

Collective Agreement

Between

**The news Group,
A division of Great pacific Enterprises Inc.**

and

**Teamsters
Local 213**

Begins:

01/01/2005

Terminates:

12/31/2007

11664 (04)

Source:

Employees:

Received by:

Date: 08/18/2006

**THE NEWS GROUP,
a division of Great Pacific Enterprises Inc.**

TABLE OF CONTENTS

ARTICLE	PAGE
1. BARGAINING AGENCY AND DEFINITION	<u>1</u>
2. DURATION OF AGREEMENT	<u>1</u>
3. UNION SECURITY.....	<u>2</u>
4. DEDUCTION OF DUES, ETC.	<u>2</u>
5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE	<u>3</u>
6. SHOP STEWARDS.....	<u>5</u>
7. WORK CLOTHES, UNION PRODUCTS AND SERVICES.....	<u>6</u>
8. UNION NOTICES.....	<u>6</u>
9. CONFLICTING AGREEMENT.....	<u>7</u>
10. STRIKES AND LOCKOUTS.....	<u>7</u>
11. TRANSFER OF TITLE OR INTEREST.....	<u>7</u>
12. GRIEVANCE PROCEDURE.....	<u>7</u>
13. JOB POSTING, ETC.	<u>9</u>
14. TECHNOLOGICAL CHANGE AND RETRAINING.....	<u>12</u>
15. SEVERANCE PAY.....	<u>12</u>
16. PAY DAY AND PAY STATEMENTS, ETC	<u>13</u>
17. ANNUAL VACATIONS.....	<u>13</u>
18. GENERAL HOLIDAYS.....	<u>17</u>
19. SEPARATION OF EMPLOYMENT.....	<u>19</u>

11664(04)

20.	SENIORITY	<u>19</u>
21.	DAYS AND HOURS OF WORK AND OVERTIME.....	<u>21</u>
22.	LUNCH AND REST PERIODS	<u>25</u>
23.	COMPENSATION COVERAGE	<u>25</u>
24.	SAVINGS CLAUSE	<u>26</u>
25.	INSPECTION PRIVILEGES.....	<u>26</u>
26.	SANITARY FACILITIES, ETC.....	<u>26</u>
27.	SAFETY AND HEALTH.....	<u>26</u>
28.	TRUCK MAINTENANCE AND SAFETY.....	<u>27</u>
29.	BONDING.....	<u>28</u>
30.	MANAGEMENT.....	<u>28</u>
31.	ARTICLE HEADINGS.....	<u>29</u>
32.	TRANSPORTATION.....	<u>29</u>
33.	MEDICAL EXAMINATION.....	<u>29</u>
34.	CLASSIFICATIONS AND WAGE RATES, ETC.....	<u>30</u>
35.	GENDER	<u>31</u>
36.	TOOLS.....	<u>31</u>
37.	LOSS OF BENEFITS.....	<u>31</u>
38.	HEALTH AND WELFARE PLAN.....	<u>31</u>
39.	PENSION PLAN	<u>34</u>
40.	RETROACTIVE PAY	<u>35</u>
41.	BANKING OF OVERTIME	<u>35</u>

42. JOINT CONSULTATION COMMITTEE..... 36

43. COMMITTEE ELECTIONS..... 36

SIGNATORY PAGE..... 36

APPENDIX "A" RATES PER HOUR..... 37

APPENDIX "B" LETTER OF INTENT..... 39

LETTER OF UNDERSTANDING NO. 1 41

LETTER OF UNDERSTANDING NO. 2 43

LETTER OF UNDERSTANDING NO. 3 45

LETTER OF UNDERSTANDING NO. 4 46

THIS AGREEMENT entered into this _____ day of _____, 2005.

**BETWEEN: THE NEWS GROUP,
A DIVISION OF GREAT PACIFIC ENTERPRISES INC.**
2500 Vauxhall Place,
Richmond, British Columbia;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: TEAMSTERS LOCAL UNION No. 213,
affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province of
British Columbia:

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

1. BARGAINING AGENCY AND DEFINITION

- (a) The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority.
- (b) The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and/or this Agreement.
- (c) All work within the Traditional Trading Area shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article three (3) herein. Traditional Trading Area is defined as Chilliwack (Prest Road) west to Horseshoe Bay, Whistler and Sunshine Coast (Langdale to Earl's Cove), all of Vancouver Island except for deliveries North of Nanaimo (Ware Road).

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from and including January 1st, 2005 to and including December 31st, 2007, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration, or immediately preceding the anniversary date in any year thereafter, by written notice to the other

party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

The parties hereto agree to waive the provisions of Section 50 (2) of the Labour Relations Code of British Columbia.

3. UNION SECURITY

- (a) All employees shall be required to be a member of the Union as a condition of employment with the Employer.
- (b) All employees shall receive a copy of the Agreement. The Employer shall honour an Employee's written assignment of wages and deduct and pay over to the Union's Secretary any monthly dues, assessments or initiation fees levied in accordance with the Union's By-Laws owing by him to the said Union.
- (c) The Union recognizes the right of the Employer to hire whom they choose, subject to the Seniority provisions contained herein. The Employer shall, however, give the Union the opportunity to refer suitable applicants for employment.
- (d) The Employer agrees that when he hires new employees the Employer shall have such new employees fill in the required Union Membership and Death Benefit cards upon commencing work, and mail same in to the Union Office immediately.

4. DEDUCTION OF DUES, ETC.

- (a) The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees, as well as following the procedure set out in 4 (d) herein.
- (b) All employees referred to above will be required to sign authorization for checkoff of Union dues and levies which may be levied by the Union in

accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable during the term of this Agreement.

- (c) The Employers shall deduct and pay over to the Secretary of the Union, any monthly, dues and levies levied in accordance with the Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.
- (d) The Employer shall deduct from each employee an amount equal to the Union's dues and levies from the employee's first (1st) payroll cheque and add that employee's name and the said amount to the closest applicable checkoff. (i.e. If the checkoff for that month has not been remitted to the Union, it shall be added to that checkoff; if the month's checkoff has been remitted, it shall be added to the following month's checkoff and shown as the previous month worked.)
- (e) All Union dues are to be trust monies and shall be paid to the party entitled thereto not later than the due date.
- (f) The Employer shall record on each employee's T-4 slip, the Union dues deducted and submitted on behalf of the employee.

5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

- (a) The Employer shall have the right to grant leave of absence to employees and will grant leave of absence without pay to enable two (2) employees of the Employer to serve as a delegate to Union meetings or conventions.
- (b) An employee who has been elected to a full-time office in the Union shall automatically be granted Leave Of Absence and such leave will not extend beyond the term of office or one (1) year whichever comes first.
- (c) All leaves of absence other than those specifically set out herein must be applied for and given in writing.

During such leave an employee shall maintain and accumulate seniority for up to six months. If more than six months the employee will maintain but not accumulate seniority. During authorized leave of absence, except as stated above, an employee shall maintain and accumulate seniority.

- (d) Bereavement leave, with pay, for employees will be granted on the following basis. In the event of death in an employee's immediate family (parents, sister or brother, spouse or children, grandparents) the paid leave will be for three (3) days. For mother or father-in-law, brother or sister-in-law,

grandfather or grandmother-in-law, the paid leave will be for one (1) day. Should a member of an employee's immediate family, as defined above, die while the employee is on vacation, the vacation will be extended by the length of time allowed for bereavement leave provided management is notified prior to the employee's scheduled return date. Employees will be granted paid leave up to a maximum of five (5) days if such time is required to travel to the funeral.

- (e) All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury or Witness Duty, he or she shall be returned to the job classification and pay rate he or she was on prior to such duty. All Jury Duty or Witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Employer by endorsement of Jury Duty cheque and/or Witness fees to the Employer. Employees on Jury Duty will be expected to return to complete their shift upon dismissal.
- (9) When an employee suffers an injury or illness which requires his or her absence, they shall report the fact to the Employer as soon as possible, prior to their actual starting time, so adequate replacement may be made if necessary. Employees must keep the Employer notified of correct address and phone number at all times.
- (g) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, except as otherwise stipulated in this Agreement, until such time as he can properly return to work. At the conclusion of a twenty-four (24) month absence, the parties agree to review the status of the injury or illness. If it is determined that the employee cannot be accommodated with alternative work, and after all reasonable options have been exhausted, then the employee shall be entitled to two (2) weeks notice and severance pay as per Article 15(a). Weekly pay will be calculated on the weekly hours worked by the employee before going on sick benefits.
- (h) The Employer shall grant, upon request, unpaid pregnancy and parental leave in accordance with Federal and/or Provincial legislation of up to a maximum of sixty-three (63) weeks.
- (i) An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:
 - (1) The care, health or education of a child in the employee's care; or

- (2) The care or health of any other member of the employee's immediate family.
- (j) The Employer at its discretion shall have the right to grant unpaid leave of absence of one (1) day per week, for a period of six months, to senior employees requesting to work a shorter work week. Such leave shall be granted by seniority within a classification and the six month periods shall be January 1 to June 30 and July 1 to December 31.
- Once this leave is granted it cannot be rescinded by either party unless an employee's hours per week are reduced, or by mutual consent of both parties.
- (k) The Employer shall grant, upon request, unpaid Compassionate leave in accordance with Federal and/or Provincial legislation.

6. SHOP STEWARDS

- (a) There shall be Shop Stewards appointed to see that the provisions of this Agreement are adhered to.
- (b) The Shop Stewards shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- (c) The Employer will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representative of the employees. The Employer further recognizes that the power to appoint and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need.
- (d) The Union will advise the Employer of the identity of all Shop Stewards and the seniority list will clearly identify the Shop Stewards.
- (e) Shop Stewards shall be allowed to take up grievances during working hours, without loss of pay. Whenever possible this should be scheduled at the beginning or end of the shift.
- (f) Shop Stewards shall be allowed time off work, without pay, for one (1) day in each calendar year for the purpose of attending a labour relations oriented educational seminar conducted by the Union.
- (g) The Union Negotiating Committee shall be comprised of no more than four (4) Shop Stewards.

7. WORK CLOTHES, UNION PRODUCTS AND SERVICES

- (a) The Employer shall provide and maintain free of charge and where required,
- (i) Two (2) smocks or aprons and gloves (where required).
 - (ii) Drivers and Junior Relief Drivers will be supplied with uniforms of two (2) jackets, one of which will be a winter jacket, and two (2) pair of trousers. They will be checked for wear in the first two weeks of each year. Regular Full Time Drivers and Relief Drivers will be provided with five (5) shirts each year, while Junior Relief Drivers will continue to receive three (3). Drivers, including Junior relief Drivers, must wear their full uniform which must be neat in appearance. A Driver will be required to sign a payroll authorization slip allowing for a deduction of \$100.00 from final pay for each uniform not returned on termination of his employment. Drivers will be held responsible for maintaining their uniforms and will be reimbursed at the rate of \$10.00 per month. Junior Relief Drivers will also be reimbursed \$10.00 per month provided they have driven during the past month. In-Store Merchandisers will be supplied with one (1) jacket and two (2) shirts as required, and will be reimbursed \$5.00 per month for cleaning.
 - (iii) The Employer shall supply any safety equipment as required by the Workers' Compensation Board without charge.
 - (iv) The Employer shall reimburse the maintenance employee for the purchase of two pair of coveralls per year to a total value of \$100.00. The employee will be responsible for the cleaning of such coveralls.
- (b) Upon the completion of one year's service employees required to wear safety shoes will receive a seventy-five dollar (\$75.00) boot allowance on the last pay cheque in January of 2006. Effective January 2007, this allowance shall be increased to one hundred dollars (\$100.00) to be paid on the last pay cheque in January and each subsequent year thereafter.

8. UNION NOTICES

The Employer will provide a Bulletin Board for the posting of a Seniority List, this Agreement, the Welfare Plan, and for such notices that the Union from time to time may wish to post. The said notices to be posted by an elected or appointed Shop Steward of the Union.

The Employer will provide two (2) Bulletin Boards, one (1) outside the lunchroom and one (1) in the warehouse, for posting of Job Postings.

10

9. CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

The Employer agrees that before effecting any wage rate other than those set out in this Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.

10. STRIKES AND LOCKOUTS

- (a) It shall not be considered a violation of this Agreement to refuse to cross a legal picket line. Prior notice shall be given to the Employer.
- (b) It is mutually agreed that there shall be no strike, lockout or slowdown whether sympathetic or otherwise during the term of this Agreement.
- (c) It is agreed that in the event of a strike among the employees of any other firm with which the Employer is doing business, the Employer will not ask its employees to perform any labour they do not ordinarily perform.

11. TRANSFER OF TITLE OR INTEREST

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assignees. In the event an entire operation is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) The Employer shall give notice of the existence of the Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union immediately the Employer executes the contract of sale, lease or transfer. The Union shall also be informed of the nature of the transaction, not including financial details.

12. GRIEVANCE PROCEDURE

- (a) Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance.

Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within twenty (20) days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

- (b) The Steps of the Grievance Procedure shall be as follows:

STEP I

The employee with or without his Shop Steward shall take his grievance up with his immediate Foreman or Supervisor. The Employer shall take up his grievance with the employee concerned who shall have the right to have the Shop Steward present.

STEP II

Should a solution not be reached by Step I within seven (7) days, then a Representative of the Union, accompanied by the employee and the Shop Steward, if the Union wishes, shall discuss the matter with Management.

If no solution is reached, then the grieving party shall submit in writing its contention on the dispute. The other party shall reply in writing within seven (7) days. Failure to respond or failing settlement of the dispute at this stage shall cause the matter to be submitted to Arbitration as set out herein.

Notwithstanding the above, if the Employer or an authorized Agent of the Union claims a violation of this Agreement, he may invoke the Grievance Procedure at Step II as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

STEP III

The party desiring Arbitration shall appoint a member for the Board and notify the other party in writing of its appointment.

The party receiving the notice shall within seven (7) days thereafter, appoint a member for the Board and notify the other party of its appointment.

Failure to appoint their nominee, by either party, the other party who has appointed their nominee shall apply to the Labour Relations Board to appoint a nominee on behalf of such party.

STEP IV

The Arbitrators so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Labour Relations Board.

- (c) Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.
- (d) If the Arbitration Board finds that an employee has been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Employer without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper layoff had not taken place. If an Arbitration Board finds circumstances which in the opinion of the Arbitration Board makes it just and equitable may order the Employer to pay less than the full amount of wages lost.

The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement, except where there is a dispute between the parties regarding the rate of pay for a newly established or altered classification not provided for herein, or a dispute under 24 (b) herein, or a dispute under the Welfare Plan, the Board of Arbitration or Sole Arbitrator shall have the power to deal with such matters and bring down a final and binding award.

Each of the parties hereto will bear the expenses of their nominee and the parties will equally bear the expenses of the Chairman.

- (e) Any discharged or suspended employee, within seventy-two (72) hours of his discharge or suspension, shall be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union. In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an Arbitration Board. Time shall be of the essence and the seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.
- (f) If any statement is to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union within thirty (30) days of the event giving rise to the statement. In any case one (1) year from the date of occurrence such statement shall be deleted from the employee's file.

13. JOB POSTING, ETC.

- (a) In the event that a classified job becomes vacant or a job classification is created, the Employer shall post a notice on the Bulletin Board notifying that

a vacancy, job or classification exists, giving the details of the job, rates of pay, etc. Employees desiring such job shall then apply, in writing, within seventy-two (72) hours of such posting, excluding weekends, except that employees on vacation or leave of absence for sickness and/or injury shall have the privilege of applying when they return to work, providing they return to work no later than five (5) weeks from the date of posting. The senior employee applying who has the ability to do the job shall receive such job. If there is a dispute as to whether any employee has the ability to perform the job in question, he shall be placed on such job to determine whether or not he has the ability.

It is understood that employees may apply for lower paid jobs as well as higher paid jobs.

Any employee posting into a different classification within the unit shall be allowed a reasonable period of trial, up to forty-five (45) working days; and if found unsatisfactory, shall be returned to his former position without loss of seniority. Should the employee upon being placed in the new position find it to be unsatisfactory, they may within twenty-five (25) working days request to be returned to their former position and this will occur. The Company will, when required, provide training which will constitute part of their period of trial.

Employees during their trial period and for a period of three (3) months following successful completion of their trial period will not be allowed to post into any other positions except where such positions have a higher rate of pay.

- (b) If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this Agreement, the parties shall negotiate wage rates, conditions, etc. for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to Arbitration.
- (c) Wherever there is a significant change in job content or working conditions, the parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure, to a final conclusion.
- (d) Where a vacancy occurs for a Driver's route, another Driver or Relief Driver may apply for a lateral transfer for the vacant route based on seniority. Only one such lateral transfer shall be allowed for each route that becomes available. The Driver who successfully transfers to a vacant route may not laterally transfer to another route for one (1) year.

Should a Relief Driver be successful in posting for a vacant route, it is understood that his classification shall then become that of Driver and his rate of pay will be adjusted accordingly.

During the life of this Agreement there shall be a minimum of four (4) relief drivers, a posting for Relief Driver will be available first to Drivers, by seniority, then if unfilled, to JRDs. If still unfilled then anyone may apply as per Article 13 (a). A posting for Driver will be available first to JRDs, by seniority (provided no Relief Driver applies). If unfilled, then anyone may apply as per Article 13 (a).

- (e) It is understood that Management retains the right to alter Drivers and routes as required.
- (f) In the event of an extended absence, other than vacation, (i.e. either actual or estimated to be more than eighty (80) hours) of a Driver, the Employer shall post for a temporary route, as per Article 13 (a).

Only JRDs may apply, by seniority. The successful JRD will then continue the route for the length of the posting, irrespective of his seniority among the other JRDs, and irrespective of any subsequent temporary postings. In the event no JRDs apply, then the JRD with the lowest seniority shall be placed on the route for the duration of the posting.

Any driving done by JRDs other than as specified above will be at Relief Driver rates of pay as per Appendix "A". The above excludes JRD Book Drivers. When not driving, JRDs will be paid according to the work they are performing.

