



OFFICE PHONE (403) 279-0341
FAX NUMBER (403) 279-1835

BUSINESS REPRESENTATIVES
VIC CARR
LOUISE CRAIG
RICK BAILEY

AGENCY	Company
REF.	11/12/01
TERM	1.3.06.30
NO. OF EMPLOYEES	140
INDUSTRY	O.B.

COLLECTIVE AGREEMENT

RATIFIED THIS 03 DAY OF OCTOBER 1995

Between: **XL BEEF, an Operating Division
of XL Foods Ltd., carrying on business
in the City of Calgary,
hereinafter referred to as the**

"EMPLOYER"

And: **UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 373A, chartered by the
United Food and Commercial Workers
International Union, AFL-CIO & CLC,
hereinafter referred to as the**

"UNION"

United Food & Commercial Workers International Union

LOCAL AFFILIATED 373A AFL - CIO
237 -3700 78th AVENUE S.E.
CALGARY, ALBERTA
T2C 2L8



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This index is only for easy reference. Members are encouraged to read this Agreement and be conversant with all its provisions. When in doubt as to the interpretation of any section of this Agreement, phone you Union Office at 279-0341

**ARTICLE 1
PURPOSE AND INTENT**

- 1.01** The parties hereto agree that it is mutually beneficial and desirable to promote cordial relations and to set forth herein the agreements concerning rates of pay, hours of work and conditions of employment to be observed insofar as they affect the Company's operations.
- 1.02** The parties hereto recognize that it is to their mutual interest to promote, as fully as possible, safe working conditions, efficiency of operations and the protection of property. It is understood and agreed that this can be best achieved and maintained by harmonious relations between the Company, the Employees and the Union and by the settlement of all differences in an amiable manner.

**ARTICLE 2
INTERPRETATION AND EXTENT**

- 2.01** In accordance with the "Certification" granted to the United Food and Commercial Workers International Union Local 373A Affiliated AFL - CIO by the Labour Relations Board of Alberta under Certificate No: 14-90 dated January 9, 1990 the Company recognizes the Union as the exclusive representative for the purpose of collective bargaining of its plant employees in respect to the rates of pay, wages, hours of employment and other conditions of employment.
- 2.02** Whenever the male pronoun is used, it shall be deemed to include the female pronoun and vice versa, and whenever the singular is used, it shall be deemed to include the plural, and vice versa.
- 2.03** The Company and the Union will endeavour, by mutual agreement, to introduce a working liaison through committee structures to develop a team approach to promote safety, efficiency and harmonious relations.

**ARTICLE 3
JOINT LABOUR/MANAGEMENT COMMITTEE**

- 3.01** The Employer and the Union agree to form a Joint Labour/Management Committee consisting of three (3) members (including a full-time representative of the Union) representing the union and three (3) members representing XL Beef. The Joint Labour/Management Committee shall meet not less than 1/40 (2) times per year or at such other times as are mutually agreed. The members of the Committee shall discuss items of concern. Either party shall inform the other of items on the Agenda, at least three (3) days in advance, of any scheduled meeting.

ARTICLE 4
MANAGEMENT FUNCTIONS

- 4.01 a] Subject to the provisions of this Agreement, the Union acknowledges that the Company has ~~and~~ retains the sole, exclusive right and responsibility to manage its operations, plants ~~and~~ business ~~as~~ it sees fit, including but not limited to the following:
- i] To direct the working forces, including the right to decide on the number of Employees needed by the Company, or required for any task. to organize ~~or~~ assign work, to schedule shifts to maintain order, discipline ~~and~~ efficiency in all operations;
 - ii] To ~~make~~ ~~and~~ to alter from time to time rules ~~and~~ regulations to be observed by all employees;
 - iii] To discipline or discharge employees for proper cause.
- b] The parties **agree** that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically controlled by this Agreement. The Company therefore retains all rights not otherwise specifically covered in this agreement.
- 4.02 a] The Company agrees that it is not the function of persons ~~of~~, or above, the rank of Supervisor to perform work currently performed by Employees covered by this Agreement except when such performance:
- i] Is clerical in nature or is for the purpose of instructing, experimenting, investigating, demonstrating, replacing of any Employee who is absent from his job during the shift, sharpening knives, coping ~~with~~ an emergency;
 - ii] Is for the purposes of overcoming production difficulties caused by the absence of an Employee. In such cases the Company **will** endeavour to obtain suitable replacements as soon ~~as~~ reasonably possible;
 - iii] Is limited to occasional work, negligible in amount.
- b] The Company shall advise the Union's Chief Shop Steward, in advance where possible, of all changes made in the assignments of Plant/Operations Supervisors.
- 4.03 a] The Union acknowledges that the Company may assign salaried Employees, as part of their Management Training Program, to work alongside of various Employees covered by this agreement, so long as the number of such Employees does not exceed three (3) at any one time, ~~and~~ provided no Employees shall be demoted, laid off or discharged, ~~nor shall promotion be adversely affected to create positions for Management Trainees.~~

ARTICLE 4.03 Continued

- l] In assigning such salaried Employees referred to in Section 4.03, Section "a" above the Company shall be cognizant of any possible material risks to the safety of the Employee and may accordingly restrict the "Trainee's" activities to that of observing certain production functions rather than performing such functions.
- 0. a] The Company shall have the right to assign an Employee to the position of Temporary Supervisor; provided that the Employee's position is for the purpose of training and to provide relief for temporary increases in work loads, annual vacations and his such absences.
 - b] Employees assigned to the position of Temporary Supervisor shall continue to be governed by all the terms and conditions of this Agreement. During such assignments, the Temporary Supervisor shall not have the right to hire, fire or discipline, but shall be required to direct the activities of employees supervised.
 - c] The Company shall advise the Union in writing, in advance where possible, of all assignments to the position of Temporary Supervisor, including the shift or Department assigned to, the nature of the assignment and the expected duration, where applicable.
 - d] Any Employee that acts in the capacity of Temporary Supervisor shall be paid a minimum of twenty-five cents (25¢) per hour to a maximum of seventy-five cents (75¢) per hour above the highest rated hourly wage that he is regularly supervising, in his capacity as a Temporary Supervisor, or over his regular hourly rate, whichever is greater.
 - e] The amount to be paid as referred to in Section 4.04, Sub-Section d] above in this Article shall be based on the skills and abilities of the Employee acting in the capacity of a Temporary Supervisor, as determined by the Plant Superintendent.

**ARTICLE 5
UNION RECOGNITION**

- 5.01 The Company and/or its representatives recognize the Union as the sole and exclusive bargaining representative of all Plant employees, as referred to in the Certification issued by the Labour Relations Board of Alberta, as defined in Article 2, Section 2.01 of this Agreement.
- 5.02 a] Union representatives shall be permitted entry to the Company's operations in order to carry out their required duties on receipt of permission from the Plant Superintendent or his designate.
 - b] Union representatives will not interfere with Employees during working hours unless permission is granted nor shall they unduly occupy the time of Employees during working hours.

ARTICLE 5 *Continued*

- 5.03 Employees and/or Union representatives shall **not** engage in any Union activity on Company **property** or during working hours, except as expressly provided for in **this Agreement**.

ARTICLE 6 UNION REPRESENTATION

- 6.01 The Company shall recognize Employees appointed or elected as Officers of **the** Union's Bargaining Unit for the Plant, elected as Stewards and appointees to approved committees expressly provided for in **this Agreement**.
- 6.02 a) **The** Company shall not be required to recognize more than one (1) Steward in each of its designated Departments. The Company shall advise **the** Union, in writing, of designated Departments, amendments to these Departments or any new Departments created.
- b) The position of Chief Steward or Chief Shop Steward shall be recognized in addition to **the** Stewards referred to in Section 6.02 a) above.
- 6.03 The Union shall advise **the** Company in writing, in advance, the names of all Stewards and the Department they represent and all coininittee members of **the** committees referred to in **this Agreement**, when appointed or replaced by the Union. **The** Company shall supply **the** Union with a corresponding list **of** Company representatives to committees referred to in **this Agreement**.
- 6.04 **The** Company shall pay Employees and/or Employee Union representatives referred to in **this Article** their regular straight time rate of pay for normal time **spent** in meetings with representatives of the Company required during their regular hours of work.
- 6.05 Union representatives shall not leave their work to process or deal with any matter without first advising and receiving approval from their immediate Supervisor. **The** Company shall exercise reasonableness in their handling of such requests.
- 6.06 The Company shall provide a Bulletin Board, for the exclusive use of **the** Union, to post official Union notices. The Union agrees that such notices shall require the approval of the Company before being posted.

ARTICLE 7 UNION SECURITY AND MEMBERSHIP DUES

- 7.01 The parties agree that as a condition of employment, **all** Employees shall become and maintain such membership in the Union within thirty (30) days.

ARTICLE 7.01 *Continued*

- a] The Employer shall be free to hire new employees who are not members of the Union, PROVIDED said non-members, whether part time or full time employees, shall be eligible for membership in the Union and shall make application on the first day of employment and become members within thirty (30) days.
 - b] It is understood and agreed that "shall be eligible for membership in the Union" means that such non-member shall have applied for membership in the Union.
- 7.02 For the purposes of this Agreement, Employees shall be deemed to maintain their status of a member in good standing of the Union provided that they have made proper application for membership in the Union, pay the necessary initiation fees, dues and assessments of the Union, and comply with the Constitution and/or By-Laws of the Union.
- 7.03 The Company agrees to ensure that all new Employees complete the required application card for Union membership prior to commencing employment and to forward the completed application to the Union office.
- 7.04 The Union shall provide the Company with blank Application forms.
- 7.05 Employees shall be required to sign an irrevocable authorization for the deduction of Union dues, assessments and initiation fees levied in accordance with the Union's Constitution and/or By-Laws. Such authorization shall be on a form that:
- a] meets the standards prescribed by the laws and regulations of the Province of Alberta;
 - b] is supplied by the Union
- 7.06
- a] The Company shall, during the term of this Agreement, deduct from each of those Employee's wages on the second payday of each calendar month, the sum or sums referred to in Section 7.05.
 - b] All such deductions shall be remitted to the Secretary/Treasurer of the Union prior to the tenth (10th) day of the month following the month in which the deductions were made along with a list of the Employees from whom such sums were deducted, indicating the amount and purpose of each such deduction.
 - c] The above deductions shall coincide, in the case of each Employee who is in the employment of the Company and who is a member of the Union, on the effective date of this Agreement. In the case of new Employees, hired and who become members of the Union subsequent to the signing of this Agreement, such deductions shall commence with the second (2nd) payday following the date of hire.

**ARTICLE 8
CONTRACTING OUT**

- 8.01 It is agreed that the Company may contract **out** work normally performed by Employees covered by **this** Agreement.
- 8.02 The Company will consider the following relevant factors before contracting out such work
- i] any adverse effect on Employees;
 - ii] availability of required skills;
 - iii] duration **and** frequency of the job;
 - iv] urgency of **the** job;
 - v] economics of **the** situation;
 - iv] availability of required equipment.
- 8.03 The Company agrees to provide the opportunity for **an** Employee to submit a bid, on an open competition basis, for regular after normal hours of Plant operation sanitation related work and/or special cleaning/pre-inspection type projects that may be required from time to time, provided **the** Employee can establish **and** maintain himself as a valid independent contractor in accordance with any Federal, Provincial and/or Municipal Government Legislation and/or Regulations **and** provided **the** Employee **can** meet **and** satisfy the requirements of the Company's Bid specification(s) as may **be** set out by the Company from time to time. Any such bid for any such work will be awarded on a merit basis in accordance with the provisions of Section 8.02 of **this** Article.

**ARTICLE 9
NO CESSATION OF WORK**

- 9.01 The Union agrees that there shall be no strikes, slowdowns, other curtailment or restriction of production or interference with work during **the** life of **this** Agreement.
- 9.02 It is agreed that the Company will not, during the term of this Agreement, lock out Employees.

**ARTICLE 10
NON-DISCRIMINATION**

- 10.01 The Company **and** the Union agree that there shall be no intimidation, coercion, restriction or discrimination exercised or practiced by either party to this Agreement in respect of any employee or group of employees **for** any reason.

**ARTICLE 11
SENIORITY**

- 11.01 Seniority for the purposes of this Agreement shall be defined as **Company Seniority** and **Departmental Seniority**. **Company Seniority** shall apply to all Employees of the Company, and **Departmental Seniority** shall apply to Employees within their respective departments.
- 11.02 **Company Seniority** shall mean the length of an Employee's continuous employment with the Company and **Departmental Seniority** shall mean, **the Company Seniority of the Employee's** within a Department.
- 11.03 a) A new full time Employee **shall** be considered **on** probation and seniority shall not commence **until** such time **as** he has worked seventy-five (75) working days from his **last** date of hire. For the purposes of determining the probationary period, **each** part or full day of absence from work, **for** any **reason**, will be added as an additional full day that is required to be worked to the stipulated seventy-five (75) day probationary period.
- b) On completion of the probationary period, **an** Employee's seniority date shall revert to the **last** date of hire.
- c) Probationary Employees **shall have** no seniority rights during **the** probationary period and may be terminated or discharged where the Company, **in** its discretion, determines that **they** are *unsuitable* or *unsatisfactory*.
- d) The probationary period **may** be extended in extenuating circumstances, by mutual agreement of the company and the union, *with the employee notified in writing* prior to **the** expiry of the initial seventy-five day probationary period.
- 11.04 An Employee's seniority shall **be lost and employment terminated** for any of the following reasons:
- a) voluntary resignation or retirement;
- b) discharge without reinstatement pursuant to **the** terms of this Agreement;
- c) Employee is absent without leave for two (2) consecutive days of scheduled work or two (2) separate scheduled days of work in a sixty (60) calendar day time period.
- d) Employee has been **on** layoff from **the** Company for a period of more than ninety (90) days;
- e) failure to report to work within seven (7) days of double registered notice of recall:

ARTICLE 11.04 Continued

- f| Employment with another employer while on approved leave of absence or absence due to sickness or accident and is receiving either Workers' Compensation benefit or benefit payments under the Company's Health and Welfare Benefit Program, and the Company has not approved, in writing, such interim employment.
- g| After absence due to sickness or accident of twenty-four (24) months. In the case of an Employee returning to work, from a prolonged absence, the Company shall require the Employee to provide a certificate from his Physician that he is fully capable of performing the work available. The Company may elect to have such Employee examined by the Company's Physician and in the case of where there is a difference of medical opinion as to whether or not the Employee is capable of performing the work available, the Employee agrees to be examined by a Physician mutually agreed to upon to make such final determination.

11.05 The Company shall prepare seniority lists on a bi-monthly basis indicating Company and Departmental Seniority and each Employee's classification. Copies of such lists shall be posted to all bulletin boards and a copy forwarded to the Union.

**ARTICLE 12
LAY-OFF**

12.01 In the case of a reduction in the work force, the Company shall consider the following factors in determining which employee(s) shall be laid off:

- i| the Company seniority of the Employee(s) within the affected Department providing the Employee(s) is qualified to perform the available work.

When in the judgment of the Company, i| above is to all intents and purposes equal between two (2) or more Employees, the Employee(s) having the least Company seniority within an affected Department shall be the first to be laid off.

12.02 In the case of a shutdown of the Company's operations or section thereof, resulting in the lay-off of Employees, the Company shall lay off Employees in accordance with their Company seniority within the Employee's Department and ability, commencing with the least senior Employee with the least ability.

12.03 a| In the event of an emergency shutdown of the Company's operations or section thereof that is three (3) working days or less, Employees directly affected may be temporarily laid off without regard to other provisions of this Agreement that apply to layoff and recall.

- b| "Emergency" shall mean an extreme situation beyond the genuine control of the Company, rendering the facilities, or section thereof, physically inoperative or unsafe to operate.

ARTICLE 12 Continued

12.04 a] In the event of a layoff, other than an emergency **that is less than sixty (60) days**, the Company shall give the Union, **and the Employee(s) affected** the following notice:

- i]** No notice shall be given to probationary Employees;
- ii]** One (1) working day of notice for each six (6) months of continuous service up to a maximum of five (5) working days of notice, shall be given to all regular employees.

The minimum notice provided to regular employees in **ii]** above shall be two (2) working days.

b] In case of recall of **an** Employee for work of ten (10) working days duration or less, the requirement in respect to the notice for a layoff referred to **and** provided under Section 12.04, Sub-Section a] of **this** Article shall not apply.

12.05 Employees laid off will be recalled in the inverse order of layoff, in accordance **with** the provisions of Section 12.01.

12.06 It shall be the responsibility of the Employee to notify **the** Company of **his** current mailing address **and** telephone number.

**ARTICLE 13
COMPLAINT PROCEDURE**

13.01 The parties agree it is desirable **that** any complaints be settled as quickly as possible

13.02 If, during the term of this Agreement, there should arise any difference between the Company and employees **and/or** the Union regarding **the** interpretation, application, administration or alleged violation of the terms **and** conditions of this Collective Agreement, an earnest effort shall be made to settle the difference in **the** following manner.

The employee or employees concerned, with or without a shop steward in attendance, should first seek to settle the dispute in discussion **with** the immediate supervisor. Failing **this** or failing satisfactory settlement, then:

The Union representative(s) and **the** Company representative(s) or designate, shall meet **and** in good faith shall earnestly endeavor to settle **the** dispute. Failing **this** or failing satisfactory settlement, then:

STEP 1

The grievance shall be presented in writing to the Plant Superintendent by a Union representative. The written grievance will set forth the following:

ARTICLE 13.02 *Continued*

- a) the nature of the grievance,
- b) the remedy or correction required.

The Plant Superintendent shall make **known** his decision **with** a written response to the grievor(s) **and** Union within ten (10) calendar days of receipt of the grievance, unless both parties mutually agree to extending the ten (10) day period.

STEP 2

Failing a satisfactory settlement of the grievance at Step 1, **the** employee(s) **with** a Union representative may present the matter to the Administrator of Human Resources or designate providing **this** is done within ten (10) calendar days after receipt **of** the Plant Superintendent's response in the first step. The Administrator of Human Resources or designate shall **make** **known** his decision **with** a written response to the grievor(s) **and** the Union **within** ten (10) calendar days of receipt of the grievance.

- 13.03 a) Any grievance which is not presented within thirty **(30)** calendar days after the occurrence of the event which gave rise **to** the grievance, or within fourteen (14) calendar days of the **last** day worked in the case of dismissal shall be forfeited **and** waived by the aggrieved party.
- b) "In the event a mutually satisfactory settlement has not been reached at the conclusion of Step 2 either party may, prior to advancing **the** dispute to Arbitration, elect to submit to review by the Joint Labour Management committee (JLM) or to use the Mediation Services Branch of the Alberta Department of Labour to attempt to mediate the dispute." **The** recommended settlement of **the** dispute in question shall not be binding on either party. **This** option must be undertaken within ten (10) calendar days from the date of the written response referred to in Step 2.
- 13.04 if a satisfactory settlement cannot be reached, or if the party on whom the grievance has been served, fails to meet the other party, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration provided said written notice is **given** within forty-five **(45)** calendar days of the last written response, or from the date the parties failed to meet.
- 13.05 **The** Company **and** the Union shall make every reasonable effort to schedule meetings to discuss **and** resolve grievances during regular working hours. An employee(s) shall be paid the regular straight time rate of pay for attending such meetings.
- 13.06 Any of **the** time limits set out in **the** Article may be extended by mutual agreement, in writing, of the parties hereto.

