehicle **and travel** time in this case shall be included in the 10 hour day. **The Commuting Allowance** shall not **apply** in this case.

Employees **working** from Topsail Road, Kenmount Road or Duffy Place temporarily assigned to either of **these** locations **to meet staffing** and/or training requirements and perform their normal duties will not be **entitled** to the **Commuting option**, These Employees shall report to their **reassigned** headquarters at their normal starting time.

14.10 - TRAVEL

Commencement and End of Work Assignment

When an Employee is required to travel from their Normal Headquarters to work for a period of time from a Temporary Headquarters/AWL, the Employee shall be paid in accordance with this Agreement for the time involved in traveling between the Normal Headquarters and Temporary Headquarters/AWL at the commencement and end of the work assignment.

Where transportation to or from the Temporary Headquarters/AWL is by public conveyance, the Employee shall be paid a maximum of eight (8) hours straight time pay for any twenty-four (24) hour period.

Weekend Travel to and From Normal Headquarters

The Company shall pay reasonable travel expenses for an Employee for a return trip from their Temporary Headquarters/AWL to their Normal Headquarters every weekend. The Employee shall travel from the Temporary Headquarters/AWL to Normal Headquarters at the beginning and end of the workweek by either Company vehicle or taxi paid for by the Company, the mode of transportation to be at the supervisor's discretion.

Employees traveling from Temporary Headquarters/AWL to their Normal Headquarters on weekends shall be paid for all travel at straight time rates. Employees may be required to travel outside their normal workday to a maximum of two (2) hours each way. The time in excess of two (2) hours shall be part of their normal workday in accordance with the following table.

<i>In Kilometres</i>		<i>In Hours</i>
<i>From</i>	<i>To</i>	<i>Time each way</i>
0	50	0.5
51	100	1.0
101	150	1.5
151	200	2.0
201	250	2.5
251	300	3.0
301	350	3.5
351	400	4.0

Where travel from Temporary Headquarters/AWL to Normal Headquarters on weekends is by air, Employees shall be paid at straight time rates for the time between the end of their normal workday and their arrival home.

14.11 – SPECIAL WORK ASSIGNMENTS

The Company may designate a special work assignment from time to time as required by the unique nature and geography of the Company's operations.

Both the Union and Company agree that alternate arrangements may be required for such special work assignments which have not been expressly provided for under the collective agreement.

The Company will consult with the Union regarding hours of work, accommodations, notice and travel time when designating a special work assignment. Unless mutually agreed between the Company, the Union and the Regular Employees involved, the provisions of this agreement will not be modified or altered.

14.12 – EMERGENCY SITUATIONS

In emergency situations where an Employee is required to reside away from home, the Company may suspend all rights and privileges under Clause 14.08 and 14.09 and will provide accommodations and pay the Employees a Per Diem Meal Allowance in accordance with Clause 14.07. Single accommodations will be provided where available,

ARTICLE 15 - PAID HOLIDAYS

15.01 - PAID HOLIDAYS

Subject to Clause 15.02, the following are paid holidays under this Agreement:

<i>New Year's Day</i>	<i>Regatta Day</i>	<i>Good Friday</i>
<i>Labour Day</i>	<i>Victoria Day</i>	<i>Thanksgiving Day</i>
<i>Discovery Day</i>	<i>Remembrance Day</i>	<i>Dominion Day</i>
<i>Christmas Day</i>	<i>July 12th</i>	<i>Boxing Day</i>
<i>Christmas Eve</i>		

One (1) additional holiday **per calendar year for Regular** Employees. Temporary Employees who have **work** periods totaling one hundred thirty (130) working days and are hired in **excess of sixty-five (65) working days** for the existing **calendar year shall be entitled to one (1) additional holiday in that calendar year**. Scheduling of this holiday to be mutually agreed upon by the Company and the Employee; if not **taken**, then forfeited.

For those **areas** outside St. John's where Regatta Day is not celebrated, **the first Monday in August shall be observed as the paid holiday.**

In order to qualify for each of the above **paid holidays**, an **Employee must have worked or have been on approved leave on the working days immediately preceding and succeeding the day designated as a paid holiday**. **Temporary Employees who have made themselves unavailable on the working day immediately preceding or succeeding the day designated, as a paid holiday shall not be considered to be on approved leave.**

15.02 - OBSERVED DAY

When a holiday listed in Clause 15.01 falls on a **Saturday** or a Sunday, the working day immediately preceding or following the holiday shall **be** observed as the **paid holiday except** as provided in Clause 15.03.

15.03 - SHIFT EMPLOYEES - COMPUTER OPERATORS

Paid holidays for shift Employees shall be the calendar date for Christmas Day, Boxing Day, and New Year's Day, and shall be the observed day for all **other** paid holidays.

When a paid **holiday** falls on an Employee's assigned **day** of rest, **the** Employee shall **be** paid eight (8) hours at the regular rate,

ARTICLE 16 - VACATIONS

16.01 = VACATION YEAR

The vacation year shall be from January 1 to December 31 of each year.

For the **purpose** of this agreement vacation shall **be** deemed to commence at 00:00 hours of **the** first regular working day and end at 24:00 hours of the last regular working **day** of the vacation period. Vacation credits **shall** be utilized only for regular working **days falling** within **the** vacation period.

Notwithstanding the above, all Temporary Employees, except those **employed** as a student, shall **after** the completion of twelve (12) months continuous employment on a **part** time or full time basis with no **subsequent** interruption of service **with the** Company **be** entitled to all of the rights and **privileges** granted to Regular Employees under **Article** 16 of this Agreement.

16.02 - VACATION CREDITS

All **Regular** Employees shall **be** entitled to vacation credits based on **the** regular **working days** in **the** calendar **year** as follows: Vacation credit: = Regular **workdays** in the calendar **year** divided by vacation rate.

Less than 1 year	26.00	10 days
1 year, but less than 10 years	17.33	15 days
10 years, but less than 15 years	13.00	20 days
15 years , but less than 20 years	12.38	21 days
20 years, but less than 25 years	10.40	25 days
25 years	10.00	26 days
26 years	9.63	27 days
27 years	9.29	28 days
28 years	8.97	29 days
29 years or more	8.67	30 days

For purposes of calculating vacation credits, all approved leave with **pay** and maternity **leave up** to seventeen (17) **weeks** shall be considered **as** regular working days actually worked,

Where total accumulated **credits** amount to **a part** day, they will **be** rounded up **to** the nearest half-day.

A Regular **Employee** who **elects** to take vacation off season during January 1 to May 31 or from October 1 to November 30 and utilizes **a** minimum of 15 days shall **be** granted a **vacation** premium of three (3) additional days to **be taken** within the off season **vacation**.

16.03 - UTILIZATION OF VACATION CREDITS

Vacation credits shall normally be utilized in the vacation year and shall be subject to the following conditions:

- a) The dates of all vacations are subject to a request by the Regular Employee and **approval** of the supervisor.
- b) Vacation pay will not be **paid** for vacation *not* taken except **where** outlined in (d) or where the Regular Employee is **prevented** by the Company from **taking in excess of two weeks** vacation in the current vacation year,
- c) Upon request by the Regular Employee and approval in writing **by** the Department Manager an Employee may **carry over** a maximum of fifteen (15) vacation credits to **the next** vacation year. Vacation credits carried over must **be used** in the **next** vacation year or **be forfeited, but** may not be used to **extend** normal vacation periods scheduled between June 1st and **September 30th**.
- d) A Regular Employee may, upon **request** to their **supervisor, receive pay** for **unutilized** vacation subject **to** the following conditions:
 - i. **A minimum** of **fifteen** vacation credits must **be** utilized in **the** calendar year in which the request will apply;
 - ii. Any payment **request** must be for not **less** than five (5) vacation **credits**;
 - iii. Not greater than a total of fifteen (15) vacation credits for the current vacation year can **be** requested for payment in any **calendar** year. There is no limit on receiving **pay** for unutilized vacation from **previous years**.
 - iv. **Any** vacation **credits** not **utilized in (i) will** be forfeited.

Such requests shall **be** forwarded to Human **Resources**, The Company **reserves the** right to **suspend** payment for unutilized **vacation** subject to 3 month's notice.
- e) **Except as provided** above or otherwise approved by the Company due to **special** and/or unique circumstances, outstanding vacation credits at **the** end of the vacation year shall be forfeited.

16.04 - SCHEDULING OF VACATIONS

The dates of all vacations are subject to a request by the Regular Employee and to the approval of the appropriate official of the Company, which shall not be unreasonably withheld.

By not later than March 31st of each year all Regular Employees must notify their Department Head, in writing, of the preferred period for their full vacation entitlement, Within twenty (20) working days of this date the Department Head will prepare a vacation schedule indicating the vacation period for each Regular Employee in their department.

A Regular Employee who does not advise their Department Head of their preferred vacation period before March 31st shall forfeit their right of preference. However, this shall not preclude Regular Employees from exchanging vacation periods where mutually agreed between themselves and the Company. Other changes shall be granted at the Company's discretion.

16.05 - PAID HOLIDAY DURING VACATION

When a paid holiday occurs during a Regular Employee's vacation period, they shall receive an additional day's vacation in lieu of the holiday; or, if they so request at the time they submit their vacation schedule, they shall be given an additional day's pay in lieu of the holiday,

16.06 - CALLBACK FROM VACATION

If a Regular Employee is called back from their vacation to work during or outside their normal work hours, that Employee shall be entitled to receive:

- (a) For the first five (5) days of previously scheduled vacation, the applicable overtime rate of pay and re-scheduling of those five (5) days' vacation at a time mutually agreeable to the Employee and their supervisor; and**
- (b) For all days previously scheduled vacation actually worked subsequent to the first five (5) days of scheduled vacation the choice of either:
 - I. Pay at the applicable overtime rate; or**
 - II. Rescheduling of the vacation days missed at a time mutually agreeable to the Employee and their supervisor,****

In accordance with (a) and (b) ii above, rescheduled vacation time shall be equivalent to a normal workday for the Employee.

16.07 - TEMPORARY EMPLOYEE - VACATION PERIOD

Temporary Employees will earn vacation credits in accordance with the schedule specified in Clause 16.02 and based upon their total accumulated service, excepting that time worked prior to an interruption in employment of thirty-six (36) or more continuous months shall not be included in the accumulated service of the Temporary Employee. Vacation credits will be utilized as per Clause 16.03 or paid upon termination or at the option of the Employee, vacation credits will be paid on a current year basis and will be included in the pay cheque for each pay period.

16.08 - VACATION PAY ON TERMINATION

A Regular Employee whose employment is terminated shall be paid **any** unused vacation credits accumulated to the **date** of termination. **If an Employee is laid off more than 13 weeks in a 20-week consecutive period, the Company will pay to the Employee all outstanding vacation.**

16.09 - TRANSFER VACATION TO SICK LEAVE

If an **Employee is** admitted to hospital for medical services **or is incapacitated due to day surgery** during their vacation the Company **shall**, upon **receiving** medical **proof** from the Employee, allow the working days during which *the* Employee **was** admitted and otherwise incapacitated **and subsequent convalescence** to be charged to their sick leave benefit, and **allow the Employee to reschedule** their transferred vacation **credits** to a time mutually **acceptable** to the Company **and** the Employee.

Notwithstanding **the** above, upon **request** by an Employee, the Human **Resources** Department shall evaluate **any other** extended illness or injury; and upon receiving medical proof, **charge** such time, if approved, including the **period** of **convalescence**, to their **sick leave** benefits.

16.10 - BEREAVEMENT LEAVE DURING VACATION

Only **where** a Regular Employee's spouse, common-law spouse, brother, sister, **parent, grandparent, brother in law, sister in law, parent-in-law, step-parent,** child, step-child or common-law **spouse's** child dies during **the** Regular Employee's **scheduled** vacation shall the Regular **Employee be** entitled to **Bereavement Leave** under **Clause 20.01** in lieu of scheduled vacation.

Scheduled vacation so replaced by **Bereavement Leave** shall be rescheduled to a time **suitable** to both the Regular **Employee and** the **Company.**

ARTICLE 17 - INSURANCE AND BENEFIT PLANS

17.01 - INSURANCE BENEFITS FOR REGULAR EMPLOYEES

During **the** life of this agreement **and** subject to **Clause 17.03**, the Company **agrees** to continue, to eligible Employees, the benefits listed below:

(a) Group Life Insurance and Dependent Life Insurance -

Subject to the **terms** and conditions of the existing **policy** with the Great -West **Life Assurance Company** a copy of the terms of which is **held** by **each** Employee.

(b) Accidental Death and Dismemberment Insurance -

Subject to the **terms and** conditions of the existing policy with the Citadel Assurance Company a copy of the **terms of** which is held by each Employee.

(c) Medical, Travel and Hospital Benefit Plan -

Subject to **the terms** and conditions **of the** existing **policy** held by **the Great -West Life Assurance Company** a **copy** of the terms of which is held **by each** Employee.

(d) Long Term Disability Plan -

Subject to the terms and conditions of the existing policy with Great-West Life Assurance Company a copy of the terms of which is held by each Employee.

Notwithstanding the **above**, all Temporary **Employees**, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or **full** time basis with no subsequent interruption of service with the Company be entitled to **all** of the rights and privileges granted to Regular Employees under this **Clause**.

17.02 - INSURANCE BENEFITS FOR TEMPORARY EMPLOYEES

During the life of this **Agreement** and subject to Clause 17.03, the **Company** agrees to continue, to eligible Temporary Employees, the benefits listed below:

- {a) Group Life **Insurance and** Dependent Life Insurance - Subject to the terms **and** conditions of the policy with the Great-West Life Assurance Company, **a copy** of the terms of which is held by each Temporary Employee.
- {b) Accidental Death and Dismemberment Insurance - Subject to the terms and conditions of the existing policy with the Citadel **Assurance** Company **a copy** of the terms of which is held by each Temporary Employee.
- {c) Medical and Hospital Benefit Plan - Subject to the terms **and** conditions **of** the existing **policy held by** the Great-West Life Assurance Company a copy of the terms of which is held by each Temporary Employee.
- {d) Long Term Disability Plan - Subject to the terms **and** conditions of the **existing** policy with Great-West Life **Assurance** Company a copy of the terms of which **is held** by each Temporary Employee.

17.03 - COST OF POLICIES

The cost of the above policies shall be shared on a **50/50 basis** between the Employee **and the** Company. The Employee's share of **the** cost shall **be applied to cover** the Long Term Disability Income Continuance premium with the remainder, if any, applied to the other components of the Plan.

17.04 - INTERIM INSURANCE FOR NEW EMPLOYEES

During **the** life of this Agreement and subject to the terms **and** conditions of **the** existing policy with Citadel General **Assurance** Company, the Company will continue to **provide** at its **expense** Accidental Death and Dismemberment Insurance on an occupational basis only in the amount of Fifty Thousand Dollars (\$50,000.00) for each new Employee until the Employee is eligible for coverage under the Insurance and Benefit Plans outlined in **this** Article.

17.05 - PENSION BENEFITS AND GROUP RRSP

Pension:

Regular **Employees hired prior to the date of signing** shall be entitled to pension benefits in accordance with the **terms** of the Newfoundland Power Inc. Retirement Income Plan. **Regular Employees hired after date of signing are not eligible for membership in this plan.**

The Company agrees that **one** Regular Employee from this Bargaining Unit, selected by the Union, will be a member of the Pension Review Board. The **Committee** will meet annually no **later** than April 30th **except** where otherwise agreed.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under the Pension Benefits.

Group RRSP:

The Group RRSP will be **cost shared** by the Company and **the** Regular Employee on a 50/50 basis. The required contribution for each Regular Employee is one and one half percent (1.5%) of the annual straight time **earnings**. The Employer contribution shall be an amount **equal** to the contribution of **each** Regular Employee to a maximum of one and **one** half percent (1.5%) of the **Regular Employee's straight time** earnings.

The Company agrees that one **Regular** Employee from this Bargaining Unit, selected by the Union, will be a **member** of the Group RRSP Committee. The Committee will meet at least annually to discuss fund performance, investment options, member education and general administration.

Notwithstanding the above, all Temporary Employees, **except** those **employed** as a student, shall after the completion of **twelve** (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with **the** Company be entitled to all of the **rights and privileges** of the Group RRSP.

17.06 - SEVERANCE PAY

The Company will **endeavour** to **provide alternate** employment of comparable **duties** and **salary** to a **Regular** Employee **whose** classification or position **has become** redundant due to technological or organizational change. This shall also apply to any Regular Employee who **has** been on Long-Term Disability and is **declared** medically fit to re-enter the **work** force but is medically unfit to resume their regular classification duties. **However**, if an alternate full time position cannot **be provided** the Regular **Employee** shall not be terminated **while** there are Temporary **Employees** in the area **performing** duties for which the Regular **Employee** is qualified to **perform**. Instead one of these temporary positions **or a series** of positions will be made available to the **Regular** Employee **so** that Regular Employee **can** be gainfully employed. To fill **a** position the Regular Employee will be **assessed** on knowledge of **the** Company, **work experience**, education and capability to perform the job with reasonable in-house training and coaching. If this option is not available or not availed of, and providing the **Regular** Employee has ten (10) **or** more years **of service**, including time on Long-Term Disability, the Employee will be entitled to severance pay **equal** to **the** amount obtained upon **multiplying** the number of completed years of continuous employment by two (2) times their basic **weekly pay** in effect on the date last **worked**.

The Company will **also pay** a one (1) **time lump sum** transitional assistance of **ten thousand (\$10,000.00)** dollars. The combination of the severance **and** transitional **pay** shall not exceed **sixty thousand dollars (\$60,000.00)**.

This **clause** shall not **apply** to a Regular **Employee** who terminates their employment voluntarily, is discharged for **cause**, retires, **is** granted leave of absence, or upon death.

17.07 - RETIREMENT ALLOWANCE

Upon retirement a Regular Employee with ten (10) years or more of service who qualifies for and receives Company pension **will be entitled to** Retirement Allowance equal to the amount obtained upon multiplying the number of completed years of continuous employment with **the** Company by the greater of their basic **weekly pay** in their last position or **their best basic weekly pay, if they worked** in that classification **for a period of not less than two (2) years** to a maximum of twenty (20) weeks. This clause shall not **apply** to a Regular Employee who terminates their employment voluntarily, **is** discharged for cause, is terminated **due** to job redundancy, is granted leave of absence, or **upon death**.

17.08 – ENHANCED EARLY RETIREMENT PROGRAM

It is agreed and accepted by the Company and the Union that **the** Company **will** consult with **the** Union prior to the announcement of an Enhanced Early Retirement Program that offers additional benefits above those entitlements outlined in the Newfoundland Power Retirement Income **Plan**. Sufficient time for consultation will be provided in advance of any announcement. Consultation shall include discussion with the Business Agent on the enhancements **to** the terms **and** conditions of normal retirement. There will also be consultation on the communication **plan for Employees**. **For** reasons such **as** Board of Directors approval, the Business Agent shall be bound to keep **all** information **on** this matter **strictly** confidential until the **time** of any enhanced early retirement program announcement.

The Company further agrees, exclusive of the **above agreement on enhanced** early retirement programs, that **existing** benefits under the Plan **will** not be reduced and that substantive changes **to** eligibility and benefit provisions of the Plan, including the **type of Plan, will** not be implemented without negotiation **and** subsequent agreement of the Union. For the purposes of this clause, changes to the Plan would include, but not limited to, moving from **a defined** benefit to a Group RSP or defined contribution plan.

17.09 – REGISTERED RETIREMENT SAVINGS PLAN

All Regular Employees **hired** after **effective date** of signing, shall **participate in a retirement** savings plan **as a** means of providing for retirement, The **Company** shall contribute **5.75%** of **a regular Employee's base salary to a** registered retirement savings plan. The **Regular Employee shall be** required to match the **Company's contribution**.

Notwithstanding the above, **all** Temporary **Employees**, except those employed **as a** student shall after the completion of twelve (**12**) months continuous employment on **a part time or full time basis with no subsequent interruption** of service with the Company be entitled to all the rights and privileges granted to Regular **Employees** under **this** Clause. Apprentices shall, after **the** completion of three months' continuous employment with the Company be entitled **to** those rights and privileges granted to Regular Employees **as** outlined above.