- (g) Every six (6) months the Employer shall post for relief positions in each of these four (4) classifications, Maintenance, Magazine Tie-Line, Shipper/Receiver and Scan Setter. These employees will be utilized as temporary relief for employees off on sick leave, vacation or leave of absence. Only employees from General Warehouse, Shipper/Receiver, Scanner, Special Order Clerk, Magazine Tie-Line, Novel Tie-Line and Scan Setter classifications may post for one or all position(s). These postings are subject to Article 13 (a).

JRDs and Swampers will be eligible for such work provided they are not scheduled for any driving or swamping during the week the work is available.

In all cases JRDs will be entitled to any driving that subsequently becomes available.

- (h) For the classifications below applicants must have the qualifications required in the job postings in order to be placed in such job. The most senior

applicant having these qualifications shall be allowed a period of trial, up to forty-five (45) working days, and if found unsatisfactory shall be returned to their former position without loss of seniority. The qualifications required for these classifications will be made available to employees every six (6) months. The parties shall agree to any changes to these qualifications before being made available to the employees. The classifications are: Payroll, Accounts Payable, Distribution, Computer, Receptionist/Accounts Receivable.

- (i) Relief Positions for the Office classifications will be posted as stated above in Article 13 (h). The Company may from time to time post short term vacancies requiring minimum qualifications.

14. TECHNOLOGICAL CHANGE AND RETRAINING

- (a) The Employer shall give two (2) months notice to the employees of any technological changes.
- (b) The Employer will give the first opportunity to the employees then on the payroll through the Job Posting Procedure to receive training required by such technological changes.
- (c) Whenever there is a significant change in job content or working conditions, the Company will meet with the Union to discuss the appropriateness of a rate revision.

If agreement cannot be reached the matter may be processed through the Grievance procedure to a final conclusion.

15. SEVERANCE PAY

- (a) Employees with one (1) year or more of service, whose employment is terminated as a result of technological change, or of closure of the whole or any part of the operation or loss of business shall receive termination pay of one (1) week's pay for each year of service with the Employer to a maximum of ten (10) weeks, at the rate of pay the employee was receiving on the date of termination. The above shall not apply when an employee resigns, retires or is dismissed for just cause.
- (b) Severance pay will not be applicable in the event of layoff of an employee unless layoff without recall exceeds an employee's recall rights. An employee may accept severance pay in lieu of his recall rights thus terminating his employment.

16. PAY DAY AND PAY STATEMENTS, ETC.

Pay Period - Except as otherwise mutually agreed between the parties, all regular employees covered by this Agreement shall be paid not less frequently than on every other Friday all wages earned by such employee to a day not more than seven (7) days prior to the day of payment. The pay period shall commence each Monday at 12:01 A.M. The Company shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payment made to such employee. Such statement shall set forth:

- (a) The employee's earnings for the unit of time for which payment of wages is made.
- (b) The total overtime worked at time and one-half and double time and the applicable rate. For employees who wish to bank overtime, the amount banked will be summarized.
- (c) The amount of each deduction from the earnings of the employee as well as the purpose for which each deduction is made.

Pay statements shall be available to an employee by noon on Thursday of each pay week, except for weeks containing a general holiday in which pay statements shall be available by noon on Friday, unless for unforeseen circumstances where the pay statements are not received from the payroll service.

If, as and when an error occurs in an employee's pay cheque and the amount is in excess of four (4) hours of straight time pay, the employee shall, upon request, be issued a cheque on the day the Employer is notified an error has occurred. All cheques issued under this provision shall have the appropriate deduction taken off.

Whenever Canada Savings Bonds are issued for sale, the Employer shall make same available to the employees and shall make such deductions as necessary from the payroll of those desiring to purchase such bonds.

The Company will provide, upon request, a copy of the Social Fund Balance sheet for members of the Social Committee.

17. ANNUAL VACATIONS

- (a) No later than February 1st of each year, the Employer shall post a vacation list on the bulletin board indicating the vacation entitlement of each employee from May 1st of that year to April 30th of the following year. Entitlement will include earned sick days up to December 31st of the previous year. Each employee in order of seniority shall apply for his or her vacation on such list

at a time same is desired and such list must be completed by April 1st of that year. The vacation list shall not be altered after April 1st except by mutual consent of the Employer and employees concerned. Employees upon the Employer's request shall schedule their unscheduled vacation time after April 1st.

For the purpose of Article 17 only, the Departments will be as listed below.

Vacation periods will be granted on a seniority basis provided there are no more employees away on vacation at any one (1) time than the number specified below for each Department.

Bullpen	one	(1)
Magazine Tie-Line	four	(4)
Novels	three	(3)
Novel Tie-Line	one	(1)
Scanners	two	(2)
Receiving	one	(1)
General Warehouse	eight	(8)
Accounts Receivable/Receptionist	one	(1)
Accounts Payable	two	(2)
Payroll	one	(1)
Distribution	one	(1)
Computer	one	(1)
Drivers	five	(5)
Relief Drivers	one	(1)
JRDs	two	(2)
Book Drivers & Book JRD	one	(1)
Scansetter	one	(1)
Drivers, Relief Driver, JRD Van. Island	one	(1)
In-store Merchandiser	two	(2)
In-store Merchandiser Van. Island	two	(2)

Should there be a significant increase in the number of employees in any of these Departments, Management and the Union will discuss an increase to the above numbers.

- (b) All employees covered by this Agreement shall be entitled to vacations with pay on the following basis:
- (1) The anniversary date for the purpose of vacation pay calculation shall be May 1st of each year.
 - (2) Employees with less than one (1) year's service with the Employer as of May 1st of each year shall be entitled to a vacation of one (1) day

for each full month worked up to May 1st with vacation pay of four percent (**4%**) of the gross earnings to May 1st (maximum of ten (10) days).

- (3) Every employee who completes one (1) year of continuous service with the Employer as of May 1st in any one (1) year shall be entitled to a vacation period of two (2) weeks during that year with vacation pay of four percent (**4%**) of the gross earnings earned for the year ending May 1st, or two (2) weeks pay, whichever is the greater.
- (4) Every employee who completes two (2) years of continuous service with the Employer as of May in any one (1) year shall be entitled to a vacation period of three (3) weeks during that year, with vacation pay of six percent (6%) of the gross wages earned for the year ending May 1st, or three (3) weeks pay, whichever is the greater.
- (5) Every employee who completes seven (7) years of continuous service with the Employer as of May 1st in any one (1) year shall be entitled to four (**4**) weeks vacation during that year, with vacation pay of eight percent (8%) of the gross wages earned for the year ending May 1st, or four (**4**) weeks pay, whichever is the greater.
- (6) Every employee who completes fourteen (**14**) years of continuous service with the Employer as of May 1st in any one (1) year shall be entitled to five (5) weeks vacation during that year, with vacation pay of ten percent (10%) of the gross wages earned for the year ending May 1st, or five (5) weeks pay, whichever is the greater.
- (7) Every employee who has completed fifteen (15) years of continuous service with the Employer shall receive one (1) extra day's vacation, with pay, per year, starting at sixteen (16) years service, up to a maximum of five (5) extra days with pay. This would mean that employees who have completed nineteen (**19**) years or more of continuous service with the Employer as of May 1st in any one (1) year would receive six (6) weeks vacation during that year with vacation pay of twelve percent (12%) of gross wages earned for the year ending May 1st or six (6) weeks pay, whichever is the greater.
- (8) When an employee has been paid a minimum of fifteen hundred (1500) hours running from May 1st to May 1st, he shall be eligible for vacations with pay as above set forth. If less than fifteen hundred (1500) hours have been paid, the employee shall be entitled to vacations as above set forth, however, only the applicable percentage shall apply. All hours paid under the following circumstances shall accumulate and be credited towards vacation entitlement:

- (i) regular hours worked and paid;
 - (ii) overtime hours worked and paid;
 - (iii) vacation hours paid;
 - (iv) sick time hours paid;
 - (v) Workers' Compensation hours as submitted to the Board upon claim to a maximum of eight (8) weeks and all hours worked under the terms of a Graduated Return or work hardening program;
 - (vi) hours paid under the Bereavement or Jury Duty leaves.
- (9) In the event that an employee leaves the employ of the Employer in the first year of employment prior to taking vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- (10) In the event of an employee leaving the employ of the Employer after he had his vacation he earned for the previous year, and has not worked over fifteen hundred (1500) hours, he shall only receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%) as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.
- (c) For the purpose of scheduling vacations, those employees receiving more than two (2) weeks vacation will be restricted to scheduling no more than two (2) weeks vacation between May 15th and September 15th.
- One employee at a time from each of the following areas: Novels, Warehouse, Office and Drivers may request, in writing, to schedule additional vacation as required between May 15th and September 15th which will be granted on a first come, first serve basis for reasons of travel outside of Canada and continental U.S.A. Requests must be submitted directly to the Book Manager, Warehouse Manager, Vice-President of Finance, or Fleet Manager depending upon the employee's classification. Such requests will be honoured after April 7th as per Article 17 (a).
- In all cases the number of employees on vacation is not to exceed the limit set in Article 17 (a).
- (d) Vacations must be taken using at least one (1) full week at a time, or by mutual consent of Management. Single day vacation requests that become affected by a change in an employee's work schedule may be altered by mutual consent of the employee and management and if such change occurs it will be without penalty to the Company.

- (e) Prior to an employee going on his vacation for the first time in a calendar year, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his vacation pay, how the vacation pay was calculated (i.e. on a percentage basis or weekly wages) and shall be based on earnings shown on employee's pay stubs. If an employee would receive more vacation pay based on the percentage calculation, the Employer shall pay such difference on or before June 15th of each year, including the methods of calculation, percentage and weekly wages. The percentage calculation will be computed based on the employees' applicable percentage (four percent (**4%**), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%)) of gross wages earned by the employee during the twelve (12) month period preceding May 1st in the year for which the vacation is given.
- (f) Junior Relief Drivers in order of seniority will schedule their holidays as part of the fleet.
- (g) Employees who have been paid less than fifteen hundred (1500) hours running from May 1st and have not earned vacation pay to cover their entire vacation entitlement, may request a portion of their vacation pay be paid-out and forego their vacation entitlement. Such pay-out will occur in the year of entitlement upon request. However such employees must still take at least forty (40) hours paid vacation if they have earned it under Article 17 (b). If not they may take a pay-out for the entire amount.
- (h) Those employees hired as Relief Employees in the period between January 1st, 1990 to August 21st, 1999 whose seniority date was attained after completing 1200 hours of work shall for vacation entitlement purposes only, have their years of service calculated from their original date of hire.

18. GENERAL HOLIDAYS

- (a) Pay for holidays when not worked shall be as follows:
 - (i) Employees shall be paid for time not worked at the regular rate of pay on New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day declared by the Provincial or Federal Governments.
 - (ii) Where an employee has not earned wages for at least sixty (60) hours during the thirty (30) calendar days immediately preceding the General Holiday, he will not be entitled to such holiday.

- (b) If during the life of this Agreement the Federal or Provincial Governments declare or proclaim any other day than those listed herein as a Holiday, then employees shall receive such day off with pay as set out herein in (a) above.
- (c) Employees who are required to work a shift which commences at any time during the General Holiday, (or their day off in lieu of such General Holiday), or a shift which carries over into a General Holiday for at least two (2) hours, shall in addition to their regular holiday pay receive double (2X) their hourly rate for all hours worked during that shift. For employees not qualifying for a General Holiday, time and one-half (1½) shall be paid instead of double time (2X).
- (d) It is agreed that the General Holidays shall take place on the day and date designated as a Holiday by the Federal or Provincial Government. Should a General Holiday fall on an employee's weekly days off, then such holidays will be observed on the first working day following by all employees except those working a 10 hour shift. For those employees working a 10 hour shift such day shall be either the employee's last work day in the preceding week or his first work day following the General Holiday. The Employer shall post what day(s) shall be observed a minimum of one (1) month in advance of the General Holiday.
- (e) An employee shall be paid for each General Holiday even if it falls on his Annual Vacation, Jury Duty, Bereavement Leave, Compensation, Sick Leave. The employee may request a day off with pay. Employees who choose to take the day off must notify the Employer, in writing, a minimum of two (2) weeks prior to the requested day off. The Employer shall respond to such request in the order received within forty-eight (48) hours excluding Saturday, Sunday and General Holidays. Two (2) employees may be away from the staff of each of the following areas, warehouse, office and drivers, however, such a number is not to conflict with the provisions set out in Article 17 (a).
- (f) In the case of absence due to injury or illness on a General Holiday where the employee is receiving payment of either Compensation Board payments or Weekly Indemnity payments under the appropriate Welfare Plan provision, then the Employer shall pay the difference between the regular gross earnings of such employee and what he is receiving from the other source for such General Holiday.
- (g) To qualify for the above holidays, the employee must have been on the Employer's payroll not less than thirty (30) calendar days and also must have worked his full working day before the Holiday and shall work his full working day after the Holiday. Employees will be paid for the General Holiday at the rate of pay received for working the day prior or after a General Holiday

whichever is greater.

Exceptions to not working the day before or the day after the holiday shall be:

- (1) Verified illness (verification to be within ten (10) working days), quarantine or accident;
 - (2) Death in the immediate family;
 - (3) Jury Duty;
 - (4) Annual Vacation;
 - (5) Authorized Leave of Absence.
- (h) Each year of the Agreement, all employees shall be entitled to and receive an additional General Holiday on their birthday, with pay or pay-out in lieu of said holiday. Such pay-out to occur on the last pay period of the year commencing in 1994.

Employees who wish to take a pay-out in lieu of said holiday may do so by notifying Management, in writing, by November 1st of each year. If an employee's birthday falls on Saturday or Sunday, and those days are regular days of rest, the employee may take the previous Friday or the following Monday off as the holiday with the consent of the Employer.

19. SEPARATION OF EMPLOYMENT

- (a) If an employee is discharged he shall be paid in full for all monies owing him on the date of his discharge, except where elsewhere herein provided.

Upon quitting, the Company shall pay all money due to the employee within seven (7) days of the employee's last working day.

- (b) The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminates.

20. SENIORITY

- (a) There shall be a Seniority List setting out the name and date of employment of all employees. Such list must be kept current, and a copy must be supplied to the Union every six (6) months, and one (1) copy posted on the Bulletin Board.

Vancouver Island and Sunshine Coast employees will be included on the seniority list at the Richmond location, but will be dealt with separately for the purposes of lay off and recall.

- (b) Seniority shall be length of continuous service with the Company. Employment elsewhere with the Employer shall be credited only for calculation of vacation entitlement and pay.

A probationary period of five hundred and twenty-eight (528) hours actually worked (including overtime) shall apply in the case of new employees before seniority commences, and such employees may be laid off, terminated or discharged by the Employer, if it has just caused to do so. Employees laid off shall not be required to work another full probationary period.

After completion of the probationary period, regular full-time employees shall be entitled to the rank of seniority as of the date the employee commenced work.

- (c) Layoff and recall shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled, except that for the following classifications, Payroll, Accounts Payable, Distributions, Computer, Receptionist/Accounts Receivable, the employees who remain must have the qualifications required to perform such work.

If there is a dispute as to whether or not the employees have demonstrated the ability and knowledge they shall be allowed a period of familiarization, not to exceed forty (40) hours to determine such ability and knowledge.

- (d) Seniority shall be lost if an employee:
- (i) Voluntarily leaves the employ of the Employer; or
 - (ii) Is discharged for cause; or
 - (iii) After a layoff, fails to report for work for five (5) working days after being recalled by telephone with a Shop Steward present or by registered letter;
 - (iv) If absent without leave for two (2) working days without legitimate reason; or
 - (v) Is on continuous layoff for eight (8) months.
- (e) Employees, other than those in Article 5, who restrict their hours of work, must do so in writing, their names will then be placed at the bottom of the seniority list, ranked by date of hire. For the purpose of scheduling it is understood that unrestricted employees will be given priority over restricted employees for all hours of work.

An employee who requests to unrestrict their hours of work, must do so in writing, and shall receive seniority as of that date. It is understood that these employee's shall have their date of hire recognized for the purpose of determining vacation, benefit and pension entitlement under the Collective

Agreement.

21. DAYS AND HOURS OF WORK AND OVERTIME

- (a) Each employee shall be guaranteed eight (8) hours work each day, from Monday to Friday, by seniority, provided he commences work at the start of his shift, with a half (1/2) hour off for lunch, except as stated in 21(b).
- (b) The Employer may schedule a limited number of employees in the Warehouse and Novel Departments by reverse seniority for shifts of less than eight (8) hours duration, however, these employees will be guaranteed a minimum of four (4) hours work each day in any case. The number of scheduled shifts of less than eight (8) or more hours will not exceed twenty (20) shifts per week total. All shifts of eight (8) or more hours will be assigned by seniority and in accordance with any other applicable article or letter of understanding within the collective agreement. When an employee is scheduled for less than (8) hours in a day, the shift cannot be extended or reduced unless by consent of the employee. Lunch and rest periods will be as stated in Article 22.
- (c) Any time worked in excess of eight (8) hours per day Monday to Friday shall be paid at time and one-half (1½) for the first two (2) hours and double time (2X) thereafter.
- (d) Saturday work shall be paid for at the rate of time and one-half (1½) for the first four (4) hours, then double the regular rate of pay; triple time shall be paid for all Sunday work. To be eligible for these rates, the employee must have been paid forty (40) hours the previous week. Employees who have not been paid for forty (40) hours can be forced to work, as per paragraph (j) below, but at the above rates of pay.

However, employees who have not been scheduled for forty (40) hours Monday to Friday, as per Article 21 (a), may request to work Saturday and/or Sunday in order to achieve a total of forty (40) hours work that week. Should such work be available it is understood that it will be work that is additional to that currently being performed Monday to Friday. Such preference will be indicated via a notice posted every three (3) months; January 1st, April 1st, July 1st, and October 1st.

For these employees only, such work will be paid with the following premiums above the normal rate of pay for the work performed:

Saturday - fifty cents (50¢) per hour

Sunday - seventy-five cents (75¢) per hour

Any employee called to work on Saturday or Sunday will be guaranteed four

(4) hours work.