ARTICLE 14
ARBITRATION PROCEDURE

14.01 Either party to this Agreement may, in accordance with the provisions of this Agreement, and upon completion of Step 2 of the grievance procedure, notify the other party, in writing, of its desire to submit to a Board of Arbitration an unsettled complaint relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the matter is arbitrable.

14.02 a) The Board of Arbitration referred to in Section 14.01 of this Article, shall be composed of three (3) members and shall be established in the following manner:

- 1.** Within seven (7) working days following receipt of such notice, the Company and the Union shall each select a representative to serve on the Board of Arbitration;
- 2.** No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration;
- 3.** The nominee of the Company and the nominee of the Union shall, within five (5) working days after they have each been selected, choose an additional member to act as Chairperson;
- 4.** In the event of failure of the nominees of the Company and the Union to agree upon a Chairperson within the five (5) days specified, the Minister of Labour shall be immediately requested to name a third (3rd) member who shall act as Chairperson of the Board of Arbitration;
- 5.** Within five (5) days of the appointment of the impartial Chairperson, the Board of Arbitration shall sit to consider the matter in dispute and shall render a decision within thirty (30) calendar days after its last session

b) It is understood and agreed that the time limits, as set out in Section 14.02, Sub-Section a) of this Article, may be altered by mutual agreement, in writing, between the Company and the Union.

14.03 Notwithstanding Section 14.01 and 14.02 of this Article, the parties may agree to the appointment of a single Arbitrator with the same powers as a Board of Arbitration. In such cases, within seven (7) working days of the notice referred to in Section 14.01, the Company and the Union shall select an Arbitrator that is mutually acceptable to both parties. If agreement cannot be reached on the appointment of a single Arbitrator within five (5) working days, a Board of Arbitration shall be appointed in accordance with the provisions of Section 14.02 of this Article.

ARTICLE 14 Continued

- 14.04** A Board of Arbitration or Single Arbitrator, **appointed** in accordance with this Agreement, shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or alter, modify **or** amend **any part of the** provisions, or deal with any matter not contained herein.
- 14.05** A decision of the Single Arbitrator or of majority **of** the Board of Arbitration shall be final and binding **on** all parties involved.
- 14.06** No matter may be submitted to arbitration that has not been processed through the complaint procedure. This provision may be waived upon the mutual agreement, in writing, between the two (2) parties.
- 14.07** The Company and the Union shall equally share the *cost* of the Single Arbitrator or the Chairperson of the Board of Arbitration **and** each **of the** parties shall bear the cost of their own representatives and witnesses.
- 14.08** An Arbitration Board or single Arbitrator, selected in accordance **with** this Agreement, shall render a written decision to the parties hereto within thirty (30) calendar **days of** the date of the conclusion **of** the Arbitration hearing. This time **period** may be altered with the consent of both of the parties to this Agreement.

**ARTICLE 15
DISCIPLINE AND DISCHARGE**

- 15.01 a)** No Employee shall be disciplined or discharged without **just** cause and such discipline will be applied **in** a consistent manner.
- b)** In the event **that the** Company deems it necessary to meet **with an** employee away from his/her work station on a matter of discipline, the employee will be accompanied by a Steward.
- Employees will be informed of the reason for their reprimand, suspension or termination in writing and a copy will be forwarded to the Union office by Human Resources.
- 15.02 a)** If **an** employee believes he has been unjustly disciplined, suspended or discharged, he may request **the** matter be dealt **with** as a grievance, in accordance with Article 13, Grievance Procedure.
- 15.03** Termination of an employee **who** has not completed **the** probationary period as set out in Article 11.03 shall not be subject to challenge **by the** Union **or the** employee under the terms of this Collective Agreement.

**ARTICLE 16
HOURS OF WORK & OVERTIME**

- 16.01 The provisions contained in this Article are established for payroll calculation purposes only, and shall not be construed as a representation or guarantee by the Company or guarantee to any Employee of any time or period of work or employment except as is provided in Section 16.02, Sub-Section a) and b) of this Article.
- 16.02 a) The normal straight time hours of work for Employees shall be based on eight (8) consecutive hours of work in any twenty-four (24) hour period commencing at the start of the Employee's first regularly scheduled shift for five (5) consecutive days in any calendar week.
- b) Notwithstanding Section 16.02, Sub-Section a) above the Union agrees that the Company may reduce without notice, at any time, the normal straight time hours of work of any Employee by up to one hundred and thirty-two (132) regularly scheduled hours in each calendar year provided that such reductions in the employee(s) normal straight time hours of work do not exceed eight (8) hours in any one (1) given week.
- 16.03 Employees shall be paid overtime as follows:
- i) Time and one-half (1.5X) for hours worked in excess of eight (8) hours in a scheduled work day;
 - ii) Time and one-half (1.5X) for all hours worked on the Employee's first scheduled day of rest;
 - iii) Double time (2X) for all hours worked on the Employee's second scheduled day of rest;
 - iv) Employees shall be paid at their applicable Master File straight time rate, except as this rate may otherwise be adjusted as provided in this Agreement, for the first forty (40) hours worked in the Employee's regularly scheduled work week as referred to in Section 16.02, Sub-Section a) of this Article and shall be paid overtime for any hours worked in excess of such forty (40) hours worked in any such work week at the rates specified in Section 16.03 i), ii) and iii) above.
- 16.04 It is understood and agreed that where an Employee is required to work an overtime assignment, such assignment shall be considered scheduled work. **Except** in the case of an emergency, beyond the control of Management, the Company shall advise the Employee(s) a minimum of five (5) hours before the end of the Employee(s) regularly scheduled shift after which the overtime was to be worked, if the overtime so scheduled is to be canceled.
- 16.05 An Employee's work schedule shall not be changed during any one (1) week or cycle for the purpose of avoiding the payment of overtime rates or premiums.

ARTICLE 16 Continued

- 16.06 a) The Company shall give an Employee forty-eight (48) hours notice of a change in shift schedule. Where such notice is not given, the Employee(s) shall be paid time and one-half (1.5X) for the first four (4) hours of regular hours worked following the change. This provision shall not apply to a new Employee's initial assignment to a regular shift.
- b) The provisions of this section shall not apply to an Employee requesting a change in shifts for personal reasons. No Employee shall be allowed to change shifts under any circumstances without first receiving the written approval of his immediate Supervisor.
- c) The schedule of an Employee may be changed without notice in the event of the unscheduled absence of other Employees, or in the event of an emergency such as a fire, flood, breakdown of machinery or other major disruptions genuinely beyond the control of the Company.
- 16.07 a) Daily hours of work shall be consecutive, with the exception of a fifteen (15) minute paid rest break in the first half of the work day, a thirty (30) minute unpaid meal period, and a fifteen (15) minute paid rest period in the second half of the day, for a work day of six (6) or more hours.
- b) The Company may vary the schedule of either the rest break(s) or the meal period for the purposes of overcoming production difficulties that are genuinely beyond the control of the Company, except that the rest break(s) shall not be added to the meal period.
- 16.08 If an Employee is required to work unscheduled overtime in excess of one (1) hour before and/or beyond his normal shift (or combination thereof which totals one (1) hour, such Employee shall be provided with an allowance of ten dollars (\$10.00) in lieu of the Company providing the employee with a hot meal and the time for the overtime meal period. The meal allowance shall be included in the Employee's regular earnings.
- 16.09 It is understood and agreed that there shall be no pyramiding of overtime hours, rates or premiums contained in this Agreement.
- 16.10 The Company shall distribute overtime as equitably as practicable among the employees within their respective Department.
- Overtime other than complete department overtime will be distributed as follows:
- a) Offered to the employee that normally does the job.
- b) Offered to other employees in the same department according to seniority providing they can do the job.
- c) Offered to employees in a different department according to seniority providing they can do the job.

ARTICLE 16 Continued

- 16.11 An Employee **who** is called out to **work** unscheduled overtime shall be paid a minimum of four (4) hours at **the applicable** overtime rate and will only be required **to** complete **the** work called out to perform. In the event the **work exceeds four (4) hours**, the applicable overtime rate shall apply for all hours worked.
- 16.12 a) An employee injured at work **and** unable to **complete** their shift, as determined by a Medical Physician, shall be paid for **the balance** of such shift at his regular rate of pay.
- 16.13 It is understood **and** agreed that none **of** the overtime provisions of this Article shall apply or be paid because **of** personal arrangements between Employees. Employees wishing to change shifts for personal reasons, must obtain prior **written** approval **of** the Plant Superintendent.
- 16.14 An Employee(s) shall report by telephone to his immediate Supervisor, or in a prescribed manner, at least one (1) hour prior to the start of his scheduled shift, sickness or inability to report for work. Failure to properly report shall constitute **the** Employee as being considered absent without leave **and** **the** Employee may be subject to disciplinary action **as** determined, **on the merits** of the specific situation, by **the** Plant Superintendent.

**ARTICLE 17
PREMIUM RATES**

17.01 Shift Premiums

Thirty-five cents (\$0.35) per hour for any shift **that** is started between 15:00 hours (3:00 P.M.) **and** 03:59 hours (3:59 A.M.) provided that such shift **that** is started is completed as scheduled.

Thirty-five cents (\$0.35) per hour worked after 15:00 hours (3:00 P.M.) for shifts starting between 10:00 hours (10:00 A.M.) **and** 15:00 **hours** (3:00 P.M.).

17.02 a) First Aid Certificate

Twenty-five cents (\$0.25) per hour for every hour of scheduled work worked by regular employees holding a valid first aide attendant certificate in accordance with Alberta Regulations.

ARTICLE 17 Continued

- 17.03 The premiums contained in this Article shall not be included in calculating overtime rates but shall be paid for all overtime hours worked in conjunction with such shift.

**ARTICLE 18
PROMOTION Ji AUVANCERIENI**

- 18.01 a) Employees will be eligible for promotion when qualified in functions typical of functions in their own Pay Class and can demonstrate the aptitude, ability and physical fitness to perform functions typical for the available work in the next higher pay class in the normal line of progression.
- b) When in the judgment of the Company the aptitude, ability and physical fitness as referred to in Section 18.01, Sub-Section a) above is to all intents and purposes equal between two (2) or more Employees, the Employee having the most Company seniority shall be the first Employee offered the opportunity for such promotion referred to in Section 18.01, Sub-Section a) of this Article.
- 18.02 The Company and the Union agree that it is to the mutual benefit of both parties to train Employees for the purpose of promotion.

**ARTICLE 19
PAY CLASSES, JOB FUNCTIONS Ji RATES OF PAY**

- 19.01 The rates of pay for the typical functions in the established pay classes for Employees shall be set out in Appendix "A" attached hereto and forming part of this Agreement.
- 19.02 Where a new job function is established, or where the content of existing job functions are substantially changed, or an Employee is improperly classified, the pay classes, rate(s) of pay, and other related matters shall be established by the Company. In the event the Union disputes the Company's decision on the matter and fails to negotiate the difference, the matter may be a subject of a complaint and may be referred to arbitration. The Arbitrator or Board of Arbitration, shall have the power to determine appropriate pay classes, rates of pay, and other related matters in issue, effective the date the job functions were changed or new job functions were established. The Company shall, however, establish the rates of pay for new job functions until agreement, or the decision of an Arbitrator or Board of Arbitration has been given, at which time the rate of pay shall be retroactive for the hours worked in the new pay class.
- 19.03 a) When a regular employee works in a higher pay class the employee shall be paid the higher rate of pay for all the hours worked in that pay class. In the case of an employee working more than four (4) hours in a higher pay class the employee shall be paid the higher rate for the entire shift.

ARTICLE 19.03 *Continued*

- b) The provisions of Section 19.03 Sub-Section a) shall **not** apply to employees in training.

**ARTICLE 20
PAYMENT OF WAGES**

- 20.01 All Employees shall be paid every second Friday using a direct bank deposit system
- 20.02 An Employee that voluntarily terminates employment shall be paid all accrued wages on or before the end of the next regular pay period. An Employee that is terminated by the Company shall be paid on or before the second regular business day following the date of the Employee's termination.

**ARTICLE 21
GENERAL PAID HOLIDAYS**

- 21.01 The following days shall be recognized as General Paid Holidays for the purposes of this Agreement:

New Years Day	First Monday in August
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day [Floater]	Remembrance Day"
Canada Day	Christmas Day
	Boxing Day

Family Day will be provided as long as it is Provincially approved for the current year.

- 21.02 a) An Employee covered by this Agreement, subject to the conditions below, shall be entitled to straight time pay based on his normal hours of work for any of the General Paid Holidays covered by Section 21.01, Sub-Sections a) and b), provided:
 - i) that the Employee has been in the employment of the Company for thirty (30) days during the previous twelve (12) months;
 - ii) that the Employee worked his last full scheduled shift immediately preceding and succeeding the General Holiday and on the General Holiday if scheduled to work;

ARTICLE 21.02 Continued

- iii) that if the employee is unable to report to work on the days identified in section 21.02, item (ii) because of bona fide illness, injury or authorized day off. HC shall provide prior advice, where possible, of his inability to work and shall provide a physicians certificate where applicable.

Authorized leave as stated herein shall not include any extended leaves of absence for the purpose of vacation .”

- b) It is understood and agreed that when an Employee is laid off in accordance with the provisions of Article 12 of this Agreement effective on either the full scheduled shift immediately preceding or succeeding a General Holiday the Employee shall be paid for such General Holiday in accordance with Section 21.02 above, provided that, in the event he is laid off effective with the shift immediately following the General Holiday, the Employee has worked the last full scheduled shift immediately preceding such General Holiday.

21.03 If an appropriate Governmental authority proclaims an additional General Paid Holiday during the term of this Agreement Section 21.01, Sub-Section a) shall be amended to include such General Paid Holiday so proclaimed.

21.04 Double the regular straight time hourly rate shall be paid to an Employee for the normal shift hours worked on a General Paid Holiday in addition to being paid for the General Holiday.

21.05 a) Where a General Paid Holiday falls on an Employee's scheduled day off, the Employee may elect to be paid for the General Paid Holiday or receive an alternative day off at straight time pay, in conjunction with the Employee's annual vacation, or any other day, providing either is mutually agreed to, in advance, by the Company and the Employee.

- b) **Victoria Day Floater**

The Employee may elect to take the floating day in conjunction with the Employees Annual vacation, or any other day, providing either is mutually agreed to, in advance, by the Company and the Employee. The Employee may elect to be paid for the Victoria floater in lieu of taking a day off.

21.06 For the purposes of General Paid Holidays only, a working day shall be defined as the twenty-four (24) hour period commencing at 6:00 hours (6:00 A.M.) on the day of the General Holiday.

21.07 Where permitted under applicable labour legislation, if any of the General Paid Holidays fall on a Saturday or Sunday, the Monday following will be observed as the Holiday.
(Refer to Letter of Understanding for Xmas Holidays.)

**ARTICLE 22
VACATION ENTITLEMENT & PAY**

22.01 The purpose of annual vacations is to provide Employees with a period of rest and relaxation away from their work environment, therefore, all Employees shall be required to take their annual vacations during the year of vacation entitlement.

22.02 Employees Shall be entitled to annual vacations with pay in accordance with the following schedule:

Completed Years of Employment	Weeks of Vacation	Vacation Pay as a % of Regular Earnings
1	2	4%
5	3	6%
9	4	8%
14	5	10%

Effective date of ratification the sixth and seventh weeks of vacation are no longer in effect, except that:
Those employees who presently qualify for the sixth or seventh weeks, or would qualify for them during the term of the new collective agreement (prior to July 1, 1998) will receive them.

20	6	12%
25	7	14%

22.03 For the purposes of Vacation entitlement, a vacation year shall be from January 1st to December 31st and a calendar week shall be five (5) working days for an Employee working an eight (8) hour shift.

22.04 For the purpose of calculating vacation pay, the percentage (%) rates referred to in Section 22.02 shall be applied to the Employee's total hours paid by the Company, to a maximum of 2,080 hours, excluding taxable benefits, for the twelve (12) month period ending December 31st of the previous year.

For the purpose of the above calculations overtime hours will be calculated at straight time (one hour worked equals one hour paid).

The total hours will be multiplied by the employees current inaster file rate, or the inaster file rate at December 31 of the preceding year, whichever is the greater. Two percent (2%) of this total shall be the employee's vacation pay for each week of entitlement.

22.05 An Employee's Vacation entitlement and Vacation pay shall be based on the Employee's completed years of service in the calendar year in which the Employee's anniversary of employment falls, in accordance with Sections 22.02 and 22.04.

ARTICLE 22. Continued

- 22.06 Employees shall be required to submit their preference for vacation periods to their immediate Supervisor, on a departmental basis, on or before April 1st in each year. The Company shall post approved vacation schedules, by department, on or before April 30th of that year.
- 22.07 The scheduling of vacations shall be granted based on Company seniority within the department by the crew. Vacation requests received after April 1st shall be scheduled, based on the date the application is received, on a first received, first scheduled basis. Insofar as possible the Company shall grant vacations at times most desirable to Employees, but the final allotment of vacations is reserved by the Company in order to ensure efficient and orderly operations.
- 22.08 If a General Paid Holiday(s), as set out in Article 21, falls within an Employee's annual vacation period, such Employee shall be entitled to an additional day(s) of vacation with pay on what would have been the first day(s) the Employee would have worked after his annual vacation or any other day, providing either is mutually agreed to in advance, by the Company and the Employee.
- 22.09 An Employee shall receive his vacation pay with the regular pay period immediately preceding the commencement of his vacation period unless the Employee instructs the Company in writing otherwise.
- 22.10 An Employee who quits or is discharged for cause shall receive the applicable percentage of his regular earnings as defined in Section 22.02, based on service, to the date of the Employee's termination of employment.
- 22.11 a) Notwithstanding anything contained in this Article the Company may schedule vacation shutdowns for periods not to exceed four (4) calendar weeks in any one (1) calendar year.
- b) The Company shall provide a minimum of thirty (30) calendar days notice of any such vacation shutdown referred to in Sub-Section a) above.
- c) Employees will have the option of scheduling their unused vacation entitlement and applicable vacation pay for the vacation year in which such shutdowns, as referred to in Sub-Section a) above, occur.

**ARTICLE 23
HEALTH AND WELFARE**

- 23.01 a) During the term of this Agreement, the Company shall make available the following benefits to eligible Employees: Employees should make themselves aware of the terms and conditions of Companies benefit plans.

ARTICLE 23.01 *Continued*

i) **Alberta Hospitals & Medical Care Health Care Insurance Plan**
Effective the first day of the month following completion of nine (9) months continuous service.

ii) **Extended Health Care**
All Eligible Employees and their dependents.

Co-Insurance*: 100%

Deductible: \$25 per calendar year per employee
(including dependents)

Effective the first (1st) day of the month following the completion of nine (9) months continuous service.

❖ The amount of financial participation that the Insurance Carrier will pay to the Medical Physician or practitioner towards the usual (reasonable and customary) charges for medically required services. The employee shall be responsible for charges that are assessed by a Medical Physician or practitioner that are in excess of the usual (reasonable and customary) charges for the medically required services and/or for any charges for any non-medically required service.

iii) **Dental Care**
All eligible employees and their dependents.