ARTICLE 18 - SICK LEAVE

18.01 - SICK LEAVE - REGULAR EMPLOYEES

Regular Employees who have completed one month's service shall be eligible to receive short **term sick** leave benefits **for** those periods during which they are physically unable to work as a result of non-occupational sickness or injury in accordance with the Company's salary continuance plan (which plan **is** hereby incorporated as **part** and parcel of **this** Agreement), **covering** short **term** and long term disabilities, a copy of which plan **is** held by each Regular Employee.

Short-term **sick leave** benefits will not be **paid** for any **period** during which the Employee is eligible to **receive** payments under the Long Term Disability Insurance Plan.

Notwithstanding the **above**, all Temporary Employees, **except** those employed as a **student**, shall after the completion of twelve (12) months continuous employment on a **part** time or full time basis with no subsequent interruption of **service** with **the Company** be entitled to all of the rights and privileges **of** this **Clause**.

18.02 - SICK LEAVE - TEMPORARY EMPLOYEES

Temporary Employees who have completed at least **sixty** (60) days **of** employment **and** who have not reached the **age** of **sixty-five** (65) shall be eligible to receive short term **sick** leave benefits **for** those periods during which they are physically unable to **work** as a result of non-occupational sickness or injury; such **sick leave** benefits shall **be** based on the total **service** accumulated **by** the Temporary Employee, as follows:

<u>Accumulated Service</u>	<u>Sick Leave Benefits</u>
Less than sixty (60) days	Nil
Sixty (60) days but less than Twelve (12) months	75% of normal straight time pay up to a maximum period of two (2) weeks in the calendar year .
Twelve (12) months and over	100% of normal straight time for two (2) weeks for each twelve (12) month period of accumulated service to a maximum of fifteen (15) weeks in a calendar year .

18.03 - REPORTING SICK

To qualify for sick leave **benefits**, an Employee shall report to **their** immediate supervisor, **or** other persons designated by the **Company**, that they are sick, as soon as practical **after** becoming **sick**, stating the expected duration of the illness, if possible.

If **the** duration is unknown at the time of the initial call, the **Employee** shall call daily until the duration **can** be **determined**.

18.04 - MEDICAL ASSESSMENT

The Company **may**, for **reason** only, make a request in writing to **an** Employee that they procure a "Medical Certificate" stating that they **are fit** to perform their **duties**.

The Company **may request that** the Employee visit **or communicate with** a **Medical Practitioner** of the Company's choice **to verify** the Employee's Medical Certificate.

If a conflict of opinion exists between the two Medical Practitioners, the opinion of a third Medical Practitioner mutually **agreed** to between the Company **and the Employee will be final**.

When the Company requests a medical certificate, **it** shall be done during normal **working** hours at Company **expense** and without loss of **pay or** sick time to the Employee.

18.05 - MEDICAL AND DENTAL APPOINTMENTS

Employees shall make every effort to schedule medical and dental appointments outside working hours, Where this is not possible, appointments should be made so as to minimize absence from work and the Employee must notify their supervisor of such appointments at least twenty-four (24) hours in advance where possible. The Company may request documented proof of such appointments.

ARTICLE 19 - PERSONAL EQUIPMENT

19.01 - PERSONAL CLOTHING & EQUIPMENT

The Company will provide such protective and/or specialized clothing and safety equipment that, in its judgment, is required for a particular job,

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a **part** time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and **privileges** granted to Regular Employees **under** Article 19 of this Agreement.

19.02 - CLOTHING ALLOWANCE

A combined allowance **for rainwear, safety** footwear and coveralls shall be **issued** by the Company by **January 31st each** year **to** Regular Employees who are in the classification of Surveyor's Assistant, Collector and Messenger.

Effective 2002/10/01 - Four **hundred** dollars (\$400.00)

An allowance for safety footwear shall be issued by the Company **by** January 31st **each** year **to** Regular **Employees who are** in the classification of **work** assignment coordinator.

Effective 2002/10/01 - One hundred and thirty dollars (\$130.00)

The rainwear, safety **footwear** and coveralls **purchased by** the Regular Employee shall **be** of a type approved by the Company. Employees may purchase **shop** coats in lieu of coveralls.

The above may also **apply to** any Employee and **the** eligibility and amount of reimbursement shall **be** determined by the Company.

19.03- UNIFORMS

Regular Employees whose duties **require** them to frequently visit the premises of customers or business organizations shall, as a condition of employment, wear uniforms during all **working** hours, identifying them as Company Employees. The uniform will be **provided** by the Company, The Uniform Policy is contained in Schedule **C** and forms part of this **Agreement**.

19.04 - COVERALLS FOR DIRTY JOBS

Notwithstanding the provisions of **Clause 19.02** where any Employees are engaged in **work** of an extraordinarily dirty nature, the Company shall reimburse the Employee for Company approved coveralls upon submission of a receipt. Such work shall be limited to internal cleaning of air heaters or condensers, **desludging** or internal cleaning of oil storage **tanks**, hydraulic turbine **pits**, manholes, or any work involving the application of tar or creosote.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 - BEREAVEMENT LEAVE

In the case of the death of a spouse, common-law **spouse**, child, **step-child**, parent, step-parent, grandchild or child of a common-law **spouse**, a **Bereavement Leave** of four (4) consecutive working days (**five (5)** consecutive calendar days for an Employee working twelve hour shifts) with no loss of **pay**, inclusive of the day of the **funeral**, shall be granted. **In case of the death of a relative living in the household of the Employee, or a brother, sister, parent-in-law, brother-in-law, sister-in-law, grandparent a Bereavement Leave** of three (3) consecutive working days, (three (3) consecutive calendar days for **an** Employee working twelve hour shifts) with no loss of **pay**, inclusive of the **day** of the funeral shall be granted.

In addition to the three (3), four (4) and five (5) **day** periods above, additional time, up to one (1) **day (one calendar day for Employees working twelve-hour shifts) after** the date of the funeral, shall be granted if travelling is involved. A one (1) day (one shift for an Employee working twelve-hour shifts) **leave** of absence, with no **loss** of **pay**, will be granted for **the regular workday** on which **an** Employee attends **the funeral of the Employee's aunt, uncle, niece and nephew and the Employee spouse's aunt, uncle, niece, nephew or grandparent**.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under this clause.

Notwithstanding the above, a Temporary Employee employed for a continuous period of at least thirty (30) days shall be granted three (3) days Bereavement Leave consisting of one (1) day paid leave and two (2) days unpaid leave. Bereavement Leave will be provided in the event of the death of the Temporary Employee's spouse, child, grandchild, mother, father, brother, sister, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law.

20.02 - COURT DUTY

An Employee subpoenaed as a witness in legal proceedings or summoned for jury duty shall be granted leave of absence without loss of pay or benefits for the period the Employee is required to be off work.

20.03 - UNION BUSINESS

With reasonable notice, requests by the Union that an Employee be granted leave of absence without pay but with maintenance and accumulation of seniority rights for purposes of conducting Union business, may be granted by the Company for such periods of time (not to exceed three (3) months) as may in the opinion of the Company be considered reasonable and permissible under system operations.

20.04 - UNION CONVENTIONS

Employees elected or appointed by the Union to attend any district, provincial, national, international convention or Labour Institute shall be granted the necessary time off, without pay and without loss of rights established under this Agreement.

20.05 - BUSINESS MANAGER

With reasonable notice, requests by the Union that a Regular Employee be granted leave of absence without pay but with accumulation of Bargaining Unit and Service seniority rights for purposes of acting as Business Manager or Assistant Business Manager or the Union may be granted by the Company.

Upon returning to the Company, within or after the leave period, if the vacated job classification has not been eliminated through lay-off, redundancy, technological or organizational change the Regular Employee shall return to their former job classification in their former area. The returning Regular Employee can displace an Employee with less Bargaining Unit seniority in their former job classification in their former area.

Upon returning to the Company, within or after the leave period, if no vacancy exists in the job classification that the Regular Employee left, they will be given preference for the first vacancy that occurs in that classification.

In the event that the position has become redundant, and/or the technology of the position has changed, the Employee shall be offered the first vacant position, within their former area, for which the Employee is qualified. The Regular Employee will be assessed on knowledge of the Company, work experience, education and capability to perform the job with reasonable in house training and coaching. In order to retain the Company's Insurance and Benefit Plans under Article 17 and subject to Legislation the Regular Employee will pay the premium in whole for the period of their absence.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under this Clause.

20.06 - LEAVE FOR OTHER PURPOSES

An Employee desiring leave of absence without pay **may be** granted leave in so far as regular operations will permit, providing reasonable notice is given to **the** Company. Such leave of absence shall not **exceed** what, in the opinion of the Company, **is** a reasonable period of time **and** the conditions of **such leave**, when granted, shall **be** at the discretion of the Company.

Notwithstanding the provisions **of** the above, the Company may, in its **sole** discretion, grant such leave with **pay**, as it may **deem fit** and proper.

20.07 - FAMILY RESPONSIBILITY LEAVE

The Company will grant a Regular Employee a maximum of three (3) days with pay **per year to** attend to the temporary care of **a** sick immediate family member; **needs** related to the birth **of** the Regular Employee's child, medical or dental appointments for immediate family members, meeting with school authorities **or to deal with a sudden and unexpected problem with child care arrangements**. When additional time is required it will be granted as leave without pay or by the utilization of vacation credit or **banked** overtime.

An immediate family member shall **be** defined as the Regular Employee's child, stepchild, **spouse**, mother or father, and any other relative living in the household of the Regular Employee.

Notwithstanding the above, all Temporary Employees, except those **employed as a student**, shall after **the** completion of twelve (12) months continuous employment on a **part** time or full time basis with no subsequent interruption of **service with the** Company be entitled to **all** of the rights and **privileges** granted to Regular Employees under this Clause.

20.08 - EDUCATION LEAVE

Subject to **staffing requirements** and following **five (5) years** of employment, **the Company** may allow **a** Regular **Employee** a leave of absence without **pay** but with **accrual** of **Service seniority**, not to **exceed** ten (10) calendar months' duration, **to** further their **post** secondary **education**. In **order** to retain the Company's Insurance and **Benefit Plans** under **Article 17**, **the** Regular Employee will pay **the** premium in **whole** for the **period** of their absence. **In order to accrue pension benefits the Regular Employee must pay the pension premium in whole for the period of their absence**. It is also agreed that Bargaining Unit Seniority will accrue when an Employee is granted education leave under the provisions of this clause and **pays their Union Dues** in whole **to the Union office** for the **period** of their absence.

An educational assistance grant will be provided to a Regular Employee **equal** to **10%** of the base salary **that** would normally **have** been received during the approved educational leave period.

Notwithstanding the above, **all** Temporary Employees, except those **employed as a student**, shall after the completion of twelve (12) months continuous employment on a **part time or full time** basis with no subsequent interruption of service with the Company be entitled to **all the rights and privileges**, except preference, granted to Regular Employees under this Clause.

20.09 - PREGNANCY LEAVE

An Employee with twenty (20) weeks of continuous service immediately prior to the expected birth date, on her written request supported by a medical certificate, is entitled to a Pregnancy Leave without pay for a period up to seventeen (17) weeks.

To qualify for pregnancy leave, an Employee must:

- 1. Notify her Department Manager in writing of the pregnancy 15 weeks before the anticipated date of delivery.**
- 2. Give two (2) weeks written notice prior to the commencement of the leave,**

Benefits **will** be continued while on **pregnancy leave**. The Employee will **be** required to pay her portion of the **required** premiums.

Any vacation with pay, which a Regular Employee is entitled to take in the current vacation **year**, may **be** taken immediately following the **pregnancy** leave.

The basic **seventeen (17) week** period of **pregnancy leave** for Regular Employees shall be considered as time **worked for vacation credits and vacation accrual**.

Pregnancy Leave, to maximum of seventeen (17) weeks in each instance, will be included in the length of service for the calculation of pension benefits provided the Regular Employee paid her portion of the pension contributions during the leave.

A pregnant Regular **Employee** who does not **feel** she can adequately **perform** all tasks in **her present** classification due to the pregnancy may elect, if available, to take alternate **work** with no loss of **pay**, or may **take** unpaid **leave** with no loss of seniority until **the pregnancy** leave provision commences. Pension and other benefits will be maintained similarly as for **pregnancy** leave.

The Company **agrees to pay Regular Employees a Supplementary Unemployment Benefit Plan**. Details of the **plan are** contained in **Appendix E**.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all the rights and privileges granted to Regular Employees under this clause.

20.10 - EMERGENCY LEAVE

Special leaves of absence, with pay and with maintenance and accumulation of seniority rights, shall be granted at the discretion of the Company in cases of emergency.

An emergency shall be defined as an incident that arises without notice and requires immediate intervention by the Employee to lessen any adverse affect.

20.11 - PARENTAL LEAVE

An Employee with **twenty (20)** weeks of continuous service and who is the parent of a child is entitled to **a thirty-five (35) week** leave of **absence** without pay following:

- 1. The birth of the child; or**
- 2. The coming of the child into the care and custody of the parent for the first time.**

The first ten (10) weeks of **the Parental Leave for the Regular Employee** are considered **as** time worked for vacation credits. The entire **35** weeks will be included in the length of service for the calculation of vacation accrual and pension benefits (provided the Regular Employee paid his/her portion of **the** pension contributions during the leave).

Benefits will be continued while on parental leave. The Employee will be required to pay **his/her** portion of **the** required premiums,

Notwithstanding **the** above, all **Temporary** Employees, except those employed as **a** student, shall after **the** completion of twelve **(12)** months continuous employment on a part time or full time basis with no **subsequent** interruption of service with the Company be entitled to all the rights and privileges granted to Regular Employees under this clause.

20.12 – ADOPTION LEAVE

An Employee with **twenty (20)** weeks of continuous service and who **is the parent of a child** is entitled to **a thirty-five (35) week** leave of absence without pay following the coming of the child into the care and **custody** of the **parent for the first time**,

To qualify for adoption leave, **an** Employee must:

- 1. Notify their Department Manager** in writing of the Employee's wishes to take adoption leave **as far in advance as possible**;
- 2. Give two (2) weeks** written notice prior to the commencement of the leave.

Benefits will be continued while on adoption leave. The Employee will be required **to** pay their **portion** of the required premiums,

Any vacation with pay, which a Regular Employee is entitled to **take** in the **current** vacation year, may be taken immediately following the adoption leave.

The first twenty-seven **(27)** week period of adoption leave for Regular Employees shall be considered as time worked for vacation credits. The entire **35 weeks** will be included in the length of service for the calculation of vacation accrual and pension benefits (provided the Regular Employee paid his/her portion of the pension contributions during **the** leave).

Notwithstanding **the** above, all **Temporary** Employees, except those employed **as a** student, shall after the completion of twelve **(12)** months continuous employment on **a** part time or full **time** basis with no subsequent interruption of service with the Company be entitled to all the rights **and** privileges granted **to** Regular Employees under this clause.

The Company agrees to pay Regular Employees **a** Supplementary Unemployment Benefit Plan, Details of the Plan are contained in Appendix E.

ARTICLE 21 - SENIORITY

21.01 - SENIORITY

The Regular Employee's length of employment on a permanent basis with the Company shall be known as Service Seniority and shall be as shown by the records of the Company.

The Regular Employee's length of employment on a permanent basis in the Bargaining Unit shall be known as Bargaining Unit Seniority and shall be as shown by the records of the Company, Employees entering the Bargaining Unit after November 1, 1991, shall accrue Bargaining Unit Seniority effective the date of employment within the Bargaining Unit,

Regular Employees on lay-off status shall maintain but shall not accrue any seniority.

Service Seniority shall accrue during time on short term sick leave, worker's compensation, long term disability (effective April 1, 1999), vacation, maternity leave/parental leave (effective February 10, 2000), education leave (effective April 1, 1999), adoption leave (effective date of signing) and approved leaves of absence with pay, and approved leaves of absence without pay provided the Regular Employee pays the premiums in whole to the Newfoundland Power Inc. Retirement Income Plan, effective February 8, 1999.

Bargaining Unit Seniority shall accrue during time on short term sick leave, worker's compensation effective (October 20, 1993), long term disability effective January 16, 1996, vacation, maternity leave/parental leave (effective February 10, 2000), education leave (effective April 1, 1999), adoption leave (effective date of signing) and approved leaves of absence with pay provided the Regular Employee pays their Union Dues in whole to the Union office.

Service and Bargaining Unit Seniority shall be maintained during time spent on any other approved leave of absence without pay subject to Clause 21.04 - Loss of Seniority.

When a Temporary Employee commences employment with the Company on a permanent basis, the length of unbroken service with the Company accumulated immediately prior to the commencement of employment on a permanent basis shall be credited to their Service Seniority. Bargaining Unit Seniority will commence on the date the Employee is hired permanently.

21.02 - SELECTION OF REGULAR EMPLOYEES FOR PROMOTION AND TRANSFER

Selection of Regular Employees for promotion or transfer shall be based on:

- (1) Satisfactory discharge of duties in current position,
- (2) **Qualifications**; and
- (3) Bargaining Unit Seniority.

"Qualifications" shall include related experience, related education or a combination of both. Where the factors in (1), (2) and (3) are equal, Service Seniority shall govern.

21.03 - SELECTION OF REGULAR EMPLOYEES FOR LAYOFF AND RECALL

Selection of Regular Employees for layoff or recall shall be by Area and shall be based on Bargaining Unit Seniority within job classification, Service Seniority replaces Bargaining Unit Seniority in circumstances where Bargaining Unit Seniorities are equal.

Layoffs shall occur in **the** following order: **Student**, Part Time Temporary, Full Time Temporary, and Regular Employee. A Regular Employee **shall not be** laid off within an Area while a Temporary Employee is employed within the Bargaining Unit within the **Area**.

Selection of Regular Employees for recall within an **Area** shall, **subject** to qualifications, **be** based **on** Bargaining Unit **Seniority** and shall occur in the **reverse** layoff order.

The Company shall maintain a thirty-six (36) month **recall** roster and shall notify the Regular Employee of recall. The laid off Regular **Employee** is obligated **to** inform **the** Company of their current mailing address and telephone number. It is understood a laid off Regular Employee **who** has obtained alternate **employment** with another company shall have the right of one **refusal** for recall without jeopardizing their recall **rights**, If **they** choose not to return **to** work on the second recall they **shall forfeit** their right to recall and be removed from the roster.

Areas are designated as follows:

Headquarters	St. John's	Carbonear
Whitbourne	Clareville	Burin
Port Union	Gander	Grand Falls
Corner Brook	Stephenville	Port-Aux-Basques

21.04 - LOSS OF SENIORITY

A Regular **Employee** shall **lose** all seniority rights for the following:

- a) Discharged for **just cause**
- b) **Resigns** their position
- c) Fails to report for work after the termination of a leave of absence
- d) Fails to report **for work** within two **weeks** after notice of recall following a layoff
- e) Laid off for a continuous period in **excess** of thirty-six (36) months.

A Regular Employee shall **lose** Bargaining Unit **Seniority** if permanently transferred to a management position in excess of one (1) calendar year. **The Regular Employee's Bargaining Unit Seniority shall be frozen for the first twelve (12) months of the permanent assignment into management provided the Employee remits Union Dues to the Union office during the first twelve (12) months of the reassignment. At the end of this twelve (12) month period the Employee shall be dropped from the Bargaining Unit Seniority roster. However, failure to remit the required dues will result in the immediate removal from the roster.**

A Regular **Employee** shall maintain Bargaining Unit **Seniority** if permanently transferred to a position in *the* craft bargaining unit.

21.05 - TEMPORARY ASSIGNMENT INTO MANAGERIAL POSITION

Regular Employees, temporarily assigned **to** a managerial position, **shall continue** to accrue Bargaining Unit **Seniority** for the position temporarily **vacated** provided that:

- 1) The period of temporary duties does not **exceed one (1) year**, and

- 2) Such **Regular Employees** are returned to the Bargaining Unit for a period not less than one (1) **month** before they are **assigned** further duties in a managerial position.

In the **event** that a Regular Employee does not return **from** a temporary assignment as **per** 1) and 2) above, and remains in the temporary assignment, they shall **forfeit their Bargaining Unit Seniority**.

21.06 - REGULAR EMPLOYEE TRANSFERRING INTO CRAFT UNIT

A Regular Employee from the Clerical Bargaining Unit who permanently **transfers** into a position in **the** Craft Bargaining Unit in **accordance** with Clause 22.02 - Job Posting of the Craft **Agreement**, shall maintain seniority in the Clerical Bargaining Unit and shall accrue seniority in the Craft Bargaining Unit.