- (e) Any employee who has completed his shift and left the premises and is recalled out to work shall be paid a minimum of four **(4)** hours at time and one-half.
- (f) When an employee meets with an accident, provided he has started his day, he shall be paid his full day's wages for the day of the accident.
- (g) Any shift which commences from 5:00 a.m. but not later than 10:00 a.m., shall be considered a day shift. A shift commencing after 10:00 a.m., but not later than 6:00 p.m., shall be considered a "second" shift. Any shift commencing after 6:00 p.m. and prior to 5:00 a.m. should be considered a "third" shift.

If a second shift is employed, the hours of work shall be eight (8) hours per shift with a designated thirty (30) minute lunch period on Employer time, and a fifty cent (50¢) premium will be paid for each hour paid for on the second shift effective upon the date of ratification.

If a third shift is employed, the hours of work shall be eight (8) hours per shift with a designated thirty (30) minute lunch period on Employer time, and a seventy-five cent (75¢) premium will be paid for each hour paid for on the third shift.

Any shift differentials shall be included in overtime calculations.

- (h) The Employer shall give to each employee whose shift is to be changed a minimum of twenty-four **(24)** hours advance notice prior to such shift change becoming applicable or eight (8) hours pay in lieu thereof. Employees will not be obliged to work more than two (2) different shifts per week. However, if work is available on a third shift and an employee has already worked to (2) different shifts they may volunteer to work such shift without penalty to the Company.
- (i) Over all bargaining unit seniority, excluding all Office classifications, Drivers and Relief Drivers, will determine the shift to be worked in the Warehouse and Novel Department. This is intended to mean that the senior employees performing Warehouse and Novel Department jobs shall have the right to fill all jobs required to be performed on the day shift except where the requirements under Article 21 **(1)** would not be met or when it is necessary to call in employees for sickness relief.

When off-shifts are in operation, employees may volunteer to remain on such off shifts by way of a posting. Off shifts will be posted every four (4) months

with the following start dates: January 1, May 1, and September 1.

- (j) Overtime that is continuous to the regular shift will be available first to those employees who have performed the work for at least four (4) hours prior to the end of the regular shift, by seniority, in the numbers required.

Overtime that occurs on an employee's day off will be available first to those employees who have performed the work for at least 50% of the prior week's regular shift, by seniority, in the numbers required. It will be available second to those employees, by seniority, who have worked for at least 50% of the prior week's regular shift in the department in which the overtime is posted i.e. Novels, Warehouse, Drivers (including JRD's) and Office. For purposes of this clause only, work performed on magazine tie-set will qualify for magazine tie-line overtime and vice versa.

Employees other than those as set out above may apply for any overtime by notifying the appropriate Supervisor. Such overtime shall be granted, if available, provided the employee has the ability and knowledge to do the work. The Employer shall post a notification of jobs in the warehouse which would require an employee to have specialized training to be eligible for overtime. Those employees requesting such training shall be provided training by seniority.

Employees may, for a legitimate reason, refuse to work overtime. However, if an insufficient number of employees agree to work such overtime then the following shall apply.

For overtime that is continuous to the regular shift, the junior employee who has performed the work for at least four (4) hours prior to the end of the regular shift may be obliged to work. In the event that additional employees are required, then the junior employees from the following departments in which the overtime was posted shall be obliged to work; Novels, Warehouse, Drivers (including JRDs) and office, provided they have the ability and knowledge to do the work.

For overtime scheduled on an employee's day off, the junior employee who has performed the work for at least 50% of the prior week's regular shift may be obliged to work. In the event additional employees are required for overtime, then the junior employees from the following departments in which the overtime was posted shall be obliged to work: Novels, Warehouse, Drivers (including JRDs) and office, provided they have the ability and knowledge to do the work. The above circumstances only apply to those employees at work the day the overtime posting expires.

Employees who are obliged to work overtime, as set out above, will be given preference where such overtime pays a classification differential, by seniority within the classification.

The Employer must post a notice of overtime four (4) hours prior to the end of a given shift or all employees may refuse to work such overtime. However, no Warehouse or Novel department employee shall be required to work more than four (4) hours of overtime during their regularly scheduled work week; except during weeks where there is a General Holiday or there is an unforeseen plant closure. Employees who are obliged to work overtime shall be given a minimum of one (1) hour's notice prior to overtime commencing or employees may refuse to work such overtime.

Employees who fail to report for work on Saturdays or Sundays as set out above may be required to provide verification of illness, i.e. a doctor's note.

- (k) It is agreed that the Country Driver will receive pay on the basis of a forty (40) hour week and that all hours exceeding forty (40) up to forty-five (45) hours will be at the rate of time and one-half (1 ½) his regular hourly work rate. All hours in excess of forty-five (45) in any week will be paid at double time. It is also agreed that all expenses for meals and lodgings will be fully paid by the Employer while such driver is on Employer business.
- (l) Every employee should have a minimum of ten (10) hours rest between the end of one shift and the commencement of another. No employee shall be permitted to resume work on his own accord until ten (10) full hours elapsed, except that any employee working eight (8) hour shifts only, whose hours of work per week would be reduced due to the enforcement of this clause may voluntarily agree to a minimum of eight (8) hours rest between shifts with no penalty to the company. In the event that any employee is recalled to work before a period of ten (10) full hours' elapses, excluding the above noted exception, he shall be paid at overtime rates of double time (2x) for the entire shift that he is called in to work. The above paragraph, however, excludes the country driver.
- (m) The position of Swamper will be posted every six (6) months. Only employees from the General Warehouse, Shipper/Receiver, Scanner, Special Order Clerk, Magazine Tie-Line may post for this position. A premium of 50¢ cents per hour will be paid for all regular and overtime hours worked while swamping and the shift will be for four (4) ten (10) hour days per week, as per Appendix "B".
- (n) Employees in the Return Department will be rotated amongst the various positions as mutually agreed between the crew and supervisor.

- (o) In order to be available if needed to drive, a maximum of two (2) senior displaced Drivers or JRDs can be scheduled to work in the warehouse on day shift, regardless of their overall seniority, provide that employees that have been scheduled cannot be bumped. The above is not meant to restrict the ability of Drivers to bump into the warehouse when there is no driving available.

22. LUNCH AND REST PERIODS

- (a) No employee shall be worked longer than four and one-half (4½) hours without an uninterrupted half (½) hour off during the regular daily shift, exclusive of rest breaks.
- (b) Employees on eight (8) hours shifts shall receive an uninterrupted fifteen (15) minute break in each half of their daily shift. Employees on ten (10) hour shifts shall receive an additional ten (10) minute break. The time for such breaks to be determined by Management. However, such breaks shall not be scheduled earlier than one and one half (1 ½) hours from the commencement of each half of an employee's work shift. Employees scheduled to work less than an eight (8) hour shift shall receive their breaks as follows:

Hours Scheduled	½ hour lunch	Rest period
4.0	0	1 - 15 min
5.0	0	1 - 20 min
6.0	1	1 - 15 min
7.0	1	2 - 15 min

- (c) If overtime that is continuous to the regular shift is worked, then each employee shall receive a paid fifteen (15) minute break, prior to such overtime commencing, with additional paid fifteen (15) minute breaks after every two (2) hours worked.
- (d) When employees work two (2) hours overtime continuous to their regular shift, the employee shall receive a meal allowance of \$6.50. If the overtime is for more than three (3) hours, those employees working may forfeit this allowance in favour of arranging for food to be brought in. Such employees will indicate their choice on the overtime posting.

23. COMPENSATION COVERAGE

When an employee goes on Compensation, he shall, when the Compensation Board signifies that he may go to work, be returned to the payroll at his previous job

and applicable rate of pay.

24. SAVINGS CLAUSE

- (a) If any Article or Section of the Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.
- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 12 herein.

25. INSPECTION PRIVILEGES

An authorized Agent of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. All inspections are to be precleared with the Company and shall not disrupt normal work.

26. SANITARY FACILITIES, ETC.

The Company agrees to maintain at its place of business adequate clean, sanitary toilet facilities, lunchrooms and washrooms having hot and cold running water with proper ventilation. It shall be the responsibility of the employees to use all facilities carefully, considerately, without unnecessary damage and dirtiness.

The Company shall provide first aid-provisions in accordance with the Workers' Compensation Act.

27. SAFETY AND HEALTH

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid Kits, including a proper First-Aid Kit in each vehicle

- (b) In the event of an employee becoming ill during his shift, the employee shall report, where possible, immediately to the Warehouse Supervisor's Office and contact a First-Aid Attendant. If the employee wishes to go home or to a doctor permission to do so will be granted.
- (c) There shall be employees designated as First-Aid Attendants who possess a valid Industrial First-Aid Certificate. These employees shall be paid a one dollar and fifty cent (\$1.50) per hour premium for all hours worked.

The First Aid attendants will be required to take a one (1) day skills update course offered by the local First-Aid Schools once per calendar year. The Employer will pay for the cost of this course to a maximum of fifty dollars (\$50.00) per course and reimburse the employee for one day's pay at the regular rate.

- (d) Employees will not be expected to operate with unsafe equipment or in unsafe working conditions. Employees must report immediately to their Supervisor any unsafe equipment. Employees who operate forklifts and pallet jacks will be provided with an orientation session on basic operation and safety rules. Only employees who have been given this orientation will be authorized to operate forklifts and pallet jacks.
- (e) A joint Safety Committee will be established composed of two (2) members from Management and two (2) members from the bargaining unit. The rules and regulations governing this Committee shall be in accordance with the Workers' Compensation Board requirements. The joint Safety Committee shall meet a minimum of once per month. A list of the Safety Committee members will be posted on the appropriate Notice Board and will be updated as the need arises. Employees will be compensated for all time spent during Safety Committee meetings and plant inspections if such time is other than a member's working time.

28. TRUCK MAINTENANCE AND SAFETY

- (a) The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of the Employer.
- (b) The Employer shall not require employees to operate any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
- (c) No drivers shall be required to service trucks or equipment. However, drivers are required to keep trucks clean inside. Drivers are required to check and

maintain coolant, engine oil levels and flares each day. Enough copies of the repair request form will be available so that the employee may keep a copy. The employee shall be given a copy of a form indicating that the defect has been repaired.

- (d) A form shall be supplied for the driver on which to report defects in equipment with sufficient copies so that the driver may retain a copy. Any defects shall be rectified as quickly as possible.
- (e) The Employer shall not require any employee to operate a vehicle in a manner which contravenes any Statutes, Regulations or By-Laws.
- (f) If a Driver is charged for a violation of traffic laws while working and is found not guilty in Court, the Employer shall pay that employee's legal fees and loss of wages. The employee is to notify Management in advance of the name of the legal counsel.

29. BONDING

If the Employer requires any employee to be bonded, the Employer shall request the employee to fill in a bonding form that is sanctioned by the Union. The cost of such bonding shall be paid for by the Employer.

30. MANAGEMENT

- (a) The Union recognizes the right of the Employer to operate and manage his business in all respects in accordance with his commitments and responsibilities and that the locations of operations, schedules, processes, methods, and means of dealing with products, materials, customers, and equipment are solely the responsibility of the Employer.
- (b) The Management and the operation of and the direction of the working forces, including, but not limited to, hire, transfer and promotion within the terms of this Agreement, discipline and discharge for proper and just cause; relief of employees from duties because of lack of work and enforcement of reasonable rules and regulations is vested exclusively in the management. Any claim of violation of this Agreement shall be subject to the Grievance Procedures, by either party.
- (c) The Shop Steward and the Union will be supplied with a copy of all correspondence and will be cleared on a running twelve (12) month basis from the employee's record. These above steps are subject to Grievance Procedures.
- (d) If a warning slip is issued for absenteeism, the employee concerned shall

receive a copy of his/her attendance record.

- (e) The right and responsibility of the Employer to determine, establish and maintain reasonable standards of production and standards of quality is fully recognized.

31. ARTICLE HEADINGS

The Article Headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

32. TRANSPORTATION

- (a) No employee shall use his car on Employer business unless compensated.
- (b) No driver shall permit anyone except the employees of the Company who are on duty or other commercial drivers broken down on the highway to ride on his truck, except with the written authorization of the Company.

33. MEDICAL EXAMINATION

- (a) Any medical examination requested by the Employer shall be complied with, provided however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee re-examined at the Union's expense.

When a medical examination is required by the Employer, the following condition shall apply:

If an employee takes a medical examination, he shall be paid for the time involved at his regular rate of pay.

- (b) If, following an Employer requested medical examination, any employee is deemed to be medically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:
 - (i) The Employer shall notify the Union of the Medical findings in respect to the employee. Should the Union or the employee disagree with the said findings, the employee at his own expense shall have the right to be examined by his personal physician within 14 days.
 - (ii) Where there is no agreement between the Employer appointed physician on the condition of the employee, the two (2) physicians

shall select a medical consultant to examine the employee with respect to the dispute.

- (iii) The findings of the consultant shall be final and binding upon all parties.
 - (iv) The remuneration of the consultant shall be borne equally by the Employer and the Union.
 - (v) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.
- (c) Where any employee drives a motor vehicle in the course of his employment is required to take a medical examination to verify his right to drive such motor vehicle or to obtain an Air Ticket, the Employer shall, where same is not paid for by any part of the Welfare Plan, pay for such medical examination.
- (d) The cost of any medical notes or letters required by the Employer or Insurance Carrier to verify an employee's injury or illness to qualify them for benefits shall, if requested, be advanced by the Employer. The employee shall reimburse employer by endorsement of cheque upon approval of claim. Should the claim not be approved, the employee shall immediately reimburse the employer for the monies advanced. This clause would not apply to medical notes required by the Employer for alleged abuse of sick leave provisions.

34. CLASSIFICATIONS AND WAGE RATES, ETC.

- (a) The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.
- (b) Time shall be computed from the time the employee commences his day's work until his shift is finalized.
- (c) If an employee is required, by Workers' Compensation, to take time off during working hours in regard to a compensable injury and for some reason Workers' Compensation will not pay him, he will be paid for such time off in a manner that will ensure him a minimum of eight (8) hours pay for that day.
- (d) When an employee meets with an accident at work, and requires medical attention, he shall be paid a full day's wages for the day of the accident.

- (e) When an employee is temporarily removed from his regular work he shall be paid his regular rate of pay or the rate of the other work, whichever is the greater, for all time employed on such work and no employee's rate may be reduced below his regular rate.
- (f) Every six (6) months the Employer shall make available to General Warehouse classified employees and those employees who have not worked in their classified Department for one (1) or more days in the previous month a Job Preference List, as per Article 13 (a).

These employees may indicate on this list one (1) Department that they would prefer to work in and one (1) that they would not.

These Departments are: Novels, Bullpen, Magazine Tie-Line, Scanners, Scan-Set, and Novel Tie-Line.

The Employer will, wherever possible, assign this work by seniority in the numbers required for each Department for full shifts only. Where necessary training shall be provided.

35. GENDER

Wherever the use of the male gender is used herein, it shall also apply to the female gender.

36. TOOLS

All tools and equipment required by employees to properly perform the functions of their job shall be furnished by the Employer and shall be its property at all times, i.e. hand trucks, wire cutters and calculators and shall be supplied at no cost to the employee. Should this equipment be lost the employee must replace at his or her cost.

37. LOSS OF BENEFITS

No employee who, prior to the date of this Agreement, was receiving more than the rate of wages as in Appendix "A", shall suffer a reduction of wages, because of the adoption of this Agreement.

38. HEALTH AND WELFARE PLAN

- (a) It is the responsibility of the Employer to ensure that all employees are enrolled properly in the Health and Welfare Plan and for making premium remittances on their behalf.

The full cost of the Health and Welfare Plan shall be borne 100% by the Employer.

Eligibility

A full time employee becomes eligible for benefits on the first of the month following completion of his probationary period. Benefits are classified as the total Health and Welfare Plan enumerated below (1) through (8). The following process will be used to determine when an employee is "full time" for the purpose of determining benefits eligibility; an employee having completed their probationary period as defined under Article 20(b) will be considered full time if they have been paid an average of thirty (30) or more hours per week over the preceding twelve (12) weeks. Should they qualify, they would then receive benefits for a minimum of three (3) months regardless of hours paid during that period. If an employee fails to meet the eligibility as set forth above, they would be re-evaluated on the 15th day of each month and if they have been paid an average of thirty (30) or more hours in the preceding twelve (12) weeks, they would then be eligible for benefits on the first (1st) of the following month, for a minimum of three (3) months regardless of hours paid during that period.

The Plan shall contain the following:

- | | | |
|-----|--|---|
| (1) | Life Insurance | 2 times earnings to a maximum of \$150,000. |
| (2) | Accidental Death and Dismemberment (Basic) | 2 times earnings to a maximum of \$150,000. |
| (3) | Accidental Death and Dismemberment (Voluntary) | Employee/Family coverage as described in the enclosed Manual. Total cost of this voluntary coverage is borne by the employee. |
| (4) | Weekly Indemnity | 66 2/3% of weekly earnings to the E.I. maximum, 1 st day accident, 4 th day of sickness; payable for 16 weeks. |
| (5) | Long Term Disability | 60% of earnings to maximum monthly benefit of \$2,500.
Full offsets
90 day elimination period
Own occupation for 24 months, any occupation thereafter (disability definition). |

- (6) Extended Health Care 100% reimbursement
 No individual/family deductible.
 Hearingaid coverage- \$300.00 every five years. Coverage for oral contraceptives.
 Vision Care (glasses and contact lenses)
 - Adult \$200 maximum every 24 months
 - Child \$200 maximum every 12 months
 - one eye examination every twenty-four (24) months
- (7) Dental Basic Services- 100%
 Major Restorative- 50%
 Orthodontia - 50% (lifetime maximum \$1,000)
- (8) B.C. Medical Services Plan

(b) Benefits cease when:

An employee terminates his employment, is laid off or is off work due to injury or sickness as detailed below:

- (i) Any employee laid off who was covered under the Health and Welfare Plan will have the Health and Welfare benefits carried through to the end of the month following the month in which the layoff occurs, excluding dental coverage which terminates on the employee's last working day.

Any employee being recalled from layoff and who was covered under the Health and Welfare Plan prior to layoff and has not been laid off for more than eight (8) months will be covered starting the 1st day of the month following reinstatement.

- (ii) Employees off work and collecting Health and Welfare or Workers' Compensation benefits shall have their portions of the Health and Welfare premiums paid by the Employer for up to and including a twenty-four (24) consecutive month period. All coverage under the Health and Welfare Plan will cease after the twenty-four (24) month period.