Dental Service	Co-Insurance**❖	Limitation/Restrictions
Basic	100%	No Maximum amount. "Annual" type check ups and "Annual" type X- Rays restricted to once every twelve (12) calendar months.
Unlimited Major ❖❖❖	50%	\$1,000.00 Maximum
Orthodontia	50%	Restricted to Dependent Children \$1,500.00 Lifetime Maximum

Effective the first (1st) day of the month following nine (9) months continuous service.

ARTICLE 23.01 Continued

❖❖ The amount of **financial participation** that the Insurance Carrier will pay towards the standard Alberta Dental Association Fee Guide for the dental service(s) performed. Any costs **that** are either over **and** above the Alberta Dental Association Fee Guide, or in excess of a specified Co-Insurance level, shall be the responsibility of the Employee.

❖❖❖ This does not include dental work classed as cosmetic and certain services may be restricted or classed as not covered under terms of the carrier's basic policy.

iv] **Life Insurance**

A flat maximum benefit of twenty-five thousand dollars and no cents (\$25,000.00).

Effective the first (1st) day of the month following nine (9) months continuous service.

v] **Accidental Death and Dismemberment**

In the event of death a flat benefit of twenty-five thousand dollars and no cents (\$25,000.00).

In the event of dismemberment the twenty-five thousand dollar and no cents (\$25,000.00) benefit shall be pro-rated in accordance with the carrier's schedule.

Effective the first (1st) day of the month following nine (9) months continuous service.

vi] **Weekly Indemnity**

- 61% of regular straight time weekly earnings, rounded to the next multiple of \$1.00 if not already such multiple, to a maximum of \$730.

- Coverage Effective: First day of accident
First day of hospitalized sickness or eighth day

- Maximum benefit period: 17 weeks

- No benefits payable if entitled to Worker's Compensation.

- No benefits are payable during pregnancy leave and for ten (10) weeks either side.

- Benefits non taxable

ARTICLE 23.01 *Continued*

Effective the first (1st) day of the month following nine (9) months continuous service.

- 23.01 b) Without altering or otherwise mitigating the conditions, terms and/or provisions of the policy of the Company's contract carrier for the weekly Indemnity Benefit provided under Section 23.01, Sub-Section a), Item vi) above the Company agrees to recognize the full attendance of its Employees through the implementation and administration of a Policy and Procedure on "attendance credits".
- 23.02 Notwithstanding Section 23.01 of this Article, the Company shall not be required to provide for the continuance of either the benefits nor the payment of any of the respective benefit premium costs of the benefits listed in Section 23.01 after:
- i) Termination of employment as set out in Article II, Section 11.04;
 - ii) Six (6) months following the permanent closure of the Plant or section thereof.
- 23.03 It is understood and agreed that all of the above benefits shall be subject to the individual policy conditions and that further details shall be set out in an Employee Benefit booklet. The Company shall provide the Union with a copy of such booklet.
- 23.04 a) The Company may change Insurance carriers from time to time, but any such change will not result in a decrease of the benefits referred to in this Article.
- b) The Union recognizes that the Company is not the Insurer and all benefits are payable by the Insurer and not the Company.

**ARTICLE 24
LEAVES OF ABSENCE**

- 24.01 a) **Bereavement Leave**
- i) In the event a death occurs in an Employee's immediate family (spouse, son, daughter, mother, father, sister, brother, mother or father-in-law, common-law spouse) such employee, on request, shall be granted up to three (3) consecutive days including the day of the funeral.
 - ii) In the event a death occurs in an Employee's immediate family (spouse, son, daughter, mother, father, sister, brother, mother or father-in-law, common-law spouse) and the deceased member of the Employee's family was domiciled outside the Province of Alberta such Employee, on request, shall be granted up to four (4) consecutive days leave to attend the out of Province funeral. Such leave shall include the day of the out of Province funeral unless the day of such funeral is on a day other than a scheduled day of work.

ARTICLE 24.01 *Continued*

- iii) In the event a death occurs of an employees grandparent such employee, upon request , shall be granted one (1) paid day at the time of the funeral. Two additional unpaid days to run consecutively with the paid day shall be available upon request provided such leave is requested at the onset.”
- b) An Employee granted leave in accordance with a) above, shall receive regular straight time pay for such days that would have been normally worked.
- c) Notwithstanding the definition of a "Common-Law Spouse" as set out in Appendix "B" - Glossary of Terms, appended to aaid forming part of this Agreement, a Common-Law Spouse for the sole purpose of the administration of the Paid Leave provisions of Section 24.01, Sub-Section a], items i] and ii] aaid Section 24.01, Sub-Section b) above shall be considered to be the immediate relative of the Employee if the Common-Law spouse is named as the Employee's beneficiary in the Company's Benefit Plans.

24.02 Jury Duty

- a) An Employee who is called for Jury Duty or is subpoenaed as a witness (but not in his own defense) shall be paid straight time wages, less any allowance received from the Court for regular hours absent from work. The Employee will be required to provide the Company with proof of attendance prior to any payment for lost wages.
- b) The Employee will be required to report to work and work his normal shift when he is not required to attend court as a result of the subpoena referred to in a) above.

24.03 Union Leave

The Company shall grant a leave of absence without pay to Employees that are:

- a) Appointed or elected as a full time Officer except that not more than two (2) Employees at any one time will be granted such leave, provided such leave does not exceed one (1) year for each Employee.
- b) Appointed or elected as Union representatives to attend to Union business, except that not more than five (5) Employees at any one time will be granted such leave and not more than one (1) from any one department and provided that such leave does not exceed thirty (30) days for each Employee.

24.04 The Union in requesting leave, in accordance with Section 24.03 above, shall give the Company a minimum of fifteen (15) calendar (lays) written notice requesting the leave.

24.05 The leave granted by the Company in Section 24.03 a) above may be extended, upon mutual agreement, in writing, between the Company and the Union.

ARTICLE 24 Continued

24.06 An Employee appointed or elected to a full time position with the Union shall maintain Company seniority but shall not be entitled to any other benefits contained in this Agreement.

24.07 Employees granted leave in accordance with Section **24.03** of this Article may return to their former assignment, subject to their seniority **and** provided that they can satisfactorily perform the required work. Such Employees will provide the Company with a minimum of **thirty(30)** days prior written notice of his intention to return to work.

24.08 a) **Compassionate Leave**

The Company may allow an Employee a leave of absence without pay, for compassionate or personal reasons. Such leave will require prior written approval by the Company **and** an Employee request must be submitted in writing as far in advance as possible.

b) Without mitigating the Company's exclusive right to make the determination as to whether or not to grant the Employee's request referred to in Section **24.08**, Sub-Section a) above, the Company will not be unreasonable in making such determinations.

24.09 Should a leave request be granted to an Employee in accordance with Section 24.03, Sub-Section **b)** and Section **24.08** of this Article, such approval will be conditional that the Employee exhausts his annual vacation benefits before the approved leave day(s) start.

Paternity Leave

An employee about to become a father will be granted an unpaid leave of absence of two days at the time of the birth of his child. The employee will give the employer advance notice of the expected date of birth **and** their intention to take this paternity leave. **If** the employee wishes to take the second day separately from the first he must take it within ten (10) days of the date of birth.

**ARTICLE 25
SAFETY**

25.01 The Company and the Union recognize the benefits to be derived from safe working conditions **and** work practices. Accordingly, it is agreed that Employees, Union representatives and Company Supervisors at all levels, shall cooperate to promote safe work practices, safe and healthy working conditions and the enforcement of safety rules. Further, Employees of the Company are fully obligated to comply with all reasonable rules of conduct and safety established by the Company.

ARTICLE 25 *Continued*

- 25.02 a)** It shall be the duty of an Employee to report immediately to his immediate Supervisor any unsafe working condition(s).

When such situations arise, the Supervisor, with the Employee and the Union Safety Representative, if he is on shift, will investigate the matter. The Supervisor is responsible for maintaining a safe working environment within his area and shall arrive at a speedy resolution to the identified situation. In determining the extent of the identified unsafe condition and the necessary corrective action, the Supervisor may seek the opinion of others or call upon any or all available resources.

- b)** The Company does not want an Employee to work in any situation which is unsafe or hazardous. Where an Employee is able to demonstrate, on reasonable grounds, that a condition of hazard exists at a work location, the Employee shall not be subject to discipline by reason of refusing to work at that place. In the event this situation arises, the Employee will first immediately notify his immediate Supervisor. The Employee concerned may request the assistance of a Union Safety Representative.

- 25.03 a)** The Company and the Union shall work together in establishing a Joint Safety Committee consisting of four (4) Employee representatives, one (1) each representing the Kill Floor, the Cooler, the Yard and the Maintenance areas and four (4) representatives appointed by the Company.

- b)** The Company and the Union recognize that the Joint Safety Committee can be a significant contributor to the promotion of safety and should be in place and maintained. It shall be the duty of the Joint Safety Committee to promote the desire on the part of all Employees to work safely, to keep the premises and equipment in such condition that they will be safe for all Employees, and to promote and advocate the observance of all safety rules and regulations.

- c)** The Company and the Union shall each appoint one (1) of their appointees to the Joint Safety Committee to act as a Co-Chairperson of the Joint Safety Committee. The Co-Chairpersonship of the Joint Safety Committee will alternate every two (2) months or as otherwise mutually agreed.

- d)** The Union will notify the Company, in writing, of the names of their appointees of the Joint Safety Committee and the areas that they represent.

- e)** The Union and/or the Company may also nominate other Employees as temporary replacements for the permanent Joint Safety Committee members who may be absent from time to time.

- f)** The Company shall post the names of the permanent members of the Joint Safety Committee to the bulletin board(s).

ARTICLE 25 *Continued*

- 25.04 a)** Once every month the Joint Safety Coininittee, on a date and time mutually agreed upon, shall inspect a specific work area of the operation. Immediately after each inspection the Coininittee shall meet to prepare a report of its findings and to sei a date aaid location for/of the next inspection and shall, as soon as possible thereafter, submit its findings to the Plant Superintendent, the Joint Safely Committee, the Union and the Director of Inspections administering the Occupational Health and Safety **Act** for the Province of Alberta.
- b)** The general duties of the Committee shall be to make a thorough inspection of the pre-selected section of the premises for the purpose of determining hazardous conditions, to investigate unsafe practices aaid to receive complaints aaid recommendations with respect to these matters.
- c)** The safety tour shall be comprised of the Co-Chairperson, and the Employee and Company Safety Representatives.
- 25.05** If required, once every six (6) months, the Joint Safety Committee will tour the entire operation.
- 25.06** Whenever a serious accident occurs, whether or not involving injury, the Employee Safety Committee Chairperson, or his designate, shall be immediately notified by the Company aaid permitted access to the place of the accident to participate in the investigation along with the Company's Safety Committee Chairperson or his designate. Copies of the resultant investigation report will be circulated to all members of the Joint Safety Coininittee. This provision shall be subject to the Occupational Health and Safety Statute and Regulations of the Province of Alberta.
- 25.07 a)** Time spent during an Employee's regular working hours on monthly safety inspections aaid subsequent ou site meetings will be considered time worked aaid will be used for the purpose of calculating overtime entitlement.
- b)** Time spent at the Company's Plant operations, outside an Employee's scheduled regular working hours, as required by the Joint Safety Committee on monthly inspections aaid subsequent meetings, will be paid at the Employee(s) regular straight time rate aaid such time will be used for the purpose of calculating overtime entitlement.
- 25.08** Employees are encouraged to put forth to the Joint Safety Coininittee, suggestions for improvements or alternatives, in order to improve the Safety effectiveness of the Company's operations.
- 25.09** The Company and the Union may, upon mutual agreement, change the terms of reference and the composition of the Joint Safely Coininittee to improve its effectiveness.

ARTICLE 25 Continued

- 25.10 The Company will institute general safety meetings on a regular basis on Company time. Suggestions and/or complaints tendered by Employees at these general meetings shall be discussed and recorded and then forwarded to the Joint Safety Committee for their review and action at their next regularly scheduled committee meeting.
- 25.11 a) The Company shall supply safety equipment, as listed (but neither equal nor limited to) in Section 25.12 of this Article, on a loan basis to Employees that are deemed by the Company to require such equipment in the performance of any work the Employee may be assigned.
- b) The equipment referred to in Section 25.11 Sub-Section a) above shall not be removed from the Company's plant site.
- c) The Employee loaned such equipment referred to in Section 25.11 Sub-Section a) above shall be required to sign for the article(s) loaned and return said article(s) in good and serviceable condition, fair wear and tear excepted, to the Company when either his assignment no longer requires the use of such article(s) or when the Employee(s) is laid off or terminates his employment with the Company.
- d) An Employee(s) who fails to return a loaned article(s) in accordance with Section 25.11 Sub-Section c) above shall be charged with the replacement cost of the article(s) in question.
- e) Employees shall maintain and not deface in any way, equipment supplied by the Company.
- f) The nature of the work and the conditions under which the work is performed, as determined by the Company, will govern the issuance of any safety equipment.

25.12 Safety Equipment

Hard Hats	Hard Hat Liners
Chin Straps	Hearing Protectors
Mesh Gloves	Apron & Dolly Pads
Knife Scabbards	Wrist Guards
Safety Glasses	Steel Toed Rubber Boots
Safety Locks	Switch Gear Locks
Electrician's high voltage gloves	
Aprons, Gloves and Face Shields for handling corrosive substances.	

- 25.13 a) The cost of annual medical examinations, required in compliance with the Government of Canada - Meat Inspection Act and/or such other health regulation(s) that the Company may be required to comply with to become a recognized (listed) supplier of meat products (e.g.: The European Economic Community or the United States Department of Agriculture), shall be paid for by the Company.

ARTICLE 25.13 *Continued*

- b] All new and/or rehired Employees shall be required to take a **pre-employment** medical examination prior to starting **his** first shift.
 - c] Medical examinations required by **the** Company, other than those required under Section 25.13 Sub-Sections a] and b] above, shall be **paid** for by the Company and shall be completed without loss of pay by the Employee.
 - d] The Company shall specify **the** name(s) of **the** Medical Physician(s) to complete **the** required medical examination.
- 25.14** The possession of and/or use of alcohol, drugs (other than those drugs **that have** been specifically prescribed by **an** accredited Medical Doctor in **the** Province of Alberta) or other mind and/or behavior altering substance(s) by **any** Employee during **the work** day, or prior to that work day if the Employee shows any sign of residual impairment, shall be immediate grounds for suspension **and** may, after investigation, result in **the** Employee(s) termination **of** employment with **the** Company.
- 25.15** An employee should report any work related illnesses or injuries, to their immediate supervisor, regardless of how minor, prior to **the** completion of **the** shift in which the problem occurs.
- An employee suffering from illness or injury should avoid engaging in activities that would be of detriment to their recovery.

ARTICLE 26 WORK CLOTHING AND SPECIALTY TOOLS

- 26.01** a] **The** Company shall supply protective clothing **and** specialty tools, as listed (but neither equal nor limited to) in Section **26.02** of **this** Article, on a loan basis to Employees that are deemed by the Company to require such protective clothing **and** specialty tools in the performance of any work **the** Employee may be assigned.
- b] The protective clothing and specialty tools referred to in Section 26.01, Sub-Section a] above shall not be removed from **the** Company's Plant site.
 - c] The Employee loaned such protective clothing **and** specialty tools shall be required to sign for **the** article(s) loaned and return said article(s) in good **and** serviceable condition, fair wear **and** tear excepted, to the Company when either **his** assignment no longer requires the use of such article(s) or when the Employee(s) is laid off or terminates **his** employment with the Company.
 - d] An Employee **who** fails to return **a** loaned article(s) in accordance with Section 26.01, Sub-Section c] above shall **be** charged with the replacement cost **of** the article(s) in question.

ARTICLE 26.01 Continued

- c] The Company shall provide a laundry and maintenance program, for the items of protective clothing that are launderable, that shall provide each Employee who requires such **launderable** protective clothing **with one (1) item of each such article** deemed as required by the Company to perform the work assigned. On the return of a soiled article(s) the Employee shall be issued a clean article(s) on a **one (1) for one (1) exchange**. Employees shall be responsible for the return ~~and~~ pick-up of these launderable clothing articles at designated points.
- f] Employees shall maintain and not deface in any way, protective clothing or specialty tools supplied on loan to an Employee by the Company.
- g] The nature of the work and the conditions under which the work is performed, as determined by the Company, will govern the issuance of any protective clothing or specialty tools to any Employee or group of Employees.

26.02 Protective Clothing

Freezer Coats	Gloves
Hair Nets	Head Covers
Oilskin Sleeves	Oilskin aprons
Smocks	Coveralls

Specialty Tools

Knives	Steels
Whetstones	Meat Trimmer Hooks
Overhauling Hooks	

- 26.03 a]** All safety footwear shall be C.S.A. **approved**.
- b]** In the area(s) of the Company's operations where Employees are required to wear safety footwear, the affected Employees shall be required to purchase and provide their own safety footwear.
- c] i]** To offset the cost of such safety footwear purchases by the Employees, the Company will provide regular Employees with a cash allowance of One **Hundred Dollars and No Cents (\$100.00)** payable once per full contract year upon presentation to the Company of bona fide proof of purchase for replacement safety footwear together with **the** safety footwear being replaced.



ARTICLE 26.03 Continued

- ii) Notwithstanding the provisions of Section 26.03, Sub-Section c] i] above in this Article, and in consideration of the specific job conditions that exist, the Company agrees to provide regular Employees who are permanently assigned to job functions in the Stock Yard area with a cash allowance of One Hundred Dollars and No Cents (\$ 100.00) once per full contract year upon presentation to the Company of a bona fide proof of purchase for replacement C.S.A. approved safety footwear together with the safety footwear being replaced.
- d) The cash allowance referred to in Section 26.03, Sub-Section c] of this Article shall be repayable on a pro rata basis should the Employee quit or is terminated in his first year of service.

**ARTICLE 27
TOOL ALLOWANCE**

27.01 The Company shall pay to each maintenance employee a yearly tool allowance of \$360.00 provided such employees purchase tools for their tool kit.

Receipts and tools bought to be verified by Maintenance Foreman.

27.02 The Company shall reimburse Tradesmen for the loss of tools and cabinets damaged by fire or disaster, not caused by any Employee, while on Company property. Tradesmen shall provide the Company with a verified list of his tools on Company property.

27.03 a) The Company shall provide to Employees on a loan/return basis specialty tools that are not normally a part of a Tradesman's required tool kit.

b) The Employee loaned such tools referred to in Section 27.03, Sub-Section a] above shall be required to sign for the tool(s) loaned and return said tool(s) in good and serviceable condition, fair wear and tear excepted, to the Company.

c) An Employee(s) who fails to return a loaned tool(s) in accordance with Section 27.03, Sub-Section b] above shall be charged with the replacement cost of the tool(s) in question.

**ARTICLE 28
TERM OF AGREEMENT**

28.01 This Agreement shall be in full force and effect from the first (1st) day of December, 1994 to the thirtieth (30th) day of June, 1998 and thereafter from year to year.