A Regular Employee from the Clerical Bargaining Unit who temporarily **transfers** into a position in the Craft Bargaining Unit shall **accrue** Seniority in the Clerical Bargaining Unit.

21.07 - SENIORITY ROSTER

The Company shall, not **later** than the 1st day of March in **each year**, post on its Bulletin Boards, a roster showing **the** Service and current Bargaining Unit Seniority of Regular Employees as **at the 31st** of December of **the** preceding year. **If** a Regular Employee considers an error has been made, the Employee may notify their supervisor (prior to **April 1st** of the current year) and any corrective action required shall be taken. The revised seniority roster shall be forwarded to the Union no later than the 30th day of **April** of the current year. A similar list for **preference** in hiring shall be made for **Temporary** Employees and forwarded to **the** Union Office,

21.08 - REHIRING TEMPORARY EMPLOYEES

Temporary Employees who have not reached the **age of 65** shall **be** given preference in **the same** area when **the** Company is **rehiring** subject to their having **given** satisfactory performance during initial **work** periods totaling one hundred thirty (130) **working** days. **However, such preference shall not apply to Temporary Employees who have not worked with the Company during the previous thirty-six (36) month period.**

A Regular Employee who previously worked for the Company **and** successfully completed their probationary **period** and **after leaving** the Company is later rehired as a Temporary Employee will automatically begin to accumulate time on the preference listing.

When selecting **Temporary** Employees from the **preference** listing for a vacant position for which the expected duration is five (**5**) days or less in which listed Employees **have** satisfactory job **experience**, preference will **be** granted to the listed Employee with that job **experience**, who has **the** highest accumulated **service** at that area,

When selecting Temporary Employees **from** the preference listing **for** a vacant position for which the **expected** duration is greater than **five** (**5**) days, preference will be granted **to** the Employee having the job qualifications who has the highest accumulated service in that area who will then **be** given standard in house training and coaching. If no listed Employee meets the job qualifications then the Company is **free** to use its discretion in hiring. For the purpose of the **preference listing**, area shall be defined as St. John's, **Carbonear, Whitbourne, Burin, Clarenville, Port Union, Gander, Grand Falls, Corner Brook, Stephenville, and Port Aux Basques.**

Temporary Employees who **are hired and** are scheduled for layoff but do not break service will be **considered** as an extended hire and shall **not be governed** by the **preference** listing selection with the **exception** of Temporary Employees hired for the positions of **Cashier, Edit Clerk, and Customer Account Representative** in St. John's.

Time spent on approved **leave with pay**, or **approved** vacation without pay will **accrue** as time worked for the preference listing.

Temporary Employees hired four (4) hours or **less per day** shall be credited with a half (1/2) day on the preference listing, **Temporary** Employees hired greater than four (4) hours **per day** shall be credited with one day on **the preference** listing.

Temporary Employees who **become** eligible for **worker's** compensation or long **term** disability while **working** with **the** Company will **have** time accrue on **the** preference listing until the **date of** termination on **their** Temporary Employment Form to a **maximum** of fifteen (15) **weeks**.

Temporary Employees shall **have** the right of two (2) recalls. The Temporary Employee may **refuse the** first recall **and** still maintain their achieved accumulated time on the preference listing. Should the Temporary Employee refuse to return to work on the second recall for reasons other than documented medical **reasons**, they shall lose their accumulated time on **the** preference listing and **their** name shall be **placed** on the bottom of **the preference** listing with zero (0) days in that area.

Temporary Employees who have not qualified for entitlements as per Appendix B of the Collective Agreement will **not be** recalled if they notify the Company in advance of the **preparation of the work schedule that they are** unavailable for **work**, to a maximum of 15 days per calendar year, with the **exception** of the months of July, August and between December 18th and January 8th". During July, August and between **December 18th and January 8th**, Temporary Employees may request that they **be** unavailable **for work** and it will be subject to the approval of the Company, Temporary Employees who accrue vacation credits can schedule vacation during this period subject to **Clause 16.03**.

If **during the time that** a Temporary **Employee is** unavailable for **work** and the Company would not normally have recalled the Employee, **these** days will not count towards the maximum of 15 **days per** calendar year.

Temporary Employees shall be **removed** from **the preference** listing for the following:

- a) Discharged for just cause
- b) **Resigns** their position
- c) Fails to report for **work** after the termination of an **approved** leave of absence
- d) Laid off for a continuous period in **excess** of **thirty-six (36)** months
- (e) **Refusal to work during the months of July, August, and between December 18th and January 8th, for other than documented medical reasons, and upon receiving medical proof from the Temporary Employee.**

Temporary Employees who are removed from the Preference List as a result of Clause 21.08 (d) are subsequently rehired shall automatically begin to accumulate time on the Preference List, however, time on the Preference List will have been reset to zero (0) days.

Temporary Employees shall maintain their position on the preference list while on vacation, Short Term Sick Leave, Long Term Disability, and Worker Health & Safety

Compensation Commission benefits. Temporary Employees shall also maintain their position on the preference list while on Pregnancy Leave (effective November 12, 2002), Parental Leave (effective November 12, 2002) and Adoption Leave (effective date of signing).

ARTICLE 22 – VACANCIES AND NEW CLASSIFICATIONS

22.01 - INTRODUCTION OF NEW CLASSIFICATIONS

If new classifications are established which have job duties **comparable** to **the** classifications listed in Schedule A, such new classifications shall fall within the **scope** of this Agreement. If no agreement can **be** reached as to the inclusion of the classification in Schedule A then either party may refer the matter of inclusion of the classification in Schedule A, but not the wages of the classification, to the Newfoundland Labour Relations Board for final disposition.

The wages **for** any new classification shall be subject to negotiations **between the** parties.

22.02 - JOB POSTINGS

All regular full time positions covered by **this** Agreement that become vacant on a **full time** basis and are **approved** for full time replacement shall be posted on the Company bulletin boards including those at a Temporary Headquarters or **AWL**, The standard job posting shall be posted for a duration of not less than ten (10) working days. The **name** of the **successful** candidate shall be **posted** within **five** (5) working days of appointment.

It is agreed that the standard job posting shall be written for each job Classification. Each **standard** job posting shall **include** *date issued*, date closed, job **description** summary, region/department, location, qualifications and **experience**.

The Company shall revise the standard job postings from time to time, as it deems necessary and **will forward copies** to the Union.

They shall then be used **for** job postings.

All temporary assignments of a duration of six (6) months or more shall be posted and awarded as per Clause 22.03.

22.03 - JOB SELECTION

When selecting a candidate for a new or **vacant** position posted in accordance with Clause 22.02 **preference will be given** to qualified **Regular Employees** already in the employ of the Company and in **the** Bargaining Unit. The **name of** the successful applicant shall be **posted** within five (5) working days of their **appointment**.

If the job posting is not filled as outlined above, then preference will be given to qualified **Regular Employees** of the Craft Bargaining Unit whose selection **shall** be based on satisfactory discharge of duties in current position, qualifications and service seniority.

22.04 - TEMPORARY WORK OUTSIDE EMPLOYEE'S CLASSIFICATION

Where **an Employee** is required by the Company to temporarily **perform work in a** classification **paying** a lower **rate** the Employee **shall** be paid at their **regular** rate.

Where **a Regular Employee** is required by the **Company** to temporarily **perform work in a** classification for **a full day or more** **paying** a higher **rate** the **Employee** shall be paid in accordance **with** the **higher** classification. **The rate of pay shall be set at seven (7%) percent above the Employee's present salary not to exceed the salary of the higher classification at the Step 3 level.**

Regular Employees will be selected for temporary assignment based **on the** following:

- a) Regular Employees will identify **job** classifications to which they are eligible to be assigned as **defined** in Appendix C and would like to be **temporarily** assigned,
- b) Providing satisfactory performance, ability and qualifications, Regular Employees will be temporarily **assigned** to **the** identified position on a rotational basis by Bargaining Unit Seniority for assignments **of six (6) weeks** or less.
- c) Providing satisfactory **performance**, ability and qualifications, Regular Employees will be temporarily assigned **based** on Bargaining Unit Seniority for assignments greater than **six (6) weeks**.

22.05 - REQUEST FOR RECLASSIFICATION

An Employee **may**, for **personal reasons**, request a **transfer** to a **lower paying** classification. The **Company**, at its sole discretion, may **approve** such requests.

22.06 - TRANSFER TO LOWER PAYING CLASSIFICATION

Where a Regular **Employee** is required to transfer to a lower **paying** job classification because of **either**:

- (a) Technological **or** organizational change; or
- (b) Ill health or disability,

Then that Regular Employee's **salary** shall **be** continued at the higher **paying** classification until **the** job rate of the **lower paying** classification **equals** or **exceeds** the frozen job rate, when subsequent negotiated increases shall **apply**.

Notwithstanding the above, where a Regular Employee who **has twenty-five (25)** or more years of service is transferred to a **lower paying** classification **as per (a) or (b) above**, negotiated increases will apply.

22.07 - RELOCATION EXPENSES

The **Company** shall reimburse **Regular Employees** for moving expenses related to a move necessitated by work commitments resulting from a job posting, a transfer or a redundancy. **The reimbursement for relocation expenses shall be as per the guidelines posted on Newfoundland Power's intranet web site, "Webster". A copy of these guidelines and any changes shall be sent to the Union office.**

ARTICLE 23 - NO DISCRIMINATION

23.01 - NO DISCRIMINATION

As per Human Right Legislation, neither **the** Company nor the Union shall discriminate against any Employee due to race, religion, religious creed, **sex**, marital status, sexual orientation, physical disability, mental disability, **age**, political opinion, colour, or ethnic, national or social **origin**.

Limitations, specifications, or **preferences** because of mental or physical disability shall **be** permitted only if based on a genuine occupation qualification and only after the Company has made all reasonable efforts to accommodate such disability.

No Employee shall be discriminated **against due** to membership in **the** Union or participation in a lawful activity for **the** Union.

23.02 - PERSONAL AND SEXUAL HARASSMENT

Both the Company and the Union consider harassment **to** be reprehensible and **are** committed to maintaining a work environment in which harassment, **whether** of a personal **or** sexual nature, does not exist. **All** individuals shall **be treated with** dignity **and** afforded the right to work in an atmosphere **free** of intimidation **and** abuse.

The Company and **the** Union **agree** to co-operate in the investigation of any personal or **sexual** harassment incident that involves an Employee of the Bargaining Unit.

All **Employees are** directed to the existing corporate policies related to personal or **sexual** harassment, a copy of which shall be available to every Employee.

ARTICLE 24 - GRIEVANCE

24.01 - GRIEVANCE STEPS

Any difference concerning the interpretation, application, or administration or alleged violation of the provisions of this **Agreement** shall be dealt with in the following **manner**:

- 1) The Employee concerned shall in the presence of the steward **if** so desired, **submit** a grievance in writing **to** the immediate supervisor **of** the Employee concerned **who** shall **reply** within two (2) **working days** after the grievance was submitted.
- 2) Failing satisfactory settlement **at** step one, the Union's grievance representative **shall** submit the **grievance** to the Department Head who shall **render a** decision within four (4) working days after the receipt **of** the grievance.
- 3) Failing settlement **at** **step** two, the Union's grievance representative shall submit a grievance to **the Director of Employee Relations** who shall render a decision within five (5) **working days** **after** receipt of the grievance,
- 4) Failing satisfactory settlement **at** **step** three, the Union shall refer the grievance **to** arbitration. Notice to arbitrate must be filed with the Company within forty-five (45) working **days** of the occurrence of the dispute.

5) A **group** grievance shall **be** filed at step two and a Union or policy grievance at **step three**.

Where **the** grievor **has** made arrangements in **advance** **the** grievor, and witnesses, if required, will **be** granted time with no **loss of pay** to present their grievance in step one.

24.02 - GRIEVANCE - PROBATIONARY EMPLOYEES

The Probationary Employee working within their six (6) month probationary period shall have the right to grieve any matter including **termination** for reasons other than unsuitability.

ARTICLE 25 - ARBITRATION

25.01 - ARBITRATION PROCEDURE

Where a difference **arises** between the Company **and an** Employee or **the** Union arising out of **the** interpretation, application, administrations or alleged violation of **the** provisions of this **agreement**, including the question of whether a matter is subject to arbitration, the Company, or the Union after exhausting **the grievance procedures**, may by notice in writing, notify the **other** party of its desire to submit the difference to arbitration.

Within ten (10) **working** days of such notice, the parties shall **agree** on the appointment of a single independent arbitrator whose decision shall be final and binding on both parties. If the **parties** are unable to **agree**, the arbitrator shall be selected by draw **from the** list **of** arbitrators **approved by the** Newfoundland and Labrador Labour Management Co-operation Committee.

The arbitrator shall not **have** the power to amend, cancel, or add to the provisions of this **Agreement**. **However, where** an arbitrator determines that an **Employee** has been discharged or disciplined for cause, the Employee may review and modify the penalty **imposed** by the Company, and in the case of **the** discharge of an Employee, substitute such other penalty as seems just and reasonable in the circumstances. The arbitrator **shall** have the right to *make* monetary awards consistent with **that** which was lost by the **grievor** but **such** decisions shall not **have** retroactive effect prior to **the** date of the incident **giving** rise to the **grievance**.

The **Parties** shall **pay equally** the remuneration and expenses of the arbitrator.

ARTICLE 26 - DURATION AND RENEWAL OF CONTRACT

26.01 - EFFECTIVE PERIOD

This Agreement shall take effect from **October 1, 2003** and shall remain in full force and effect until and including **September 30, 2008**.

26.02 - SELF-RENEWING UNLESS TERMINATED

After **September 30, 2008**, this Agreement shall automatically renew itself from year to **year** on the **anniversary date** unless **notice** of revision or termination **is served by** either **Party** within **the** period not more than 60 days **and** not less than 30 **days** immediately preceding **September 30, 2008**.

If such notice of revision or termination should be given by either Party **and** if a **new** Agreement **has** not been completed by the **expiry date** of the **existing Agreement** then the **terms of the Agreement that has expired** shall remain in force until a **new** Agreement **has** been signed.

26.03 - CHANGE BY CONSENT

The parties of **this Agreement** may by consent in writing **at** any time **while** the **Agreement** is in force, vary, cancel, or substitute other provisions for any provision in the **Agreement** other than the provisions relating to the term of this **Agreement**.

Article 27 – ESSENTIAL EMPLOYEES

CLAUSE 27.01 – ESSENTIAL EMPLOYEE REQUIREMENTS

In the event of a pending strike or work disruption and without an agreement on Essential Employees, the Union and Employees shall not participate in a strike or work disruption, and the Company shall not lock out Employees, until the Union and the Company have filed a joint written statement with the Board of Commissioners of Public Utilities of Newfoundland and Labrador (PUB) and/or the PUB has issued an order with respect to the essential Employee requirements of the Company pursuant to the Electrical Power Control Act,

NEWFOUNDLAND POWER INC.

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1620

In witness thereof the Parties have **executed** this Agreement on the 13th day of **April** 2004, in the City of St. John's, Newfoundland.

NEWFOUNDLAND POWER INC.

Witness

President and Chief **Executive** Officer

Vice President
Customer & Corporate Services

**LOCAL NO. 1620
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

Witness

Business Manager

President

SCHEDULE "A"

CLASSIFICATION

Accounting Clerk	Edit Clerk
Accounting Records Clerk	Engineering Records Clerk
Area Customer Representative	Engineering Clerk
<i>Area</i> Customer Representative-Entry Level Relief	Messenger
Billing Statistics Coordinator	Meter Records Clerk
Buyer	Operations Clerk
Cafeteria Attendant	Plant Accounting Clerk
Cash Control Clerk	Project Coordinator
Cash Services Clerk	Purchasing Clerk
Collector	Receptionist
Computer Operator	Research Centre Clerk
Cost Clerk	Senior Cash Services Clerk
Customer Account Representative	Senior Computer Operator
Data Entry Clerk	Senior Customer Account Representative
Dispatcher	Senior Draftsperson
Distribution Records Clerk	Senior Mailroom Clerk
Distribution Clerk	Stores Expeditor
Draftsperson	Surveyor's Assistant
	System Control Dispatcher

SCHEDULE "B"

Wages

- (1) **The first increase to be retroactive from date of signing to October 1, 2003.**
- (2) **The schedule of wage increases over the 5 year term to be adjusted as follows:**

% Increase on Base Wage				
2003/10/01	2005/01/01	2006/01/01	2007/01/01	2008/01/01
3%	3%	3%	3%	4%

GROUP 1

	Step 1	Step2	Step3
01 Oct 2003	11.20	12.60	14.00
01 Jan 2005	11.54	12.98	14.42
01 Jan2006	11.89	13.37	14.85
01 Jan 2007	12.25	13.77	15.30
01 Jan 2008	12.74	14.32	15.91

GROUP 2

	Step 1	Step2	Step3
01 Oct 2003	12.02	13.53	15.03
01 Jan 2005	12.38	13.94	15.48
01 Jan2006	12.75	14.36	15.94
01 Jan 2007	13.13	14.79	16.42
01 Jan2008	13.66	15.38	17.08

Accounting Records Clerk

Cafeteria Attendant

GROUP 3

	Step 1	Step2	Step3
01 Oct 2003	12.86	14.47	16.09
01 Jan 2005	13.25	14.90	16.57
01 Jan 2006	13.65	15.35	17.07
01 Jan 2007	14.06	15.81	17.58
01 Jan 2008	14.62	16.44	18.28

Area Customer Account Representative - Entry Level

Cash Services Clerk

Data Entry Clerk

Dispatcher

Engineering Clerk

Engineering Records Clerk

Messenger

Meter Records Clerk

Receptionist

Research Centre Clerk

Cashier and Data Entry Operator have merged into the Cash Services Clerk position.

GROUP 4

	Step 1	Step 2	Step3
01 Oct 2003	14.95	16.80	18.65
01 Jan 2005	15.40	17.30	19.21
01 Jan 2006	15.86	17.82	19.79
01 Jan 2007	16.34	18.35	20.38
01 Jan 2008	16.99	19.08	21.20

Accounting Clerk

Cash Control Clerk

Distribution Record Clerk

Edit Clerk

Operations Clerk

Purchasing Clerk

Surveyor's Assistant

GROUP 5

	Step 1	Step2	Step3
01 Oct 2003	16.70	18.79	20.88
01 Jan 2005	17.20	19.35	21.51
01 Jan 2006	17.72	19.93	22.16
01 Jan 2007	18.25	20.53	22.82
01 Jan 2008	18.98	21.35	23.73

Computer Operator
Cost Clerk

Draftsperson
Project Coordinator

System Control Dispatcher
Senior Cash Services Clerk

GROUP 6

	Step 1	Step2	step 3
01 Oct 2003	17.77	19.99	22.20
01 Jan 2005	18.30	20.59	22.87
01 Jan 2006	18.85	21.21	23.56
01 Jan 2007	19.42	21.85	24.27
01 Jan2008	20.20	22.72	25.24

Billing **Statistics** Coordinator
Buyer

Collector
Plant Accounting Clerk

Senior Computer **Operator**
Senior **Draftsperson**

SCHEDULE "B"

WAGES (CONT'D)

Area Customer Representative – Step 1 & 2

	Step 1	Step 2
01 Oct 2003	16.09	18.65
01 Jan 2005	16.57	19.21
01 Jan 2006	17.07	19.79
01 Jan 2007	17.58	20.38
01 Jan 2008	18.28	21.20

Area Customer Representative – Step 3 Customer Account Representative

	Step1	Step2	Step3
01 Oct 2003	17.03	19.17	21.30
01 Jan 2005	17.90	20.14	22.39
01 Jan 2006*	18.85	21.21	23.56
01 Jan 2007*	19.42	21.85	24.27
01 Jan 2008*	20.20	22.72	25.24

Customer Account Representative/Area Customer Representative – Step 3 move to Group 6, implemented over a three (3) year period as per the rates reflected in the table above.

Senior Customer Account Representatives to be paid 7% above Customer Account Representative – Step 3.

**Rates as per Group 6.*

SCHEDULE "B"

WAGES (CONT'D)

- (1) **Step** progression for classifications in Group 1 to 4 inclusive shall be based on semi-annual timing with Step 3 being reached **after** one year of satisfactory performance.
- (2) **Step** progression for classifications in Group 5 and 6 inclusive, including the Customer Account **Representative** and Senior Customer Account Representatives, shall be based on annual timing with **Step 3** being reached **after two years** of **satisfactory** performance.
- (3) **Step** progression for **Area** Customer Representative, **Step 1, 2, & 3**, shall occur after adequate training **has** been provided and following at **least one year** of satisfactory performance. **An Employee** will be compensated at Step 3 when the **Employee** is trained and is assessed to be fully competent in the performance of **the** functions.