(c) Sick Days will be earned as follows:

Employees who work a minimum of one (1) full shift in a month will earn four

(4) hours per month, to a total of forty-eight (48) per year except Employees on ten (10) hour shifts will earn five (5) hours per month, to a total of fifty (50) per year.

Employees who have no regular shift will earn a maximum of 48 hours per year but may take up to a maximum of fifty (50) hours sick leave per year provided they are scheduled for ten (10) hours when sick. Unused sick hours will however only total forty-eighty (48) hours.

Payroll will keep a running balance for all employees detailing sick hours earned and available. Employees, when *off* sick, will be paid up to a maximum of their current balance plus three (3) advanced sick days. An employee who, for any reason, leaves the employ of the Employer and has used sick days which have not been earned will have these deducted from his final cheque.

Such hours may only be taken as full days. Unused sick days will be paid out at the employee's regular rate of pay on the final pay period of the year in which the sick days were earned. Sick days taken after such pay-out but prior to the end of the calendar year will be deducted from the following year's available total. Employees who wish to have their unused sick days added to their following year's vacation will request such, in writing, to their supervisor by November 1st.

- (d) An employee returning from a Compensation or Weekly Indemnity Claim must furnish a medical certificate signifying fitness for regular duty. Employees will be reimbursed for any additional medical office cost for supplying such a certificate.
- (e) When the employee provides the Employer with the necessary claim forms, the Employer will agree to advance Weekly Indemnity, Long Term Disability and Workers' Compensation Board benefits to the employee on a bi-weekly basis, while the claim is being processed. The first such advance will be available on the next business day following receipt of said claim forms. The employee shall reimburse the Employer by endorsement of cheques when received. Should the claim not be approved, the employees shall immediately reimburse the Employer the monies advanced.
- (f) A booklet outlining the Health and Welfare Plan shall be provided to all employees upon eligibility.

39. PENSION PLAN

The Pension Plan which is presently in effect shall continue for the duration of this Agreement.

- (a) Eligibility one year Service. Upon being eligible, an employee may sign up March 31st, June 30th, September 30th, and December 3rd.
- (b) Contribution
 - 3.5% of C.P.P. pensionable earnings
 - 5.0% of Balance

NOTE: The Employer contributes an equal amount.

A booklet outlining the Plan is available upon eligibility.

There shall be four **(4)** employees elected by and from the bargaining unit on the Pension Committee. Elections to be held at the same time as the Shop Stewards elections.

40. RETROACTIVE PAY

The Employer agrees that the wage rates effective as of January 1st, 2005 shall be paid retroactively to each person on the seniority list on the date of ratification, from that date, for all hours paid subsequent to December 31st, 2004.

41. BANKING OF OVERTIME

- (a) All regular hourly paid employees may make arrangements with the Employer to bank accumulated overtime at straight time.

Any hourly paid employee who wishes to bank overtime will make a request in writing, and this decision will be binding until the employee withdraws this request in writing. An employee may choose to either opt onto or opt off the program only one (1) time in a calendar year. Employees may request, in writing, a pay-out at any time. Such pay-out will be applied to the next pay period and must be in minimum amounts of twenty (20) hours or eight (8) hours for employees who have been scheduled less than forty (40) hours in a week provided employees submit request to their supervisor in advance of payroll cutoff. If less than the minimum amount remains in the bank then the pay-out will be for the entire amount.

- (b) The employee may then request in writing overtime in time off. Notice must be given at least one (1) week in advance and will be honoured by a first come basis. Upon request by the employee, such time off will be taken at the Employer's discretion, consistent with the efficient operations of the business. The minimum unit of banked overtime to be utilized will be forty (40) hours in time off except in weeks where a General Holiday(s) occurs.

- (c) Overtime, which is banked, shall be credited in terms of all hours worked at overtime in the current pay period at the appropriate rate of hourly pay with a cumulative dollar total only. Time off or a pay-out shall be in hours and will be paid at the employee's current rate of pay. When an employee leaves the Employer, all banked time shall be paid in total.
- (d) The Employer will keep a record of all banked overtime.
- (e) Example of banked hours:
 1 hour at 1½ times - 1½ hours banked
 1 hour at double time - 2 hours banked.

42. JOINT CONSULTATION COMMITTEE

There shall be a Joint Consultation Committee made up of Management and Union employees as per Article 53, Section 3 of the Labour Relations Code of British Columbia. "On the request of either party, the parties shall meet at least once every two (2) months until this Agreement is terminated, for the purposes of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement."

43. COMMITTEE ELECTIONS

Elections for all bargaining unit members on the Pension Committee, Safety Committee and Social Committee shall be held at the same time as the Shop Steward elections.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) by its Officers duly authorized thereof, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

DATED at Vancouver, British Columbia, this day of , 2005.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

APPENDIX "A"

RATES PER HOUR

CLASSIFICATIONS	EFFECTIVE JAN 1/05	EFFECTIVE JAN 1/06	EFFECTIVE JAN 1/07
OFFICE			
- Payroll	\$20.30	\$20.71	\$21.12
- Accounts Payable	\$18.44	\$18.81	\$19.19
- Receptionist/Accounts Receivable	\$18.44	\$18.81	\$19.19
- Distribution	\$18.44	\$18.81	\$19.19
- Computer	\$18.44	\$18.81	\$19.19
WAREHOUSE			
- General Warehouse	\$18.44	\$18.81	\$19.19
- Scanner – Mags/Books	\$18.44	\$18.81	\$19.19
- Special Order Clerk	\$18.44	\$18.81	\$19.19
- Novel Tie Line	\$18.44	\$18.81	\$19.19
- Shipper/Receiver	\$19.05	\$19.43	\$19.82
- Magazine Tie Line	\$19.05	\$19.43	\$19.82
- Scan Setter	\$19.05	\$19.43	\$19.82
- Maintenance	\$21.26	\$21.69	\$22.12
NOVELS			
- General Novels	\$18.44	\$18.81	\$19.19
- Receiving>Returns	\$18.44	\$18.81	\$19.19
- Data Entry	\$18.44	\$18.81	\$19.19
- Order Picking	\$18.44	\$18.81	\$19.19
DRIVERS			
- Regular	\$21.26	\$21.69	\$22.12
- Relief	\$22.07	\$22.51	\$22.96
-Junior Relief	\$19.63	\$20.02	\$20.42

ADDITIONS TO ABOVE RATES			
- Return Lead	\$0.80/hour		
- Lead Hand	\$0.50/hour		

- B. The probation period for new employees shall be five hundred and twenty-eight (528) hours actually worked. The rate of pay for the probationary period shall be \$3.00 per hour less than the effective rates, except for In-Store Merchandisers.

- C. All employees in the bargaining unit receiving more than the above wage rates will have no alterations in their hourly rate.
- D. The Employer shall post for a minimum of four **(4)** employees for the position of Junior Relief Driver and for one (1) employee for the position of Junior Relief Driver Book Driver. Only employees from the General Warehouse, Shipper/Receiver, Scanner, Special Order Clerk, Magazine Tie-Line classifications may post for these positions. Junior Relief Drivers shall be dispatched on the basis of seniority, wherever possible, for any driving in excess of two (2) hours that cannot be done by a classified Driver or Relief Driver including any regularly scheduled route of 20 hours per week or less. The Junior Relief Book Drivers shall be dispatched as above for Book routes only. The rate of pay for these Junior Relief Drivers when doing relief work only will be as set out in Appendix "A". After one (1) year's service from the completion of his trial period, as set out in Article 13, Section (a), a Junior Relief Driver will receive the rate equal to a regular Driver when driving a "temporary route" as defined in Article 13, paragraph (f). All other driving will be at Relief Driver rates of pay. The above does not apply to the Junior Relief Book Driver who shall be paid a rate equal to a regular Driver for all driving.
- E. A lead hand shall be responsible to carry out the orders of the immediate supervisor. No lead hand shall exercise discipline over any other employee. Upon appointment of a new lead hand a posting shall be put up giving the name of the successful candidate.
- F. Candidates for the classification of maintenance must have strong mechanical skills and aptitude that reasonably relate to the job of operating and maintaining the bailer, and maintenance of various other equipments such as conveyors, rollers, etc.
- G. A signing bonus of five hundred dollars (\$500.00) will be paid within fourteen (14) days after the date of ratification to all employees on the seniority list on the date of ratification that have passed probation. (Above to be paid on a separate cheque)

APPENDIX "B"

LETTER OF INTENT

**BETWEEN: THE NEWS GROUP,
A DIVISION OF GREAT PACIFIC ENTERPRISES INC.**

AND: TEAMSTERS LOCAL UNION No. 213

RE: EMPLOYEES ON FOUR DAY TEN HOUR SHIFTS

The following conditions shall apply for employees scheduled on four day ten hour shifts.

1. The days of work will be for four (4) days consecutively Monday to Friday unless by mutual consent of the Employer and employee (i.e. Mon. Tues. -Thurs. Fri.).
2. Employees working on their normally scheduled day off shall be eligible for overtime at the rate of time and one-half (1½) for the first four (4) hours, then double (2X) the regular rate of pay, except Sundays that shall be at triple time (3X) subject to Article 21 (d).
3. Any time worked after ten hours shall be paid at time and one-half (1½) for the first hour and double time (2X) after that. Meal allowance shall apply after twelve (12) hours worked.
4. An employee qualifying for a General Holiday will be paid based on a ten (10) hour day.
5. Employees on ten (10) hour shifts shall be guaranteed ten (10) hours of work or pay.
6. It is recognized that a Relief Driver will be on a ten (10) hour shift when he is not used for driving; and that his rate of pay will remain at that of Relief Driver as per Appendix " A .
7. Swampers, displaced drivers and certain other employees may from time to time be on ten (10) hour shifts.

Driver Saturday work will be offered on a seniority basis, Book Drivers to be the exception.

LETTER OF UNDERSTANDING NO. 1

**BETWEEN: THE NEWS GROUP,
A DIVISION OF GREAT PACIFIC ENTERPRISES INC.**

AND: TEAMSTERS LOCAL UNION No. 213

RE: IN-STORE MERCHANDISER

There shall be a position of In-store merchandiser. These employees will be hired to perform merchandising work at customer locations, **excluding** delivery and pick-up of product. No In-store merchandiser will perform any work currently being done by drivers, including any future London Drug store openings.

Such employees will be expected to use their own vehicles and will be reimbursed at the rate of 40¢ per km (excluding travel to and from home) effective date of ratification.

Each employee will be scheduled for no less than four **(4)** hours per day, Monday to Sunday, with overtime paid for all hours worked above forty **(40)** at a rate of time and one-half (?%). Hours worked above forty-five (45) will be paid at a rate of double time (2x). In-Store merchandisers shall serve a probationary period as per Article 20, paragraph (b).

These employees shall not be eligible for the Health and Welfare Plan detailed in Article 38 and are **so** informed in writing. They may apply for any full-time postings and, if successful, they will carry over their seniority date. Their trial period will be forty-five (45) working days as per Article 13, paragraph (a).

These employees will be on a separate seniority list from those working "inside", i.e. at the premises of The News Group. Lay-off and recall will be by such separate seniority list except as noted below.

All employees hired prior to January 1993 shall be guaranteed forty (40) hours work from Monday to Sunday, except where there is a permanent reduction in the number of staff. In such an event those employees affected will be able to "bump" In-store merchandisers for whichever routes they request for as long as there is no work in their previous position. While they are performing such work, they will continue to accumulate seniority and will continue to receive Health and Welfare benefits as set out in Article 38, paragraph (a).

The time required to complete each route may vary. For each route that becomes available

LETTER OF UNDERSTANDING NO. 2

**BETWEEN: THE NEWS GROUP,
A DIVISION OF GREAT PACIFIC ENTERPRISES INC.**

AND: TEAMSTERS LOCAL UNION No. 213

RE: SUNDAY TO THURSDAY WORK SCHEDULE

The Employer may establish a Sunday to Thursday Work Schedule. This work will primarily be concerned with the receiving and break-up of product, tie-line set-up and computer operations.

This schedule will be posted every six months, starting upon ratification of the new Collective Agreement and will be available to all employees. Those who successfully post will be appropriately reclassified as either General Warehouse or Tie-Line. The Distribution and Shipper/Receiver schedule will only be available to those employees who already have these classifications.

Interim vacancies will be posted to those employees within the following classifications: General Warehouse, Tie-Line and, separately, Shipping/Receiving and Distribution in the numbers required.

If there are insufficient volunteers, then the staffing shall be done by inverse order of overall seniority within both the General Warehouse and Tie-Line classifications and, separately, the Distribution and Shipping Receiving classifications as required.

The Employer shall determine the hours of work for Sunday, but in all events the Sunday shift shall end no later than 8:00 P.M.

Employees who work Sunday shall receive a premium of \$3.20 per hour for all hours worked from Sunday through to the following Thursday.

This premium shall be in addition to any other shift premiums. It shall also be included in all calculations of overtime pay.

When the Sunday to Thursday Work Schedule is first implemented, and in the event of an employee switching to the Sunday to Thursday Work Schedule from the normal Monday to

Friday Work Schedule, the following calculation shall be used:

For the first Sunday they shall be paid overtime rates as per Article 21, Section (d). Starting on the Monday of this first week, the employee shall then receive the premium rate.

Any other work performed on Saturdays or Sundays other than as stipulated above shall be subject to the rates of pay as per Article 21(d).

Employees who have successfully posted into the Sunday to Thursday Work Schedule are exempt from being "bumped" for Sunday work only.

DATED at Vancouver, British Columbia, this day of , 2005.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING NO. 3

BETWEEN: THE NEWS GROUP,
A DIVISION OF GREAT PACIFIC ENTERPRISES INC.

AND: TEAMSTERS LOCAL UNION No. 213

RE: OFFICE VACANCIES

It is anticipated that entry into the office from the Warehouse and Novel Department will be via a relief posting for Accounts Receivable/Reception and Distribution. The Employer shall always have one (1) relief employee in each of the two (2) classifications as identified above if they meet the qualifications of the relief posting.

Once identified the relief employee will at the end of each relief period of one week or longer be given an evaluation which will identify their relative strength and deficiencies as compared to the job description for the classification they are relieving in. During these evaluations a discussion will take place about how to overcome the deficiencies both on and off the job. These discussions will be conducted in the presence of a Shop Steward.

A relief employee will be advised when the Employer believes they meet the qualifications to fill a full time vacancy for the classification they are relieving in.

Full time postings for vacancies in Accounts Receivable/Reception, Accounts Payable, Distribution and Computer will be available first to the most senior applicant from all office classifications subject to Article 13(a) and second to those employees identified as Relief in the classification where the vacancy occurs, provided the employer believes they meet the qualifications to fill a full time position. Any candidate must be fully qualified and competent to be considered for the Payroll Clerk position.

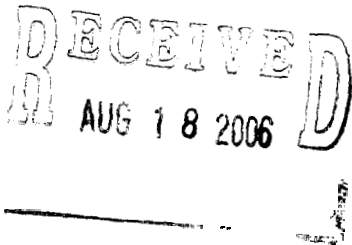
The job requirements for the relief position and for Accounts Receivable Clerk, Accounts Payable Clerk, Computer Operator, Distribution Clerk and Payroll Clerk are as appended.

DATED at Vancouver, British Columbia, this _____ day of _____, 2005.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

your **group**
benefits



The News Group Canada

**Hourly employees
located in British Columbia**

**Contract Number 50627 Part 5 and 25127 Part 5
Effective February 1, 2004**

Table of Contents

General Information.....1
About this booklet.....1
Eligibility.....1
Who qualifies as your dependent.....2
Enrolment.....3
When coverage begins.....3
Changes affecting your coverage.....4
Updating your records.....4
When coverage ends.....5
Replacement coverage.....6
Making claims.....6
Proof of disability.....6
Coordination of benefits.....6
Medical examination.....7
Recovering overpayments.....7
Definitions.....7

Extended Health Care (Medicare Supplement).....9
General description of the coverage.....9
Deductible.....9
Prescription drugs.....9
Hospital expenses in your province.....10
Expenses out of your province.....11
Medical services and equipment.....14
Paramedical services.....16
Contact lenses, eyeglasses or laser eye correction surgery.....17
When coverage ends.....17
Payments after coverage ends.....18
What is not covered.....18
When and how to make a claim.....19

Dental Care.....20
General description of the coverage.....20
Deductible.....21
Lifetime maximum.....21
Predetermination.....21

Preventive dental procedures.....	21
Basic dental procedures.....	23
Major dental procedures.....	24
Orthodontic procedures.....	24
When coverage ends.....	25
Payments after coverage ends.....	26
What is not covered.....	26
When and how to make a claim.....	27
Short-Term Disability (Weekly Indemnity).....	28
General description of the coverage.....	28
When disability payments begin.....	28
Interrupted periods of disability.....	29
What we will pay.....	29
Maternity / parental leave of absence.....	30
If you recover damages from another person.....	30
When payments end.....	31
When coverage ends.....	31
Payments after coverage ends.....	31
What is not covered.....	31
When and how to make a claim.....	32
Long-Term Disability.....	33
General description of the coverage.....	33
When disability payments begin.....	33
What we will pay.....	34
Maternity / parental leave of absence.....	35
Rehabilitation program.....	36
Interrupted periods of disability after payments begin.....	37
If you recover damages from another person.....	37
Your responsibilities.....	37
When payments end.....	38
When coverage ends.....	38
Payments after coverage ends.....	38
What is not covered.....	38
When and how to make a claim.....	39
Life Coverage.....	41
General description of the coverage.....	41
Basic Life coverage for you.....	41
Optional Life coverage for you.....	41

Optional Life coverage for your spouse	42
Who we will pay.....	43
Suicide.....	43
Coverage during total disability	43
Converting Life coverage.....	44
When and how to make a claim.....	45
Accidental Death and Dismemberment.....	46
General description of the coverage.....	46
Basic accidental coverage for you.....	46
Optional accidental coverage for you.....	47
Optional accidental coverage for your dependents.....	47
What we will pay	48
Limit on benefit amounts.....	49
Repatriation benefit.....	50
Rehabilitation program.....	50
Spouse occupational training benefit.....	50
Child education benefit.....	51
Family transportation benefit	51
Coverage during total disability	51
What is not covered.....	52
Converting coverage.....	52
When and how to make a claim.....	53

General Information

About this booklet

The information in this employee benefits booklet is important to you. It provides the information you need about the group benefits available through your employer's group contract with Sun Life Assurance Company of Canada (*SunLife*), a member of the Sun Life Financial group of companies.