ARTICLE 26. *Continued*

- 28.02** The provision of Section 28.01 of this Article shall be subject to the right of either party to give written notice not more than one hundred and twenty (120) calendar days or less than sixty (60) calendar days prior to the original or any subsequent termination date of this Agreement, requiring the other party to commence collective bargaining with the intent of concluding a renewal Agreement.
- 28.03** Should either party give written notice to the other party pursuant to Section 28.02 of this Article, this Agreement shall thereafter continue in full force and effect until the Union or the Company shall give written notice of other action, and such other action has commenced, in accordance with the Labour Relations Code of the Province of Alberta, or the parties conclude a renewal Agreement.

**APPENDIX A
CLASSIFICATIONS AND HOURLY RATES OF PAY**

Across the board increases on all rates of pay, with the exception of the start rate of \$8.00 per hour.

Rates will increase according to the following schedule:

Effective:	July 1st, 1996	30¢ per hour	
	June 30, 1997	13¢ per hour	
			Effective Sept. 25, 1995
Pay Class	Group Title	Typical Function Requirements	Pay Class Hourly Rate
I	Labourer* Entrance Level 90 Calendar Days	General Labour - Unskilled* Scribe Pack & Hang from Tumbler Stamp	\$ 8.00
II	Labourer*-1 Rate effective after completion of 90 calendar days.	Drive Animals Pet Food ex Table Remove Offal from Floor Vacuum Hinds Pull Shrouds	\$ 9.65
III	Labourer*-2 Learner Level -1 Rate effective after the completion of 180 calendar days.	Tripe - Open Paunch Clean Floors &/or Rails Cut Knuckles Push Beef Scale & Pack Wash Heads Flush Heads	\$ 10.15
IV	Labourer*-3 Learner Level -2 Rate effective after the completion of 270 calendar days.	Bone Heads Saw Down Cut Front Legs Roll Top & Bottom Shroud	\$ 10.75
V	Labourer*-4 Learner Level -3 Rate Effective after the completion of 360 calendar days.	Trim (all) Trim Necks Remove Tail Helpers - Maintenance Group Shave Feet Mark Tail and Bag Rectum Hang Tripe Wash Tripe Operate foot washer Save mountain chain Operate stimulator Pre-rimmer	\$11.40

The Company will move an employee's rate of pay from level to level upon the completion of each 90 calendar day cycle, provided the employee has worked a minimum of 50 (accumulative) working days within each successive 90 day cycle.

Progression Pay Schedule

For those employees hired after (date of ratification).

The wages for the following job positions are governed by the pay progression schedule and will be considered as Pay Classes I - V.

- | | |
|------------------------|---------------------------|
| Scribe | Pack and hang from timber |
| Stamp | Drive animals |
| Pet stamp ex table | Remover offal from floor |
| Vacuum hinds | Pull shrouds |
| Tripe - open paunch | Clean floor or rails |
| Cat knuckles | Push beef |
| Scale and pack | Wash heads |
| Flush heads | Bone heads |
| Saw down | Cut front legs |
| Top and bottom shroud | Trim (all) |
| Trim necks | Remove tail |
| Helpers - Maintenance | Shave feet |
| Mark tail & bag rectum | Hang tripe |
| Wash tripe | Roll |
| Operate foot washer | Save mountain chain |
| Operate stimulator | Pre-rimmer |

New hires:

Pay Class	I	IIa	II	IIa	III
Effective Date	Start Rate	3 mos.	6 mos.	9 mos.	12 mos.
Date of Rat.	\$8.00	\$8.65	\$9.30	\$9.80	\$10.30
July 1/96	\$8.00	\$8.95	\$9.60	\$10.10	\$10.60
June 30/97	\$8.00	\$9.08	\$9.73	\$10.23	\$10.73

Pay Class	IIIa	IV	Iva	V
Effective Date	15 mos.	18 mos.	21 mos.	24 mos
Date of Rat.	\$10.65	\$10.90	\$11.15	\$11.40
July 1/96	\$10.96	\$11.20	\$11.45	\$11.70
June 30/97	\$11.08	\$11.33	\$11.58	\$11.83

PAY CLASS GROUP TITLE
VI Production

**TYPICAL FUNCTION
REQUIREMENTS**
Semi Skilled Labour

Effective Sept. 25, 1995
**PAY CLASS
HOURLY RATE**

Worker - 1
.Junior Level
Must demonstrate
& maintain proven
ability in
functions typical
for Pay Class I
thru Pay Class
VI functions and
demonstrate the
capacity and
ability to be
proficient in
functions typical
of those
functions listed
in Pay Class VII
to advance to
available work
in functions
typical for Pay
Class VII.

Chisel Heads
Saw Briskets
Knock
Cut Off Horns
Clean Rollers

\$11.63

Effective Sept. 25, 1995

PAY CLASS	GROUP TITLE	TYPICAL FUNCTION REQUIREMENTS	PAY CLASS HOURLY RATE
VII	<p>Production Worker - 2 Intermediate Level Must demonstrate and maintain proven ability in functions typical for Pay Class I thru Pay Class VII functions and demonstrate the capacity and ability to be proficient in functions typical of those functions listed in Pay Class VIII to advance to available work in functions typical for Pay Class VIII.</p>	<p>Semi Skilled Labour</p> <p>Drop Rail Push Beef to Scale Bung Lug/Push Beef Cut back bone for ribbing Soit, Tag, Tag weights, ribeye covers, strap etc for shipping Ribber</p>	\$11.88
VIII	<p>Production Worker - 3 Senior Level Must deinonstrate & maintain proven ability in functions typical for Pay Class I thru Pay Class VIII functions and demon- strate the capacity and ability to be proficient in functions typical of those functions listed in Pay Class IX to advance to available work in functions typical for Pay Class IX.</p>	<p>Semi Skilled Labour</p> <p>Shackle Prepare Heads Stick Transfer Leg (High Bench) Scale Basement Work Trim Hanging Tender Beef Buggy Operator Back</p>	\$12.12

Effective Sept. 25, 1995

PAY CLASS	GROUP TITLE	TYPICAL FUNCTION REQUIREMENTS	PAY CLASS HOURLY RATE
IX	<p>Production Worker 4 Seasoned Level Must demonstrate and maintain proven ability in functions typical for Pay Class I thru Pay Class IX functions and demonstrate the capacity and ability to be proficient in functions typical of those functions listed in Pay Class X to advance to available work in functions typical for Pay Class X.</p>	<p>Semi Skilled Labour</p> <p>Foetal Blood Stockyard- I Fancy Meats Group Rim</p> <p>Driver** - Truck Units Deep Rump</p>	\$12.59
X	<p>Production Worker - 5 Advanced Level Must demotistrate and maintain proven ability in functions typical for Pay Class I thru Pay Class X functions and demotistrate the capacity arid ability to be proficient in functions typical of those functions listed in Pay Class XI to advance to available work in functions typical for Pay Class XI.</p>	<p>Skilled Labour</p> <p>Split Hide Puller Defat</p> <p>Driver** - City</p>	\$13.07
XI	<p>Production Worker - 6 Superior Level Must demonstrate & maintain proven ability in functions typical for Pay Class I thru Class XI functions.</p>	<p>Skilled Labour</p> <p>First Leg Rump First Leg Second Leg Second Leg Rump & Trnsfr Eviscerate</p>	\$13.65

Effective Sept 25, 1995

XII	Maintenance Tradesman - 1	Non Ticketed Tradesman . Entrance Level Journeyman***	\$13.65
XIII	Maintenance Tradesman - 2	Advanced Level Journeyman***	\$16.30
XIV	Maintenance Tradesman - 3	Superior Level Journeyman***	\$17.45

The above position functions in Appendix A are typical of the types of work to be performed in a given **pay** classification and are not intended to restrict the types of **work** individual Employees shall be required to perform, but shall be utilized to establish a classified rate of **pay** for all Employees.

The terms "**Pay Class**" and "Pay Class Hourly Rate" in Appendix **A** denote(s) a pay scale for the typical job function and is/are not a **posted** job classification(s).

Employees appointed to the function of a Lead Hand shall be paid a maximum of **twenty-five cents (\$0.25) per hour** above the highest rated hourly wage of employees that he is regularly supervising.

**Must possess a valid Alberta Operator's License in the appropriate class for the type of truck operated.

***Must possess a valid Alberta and/or Inter-Provincial Journeyman Ticket(s) for the trade discipline(s) required.

Effective date of ratification Saw down for shipping classification to be eliminated

Ribbing, ribbers to moved to pay class VII.

Employees presently in these positions to be red circled.

**APPENDIX B
GLOSSARY OF TERMS**

Arbitration Board	Shall mean a three (3) person board or where appropriate, a single arbitrator.
Union	Means the United Food and Commercial Workers International Union, Local Affiliated 373A AFL - CIO.
Bargaining Unit	Shall mean the unit of persons defined as Employees within the "certification" granted to the United Food and Commercial Workers International Union Local Affiliated 373A AFL - CIO by the Labour Relations Board of Alberta under Certificate No.: 14-90 dated January 9th, 1990, as amended.
Complaint	Shall mean a difference over the interpretation, application, administration or alleged violation of a provision(s) in the Collective Agreement, that has been submitted in writing from one (1) party to the other party clearly specifying the nature of the issue(s), the Article(s) and/or Section(s) and/or Sub-Section(s) in dispute and the remedies sought.
Company	Shall mean, XL Beef, an operating division of XL Foods Ltd
Dependent Child	<p>Child means any biological child, legally adopted child or stepchild who is not married and for whom you provide financial support for the basic necessities of life. The child must be a resident of Canada and not eligible under this contract as a Covered Person, and must be one of the following:</p> <ol style="list-style-type: none">1) under the age of 18 years; or2) under the age of 25 years and a registered student in full-time attendance at an accredited college or university. For the purposes of this definition, full-time attendance will be deemed to include any period of up to 4 months between any 2 periods of full-time attendance; or3) unable to work in self-sustaining employment due to serious and permanent disability. Such disability must have existed while the child satisfied the conditions under 1) or 2) above. You must provide satisfactory proof to the current insurance carrier as often as requested that the child remains unable to work for these reasons and remains dependent on you for financial support for the basic necessities of life

APPENDIX B Continued

Employee - Eligible	Shall mean an Employee who is a "Regular Employee" that has completed the level of continuous service with the Company required to qualify for participation in the various Health and Welfare programs contained within the Collective Agreement.
Employee - Regular	Shall mean an Employee of the Company, within the "Bargaining Unit", that is no longer a probationary Employee, as defined by the Collective Agreement and has achieved a seniority rights status.
Fee Guide - Dental	Shall mean the schedule of fees for dental services/procedures as set and published from time to time by the Alberta Dental Association and which "Fee Guides" are used by the Company's Dental Plan Insurance Carrier to establish the limits of their financial responsibility for the dental service/procedure being, or to be completed.
Leadhand	Shall mean an Employee who has been selected and appointed by the Company as the person in charge of a specific and limited work area, or a specific production function(s) or a work crew and who regularly performs production work or other work unrelated to supervisory duties and without having any genuine management rights such as the right to hire or fire or to recommend such action.
Master File Rate or M.F.R.	Shall mean the normal rate of pay for an Employee, as set out in Appendix A attached to and forming part of the Collective Agreement, for the applicable Pay Class for the employee's regularly assigned job function(s) exclusive of any allowances, premiums or overtime. The Master File Rate (M.F.R.) of an employee shall be the rate on which pay related calculations will be based.
Meeting	Shall mean a meeting called by the Company that requires the Employees in general to attend a general business or information meeting, or specific Employees in particular to participate in Committees that have been constituted in accordance with the provisions of the Collective Agreement, but shall not include meetings between the Company and the Union that are specifically required for the purposes of Collective Bargaining.
Parties	Shall mean the Company and the Union.
Regular or Straight Time Rate of Pay	Shall mean the rate of pay for the Pay Class and typical job functions therein as identified in Appendix A attached to and forming part of the Collective Agreement exclusive of any allowances, premiums or overtime.

APPENDIX B *Continued*

Spouse

Spouse means one person ,who resides in Canada, who *is not* eligible under this contract as a **Covered** Person, and *is*:

- 1) the person to whom you are lawfully married through an ecclesiastical **or** civil ceremony; **or**
- 2) a person of the opposite **sex** who **has** been living with you for a continuous period of at least 1 year, and has been publicly represented by **you** as your Spouse

Supervisor

Shall mean a salaried Employee of **the** Company functioning in a position of designated authority, from the 'first' level of supervision and above, over a group of hourly rated Employees to accomplish an assigned task(s) and/or work operation.

LETTER OF UNDERSTANDING

1. **Between:** **XI, BEEF, AN OPERATING DIVISION OF
XL FOODS LTD.**

and: **UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION LOCAL 373A
AFFILIATED AFL - CIO**

Re: ARTICLE 11
Section 11.04, Sub-Section d] - LOSS OF SENIORITY AND TERMINATION

The parties agree that during a lay-off the Company will continue to provide for the continuance of benefits to each such Employee laid off and provide for the payment of the respective benefit premium costs listed in Article 23, Section 23.01 for a period **not** exceeding ninety (90) days, providing that the payment for **such** benefits does not have the effect of extending the seniority of the affected Employee(s) past such ninety (90) day period.

2. **Re: ARTICLE 11, Section 11.04, Sub-Section "G"**

The parties agree that this provision shall only apply to new absences commencing alter the date of ratification of the Collective Agreement.

Dated at Calgary, Alberta this 2nd day of February, 1990 A.D..

3. **Re: ARTICLE 13 - Complaint Procedure**
ARTICLE 14 - Arbitration Procedure

It is understood and agreed between the parties that in the event of a member, or former member, of the Union is successful in application to the Labour Relations Board dealing with the Union's duty of fair representation, and the ruling of the Board is to the effect that the Union should file a grievance or arbitrate the matter, the grievance and arbitration procedure contained in the Collective Agreement shall be open and available. This Agreement shall be considered null and void should the Union plead no contest during its' appearance before the Labour Relations Board in response to such an appeal made by an employee or former employee.

4. **Re: ARTICLE 16 - HOURS OF WORK AND OVERTIME**
COMPLETION OF THE PLANT'S NORMAL DAILY PRODUCTION
CYCLE

The Union agrees to provide its assurance that it will exert its individual and collective efforts to ensure that the Company can complete the Plant's normal daily production cycle, particularly the Plant's daily production cycle for the last production day in a given week. The Company, in consideration of this assurance, will extend its individual and collective efforts to ensure that livestock acquisition is managed efficiently to reduce any potential end of the week surges.

LETTERS OF UNDERSTANDING cont.

5. Re: ARTICLE 16
Section 16.04 - THE REQUIREMENT TO WORK OVERTIME

The parties agree that this section of the Collective Agreement shall be applied as follows:

- No Employee will be required to work more than ten (10) hours of overtime in any one (1) week;
- No Employee shall be required to work overtime on **the** Saturday immediately preceding the start of the Employee's scheduled annual vacation;
- The Company ~~will~~ not schedule required overtime on the Saturday of a recognized long weekend;

Overtime that is required *for* production on a Friday in any given week shall be scheduled prior to the start of the regularly scheduled Friday shift so as to accommodate a **regular** quitting time. It is further understood and agreed that this scheduling provision shall not apply to **any** unscheduled overtime that may be required on a Friday;

Overtime required on a Sunday or a Statutory Holiday shall be **for** maintenance type **work**, sanitation, and/or special pre-inspection type projects etc., but shall not be for production purposes;

- Employees shall be given notice for any scheduled overtime requirements by the end of the lunch period on **the** day preceding the requirement for such overtime;
- Employees shall be given notice for **any** scheduled overtime requirements on a given Saturday by the end of **the** lunch period **on** the Thursday preceding **the** requirement for such overtime;
- On the understanding that the Union will guarantee a **start** time of 5:00 hours (5:00 A.M.) for Cooler Department Employees and 6:00 hours (6:00 A.M.) for Kill Department Employees, overtime required for a Saturday shall be scheduled to provide a *quitting time* of 13:30 hours (1:30 P.M.).

ARTICLE 22

Section 22.04 - Vacation Entitlement and Pay

Example of "V" Pay calculation:

Regular I-hours	1,620
Vacation Hours	50
Statutory Holiday Hours	88
Paid Compassionate Leave	5
Attendance Credits Paid	16
Overtime Hours Worked	<u>138</u>
	1,950 hours

Rate of Pay (Master File Rate) = \$10.00 per hour
Total Hours: 1,950 hours
Rate of Pay: X \$10.00

Total Earnings \$19,500.00
"V" Entitlement X 2%

"V" Pay \$ 390.00 per week of vacation entitlement.

7. Re: **ARTICLE 22**
Section 22.07 - SCHEDULING AND ALLOTMENT OF ANNUAL VACATIONS

The Company agrees that it will schedule and allot vacations as per past practice,

8. Re: **ARTICLE 23**
Section 23.01, Sub-Section b] - ADMINISTRATION OF "ATTENDANCE CREDITS"

The parties agree that the protocol that will be followed for the establishment and administration of "Attendance Credits" will be:

1. The Company will award each regular Employee an "Attendance Credit" equivalent to one half (1/2) day or four (4) regular hours that each such Employee works for his full scheduled shifts in each calendar month of each calendar year.
2. "Attendance Credits" will be accumulated in the Calendar year in which such credits are earned:

LETTERS OF UNDERSTANDING *Continued*

3. In the calendar year immediately following the calendar year in which the "Attendance Credits" have been **earned** and accumulated the Employee may use such "Attendance Credits" to reduce the required waiting period **specified** for a non hospitalized injury or sickness in Article 23, Section 23.01, Sub-Section a], item vi] of the Collective Agreement:
4. "Attendance Credits" **may** only be applied one (1) year in arrears from the year in which they have been earned.
5. "Attendance Credits" shall only be accumulated ~~for~~ a given calendar year and the balance of such credits not used (as in item #3 above) at the end of the calendar year following the calendar year in which they were earned shall be forfeited and not carried over into subsequent calendar year(s).
6. Absences from scheduled work as a result of approved leaves of absence as provided under Article 14, Sections 24.01, 24.02 and 24.03 and vacation days, provided such vacation days taken are the current vacation year's entitlement, shall be considered for the purposes of determining an earned "Attendance Credit" in a given calendar month, as a day worked:
7. All other absences, including those absences as a result of approved Compassionate Leave(s) provided under Article 24, Section 24.08 and absences offset by Worker's Compensation shall be considered, for the purposes of determining an earned "Attendance Credit" in a calendar month, as a day not worked.

9. **ARTICLE 27, Section 27.1** **Tool Allowance**

The cash allowance referred to in Section 27.1 Sub-Section a] of this Article shall be repayable on a pro rata basis should the Employee quit or is terminated in his/her first year of service.

TITERS OF UNDERSTANDING *Continued*

**10. Re: APPENDIX A - Classifications
Pay Rate Classifications**

For the purposes of interpretation with respect to the application of the wording that is in place for each of the pay classifications set out in Appendix **A**, the following continues to apply during the term of this Collective Agreement:

An employee assigned to and performing a specific work function as delineated within a specific classification shall receive the pay rate for that classification.