Special Cases

All Employees whose wages are frozen prior to the signing date of this Agreement due to a transfer to a lower paying classification resulting from a job redundancy, organizational change or for **medical** reasons shall receive the **wage** increase effective 2003/10/01. No subsequent increases, **except** as outlined in Clause 22.06, shall apply until the job rate of the lower paying classification equals or exceeds the frozen job rate at which time subsequent increases shall apply.

SCHEDULE "C"

Clothing

- (a) Regular Employees in the following classifications **are required to** wear uniforms:
- Collector
 - Messenger

- (b) Uniforms shall be **of** a colour and style specified **by** the Company and consist of:
- Slacks
 - Windbreaker with Crest
 - Blazer with **crest (Collector only)**
 - **Summer Cap** with Crest
 - Winter **Jacket with Crest**
 - Tie or Scarf
 - Winter Cap
 - **Shirt or Blouse with Crest**
 - Footwear

- (c) On completion of **the** probationary **period**, Regular Employees appointed to the classification **designated** in paragraph (a) will be **issued** the following items:
- 2 Pairs of Gloves
 - 4 Pairs of Slacks
 - 5 **Shirts** or Blouses
 - 1 Winter Jacket: or **Spring Jacket**
 - 2 Windbreakers or 2 Blazers with Crest
 - 2 Ties or **Scarves**
 - 1 Winter Cap
 - 1 **Summer Cap** with Crest

- (d) Replacements will be **issued as** required to a maximum of
ONCE EACH YEAR AFTER THE INITIAL ISSUE
- 2 Pairs **of** Slacks
 - 2 Ties or *Scarves*
 - 5 Shirts or Blouses
 - 1 Summer Cap with Crest
 - 1 Windbreaker with Crest
or 1 Blazer with Crest
or 1 Winter **Jacket**
or 1 **Spring Jacket**

Once every three (3) years after the initial issue.

1 Winter **Cap**

Notwithstanding the items listed above it is **understood** that **any** article **that** is torn **or** worn out will be replaced. The Employee shall submit the article to **the** Supervisor for replacement.

(e) Notwithstanding the above, Regular Employees designated in paragraph (a) may substitute shirts/blouses or **slacks** for windbreakers or blazers where it is mutually agreed between the Regular Employee and the **Supervisor** that the replacement windbreakers or blazers **are** not required. Substitution shall be made **based** on the following weighting:

- 6 Blazers
- 3 Windbreaker
- 3 Slacks
- 1 Shirts/Blouses

e.g.: 1 Blazer = 1 Slacks + 3 Shirts/Blouses

(f) Regular **Employees** are responsible for keeping **the** uniform **clean** and tidy **at** all times. Upon submission of receipts, **the** Company will **pay** for dry cleaning; two pair of **slacks** and one windbreaker or **blazer** once **each** month, and a winter or **spring jacket** once a yeas.

(g) Regular Employees in the **classification** designated in **paragraph (a)** shall **wear** the uniform **at all times while** on duty, The only **exceptions are** newly appointed Regular Employees who have not **received their** uniforms, or Employees who are on temporary assignment or probationary Regular Employees.

It **will** be acceptable on particularly warm summer days to remove the windbreaker, cap and tie or scarf and during **extreme** winter weather for Regular Employees to wear **their** own **skidoo suits** over **the** uniform. Wearing **the** cap will be optional, however, if headgear is worn it must be the uniform cap.

The uniform shall not be worn during off duty hours **except** for travelling to and from **the work** place.

(h) The uniforms **are the property** of the Company and will **be** returned upon termination of employment, reclassification or prolonged leave **of** absence.

APPENDIX A

LETTER OF UNDERSTANDING

This letter **sets** forth the **understanding reached** during negotiations regarding the introduction of job sharing, **flexible** hours and alternate hours of **work**.

The Company and the Union **agree** it would be beneficial for **both** parties to participate in job sharing, **flexible** hours and alternate hours of **work**,

It **is agreed that** the **Company** and the Union shall discuss and negotiate terms **and** conditions **prior to** any implementation of the above noted **working** arrangements.

Business **Manager**
IBEW Local 1620

Date **Signed**

Manager of Human Resources
Newfoundland **Power**

Date **Signed**

APPENDIX B

LETTER OF UNDERSTANDING

This letter sets forth the understanding **reached** during negotiations regarding Temporary **Employees** who have twelve (12) months continuous employment on a **part** time or full time basis with no subsequent interruption of **service** with the Company.

Temporary Employees who **have** qualified under the above conditions shall not lose **any** entitlements granted under the Collective Agreement if they have a cumulative **break(s)** in the current calendar **year** which total **sixty (60)** or **less** working days. Once Temporary **Employees** exceed the **sixty (60) working day break** in service they **must** have twelve (12) months continuous employment on a **part** time or full time basis with no subsequent interruption of service with the Company to re-establish entitlements.

Business Manager
IBEW Local 1620

Date Signed

Manager of Human Resources
Newfoundland Power

Date Signed

APPENDIX C

CLASSIFICATIONS

Temporary Assignment	Eligible Job Classification Presently or Previously Occupied	
Accounting Records Clerk	-	-
Cafeteria Attendant	-	-
Cash Services Clerk	Accounting Records Clerk Cafeteria Attendant Data Entry Clerk Engineering Clerk Engineering Records Clerk	Meter Records Clerk Messenger Receptionist Research Centre Clerk
Data Entry Clerk	Data Entry Clerk	Engineering Clerk
Dispatcher	-	-
Engineering Clerk	Cash Services Clerk Data Entry Clerk Meter Records Clerk	Receptionist Research Centre Clerk
Engineering Records Clerk	Meter Records Clerk Receptionist	Research Centre Clerk
Meter Records Clerk	Accounting Records Clerk Cash Services Clerk	Data Entry Clerk Engineering Clerk
Messenger	Any Classifications in Groups 2 & 3	
Receptionist	Accounting Records Clerk Cash Services Clerk Data Entry Clerk	Engineering Clerk Engineering Records Clerk Meter Records Clerk Research Centre Clerk

APPENDIX C

CLASSIFICATIONS (CONT'D)

Temporary Assignment	Eligible Job Classification Presently or Previously Occupied	
Research Centre Clerk	Accounting Records Clerk Cash Services Clerk Data Entry Clerk	Engineering Clerk Engineering Records Clerk Meter Records Clerk Receptionist
Accounting Clerk	Purchasing Clerk	
Distribution Records Clerk	Engineering Clerk Dispatcher Meter Records Clerk	Accounting Clerk Operations Clerk Purchasing Clerk
Edit Clerk	Accounting Records Clerk Cash Services Clerk Data Entry Clerk	Engineering Clerk Meter Records Clerk Accounting Clerk Purchasing Clerk
Operations Clerk	Engineering Clerk Dispatcher Distribution Records Clerk	Meter Records Clerk Accounting Clerk Purchasing Clerk
Printing Technician		
Purchasing Clerk	Accounting Clerk	
Cost Clerk	Accounting Clerk Distribution Records Clerk	Operations Clerk Purchasing Clerk
Customer Accounts Representatives	Accounting Clerk Edit Clerk	Purchasing Clerk
Desktop Publishing Clerk		
Project Coordinator	Cost Clerk Distribution Records Clerk	Operations Clerk
Buyer	Purchasing Clerk	

APPENDIX C

CLASSIFICATIONS (CONT'D)

Temporary Assignment	Eligible Job Classification Presently or Previously Occupied	
Collector	Customer Accounts Representative	
Equipment Coordinator	-	
Plant Accounting Clerk	Accounting Clerk Cost Clerk	Purchasing Clerk
Senior Draftsman	-	
Statistical Clerk	-	
Stores Expeditor	Purchasing Clerk	

Notwithstanding the above, if a Regular Employee has the required qualifications for a position to which they would like to be temporarily assigned, they may apply in writing to Human Resources. They should document the qualifications they have which are pertinent to the temporary position. If acceptable, Human Resources will consider them for temporary assignment.

APPENDIX D

LETTER OF UNDERSTANDING

This letter sets forth the understanding reached during negotiations with **respect to the** review of classifications.

It is agreed that a Classification **Review** Committee **be** established by December 31, 1993. The objective, **Structure** and procedures of this committee shall **be as** outlined in the Classification Review Proposal **dated** February 22, 1993 as established by a joint Company/Union committee.

Once all clerical classifications are **evaluated** and **pay** groupings established, the following outcomes can be anticipated:

- (1) Salaries of some Employees **above** established **salary** ranges and job rates; or
- (2) Salaries of some Employees **below** established salary ranges **and** job **rates**; or
- (3) Salaries of some Employees **consistent with** established **salary** ranges and job **rates**.

It is **agreed** that the outcomes of this specific review process **will** be implemented in the **following** manner:

- (a) For salaries described under (1) above, the Employee's salary shall be **frozen** until the established salary range **equals or exceeds the** frozen **salary**, Any **subsequent** negotiated increases shall apply,
- (b) For salaries described under (2) **above**, a **series** of annual **pay** adjustments shall be paid until **the** new salary **range is** reached. The level of such salary increases shall be determined **based** on a Company review of numbers of salary changes and **the** ultimate impact on **payroll**. The **pay** adjustments shall include any negotiated economic **increase**.
- (c) For salaries described under (3) above, no adjustment is **required** and the **Employee** will receive any negotiated economic increase. **The Classification Review** Committee shall be in **place** for the term of this collective **agreement** or, if necessary, extended until **the** committee's mandate is met.

Business Manager
IBEW Local 1620

Date Signed

Manager of Human Resources
Newfoundland Power

Date Signed

APPENDIX E

SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN

The Purpose of the Plan

The **purpose** of the Supplementary Unemployment **Benefit** Plan (SUB) is to supplement unemployment insurance benefits paid to eligible Employees of the Company by **the** Canada Employment and Immigration Commission **during** the initial seventeen (17) **weeks of pregnancy leave and adoption leave.**

Details of Supplementary Unemployment **Benefit** Plan

Eligible Employees	<p>All Regular Employees who are members of the Bargaining Unit and are on the first seventeen (17) weeks of pregnancy leave and adoption leave.</p> <p>Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all the rights and privileges granted to Regular Employees under this Appendix.</p>
Coverage	<p>The Plan is to supplement the unemployment insurance benefits received by workers for the first seventeen (17) weeks of pregnancy and adoption leave.</p>
Plan Conditions	<p>Employees must prove that they have applied for and are in receipt of unemployment insurance benefits in order to receive payment under this Plan,</p> <p>The SUB is payable for the period during which an Employee is not in receipt of unemployment if the only reason for non-receipt is the claimant is serving the two week waiting period. The plan will pay the parent 100% of their income for the first two (2) weeks and supplement EI benefits for a further fifteen (15) weeks of the Pregnancy and Adoption Leaves of Absence for a total benefit of seventeen weeks.</p>

SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN

Benefit Level	Except for the first two (2) weeks of pregnancy and adoption leaves the benefit level paid under this Plan is set at 85% of the Employee's regular weekly earnings. For the first two (2) week period the benefit level paid under this Plan is set at 100% of the Employee's regular weekly earnings.
Benefit Period	The SUB benefit will be paid for a period of 17 weeks for pregnancy leave and adoption leave,
Effective Date	The effective date of this plan is on signing date of this Collective Agreement.
SUB Plan Financing	The Plan is financed by the Company SUB payments will be kept separate from payroll records,
Other Conditions	The Company will inform the Canada Employment and Immigration Commission in writing of any changes to the Plan within thirty (30) days of the effective date of the change. Employees do not have the right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the Plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

Business Manager
IBEW Local 1620

Date Signed

Manager of Human Resources
Newfoundland Power

Date Signed

APPENDIX F

LETTER OF UNDERSTANDING – GROUP INSURANCE

The Company **and** Union **recognize the** importance **of** the group **insurance** program to the health and **well** being of **Employees and** their families. It is understood that the program may **be** reviewed periodically to ensure it **continues** to meet the needs of Employees and the Company.

The Company and **the Union** **agree to explore** possible changes and improvements *to* the current **program**, including **the** consideration of a more **flexible** program design. It is understood that the timing of any **future** changes is dependent on insurance policy **renewal** dates **and** implementation time required for **program** changes.

The **Company** will consult with the **Business Manager** an possible committee **size** and **structure** and **the** manner in which such a review **will** be initiated.

Business Manager
IBEW Local 1620

Date Signed

Manager of Human Resources
Newfoundland Power

Date Signed

72

Employee Benefits Manual

Newfoundland Power Inc.

A Fortis Company

Table of Contents

Benefits

General Information

Eligibility	1.1.1
General Limitations	1.1.5
Termination of Insurance	1.1.6
Summary of Benefits	1.1.9

Basic Coverages

Basic Life Insurance	1.2.1
Advanced Death Benefit	1.2.2
Basic Accidental Death and Dismemberment Insurance	1.2.3
Dependent Life Insurance	1.2.12
Health Care Insurance	1.2.13
Group Travel Insurance	1.2.24
Long Term Disability Insurance	1.2.28

Optional Coverages

Optional Dental Care Insurance	1.3.1
Optional Life Insurance	1.3.6
Optional Accidental Death and Dismemberment Insurance	1.3.8
Critical Choice Care Insurance	1.3.11

74

Table of Contents

Pensions

Introduction2.1.1
Definition of Terms2.1.2
Eligibility2.1.4
Contributions2.1.5
When **You** Retire2.1.6
Types of Pensions2.1.9
If **You** Leave the Company2.1.12
Death Benefit2.1.14
 General2.1.15
 Government Benefits2.1.16

Employee Assistance Program

Employee Assistance Program3.1.1

15

This booklet is a summary of the principal features of the plan, but group policies issued to Newfoundland Power by Great-West Life, and the Citadel Assurance are the governing documents. In the event of any variation between the information in this summary and the provisions of the policies, the latter will prevail. You can contact your plan administrator if you require any additional information.

This Plan is underwritten by:

The Great-West Life Assurance Company

The Citadel General Assurance Company

BENEFITS

General Information **Version 3.0**

Eligibility

Basic Benefits

Participation is compulsory for basic benefits which include:

- Group Life
- Accidental Death and Dismemberment
- Dependent Life
- Long Term Disability (LTD)
- Supplementary and Travel Health Insurance,

Coverage is **effective** following three months of continuous employment.

Under the basic group insurance plan, your eligible **dependents** **are** automatically insured on the effective **date** of your coverage, provided application is made **within** one month of **the** eligibility **date**. If your **spouse** is **covered** under another group insurance plan, you **may waive family coverage** under supplementary health insurance but you must at least take single **coverage**. A waiver form should be signed indicating why **family coverage** is waived. Should your **spouse's coverage** terminate or if you are single when **you** apply for coverage **and later** acquire dependents, application should be made within one month of **when** your **status** changed. **Otherwise**, dependent **coverage** may be subject to medical evidence of insurability.

Optional Benefits

In addition **to** the basic plan, there **are several** optional plans, available on a completely voluntary and employee-pay-all basis.

These are:

- **Optional Group Life**
- **Optional Accidental Death** and Dismemberment
- **Optional Dental Insurance**
- **Critical Choice Care.**

Coverage under optional benefits is available following three months of continuous employment. Optional life insurance for **you**

and your spouse will not become effective until the insurer approves proof of insurability. If you do not apply for dental coverage within one month **after** you become **eligible** you and your dependents dental benefits will be limited to a **maximum** of \$100 during the first 12 months of **coverage**,

Interim Insurance

During the three months prior to the effective date of the group insurance benefits, **you will be covered** for \$50,000 **Accidental Death and Dismemberment Insurance** on an occupational **basis** only, i.e., while you **are on the job**. This coverage will start at commencement of employment and continue until you have accumulated **three** months continuous employment,

Definition of Dependent

A dependent includes:

1. Your **spouse** (legal, common-law or former **spouse***);
2. Your unmarried children or **your spouse's** unmarried children** **who are dependent** on you for maintenance and support and **who are**:
 - (a) under **23** years of age; or
 - (b) under **25 years** of age and in full-time attendance at a university or similar institution; and
 - (c) **23** or over who are incapable of supporting themselves because of mental or physical handicap and **who were** insured under this plan prior to the normal limiting **age**.

* A **former** spouse (divorced or ex-common-law) **can only be eligible** for benefits when it **has been** mandated by court order.

** Unmarried children of your spouse **are** considered **dependents only** if your **spouse is** living with you and **has** custody of the children.

An employee can insure **only one spouse** at a time. Where an employee has more than one **insurable spouse**, he/she **may** elect in writing, which individual will **qualify** as a spouse under the policy

and this must be filed with **the** employer. If not **filed**, the **spouse** will be **considered** to be the legal spouse, **except** that an individual **who** is residing with or **has been represented** as the husband or wife of the **employee** for **at least one year** will be considered to be the employee's **spouse** for all benefits **except** basic **and** voluntary accidental **insurance**; for **these** benefits, if the employee **is** legally married but is also cohabiting **with an** individual **the spouse** will be **the** individual to whom the employee **is** legally **married**.

The plan does not cover:

- Children working more **than 30** hours a **week**, **unless** they are full-time students; or
- Spouse or children not resident in **Canada** or the **United States**.

Please note that **the** dependent definitions vary for the Accidental Death **and Dismemberment plans**. Please refer to the **Basic** Accidental Death and Dismemberment section for descriptions.

Continuation of Health Benefits for Dependents

If you **die** before **retirement** and your **spouse is eligible** to receive a pension from the company, your **spouse can elect** to continue health benefits on a cost sharing basis or opt **for a reduced** health **care package** at **no** cost.

Beneficiary

You **may** change your designated beneficiary at any time (subject to **any legal** requirements affecting such right), Please note that the beneficiary for your Basic Group Life Insurance will also be the beneficiary for **your Basic** Accidental Death Insurance unless specifically stated otherwise. You **may** assign different beneficiaries for the Optional Group Life **and Optional** Accidental **Death** Insurance benefits. **You** will automatically **be the** beneficiary for **any** other benefits, including **spousal** or dependent benefits.

80

Please ensure that your beneficiary information is up-to-date. Contact Human Resources to obtain a change form or if you have any questions or require additional information on this matter.

Cost-Sharing

The basic group insurance program is cost-shared 50%/50% between employees and the company.

In order to maintain the non-taxable status of Long Term Disability (LTD) benefits to claimants, the employee's portion of the total monthly premium will first be applied to the LTD premium. The balance would be applied to the basic group life insurance premium in order to eliminate or reduce the taxable benefits to employees (i.e., any premium paid by the employer on life insurance coverage is considered taxable income to the employee). The remaining balance, if any, would then be applied to other benefits.

The Optional Group Life, Optional Accidental Death and Dismemberment, Optional Dental Insurance and Critical Choice Care Insurance benefits are completely voluntary and are paid 100% by the employee.

Changes in Insurance Benefits

If your health or dental benefits change because of an amendment to the plan, or because of a change in your age, class, earnings, dependent status, etc., the new benefits become effective on the date the change occurred. When a change results in increased life and/or LTD benefits, you must be actively at work when the new life or LTD benefits become effective; the change will not become effective until you return to work,

Increased life insurance benefits for a dependent confined in a hospital on the date the new benefits become effective will not come into effect until he or she is released from hospital. In any circumstance, payment for services and supplies received before the date of a change in benefits will always be based on plan benefits in effect before the change.

General Limitations

Co-ordination of Benefits

If you or a dependent is entitled to benefits for the same expenses:

1. From this **plan and** some other group insurance **plan**;
2. From this plan **and** any **government** insurance plan;
3. From this plan and any automobile insurance **plan**; or
4. **As** a dependent of both parents under this plan,

benefits will be **co-ordinated** so that **the** total benefits from **all** plans **will** not **exceed** the **expenses** actually incurred.

Please Note:

If you and your spouse are **covered** under **separate** insurance plans, **expenses** for your spouse should be forwarded to **his/her** insurance plan **first**; **any unpaid** balance can then be submitted to this plan, provided you have family coverage, **Expenses** for your dependent children **should** be forwarded to the insurance plan of **the** parent whose month and **day** of birth **falls earlier** in the **year**. **Any** unpaid **expenses** may then be forwarded to **the** other parent's **insurance** plan. If priority is not **established**, benefits will be **pro-rated** between the plans.