Your group benefits may be modified after the effective date of this booklet. You will receive written notification of changes to your group plan. The notification will supplement your group benefits booklet and should be kept in a safe place together with this booklet.

If you have any questions about the information in this employee benefits booklet, or you need additional information about your group benefits, please contact your employer.

The contract holder, Trustees of The Jim Pattison Group Health & Welfare Plan, has the sole legal and financial liability for the following benefits:

- Extended Health Care
- Dental Care
- Short-Term Disability

Sun Life only acts as administrator on behalf of the contract holder for the above benefits. All other benefits are insured by Sun Life.

Eligibility

To be eligible for group benefits, you must be a resident of Canada and meet the following conditions:

- you are a permanent, full-time employee.

- you must be scheduled to work for your employer at least 30 hours a week.
- you have completed the waiting period.

The waiting period for your group plan ends on the last day of the month in which you have completed the probationary period as set out in the collective agreement between the employer and Teamsters Local 213.

We consider you to be actively working if you are performing all the usual and customary duties of your job with your employer for the scheduled number of hours for that day. This includes scheduled non-working days and any period of continuous paid vacation of up to 3 months if you were actively working on the last scheduled working day. We do not consider you to be actively at work if you are receiving disability benefits or are participating in a partial disability or rehabilitation program.

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

Who qualifies as your dependent

Your dependent must be your spouse or your child and a resident of Canada or the United States.

Your spouse by marriage or under any other formal union recognized by law, or your partner of the opposite sex or of the same sex who has been publicly represented as your spouse for at least the last year, is an eligible dependent. You can only cover one spouse at a time.

Your children and your spouse's children (other than foster children) are eligible dependents if they are not married or in any other formal union recognized by law, and are under age 22.

A child who is a full-time student attending an educational institution recognized under the Income Tax Act (Canada) is also considered an eligible dependent until the age of 25 as long as the child is entirely dependent on you for financial support.

If a child becomes handicapped before the limiting age, we will continue coverage as long as:

- the child is incapable of financial self-support because of a physical or mental disability, and
- the child depends on you for financial support, and is not married nor in any other formal union recognized by law.

In these cases, you must notify Sun Life within 31 days of the date the child attains the limiting age. Your employer can give you more information about this.

Enrolment

You have to enrol to receive coverage. To enrol, you must request coverage in writing by supplying the appropriate enrolment information to your employer. For a dependent to receive coverage, you must request dependent coverage.

If you or your dependents are covered for comparable Extended Health Care or Dental Care coverage under this or another group plan, you may refuse this coverage under this plan. If, at a later date, the other coverage ends, you can enrol for coverage under this plan at that time.

Proof of good health will be required when you request Optional Life coverage and any increase in that coverage. Coverage will not take effect before Sun Life approves the proof of good health.

When coverage begins

Your coverage begins on the date you become eligible for coverage.

If you are not actively working on the date coverage would normally begin, your coverage will not begin until you return to active work.

Dependent coverage begins on the date your coverage begins or the date you first have an eligible dependent, whichever is later.

However, for a dependent, other than a newborn child, who is hospitalized, coverage will begin when the dependent is discharged from hospital and is actively pursuing normal activities.

Once you have dependent coverage, any subsequent dependents will be covered automatically.

If you are not actively working on the date your spouse's Optional Life coverage or your dependent's Optional Accidental Death and Dismemberment coverage would normally begin, then that coverage will not begin until you return to active work with your employer.

If there are additional conditions for a particular benefit, these conditions will appear in the appropriate benefit section later in this booklet.

Changes affecting your coverage

From time to time, there may be circumstances that change your coverage.

For example, your employment status may change, or your employer may change the group contract. Any resulting change in the coverage will take effect on the date of the change in circumstances.

The following exceptions apply if the result of the change is **an** increase in coverage:

- if proof of good health is required, the change cannot take effect before Sun Life approves the proof of good health.
- if you are not actively working when the change occurs or when Sun Life approves proof of good health, the change cannot take effect before you return to active work.
- if a dependent, other than a newborn child, is hospitalized on the date when the change occurs, the change in the dependent's coverage cannot take effect before the dependent is discharged and is actively pursuing normal activities.

Updating your records

To ensure that coverage is kept up-to-date, it is important that you report any of the following changes to your employer:

- change of dependents.

- change of name.
- change of beneficiary

When coverage ends As an employee, your coverage will end on the earlier of the following dates:

- the date your employment ends.
- the date you are no longer actively working.
- the end of the period for which premiums have been paid to Sun Life for your coverage.
- the date the group contract ends.

A dependent's coverage terminates on the earlier of the following dates:

- the date your coverage ends.
- the date the dependent is no longer an eligible dependent.
- the end of the period for which premiums have been paid for dependent coverage.

The termination of coverage may vary from benefit to benefit. For information about the termination of a specific benefit, please refer to the appropriate section of this employee benefits booklet.

However, if you **die** while covered **by** this plan, coverage for your dependents will continue until the earlier of the following dates:

- for Dental Care benefits, 12 months after the date of your death.
- the date the person would no longer be considered your dependent under this plan if you were still alive.
- the date the benefit provision under which the dependent is covered terminates.

The continuation of coverage does not apply to any other benefits.

Replacement coverage

The group contract will be interpreted and administered according to all applicable legislation and the guidelines of the Canadian Life and Health Insurance Association concerning the continuation of insurance following contract termination and the replacement of group insurance.

Sun Life will not be responsible for paying benefits if an insurer under a previous group contract is responsible for paying similar benefits.

If such legislation or guidelines require that Sun Life resume paying certain benefits because of a recurrence of an employee's total disability, Sun Life will resume payment at the same amount and for the remainder of the maximum benefit period.

Making claims

Sun Life is dedicated to processing your claims promptly and efficiently. You should contact your employer to get the proper form to make a claim. There are time limits for making claims. These limits are discussed in the appropriate sections of this employee benefits booklet. All claims must be made in writing on forms approved by Sun Life.

No legal action may be brought by you more than one year after the date we must receive your claim forms or more than one year after we stop paying disability benefits.

Proof of disability

From time to time, Sun Life can require that you provide us with proof of your total disability. If you do not provide this information within 90 days of the request, you will not be entitled to benefits.

Coordination of benefits

If you are covered for Extended Health Care or Dental Care under this plan and another plan, our benefits will be coordinated with the other plan following insurance industry standards.

These standards determine where you should send a claim first. Here are some guidelines:

- if you are claiming expenses for your spouse and the spouse is covered for those expenses under another plan, you must send the

claim to your spouse's plan first

- if you are claiming expenses for your children, and both you and your spouse have coverage under different plans, you must claim under the plan of the parent with the earlier birthday (month and day) in the calendar year. For example, if your birthday is May 1 and your spouse's birthday is June 5, you must claim under your plan first.
- the maximum amount that you can receive from all plans for eligible expenses is 100% of actual expenses.

Your employer can help you determine which plan you should claim from first.

Medical examination We can require you to have a medical examination if you make a claim for benefits. We will pay for the cost of the examination. If you fail or refuse to have this examination, we will not pay any benefit.

Recovering overpayments We have the right to recover all overpayments of benefits either by deducting from other benefits or by any other available legal means.

Definitions Here is a list of definitions of some terms that appear in this employee benefits booklet. Other definitions appear in the benefit sections.

Accident *An* accident is a bodily injury that occurs solely as a direct result of a violent, sudden and unexpected action from an outside source.

Basic earnings For employees who are eligible for payment under an incentive bonus plan, basic earnings are the employee's current salary from the employer, including the employee's average incentive bonus during the previous 2 calendar years and excluding any other bonus, commission or overtime pay. If employed less than 2 calendar years, basic earnings are the employee's average earnings from the employer including the employee's average incentive bonus and excluding any other bonus, commission or overtime pay since the employee was hired.

For all other employees, basic earnings are the employee's salary from the employer, including any excess earnings from piecework during the

previous 3 months and excluding any bonus, commission, overtime or incentive pay.

- Doctor*** A doctor is a physician or surgeon who is licensed to practice medicine where that practice is located.
- Illness*** **An** illness is a bodily injury, disease, mental infirmity or sickness. **Any** surgery needed to donate a body part to another person which causes total disability is **an** illness.
- Retirement date*** If you are totally disabled, your retirement date is your 65th birthday, unless you have actually retired before then.
- We, our and us*** **We**, our and us mean Sun Life Assurance Company of Canada.

Extended Health Care (Medicare Supplement)

General description of the coverage

The contract holder has the sole legal and financial liability for this benefit. Sun Life only acts as administrator on behalf of the contract holder.

In this section, *you* means the employee and all dependents covered for Extended Health Care benefits.

Extended Health Care coverage pays for eligible services or supplies for you that are medically necessary for the treatment of an illness.

To qualify for this coverage you must be entitled to benefits under a provincial medicare plan or federal government plan that provides similar benefits.

An expense must be claimed for the benefit year in which the expense is incurred. You incur an expense on the date the service is received or the supplies are purchased or rented.

The benefit year is from January 1 to December 31.

Deductible

There is no deductible for this coverage.

Prescription drugs

We will cover the cost of drugs and oral contraceptives which by law are only available with a prescription as long as they are prescribed by a doctor or dentist and are obtained from a pharmacist. Intrauterine devices (IUDs), diabetic and ostomy supplies are also covered.

This coverage also includes:

- drugs for the treatment of infertility are covered up to a lifetime maximum of \$2,400 for each person.
- the cost of serums and vaccines, even when not prescribed.

For the above items, we will **only** pay for quantities that can reasonably be used in a 3 month period.

We will cover 100% of the cost of the above medicines and supplies.

We will not pay for the following, even when prescribed:

- infant formulas (milk and **milk** substitutes), minerals, proteins, vitamins and collagen treatment.
- the cost of giving injections, serums and vaccines.
- medicines obtained from a doctor or dentist.
- treatments for weight loss, including drugs, proteins and food or dietary supplements.
- hair growth stimulants.
- products to help you quit smoking, whether or not they require a prescription.
- drugs for the treatment of erectile dysfunction.

***Other health
professionals allowed
to prescribe drugs***

We reimburse certain drugs prescribed by other qualified health professionals the same way as if the drugs were prescribed by a doctor or a dentist if the applicable provincial legislation permits them to prescribe those drugs.

**Hospital expenses in
your province**

We will cover 100% of the costs for hospital care in the province where you live.

We will cover out-patient services in a hospital and the difference between the cost of a ward and a private hospital room.

We will also cover the cost of room and board in a convalescent hospital if this care has been ordered by a doctor as long as:

- it follows a period of confinement in a hospital,

- it begins within 14 days of release from the hospital, and
- it is primarily for rehabilitation.

For purposes of this plan, a *convalescent hospital* is a facility licensed to provide convalescent care and treatment for sick or injured patients on an in-patient basis. Nursing and medical care must be available 24 hours a day. It does not include a nursing home, rest home, home for the aged or chronically ill, sanatorium or a facility for treating alcohol or drug abuse.

A *hospital* is a facility licensed to provide care and treatment for sick or injured patients, primarily while they are acutely ill. It must have facilities for diagnostic treatment and major surgery. Nursing care must be available 24 hours a day. It does not include a nursing home, rest home, home for the aged or chronically ill, sanatorium, convalescent hospital or a facility for treating alcohol or drug abuse or beds set aside for any of these purposes in a hospital.

Expenses out of your province

We will cover emergency services while you are outside the province where you live. We will also cover referred services.

For both emergency services and referred services, we will cover the cost of

- occupancy in a hospital ward.
- other hospital services provided outside of Canada.
- out-patient services in a hospital.
- the services of a doctor.

Expenses for all other services or supplies eligible under this plan are also covered when they are incurred outside the province where you live, subject to the reimbursement level and all conditions applicable to those expenses.

Emergency services We will pay 100% of the cost of covered emergency services.

We will only cover emergency services obtained within 6 months of the date you leave the province where you live. If hospitalization occurs within this period, in-patient services are covered until the date you are discharged.

Emergency services mean any reasonable medical services or supplies, including advice, treatment, medical procedures or surgery, required as a result of an emergency. When a person has a chronic condition, emergency services do not include treatment provided as part of an established management program that existed prior to the person leaving the province where the person lives.

Emergency means an acute illness or accidental injury that requires immediate, medically necessary treatment prescribed by a doctor.

At the time of an emergency, you or someone with you must contact Sun Life's Emergency Travel Assistance provider, Worldwide Assistance Services, Inc. All invasive and investigative procedures (including any surgery, angiogram, MRI, PET scan, CAT scan), must be pre-authorized by Worldwide Assistance prior to being performed, except in extreme circumstances where surgery is performed on an emergency basis immediately following admission to a hospital.

If contact with Worldwide Assistance cannot be made before services are provided, contact with Worldwide Assistance must be made as soon as possible afterwards. If contact is not made and emergency services are provided in circumstances where contact could reasonably have been made, then Sun Life has the right to deny or limit payments for all expenses related to that emergency.

An emergency ends when you are medically stable to return to the province where you live.

As soon as Worldwide Assistance is notified that you have a medical emergency, its staff, or a physician designated by Worldwide Assistance, will, when necessary, attempt to establish communications with the attending medical personnel to obtain an understanding of the

situation and to monitor your condition. If necessary, Worldwide Assistance will also guarantee or advance payment of the expenses incurred to the provider of the medical service.

Worldwide Assistance may determine, in consultation with an attending physician, that it is necessary for you to be transported under medical supervision to a different hospital or treatment facility or to be sent home. In these cases, Worldwide Assistance will arrange, guarantee, and if necessary, advance the payment for your transportation.

Sun Life or Worldwide Assistance, based on available medical evidence, will make the final decision whether you should be moved, when, how and to where you should be moved and what medical equipment, supplies and personnel are needed.

You do not have to send claims for doctors' or hospital fees to your provincial medicare plan first. This way you receive your refund faster. Sun Life and Worldwide Assistance coordinate the whole process with most provincial plans and all insurers, and send you a cheque for the eligible expenses. Worldwide Assistance will ask you to sign a form authorizing them to act on your behalf.

If you are covered under this group plan and certain other plans, we will coordinate payments with the other plans in accordance with guidelines adopted by the Canadian Life and Health Insurance Association. The plan from which you make the first claim will be responsible for managing and assessing the claim. It has the right to recover from the other plans the expenses that exceed its share.

***Emergency services
excluded from
coverage***

Any expenses related to the following emergency services are not covered:

- services that are not immediately required or which could reasonably be delayed until you return to the province where you live, unless your medical condition reasonably prevents you from returning to that province prior to receiving the medical services.
- services relating to an illness or injury which caused the

emergency, after such emergency ends.

- continuing services, arising directly or indirectly out of the original emergency or any recurrence of it, after the date that Sun Life or Worldwide Assistance, based on available medical evidence, determines that you can be returned to the province where you live, and you refuse to return.
- services which are required for the same illness or injury for which you received emergency services, including any complications arising out of that illness or injury, if you had unreasonably refused or neglected to receive the recommended medical services.
- where the trip was taken to obtain medical services for an illness or injury, services related to that illness or injury, including any complications or any emergency arising directly or indirectly out of that illness or injury.

Referred services *Referred services* must be for the treatment of an illness and ordered in writing by a doctor located in the province where you live. We will pay 100% of the costs of referred services. Your provincial medicare plan must agree in writing to pay benefits for the referred services.

All referred services must be:

- obtained in Canada, if available, regardless of any waiting lists, and
- covered by the medicare plan in the province where you live.

However, if referred services are not available in Canada, they may be obtained outside of Canada. If hospitalization occurs within this period coverage is limited to \$100 per person per day up to a maximum of 60 days (including where permitted by law, any admittance, coinsurance or utilization charges).

Medical services and equipment We will cover 100% of the costs for the medical services listed below when ordered by a doctor (the services of a licensed optometrist, ophthalmologist or dentist do not require a doctor's order).

- out-of-hospital private duty nurse services when medically necessary. Services must be for nursing care, and not for custodial care. The private duty nurse must be a nurse, or nursing assistant who is licensed, certified or registered in the province where you live and who does not normally live with you. The services of a registered nurse are eligible only when someone with lesser qualifications can not perform the duties. There is a lifetime maximum of \$25,000 per person. There is an automatic reinstatement each benefit year of up to \$1,000 of benefits paid but not previously reinstated. This reinstatement will be made on the first day of each benefit year.
- transportation in a licensed ambulance, if medically necessary, that takes you to and from the nearest hospital that is able to provide the necessary medical services.
- transportation in a licensed air or rail ambulance, if medically necessary, that takes you to the nearest hospital that provides the necessary emergency services.
- laboratory tests performed by a commercial laboratory for the diagnosis of an illness. Tests performed in a doctor's office or pharmacy are not covered.
- dental services, including braces and splints, to repair damage to natural teeth caused by an accidental blow to the mouth that occurs while you are covered. These services must be received within 6 months of the accident. We will not cover more than the fee stated in the Dental Association Fee Guide for a general practitioner in the province where the employee lives. The guide must be the current guide at the time that treatment is received.
- **effective October 10,2005:** services of an ophthalmologist or licensed optometrist, limited to 1 examination per person every 24 months.
- equipment rented, or purchased at our request, that is for

temporary therapeutic use, including non-union bone stimulators. For expenses incurred for a wheelchair, coverage is limited to the use of a manual wheelchair, except if the person's medical condition warrants the use of an electric wheelchair.

- casts, splints, trusses, braces or crutches, including replacements when medically necessary.
- breast prostheses required as a result of surgery.
- surgical brassieres required as a result of surgery, up to a maximum of 2 brassieres per person in a benefit year.
- artificial limbs and eyes, including replacements when medically necessary, but excluding myoelectric appliances.
- jobst sleeves for lymphoedema following mastectomy, jobst burn garments and jobst support hose.
- custom-made orthotic inserts for shoes, orthopaedic shoes or modifications to orthopaedic shoes when prescribed by a doctor, podiatrist or chiroprapist, up to a maximum of \$100 per person in a benefit year.
- hearing aids prescribed by an ear, nose and throat specialist, up to a maximum of \$500 per person over a period of 5 benefit years. Repairs are included in this maximum.
- pacemakers.
- radiotherapy or coagulotherapy.
- anaesthesia (excluding charges in relation to dental surgery), oxygen, plasma and blood transfusions.