SAMPLE: Pay Class XI
Production Worker **U**
Hourly Rate of Pay \$12.35
Functions within this pay class are defined as:
First Leg Rump
First Leg
Second Leg
Second Leg Rump & Transfer
Eviscerate

SITUATION:

Assume:

- there are three (3) First Leggers at a certain level of production,
- market forces dictate a cut back in production,
- a cut back in production determines that only two (2) First Leggers are required,
- the First Legger being dropped CANNOT perform any of the other functions in this pay class,
- the First Legger being dropped CAN perform functions in Pay Class IX,
- the First Legger has the seniority and qualifications to displace an employee of lesser seniority in Pay Class IX.

Then:

- the displacing employee would take the position in Pay Class IX, **he** is qualified to perform and he would be paid the hourly pay rate for Pay **Class IX** at \$11.29.

In a similar situation, if the work force was being increased the employees that have been assigned work that they are qualified to perform in lower pay classes can move up **if they** possess the necessary qualification(s) and the seniority required.

In **no** event would an employee move lower in pay than the Pay Class Level #5 provided that the employee has worked the necessary number of days to qualify for that pay class level.

It is XL's objective that the employee(s) possess multi skills so **that** the employee(s) can perform all of the functions in their current pay class and those classes that precede and follow the pay class the employee(s) is currently assigned.

Employee(s) performing any of the functions in Pay Class #1 through #5 would receive the pay rate set for the time that the employee **lins** progressed through.

SITUATION

Assume:

- an employee has worked 181 calendar days,
- the employee is assigned to Bone Heads

Then:

- the employees rate of pay will not be less than \$9.45 **NO MATTER** what work he is assigned to do **in** the time progression groups #1 - #5.

WITNESS WHEREOF the parties have executed this Agreement by affixing their signatures at the City of Calgary, in the Province of Alberta this 12 day of Feb., 1992 A.D.

96 Xu

**UNITED FOOD AND COMMERCIAL WORKERS
WORKERS INTERNATIONAL UNION,
LOCAL 373A AFFILIATED AFL - CIO**

**XI, BEEF, an Operating
Division of XI, Foods Ltd.**

1. **ARTICLE 11
SECTION 11.04, SUB-SECTION d]
LOSS OF SENIORITY AND TERMINATION**

2. **ARTICLE 11
SECTION 11.04, SUB-SECTION "G"**

3. **ARTICLE 13
COMPLAINT PROCEDURE

ARTICLE 14
ARBITRATION PROCEDURE**

4. **ARTICLE 16
HOURS OF WORK AND OVERTIME**

5. **ARTICLE 16
SECTION 16.04 - REQUIREMENT TO WORK OVERTIME**

6. **ARTICLE 22
SECTION 22.04 - VACATION ENTITLEMENT & PAY**

7. **ARTICLE 22
SECTION 22.07 - SCHEDULING AND ALLOTMENT OF ANNUAL VACATIONS**

ARTICLE 23
SECTION 23.01, SUB-SECTION b] - ADMINISTRATION OF "ATTENDANCE CREDITS"

9. ARTICLE 27
SECTION 27.1 - TOOL ALLOWANCE

10. PENSION

11. APPENDIX A - PAY RATE CLASSIFICATIONS

L. J. [unclear]
for the Union

[Signature]
for the

LETTER OF UNDERSTANDING

1. Between: **XL BEEF, AN OPERATING DIVISION OF
XL FOODS LTD.**

and: **UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION LOCAL 373A
AFFILIATED AFL - CIO**

The Employer agrees to advise the Union Office when an employees Workers' Compensation Claim is challenged.

The Union agrees to advise the Employer when an employees Workers' Compensation Claim is appealed.

FOR THE UNION

FOR THE EMPLOYER

///
low

Signed this 12 day of Feb. 1998

LETTER OF UNDERSTANDING

1. Between: **XL BEEF, AN OPERATING DIVISION OF
XL FOODS LTD.**

and: **UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION LOCAL 373A
AFFILIATED AFL - CIO**

Xmas Holidays

The parties agree that Xmas Day Boxing Day and New Years Day will be observed as shown below for the years indicated;

1995	Xmas	25 December.
1995	Boxing Day	18 December
1996	New years Day	1 January
1996	Xmas	25 Deceniber
1996	Boxing Day	26 December
1997	New Years Day	1 January
1997	Xmas day	25 December
1997	Boxing Day	26 Deceniber
1998	New Years Day	1. January

FOR THE UNION

FOR THE EMPLOYER

Signed this 13 day of _____ 1995

Your group benefits plan

XL FEF

HOURLY EMPLOYEES OF XL BEEF AN OPERATING DIVISION OF XL FOODS .TD.

RECEIVED
APR 23 1998



XL BEEF

HOURLY EMPLOYEES OF XL BEEF: AN OPERATING DIVISION OF XL FOODS LTD.:

All of us can appreciate the protection and security insurance provides against unexpected financial expense.

All benefits described in the following pages are provided for you and your eligible insured Dependents ~~at~~ no cost.

Benefits are provided through Group Policy No. 62134 issued to XL Foods Ltd. by Metropolitan Life Insurance Company.

We urge you to read this booklet carefully.

The Plan effective date is January 1, 1996.

XL Foods Ltd.
2nd Floor, 1209-59 Avenue S.E.
Calgary, Alberta
T2H 2P6

Subdivision 003

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SCHEDULE OF INSURANCE

These are the highlights of your Group Insurance Plan. The following pages contain a more detailed description.

LIFE INSURANCE - INSURED PERSON ONLY

Amount of Life insurance: \$25,000

On the earlier of your 70th birthday or the date of your retirement, Life insurance will be discontinued.

INSURANCE FOR DEATH OR DISMEMBERMENT BY ACCIDENTAL MEANS - INSURED PERSON ONLY

An amount equal to the amount of your Life Insurance.

On the earlier of your 70th birthday or the date of your retirement, Insurance for Death or Dismemberment by Accidental Means will be discontinued.

SHORT TERM DISABILITY INSURANCE - INSURED PERSON ONLY

Weekly Benefit Amount: 61% of your basic weekly earnings, as determined by the Policyholder, up to a maximum Weekly Benefit of \$730.

An amount of Short Term Disability Insurance not an exact multiple of \$1.00 is adjusted to the next higher multiple of \$1.00.

Waiting Period Before Benefits Begin

For disabilities resulting

- (a) from accidental injury ... No Waiting Period.
- (b) from sickness ... 7 days.
- (c) in hospitalization ... No Waiting Period.
- (d) in out-patient treatment ... No Waiting Period, provided you were disabled for longer than 7 days after hospital treatment.

Maximum Benefit Period: 17 weeks.

Benefits are payable at the rate of 1/5 of your weekly benefits for every day of absence from work,

On the date of your retirement, Short Term Disability Insurance will be discontinued.

SCHEDULE OF INSURANCE

HEALTH CARE INSURANCE - EACH INSURED PERSON OR INSURED DEPENDENT

Plan pays 100% of all Covered Expenses.

Maximum Hospital Room and Board Daily Benefit: The Hospital's most common private room rate.

Maximum Hearing Aid Benefit: \$300 in any 5-year period.

Deductible Amount: In any Calendar Year the Deductible Amount for each individual is the **first \$25** of Covered Expenses. The total of the Deductible Amounts for you and all your Insured Dependents in any Calendar Year will not exceed **\$25**.

With respect to charges for Physiotherapy by a Physiotherapist - In any Calendar Year the Deductible Amount for each individual is the first **\$250** of Covered Expenses.

On the earlier of your 70th birthday or the date of your retirement, Health Care Insurance will be discontinued.

DENTAL CARE INSURANCE - EACH INSURED PERSON OR INSURED DEPENDENT

Applicable Fee Guide: Current General Practitioners' Fee Guide of province of residence.

Plan pays according to the following:

<u>Classification of Dental Procedures</u>	<u>Co-Insurance</u>
Type A Services	100%
Type B Services	100%
Type C Services	50%
Type D Services	50%
Type E Services	50%

Maximum Benefit: \$1,000 per Calendar Year for you or each Insured Dependent for Type C and D Services.

\$1,500 per Lifetime for each eligible Insured Dependent Child for Type E Services.

Deductible Amount: No Deductible.

On the earlier of your 70th birthday or the date of your retirement, Dental Care Insurance will be discontinued.

GENERAL PROVISIONS

DEFINITION OF CERTAIN TERMS USED HEREIN

A "Beneficiary" means:

Your Beneficiary

The "Beneficiary" is the person or persons you choose to receive any benefit payable because of your death.

You make your choice in writing on a form approved by Metropolitan. This form must be filed with the records for this Plan.

Subject to provincial law you may change the Beneficiary at any time by filing a new form with the Policyholder. When the Policyholder receives a form changing the Beneficiary, the change will take effect as of the date you signed it. The change of Beneficiary will take effect even if you are not alive when it is received.

A change of Beneficiary will not apply to any payment made by Metropolitan prior to the date the form was received by the Policyholder.

◦ More Than One Beneficiary

If, when you die, more than one person is your Beneficiary, they will share in the benefits equally, unless you have chosen otherwise.

◦ Death Of A Beneficiary

A person's rights as a Beneficiary end if that person dies before your death occurs. The share for that person will be divided among the surviving persons you have named as Beneficiary, unless you have chosen otherwise.

◦ No Beneficiary At Your Death

If there is no Beneficiary at your death for any amount of benefits payable because of your death, that amount will be paid to your estate.

B. "Insured Dependent" means your spouse or child, as follows:

'Spouse' means one person, who resides in Canada, who is not eligible under this contract as a Covered Person, and is:

- the person to whom you are lawfully married through an ecclesiastical or civil ceremony:
or
- a person of the opposite sex who has been living with you for a continuous period of at least 1 year, and has been publicly represented by you as your Spouse,

GENERAL PROVISIONS

'Child' means any biological child, legally adopted child or stepchild who is not married and for whom you provide financial support for the basic necessities of life. The child must be a resident of Canada and not eligible under this contract as a Covered Person, and must be one of the following:

- 1) under the age of 18; or
- 2) under the age of 25 and a registered student in full-time attendance at an accredited college or university. For the purposes of this definition, full-time attendance will be deemed to include any period of up to 4 months between any 2 periods of full-time attendance; or
- 3) unable to work in self-sustaining employment due to serious and permanent disability. Such disability must have existed while the child satisfied the conditions under 1 or 2) above. You must provide satisfactory proof to Metropolitan as often as requested that the child remains unable to work for these reasons and remains dependent on you for financial support for the basic necessities of life.

No person may be covered as an Insured Dependent of more than one Insured Person.

Insurance for an Insured Dependent will cease when that person is no longer an Insured Dependent as defined above.

- C. 'Insured Person' means a person employed and paid for services by the Policyholder on a full-time basis and who works at his or her place of employment for a minimum of 20 hours per week and who is insured under the Group Policy.
- D. 'Plan' means the Group Policy or Policies issued by Metropolitan to provide personal benefits and benefits for Insured Dependents.
- E. 'You' and 'Your' refer to the Insured Person as defined herein.

ELIGIBILITY

If you are an employee prior to, on or after January 1, 1996, you are eligible for personal benefits after you have completed 9 months of continuous service with the Policyholder.

You are eligible for dependent insurance on the later of:

- the date of your eligibility, and
- the date you first acquire a Dependent.

GENERAL PROVISIONS

WHEN INSURANCE STARTS

You must make a written request to the Policyholder for personal benefits on forms furnished by Metropolitan.

Your insurance will start on the latest of

- the date of your eligibility, or
- the date of completion of the written application, or
- the date of approval by Metropolitan of any necessary evidence of insurability.

You must be actively at work as an employee in order for your personal benefits to become effective. If you are not actively at work as an employee on the date when these personal benefits would otherwise become effective, they will become effective on the date of your return to active work as an employee.

If you make written application later than **31** days after becoming eligible, evidence of your good health must be given to Metropolitan at your expense.

If you make written application after the **31st** day following the date of your eligibility Dental Care Insurance will become effective **12** months from the date of such application.

You must make a written request to the Policyholder for dependent benefits. Your dependent insurance will start on the latest of:

- the date of your eligibility for personal benefits, or
- the date you first acquire a Dependent, or
- the date of approval by Metropolitan of any necessary evidence of insurability.

If you make written application for dependent benefits later than **31** days after becoming eligible, evidence of the good health of each of your Dependents must be given to Metropolitan at your expense.

If you make written application for dependent benefits after the **31st** day following the date of your eligibility Dental Care Insurance will become effective **12** months from the date of such application.

INCREASES AND DECREASES IN AMOUNTS OF BENEFITS

Your earnings on the date you become covered under this Plan will determine your benefits on that date. Any increase or decrease in your benefits will take place on the date of change in your earnings provided you are in active work with the Policyholder on that date. If you are not in active work on the date of change in your earnings, the change in your benefits will take place when you return to active work with the Policyholder.

GENERAL PROVISIONS

CESSATION OF INSURANCE

Your insurance will cease on the date you cease active work as an employee unless otherwise provided for herein with respect to benefits after retirement, while you are on disability or at the discretion of the Policyholder.

If this Plan is cancelled in whole or in part your insurance which is affected will cease.

Your dependent insurance will cease on the earliest of:

- the date your insurance ceases, or
- the date you cease to have any Insured Dependents, or
- the date of cancellation of insurance as requested by you.

LIFE INSURANCE
(Insured Person Only)

Payment Of Benefits

If you die while you are insured for Life Insurance, the amount of Life Insurance that is in effect on your life on the date of your death will be paid to your Beneficiary.

Disability Benefit

- A. If while insured and prior to your 65th birthday, you become Totally Disabled because of bodily injury or disease so that you can not do any job for which you are fit by your education, your training or your experience, Metropolitan will, upon receipt of satisfactory proof of claim, continue your insurance without payment of premiums during the continuance of Total Disability but not beyond your 65th birthday, subject to the following:
- initial satisfactory proof that such Total Disability exists and has continued uninterruptedly for at least 6 months must be submitted within 1 year after the date of commencement of Total Disability;
 - the amount of insurance continued is the amount for which you were insured at the date of commencement of Total Disability;
 - Metropolitan reserves the right to have you examined by a Doctor appointed by Metropolitan when and as often as it is reasonable to do so;
 - upon your death satisfactory proof is submitted that such total disability continued to the date of death.
- B. If you die before age 65 and within a year after the date of commencement of Total Disability and before any proof has been given, then proof that your Total Disability continued to the date of your death must be given to Metropolitan. This proof must be given within 3 months of your death.
- C. All proofs must be given to Metropolitan. The proofs must be in a form that is satisfactory to Metropolitan. Metropolitan has no duty to ask for any proof. If any proof is not given on time, the delay will not cause a claim to be denied as long as the proof is given as soon as reasonably possible.
- At any time that proof of your Total Disability is given, Metropolitan may have you examined by Doctors of its choice, at its expense.
- D. If you cease to be Totally Disabled or fail to submit proof of continuing Total Disability, when requested by Metropolitan, your Life Insurance will be terminated by Metropolitan.
- E. If an individual policy of Life Insurance has been issued in accordance with the Conversion Privilege, payment under the disability benefit will be made only if the individual policy is surrendered without claim.

LIFE INSURANCE

Extension Of Benefit

If you die during the 31-day period following termination of your insurance, Metropolitan will pay the Beneficiary the maximum amount of Life Insurance for which a personal policy could have been issued under the following Conversion Privilege.

Conversion Privilege

(1) Subject to the following subsections (2), (3) and (4) you may, on or before age 65, convert without evidence of insurability, the full amount of your Life Insurance or at your option, a lesser amount, but not less than the minimum amount for which Metropolitan will issue an individual policy, to:

- (a) an individual policy of term insurance for a period of 1 year: or
- (b) an individual policy of term insurance to age 65; or
- (c) an individual policy of insurance under any regular plan providing cash value then being issued by Metropolitan,

at the premium rate for the age and sex, then in effect for an individual applying for insurance without evidence of insurability, for the individual policy, provided that the application for conversion is made to Metropolitan

within 31 days after the date of termination of your employment, or

within 31 days after the date of termination of the Group Policy, or

within 31 days after the discontinuance of the Disability Benefit.

(2) If you elect to convert in accordance with clause (a) of subsection (1):

- (a) the premium may, at your option, be paid on any premium mode offered by Metropolitan and
- (b) you may, before the expiry date of the term insurance, convert without evidence of insurability the full amount of the 1 year term insurance or, at your option, a lesser amount thereof, but not less than the minimum amount for which Metropolitan will issue an individual contract, to any plan of insurance to which you were entitled under clause (b) or (c) of subsection (1).

(3) On termination of employment the amount of Life Insurance which you may convert will be limited to the lesser of:

- (a) \$200,000, or
- (b) the amount of your Life Insurance on the date of termination of employment less any amount of Life Insurance for which you may be eligible under any group policy which takes effect within 31 days after your Life Insurance terminates.

LIFE INSURANCE

- (4) Upon termination of the group life insurance in this Policy the conversion right shall be limited to those who have been insured as members of the group for at least 5 continuous years. The amount of Life Insurance that you may convert may not exceed the lesser of:
- (a) the amount of your Life Insurance on the date it terminates less any amount of Life Insurance for which you may be eligible under any group life insurance policy which takes effect within 31 days after your Life Insurance terminates, or
 - (b) 3 times the Year's Maximum Pensionable Earnings as established under the Canada Pension Plan where you are a resident other than in the Province of Quebec, or
 - (c) the greater of \$5,000 or 25% of the amount of your Life Insurance on the date it terminates, to a maximum of \$50,000 where you are a resident of the Province of Quebec.

If you, as a resident of the Province of Quebec, apply for an individual life insurance policy on your own life under the terms of the 'Conversion Privilege' clause and you are insured for Insurance for Death or Dismemberment by Accidental Means under this Policy, you will be entitled to have an accidental death benefit included in that individual life insurance policy, without evidence of insurability. The accidental death benefit and the individual life insurance policy will be issued subject to the conditions of the 'Conversion Privilege' section, described previously.

- (5) In subsection (4), "Life Insurance" does not include 'disability insurance' and 'accidental death insurance' except as stated in subsection (4).
- (6) Effective Date of Individual Policy

If you exercise this right, the individual policy will take effect 31 days after the group insurance is terminated.

INSURANCE FOR DEATH OR DISMEMBERMENT BY ACCIDENTAL MEANS
(Insured Person Only)

Payment Of Benefits

If, prior to age 70, you are injured or die by accidental drowning or in an accident Metropolitan will pay Insurance for Death or Dismemberment by Accidental Means benefits:

- If the accident occurs while you are covered for Insurance for Death or Dismemberment By Accidental Means; and
- If the accident is the sole cause of the injury; and
- If the accident is the sole cause of a Covered Loss shown below; and
- If the **loss** occurs not more than 365 days after the date of the accident.

Maximum Benefit For All Losses In Each Accident

For all losses caused by all injuries which you sustain in 1 accident not more than 100% of the amount of your Insurance for Death or Dismemberment by Accidental Means for which you are covered at the time of the accident will be paid.