Termination

Your health insurance **does** not cover health care, dental **care** and vision **care services** and **supplies** in **the** following situations:

- Injury sustained while **working** for pay or profit other than with **this** employer;
- Illness or injury for which **you** or your dependents **are** covered under **Workers' Compensation** or similar program;
- **Services received** for confinement which is **primarily** for chronic or custodial care;
- **Services** received in a government hospital **unless** you **are** required to **pay** for such services;
- Services to which the **patient is** entitled without **charge**, or for which there would **be** no charge if **there were** no insurance;
- **Services** or portion thereof provided under **any government** sponsored hospital or **medical care** program;
- **Aesthetic surgery** (cosmetic **surgery** for beautification purposes);
- **Services** furnished without **charge** or paid **for** directly or indirectly by any government or for which a government prohibits **payment** of benefits;
- **Services** received from a dental or medical department maintained by the **employer**, a mutual benefit association, **labour** union, **trustee** or **similar** type of **group**;
- **Service**, including part-time or temporary **service**, in the armed **forces** of **any** country;
- Services required due to **war** (declared or undeclared), insurrection, or **participation** in a riot; and
- **Services** required **due** to **any** intentional self-inflicted injury or disease, while **sane** or insane.

Your insurance terminates on the **date**:

1. Your employment **ends***;
2. The group policy terminates;
3. You stop **making** required contributions; or
4. You are **no** longer in an eligible class.

Your dependent's insurance terminates on the date:

1. Your **insurance** terminates;
2. Your dependent is no longer an insurable dependent;
3. You stop making contributions for dependent **coverage**; or
4. You **are** no longer in a class eligible for dependent insurance.

Your LTD and optional insurances will **also** terminate when you reach **age 65**.

- *
- If your employment ends because **of** retirement, injury, sickness, **leave** of absence **or** temporary lay-off, you may be entitled to continued insurance under this **plan**. Your employer will provide **you with the details** on **the types of** insurance if **any**, that **may** be continued and the length of **the extensions** available.

Extended Benefits after Termination

Health Cave- if your insurance terminates **while you** or one of your dependents is totally disabled, your benefit **payments** for that disability will be continued until **the** earliest of the following:

1. The **date** the **disability ends**;
2. **90 days** from the **date** the group **policy** terminates;
3. The **date** you have received benefits for a period **equal** in length to the period for which you **were** insured; or
4. **The** end of the calendar **year next** following **the calendar year** in **which** you or your dependent's insurance terminates.

- *
- If your Health Care Insurance terminates due to termination of the Health Care benefit, **my** benefits payable under this **plan** for **accidental** injuries to natural **teeth** will continue

after termination **as long as** the accident occurred while the Health Care benefit **was** still in force.

Dental Care - If your insurance terminates **due** to termination of **the** Dental **Care** benefit, **any** benefits payable under this plan for accidental injuries to natural teeth **will** continue **after** termination **as** long as the accident occurred while the Dental Care benefit **was** still in force.

Summary

Basic Life Insurance

(Pol. No. 44349 - Underwritten by Great-West Life)

- 300% of your annual **earnings** up to maximum of \$750,000.
- Your amount of basic life insurance will reduce to 25% of **the prior** coverage amount (to a maximum of \$10,000) **at** age 65.

Advanced Death Benefit

(Pol. No. 44349 - Underwritten by Great-West Life)

- Available in an amount **equal to 50%** of the **basis** life insurance or **to the maximum** of \$50,000

Basic Accidental Death and Dismemberment Insurance

(Pol. No. 6994365 - Underwritten by The Citadel Assurance)

Principal sums:

- Equal to your basic life insurance amount (i.e., 300% of your annual **earnings** to a maximum of \$750,000).
- Spouse: \$10,000.
- Each dependent child \$5,000.
- Coverage terminates at **age 65**.

The schedule for **losses** and details are covered in this section under the section Basic Benefit **Coverages** (p. 1.2.2).

Dependent Life Insurance

(Pol. No. 44349 - Underwritten by Great-West Life)

- Spouse: \$10,000.
- Each child: \$5,000.

Health Care Insurance

(Pol. No. 44349 - Underwritten by Great-West Life)

Co-insurance percentage

- Prescription **drugs**: 80% of **eligible expenses**,
- All other **covered expenses**: 100%.

Lifetime Maximum Unlimited

- Hospital **daily** room and board amount: semi-private.
- Private duty nursing maximum in **any** calendar **year**: \$10,000.

Paramedical Covered Expenses (e.g. chiropractor, osteopath, chiropract/podiatrists, etc.)

- For each practitioner in **any** calendar **year**: \$250.
- **X-ray** maximum for **each** practitioner in **any** calendar **year**: \$25.
- Out-of-hospital Psychologist annual maximum: \$250.
- Out-of-hospital **Speech** Therapist annual maximum: \$250.
- Out-of-hospital Physiotherapist annual maximum: \$500.
- Out-of-hospital masseur annual **maximum**: \$250.
- Orthopaedic shoe annual maximum: one **pair**.
- **Hearing aid maximum** (in **any** 3-year period): \$600/ear.
- **Special** transportation **benefit** in **any** calendar **year**: \$500 in province travel, \$1,000 out of province travel.

Vision care Co-Insurance Percentage

- **Visual** training and remedial therapy covered **expenses**: 50%.
- All other covered **expenses**: 100%.

Eye Examinations Maximum

- **One** every 12 months **for** dependents under **18 years** of **age**.
- a One **every** 24 months for **any** other insured person,

Eyeglasses or Contact Lens Maximum

- 12-month period for dependents **under 18 years** of **age** if required due to **a change** in **prescription**: \$150.
- 24-month **period** for **any** other insured person: \$150.
- Contact lenses for special conditions in **any** 24-month period: \$250.

Group Travel Insurance (Including Global Medical Assistance)

(Pol.No. 135435 - Underwritten by Great-WestLife)

- 100% of eligible **expenses**,

Long Term Disability Insurance

(Pol. No. 33683 - Underwritten by Great west Life)

- 60% of your monthly **earnings** up to a maximum of \$10,000

Optional Dental Care

(Pol. No. 135435 - Underwritten by Great-West Life)

- Co-insurance **percentage**: 100 per cent of eligible basic **dental** procedures.
- Endodontic and Periodontic dental **procedures**: 80 per cent co-insurance.
- **Annual** maximum: \$750.

- Expenses will be limited to the maximum fee level of the general practitioners dental fee guide in effect in your province of residence on the date the expense is incurred.

Optional Life Insurance

(Pol.No 44350 - Underwritten by Great-West Life)

- Available to you and/or your spouse in multiples of \$10,000 to a maximum of \$300,000: evidence of insurability is required on all amounts.

Optional Accidental Death and Dismemberment Insurance

(Pol. No. 6994366- Underwritten by The Citadel Assurance)

- Available to employee only or employee and family in multiples of \$10,000 to a maximum of \$300,000.

Critical Choice Care Insurance

(9222968. – Underwritten by The Citadel Assurance)

- Available to you and/or your spouse in multiples of \$10,000 to a maximum of \$100,000: evidence of insurability is required on amounts above \$10,000.

Basic Life Insurance

If you die **while** insured, your beneficiary will be paid the amount of your group **life** insurance, which is **300%** of your annual **earnings** up to a maximum of **\$750,000**. **This** amount reduces to **25%** of the prior **coverage** amount (to a maximum of **\$10,000**) **at age 65**.

Should you become totally disabled (**as defined by the Long Term Disability policy**) while insured and **before** reaching **age 65**, your life insurance will remain in force without premium **payment** to the earlier of recovery or **age 65**. **If any** or **all** of your insurance terminates **at** or before **age 65**, you **may be able** to apply for an individual conversion policy.

Application for an individual conversion **policy** must **be** made within **31 days** after termination of insurance. **During this** period your life insurance under **this plan** will remain in force free of charge.

Information about types of conversion policies **is** available from **Human Resources**.

90

Advanced Death Benefit

Advanced Death Benefits **is part** of our Life Insurance for terminally ill **employees**. Terminally ill **employees** who *are* given a life **expectancy** of 12 months or less can obtain a portion of their life insurance while they are living. **The amount available is** equal to 50% of **your Basic** Life Insurance or a maximum **of \$50,000**. A form for **this** benefit may be obtained from Human Resources **Department**.

Basic Accidental Death and Dismemberment Insurance

Basic Accidental Death and Dismemberment Insurance covers you 24 hours a day, anywhere in the world, for any accident resulting in death, dismemberment, paralysis, loss of use of any limb, loss of speech, hearing, or sight.

If you sustain an injury* which results in one of the following losses**, within 365 days of the accident, a benefit will be paid as a percentage of the principal sum insured. Your principal sum is equal to 300% of your annual earnings to a maximum of \$750,000. Your spouse is covered for \$10,000 and each dependent child is covered for \$5,000. The death benefit is paid to the beneficiary you have named for basic life insurance, unless stated otherwise. With the exception of the Education, Occupational Training, Day-care and Identification benefits, all other benefits for you and all benefits for your spouse and dependent children will be paid to you. This coverage terminates at age 65.

“Spouse” means the individual

1. to whom you are legally married, or
2. to whom you have continuously cohabited and who has been publicly represented as your spouse for a minimum of one year immediately before a loss is incurred under the policy.

Only one individual will qualify as a spouse. If you are legally married but also cohabiting with an individual described in (2), your spouse will be the individual to whom you are legally married.

“Dependent child” means either your legitimate or illegitimate child, adopted child, step-child or a child who is in a parent-child relationship with you. The child is unmarried, dependent upon you for maintenance and support and:

1. under 23 years of age, or
2. under 25 years of age and in attendance at an “institution of higher learning” on a full-time basis, or

3. by reason of mental or physical infirmity, are incapable of self-sustaining employment **and are** totally **dependent** upon the **employee** for **support** within **the** terms of the **Income Tax Act**.

Schedule of losses

For loss of:	Principal Sum
Life	100%
The entire sight of one eye	66 2/3%
Speech	66 2/3%
Hearing in one ear	33 1/3%
All toes of one foot	25%

For loss or loss of use of:

One arm	75%
One leg	75%
One hand	66 2/3%
One foot	66 2/3%
Thumb and index finger or At least four fingers of one hand	33 1/3%

For total paralysis of:

Both upper and lower limbs (Quadriplegia)	200%
Both lower limbs (Paraplegia)	200%
Upper and lower limbs of One side of body (Hemiplegia)	200%

- * Injury means bodily injury **caused** by **an accident** occurring **while** your coverage is in force under **the policy** and resulting directly and **independently of all** other causes in loss covered by the **policy**.

**** "Loss" as used above with reference to:**

hand or foot: means the **Complete** Severance through or above **the** wrist or **ankle** joint, but below the elbow or **knee** joint; **arm or leg**: means the **Complete** Severance **through** or above **the** elbow or **knee** joint; **thumb**: means the Complete Severance of one entire phalanx of the thumb; **finger**: means **the** Complete Severance of **two** entire phalanges of the finger; **toe**: means **the Complete Severance** of one entire **phalanx** of **the big toe and all phalanges** of the other toes; eye: means the Irrecoverable **Loss** of the entire sight thereof; speech: means **the Complete and Irrecoverable** Loss of **the** ability to utter intelligible sounds; hearing: means the Complete and Irrecoverable Loss of hearing; quadriplegia, paraplegia, and hemiplegia: means the Complete and Irreversible Paralysis of such Limbs; **loss of use**: means the Total and Irrecoverable **Loss** of Use, provided **the** loss is continuous for **12** consecutive months and such Loss of Use is determined to be Permanent at **the** end of such **period**.

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

1. with **the** exception of quadriplegia, **paraplegia** and **hemiplegia**, the Principal **Sum**.
2. with **respect** to **quadriplegia, paraplegia** and **hemiplegia**, **Two Times** the Principal **Sum**, or the Principal Sum if Loss of Life occurs within **90 days after** the date of the accident.

In no event **will** indemnity **payable** for all Losses under **this** section **exceed**, in the aggregate, Two Times **the** Principal **Sum** as the result of **the** same accident.

Permanent Total Disability

When, **as the** result of **injury** occurring **prior** to **age sixty-five** (65), you become totally disabled within **365** days of the date of the accident and **are** prevented from **engaging** in each and **every** occupation or **employment** for compensation or profit for which you

are or may become reasonably qualified, the insurer **will** pay in one sum, provided such disability **has** continued for a period of **twelve** consecutive months and **is total** and permanent **at** the end of the period, the Principal **sum, less any** other amount **paid or payable** under the Schedule of Losses **as** the result of the same accident.

Repatriation

If you or **an insured** dependent sustains accidental loss of life which becomes payable under the **plan, costs to prepare** and transport the body to the normal **place** of residence, **up to \$10,000**, are **payable** by the **plan**, provided the death occurs **at least 50 kilometres** from home,

Rehabilitation

If you sustain **a** loss listed in the schedule of **losses** which becomes payable, this benefit will refund expenses incurred for your training in a special occupation during the **three-year** period following the loss, to **a** maximum of \$10,000. No payment will be made for room, board or other ordinary **living**, travelling or clothing **expenses**.

Occupational Training

If you **sustain** accidental **loss** of life which becomes **payable**, **this** benefit will refund **expenses** incurred for your **spouse** while **engaging** in **a** formal occupational training program **in** order to **upgrade** employment qualifications, to a maximum of \$10,000 within three years following the date of your death. No payment will be made for room, board or other **ordinary** living, travelling or clothing **expenses**.

Family Transportation'

If **any** loss **covered** under the **program** confines you or **your** insured dependent(s) to a hospital (**or**, if any injury confines **you** or **your** insured dependent(s) to a hospital for at least four **days**) and

**** The benefits marked with * will be payable under either the basic or optional accident policies, but not both.**

such hospital is located more than 150 km from normal residence, this benefit will refund **expenses** incurred by a member of your immediate **family** for hotel accommodation and transportation (via the most direct route) to the hospital **bedside**, up to a maximum of \$1,000. **Private** transportation **expenses are** limited to a \$0.20 per km travelled.

Identification*

If you or an insured dependent sustains **accidental loss** of life, and the police require the identification of **the** body by a member of the immediate family, and indemnity for loss of life subsequently becomes **payable** under the policy, the **plan** will reimburse the reasonable expenses incurred by such **family** member for:

1. Accommodation **and** board (up to a maximum of three consecutive nights) while en route and/or during the **stay** in **the** city or town where the body is located, and
2. Transportation via the most direct route to **this** location, provided **this** location is not less than 150 km **from** the **family** member's usual residence.

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

Home and Vehicle Alteration"

If you or your insured dependent(s) **sustains** the loss of or loss of use of both **feet** or **legs** or becomes quadriplegic, **paraplegic** or **hemiplegic**, for which indemnity **is payable** under the policy, **and** subsequently requires the **use** of a **wheelchair** to be ambulatory, reasonable and necessary **expenses** actually incurred **within** three **years of the** date of the accident causing such loss will be paid for: the cost of alterations to **your** principal **residence** and/or the cost of modifications to 1 motor vehicle utilized by you or an insured dependent, when such modifications are approved

*** The benefits marked with * will be payable under either the basic or optional accident policies, but not both,**

by licensing authorities where required for making them wheelchair accessible,

Payment by the insurer for the total of all **expenses** incurred by or **for any** insured person will not **exceed** \$10,000 as the **result** of **any** one accident.

Seat Belt

If, at the time of **the** accident, you or your insured dependent(s) **were** wearing a properly fastened seat belt and driving or riding in a vehicle driven by a driver who **was** neither **intoxicated** nor under the **influence** of drugs (unless taken as prescribed by a physician), and a loss becomes **payable** under the program, the **applicable** amount of Principal Sum will be increased by 10 per cent.

“Intoxicated” and “being under the influence of **drugs**” is **as defined by** the jurisdiction in which the accident occurs.

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

Child Education

If **you** sustain accidental loss of life which becomes payable under **the** program, **up to 5%** of your **principal** sum (maximum of \$5,000 which is in combination **with** the education benefit maximum provided in the Optional Accidental Death & Dismemberment Policy **No. 6994366**) will be **payable** for each qualifying dependent child for post-secondary education expenses provided the child:

1. is already enrolled full-time in **an education** program or
2. is at a secondary school level but will enroll **as a** full-time student in a post-secondary education program within 365 days of your death.

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

If your dependent child **satisfies the** above requirements, **any** benefits **payable** will be **paid** to such child.

If none of your dependent children **satisfy** the above requirements, or the requirements under “**Day Care**”, **an** amount of **\$2,500** is **payable** to your beneficiary under one (1) of the policies **issued** to your employer by **The Citadel**.

Day Care

If you **sustain accidental loss of life** which becomes **payable** under the policy, **up to 5%** of your Principal Sum (maximum **\$5,000**), which in combination with the **Day-care benefit** provided in the Optional Accidental Death and Dismemberment insurance, Policy No. **6994366**, is payable for **each** of your dependent children **provided** the child:

1. **Is** enrolled in a **legally** licensed **day-care** centre on **the** date of the accident; or
2. Enrolls in a legally licensed **day-care** centre within **365 days** of **the** date of **your death**; and
3. Is under **13 years** of **age**.

This **benefit** is **payable** annually for **each year** (up to four consecutive years) that **the dependent** child continues to be enrolled in a legally licensed **day-care** centre; but payment **is** not made for expenses incurred prior to your death, nor for room, board or other **ordinary** living, travelling or clothing **expenses**.

If none of your **dependent** children **satisfy the above** requirements, or **the** requirements **under** “**Child Education**”, **the** insurer will **pay an** amount of **\$2,500** under **one of the policies issued** to **your** employer by **The Citadel**.

Hospital Indemnity

If **any** loss **payable under** the program confines **you** or your insured dependent(s) to a hospital or if **any** injury confines **you** or

your insured dependent(s) to a hospital for a period of at least four **days**, and such person is under the care of a physician, you **will** receive a daily benefit* of 1130th of 1% of the insured person's **Principal Sum**, from the first **day** of hospitalization, to a maximum of \$2,500 per month and for a maximum duration of **365 days** per **injury**. The \$2,500 maximum is in combination with the Hospital Indemnity Benefit **maximum** provided under your Optional Accidental Death and Dismemberment Program, Policy No, 6994366.

If a particular condition **causes** more than **one period of** hospitalization due to the same or **related** causes, then the **maximum** benefit (**365** days in a hospital) will be reinstated, provided a **period** of **183 days has elapsed** between **periods** of hospitalization.

* The Daily Benefit under **the** Optional Accidental Death & Dismemberment plan is 1130th of 1% of the Insured Employee's **Principal Sum**.

Waiver of Premium

If, due to disability, **your Basic** Group Life premiums are waived, you and your insured dependent(s) premiums under this **program** will automatically be waived.

Your amount of insurance cannot be increased **while** on Waiver.

Exclusions

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

- Intentionally self-inflicted injury while sane or self-inflicted injury **while** insane;
- Declared or undeclared war or **any** act thereof;
- **Active** full-time service in the armed forces **of any** country;
- Riding **as a passenger** or **otherwise** in **any** vehicle or device for aerial navigation not certified **as airworthy** and/or

piloted by a person not licensed to pilot such vehicle or device; or riding as pilot, operator, or member of the crew in **any** vehicle or **device** for **aerial** navigation.

100

Dependant Life Insurance

If your **spouse** or dependent child **dies**, Great-West Life will **pay you** the amount for which **he or she was** insured.

Should you become **totally disabled** (as defined by the Long Term Disability policy) while **insured and** before reaching **age 65**, your dependent life insurance **will** remain in force without **premium payment** to the **earlier** of recovery or **age 65**.

If your spouse's insurance terminates at or before **age 65**, your **spouse** may **be able to apply** for an individual conversion policy. Application for **an** individual conversion policy must be made within **31 days after** termination of insurance. During this period your spouse's life insurance under **this plan will** remain in force **free** of charge. **Information** about types of conversion policies is available from **Human Resources**.

Health Care Insurance

Health Care Insurance covers you for the cost of those **medically** necessary **services** and supplies for which there is **only** partial or no reimbursement from the **provincial** health plans. It covers **only** those **expenses** which are considered reasonable and customary for the **service** provided in the **area** where **the expenses** are incurred.

Great-West Life pays **80%** of covered **expenses** for **prescription drugs** and **100%** of all other covered **expenses**.