Paramedical services

We will cover 100% of the costs, up to the maximums indicated below for each category of paramedical specialists:

- licensed massage therapists or speech therapists, when ordered by

a doctor, up to a maximum of \$200 per person per specialty in a benefit year, limited to a family maximum of \$500 per specialty in a benefit year.

- licensed osteopaths, naturopaths, acupuncturists, physiotherapists, podiatrists or chiropodists, up to a maximum of \$200 per person per specialty in a benefit year, limited to a family maximum of \$500 per specialty in a benefit year.
- licensed chiropractors, up to a maximum of \$200 per person in a benefit year, limited to a family maximum of \$500 in a benefit year and including a maximum of one x-ray examination, limited to \$15 per person in a benefit year.
- licensed psychologists; when ordered by a doctor, **for diagnosis and assessment only**, up to a maximum of \$200 per person in a benefit year, limited to a family maximum of \$500 in a benefit year.

Contact lenses, eyeglasses or laser eye correction surgery

We will cover the cost of contact lenses, eyeglasses or laser eye correction surgery. Contact lenses or eyeglasses must be prescribed by an ophthalmologist or licensed optometrist and obtained from an ophthalmologist, licensed optometrist or optician. Laser eye correction surgery must be performed by an ophthalmologist.

We will cover 100% of these costs up to a maximum of \$100 in an 12 month period for a person under age 18 or in any 24 month period for any other person.

Effective October 10, 2005: We will cover 100% of these costs up to a maximum of \$200 in any 12 month period for a person under age 22 or in any 24 month period for any other person.

We will not pay for sunglasses, magnifying glasses, or safety glasses of any kind.

When coverage ends Extended Health Care coverage will end when the employee retires.

Coverage may also end on an earlier date, as specified in *General*

*Information.***Payments after coverage ends**

If you are totally disabled when your coverage ends, benefits will continue for expenses that result from the illness that caused the total disability if the expenses are incurred:

- during the uninterrupted period of total disability,
- within 90 days of the end of coverage, and
- while this provision is in force.

For the purpose of this provision, an employee is totally disabled if prevented by illness from performing any occupation the employee is or may become reasonably qualified for by education, training or experience, and a dependent is totally disabled if prevented by illness from performing the dependent's normal activities.

If the Extended Health Care benefit terminates, coverage for dental services to repair natural teeth damaged by an accidental blow will continue, if the accident occurred while you were covered, as if the benefit were still in effect.

What is not covered

We will not pay for the costs of

- services or supplies payable in whole or in part under any government-sponsored plan or program, except for user fees, extra billing, and other expenses in excess of those payable under the government-sponsored plan or program, if the legislation allows their payment under private plans.
- services or supplies to the extent that their costs exceed the reasonable and usual rates in the locality where the services or supplies are provided.
- any portion of the charges for treatment, services or supplies as a result of any employer sponsored treatment, inoculation or examination.

- equipment that Sun Life considers ineligible (examples of this equipment are orthopaedic mattresses, exercise equipment, air-conditioning or air-purifying equipment, whirlpools, humidifiers, and equipment used to treat seasonal affective disorders).
- any services or supplies that are not usually provided to treat an illness, including experimental treatments.
- services or supplies for which no charge would have been made in the absence of this coverage.

We will not pay benefits when the claim is for an illness resulting from:

- the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.
- any work for which you were compensated that was not done for the employer who is providing this plan.
- participation in a criminal offence.

When and how to make a claim

To make a claim, complete the claim form that is available from your employer.

In order for you to receive benefits, we must receive the claim no later than 90 days after the earlier of

- the end of the benefit year during which you incur the expenses, or
- the end of your Extended Health Care coverage.

Dental Care

General description of the coverage

The contract holder has the sole legal and financial liability for this benefit. Sun Life **only** acts as administrator on behalf of the contract holder.

In this section, *you* means the employee and all dependents covered for Dental Care benefits.

Dental Care coverage pays for eligible expenses that you incur for dental procedures provided by a licensed dentist, denturist, dental hygienist and anaesthetist while you are covered by this group plan.

For each dental procedure performed within Canada, we will only cover reasonable expenses. We will not cover more than the fee stated in the Dental Association Fee Guide for general practitioners in the province where the treatment is received. Payments will be based on the current guide at the time the treatment is received.

If dental procedures are provided outside Canada, we will only cover reasonable expenses. We will not cover more than the fee stated in the Dental Association Fee Guide for general practitioners in the province where the employee lives, regardless of where the treatment is received. Payments will be based on the current guide at the time the treatment is received.

If services are provided by a board qualified specialist in endodontics, prosthodontics, oral surgery, periodontics, paedodontics or orthodontics whose dental practice is limited to that speciality, then the fee guide approved by the provincial Dental Association for that specialist will be used.

When a fee guide is not published for a given year, the term *fee guide* may also mean an adjusted fee guide established by Sun Life.

When deciding what we will pay for a procedure, we will first find out if

other or alternate procedures could have been done. These alternate procedures must be part of usual and accepted dental work and must obtain as adequate a result as the procedure that the dentist performed. We will not pay more than the reasonable cost of the least expensive alternate procedure.

If you receive any temporary dental service, it will be included as part of the final dental procedure used to correct the problem and not as a separate procedure. The fee for the permanent service will be used to determine the usual and reasonable charge for the final dental service.

An expense must be claimed for the benefit year in which the expense is incurred. You incur an expense on the date your dentist performs a single appointment procedure or an orthodontic procedure. For other procedures which take more than one appointment, you incur an expense once the entire procedure is completed.

The benefit year is from February 1, 2004 to December 31, 2004, and then from January 1 to December 31.

Deductible

There is no deductible for this coverage.

Lifetime maximum

The maximum amount we will pay for all Orthodontic procedures in a person's lifetime is \$1,000.

Predetermination

We suggest that you send us an estimate, before the work is done, for any major treatment or any procedure that will cost more than \$500. You should send us a completed dental claim form that shows the treatment that the dentist is planning and the cost. Both you and the dentist will have to complete parts of the claim form. We will tell you how much of the planned treatment is covered. This way you will know how much of the cost you will be responsible for before the work is done.

Preventive dental procedures

Your dental benefits include the following procedures used to help prevent dental problems. They are procedures that a dentist performs regularly to help maintain good dental health.

We will pay 100% of the eligible expenses for these procedures.

Oral examinations

Complete examinations:

- 1 complete examination in a person's lifetime if the service is provided by a general practitioner, and
- 1 complete examination in a person's lifetime if the service is provided by a board qualified specialist in endodontics, prosthodontics, oral surgery, periodontics, or paedodontics.

Treatment planning, case presentation and consultation with the patient is limited to 4 units of 15 minutes in a benefit year.

Recall or new patient examinations, up to a combined maximum of 2 examinations per benefit year.

Emergency examinations

Specific examinations, up to a combined maximum of 2 examinations per benefit year.

Edentulous examinations, limited to 1 examination in any 5 year period.

Pulp vitality tests, limited to 1 unit per quadrant in any 6 month period.

X-rays

1 complete series of x-rays in any 3 year period.

1 panorex in any 5 year period.

1 set of bitewing x-rays every 5 months, up to a **maximum** of 2 sets per benefit year.

X-rays to diagnose a symptom or examine progress of a particular course of treatment.

Radiographs.

Other services

Required consultations between two dentists.

Polishing (cleaning of teeth), limited to 2 units of 15 minutes per benefit year.

Topical fluoride treatments, limited to 2 per benefit year.

Emergency or palliative services.

Diagnostic tests and laboratory examinations. You are covered for 1 set of diagnostic models per benefit year.

Removal of impacted teeth and related anaesthesia

Provision of space maintainers for missing primary teeth.

Pit and fissure sealants, limited to 1 treatment per tooth in any 2 year period.

Basic dental procedures

Your dental benefits include the following procedures used to treat basic dental problems.

We will pay 100% of the eligible expenses for these procedures

Fillings Amalgam, composite, acrylic or equivalent. Composite fillings on primary and molar teeth are reimbursed at the equivalent of an amalgam filling.

Extraction of teeth Removal of teeth, except removal of impacted teeth (*Preventive dental procedures*).

Basic restorations Prefabricated metal restorations and repairs to prefabricated metal restorations, other than in conjunction with the placement of permanent crowns, limited to 1 restoration per tooth in any 2 year period.

Endodontics Root canal therapy and root canal fillings, limited to 1 treatment per tooth in a lifetime.

Treatment of disease of the pulp tissue, limited to 1 treatment per tooth in any 5 year period.

Periodontics Treatment of disease of the gum and other supporting tissue. Coverage

includes the following procedures:

- **Tartar removal.** Scaling means removing calcium deposits above and below the gum line. Root planing is the final smoothing of rough tooth surfaces and removing any remaining calcium deposits.
- **Gingival curettage** – definitive surgical procedure performed by the dentist under local anaesthesia.

Occlusal adjustments and recontouring.

Periodontal appliances including bruxism appliances, limited to 2 in any 5 year period.

Oral surgery

Surgery and related anaesthesia, other than the removal of impacted teeth (*Preventive dental procedures*).

Major dental procedures

Your dental benefits include the following procedures used to treat major dental problems.

We will pay 50% of the eligible expenses for these procedures.

Major restorations

Inlays, onlays (including gold foil restorations) and veneers. Crowns and repairs to crowns (including porcelain or porcelain fused to metal), other than prefabricated metal restorations (*Basic dental procedures*).

Implant related crowns, bridges or dentures, limited to the charges for the least expensive alternate procedure that would have been covered under this plan. All other charges related to implants, including surgery charges, are not covered.

Limitation for major restorations

Limited to 1 restoration per tooth in any 5 year period.

Repair

Repair of bridges or dentures.

Denture adjustments

Limited to 4 units of 15 minutes per benefit year.

Rebase or reline

Rebase or reline of an existing partial or complete denture, limited to a combined maximum of 1 per upper denture and 1 per lower denture in

any 2 year period.

Prosthodontics Construction and insertion of bridges or standard dentures. Charges for a replacement bridge or replacement standard denture are not considered an eligible expense during the 5 year period following the construction or insertion of a previous bridge or standard denture unless:

- it is needed to replace a bridge or standard denture which has caused temporomandibular joint disturbances and which cannot be economically modified to correct the condition.
- it is needed to replace a transitional denture which was inserted shortly following extraction of teeth and which cannot be economically modified to the final shape required.

Orthodontic procedures

Your dental benefits include the following procedures used to treat misaligned or crooked teeth. Habit breaking appliances are covered.

We will pay 50% of the eligible expenses for these procedures.

Coverage includes orthodontic examinations, including orthodontic diagnostic services and fixed or removable appliances such as braces.

The following orthodontic procedures are covered:

- interceptive, interventive or preventive orthodontic services: other than space maintainers (*Preventive dental procedures*).
- comprehensive orthodontic treatment, using a removable or fixed appliance, or combination of both. This includes diagnostic procedures, formal treatment and retention.

When coverage ends Dental Care coverage will end when the employee retires.

Coverage may also end on an earlier date, as specified in *General Information*.

Payments after coverage ends

If the Dental Care benefit terminates, you will still be covered for procedures to repair natural teeth damaged by an accidental blow if the accident occurred while you were covered, and the procedure is performed within 6 months after the date of the accident.

What is not covered

We will not pay for services or supplies payable in whole or in part under any government-sponsored plan or program, except for user fees, extra billing, and other expenses in excess of those payable under the government-sponsored plan or program, if the legislation allows their payment under private plans.

We will not pay for services or supplies that are not usually provided to treat a dental problem.

We will not pay for:

- procedures performed primarily to improve appearance.
- the replacement of dental appliances that are lost, misplaced or stolen.
- charges for appointments that you do not keep.
- charges for completing claim forms.
- services or supplies for which no charge would have been made in the absence of this coverage.
- supplies usually intended for sport or home use, for example, mouthguards.
- procedures or supplies used in full mouth reconstructions (capping all of the teeth in the mouth); vertical dimension corrections (changing the way the teeth meet) including attrition (worn down teeth), alteration or restoration of occlusion (building up and restoring the bite), or for the purpose of prosthetic splinting (capping teeth and joining teeth together to provide additional support).

- charges related to the temporomandibular joint (TMJ) treatment, except otherwise indicated in the list of covered expenses.
- implants and transplants, and repositioning of the jaw.
- experimental treatments

We will also not pay for dental work resulting from:

- the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.
- teeth malformed at birth or during development.
- participation in a criminal offence.

When and how to make a claim

To make a claim, complete the claim form that is available from your employer. The dentist will have to complete a section of the form.

In order for you to receive benefits, we must receive a claim no later than:

- 365 days after the date on which you incur the expenses, or
- 90 days after the end of your Dental Care coverage, whichever is earlier.

We can require that you give us the dentist's statement of the treatment received, pre-treatment x-rays and any additional information that we consider necessary.

Short-Term Disability (Weekly Indemnity)

General description of the coverage

The contract holder has the sole legal and financial liability for this benefit. Sun Life only acts as administrator on behalf of the contract holder.

Short-Term Disability coverage provides a benefit if you become totally disabled. You qualify for this benefit if you present proof of claim acceptable to Sun Life that:

- you became totally disabled while covered, and
- you have been under the continuous care of a doctor for the disability since its onset.

For the purposes of your Short-Term Disability coverage; you will be considered totally disabled while you are continuously unable due to an illness to do the essential duties of your own occupation.

Your benefits will be based on your coverage on the date you became totally disabled. Benefits are paid at the end of each week for which you are entitled to payments.

When disability payments begin

If you become totally disabled because of an **accident** and your total disability begins within 60 days of the accident, you will be eligible for Short-Term Disability payments on the date you become totally disabled or the first day you consult a doctor, whichever is later.

If you become totally disabled because of an **illness**, you will be eligible for Short-Term Disability payments after 3 days of uninterrupted total disability or the first day you consult a doctor, whichever is later.

Short-Term Disability benefits are paid only for the scheduled working days that you are totally disabled. If you are totally disabled for part of any week, we will pay 1/5 of the weekly benefit for each day you are

totally disabled.

If you become totally disabled during a lay-off or approved leave and your coverage continues during this time, you will be eligible for benefit payments following your recall or scheduled return to full-time work with your employer. You must have been totally disabled for at least 3 uninterrupted days in the case of illness and still be totally disabled on the date you are recalled or scheduled to return to full-time work with your employer. In the case of an accident, you must be totally disabled on the date you are recalled or scheduled to return to full-time work.

Interrupted periods of disability

If you had a total disability for which we paid Short-Term Disability benefits and total disability occurs again due to the **same or related causes**, we will consider it a continuation of your previous total disability if it occurs within 2 weeks of the end of your previous disability. You must be covered when the total disability reoccurs.

If you had a total disability for which we paid Short-Term Disability benefits and total disability occurs again due to **unrelated causes**, we will consider it a continuation of your previous total disability if it occurs within 1 day of the end of your previous disability. You must be covered when the total disability reoccurs.

These benefits will be based on your coverage as it existed on the original date of total disability and will be paid for no longer than the rest of the maximum benefit period.

What we will pay

Here is how we calculate your Short-Term Disability payments:

Step 1: We take 66 2/3% of your weekly basic earnings up to the maximum sickness benefit under the Employment Insurance Act.

If your Short-Term Disability benefit is less than the benefit that would be payable under the Employment Insurance Act, your basic earnings will be increased by the amount of bonus, commission, overtime or incentive pay earned on a regular basis, required to calculate the amount of benefit payable under the Employment Insurance Act.

Step 2: We subtract any income provided to you for the same disability

under the Quebec Automobile Insurance Act.

**Maternity / parental
leave of absence**

Maternity leave agreed to with your employer will begin on the date you and your employer have agreed will be the start of your leave or the date the child is born, whichever is earlier. The leave will end on the date you and your employer have agreed that you will return to active, full-time work or the actual date you return to active, full-time work, whichever is earlier.

Parental leave is the period of time that you and your employer have agreed on.

Sun Life will determine **any** portions of a maternity or parental leave which are voluntary and any portions which are health-related. The health-related portion of the leave is the period in which a woman can establish, through appropriate medical documentation, that she is unable to work for health reasons related to childbirth or recovery from childbirth.

Short-Term Disability benefits will only be payable for health-related portions of the leave where necessary in order to comply with requirements such as employment standards, human rights and employment insurance, after you have been disabled for 3 uninterrupted days, provided your coverage has been continued.

However, if your employer has a Supplemental Unemployment Benefit (SUB) plan as defined in the Employment Insurance regulations covering the health-related portion of the maternity or parental leave, Sun Life will not pay **any** benefits under this plan during any period benefits are payable to you under your employer's **SUB** plan.

**If you recover
damages from
another person**

We have the right to part of any money you recover through legal action or settlement from another person, organization or company who caused your disability.

If you decide to take legal action, you must comply with the applicable terms of the group plan concerning legal action.

If you recover money, you must pay us the amount for the loss of

income recovered from the third party, or the total disability income benefits paid or payable to you under this plan, whichever is less.

We have the right to withhold or discontinue disability income payments if you refuse or fail to comply with any of these terms.

When payments end Your Short-Term Disability payments end on the earlier of the following dates:

- the date you are no longer totally disabled
- the end of a maximum benefit period of 16 weeks of payment.
- the date you die.

When coverage ends Your Short-Term Disability coverage will end when you retire. Coverage may also end on an earlier date, as specified in *General Information*.

Payments after coverage ends If the Short-Term Disability benefit terminates while you are totally disabled, you are entitled to continue receiving payments, as long as your total disability is uninterrupted, as if the benefit were still in effect.

What is not covered We will not pay benefits for any period:

- for any period you are not under care of a doctor.
- you are on a leave of absence, strike or lay-off except as stated under *Maternity/parental leave of absence*. However, if you become totally disabled before a notice of separation is given, payments continue while you are totally disabled, but not beyond the end of the maximum benefit period.