TABLE OF COVERED LOSSES AND PERCENTAGE PAYABLE

LOSS OF ... PERCENT

Life ... 100%

Both hands, both feet or both eyes ... 100%

One hand and one foot ... 100%

One arm and one leg ... 100%

One hand and one eye or one foot and one eye ... 100%

One arm or one leg ... 75%

One hand, one foot or one eye ... 66 2/3%

Thumb and index finger of same hand ... 33 1/3%

Hearing and speech ... 100%

Hearing or speech ... 50%

Hearing in one ear ... 25%

INSURANCE FOR DEATH OR DISMEMBERMENT BY ACCIDENTAL MEANS

LOSS OF USE OF

Both arms or both hands ... 100%

One arm ... 75%

One hand ... 66 2/3%

Paraplegia (total paralysis of both lower limbs) ... 100%

- Loss of index finger and thumb means severance through or above the first joint.
- Loss of hand or foot means severance through or above the wrist or ankle joint.
- Loss of sight means that sight cannot be restored to any degree by any corrective device,
- Loss of hearing means that hearing cannot be restored to any degree by any corrective device.
- Loss of speech means that the ability to speak cannot be restored to any degree by any corrective device.
- 'Paraplegia' means the complete and irreversible paralysis of both lower limbs, and must be continuous for twelve months from the date of accident causing the loss after which the above benefit is payable.
- 'Loss of Use' means with regard to arms and legs, total loss of the ability to perform each and every action and Service the arm or leg was able to perform before the accident occurred. Loss of use must be total and irrecoverable and beyond remedy by surgical or other means.

Benefits for **loss** of life are payable to your Beneficiary. Benefits for other losses are payable to you.

Repatriation Benefit

If you are in a country other than your country of residence and you die within 365 days after the date of a covered accident, Metropolitan will pay up to \$2,500 for the actual expenses of preparing your body for burial or cremation and shipment to the place of burial provided it is in a country other than the country where you died.

Exposure And Disappearance

If you are unavoidably exposed to the elements following a covered accident and, as a result of such exposure and within 365 days of such accident, you sustain a loss for which benefits are otherwise payable hereunder, such loss will be covered under this policy.

If you are reported missing after the sinking or disappearance of a conveyance in which you were riding, and your body is not found within 365 days of such covered accident under this policy, you will then have been deemed to have suffered loss of life, unless there is evidence to the contrary.

INSURANCE FOR DEATH OR DISMEMBERMENT BY ACCIDENTAL MEANS

Aggregate Limit

Notwithstanding the benefit amounts payable for each Insured Person, Metropolitan's Aggregate Limit for all covered losses sustained by all insured persons as a result of the same air travel accident shall not exceed \$1,500,000; except that Metropolitan's Aggregate Limit with respect to an aircraft owned or leased by the Policyholder, a subsidiary, affiliate or associate company of the Policyholder, or by one of their directors or employees shall not exceed the Policyholder Plane Aggregate Limit of \$500,000.

In the event the Aggregate Limit or Policyholder Plane Aggregate Limit, respectively is insufficient to pay the full amount specified for each Insured Person, then the amount of benefit payable with respect to each Insured Person is in the proportion that such Aggregate Limit bears to the total amount of benefit that would have been payable except for said Aggregate Limit.

Exclusions

No benefit will be paid if death or dismemberment is caused or contributed to wholly or partly, directly or indirectly by:

- illness or disease; or
- an infection, unless it is caused by an external wound that can be seen and which was sustained accidentally; or
- suicide while sane or insane; or
- self-inflicted injury, while sane or insane; or
- voluntary participation in war, act of war, insurrection, riot or civil disorder; or
- committing or trying to commit a criminal offence or an assault; or
- occupational injuries if, when the injuries were sustained, your blood contained in excess of 80 milligrams of alcohol per 100 millilitres of blood; or
- travel or flight in any aircraft, or as a result of descent therefrom in flight, if you
 - had any duties on or relating to such aircraft or flight, or
 - were flown in such aircraft in the course of any aviation training or instruction or in the course of any training, manoeuvres, or operation of any armed forces, or
 - were flown for the purpose of descent from such aircraft while in flight.

INSURANCE FOR DEATH OR DISMEMBERMENT BY ACCIDENTAL MEANS

Proof Of Claim

Written proof of loss on which claim may be based must be given to Metropolitan within 90 days after the date of the loss.

Metropolitan, at its own expense, has the right and opportunity to have a Doctor designated by it examine you when and as often as it may reasonably require while a claim is pending.

SHORT TERM DISABILITY INSURANCE (Insured Person Only)

Definitions

'Doctor' means a person who is legally licensed to practice medicine by the licensing authority of the jurisdiction in which he or she practices.

'Fully Disabled' and 'Full Disability' means that because of bodily injury or disease you cannot do your job.

'Maximum Benefit Period' means the maximum period for which the benefit payments are made.

'Waiting Period' means the period of continuous Full Disability which must be completed before you are entitled to benefit payment.

If you become confined **as** a registered bed-patient in a legally constituted hospital pursuant to the orders of a duly licensed physician, the Waiting Period will be waived with respect to days of disability occurring on or after the day you become so confined.

Payment Of Benefits

Metropolitan will pay Weekly Benefits while you are Fully Disabled, **if**:

- you become Fully Disabled while you are covered for Short Term Disability Insurance; and
- you are and remain under the regular care of a Doctor while you are Fully Disabled.

Amount

The amount of Weekly Benefits is the amount for which you are insured at the time your disability starts. However, the amount of your Weekly Benefits will be reduced by the total of the following amounts, if any, payable to you for the same period of disability:

- any income replacement indemnity which is payable or would have been payable had a satisfactory application been submitted under any government plan of Automobile Insurance which has been approved as an acceptable limitation under the Unemployment Insurance Act.

Limitations

The payment of Weekly Benefits is subject to the following limitations:

- No benefits will be payable for the Waiting Period nor for more than the Maximum Benefit Period.
- Recurrent Disabilities - The Waiting Period and the Maximum Benefit Period apply to any 1 continuous period of Full Disability whether from one or more causes. Successive periods of Full Disability due to the same or related cause or causes will be considered 1 continuous period of Full Disability. If you are actively at work with the Policyholder for a continuous period of 2 weeks or more **between 2** periods of Full Disability, the second period of Full Disability shall not be considered **as** being due to the same or related cause or causes as the preceding period of Full Disability.

SHORT TERM DISABILITY INSURANCE

- Maternity Limitations - No disability benefits are payable during any period
 - for which you receive Unemployment Insurance maternity benefits, or

for which you take formal maternity leave pursuant to provincial or federal law or pursuant to mutual agreement between you and the Policyholder. Such maternity leave is deemed to commence on the earlier of the elected date of maternity leave or the date of delivery.
- Disabilities Outside Canada - Disability benefits will be discontinued when you are disabled and leave Canada unless:
 - you are receiving regular and continuous treatment from a Doctor duly licensed by the appropriate licensing body, and
 - evidence of such regular and continuous treatment is received within 30 days of the date of departure from Canada and thereafter as often as deemed necessary by Metropolitan, and
 - you are available to submit to a medical examination, by a Doctor provided and paid for by Metropolitan if so required by Metropolitan.

Exclusions

No Weekly Benefits will be payable for:

- injury or sickness for which benefits are payable under a workers' compensation act or similar legislation;
- any period in which you engage in any occupation for remuneration or profit;
- any Full Disability resulting from self-inflicted injuries while sane or insane;
- any Full Disability resulting from committing or attempting to commit a criminal offence;
- any period during which you are in prison;
- any date on or after Full Disability ceases to exist;
- any Full Disability arising from any medical condition unless you are receiving appropriate treatment for such medical condition. The appropriateness of such treatment must be agreed upon by Metropolitan and your treating Doctor. If there is a difference in opinion between Metropolitan and the treating Doctor, Metropolitan reserves the right to seek and accept an independent medical opinion from a Doctor who is specialized in the treatment of the medical condition;

SHORT TERM DISABILITY INSURANCE

Proof Of Claim

Written proof of Full Disability satisfactory to Metropolitan must be made to be received by Metropolitan's Claim Office within 31 days of the commencement of any period of disability for which benefits are payable. If proof is received later than 31 days from the commencement of disability, benefits will commence, subject to all other policy provisions, on the date of receipt of proof at Metropolitan's Claim Office.

Notwithstanding approval by Metropolitan of proof of your Full Disability, Metropolitan may at any time or times thereafter request proof satisfactory to Metropolitan of the continuance of Full Disability, and Metropolitan will have the right to have a Doctor of its choice medically examine you.

If such proof is not furnished at Metropolitan's request your Full Disability will be considered to have ceased and your Weekly Benefits will be discontinued.

HEALTH CARE INSURANCE
(Each Insured Person or Insured Dependent)

Definitions

'Calendar Year' means a medical expense period from January 1st to December 31st.

'Chiropractor', 'Osteopath', 'Podiatrist', 'Naturopath', 'Physiotherapist', 'Speech Therapist', 'Masseur or Masseuse', and 'Psychologist' means a person who legally engages in his or her practice by virtue of a license issued by the licensing and registration authority in the jurisdiction where the service is rendered.

'Chronic Care' means care that is provided to persons with an illness or injury which is beyond the acute phase with little potential for recovery through convalescence or the normal healing process.

'Co-Insurance' is the percentage of Covered Medical Expenses in excess of the Deductible Amount, if applicable, which will be reimbursed under this Plan.

'Convalescent Hospital' means an institution which provides recuperative care and which is qualified to participate and is eligible to receive payments under and in accordance with the provisions of the Provincial Hospital Act and which:

- is operated in accordance with the applicable laws of the jurisdiction in which it is located
- has a licensed Doctor and Registered Nurses (R.N.) in attendance 24 hours a day;
- is regularly engaged in providing room and board and skilled nursing care of sick or injured persons during the convalescent stage of a sickness or injury;
- maintains a daily record of each patient under the care of a Doctor.

'Covered Medical Expenses' mean the reasonable and customary expenses incurred for the medical services and supplies shown in the section entitled Covered Medical Expenses. These services and supplies must be:

- performed or prescribed by a Doctor, unless specifically stated otherwise; and
- rendered to you or an Insured Dependent for the treatment of injury or sickness; and
- medically necessary in terms of generally accepted medical standards; and
- unavailable under any government hospital or medical care plans; and
- those which Metropolitan is not prohibited by law from providing.

'Custodial Care' means care that is provided to persons for the purpose of meeting personal needs such as bathing, dressing, feeding and other activities of daily living.

'Deductible Amount' is the amount of Covered Medical Expenses shown in the Schedule of Insurance which must be paid by or on behalf of you or your Insured Dependent in any Calendar Year before reimbursement will be made under this Plan.

HEALTH CARE INSURANCE

'Dentist' means a person licensed to practice dentistry by the licensing authority of the jurisdiction in which he or she practices.

'Doctor' means a person who is legally licensed to practice medicine by the licensing authority of the jurisdiction in which he or she practices.

'Hospital' means a facility which

- is legally licensed and
- provides a broad range of 24-hour-a-day medical and surgical services for sick and injured persons by, or under the supervision of, a ~~staff~~ of Doctors and
- provides 24-hour-a-day nursing care by, or under the direction of a Nurse.

'Optometrist' or 'Ophthalmologist' means a person who legally engages in his or her practice by virtue of a license issued by the licensing authority in the jurisdiction where the service is rendered.

'Reasonable and Customary Charges' mean charges which are usually made for the items listed under the Covered Medical Expenses in the absence of insurance excluding any portion of the charges which exceed the general level of charges in the area where the expense is incurred.

'Registered Nurse' and "Registered Nursing Assistant" means a nurse who is listed on the appropriate provincial registry.

Payment of Benefits

Metropolitan will pay benefits if you incur Covered Medical Expenses:

- for you or an Insured Dependent during a medical expense period; and
- while you or an Insured Dependent are insured for benefits; and
- the Covered Medical Expenses with respect to charges for Physiotherapy are more than the Deductible Amount.

An expense is 'incurred' on the date the service or supply for which the charge is made is received.

Benefits will be equal to the Covered Percentage of those Covered Medical Expenses which are more than the Deductible Amount.

HEALTH CARE INSURANCE

Covered Medical Expenses

The following are medical services or supplies which are Covered Medical Expenses:

A. Hospital

Charges for room and board in a Hospital up to the difference between the Hospital room and board benefit shown in the Schedule of Insurance and the charge for public ward accommodation.

Room and board charges which in the opinion of Metropolitan are primarily for Chronic Care or Custodial Care are not Covered Medical Expenses.

B. Drugs and Medicines

- Drugs which bear a drug identification number (D.I.N.) and which under applicable federal or provincial law may only be dispensed upon a prescription of a Doctor or a Dentist.
- Compound medications of which at least one ingredient bears a D.I.N. number and may only be dispensed upon a prescription of a Doctor or a Dentist.
- Injectable vitamins and orally administered contraceptives.

Exceptions to the above definitions may be made but only at the request of the Policyholder if the drug/medication is considered to be life sustaining.

Exclusions

The following items are not Covered Medical Expenses:

Vitamins (other than injectable) and dietary supplements. Diaphragms, condoms, contraceptive jellies, or appliances normally used for contraception whether or not prescribed for a medical reason. Medicines which bear a General Public (G.P) number on their label.

C. Expenses Incurred While Out-of-Canada

Charges for the following items incurred while out of Canada will be paid provided the expense is prescribed by a Doctor:

- Services for emergency treatment of a bodily injury or disease which occurred while you or your Insured Dependent were travelling outside Canada
 - hospital charges for room and board in a Hospital as described in item A and auxiliary hospital services in a Hospital; and
 - services of a Doctor; and
 - drugs which may only be dispensed upon the prescription of a Doctor or a Dentist.

HEALTH CARE INSURANCE

The eligible expenses will be equivalent to the charge made in the area where the expenses are incurred less any charge covered by any government plan, subject to a lifetime maximum amount payable under this provision of \$1,000,000 for each individual.

Services which are not available in Canada and are performed following written referral by the attending Doctor and prior approval by Metropolitan, which require

hospital charges for room and board in a Hospital up to \$75 per day and auxiliary hospital services in a Hospital, subject to a maximum of 30 days per Calendar Year, and

services of a Doctor up to twice the amount specified for the service in the General Practitioners' Fee Guide applicable in your or your Insured Dependent's province of residence,

less the amount payable under any provincial plan, subject to a lifetime maximum of \$50,000 for each individual.

D. Other Expenses

° In-home Nursing Care

Expenses for In-home Nursing Care will be paid when there is a clear medical necessity, as determined by a Doctor, for the nursing services of a Registered Nurse (R.N.) or Registered Nursing Assistant to attend to you or your Insured Dependent in your home. Expenses for services which in the opinion of Metropolitan are primarily for Chronic Care or Custodial Care are not Covered Medical Expenses.

Expenses for In-home Nursing Care will be paid if the following additional conditions are met:

- a) the nursing care is prescribed by a Doctor who must specify:
 - 1) the level of nursing skill required,
 - 2) the amount of time in each day required for nursing services,
 - 3) the expected duration for which the nursing care is required; and
- b) the Registered Nurse or Registered Nursing Assistant does not ordinarily reside in the home of or is not related to you or your insured Dependent; and
- c) the Registered Nurse or Registered Nursing Assistant is currently registered with the appropriate provincial nursing association when the services are performed; and
- d) you or your Insured Dependent are not temporarily absent from, but otherwise confined as a patient in any institution; and

HEALTH CARE INSURANCE

- e) the charges allowed for nursing care will not exceed the usual, Reasonable and Customary Charge ~~as set~~ by the largest nursing employer registry in the province where the services are performed; and
- f) all applicable provincial or federal government assistance (based on age, disability, income, etc.) is applied for.

The maximum reimbursement for you or your Insured Dependent in any period of 12 consecutive months will not exceed \$25,000.

- Charges will be paid for:
 - i) licensed ground ambulance service when used to transport you or your Insured Dependent:
 - from the place where you or your Insured Dependent suffer bodily injury, sickness or disease to the nearest Hospital where adequate treatment is available,
 - from one Hospital to another Hospital,
 - from a Hospital to your or your Insured Dependent's residence,or
 - ii) charges for economy air fare for your or your Insured Dependent's return to the province of residence when your or your Insured Dependent's physical condition precludes the use of any other means of transportation,but only to the extent that such charges are not covered under any government plan.
- Room and board charges in a Convalescent Hospital in Canada as follows:
 - the daily room and board charge in the Convalescent Hospital is limited to the amount by which the Convalescent Hospital semi-private charge exceeds the amount provided under the Provincial Hospital Act.
 - The above benefits will be payable provided that your or your Insured Dependent's confinement is ordered by a Doctor as necessary for recuperative treatment or care for the same sickness or injury for which you or your Insured Dependent have been confined in a Hospital.Room and board charges which in the opinion of Metropolitan are primarily for Chronic Care or Custodial Care are not Covered Medical Expenses.
- Diagnostic laboratory and X-ray examinations.

HEALTH CARE INSURANCE

- Rental, or at the option of Metropolitan, purchase of equipment required for temporary therapeutic use.
- Plaster casts, splints, braces and crutches.
- Charges for the purchase of
 - elastic stockings, with a limit of 2 pairs per individual per Calendar Year,
 - back and abdominal supports,
 - traction devices, girdles and other similar prosthesis,
 - cervical braces or collars, and
 - supplies which are required as the result of an ileostomy or a colostomy.
- The purchase of stockings to cover a stump, subject to a maximum of six pairs per individual in any Calendar Year.
- Artificial limbs, eyes or other prosthetic devices, including replacement when approved by Metropolitan prior to purchase.
- Charges for diabetic supplies.
- Oxygen and rental of equipment for its administration, except where charges for these items are included in any Hospital charge.
- Orthopaedic shoes which are an integral part of a brace or are specially constructed for the patient, including modifications to such shoes, minus the cost of a regular pair of shoes, provided that the shoes or modifications are prescribed in writing by a Podiatrist or by a Doctor.
- Services of legally licensed Chiropractors, Naturopaths, Osteopaths and Podiatrists, whether or not prescribed by a Doctor, provided no portion of a charge for these services is payable under any government plan, subject to a maximum of \$10 per visit per individual.
- Covered charges for services of a Chiropractor include X-Ray examinations up to \$35 per Calendar Year for each individual.
- Charges by a Podiatrist for performed surgery, subject to a maximum of \$200 per individual in any Calendar Year.
- Physiotherapy provided by a Physiotherapist or speech therapy provided by a Speech Therapist, subject to a maximum of \$10 per visit per individual.
- Services of a Masseur or Masseuse subject to a maximum of \$10 per visit per individual.

HEALTH CARE INSURANCE

- Services of Doctors, including specialists rendered outside the province of residence of the person receiving the service up to reasonable, necessary and customary charges.
- Services of a registered or licensed Psychologist subject to a maximum of
 - \$10 per half-hour per individual for individual psychotherapy sessions,
 - \$12 per half-hour per family for family psychotherapy sessions,
 - \$4 per hour per individual for group psychotherapy sessions, and
 - \$10 per visit per individual for all other types of visits
- Charges by a Dentist, for services rendered in the treatment of accidental injuries to sound, vital, natural teeth, which are completed within 12 months of the accident where the injury was caused by external, violent and accidental means up to, in the case of replacement, a maximum amount of \$500 per accident for each individual.