The following services and supplies are covered by your **Health Care** Insurance where permitted by law and to the **extent** they are not covered under your Provincial **Medicare** Plan:

Hospital Expenses

- Regular hospital room and board up to the daily charge for **semi-private** care.
- **Charges** for confinement in **an Intensive Care Unit**.
- Convalescent hospital care up to the daily **charge** for a semi-private room but **only** if **the** confinement is:
 - Recommended by your doctor; and
 - Follows a **three-day** confinement in a hospital **as** a registered bed-patient and **is** for the **same** condition,
- Other hospital services and supplies.

Medical Expenses

- Doctors' **services** for treatment provided outside your province or country of residence,
- **Radioactive** materials.
- **Oxygen**.
- Blood products and transfusions.

- Ambulance transportation to and from the nearest centre where adequate treatment is available (including licensed air ambulance).
- Injectable drugs when administered by a doctor for which no non-injectable alternative is available.
- Out-of-hospital treatment of accidental injury to natural teeth reported within 6 months after the accident.

Transportation Services

This plan will cover special transportation services by a professional ambulance, railroad, boat, airline, private automobile or licensed air ambulance to and **from the** nearest centre where medical treatment by a specialist **and/or** hospital is available. Non-emergency treatment must be through written referral by the attending physician **and** written confirmation from the specialist **and/or** hospital must **be provided**. Transportation **for** physiotherapy performed in or out of a hospital and up to two post-operative visits following emergency surgery when requested by the **specialist is** also covered.

If a private vehicle is **used**, **Great-West** Life will **pay** the lesser of the actual expense incurred or **\$0.28 per** kilometre, **only** if the distance travelled is at least 50 kilometres or 100 kilometres round trip by the most direct route,

Benefits for such expenses (excluding service **and** expenses for cosmetic purposes, meals or accommodations) cannot **exceed** \$500 in-province and \$1,000 out-of-province per **year**.

This plan also provides for **an** additional benefit of \$500 in-province **and** \$1,000 out-of -province **per year** for **an escort** to travel with the person if **deemed** “medically” necessary **by the attending physician**, If the patient is a dependent under 18, a parent may be considered an **escort**,

Medical Supplies

Rental or, at the **insurer's** discretion, purchase of the following supplies, **appliances and** prosthetic **devices prescribed** by a doctor **are covered:**

- Standard **hospital** beds (excluding electric hospital beds), bed rails and **trapeze** bars;
- Standard wheelchairs (excluding **electric** wheelchairs, **except** for quadriplegics); splints (excluding dental splints), canes, **walkers**, crutches, **casts**, and **trusses**;
- Orthotic appliances which are specifically designed **and** constructed for the patient;
- Jobst sleeves for lymphoedema following mastectomy, Jobst burn garments and Jobst **support hose**;
- **Braces** or medical corsets with rigid supports (excluding lumbar supports);
- Orthopaedic **shoes**, if an integral **part** of a brace;
- **Stump** socks, shoulder **harnesses**, head halters, traction apparatus and **cervical** collars;
- Colostomy **apparatus**, ileostomy apparatus and catheters;
- Enuretic devices;
- PUVA therapy for psoriasis, when **administered** by a dermatologist;
- Intermittent positive pressure breathing machine;
- Aerosol equipment, **mist** tents and **nebulizers** for cystic fibrosis, **acute** emphysema, chronic obstructive bronchitis, or chronic asthma;
- **Apnea** monitors for **respiratory** dysrhythmias;
- Iron lung;
- **Artificial** eyes, including repairs;
- One pair of eyeglasses or contact lenses following **cataract** surgery;

- Artificial limbs (including repairs and replacement but **excluding** myoelectrical limbs);
- **External** breast prostheses, once per calendar year, post-mastectomy;
- Transcutaneous nerve stimulator for up to **six** months;
- **Non-union** bone stimulators;
- Pacemakers;
- Enteral nutrition **when determined** medically necessary by the attending **physician**;
- Prefabricated arch **supports** and similar podiatric supplies to a maximum of \$75 in **any** calendar **year**;
- Insulin, insulin syringe, alcohol **swabs** and **testing** supplies for diabetics (excluding **supplies sold** with blood glucose monitoring **machines**);
- One **wig** per calendar year when **required as a** result of medical treatment or a medical condition;
- One pair of **specially** designed orthopaedic shoes, prescribed by a doctor, in **any** calendar **year**;
- **Burn** pressure garments to a maximum of \$500 per calendar **year**;
- Hearing aids (excluding batteries and repairs) **prescribed** by an **Ear, Nose** and Throat Specialist. **Benefits for these expenses are** limited to \$600 **per ear** in any **three-year** period;
- For **an** insulin dependent diabetic **only**, diabetic equipment, limited to insulin **infusion** pumps, and **supplies to a** lifetime maximum of \$800 for **the equipment and a** calendar year maximum of \$50 for the supplies; and
- Up to \$300 per **insured** person's lifetime for the purchase of a **glucometer and** up to \$700 **per calendar year** for **the** supplies.

Nursing Care

In or out-of-hospital services of a **registered nurse**, member of the Victorian Order of **Nurses**, licensed practical nurse, or **registered nursing assistant** on the recommendation of a **physician**. Benefits are limited to \$10,000 for all services in **any** calendar year. No benefits are paid for **services** provided by a member of your family, persons who **ordinarily** reside in your house, or the regular nursing staff of the hospital in **which** the patient is confined, Services, which do not require the specific skills of a registered nurse, licensed practical nurse, or registered assistant, are not eligible for coverage.

Drugs and Medicines

The plan covers 80% of “**eligible**” expenses for **drugs and medicines** requiring the written **prescription** of a doctor and **dispensed** by a **licensed** pharmacist. “**Eligible**” expenses are further described as follows:

Mandatory Generic Pricing

Since the plan **has** a mandatory generic **pricing** policy, **expenses** are covered at 80% of the lowest cost item in a drug category. Should a physician **prescribe** a higher priced item and write “no substitution” on the prescription, the individual **will** be responsible for the difference in the cost of **the** brand name drug **dispensed** and the lowest cost **drug** in that category plus **the** 20% co-insurance.

New Product Restriction (also referred to as “Managed Care”)

New products **will only** be added to the list of covered drugs once it has been determined that **they have** specific therapeutic value over and above existing drugs on the **list**.

Over-the-Counter Products

Coverage for over-the-counter products is restricted **primarily** to life-sustaining products only.

Benefit Exclusions

No benefits are paid for smoking cessation products, contact lens supplies, vitamins, food or food product, **skin** and hair care products, oral contraceptives, contraceptive devices, laxatives, antacids and antihistamines, disinfectants, acne therapy, vaccines, **etc.** (A complete list is contained in the Master Policy.)

Individuals **requiring** prescription medications, which **are** not on the **drug** list or requiring brand **name drugs** where there are less expensive generics, will be **eligible** for special consideration on an individual basis.

The following is a summary of **the appeal process involving** coverage of non-generic prescription drugs,

The request for **special authorization**, signed by the attending physician, must include the following **information**:

- Employee name and **address**, patient name, date of birth, telephone number, **group policy** number (44349), and employee identification number.
- Physician's name and **address**, telephone number, and **fax** number.
- Name of prescription **drug**, dosage and quantity, specific clinical and diagnostic **evidence supporting** the **use of this** medication.
- Description and results of **previous** treatment **program**, reasons **why special authorization should be considered**.

Special authorization forms **are available** from Human **Resources** Department or the Human **Resources** Forms online and **may** be mailed or **faxed** to the following address

Great-West Life (Special Authorization)
Group Health Benefits Department
P. O. Box 6000
Winnipeg, MB R3C 3A5
Fax 204-946-7838

Once **coverage** is approved, a letter **will** be sent to **the** attending physician **with** a **copy** to the employee/patient. Future claims for that person may be made with **the** direct-pay drug *card*, if **acceptable** to the pharmacy.

Paramedical Practitioners

The **following** services of Paramedical Practitioners are covered:

- Services of a chiropractor, osteopath, chiropodist/podiatrist or naturopath, Benefits **are** limited to \$250 **per** practitioner and \$25 **for** chiropractic **x-rays** in **any** calendar **year**;
- Out-of-hospital **services** of a **physiotherapist** up to a maximum of \$500 for **all** **visits** in **any** calendar year;
- Out-of-hospital service of a psychologist up to a **maximum** of \$250 in any calendar **year**;
- Out-of-hospital **services** of a **speech** therapist for correction of **speech** impairments. Benefits **are** limited to \$250 for **all** visits in any calendar year; **and**
- Out-of-hospital **services** of a licensed masseur up to a maximum of \$250 for **all** visits in **any** calendar **year**,

Please Note:

No benefits will be **paid** for treatment by a paramedical practitioner for which **the** provincial medical **plan** of **your** home **covers** a **portion** of the charge until after the provincial health plan has paid out its maximum benefit.

Pregnancy

Claims related **to** pregnancy **are covered** according to all provisions of **the** benefits **plan**. This would include prescriptions, hospitalization, transportation, etc.

Benefit limitations

In addition to the limitations outlined in the **General Limitations** section in this booklet, no **benefits** are **paid** for the following:

- Services not listed as covered **expenses**;
- **Delivery** and transportation charges;
- Services and **supplies** which **are** required for recreation or **sports** but **which** are not **medically necessary** for regular activities;
- In-patient admission charges, hospital user **fee** or out-patient visit **charges** made **by** the **insured**'s home province; and
- **Services** and supplies received during a **period** of **hospital** confinement which **began** before your insurance became effective.

Vision Care Insurance

Vision Care Insurance **provides coverage** for **the cost** of vision **services and supplies** rendered or **prescribed** by an ophthalmologist or an optometrist, Vision Care Insurance covers **only** those **expenses** which are considered reasonable **and** customary for the service **provided** in **the area** where the **expenses** are incurred.

Covered Expenses

- Visual training or remedial **therapy** to **correct** faulty visual **skills** but **only** for residents of a province in which the Medical **Care Insurance Plan** does not cover **these** services in whole or in part. Great-West **Life** pays 50% of these covered **expenses**.
- Eye **examinations** (including refractions) but **only** for residents of a province in **which** the Medical Care Insurance Plan **does not cover these services** in whole or in part. Benefits for **these** expenses are limited to one **exam** in **any** 12-month period for dependent children under the **age of 18** and **any 24-month period** for **all** others.

- Eyeglass frames and lenses (or contact **lenses** selected in place of lenses and frames). Benefits for **these** expenses are **limited** to \$150 in **any** 12-month period for **dependent children** under the age of 18, **if** required due to a change in prescription, **and any** 24-month period for all others from **the** date of **purchase**.
- Contact **lenses** which are prescribed **because** the regular surface of the lens of **the** eye (**the** cornea) is impaired in some way and visual acuity *cannot* be improved to at least the 20/40 level in the better **eye** with ordinary eyeglasses. Benefits for these **expenses** are limited to a lifetime maximum of \$250.

Benefit Limitations

In addition to the limitations outlined in the General Limitations in this booklet, no benefits are paid for the following:

1. **Services** and **supplies** required for an **employer** as a condition of employment; and
2. Sunglasses or safety **glasses**.

Out-of-Province Coverage

The health insurance part of **this plan** provides coverage for **expenses** incurred outside your home **province** when:

1. **You** or **your** dependent **is temporarily** out-of-province on business or vacation or for educational or training **purposes** **and the expenses arise as a result of an emergency** or unexpected sudden illness; or
2. The **required** medical treatment is not readily available in your home **province**.

It **is suggested** that you submit a treatment plan to **Great-West Life** so they can let you know the **amount** payable before **you** incur **the expense**. If the medical treatment **is** readily available elsewhere in Canada but you **seek** treatment outside Canada, no **benefits** will be paid.

What is BCE Emergis Inc. Service?

Employees who **have** had to submit a health care **expense** claim by using the **paper** form **instead** of using a drug card **may be** wondering **why** their reimbursement payment is printed on a cheque from a company called BCE Emergis **Inc.**, **Assure** Health Division. Great-West **Life** provides direct-to-pharmacy drug benefits through a **Canadian** Company called BCE **Emergis** Inc. **Assure** Health Division. This company assists Great-West **Life** with **processing** health care claims through their networking system. This **system** offers **shared** access to a national communications network that links **insurance carriers** and providers of health care **services**.

Through Assure Health, pharmacies are able to submit claims and receive payment electronically using a card (such as the **drug** card provided to you), **Assure** Health also has a paper-based system to reimburse pharmacies that **are** not electronically connected.

What happens when I use my drug card?

- Upon submission of your drug card to the pharmacist, eligibility is verified electronically and **service coverage is** confirmed;
- Deductible, co-payment percentages **and** (where applicable) **plan** maximums **are** applied; then
- You **pay** your portion to the pharmacist.

What happens if I do not use my drug card?

- You can **pay** 100% of **the cost** of your prescription at the counter of your **pharmacy**. **Retain** full receipts and submit **these** with a completed Health **Care Expense** Statement. You **may** send your claim statement to Human Resources for courier **service** to **Great-West** Life or, if you choose, by direct mail to Great-West Life in one of their self-addressed **envelopes**;
- Great-West Life will forward your prescription **drug** claims to **Assure** Health.

- **Assure Health verifies** eligibility of the claim and reimburses the **employee 80%** of the **generic** drug cost by **issuing a cheque which is sent to the employee's home mailing address,**

Remember, **BCE Emergis Inc., Assure Health Division** is a **company set up to electronically process your prescriptions** by the **use of a drug card**, therefore, **paper-based drug claims will take longer** for reimbursement. **All other claims** not relating to **prescription drugs are paid** directly by **Great-West Life.**

If you **have any** questions or concerns about **the BCE Emergis system**, please contact Human Resource, at **737-2843**. Other **areas** of concern regarding claims may be directed to Great-West Life at their **toll-free number: 1-800-957-9777**. Providing health **policy** number 44349 and your **employee number will** speed up **your** inquiry.

The **Group** Travel Plan covers a wide range of emergency **only** **benefits** that may be required as a result of **an** accident or unexpected illness **incurred** outside **your** home province. Subject to **the** maximum amounts indicated below, the plan pays 100% of the **eligible expense** to a lifetime maximum of \$1,000,000, **less** the amount **allowed** under **any** government health **plan**.

- Hospital **accommodation**: the cost of hospital room accommodation (not **a suite**) and medically necessary inpatient/outpatient **services**.
- Doctor's bills: customary **charges** by physicians and **surgeons** for services rendered.
- Wheelchairs (excluding electric wheelchairs, **except** for quadriplegics) and **canes**: rental charges for these items when required due to **an** accident or sudden illness when ordered by a **physician**. These **items** must be incurred outside the province **of** residence to **qualify as** benefit items.
- **Registered** private nursing: charges for private nursing when ordered by **an attending** physician,
- Ambulance: charges for **normal** ambulance service including air-ambulance and evacuation **to** and from **the** nearest qualified medical facility.
- Medical evacuation: if you or **a** dependent is critically ill or **injured** and suitable local care is not available, the plan covers **the** cost of medical **evacuation** including transportation and medical care en route to **a** hospital in Canada or to the nearest **suitable** hospital.
- Diagnostic services: **charges** for laboratory services **for** X-rays when ordered by **the** attending physician.
- Paramedical services: **charges** made by a licensed chiropractor, **osteopath**, chiropodist, **podiatrist** and physiotherapist, up to the **usual** and **customary fee** **excluding x-rays**.

- Prescriptions: charges for **drugs, serums** and injectables **purchased** on **the** prescription of **a** physician (vitamins, patent and **proprietary drugs excluded**).
- Dental: **up** to \$1,000 Canadian for dental **treatment** necessitated **by** a direct **accidental blow to** the mouth, Such treatment must be rendered or reported and **approved** within **180 days** of the accident and be supported by details of the accident.
- Trip delay: the plan covers the cost of comparable **return** transportation to Canada if you or a dependent and a travelling companion **miss prearranged**, prepaid return transportation **because** of hospital confinement,
- Return **of** unaccompanied minor children: if you or a **dependent** is hospitalized or dies, leaving unaccompanied minor children **who** travelled **from** Canada, the plan will **pay return** transportation to Canada for the children and an escort when necessary.
- Return of **deceased**: if **you** or a dependent dies outside Canada, the plan also pays for the preparation and transportation of the deceased to Canada (excluding the cost of a coffin).
- **Vehicle** return: if you or a **dependent** is unable **to drive** due **to sickness** or injury, **the plan** will **pay the costs** of returning a private or rental vehicle, home or **to** nearest **appropriate vehicle rental agency**, to a **maximum** of \$1,000.
- Meals and accommodation: if you or a dependent is hospitalized **while** travelling with a companion outside Canada, the plan will **pay extra** costs for moderate **quality** lodgings and meals incurred when **the return trip is delayed** due to the **medical** condition of you or your **dependents**. Benefits will be **paid** up to a maximum of \$1,500.
- Transportation to **visit** the covered person: if you or a dependent is alone and confined to hospital for **more than seven days** while **travelling** outside Canada, or has died and the attending **physician** advised a family member be with

the patient, **the plan will pay** for one round-trip **economy** class **for one family member**, Benefits will also be **paid** for moderate quality lodgings for the family member up to a maximum of \$1,500.

Emergency and Payment Assistance

- Emergency hot line: the services of a 24-hour emergency **hot line are available** to participants who **need** assistance while travelling. By telephoning **the** appropriate number on your Global Medical **Assistance** Card when a medical **emergency** occurs, coverage will be confirmed to the hospital or physician. Payment of medical **expenses will** be arranged or co-ordinated on behalf of the participant.
- Medical assistance: the **patient may** call for a list of hospitals or medical facilities and arrangements will be **made** for;
 - Advice from a **qualified physician**;
 - Medical follow-up of the **patient's** condition and communication with **the subscriber and family**;
 - Return home or transfer of patient if medically permissible; and
 - Transportation of a family member to the patient's bedside or to identify the deceased.
- Non-medical **assistance**: the patient **may** call to obtain;
 - **An emergency response in any major language**;
 - **Emergency assistance** in contacting the family or business; and
 - Referral to **legal** counsel.

Please Note:

Eligible lodging **expenses** include room charges, reasonable meal charges, telephone calls, taxi fares **and car rental charges**

for transportation to and from the **hospital**. Great-West Life **is** not responsible for **the** availability, quantity, quality or results of **any** medical treatment received by you or **a** dependent or for unsuccessful attempts by you or a dependent to obtain medical **services**. When **insurance terminates**, **return** your identification card(s) to your employer.

Long Term Disability

Long Term Disability Insurance (LTD) provides you with a percentage of your regular income to replace salary lost because of a lengthy disability due to accident or sickness.

Initial Assessment Period

Benefits commence after you have been disabled for more than 105 consecutive days (called the elimination or waiting period).

The plan has an initial assessment period of 24 months following the elimination or waiting period. During this period, you are considered disabled if, because of disease or injury, you are unable to perform the duties of your own job that normally take at least 60 % of the time to complete. Duties, which are essential to each other, are considered together.

Your claim will be continually assessed during this initial assessment period by comparing your medical limitations to the requirements of your job. The frequency of the medical reviews will depend on the nature of the condition and the treatment you are receiving.

Subsequent Assessment Period

If your disability lasts beyond the Initial Assessment Period of twenty-four (24) months, you will qualify for continuing benefits if disease or injury prevents you from being gainfully employed.

Gainful employment is defined as work:

- That you are medically able to perform;
- For which you have at least the minimum qualifications;
- That provide income of at least 60% of your pre-disability monthly earnings (indexed);
- That exists in the province where you worked when you became disabled or where you currently live.

Please note:

The availability of **work** is not considered in assessing disability.

Amount of Monthly LTD Benefit

The plan will provide you with a monthly benefit, **before** co-ordination **with other** income, of **60% of** your regular monthly salary, to a maximum benefit of \$10,000 **per** month,

Your LTD Insurance **payments** will be reduced by **any** amount payable from:

- **Workers'** Compensation or similar program;
- The Canada or Quebec pension Plan (primary benefits)
- **Any** employment; or
- Other disability or retirement income available through employment.

Total income **from** all **sources**, including **your LTD** benefit under this **plan** and your **rehabilitative** employment income, cannot **exceed** 100% of your **pre-disability** income.

As such, earnings from approved rehabilitation **are considered only** if those earnings, together with income from the **plan** and other **specified** income, **exceed** 100% of your **indexed pre-disability** income.

Please Note:

Once **benefits** commence under **this plan**, your LTD **benefit** will not be **further** reduced by any increases in your Canada or Quebec Pension Plan benefits which result from an **increase** in the Pension **Index**.