We will not pay if benefits are payable to you under any Workers' Compensation Act or similar legislation.

We will not pay for total disability resulting from:

- a bodily injury sustained while doing any act or thing pertaining to any occupation or employment for wage or profit when benefits

are payable to you under any Workers' Compensation Act or similar legislation.

- the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.
- intentionally self-inflicted injuries or attempted suicide, while sane or insane.
- participation in a criminal offence.

When and how to make a claim

To make a claim, claim forms that are available from your employer must be completed. You, the attending doctor and your employer will all have to complete claim forms.

In order for you to receive benefits, we must receive these forms no later than 6 months after your total disability begins.

We will assess the claim and send you or your employer a letter outlining our decision.

From time to time, Sun Life can require that you provide us with proof of your total disability. If you do not provide this information within 90 days of the request, you will not be entitled to benefits.

Long-Term Disability

General description of the coverage

Long-Term Disability coverage provides a benefit to you if you are totally disabled. You qualify for this benefit if you provide proof of claim acceptable to Sun Life that:

- you became totally disabled while covered, and
- you have been under the continuous care of a doctor for the disability since its onset.

For your Long-Term Disability coverage,

- during the elimination period and the following 24 months (this period is known as the **own occupation period**), you will be considered totally disabled while you are continuously unable due to an illness to do the essential duties of your own occupation, and
- afterwards, you will be considered totally disabled if you are continuously unable due to **an** illness to do any occupation for which you are or may become reasonably qualified by education, training or experience.

Benefits are paid at the end of each month and are based on your coverage on the date you became totally disabled.

If you are totally disabled for part of any month, we will pay 1/30 of the monthly benefit for each day you are totally disabled.

When disability payments begin

Your Long-Term Disability payments begin after you have been totally disabled for an uninterrupted period of 16 weeks or after the last day benefits are payable under any short-term disability, loss of income or other salary continuation plan, whichever is later.

This period, which must be completed before disability benefits become payable, is the **elimination period**.

If you become totally disabled during a lay-off or approved leave and your coverage continues during this time, you will be eligible for benefit payments following your recall or scheduled return to full-time work with your employer. You must have been totally disabled for an uninterrupted period of 16 weeks and still be totally disabled on the date you are recalled or scheduled to return to full-time work with your employer

What we will pay

Here is how we calculate your Long-Term Disability payments

Step 1: We take 60% of your monthly basic earnings up to a maximum of \$2,500.

Step 2: We subtract any income provided to you:

- for the same or a subsequent disability under any government-sponsored plan, including amounts payable on behalf of a dependent, but excluding employment insurance benefits and automatic cost-of-living increases under any government-sponsored plan that occur after benefits begin.
- for the same or a subsequent disability under any Workers' Compensation Act or similar law, excluding automatic cost-of-living increases that occur after benefits begin.

The result from Step 2 is the amount you will normally receive

If this amount plus the above sources of income and all the additional sources of income listed below exceeds 85% of your pre-disability basic earnings, we will reduce your Long-Term Disability payment by the excess. If your benefit is non-taxable, the maximum will be 85% of your pre-disability basic earnings after income tax.

Additional sources of income provided to you:

- for the same or a subsequent disability, from any employer.
- under a group plan, including any coverage resulting from your

membership in an association of any kind.

- under a retirement or pension plan funded in whole or **in** part by the employer, as a result of your disability or a medical condition.
- under a motor vehicle insurance plan which provides disability benefits to the extent that the law does not prohibit such a deduction.
- under any Criminal Injuries Compensation Act or similar law, where allowed by law.

If you are eligible for any of the income amounts above and do not apply for them, we will still consider them part of your income. We can estimate those benefits and use those amounts when we calculate your payments.

If you receive any of the income amounts above in a lump sum, we will determine the equivalent compensation this represents on a monthly basis using generally accepted accounting principles.

We will not take into account any benefits that began before your disability began. However, increases in those benefits as a result of your disability will be taken into account.

We have the right to adjust your benefit payments when necessary.

Maternity / parental leave of absence

Maternity leave agreed to with your employer will begin on the date you and your employer have agreed will be the start of your leave or the date the child is born, whichever is earlier. The leave will end on the date you and your employer have agreed that you will return to active, full-time work or the actual date you return to active, full-time work, whichever is earlier.

Parental leave is the period of time that you and your employer have agreed on.

Sun Life will determine any portions of a maternity or parental leave which are voluntary and any portions which are health-related. The

health-related portion of the leave is the period in which a woman can establish, through appropriate medical documentation, that she is unable to work for health reasons related to childbirth or recovery from childbirth.

Long-Term Disability benefits will only be payable for health-related portions of the leave where necessary in order to comply with requirements such as employment standards, human rights and employment insurance, after you have been disabled for an uninterrupted period of 16 weeks, provided your coverage has been continued.

However, if your employer has a Supplemental Unemployment Benefit (SUB) plan as defined in the Employment Insurance regulations covering the health-related portion of the maternity or parental leave, Sun Life will not pay any benefits under this plan during any period benefits are payable to you under your employer's SUB plan.

**Rehabilitation
program**

You may be required to participate in a rehabilitation program approved by Sun Life in writing.

It may include the involvement of our rehabilitation specialist, part-time work, working in another occupation or vocational training to help you become capable of full-time employment.

Sun Life is under no obligation to approve or continue a rehabilitation program for an employee. We will consider such factors as financial considerations and our opinion on the merits of rehabilitation.

During your rehabilitation program, you may receive your Long-Term Disability payments plus income from other sources. However, if during any month your total income is more than 100% of your pre-disability basic earnings, (less provincial and federal income taxes if your benefit is non-taxable), your Long-Term Disability payments will be reduced by the excess.

You should consider participating in a rehabilitation program as soon as possible after becoming totally disabled. If you enter a rehabilitation program during the elimination period, it will not be considered an

interruption of the elimination period.

Interrupted periods of disability after payments begin

If you had a total disability for which we paid Long-Term Disability benefits and total disability occurs again due to the **same or related causes**, we will consider it a continuation of your previous disability if it occurs within 6 months of the end of your previous disability. You must be covered when total disability reoccurs.

However, if you had a total disability for which we paid Long-Term Disability benefits and total disability occurs again due to an **unrelated cause**, we will consider it a continuation of your previous disability if it occurs within 1 day of the end of your previous disability. You must be covered when total disability reoccurs.

These benefits will be based on your coverage as it existed on the original date of total disability.

If you recover damages from another person

We have the right to part of any money you recover through legal action or settlement from another person, organization or company who caused your disability.

If you decide to take legal action, you must comply with the applicable terms of the group contract concerning legal action.

If you recover money, you must pay us the amount for the loss of income recovered from the third party, or the total disability income benefits paid or payable to you under this plan, whichever is less.

We have the right to withhold or discontinue disability income payments if you refuse or fail to comply with any of these terms.

Your responsibilities During your total disability, you must make reasonable efforts to:

- return to your own occupation during the first 24 months that benefits are payable.
- obtain training in order to qualify for another occupation if it becomes apparent that you will not be able to return to your own occupation within the first 24 months that benefits are payable.

- try to obtain work in another occupation after the first 24 months that benefits are payable.
- obtain benefits that may be available from other sources

If you do not, Sun Life may hold back or discontinue benefits

When payments end Your Long-Term Disability payments end on the earlier of the following dates:

- the date you are no longer totally disabled.
- the last day of the month in which you reach age 65.
- the last day of the month in which you retire on pension with the employer.
- the last day of the month in which you die.

When coverage ends Long-Term Disability coverage will end on the day you reach age 65 less the elimination period of 16 weeks or the day you retire, whichever is earlier. Coverage may also end on an earlier date, as specified in *General Information*.

Payments after coverage ends If the Long-Term Disability benefit terminates while you are totally disabled, you are entitled to continue receiving payments, as long as your total disability is uninterrupted, as if the benefit were still in effect.

What is not covered We will not pay benefits for any period:

- you are not under the care of a doctor.
- that you do any work for wage or profit except as approved by Sun Life.
- you are not participating in an approved rehabilitation program, if required by Sun Life.
- you are on a leave of absence; strike or lay-off except as stated

under *Maternity /parental leave & absence* or except where specifically agreed to by Sun Life.

We will not consider you totally disabled if your disability results from drug or alcohol abuse. However, this limitation will not apply while you are participating in a Sun Life approved treatment program or you have an organic disease which would cause total disability even if drug and alcohol abuse ended.

We will not pay benefits for total disability resulting from:

- the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.
- intentionally self-inflicted injuries or attempted suicide, while sane or insane.
- participation in a criminal offence.

When and how to make a claim

To make a claim, complete the Notice of Claim for Group Long-Term Disability Benefits that is available from your employer.

We must receive notice of claim on the earlier of the following dates:

- 30 days before the end of the elimination period.
- within 30 days of the termination of this Long-Term Disability benefit.

Part of the application process will include filling out claim forms that give us as many details about the claim as possible. You, the attending doctor and your employer will all have to complete claim forms.

In order to receive benefits, we must receive these forms no later than 90 days after the end of the elimination period.

We will assess the claim and send you or your employer a letter outlining our decision.

From time to time, Sun Life can require that you provide us with proof of your total disability. If you do not provide this information within 90 days of this request, you will not be entitled to benefits.

Life Coverage

General description of the coverage Your Life coverage provides a benefit for your beneficiary if you die while covered. Your spouse's Life coverage provides a benefit if your spouse dies while covered.

Basic Life coverage for you

Amount Your Life benefit is 2 times your annual basic earnings, rounded to the next higher \$1,000. The maximum amount of coverage is \$150,000.

Reduction Your benefit will reduce to 50% when you reach age 65.

Coverage ends Your coverage will end when you retire. Coverage may also end on an earlier date, as specified in *General Information*.

Optional Life coverage for you

Amount You can choose coverage in units of \$25,000. The maximum amount of coverage is \$500,000.

Coverage ends Your coverage will end on the last day of the month in which you retire or reach age 65, whichever is earlier. Coverage may also end on an earlier date, as specified in *General Information*.

Retirement coverage If you retire after reaching age 50 but before age 65, you may apply, within 31 days of retirement, to continue the Optional Life coverage in force on the date you retire, provided you have been insured continuously under the Optional Life coverage for 6 months immediately preceding retirement.

Continuation of this coverage does not apply to an insured employee who is disabled immediately preceding this early retirement or approved for coverage under the *Waiver of Premium for the Long-Term Disability benefit*.

Coverage will end after the earlier of

- the last day of the month following 5 years from your early retirement date, or
- the last day of the month in which you reach age 65

Optional Life coverage for your spouse

Amount You can choose Optional Life coverage for your spouse in units of \$25,000 up to a maximum of \$300,000.

Coverage ends Optional coverage for your spouse will end on the last day of the month in which you retire or reach age 65, or in which your spouse reaches age 65, whichever is earlier. Coverage may also end on an earlier date, as specified in *General Information*.

Retirement coverage If you retire after reaching age 50 but before age 65, you may apply, within 31 days of retirement, to continue the Spouse Optional Life coverage in force on the date **you** retire. You must have been insured continuously under the Employee Optional Life coverage for 6 months immediately preceding retirement and your spouse must have been insured continuously under the Spouse Optional Life coverage for 6 months immediately preceding retirement. However, for the Spouse Optional Life coverage to continue you must continue coverage under the Employee Optional Life benefit.

Continuation of this coverage does not apply to an insured employee who is disabled immediately preceding this early retirement or approved for coverage under the *Waiver of Premium for the Long-Term Disability benefit*.

Coverage will end after the earlier of

- the last day of the month following 5 years from your early retirement date, or

- the last day of the month in which you reach age 65 or when your spouse reaches age 65, whichever is earlier.

Who we will pay

If you die while covered, Sun Life will pay the full amount of your benefit to your last named beneficiary on file with Sun Life.

If you have not named a beneficiary, the benefit amount will be paid to your estate. Anyone can be your beneficiary. You can change your beneficiary at any time, unless a law prevents you from doing so or you indicate that the beneficiary is not to be changed.

For your spouse's optional coverage, Sun Life will pay the full amount of the benefit to the last named beneficiary on file with Sun Life. If you have not named a beneficiary, the benefit amount will be paid to you.

Suicide

If you or your spouse have any optional coverage that has been in effect for less than 2 years, we will not pay benefits if death is by suicide, while sane or insane. However, we will refund all applicable Life coverage premiums that have been paid.

Coverage during total disability

If you become totally disabled before you retire or reach age 65, whichever is earlier, Life coverage may continue without the payment of premiums as long as you are totally disabled. This continued coverage is subject to the terms of the contract which were in effect on the date you became totally disabled, including reductions and terminations.

Sun Life must receive proof of your total disability within 12 months of the date the disability begins. After that, we can require ongoing proof that you are still totally disabled.

If proof of total disability is approved after an individual insurance policy becomes effective as a result of converting the group Life coverage, the group Life coverage will be reduced by the amount of the individual insurance policy, unless the individual insurance policy is exchanged for a refund of premiums.

Total disability must continue for:

- an uninterrupted period of 6 months, or

- the elimination period for Long-Term Disability if you are entitled to Long-Term Disability payments, whichever is shorter.

This coverage will continue without payment of premiums, from the date total disability begins, until the date you cease to be totally disabled or the date you fail to give Sun Life proof of your continued total disability, whichever is earlier.

Spouse Optional Life coverage will also continue without payment of premiums, as long as your Life coverage is continued without payment of premiums, but not after the Spouse Optional Life benefit is terminated.

For the purposes of your Life coverage, you will be considered totally disabled if you are prevented by illness from performing any occupation you are or may become reasonably qualified for by education, training or experience. However, if you are totally disabled under the Long-Term Disability benefit, you are also considered to be totally disabled under the Life benefit.

Converting Life coverage

If your Life coverage ends or reduces for any reason other than your request, you may apply to convert the group Life coverage to an individual Life policy with Sun Life without providing proof of good health.

If your spouse's Life coverage ends for any reason other than your request, your spouse may apply to convert the group Life coverage to an individual Life policy with Sun Life without providing proof of good health.

The request must be made within 31 days of the reduction or end of the Life coverage.

There are a number of rules and conditions in the group contract that apply to converting this coverage, including the maximum amount that can be converted. Please contact your employer for details.

**When and how to
make a claim**

Claims for Life benefits must be made as soon as reasonably possible.
Claim forms are available from your employer.

Accidental Death and Dismemberment

General description of the coverage

Accidental Death and Dismemberment coverage provides benefits if, due to an accident occurring while covered, you or one of your dependents die or suffer any of the losses listed in the table under *What we will pay*. **Any** death benefit paid under this coverage is in addition to the Life coverage.

Basic accidental coverage for you

Amount

Your Basic Accidental Death and Dismemberment coverage is 2 times your annual basic earnings, rounded to the next higher \$1,000. The maximum amount of coverage is \$150,000.

Reduction

Your benefit will reduce to 50% when you reach age 65.

Coverage ends

Your coverage will end when you retire or reach age 70, whichever is earlier. Coverage **may** also end on an earlier date, as specified in *General Information*.

Retirement coverage

If you retire after reaching age 50 but before age 65, you may apply, within 31 days of retirement, to continue the Basic Accidental coverage in force on the date you retire, provided you have been insured continuously under the Basic Accidental coverage for 6 months immediately preceding retirement.

Continuation of this coverage does not apply to an insured employee who is disabled immediately preceding this early retirement or approved for coverage under the *Waiver of Premium for the Long-Term Disability benefit*.

Coverage will end after the earlier of:

- the last day of the month following 5 years from your early retirement date, or

- the last day of the month in which you reach age 65.

Optional accidental coverage for you

Amount

You can choose coverage in units of \$25,000. The maximum amount of coverage is \$300,000.

Coverage ends

Your coverage will end on the last day of the month in which you retire or reach age 70, whichever is earlier. Coverage may also end on an earlier date, as specified in *General Information*.

Optional accidental coverage for your dependents

Amount

Dependents are covered for the following percentage of the Employee's Optional Accidental Death and Dismemberment coverage:

Spouse and children

Spouse – 40% of your coverage.

Each child – 5% of your coverage.

Spouse only (no children)

Spouse – 50% of your coverage.

Children only (no spouse)

Each child – 10% of your coverage.

However, if an eligible dependent child sustains a covered loss, other than accidental loss of life:

Children and Spouse

Each child – 10% of your Optional Accidental Death & Dismemberment coverage.

Children only (no spouse)

Each child – 20% of your Optional Accidental Death & Dismemberment coverage.

Coverage ends (spouse)

Coverage for your spouse will end on the last day of the month in which you retire or reach age 70, or when your spouse reaches age 70, whichever is earlier. Coverage may also end on an earlier date, as specified in *General Information*.

**Coverage ends
(children)**

Coverage for your children will end on the last day of the month in which you retire or reach age 70, whichever is earlier. Coverage may also end on an earlier date, as specified in *General Information*.

What we will pay

We will pay for this benefit if you or your spouse:

- accidentally drown.
- disappear in an accident while travelling. This only applies if the means of transportation disappears, sinks, is wrecked, forced to land or stranded and the body is not found within one year. There must be no evidence that you or your spouse are still alive.
- are in an accident or exposed to the elements and, as a direct result, you or your spouse suffer one of the losses listed below within one year of that accident or exposure.

The amount that we will pay is a percentage of the Accidental Death and Dismemberment coverage. The percentage depends on the loss suffered. The following table shows the percentages we use to determine the payment.

TABLE OF LOSSES

Loss of life	100%
Loss of both arms or both legs	100%
Loss of both hands or both feet	100%
Loss of one hand and one foot	100%
Loss of one hand or one foot, and entire sight of one eye	100%
Loss of one arm or one leg	75%
Loss of one hand or one foot	75%
Loss of four fingers on the same hand	33 1/3%
Loss of thumb and index finger on the same hand	33 1/3%
Loss of four toes on the same foot	25%
Loss of use of both arms or both legs	100%
Loss of use of both hands or both feet	100%

Loss of use of one arm or one leg	75%
Loss of use of one hand or one foot	75%
Loss of entire sight of both eyes	100%
Loss of speech and loss of hearing in both ears	100%
Loss of entire sight of one eye	75%
Loss of speech	75%
Loss of hearing in both ears	75%
Loss of hearing in one ear	25%
Quadriplegia	200%
Paraplegia	200%
Hemiplegia	200%

Only the largest percentage is paid for injuries to the same limb resulting from the same accident. We will not pay more than 100% of the amount of coverage if an accident results in more than one loss. This does not include quadriplegia, paraplegia or hemiplegia, where we will pay a maximum of 200%.