Such accidental injuries must be suffered while you or your Insured Dependent are insured under this Plan.
- Services of a Dentist for excision of a *cyst* or tumour.
- Charges for the purchase and repair of hearing aids, obtained on the written prescription of a Doctor certified as an otolaryngologist subject to a maximum of \$300 per individual in any 5-year period.
- Charges for
 - The services of an Optometrist for visual-motor treatments, subject to a maximum of \$10 per half-hour per individual.
 - Contact lenses and eye glasses (lenses and frames) - other than sunglasses, safety glasses and glasses for cosmetic and aesthetic purposes - provided such appliances are necessary for the correction of vision following cataract surgery and are prescribed by an Optometrist or Ophthalmologist, and repairs to such appliances, subject to the lifetime maximum of \$100 per eye, per individual.

Exclusions

Expenses in connection with the following are not Covered Medical Expenses:

- Any Services rendered **and** received before Health Care Insurance on you or your Insured Dependent became effective.
- Services or supplies required as a result of self-inflicted injuries while sane or insane.

Services or supplies dispensed by a person who ordinarily resides with you or your Insured Dependent or who is related to you or your Insured Dependent by blood or marriage.

HEALTH CARE INSURANCE

- Cosmetic surgery or treatment, **except** as required for correction of damage caused by accidental injury sustained while insurance on you or your Insured Dependent is in force.
- Services or supplies to the extent that such services or benefits for such services are available under any plan or program established pursuant to the laws or regulations of any government, including any motor vehicle no fault coverage required by statute, and any services to the extent that any government prohibits payment of insurance benefits therefor.
- Services or supplies for which the individual receiving them is not required to make payment, or where payment is received as a result of legal action or settlement.
- Services or supplies received to correct an injury sustained while committing or attempting to commit a criminal offence (other than an offence involving .08 blood alcohol).
- Services for which benefits are payable under a workers' compensation act or similar legislation.
- Services, drugs or supplies which are deemed experimental in terms of generally accepted medical standards.
- Dental services or supplies and appliances, except as specifically provided under 'Covered Medical Expenses'.
- Services, supplies, or appliances provided in connection with treatment to alter, correct, fix, improve, remove, replace, reposition, restore or treat:
 - the jaw, any jaw implant, or the joint of the jaw (the temporomandibular joint);
 - teeth:
 - the gums and tissues around the teeth;
 - the parts of the upper or lower jaw which contain the teeth (the alveolar process and ridges);
 - the meeting of upper and lower teeth or
 - the chewing muscles.

These services, supplies, or appliances are not covered even if they are: (i) needed because of symptoms, sicknesses, or injuries which affect some other part or parts of the body; or (ii) provided in connection with any examination or treatment of the teeth, gums, jaw, or chewing muscles because of pain, injury, decay, malformation, disease or infection.

If Health Care benefits have been paid under the Group Policy for services received by an individual and it is later established that the charges for these services were not paid by you or your Insured Dependent, or that you or your Insured Dependent were otherwise reimbursed therefor, Metropolitan will be entitled to a refund of the amount of the benefits paid which is in excess of the benefits that would have been payable based on the actual charges incurred and paid.

HEALTH CARE INSURANCE

Payment Of Claims

Proof of claim satisfactory to Metropolitan **must** be made on forms provided by Metropolitan on the earlier of 12 months after the date on which the expense is incurred or 6 months after the date of cancellation of the insurance or 1 month after your termination date.

Metropolitan in respect of any claims may require, **as** the case may be, itemized hospital bills, drug and equipment bills and an itemized statement completed by the Doctor or other practitioner who attended you or your Insured Dependent.

Benefits will be paid to you upon receipt by Metropolitan of written proof covering the event for which claim is made. Upon receipt of written authorization, Metropolitan may pay such benefits directly to the person or agency that rendered the services for which payment is to be made; payment so made shall discharge Metropolitan's obligation with respect to the benefits so paid.

Benefits After Cessation Of Insurance

No benefits are payable for Covered Medical Expenses incurred after the date the insurance on you or your Insured Dependent ceases.

In the event you or your Insured Dependent are totally disabled on the date when the insurance would normally cease, the Health Care Insurance for the disabled person will continue during the period of **disability** up to 90 days from such termination date.

DENTAL CARE INSURANCE
(Each Insured Person or Insured Dependent)

Definitions

Calendar Year means a dental expense period from January 1st to December 31st.

'Co-Insurance' is the percentage of eligible expenses which will be reimbursed under this Plan.

'Covered Dental Expenses' mean expenses incurred for Covered Dental Procedures listed herein, which are reasonable, necessary and customary and are performed, recommended or approved by a Dentist excluding any charges which are in excess of the amount recommended in the Dental Association Fee Guide specified in the Schedule of Insurance.

Where a Covered Dental Procedure does not appear in the prevailing Fee Guide, the amount of Covered Dental Expense for such procedure will be determined by Metropolitan on a reasonable and customary basis.

'Dentist' means a person licensed to practice dentistry by the licensing authority of the jurisdiction in which he or she practices.

'Paradental practitioner' means a person licensed by the appropriate authority of the jurisdiction in which he or she practices to work as a direct practitioner supplying and fitting dentures.

'Reasonable and Customary Charges' mean charges which are usually made for the items listed under Covered Dental Expenses in the absence of insurance excluding any portion of the charges which exceed the general level of charges in the area where the expense is incurred.

Payment Of Benefits

Metropolitan will pay Dental Expense Benefits if you incur Covered Dental Expenses:

- for you or an Insured Dependent during a dental expense period; and
- while you or an Insured Dependent are insured for benefits.

An expense is 'incurred' on the date the type of dental service for which the charge is made is completed.

Benefits will be equal to the Covered Percentage of those Covered Dental Expenses. The sum of all benefits for all Covered Dental Expenses incurred for you or your Insured Dependent during any Calendar Year will not be more than the applicable Maximum Benefit, if any, shown in the Schedule of Insurance.

In order to determine what are the amounts of Covered Dental Expenses, Metropolitan may ask for X-rays and other diagnostic and evaluative materials. If they are not given, Metropolitan will determine Covered Dental Expenses on the basis of the information which is available. This may reduce the amount of benefits which otherwise would have been payable.

DENTAL CARE INSURANCE

Predetermination Of Benefits Payable

If a dental bill is expected to be \$300 or more, before the Dentist starts the treatment, you or your Insured Dependent can find out what Dental Expense Benefits will be paid under this Plan. To do this, you or your Insured Dependent should submit a claim form in which the Dentist states:

- the work to be done, and
- what the cost will be.

Metropolitan will then tell **you** or your Insured Dependent what Dental Expense Benefits this Plan will pay.

COVERED DENTAL EXPENSES

TYPE A SERVICES - REIMBURSEMENT AT 100%

DIAGNOSTIC SERVICES

Complete oral examination (once in 36 consecutive months)
01101, 01102, 01103, 01110, 01120, 01130

Limited oral examination, previous patient (once in any Calendar Year)
01200, 01202, 01203

Limited oral examination, new patient (once in any Calendar Year)
01201

Specific oral examination
01204, 01400

Emergency examination
01205, 01300

Mixed dentition analysis (once in 36 consecutive months)
01206

Miscellaneous comprehensive or general oral examination
01301, 01401, 01501, 01601, 01701, 01801

Miscellaneous specific oral examination
01402, 01502, 01602, 01703, 01802

Intra-oral X-rays, complete series (once in 36 consecutive months)
02101, 02102

DENTAL CARE INSURANCE

Intra-oral periapical X-rays, 1 to 15 films

02111, 02112, 02113, 02114, 02115, 02116,
02117, 02118, 02119, 02120, 02121, 02122,
02123, 02124, 02125

Intra-oral occlusal X-rays, 1 to 6 films

02131, 02132, 02133, 02134, 02135, 02136

Intra-oral bitewing X-rays, 1 to 6 films (once in any Calendar Year)

02141, 02142, 02143, 02144, 02145, 02146

Extra-oral X-rays

02201, 02202, 02203, 02204, 02209

Postero-anterior, lateral skull and facial bone X-rays

02301, 02302, 02303, 02304, 02309

Sialography

02400, 02401, 02402, 02409

Use of radiopaque dyes to demonstrate lesions

02411, 02412, 02419, 02430

Temporomandibular joint X-rays

02501, 02502, 02503, 02504, 02509

Panoramic X-rays (once in 36 consecutive months)

02600, 02601

Interpretation of X-rays from another source

02800, 02801, 02802, 02809

Duplicate X-rays

02910, 02911, 02912, 02913, 02914, 02915,
02916, 02917, 02918, 02919

Microbiological tests

04100, 04101

Histological tests

04302, 04311, 04312, 04313, 04321, 04322,
04323

Cytological tests

04401, 04402

Pulp vitality tests

04501, 04509

DENTAL CARE INSURANCE

Laboratory reports

04602, 04603

Treatment planning - per unit of time

05101, 05102, 05103, 05104, 05109

PREVENTIVE SERVICES

Polishing (twice in any Calendar Year)

11100, 11200, 11300

Polishing (2 units of time in any Calendar Year)

11101, 11102, 11107

Polishing (2 units of time in any Calendar Year)

11109

Preventive scaling (see Limitations and Exclusions) (2 units of time in any Calendar Year)

11111, 11117

Preventive recall packages (If any component code of these procedure codes is not a separate Covered Dental Expense, it will not be covered under these procedure codes.) (twice in any Calendar Year)

11201, 11202, 11203, 11301, 11302, 11303,

11401, 11402, 11403, 11501, 11502, 11503

Fluoride treatment, topical application (twice in any Calendar Year) (under 19 years of age only)

12101, 12400

Pit and fissure sealants

13401, 13404, 13409

Preventive restoration resin

13411, 13419

Topical application of antimicrobial agent, hard tissue

13600

Habit-breaking appliances

14101, 14102, 14201

Space maintainers, band type (applicable only to dependent children under 18 years of age)

15101, 15102, 15103, 15104, 15105, 15110,

15111, 15120

Space maintainers, Stainless Steel crown type (applicable only to dependent children under 18 years of age)

15200, 15201, 15202, 15210

DENTAL CARE INSURANCE

Space maintainers, cast type (applicable only to dependent children under 18 years of age)
15301, 15302

Space maintainers, acrylic (applicable only to dependent children under 18 years of age)
15400, 15401, 15402, 15403

Space maintainers, acid etched pontic type (applicable only to dependent children under 18 years of age)
15501

Space maintainers, maintenance (applicable only to dependent children under 18 years of age)
15601, 15602

Canes, trauma and pain control (with retentive band)
20121, 20129

RESTORATIVE SERVICES

Caries, trauma and pain control/pulp capping
20111, 20119

RESTORATIVE SERVICES (fillings)

Amalgam restorations, primary teeth
21101, 21102, 21103, 21104, 21105, 21111,
21112, 21113, 21114, 21115

Amalgam restorations, permanent teeth
21211, 21212, 21213, 21214, 21215, 21221,
21222, 21223, 21224, 21225

Retentive pins for amalgams and restorations
21303, 21304, 21401, 21402, 21403, 21404,
21405

Tooth coloured restorations, permanent anteriors
23101, 23102, 23103, 23104, 23105, 23111,
23112, 23113, 23114, 23115, 23118

RESTORATIVE SERVICES

Tooth coloured veneer applications
23123

DENTAL CARE INSURANCE

RESTORATIVE SERVICES (fillings)

Miscellaneous tooth coloured restorations

23211, 23212, 23213, 23214, 23215, 23221,
23222, 23223, 23224, 23225, 23311, 23312,
23313, 23314, 23315, 23321, 23322, 23323,
23324, 23325, 23401, 23402, 23403, 23404,
23405, 23411, 23412, 23413, 23414, 23415,
23501, 23502, 23503, 23504, 23505, 23511,
23512, 23513, 23514, 23515

DENTURE REPAIRS, REBASING, RELINING AND TISSUE CONDITIONING (see Limitations and Exclusions)

Denture repairs or additions

55101, 55102, 55103, 55104, 55201, 55202,
55203, 55204, 55301, 55302, 55401, 55402,
55403, 55520, 55530

Denture rebasing or relining

56200, 56201, 56210, 56211, 56212, 56213,
56220, 56221, 56222, 56223, 56230, 56231,
56232, 56233, 56241, 56242, 56243, 56251,
56252, 56253, 56260, 56261, 56262, 56263,
56311, 56312, 56313, 56321, 56322, 56323,
56331, 56332, 56333, 56341, 56342, 56343

Denture tissue conditioning

56270, 56271, 56272, 56273, 56511, 56512,
56513, 56521, 56522, 56523

REMOVABLE PROSTHODONTICS (dentures)

Resetting of teeth

56602

ORAL AND MAXILLOFACIAL SURGERY (extractions)

Removal, erupted teeth, uncomplicated

71101, 71109, 71111

Removal, erupted teeth, complicated

71201, 71209, 72100

Removal, impacted teeth

72111, 72119, 72210, 72211, 72219, 72220,
72221, 72229, 72230, 72231, 72239, 72240

DENTAL CARE INSURANCE

Removal, residual roots

72300, 72310, 72311, 72319, 72320, 72321,
72329, 72331, 72339

MAJOR ORAL AND MAXILLOFACIAL SURGERY

Past-surgical care

79605

ADJUNCTIVE GENERAL SERVICES

Emergency treatment

91110, 91111, 91112, 91113, 91119, 91120,
91121, 91122, 91123, 91129

Anaesthesia of any kind is not payable unless used in conjunction with:

- (1) Oral surgery (excision): or
- (2) Periodontal surgery; or
- (3) Fractures and dislocations.

Local anaesthesia

92101, 92102, 92110, 92120

General anaesthesia

92201, 92212, 92213, 92214, 92215, 92216,
92217, 92218, 92219

Provision of facilities, equipment and supplies

92222, 92223, 92224, 92225, 92226, 92227,
92228, 92229

Anaesthesia, deep sedation

92301, 92302, 92303, 92304, 92305, 92306,
92307, 92308, 92309

Inhalation sedation

92310, 92411, 92412, 92413, 92414, 92415,
92416, 92417, 92418, 92419

Nitrous oxide with oral sedation

92421, 92422, 92423, 92424, 92425, 92426,
92427, 92428, 92429

Intravenous sedation

92431, 92432, 92433, 92434, 92435, 92436,
92437, 92438, 92439

DENTAL CARE INSURANCE

Intramuscular sedative drugs

92441, 92442, 92443, 92444, 92445, 92446,
92447, 92448, 92449

Combined sedation

92451, 92452, 92453, 92454, 92455, 92456,
92457, 92458, 92459

Oral sedation

92461, 92462, 92463, 92464, 92465, 92466,
92467, 92468, 92469

ADJUNCTIVE GENERAL SERVICES

Consultation with member of profession

93100, 93111, 93112, 93119, 99200

House or non-emergency Hospital calls

94100, 94101, 94102, 94200

Office or institutional visit

94301

After-hours office visit

94302, 94400

TYPE B SERVICES - REIMBURSEMENT AT 100%

PREVENTIVE SERVICES

Caries, trauma and pain control (with retentive band)

39930

RESTORATIVE SERVICES

Caries, trauma and pain control/pulp capping

20131, 20139, 31100, 31110, 39960

ENDODONTIC SERVICES (root canals and related services)

Pulpotomy

32201, 32202, 32210, 32221, 32222, 32231,
32232

Pulpectomy

32311, 32312, 32313, 32314, 32315, 32321,
32322, 39901

DENTAL CARE INSURANCE

Root canals

33100, 33111, 33112, 33113, 33114, 33116,
33121, 33122, 33123, 33124, 33126, 33131,
33132, 33133, 33134, 33136, 33141, 33142,
33143, 33144, 33146, 33200, 33300, 33400,
33401, 33402, 33403

Apexification, including dentogenic media

33501, 33502, 33503, 33601, 33602, 33603,
33604, 33605, 33611, 33612, 33613, 33614

Apicoectomy/apical curettage

34101, 34102, 34103, 34104, 34111, 34112,
34114, 34115, 34121, 34122, 34123, 34131,
34132, 34133, 34134, 34141, 34142, 34151,
34152, 34153, 34161, 34162, 34163, 34164,
34311, 34312, 34321, 34322, 34323, 34324,
34331, 34332, 34333, 34334, 34341, 34342,
34351, 34352, 34353, 34354, 34361, 34362,
34363, 34364

Retrofilling

34201, 34202, 34203, 34211, 34212, 34215,
34221, 34222, 34223, 34224, 34231, 34232,
34233, 34234, 34241, 34242, 34251, 34252,
34253, 34254, 34261, 34262, 34263, 34264

Root amputations

34401, 34402, 34411, 34412

Isolation of tooth or teeth to maintain aseptic operating field

39100, 39101, 39110, 39120

Hemisection

34421, 34422, 34423, 39230

Enlargement of canal and/or pulp chamber

34601, 34602

Removal of tooth, apical filling and replantation

34451, 34452, 34453

Retreatment of previously treated tooth

33110, 33115, 33125, 33135, 33145, 33210,
33310, 33410

Opening and drainage

39201, 39202, 39211, 39212

DENTAL CARE INSURANCE

Relief of traumatic occlusion
39970

PERIODONTIC SERVICES

Application of displacement dressings
41101, 41102, 41103, 41104, 41109

Management of oral disease
41200, 41211, 41212, 41213, 41214, 41219,
41221, 41222, 41223, 41224, 41229, 41231,
41232, 41233, 41234, 41239

Desensitization
41300, 41301, 41302, 41309

Gingival curettage
42000, 42001, 42111

Gingivoplasty
42002, 42201

Gingivectomy
42003, 42010, 42311, 42321, 42331, 42339,
42341

Flap approach surgery
42100, 42101, 42411, 42421, 42431, 42441,
42451

Soft tissue grafts with flaps
42200, 42300, 42511, 42531

Soft tissue graft with graft in pedicle donor site
42541

Coronally positioned grafts
42521

Osseous grafts
42611, 42621

Connective tissue grafts
42551

Operation proximal wedge
42400, 42811, 42819

DENTAL CARE INSURANCE

Guided tissue regeneration

42711

Post-surgical treatment

42720, 42821, 42822, 42823, 42829

Provisional periodontal splinting or ligation

43111, 43200, 43211, 43212, 43221, 43231,
43241, 43260, 43261

Dental floss ligation

43251

Occlusal adjustment (8units of time per lifetime)

43300, 43310, 43311, 43312, 43313, 43314,
43317, 43319

Scaling

43411, 43412, 43413, 43414, 43417

Scaling (see Limitations and Exclusions) (8units of time in any Calendar Year)

11111, 11112, 11113, 11114, 11115, 11116,
11117, 11119

Root planing

43421, 43422, 43423, 43424, 43425, 43426,
43427, 43429

Periodontal appliances

43600, 43611, 43612

Periodontal re-evaluation

49101, 49102, 49109

MAJOR ORAL AND MAXILLOFACIAL SURGERY

Surgical **exposure** of teeth

72410, 72411, 72511, 72519, 72521, 72529,
72541, 72551

Surgical repositioning

72440, 72631, 72639

Enucleation

72450, 72711, 72719

Alveoplasty

73020, 73100, 73110, 73111, 73121

DENTAL CARE INSURANCE

Excision of bone
73133, 73134, 73135

Removal of bone
73140, 73153, 73154, 73161

Tuberosity/Tuberoplasty
73150, 73151, 73171, 73172

Gingivoplasty and/or stomatoplasty
73152, 73211, 73221, 73224

Vestibuloplasty, sub-mucous
42310, 73411

Surgical excision, benign tumors
74108, 74109, 74111, 74112, 74113, 74114,
74115, 74116, 74117, 74118, 74121, 74122,
74123, 74124, 74125, 74126, 74127, 74128