Recurrence of Disability

If you return to **work** after a period of total disability, any subsequent **period** of total disability **will be** considered a

continuation of the previous one if **it arises from the** same disease **or** injury and starts within **six months** after the previous disability ended, In the event you have completed a rehabilitation program, the recurrence provision will be extended to **24 months**,

If a period of total disability is considered **to be** a continuation of a previous **period**, benefits will be **resumed** in the same manner but without the application of another elimination **period**.

Rehabilitation Feature

If **you** are not capable of returning to **work** because of disability-related barriers, the services of a rehabilitation consultant may **be** made available to you. Should it be determined that you may **qualify** for rehabilitation assistance, **you will** be contacted and the **process** fully explained at that time, The plan **will pay** for authorized rehabilitation **expenses** (to a **prescribed** maximum) **during** a **period** of disability.

Benefit Provision

To **qualify** for LTD **benefits**, **you** need not be confined to your home, but you must be under the continuous care and personal attention of a medical doctor.

While receiving benefits, you are not required to **pay** premiums on **your** LTD insurance, The monthly benefit is **not** taxable for income **tax** purposes, since **you pay 100%** of **the** LTD premium when **you are** not disabled.

· This plan **provides coverage** for disability resulting from **an accident** or sickness, including mental **disease** or derangement such as **psychosis**, psychoneurosis, emotional disorders, personality problems, behavioural disorders or anxiety reactions **for** which continuous treatment is received **from** a physician who **is** certified in **psychiatry**.

LTD and Workers' Compensation

You may be eligible for Workers' Compensation benefits if you are injured on the job, If **your benefits** from **Workers' Compensation** **are** reduced or terminated and you are still disabled, you **may** be eligible to receive **LTD** benefits from this plan.

In order to be eligible for **LTD** benefits from the **same** injury a **LTD** claim must be filed within a **specific** time **period**, If you are **accepted** for **LTD** **while** on **Workers' Compensation**, you **may** not **receive** **LTD** benefits because **Workers' Compensation** **benefits are** a direct offset to **LTD** benefits. **An** accepted **LTD** claim offers you added protection in the event your **Workers' Compensation** benefits are either reduced or **terminated**.

If your **LTD** claim **is** **accepted** in accordance with the definition of disability under this **plan**, you will not **be** required to **pay** **premiums** for this insurance, If your **LTD** claim **is** not accepted, you will **have** to **pay** the **LTD** premiums if you want this coverage to remain in effect **as long as** you **are** on **Workers' Compensation**, Furthermore, in order to maintain non-taxable status for **LTD** benefits, **the** premiums must be **100%** **paid by** the **employee**,

Benefit Limitation

No benefits **will** be **paid** for:

- Disability periods that **begin** before your insurance starts or **after** it ends.
- **Any** period of disability **after** you fail to participate or cooperate in a rehabilitation **plan** or program **that** has been recommended or **approved** by Great-West Life,
- **Any** period in **which** you do not participate or cooperate in a reasonable and customary treatment program for your disability.
 - Depending on the severity of the condition, the **plan** may require you to **be** under the care of a specialist.
 - **If** substance abuse **contributes** to your disability, your treatment program must include **participation** in a **cognized** substance **abuse** withdrawal program.

- The scheduled duration of any **lay-off** or leave of **absence** including maternity **leave** (maternity **leave** is considered to begin on the earlier of the date **agreed** upon by **you** and your employer or the **date** of birth).
- **Any** 12-month period in which you do **not** live in **Canada** for at **least 6 of** those months.
- **A period** of confinement **in** a prison or similar institution.
- Disability arising from **war**, insurrection, or voluntary participation in **a riot**.

Conversion Privilege

If you change jobs, **you may apply** for an individual LTD **policy** (one of the **standard** conversion policies offered by Great-West Life), without taking a medical **examination**. You must apply within **one** month of the date **you** start your **new job**, **however**, and you **must start** your **new job** within **six** months of the **date** you **leave** your **present** one.

Benefits

Optional Coverages

Optional Dental Coverage

Dental Care Insurance provides **coverage** for **the** cost of dental services which are often significant and unexpected. To be considered a covered **expense**, the charge for a particular **service** must be **reasonable** and customary for the service provided in the **area** where the **expense** is incurred and will be limited to the maximum **fee** level of the dental fee guide in effect in your province of residence on the **date the expense** is incurred,

Dental **Care** Insurance **covers** necessary dental treatment by a dentist or physician or by other qualified personnel under **the** direct **supervision** of the dental or **medical profession** (e.g. dental assistants and dental hygienists) and will **also cover services** rendered **by** dental specialists and **by** dental mechanics, denturologists, denturists and denture therapists where they **are** permitted **by law** to deal directly with the public. If **there** is no fee **schedule** for these practitioners in **your** province, payment will be based on the **appropriate** General Practitioners' schedule.

The **plan** covers endodontic and periodontal expenses at 80%, **all** other eligible dental expenses **are** covered at 100%. Benefits **are** limited to \$750 for **all** covered expenses for any one **family** member in **any** calendar year. The **coverage ends at age 65**.

Treatment Plan

Before starting a treatment, your **dentist** will, upon request, **prepare a** "treatment plan" — **a written** report describing a recommendation **as to necessary treatment and cost**. It **is suggested** you submit **a** treatment plan to the insurer before treatment **starts** for any dental treatment **expected to cost** more than \$200. **A** predetermination of the benefits payable **for the proposed** treatment **will** then be calculated **so** you know in **advance** the portion of the cost **you will have** to pay. **Any** predetermination of benefits **is** valid for **90 days after** issuance.

Covered Expenses

The following items **are** considered routine treatment and are covered **expenses** under this plan:

- Recall examinations, cleaning **and** scaling of teeth, each limited to once **every 5** consecutive months;
- **Full-mouth** series of **x-rays** and panoramic **x-rays**, and bite-wing **x-rays** each limited to once **every 12** consecutive months;
- Complete oral examinations, limited to once every **36** consecutive months;
- Oral hygiene instruction;
- Emergency examination;
- Topical application of fluoride solutions; and **supervised** fluoride brushin, self-administered, limited to once every **5** months;
- Removal of carious lesions;
- Amalgam, silicate, acrylic and composite restorations, including pin reinforcement;
- U Diagnostic **x-ray** and laboratory procedures, including diagnostic photos, **and excluding** diagnostic casts;
- Occlusal adjustment and equilibration **limited to 8** units of time in **any 12-month period**;
- **Anaesthesia required** in **relation** to dental surgery;
- **Professional** visits limited to house **calls**, institutional calls **and** office visits after regularly scheduled hours;
- Consultations required by the attending dentist, including treatment planning;
- Interproximal discing of **teeth**;
- Tracing of **x-rays**;

- Stainless steel crowns;
- Dental **surgery**: extractions and surgical removal of teeth and residual **roots**, fibrotomy, surgical exposure, transplantation, alveoplasty, gingivoplasty, osteoplasty, frenectomy, surgical **excision** of **cysts** and tumours, incision **and** drainage of **abscesses**, treatment of fractures - simple open reduction **and** closed **reduction**, antrum **lavage**, closure of oro-antral fistula, except following nasal antrostomy, recovery of dental root or foreign body **from** antrum, post-surgical care, therapeutic drug injections provided **by** a dentist.
- Endodontic **services**: **pulp capping**, **vital** pulpotomy, root canal therapy and apexification, periapical services including **root** amputation, gingival curettage, alveolectomy, hemisection, **chemical** bleaching, intentional removal, **apical** filling and reimplantation, emergency procedures;
- Periodontal services: application of displacement dressing, management of acute **infections and** other oral lesions, tooth desensitization, gingival **curettage**, gingivectomy, osseous surgery, **osseous grafts**, soft **tissue grafts**, vestibuloplasty, post-surgical treatment, provisional splinting, periodontal scaling and root planing, special periodontal **appliances** excluding appliances for treatment of **temporal** mandibular **joint** dysfunction, topical application of antimicrobial **agents**, periodontal reevaluation, and subgingival periodontal **irrigation**.
- Repairs and adjustments to existing dentures;
- Relines **and** rebases to existing dentures limited to once in any 24-month period;
- Removal and **recement** of crowns, **inlays, onlays, and** veneers;
- Nutritional counselling;
- Finishing restorations;

125

- Protective athletic **appliances** limited to one in any 12-month period;
- Pit and **fissure** adhesive sealants;
- **Space maintainers** for missing **primary** teeth and habit-breaking appliances,

Benefit Limitations

In addition to the limitations outlined in **the** General Limitations in **this** booklet, no benefits are **paid** for the following:

- Cosmetic treatment, experimental treatment, dietary planning, congenital or developmental malformation;
 - **Expense** of dentures which have **been** lost, mislaid or stolen;
- Charges made by a dentist for broken appointments or for completion of claim forms required by **Great-West Life**;
- Orthodontic treatment;
- **Expense** of crowns (**other** than **stainless steel crowns**), **bridges, partial or complete dentures** or denture **replacement**, dental **treatment involving the use of** gold;
- **Services or supplies rendered** for full **mouth** reconstructions, **for vertical** dimension correction or for correction of temporomandibular joint dysfunction; **and**
- Covered **expenses** for treatment of accidental injury to natural teeth **completed** more than 12 months after the accident.

If your insurance terminates **due** to termination of **the** dental **care benefit**, any benefits **payable** under this plan for accidental injuries to **natural teeth will** continue **after** termination **as long as** the accident occurred while the **dental care benefit was** still in force.

Claims Services

Electronic

Electronic claims processing is available from participating dental **offices**.

Mail In

Claims for eligible dental services can be submitted to Great-West Life using the Standard Dental Claim Form. The completed form **and** receipt for dental services should be mailed to:

Great-West Life **Assurance**
Health/Dental Claims Centre
P. O. Box 3050
Station Main
Winnipeg, MB R3C 4E5

Inquiries

Great-West Life can be contacted directly at 1-800-957-9777. Providing Dental Policy #135435 **and** your Employee Number **will** speed up **your** inquiry.

Optional Life Insurance

This Optional Life Insurance **allows you** to choose additional coverage for yourself or your spouse **or** both. The coverage may be chosen **in** multiples of \$10,000 to a maximum of \$300,000 **each**.

All amounts of Optional Life **Insurance are** subject to proof of insurability satisfactory to Great-West Life. If you die while insured, your beneficiary will be **paid** the amount of your optional life insurance. If **your** spouse dies, you will be paid the amount for which he or she was **insured**.

Please Note:

Benefits for death due to suicide within **the** first two **years** of initial or **increased** coverage **will** be limited **to** the amount of premium paid for that insurance.

If **you** become disabled while insured and your Long Term Disability claim **is** accepted by Great-West Life, your Optional Life Insurance **and** your **spouse's** Optional Life Insurance will **remain** in force without further premium **payment**. **Your premiums** will continue to be **waived** upon satisfactory proof of continued **disability**.

If you **are** not approved for waiver of premium, Optional Life Insurance for yourself and your spouse will **be** continued on a premium paying basis until the earliest of the following:

1. **the** date your insurance is terminated by **your** employer;
2. **the** date your insurance would normally **terminate** (see "Termination of **Insurance**" section); or
3. 12 months from **the** date you **last worked**.

If **your** insurance terminates for **yourself** or your **spouse**, **either** of you **may** be able to **apply** for **an** individual conversion policy. Application for an individual policy must be in writing and

submitted with payment of the first premium within 31 days after the **insurance terminates**,

Information about types of conversion policies is available from Human Resources.

Rates

Age	Smoker (Per \$10,000)	Non-Smoker (Per \$10,000)
Under 35	\$.77/Month	\$.44/Month
35-39	\$.88/Month	\$.55/Month
40-44	\$ 1.65/Month	\$.77/Month
45-49	\$ 3.08/Month	\$ 1.54/Month
50-54	\$ 5.94/Month	\$ 2.97/Month
55-59	\$ 9.57/Month	\$ 4.84/Month

Please note:

Employees must sign a declaration indicating smoking status. **Failure** to complete this **declaration** will result in the **application** being treated as a **“smoker” rate**. To be a non-smoker, you have to be smoke-free for one year.

Optional Accidental Death and Dismemberment Insurance

This optional plan provides additional Accidental Death and Dismemberment Insurance for you, your **spouse** and dependent children, on an employee-pay-all basis. You **are covered 24 hours a day, 365 days a year**, on or off the job, **while** travelling or at home.

You may **select single or family coverage by** choosing one of the following:

- **Employee Only Plan** — You may purchase, in units of \$10,000, **any amount of coverage** between \$10,000 and \$300,000.
- **Family Plan** — You **are** insured for the amount selected from \$10,000 to \$300,000. In addition, your **spouse is** insured for 50% of the benefit **you have selected** and each dependent child is insured for 15% of the selected amount. In the **event there** are no dependent children, your spouse will **be** insured for 60% of **the benefit you have selected**. Where there is no spouse, **each** dependent child will be covered for 20% of the selected amount.

Payment of Benefits

Benefits are **payable** for injury* which results in a covered loss within 365 **days** of the accident. Benefits are payable **as a percentage** of the principal sum **in accordance** with the schedule applicable to **the basic accidental death and dismemberment** insurance plan.

Benefits **payable** for dependent **children** for **any** loss under the schedule of **covered** losses (other than **loss of life**) are doubled, subject to a maximum of two times the child's principal **sum**.

- * Injury means bodily injury **caused** by **an** accident occurring while your **coverage** is in force under the **policy and** resulting **directly** and independently of all other causes in loss **covered** by **the policy**.

Where the following clauses (Schedule of Losses, Permanent Total Disability, Repatriation, Rehabilitation, Occupational Training, **Family** Transportation, Identification, **Home** and Vehicle Alteration, **Seat Belt**, Child Education, **Day Care**, **Hospital** Indemnity, Waiver of Premium, and Exclusions) **are** also provided under the Basic Accidental **Death and Dismemberment** policy, please refer to Basic Plan for details.

Dependent definitions *are* also detailed in **the Basic Plan**.

Additional provisions applicable to the Optional Accidental Death and Dismemberment Plan:

Extended Family

In the event of your death from **any** cause, coverage under this program will remain in force **for** your insured dependents for a period of **six** months, without premium payment,

Common Disaster

If **you** and your insured **spouse** both sustain accidental **loss of life** which becomes payable under **the** program **as** the result of a "Common Accident", your **spouse's** amount of coverage will **be** increased to the same level **as** yours to a combined program maximum of \$1,000,000.

"Common Accident" **means** the **same** accident or separate accidents occurring within the same 24-hour period.

Escalation

Your Principal **Sum** will be **increased** by one percent (1%) on each anniversary date of the policy, provided there **is** no interruption in coverage. **Under** no circumstances will the **total** of such increases **exceed five** percent (5%). (This provision **has** been in **effect** since April 1, 1991.)

If **you** discontinue your coverage **and subsequently re-apply**, you will be considered as **a** person becoming **insured** for the first (1st) time in the year **you re-apply**.

Beneficiary Designation

Your loss of life will be paid to **the beneficiary (ies) you have** named on **your Application Card (if none named, to your Estate)**. With **the** exception of **the** Education, Day-care, Occupational Training, Identification, and Common Disaster benefits, **all** other benefits for you and all benefits for your **spouse** and dependent children will **be paid to you**,

Rates (maximum coverage \$300,000)

Coverage	Cost Per \$10,000
Single	\$.022
Family	\$.030

Your Critical Choice Care

Heart Attack	Stroke or CVA
Life Threatening Cancer	Alzheimer's Disease
Kidney Failure	Parkinson's Disease
Multiple Sclerosis	Coronary Artery Bypass Surgery

With advances in modern medicine, **Canadians** are enjoying longer and healthier lives. **Increased life expectancy does however, increase the risk** of contracting or being diagnosed with a **CRITICAL ILLNESS**. Public **concern is reinforced by statistics** such as:

- 1 in 4 Canadians will contract heart disease
- **75% of stroke** victims **survive** the initial event
- 1 in 3 Canadians will develop some form of **life threatening** cancer.
- **1% increase per year** in the incidence of **cancer** since 1970

Critical Choice **Care is** designed to **provide a LUMP SUM** payment from \$10,000 to \$100,000 should you be diagnosed with one of the **specified** conditions, **Critical illness insurance may** provide the funds and the **means to:** preserve your quality of **life**, protect personal assets and the freedom to choose the kind of **health care** you want,

Available Funds can be used for

- Providing appropriate **care**, when and where **you** decide;
- Covering medical **expenses** not covered under provincial health **care**;
- Replacing reduced earnings;
- Adapting your home to meet your health **needs**;
- Paying off a mortgage **and/or personal** debts.

Critical Choice Care

- Provides a living benefit, in **one** lump sum;
- **Is payable** to the insured, or estate, tax-free;
- It is **not** based on inability to **work** nor on the severity of the condition;
- Full recovery does not **affect** payment.

Details of the Program

Who is Eligible?

- You **may** enroll in the program **if** you are an **active employee** under the **age** of 60.
- Your spouse may also apply for coverage if **he/she is** under the **age** of 60.

What are You Covered for?

The Critical Choice **Care** benefit is **payable** if one of the following conditions **is** diagnosed

Heart Attack	Stroke or CVA
Multiple Sclerosis	Kidney Failure
Parkinson's Disease	Alzheimer's Disease
Life Threatening Cancer	Coronary Artery Bypass Surgery

Note:

Payment of the benefit is subject to your survival of a waiting **period**. The waiting period consists of **30 days** following the **date** of diagnosis (as defined for each condition) or surgery.

Definitions

Heart Attack

Means Myocardial **ischemia** resulting **from** a blockage of one or more coronary **arteries**.

The diagnosis is based on a new permanent or temporary electrocardiograph (ECG) changes compatible with an infarction diagnoses and on changes of cardiac enzymes in a compatible clinical context.

Coronary Artery Bypass Surgery

Means **Heart** surgery to correct narrowing or blockage **of** one or **more** coronary **arteries** with venous, The **surgery** must have been recommended by a consultant cardiologist **registered** in Canada.

Procedures NOT covered by this definition include:

Non-surgical techniques such as balloon angioplasty, **laser** embolectomy or other non-bypass **techniques**,

Stroke or CVA

Means a cerebrovascular accident **resulting from** ischemia (embolism or thrombosis) or hemorrhage and producing **measurable** functional neurological deficits (**cortical**, motor or sensory function) persisting for one month following the occurrence of the **stroke**.

Life Threatening Cancer

Means **a** malignant tumour **characterized by** uncontrolled **growth** of malignant cells and the **invasion** of tissue.

Cancers NOT **covered** by **this definition** include:

- **Stage A prostate cancer;**
- **Dukes' Stage A colon cancer;**
- Pre-malignant **lesions, benign** tumours or **polyps;**
- **Any** skin cancer, **except invasive** malignant melanoma into the dermis or **deeper;**
- **Any** tumour in **the presence** of the Human Immunodeficiency **Virus**.

Parkinson's Disease

Means the Diagnosis by a neurologist, of primary idiopathic Parkinson's Disease which **is** characterized by two **or** more of the following clinical manifestations: **(a)** tremour;(b) muscle rigidity; **(c)** akinesia. **All** other types of Parkinsonism **are** excluded from this

Insured Condition definition.

Alzheimer's Disease

Is a progressive degenerative disease of the brain. The Diagnosis of Alzheimer's must be made by **a** neurologist. For the purpose of this benefit, the insured must exhibit loss of intellectual capacity involving impairment of memory and judgment which results in **significant** reduction in mental and **social** functioning such that the insured requires continuous supervision. Under **this** definition, other organic **brain** disorders and **psychiatric** illnesses are **specifically excluded**.

Kidney Failure

Means permanent kidney failure from any cause which necessitates treatment by dialysis, or **kidney transplantation**,

Multiple Sclerosis

Means **unequivocal** diagnosis by a neurologist of **a positive** clinical multiple sclerosis based **on** Schumacher's **criteria**, ~~with~~ or without **accepted** paraclinical criteria (nuclear magnetic resonance NMR), analysis of evoked response or cerebrospinal fluid (CSF) **test**,

Insured Person

Means you or your spouse,

1

Spouse

Spouse means **an** individual under the **age** of 60.

- To whom the **employee** is legally married,
- With whom the **Employee has** continuously cohabited and who has been publicly represent⁴ **as** the **Employee's** spouse for a minimum of one **year** immediately before a Loss **is** incurred under the **Policy**.