Loss of an arm means that it was severed at or above the elbow. Loss of a hand means that it was severed at or above the wrist. Loss of a leg means that it was severed at or above the knee. Loss of a foot means that it was severed at or above the ankle. Loss of a thumb, finger or toe means that it was severed at or above the first joint from the hand or foot. Loss of sight, speech or hearing must be total and permanent.

Loss of use must be total and must have continued for at least one year. Before we pay the benefit, you must provide proof that the loss is permanent.

Limit on benefit amounts

If more than one person covered by the group contract is eligible for benefits resulting from the same accident, Sun Life will pay up to a maximum of \$3,000,000 for all claims related to the accident.

If the total amount of benefits payable for the accident is more than \$3,000,000, then we will pay for each person a percentage of the

\$3,000,000 that is equal to the percentage the person would have received of the total payable.

Repatriation benefit

If you **die** as a direct result of **an** accident 100 kilometres **or** more from home, we will pay up to \$10,000 for the preparation and transportation of the body for burial or cremation. We will pay the usual and reasonable expenses for this service. We will not pay for this service to the extent that it is reimbursed from other sources or covered under another benefit of this plan.

We may pay this benefit to any person who paid for the repatriation or has a claim for repatriation expenses against your estate. **As** long as this payment is made in good faith, Sun Life will be fully discharged to the extent of the payment.

Rehabilitation program

If you suffer a loss, other than a loss of life, we will pay up to \$10,000 of your rehabilitation expenses. We will only pay for the usual **and** reasonable expenses connected with a rehabilitation program. This does not include ordinary living expenses such as room, board, travelling or clothing.

We must approve the rehabilitation program and the expenses must be incurred within 3 years of the accident and while you are covered for this benefit. We will not pay for this service to the extent that it is reimbursed from other sources or covered under another benefit of this plan.

Our approval of the rehabilitation program will be based on the likelihood that it will be successful. The rehabilitation will be made up of training required, because of the loss, to prepare you for a new occupation.

Spouse occupational training benefit

If you die as a direct result of an accident, we will pay up to \$5,000 to your spouse for occupational training. The training must be for a job that your spouse was not previously qualified for. We will only pay for the usual and reasonable expenses connected with an occupational training program. This does not include ordinary living expenses such as room, board, travelling or clothing.

We must approve the expenses and all expenses must be incurred within 3 years of the date of the accident. We will not pay for this service to the extent that it is reimbursed from other sources or covered under another benefit of this plan.

Our approval of the training program will be based on the likelihood that it will be successful.

Child education benefit

If you die as a direct result of an accident, we will pay for a dependent child's tuition fees in a post-secondary school. We will pay the child 5% of the amount of coverage up to \$5,000, each year up to a maximum of 4 years. **The** child must enrol as a full-time student within one year of your death.

We will only pay for the usual and reasonable tuition expenses. This does not include ordinary living expenses such as room, board, travelling or clothing. This also does not include education expenses incurred prior to your death.

Family transportation benefit

If you suffer a loss as a direct result of **an** accident and are hospitalized at least 150 kilometres from home, we will pay up to \$5,000 for the usual and reasonable cost of hotel accommodations close to the hospital while you are hospitalized and for the travel expenses of an immediate family member. **An** immediate family member means a spouse, parent, child, brother or sister.

We will only pay for the usual and reasonable travel expenses. We will pay for car travel at a rate of \$0.20 per kilometre. Transportation must be by the most direct route to and from the hospital. We will not pay for this service to the extent that it is reimbursed from other sources or covered under another benefit of this plan.

Coverage during total disability

If you become totally disabled while covered and premiums are no longer payable for Life coverage, this Accidental Death and Dismemberment coverage will continue without the payment of premiums, but not beyond age 65, for as long as premiums are not payable for your Life coverage.

Any amount of coverage continued is subject to the terms of this group plan when total disability began.

What is not covered We will not pay for losses that are the result of

- self-inflicted injuries, by firearm or otherwise.
- a drug overdose.
- carbon monoxide inhalation.
- attempted suicide or suicide while sane or insane.
- flying in, descending from or being exposed to any hazard related to an aircraft while
 - receiving flying lessons.
 - performing any duties in connection with the aircraft.
 - being flown for a parachute jump
 - a member of the armed forces if the aircraft is under the control of or chartered by the armed forces.
- the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.
- full-time service in the armed forces of any country
- participation in a criminal offence

Converting coverage If your Accidental Death and Dismemberment coverage ends or reduces, for any reason other than your request, and if you apply to convert your group Life coverage to an individual Life policy, you may also apply at that time to have an Accidental Death benefit attached to the individual Life policy.

This applies to your spouse's coverage as well.

There are a number of rules and conditions in the group contract that apply to converting this coverage, including the maximum amount that can be converted. Please contact your employer for details.

When and how to make a claim

For any loss other than death, the claim must be received by Sun Life within one year after the loss.

If the claim is the result of a death, the claim should be made as soon as possible after the death occurred.

Claim forms are available from your employer

Respecting Your Privacy

Within the Sun Life Financial group of companies, protecting your privacy is a priority. We maintain a confidential file in our offices containing personal information about you and your contract(s) with us. Our files are kept for the purpose of providing you with insurance and investment products or services that will help you meet your lifetime financial objectives. Access to your personal information is restricted to those employees and representatives who are responsible for the administration and servicing of your contract(s) with us, or any other person whom you authorize. You are entitled to consult the information contained in our file and, if applicable, to have it corrected by sending a written request to us.

To find out about our Privacy Policy, visit our Web site at *www.sunlife.ca*, call 1 800 361-6212, or send a written request by e-mail to *privacyofficer@sunlife.com*, or by mail to Privacy Officer, Sun Life Financial, 225 King St. West, Toronto, ON M5V 3C5 to request that a copy of our Privacy Brochure be sent to you.

108

NEWS GROUP -SENIORITY LIST										
August 8, 2006										
	Last Name	First Name	Classification					Vacation Ann. Date	Start Date	Sen. Date
1	Schultz	Al	Shipper/Receiver							
2	Gabriel	Brian	Driver		Victoria			05/01/67	05/03/67	05/03/67
3	Miller	Gerry	Driver					05/01/68	01/08/68	01/09/68
4	Sabourin	Ray	Mag Tie-Line					05/01/69	09/23/68	09/23/68
5	Bennett	Doug	Driver		Nanaimo			05/01/69	04/01/69	04/01/69
6	Allmen	Wendy	Novels-Order Picking					05/01/69	09/11/69	09/11/69
7	Richards	Terry	Scan-set	Pm Shift				05/01/69	11/05/69	11/05/69
8	Stewart	Dave	Driver		Victoria			05/01/71	11/22/71	11/22/71
9	Bibb	Robert	Driver		Victoria			05/01/72	09/05/72	09/05/72
10	Uren	Ted	Relief Driver					05/01/73	02/19/73	02/19/73
11	Bush	Wayne	Scanner					05/01/74	07/30/73	07/30/73
12	Foster*	Leslie	Novels-Data Entry					05/01/74	07/29/74	07/29/74
13	Sangster	Brenda	Receptionist/AR					05/01/75	01/02/75	01/02/75
14	Doidge	Debbie	Special Order Clerk					05/01/75	01/06/75	01/06/75
15	Studnicki	Rick	General Novels	Book JRD				05/01/75	03/03/75	03/03/75
16	Briere	Audrey	Special Order Clerk					05/01/75	09/22/75	09/22/75
17	Very	Lee	Driver					05/01/76	05/17/76	05/17/76
18	Racanelli	John	Driver					05/01/77	06/21/76	06/21/76
19	Parsons	Steve	Driver					05/01/77	09/07/76	09/07/76
20	Depencier	Dale	Driver					05/01/77	01/19/77	01/19/77
21	Prouten	Chris	Driver					05/01/77	01/23/77	01/23/77
22	Mortimer	Tom	Driver					05/01/78	09/06/77	09/06/77
23	Moore	Ross	Scan-set					05/01/78	01/30/78	01/30/78
24	Tucker	Bill	Driver					05/01/78	04/26/78	04/26/78
25	Lumsden	Bill	Driver					05/01/78	06/04/78	06/04/78
26	Linke	Mark	Driver					05/01/78	06/06/78	06/06/78
27	Ousey	Rob	Shipper/Receiver					05/01/79	07/11/78	07/11/78
28	Greer	Gary	Driver					05/01/79	09/15/78	09/15/78
29	Peluso	Luigi	Mag Tie-Line					05/01/78	09/25/78	09/25/78
30	Hanley	Judy	General Warehouse					05/01/79	10/02/78	10/02/78
31	Sherstobitoff*	Bill	Driver					05/01/79	01/16/79	01/16/79
32	Harvie	Susan	Distribution					05/01/79	01/28/79	01/28/79
33	Andrews	Cheryl	Novels-Order Picking					05/01/79	05/28/79	05/28/79
34	Pirito	Rocco	General Novels					05/01/79	08/23/79	08/23/79
35	Cristiano	Sam	Novel Tie-Line					05/01/80	10/07/79	10/07/79
36	Tsang	Edmond	A/P					05/01/80	03/31/80	03/31/80
37	O'Neill	Kevin	Driver					05/01/80	07/30/80	07/30/80
38	Livingstone	Charlie	Driver			Steward		05/01/81	08/25/80	08/25/80
39	Greer	Lauriel	Scanner					05/01/81	09/08/80	09/08/80
40	Aitken	Jamie	General Warehouse					05/01/80	09/11/80	09/11/80
41	Ousey	Ron	Shipper/Receiver					05/01/81	11/24/80	11/24/80
42	Barnson	Lori	Novels-Data Entry					05/01/80	12/12/80	12/12/80
43	Sutherland	Barry	Scanner					05/01/81	04/01/81	04/01/81
44	Clarke	Therisa	Novels-Rec>Returns					05/01/81	09/14/81	09/14/81
								05/01/81	09/21/81	09/21/81

45	Triplett	Donna	Driver		Nanaimo				05/01/81	09/21/81	09/21/81
46	Nguyen	Thang	Driver						05/01/81	10/19/81	01/19/81
47	Bieker	Ed	Special Order Clerk						05/01/82	02/08/82	02/08/82
48	Alles (nee Ferjan*)	Linda	Computer						05/01/82	04/01/82	04/01/82
49	Barnson	Janice	Novels-Rec>Returns			Steward		F.A.A.	05/01/83	09/12/83	09/12/83
50	Clarke	Grant	Relief Driver						05/01/83	09/12/83	09/12/83
51	Funk	Gail	Novels-Order Picking						05/01/83	09/13/83	09/13/83
52	Cameron	Lynda	Scanner						05/01/83	09/13/83	09/13/83
53	Richards	Brian	Novels-Order Pickin	Pm Shift					05/01/83	09/15/83	09/15/83
54	Lutz	Ken	Maintenance						05/01/83	11/01/83	11/01/83
55	Johnson	Doug	Driver						05/01/83	11/21/83	11/21/83
56	Caouette	Sheila	Novel Tie-Line						05/01/84	01/16/84	01/16/84
57	Graves	Jerine	Novels-Rec>Returns						05/01/84	03/12/84	03/12/84
58	Salisbury	Dave	Driver						05/01/84	06/25/84	06/25/84
59	Robinson	Sandi	General Novels						05/01/84	10/05/84	10/05/84
60	Terris	Len	Driver						05/01/84	12/09/84	12/09/84
61	Rezansoff	Dale	Driver						05/01/85	02/12/85	02/12/85
62	Freund	Terry	General Novels						05/01/85	03/28/85	03/28/85
63	Faust	Gary	Driver						05/01/86	05/06/86	05/06/86
64	Le	Richard	Mag Tie-Line				Lead Hand		05/01/86	05/06/86	05/06/86
65	Shattford	Ron	Novel Tie-Line						05/01/86	05/07/86	05/07/86
66	Lai	Frank	Driver						05/01/86	07/22/86	07/22/86
67	Harvie	Neil	Scanner						05/01/86	07/22/86	07/22/86
68	Townsend	Mike	Scan-set	Pm Shift		Steward			05/01/87	04/02/87	04/02/87
69	Schendel	Dave	Driver						05/01/87	07/21/87	07/21/87
70	Mazerall	Burt	Driver						05/01/87	12/15/87	12/15/87
71	Nguyen	Nhuan	General Warehouse						05/01/88	04/19/88	04/19/88
72	Nguyen	Kim	Scanner						05/01/89	06/17/88	06/17/88
73	Herman	Bob	Driver						05/01/89	08/16/88	08/16/88
74	Nord	Debbie	Computer						05/01/90	06/21/89	06/21/89
75	Scott	Angie	Scan-set	JRD					05/01/90	08/10/89	08/10/89
76	Sztefkova	Jarmilla	Scanner						05/01/90	08/16/89	08/16/89
77	Heer	Jasminder	General Warehouse						05/01/90	12/11/89	12/11/89
78	Barnson	Gerry	General Warehouse						05/01/92	07/30/91	08/18/92
79	Faulkner	Bill	Driver						05/01/92	08/02/91	09/10/92
80	Howard	Nathan	Scanner	Pm Shift					05/01/94	01/26/94	09/13/94
81	Otter	Dale	Driver						05/01/94	02/22/94	09/19/94
82	Lutley	Paula	Scanner	Distribution Relief					05/01/94	02/02/94	09/20/94
83	Peacock	Dave	Shipper/Receiver	Pm Shift					05/01/94	03/15/94	01/05/95
84	McKay	Barb	Scanner						05/01/94	03/09/94	01/23/95
85	Salter	Christie	Computer				Lead Hand		05/01/95	08/02/94	12/15/95
86	Ditomaso	Silvio	Driver						05/01/96	04/12/96	04/12/96
87	Edwards	Mike	Shipper/Receiver						05/01/96	08/16/96	08/16/96
88	Bouchard	Cindy	Scanner						05/01/96	09/13/96	09/13/96
89	Sengara	Mark	General Warehouse						05/01/98	01/26/98	01/26/98
90	Hamaguchi	Alan	Driver						05/01/98	02/02/98	02/02/98
91	Singh	Namrata	Distribution						05/01/98	02/09/98	02/09/98

THE NEWS GROUP - IN-STORE MERCHANDISER SENIORITY LIST				August 8, 2006			
	Last Name	First Name	Classification		Vac. Ann. Date	Start Date	Seniority Date
1	O'Brien	Terry	I.S.M. Victoria		02/14/77	10/01/75	02/14/77
2	Parsons	Nicole	I.S.M. Vancouver		05/01/00	03/01/00	03/01/00
3	Newman	Laura	I.S.M. Vancouver		05/01/01	02/12/01	02/12/01
4	Barnett	Colleen	I.S.M. Victoria		05/01/99	09/21/98	04/27/02
5	Mitchell	Laurie	I.S.M. Victoria		05/01/99	09/21/98	04/27/02
6	Davidson	Kevin	I.S.M. Victoria		05/01/00	05/17/99	04/27/02
7	Pakos	Bonnie	I.S.M. Victoria		05/01/00	05/17/99	04/27/02
8	Lannen	Karen	I.S.M. Courtney		05/01/02	01/05/01	04/27/02
9	Bruessler (nee Matt)	Rachel	I.S.M. Nanaimo		05/01/05	02/06/02	02/06/02
10	George	Jeff	I.S.M. Courtney		05/01/00	03/15/02	04/27/02
11	Keep	Jenny	I.S.M. Victoria		05/01/02	09/03/02	09/03/02
12	Torres	Antonio	I.S.M. Vancouver		05/01/02	09/26/02	09/26/02
13	Pirito	John	I.S.M. Vancouver		05/01/04	07/07/03	07/07/03
14	Maurice	Jennifer	I.S.M. Vancouver		05/01/04	07/07/03	07/07/03
15	Lock	Georgina	I.S.M. Victoria		05/01/04	09/23/03	09/23/03
16	Cole	Jackie	I.S.M. Nanaimo		05/01/04	12/22/03	12/22/03
17	Harrison	Julie	I.S.M. Vancouver	Steward	05/01/04	03/04/04	03/04/04
18	Naano-Vasik	Christina	I.S.M. Vancouver		05/01/04	03/05/04	03/05/04
19	Lai	Andy	I.S.M. Vancouver		05/01/04	03/23/04	03/23/04
20	Tetlock	Shawn	I.S.M. Nanaimo		05/01/05	05/18/04	05/18/04
21	Vallee	Catherine	I.S.M. Nanaimo		05/01/05	07/06/04	07/06/04
22	Giannublio	Alev	I.S.M. Vancouver		05/01/05	09/16/04	09/16/04
23	House	Kelly	I.S.M. Vancouver		05/01/05	02/21/05	02/21/05
24	Bristow	Heather	I.S.M. Vancouver		05/01/05	02/21/05	02/21/05
25	Snow	Mark	I.S.M. Nanaimo		05/01/05	03/24/05	03/24/05
26	Roosma	Kathy	I.S.M. Nanaimo		05/01/06	06/08/05	Probation
27	Mennie	Kelly	I.S.M. Vancouver		05/01/06	06/30/05	06/30/05
28	Howard	Melanie	I.S.M. Nanaimo		05/01/06	07/04/05	07/04/05
29	Pawluk	Angie	I.S.M. Vancouver		05/01/06	07/12/05	07/12/05
30	Dufault	Carol	I.S.M. Victoria		05/01/06	10/12/05	10/12/05
31	Tomporowski	Noranda	I.S.M. Victoria		05/01/06	12/05/05	Probation
32	Smith	David	I.S.M. Vancouver		05/01/06	12/13/05	Probation
33	Tom	Alex	I.S.M. Vancouver		05/01/06	01/16/06	01/16/06
34	Maclean	Rhonda	I.S.M. Vancouver		05/01/06	02/07/06	Probation
35	Bernicot	Cindy	I.S.M. Vancouver		05/01/06	02/16/06	Probation

113