Surgical excision, malignant tumors
74211, 74212, 74213, 74214, 74215, 74216,
74217, 74218, 74221, 74222, 74223, 74224,
74225, 74226, 74227, 74228

Surgical excision, cysts or granulomas
74408, 74409, 74410, 74611, 74612, 74613,
74614, 74615, 74616, 74617, 74618, 74631,
74632, 74633, 74634, 74635, 74636, 74637,
74638

Marsupialization of *cyst*
74621

Surgical incision, intra-oral
75100, 75101, 75110, 75111, 75112, 75113,
75121

Surgical exploration or trephination, intra-oral
75122, 75123

Surgical incision, extra-oral
75211, 75212

Surgical exploration, extra-oral
75221

DENTAL CARE INSURANCE

Reduction of fractures, closed reduction
76201, 76210, 76301, 76310, 76401, 76601,
76910, 76911, 76921

Reduction of fractures, open reduction
76922, 76923, 76924

Replantation of avulsed tooth or teeth
39981, 76941, 76949

Repositioning of displaced teeth, repairs-lacerations (under 2 cm.)
39985, 76950, 76951, 76952, 76959, 76961

Repairs-lacerations (2 cm. or over)
76962, 76963, 76964, 76965, 76966, 76967,
76968, 76969

Frenectomy
77801, 77802, 77803

Frenectomy with myotomy or frenoplasty
77804, 77805, 77806

Glossectomy
77901, 77902

Temporomandibular joint (TMJ) dislocation treatment, closed reduction
78102, 78103, 78110, 78111

Post-surgical care
79601, 79602, 79603, 79604

TYPE C SERVICES - REIMBURSEMENT AT 50%

REMOVABLE PROSTHODONTICS (dentures) (see Limitations and Exclusions)

Complete permanent dentures, standard (once in 60 consecutive months)
51100, 51101, 51102, 51103, 51110, 51120,
51300, 51301, 51302, 51303, 51310, 51320

Complete transitional dentures
51600, 51601, 51602, 51603, 51610

Partial transitional dentures
52101, 52102, 52103, 52120, 52121, 52129

DENTAL CARE INSURANCE

Partial immediate dentures

52111, 52112, 52113

Partial dentures, resilient retainer

52122, 52123, 52124, 52201, 52202, 52203

Partial immediate dentures, resilient retainer

52211, 52212, 52213

Partial dentures, clasps and/or rests

52230, 52231, 52232, 52301, 52302, 52303

Partial immediate dentures with clasps and/or rests

52311, 52312, 52313

Partial dentures with lingual bar

52401, 52402, 52403

Partial immediate dentures with lingual bar

52411, 52412, 52413

Partial dentures, cast with acrylic base

52400, 52410, 52420, 52500, 52510, 52520,
52530, 52600, 52601, 52610, 52611, 53101,
53102, 53103, 53111, 53112, 53113, 53121,
53122, 53123, 53201, 53202, 53203, 53205,
53211, 53212, 53213, 53215, 53301, 53302,
53401, 53402, 53403, 53501, 53502, 53503,
53611, 53612, 53613, 53621, 53622, 53623

Partial dentures, cast with acrylic base (once in 60 consecutive months)

53131, 53132, 53133, 53221, 53222, 53223

Denture adjustments

54201, 54202, 54209, 54250, 54300, 54301,
54302, 54303

Denture remake

56411, 56412, 56413

TYPE D SERVICES - REIMBURSEMENT AT 50%

RESTORATIVE SERVICES (including crowns) (see Limitations and Exclusions)

Restorations, amalgam core in conjunction with crown

21301

DENTAL CARE INSURANCE

Prefabricated metal restorations, primary teeth (once in 60 Consecutive months)
22201, 22202, 22211, 22212, 27403

Prefabricated metal restorations, permanent teeth (once in 60 consecutive months)
22301, 22302, 22311, 22312, 27413

Prefabricated plastic restorations, primary teeth
22411

Prefabricated plastic restorations, primary teeth (once in 60 consecutive months)
22401, 27421, 27422

Prefabricated plastic restorations, permanent **teeth**
22511

Prefabricated plastic restorations, permanent teeth (once in 60 consecutive months)
22501, 27423, 27424

Tooth coloured restorations, core in conjunction with crown
23601

Inlay restorations
25100, 25111, 25112, 25113, 25114, 25121,
25122, 25123, 25124, 25131, 25132, 25133,
25134, 25141, 25142, 25143, 25144, 25200,
25300

Onlay restorations
25500, 25511, 25512, 25521, 25531

Retentive pins for inlays, onlays and crowns
25601, 25602, 25603, 25604, 25605

Posts and cores
25711, 25712, 25713, 25721, 25722, 25723,
25724, 25731, 25732, 25733, 25741, 25742,
25743, 25751, 25752, 25753, 25754, 25755,
25756, 27640, 27700, 27701, 27707, 27710,
29501, 29502, 29503, 29600

Plastic crowns (once in 60 consecutive months)
27100, 27110, 27111, 27112, 27114

Plastic crowns, transitional
27113, 27121, 27122, 27130, 27140

Porcelain or ceramic crowns (once in 60 consecutive months)
27200, 27201, 27210, 27211, 27212

DENTAL CARE INSURANCE

Metal crowns (once in **60** consecutive months)
27300, 27301, 27302, 27310, 27311, 27312,
27313

Crown made to partial denture clasp
27401, 27409

Amalgam restoration made to partial denture clasp
21501

Composite restoration made to partial denture clasp
23701

Metal or plastic copings
27501, 27502

Laboratory processed veneers
27601, 27602

Plastic repairs
27711

Porcelain or ceramic repairs
27721, 27722

RESTORATIVE SERVICES

Restorative procedures to overdentures
28102

RESTORATIVE SERVICES (including crowns)

Recementation or rebonding to inlays, onlays, crowns or veneers
29100, 29101, 29102, 29103, 29109

Removal of inlays, onlays, crowns or veneers
29300, 29301, 29302, 29303, 29309

FIXED PROSTHODONTICS (bridges and related services) (see Limitations and Exclusions)

Processed acrylic pontic (once in **60** consecutive months)
62000

Bridge pontics, cast metal or porcelain (once in 60 consecutive months)
62100, 62101, 62102, 62103, 62501, 62502,
62510

Bridge pontics, acrylic (once in 60 consecutive months)
62600, 62701

DENTAL CARE INSURANCE

Temporary bridge pontics, acrylic
62700, 62702, 62703

Natural tooth pontic, temporary
62801

Replacement, removal or recementation
66111, 66112, 66113, 66119, 66211, 66212,
66213, 66219, 66301, 66302, 66303, 66309,
66600, 66601, 66610, 66620, 66720

Fixed bridge repairs
66710, 66711, 66719, 66721, 66729, 66731,
66739

Fixed bridge retainers (once in 60 consecutive months)
67100, 67101, 67102, 67110

Temporary fixed bridge retainers
67121, 67129, 67131, 67139

Porcelain or ceramic retainers (once in 60 consecutive months)
67200, 67201, 67202, 67210, 67211

Precision attachments (once in 60 consecutive months)
67212, 67302, 67312

Metal cast retainers (once in 60 consecutive months)
67301, 67311, 67321, 67322, 67331,
67341, 67410

Abutment preparation (once in 60 consecutive months)
67501

Retentive pins for retainers
69301, 69302, 69303, 69304, 69305, 69701,
69702, 69703, 69704

DENTAL CARE INSURANCE

TYPE E SERVICES - REIMBURSEMENT AT 50%

DIAGNOSTIC SERVICES

Laboratory reports
04601, 04604

ORTHODONTIC SERVICES (braces and related services) (see Limitations and Exclusions)

Orthodontic examination
01901, 01902

Cephalometric X-rays, films
02701, 02702, 02703, 02704, 02709

Cephalometric X-rays, tracing and interpretation
02751, 02752, 02759

Diagnostic photographs
04801, 04802, 04803, 04809

Diagnostic casts
04931

Surgical exposure of tooth for orthodontic treatment
72412, 72531, 72539

Orthodontic observations, adjustments or appliances
80000 series

Payment for orthodontic treatment in progress
93331

Determination of Preventive or Periodontal Scaling Treatment

If scaling treatment is covered under both preventive and periodontic services, Metropolitan will determine whether such treatment is payable under the preventive or periodontic services based on the following:

- Scaling treatment shall be considered preventive scaling provided the charge for such treatment is for **less** than 2 units of time and provided such treatment:
 - is the only treatment provided on that date; or
 - is provided on the same date **as** other procedures that are not periodontic services.
- Scaling treatment shall be considered periodontal scaling provided the charge for such treatment is for **2** or more units of time or is provided on **the** same date **as** other procedures that are periodontic services.

DENTAL CARE INSURANCE

Limitations Applicable to Rebasing, Relining and Tissue Conditioning

Covered expenses incurred in connection with dentures are limited as follows:

- Tissue conditioning, rebasing or relining dentures providing 1 year has elapsed since installation of the appliance.

Limitations and Exclusions Applicable to Dentures

Expenses incurred in connection with any of the following are not Covered Dental Expenses:

1. Replacement of an existing partial or full removable denture or the addition of teeth to an existing partial removable denture to replace extracted natural teeth, unless evidence satisfactory to Metropolitan is presented that:
 - the replacement or addition of teeth is required to replace 1 or more additional natural teeth extracted after the existing denture was installed and while you are or your Insured Dependent is covered under this provision, or
 - the existing denture was installed at least 5 years prior to its replacement and that the existing denture cannot be made serviceable, or
 - the existing denture is an immediate temporary denture replacing 1 or more natural teeth, and replacement by a permanent denture is required, and takes place within 12 months from the date of installation of the immediate temporary denture. If the transitional denture is not replaced within 12 months of installation, the denture will be considered as a permanent appliance and subject to the Plan limitations. This provision will not apply in the case of accidental injury involving a child, up to age 18.
2. Replacement of lost, missing or stolen prosthetic devices.
3. The replacement of an existing removable denture by a fixed prosthodontic appliance. An existing denture will be replaced by another denture, or the benefit equal to the cost of a new denture may be applied toward the treatment of choice.

Limitations and Exclusions Applicable to Bridges & Crowns

Expenses incurred in connection with any of the following are not Covered Dental Expenses:

- Tooth coloured crowns, pontics or abutments placed on or replacing teeth, other than the 10 upper and 10 lower anterior teeth.
- Procedures involving the use of gold when a reasonable substitute consistent with accepted standards of dental practice could be used. Under such circumstances, the covered expense will be that shown in the applicable Fee Guide for the substitute.
- Replacement of existing bridgework, or the addition of teeth to existing bridgework to replace extracted natural teeth, unless evidence satisfactory to Metropolitan is presented that

DENTAL CARE INSURANCE

the replacement or addition of teeth is required to replace 1 or more additional natural teeth extracted after the existing bridgework was installed and while you or your Insured Dependent are covered under this provision, or

the existing crown or bridgework was installed at least 5 years prior to its replacement and that the existing crown or bridgework cannot be made serviceable.

- Repairs of existing bridgework are not Covered Dental Expenses unless the existing bridgework was installed at least 3 years prior to the date of the repair. This limitation will be waived where repair is necessitated by an accidental blow to the mouth but not by an object wittingly or unwittingly placed in the mouth.
- Replacement of lost, missing, or stolen prosthetic devices.
- Transitional crowns and bridgework must be replaced by a permanent fixture within 12 months of installation, or the temporary crown or bridge will be considered a permanent fixture and subject to the Plan limitations. This provision will not apply in the case of accidental injury involving a child, up to age 18.

Exclusions for Orthodontic

Expenses incurred in connection with any of the following are not Covered Dental Expenses:

- Orthodontic services for other than insured dependent children under the age of 22.
- Replacement of an orthodontic appliance.

Payment of Orthodontic Claims

Payment for orthodontic expenses will be made on 1 of the following bases.

- If a receipt or completed claim form is submitted for each treatment as the charge is incurred, payment for the insured cost of the charge will be made as the charge is incurred.
- Quarterly payments will be made only upon receipt of a completed claim form or receipt from the Dentist or orthodontist that the treatment plan has continued through the 3 months for which the payment is due.

Exclusions

Expenses incurred in connection with any of the following are not Covered Dental Expenses:

- ^a Services, treatments, appliances and supplies which are not set forth under the Covered Dental Codes and Procedures outlined in this Dental Plan.

Services rendered prior to the effective date of the Dental Care insurance for you or your Insured Dependent.

DENTAL CARE INSURANCE

- Dental surgery or dental treatment for cosmetic purposes, unless such surgery or treatment is required for correction of damage caused by an accidental blow to the mouth but only to the extent that such surgery or treatment is a Covered Dental Expense in force at the time the damage was caused.
- Services for which benefits are payable under a workers' compensation act or similar legislation.
- Services received for injury sustained while committing or attempting to commit a criminal offence (other than an offence involving .08 blood alcohol).
- Service for which there is no cost to you or your Insured Dependent including payment received as a result of legal action or settlement.
- Services to the extent that such services or benefits for such services are available under any plan or program established pursuant to the laws or regulations of any government.
- The completion of insurance forms, charges for prescription drugs, implantology, athletic mouthguards and failure to keep a scheduled visit.
- Full mouth X-rays for any Insured Dependent who has not attained at least 10 years of age when the charges are incurred.
- Charges for laminates and mastiques, both self or light cured.
- Laboratory charges exceeding 60% of the fixed fee for the procedure in the Dental Association Fee Guide specified in the Schedule of Insurance.
- Procedures, appliances and restorations used to increase vertical dimension or to restore the occlusion.
- Splinting for periodontal reasons where cast crowns, inlays, or onlays are used for this purpose.

If Dental Care benefits have been paid under this Plan to you or your Insured Dependent for Covered Dental Expenses and it is later established that the charges for these Covered Dental Expenses were not paid by you or your Insured Dependent, or that you were or your Insured Dependent was otherwise reimbursed therefor, Metropolitan will be entitled to a refund of the amount of the benefits paid which is in excess of the benefits that would have been payable based on the actual charges incurred and paid by you or your Insured Dependent.

Payment Of Claims

Metropolitan, at its own expense, has the right and opportunity to have a Dentist designated by it examine you or your Insured Dependent when and as often as it may reasonably require while a claim is pending.

Dental Care benefits will be paid to you. Upon receipt by Metropolitan of written authorization, Metropolitan may pay such benefits directly to the person or agency that rendered the services for which payment is to be made; payment so made shall discharge Metropolitan's obligation with respect to the benefits so paid.

DENTAL CARE INSURANCE

Proof of claim satisfactory to Metropolitan must be made on forms provided by Metropolitan on the earlier of 12 months after the date on which the expense is incurred or 6 months after the date of cancellation of the insurance or 1 month after your termination date.

Benefits After Cessation Of Insurance

No benefits are payable for Covered Dental Expenses incurred after the date the insurance on you or your insured Dependent ceases.

CO-ORDINATION OF BENEFITS

When payment for benefits provided under this Plan is available to a covered person under any other pre-paid group health contract, group insurance policy or plan, benefits will be co-ordinated and the amount payable under this Plan will be pro-rated and limited to the extent that the total amount available under all coverages does not exceed 100% of the allowable expenses.

Metropolitan may, (subject to the consent of the covered person if so required by law) obtain from or release to any person or corporation, any information considered necessary to implement this provision and facilitate the payment of benefits under this Plan.

Order of Benefit Determination

If a covered person is eligible to receive a benefit under this Plan and the same or a similar benefit under any other group contract, policy or plan, payment of benefits will be decided in the following manner:

- If another plan does not contain a Co-ordination of Benefits provision, the benefits of such plan will be deemed payable prior to the application of benefits under this Plan.
- If another plan contains a Co-ordination of Benefits provision the benefits of such plan will be co-ordinated with the benefits under this Plan as follows:

Priority will be attributed to the plan under which the covered person is eligible to receive the benefits in the following order:

other than as a Dependent, or

as a Dependent of the covered person with the earlier day and month of birth in the Calendar Year.

If priority cannot be established in the above manner, the benefits will be pro-rated between or amongst the plans in proportion of the amounts that would have been paid under each plan had there been coverage by just that plan.

Covered person refers to the Insured Person or Insured Dependent as defined herein,

In addition, benefits for any out-of-country/province Health Care expenses will be co-ordinated with any other policy, plan or contract from any source that provides benefits for such expenses. The co-ordination will be administered in accordance with guidelines established by the Canadian Life and Health Insurance Association.

TIME LIMITS FOR SUBMISSION OF PROOF OF CLAIM

Written proof of a claim must be given to Metropolitan in accordance with the following:

Life Insurance - Death Claims - No time limit.

Life Insurance - Disability Claims - not later than one year after the date of commencement of disability.

Insurance for Death or Dismemberment by Accidental Means - not later than 90 days after the date of the **loss**.

Short Term Disability Insurance - not later than 31 days after the date of commencement of disability.

Health Care Insurance - on the earlier of 12 months after the date on which an expense is incurred or 6 months after the date of cancellation of the insurance or 1 month after your termination date.

Dental Care Insurance - on the earlier of 12 months after the date on which an **expense** is incurred or 6 months after the date of cancellation of the insurance or 1 month after your termination date.

CLAIMS INFORMATION

Procedures For **Presenting Claims** For **Benefits**

Claim forms needed to file for benefits under the group insurance program can be obtained from the Policyholder who will also be ready to answer questions about the insurance benefits and to assist you or your Beneficiary in filing claims.

All questions on the claim form must be completed to avoid delay in processing or possible return of the form.

Usually, the completed claim form should be returned to the Policyholder who will certify that you are insured under the Plan and will then forward the claim form to Metropolitan. However, the Policyholder will inform you if there are other instructions to follow.

When the claim has been processed, you or your Beneficiary will be notified of the benefits paid. If any benefits have been denied, you or your Beneficiary will receive a written explanation.

Routine Questions

If there is any question about a claim payment, an explanation can be requested from the Policyholder who is usually able to provide the necessary information.

REQUESTING A REVIEW OF CLAIMS DENIED IN WHOLE OR IN PART

In the event a claim has been denied in whole or in part, you or your Beneficiary can request a review of the claim by Metropolitan. This request for review should be sent to the address of Metropolitan's office which processed the claim within 60 days after you or your Beneficiary receive notice of denial of the claim.

When requesting a review, please state:

- your Name or the Name of your Insured Dependent, Group Policy Number, Employee ID, Number and Claim Number,
- the reason you, your Insured Dependent or your Beneficiary believe the claim was improperly denied,

and submit any data, questions or comments deemed appropriate.

Metropolitan will re-evaluate all the information and you or your Beneficiary will be informed of the decision in a timely manner.

NOTICES

This **booklet** is **of** value to you. It should **be** kept in a safe place. Your Beneficiary and Insured Dependents should know where the booklet is kept.

As soon as your benefits cease, you should consult the Policyholder to find out what rights, **if** any, you may have to continue your protection.

The Head **Office** of Metropolitan is located at **99** Bank, **Ottawa**, Ontario, K1P 5A3.