Only one individual will **qualify** as a spouse.

If the **employee** is **legally** married but **is also** cohabiting **with an** individual as described in section (b) **above**, the Spouse will be the individual to whom **the Insured Employee is legally** married.

Principal Sum

Means the amount stated on the Insured Person's most recently signed individual application on **file** with and approved by the insurer.

Diagnosis

Means **the** certified diagnosis (**as** herein defined) of **a** Critical Illness by **a** medical practitioner, other than the Insured Person or a relative who is licensed and practicing medicine in Canada or elsewhere who is deemed acceptable by the Insurer.

Pre-existing condition

Means **an** illness or condition for **which the Insured Person** has **received** medical consultation, treatment, care **services or** has been prescribed medication during the **24** months **immediately** preceding the effective date of the Critical **Illness** coverage.

What Amounts are Available?

Employees **and** eligible spouses have **the** option to buy **any** amount of principal **sum** in **units** of \$10,000 **up to a** maximum of \$100,000.

Eligible spouses may participate without **the** employee joining the **plan**.

How to Enroll?

You and your Spouse may enroll and purchase \$10,000 of **coverage** each:

- **By** completing **the** APPLICATION CARD included with your kit and returning it to **your employer. You and your Spouse are GUARANTEED to be accepted** for \$10,000 without submitting proof of insurability.

Note:

A pre-existing condition exclusion applies to all **persons** insured for the guarantee benefit.

For amounts exceeding \$10,000:

- Evidence of insurability **is** required and application may **be** made by completing **a copy** of the applicable **MEDICAL QUESTIONNAIRE** for **each** applicant (employee and/or **spouse**) and returning **it** to your employer.
- Until underwritten and **approved** by the insurer **all applicants are** automatically insured for the \$10,000 **guaranteed** benefit.

Note:

Please ensure that **the** questionnaire **is completed** in its **entirety**. **Omissions** may result in **delays** in processing your **application** and confirming coverage.

What Does it Cost?

Monthly Rates per \$10,000 of Principal Sum

Age	Male		Female	
	Non-Smoker	Smoker	Non-Smoker	Smoker
<20-0	0.54	0.54	0.63	0.63
20-24	0.90	0.99	0.99	0.99
25-29	1.35	1.71	1.71	2.07
30-34	1.53	2.34	2.34	3.24
35-39	1.89	3.51	2.88	4.59
40-44	2.97	7.29	4.05	8.19
45-49	5.04	14.31	5.31	13.05
50-54	7.92	24.03	7.38	20.25
55-59	11.97	37.26	8.82	25.74
60-64	18.63	56.79	14.04	40.50

Note:

Rates for **ages 60-64 are** for renewal purposes only.

If you have **smoked** in the **past 24** months, you will be considered a **smoker**.

Any misrepresentation of smoker status on your or your spouses application will be deemed fraudulent and coverage will become void.

Calculating Your Monthly Premium

Based on age, sex, and smoker status determine the unit rates that apply to you and your spouse. Multiply the unit rates by the number of \$10,000 units of insurance selected for both you and your spouse.

Example:

If both you and your spouse participate and each of you select \$50,000 of principal sum:

	Principal Sum	Cost
Female Employee Age 32 - Non-Smoker	\$50,000	\$11.70
Male Spouse Age 31 Non-Smoker	\$50,000	\$ 7.65
Total Monthly Premium:		<u>\$19.35</u>

Your premiums are paid through Payroll Deduction.

Effective Date of Coverage

Insurance for employees and spouses, who have completed an application and have been approved by the insurer, shall take effect on the 1st of the month coincident with or next following the date approved by the insurer,

Your employer will confirm to you within 30 days of the enrollment period whether or not you have been accepted by the insurer as well as the amount of principal sum.

Employees must be actively at work on the effective date for coverage to begin.

To Whom are Benefits Paid?

The Principal Sum payable in the event of a Critical Illness will be payable to the Insured Person or the Insured Person's Estate.

When does Insurance Coverage Stop?

Your or your spouse's insurance coverage will stop on the earliest of the following dates:

- On the date this policy is terminated;
- On the premium due date if your employer fails to pay the required premium to The Citadel, except as the result of an inadvertent error;
- On the premium due date next following the date you give notice of cancellation to your employer;
- On the premium due date next following the date you or your spouse reach sixty-five (65) years of age;
- On the premium due date next following the date you cease to be an active employee on account of resignation, dismissal or retirement;
- On the premium due date next following the date your spouse ceases to be eligible person;
- On the date the principal sum payment has been paid.

Continuation of Coverage

Coverage under this policy will be continued for an employee and his/her spouse during any approved leave of absence, temporary lay-off, maternity leave or disability leave of the employee, provided payment of premium is continued,

What We Will Not Pay for

The program does not cover a condition resulting directly or indirectly from any one or more of **the** following:

- From a pre-existing condition **unless** the Critical Illness is diagnosed **after 24** consecutive months **after** the **Insured** person's effective date of coverage. This preexisting condition exclusion does not apply if the Insured Person **was** approved for insurance hereunder **based** on a medical questionnaire;
- Diagnosis of any life threatening cancer made within **90** days following the **Insured** Person's effective date;
- An intentionally self-inflicted injury or sickness, or attempted suicide, while sane or insane;
- U The use of **any** illicit drug other than as prescribed and administered by or in accordance with the instruction of a legally licensed **medical** practitioner.

In the Event of a Claim

Your **employer** should **be** contacted immediately,

Written notice of the claim must be given to The Citadel within thirty **(30)** days after the date of diagnosis **and** written proof of **loss** must **be submitted (90) days after the date of diagnosis.**

Failure to furnish such notice or **proof** within such time shall *not* invalidate nor reduce **any claim** if it is shown not to **have** been **reasonably** possible to furnish such notice or proof and that such notice or proof **was** furnished **as** soon as **was reasonably** possible, but in no event **later** than one (1) year after the **date of** the diagnosis.

Medical Assistance Provider

The medical assistance provider is an integrated **group** medical practice dedicated to providing the most accessible and **comprehensive** health **care** possible, **Its** goal **is** to enable patients to restore, maintain and enhance their health.

Their specialist and health care providers will work in partnership with your physician to provide a treatment plan that focuses on your personal needs.

Should you be diagnosed with a critical illness, you have the option to **seek** medical advice from the medical assistance provider, **They** may also **make** arrangements, **if** necessary, for you to **get** prompt **and** efficient treatment from other medical centres or **facilities**,

All expenses related to these services *are the* insured person's responsibility,

PENSIONS

Introduction

The main **purpose** of **the Company's Retirement Income Plan (the Plan)** is to provide you with **an** income at retirement that **is** in addition to your Canada Pension Plan and Old **Age Security** benefits, **as well as any** personal or **RRSP** saving you may have. Under certain conditions, the Plan **also** provides benefits **if** you leave **the company** or **die**,

The Plan is funded and contributed to by **the Company and the Employees** who **are** members of the **Plan**.

This **booklet** is **intended** for informational **purposes** only and **does not reference the** Group **RRSP** provided **by the Company**, It is also a summary document and **does not** fully detail **all Plan provisions**. **In the** event of a discrepancy between this booklet **and the Plan text**, the provisions of **the Plan text** shall **apply**.

Definition of Term

The Plan pays you a pension that is based on your **Credited Service, Best Average Earnings** and **Final Average YMPE**. These terms are defined below.

Credited Service

Your **Credited Service** is the last period of continuous service as an employee of the Company. This includes sick leave, maternity leave, and most Company approved leaves of absence, provided that you make the required contributions during that period. Periods of disability when you are entitled to receive Workers' Compensation or benefits from the Company's Disability Income Plan are also included. During periods of disability, the Plan member is *exempt* from making the required contributions.

The maximum **Credited Service** you can earn is 35 years.

Best Average Earnings

Best Average Earnings means the average of your earnings in the three consecutive years of **Credited Service** in which your earnings are highest. Earnings include your annual basic salary and do not include overtime pay or bonuses. Normally, a member's pension is based on the average earnings of the last three years of employment since these are usually the highest earning years.

Year's Maximum Pensionable Earnings (YMPE)

YMPE is the earnings ceiling used to calculate Canada Pension Plan contributions and benefits. The **YMPE** changes each year, (for example, it was \$37,400 in 1999).

Final Average YMPE

Final Average YMPE is the average of the **YMPE** in the year of retirement, death, termination of employment, disability or cessation of contributions, and the preceding years.

The Final Average YMPE for 1999 is calculated as follows:

1997 YMPE	\$ 35,800
1998 YMPE	\$ 36,900
1999 YMPE	<u>\$ 37,400</u>
Final Average YMPE	$\$110,100/3 = \$ 36,700$

Eligibility

If You Are A Regular Employee

As a condition of employment **you automatically** become a member of **the Plan** on the date you become a **regular** employee.

If You Are A Temporary Employee

You have **the** option to join the **Plan** on the first **day** of any month following completion of **24** months of continuous **service** with the Company, and **you** have earned **at least 35%** of **the YMPE** in each of the last two calendar years.

Contributions

Employee Contributions

If You Have Less Than 35 Years of Credited Service

You contribute, by payroll deduction, 3-1/3% of your earnings up to the YMPE, plus 5% of your earnings above the YMPE.

The following table illustrates the contribution amount at difference earnings levels:

Earnings	\$ 30,000	\$ 40,000	\$ 50,000
3-1/3% of YMPE (\$37,400 in 1999)	\$ 1,000	\$ 1,247	\$ 1,247
5% of earnings above YMPE		\$ 130	\$ 630
Total Annual Contributions	\$ 1,000	\$ 1,377	\$ 1,877

Your contributions are tax deductible and are reported by the Company on your T-4 slip.

If You Have 35 or More Years of Credited Service

You have two options.

1. You may elect to continue making the required contributions up to the maximum permitted by Revenue Canada (\$ 1,000 per year), and your earnings earned beyond 35 years will be taken into consideration in calculating your Best Average Earnings to determine your pension amount; or

2. You **may** make a onetime choice **to** discontinue your contributions to the Plan and your **Best Average Earnings** at that **time** will be used to calculate your pension amount when **you retire**, Any future **increases** in salary will not **apply** for pension **purposes**.

Company Contributions

Each **year** the Plan's total liabilities are assessed. The difference between **the total** liabilities and the employees contributions **are** funded **by** the Company.

150

When You Retire

The amount of pension you will receive at retirement is determined by the Plan's benefit formula and is based on your years of Credited Service and your Best Average Earnings,

Normal Retirement Pension

Your Normal Retirement on your Normal Retirement Date, you will receive an annual pension equal to:

1-1/3% of your **Best Average Earnings**
up to the Final Average YMPE

plus

2% of your **Best Average Earnings**
above the **Final Average YMPE**

multiplied by

your **Credited Service to a maximum of 35 years**

Pension Example:

Let's work out your pension bases on the following assumptions:

Credited Service	35 years
Best Average Earnings	\$ 45,000.00
Final Average YMPE for 1999	\$ 36,700.00

The company pension that you will receive each month is:

1-1/3% of \$ 36,700	= \$ 489.33
plus	
2% x (\$45,000- \$36,700)	= \$ 166.00
	\$ 655.33

multiplied by
35 years of Credited Service = **\$ 22,936.55 per year**
or **\$ 1,911.38 per month**

Early Retirement Pension

You are entitled to retire early from the Company on the first **day** of the month on or after your **age plus service** totals 85, or at **the age of 55**.

Your Early Retirement Pension will be **calculated the same way** as a Normal retirement Pension **using** your Credited **Service** and Best **Average Earnings at** the date of early retirement. Depending on your **age and** service your pension may be reduced to compensate for your **early** retirement.

Unreduced Pension

If you **have** reached **the age** of 60 on your **early** retirement date and the combination of **your age and** continuous **service** totals 95 or more, you **will** be entitled to receive **an unreduced** pension,

Reduced Pension

If you **have** not reached the **age** of 60 on your early **retirement** date but the combination of your age and continuous service totals 85 or more but **less** than 95, your pension will be **reduced** by 1/3 of 1% **per** month for **each** month between the date **your** pension starts and the date on which you would be entitled to an unreduced pension.

If you do not meet the conditions as outlined above and you are **at least age 55**, you can retire with an **actuarial** reduced **pension**.

When You Are Thinking of Retiring

When you are seriously considering retiring, the Company will meet with you and **your spouse** to explain **your** retirement package.

Types of Pensions

The type of pension you receive **will** depend on whether or not you **have a spouse and the** pension option you choose.

If You Do Not Have A Spouse Your Pension Option Are:

Single Life Pension

Payable monthly for your lifetime. Payments will start on **your** retirement date and will stop **after** your **death**. However, if the sum of **the pension** payments you received during **your** lifetime is **less** than **the** required contributions you made to the Plan with interest, the difference will be **paid** to your beneficiary in a lump **sum**.

Life – With a Guarantee

You **may** choose **an** adjusted monthly **pension** payable for life with **a** guarantee that **if you die** before **receiving a guaranteed** number of **payments (e.g. 5, 10 or 15 years)**, **the** balance of the pension will be **paid** to your designated beneficiary. If **you** die after the expiry of **the** guaranteed period, **payment will** stop.

If You Have A Spouse Your Pension Options Are:

Joint and Last Survivor Pension (60% spousal benefit)

Legislation requires **that your** pensions be paid as a Joint and Last Survivor pension. Under a Joint **and** Last Survivor pensions, you will receive a lifetime pensions and upon your **death** your **spouse will receive 60%** of the **pension** until their **death**. In order to fund the **60%** spousal benefit, your **pension** will be slightly reduced. For **example**, in the **pension example** above your pension will be reduced from \$ 1,911.38 per month to \$ 1,873.00 per month.

You can waive this **type** of pension provided both you and your spouse agree in writing, If waived, you will receive **an unreduced pension** and your spouse will **receive 50%** of your pension upon **your death**,

Joint and Last Survivor Pension (66-2/3% or 75% spousal benefit)

You will **receive** an **adjusted** monthly pension and upon your death your spouse will receive either 66-2/3% or 75% of the monthly **pension** depending upon your election, Under **this** type of pension, **the** adjusted monthly pension you **receive** will normally be lower than the Joint and Last Survivor Pension (60% **spousal** benefit) described earlier.

Upon the Death of You and Your Spouse

Under **all** of these options, **if** the sum of **the** pension payments you and **your** spouse received during **your** lives **is less** than the contributions you made to the Plan with interest, the difference will be paid to your beneficiary in a lump sum upon your death.

Definition of Spouse

For the above purposes your **spouse** is a person:

- To whom **you are married and are** living together; or
- With whom you **have** been living for a period of not less than one year, and neither person is prevented by **law** from marrying the other **person**;
- With whom you **have** been **living** for a **period of** not less than **three years**, and either **person is prevented by law** from marrying the **other person**.

In **order** to be eligible for a spousal pension, your spouse must meet **one** of the above definitions **at the** time of your retirement.

In addition, if **your** spouse is more than 15 years **younger** than you, your **spouse's** pension will be reduced by 1.5% for each full year **in excess** of 15 years.

An Additional Option With All Types of Pensions

Level Income Option

This option is available with any of the pensions described earlier. Under this option, you will receive a higher monthly pension from the plan until **age 65** and a reduced pension thereafter. Once you reach **age 65**, you will be eligible to receive unreduced **Canada Pension Plan** and **Old Age Security benefits**. In conjunction with the Government Plans, this option reduces fluctuations in **your pension income**,

If You Leave the Company

If you **leave** the Company **before** retirement, you **are** entitled to the value of your benefit within **the** Plan. Your **age and** service at the time you **leave** will affect the amount of the benefit **and** the options you **have** to withdraw it.

Amount of the Benefit

The amount of the benefit **depends** upon whether your benefits **are** vested. When your benefits **are vested** and you leave the company, you are entitled to your contributions **and** the benefit provided by the **Company's** contributions to the Plan.

In order to determine if your benefits are vested, **there are** two rules that **apply**. Benefits **earned** after 1996 **are vested** after two years of membership in the Plan. Benefits earned before 1997 are vested **after 5 years** of continuous **service in** the Plan.

If you **leave** the company **after** your benefits are vested **and** you have less than **5** years of continuous service, you will receive the greater of:

1. Your contributions to the **Plan** with interest; or
2. The value of your pension **earned** up to the date of **termination**.

If you leave the Company and you have more than **5 years** of continuous service, you **will** receive the greater of:

1. Two times your contributions to the Plan with interest; or
2. The value of your pensions earned up to the date of termination.

If you **leave the** Company before your benefits are **vested**, you are only entitled to your contributions **plus** interest.

Withdrawing Benefits

Regardless of whether our benefits are vested or not, **your age** and **service determines** if your benefits from the **Plan** are locked-in.

When your benefits are locked-in, your benefits must be used **to provide you** with a pension later in life **and** cannot be withdrawn in cash.

Benefits earned **after** 1996 are locked-in after two years of membership in the **Plan**. **Benefits** earned before 1997 **are** locked-in if you have **10 or** more years of continuous **service** and you **are age** 45 or older when you **leave** the Company.

Benefits that are locked-in must **be used** to provide you with **a life** income that will be available to you after you reach **age 55**.

The following options are **available** for locked-in benefits.

You can:

- **Leave** your benefit **in** our Plan and receive **a** deferred pension later in life.
- Transfer your benefit to **another Registered** Pension Plan provided the other Pension Plan **is** willing to accept **your** transfer.
- Transfer your benefit to **a locked** in retirement account.
- **Purchase** a **Deferred Life Annuity** from an **Insurance** Company.

Death Benefit

If You Die Before Retirement

If You Do Not Have A Spouse

Your beneficiary **will** be entitled to receive a lump-sum **cash payment equal to** the value of the pension **you earned** for **service** from January 1, 1997 to the date of **your** death, and your contributions made before January 1, 1997 with interest.

If You Have A Spouse

Your surviving **spouse** will be entitled to a pension **equal to 50%** of the pension you earned **up** to the date of your death. This pension can begin immediately and will continue for the lifetime of **your spouse** and **will** not change in the event they remarry.

If You Die After Retirement

If you **die** after **your pension** payments **have begun**, benefits will be paid according to the type of pension you **chose** at retirement.

General

The Plan is registered in the Province of Newfoundland and with Revenue Canada.

The contributions you and **the Company make** are paid into a **Pension Fund** that is administered and invested in accordance with **government** legislation,

All the benefits **payable** under **the Plan** are paid **out of the Pension Fund**,

The Plan is designed to **make** sure that you receive **an income after** you retire. For this **reason**, you may not **assign** any of **its** benefits other than by naming your spouse, or by naming **a beneficiary**.

In the **event**: of **marriage** breakdown, your pension benefit **earned** during **the years** of **marriage** is considered **a** matrimonial asset and **is** subject to division.

The Company **reserves** the right to change or discontinue **the Plan**. If **the Plan was** discontinued, all of the **assets** must first **be** used for the benefit of the members and their spouses or beneficiaries. **Distribution** of the funds will **be** then made according to the terms of the Plan in **accordance** with government regulations. After the liabilities are satisfied, any **surplus** remaining reverts **to the Company**,

Government Benefits

In addition to the pension **will receive from the Company**, you may be eligible for payments from two government sponsored programs – the Canada Pension Plan (CPP) and the **Old Age Security (OAS)** program.

You are eligible to begin receiving **CPP** benefits as early as age 60 and **OAS** benefits at 65. You must **apply** for these pensions; they will not **begin** automatically. You should **apply** at least 6 months before you **expect** to begin receiving benefits.

Canada Pension Plan (CPP) – This is a government **plan** that you automatically contribute to **when** you **work** in Canada. The **retirement benefit you receive is based on your earnings** history and the contributions you make while you are **working**. The benefit you **receive** will be adjusted annually to **keep pace** with changes in the cost of living. The CPP allows for early retirement from **age 60**, **however**, your pension is reduced by $\frac{1}{2}$ of 1% for **each** month you retire before **age 65**.

Old Age Security (OAS) – If **you** meet certain residence requirements, you may also qualify for a monthly benefit from OAS. The benefit is adjusted quarterly to **reflect changes** in the cost of living.

In **January 1999**, the monthly benefits payable to individuals retiring **at age 65 under these programs are:**

Canada Pension Plan	= \$ 751.67
Old Age Security	= \$ 410.82
Total	= \$ 1,162.49

Information **packages** concerning these benefits are available at **any Federal Government office** or **you** can visit their website at: <http://www.hrdc-drhc.gc.ca/isp>

160