

COLLECTIVE AGREEMENT

between

**O-PEE-CHEE COMPANY
LIMITED**

and

**GLASS, MOLDERS, POTTERY,
PLASTICS, & ALLIED WORKERS
INTERNATIONAL UNION
AFL-CIO, CLC**

LOCAL UNION #49

LONDON, ONTARIO

Expiry Date: April 30, 1999

DEC - 2 1996

00573 (06)

TABLE OF CONTENTS

	PAGE
Article 1 - Purpose	1
Article 2 - Union Representation	2
Article 3 - Reservation of Management Rights	2
Article 4 - Strikes and Lockouts	3
Article 5 - Union Membership and Check-Off	3
Article 6 - Union Affairs	4
Article 7 - Adjustment of Disputes and Grievances.....	6
Article 8 - Arbitration	10
Article 9 - Seniority and Promotions	12
Article 10 - Leave	18
Article 11 - Bulletin Board	20
Article 12 - Wages and Other Allowances	21
Article 13 - Hours of Work and Overtime	23
Article 14 - Rest Periods	26
Article 15 - Reporting for Work and Call-In	27
Article 16 - Safety and Health	28
Article 17 - Insurance Plans	31
Article 18 - Pension	33
Article 19 - Paid Holidays	33
Article 20 - Vacations	35
Article 21 - Limitations of Work by Supervisor	37
Article 22 - Paid Education Leave	37
Article 23 - Tool Allowance	38
Article 24 - Students	38
Article 25 - Duration	39
Schedule "A"	41
Schedule "B"	42
Letters of Understanding	43

COLLECTIVE AGREEMENT

BETWEEN:

O-PEE-CHEE COMPANY LIMITED
(hereinafter referred to as "The Company")

AND

**GLASS, MOLDERS, POTTERY, PLASTICS
AND ALLIED WORKERS UNION**
(hereinafter referred to as the "Union" through its
Local #49)

GENERAL

Wherever the masculine is used in this Agreement, it shall be construed as if the feminine had been used where the context so requires, and the rest of the sentence shall be construed as if the grammatical and **terminological** changes thereby rendered necessary have been made.

ARTICLE 1 – PURPOSE

1.01 It is the intent and purpose of the parties hereto set forth herein the basic agreements covering wages, hours of work, other conditions of employment, and the methods of adjusting alleged grievances to be observed between the parties hereto, covering the employees defined in the recognition clause.

1.02 Where any clause or provision of this Collective Agreement is contrary to legislation which affects the parties, such legislation shall override the particular clause or provision.

ARTICLE 2 – UNION RECOGNITION

2.01 The Company recognizes the Union as the sole bargaining agent for all the employees of the Company save and except supervisors, persons above the rank of supervisor and office staff.

ARTICLE 3 – RESERVATION OF MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order, discipline and efficiency.
- (b) Hire, promote, demote, transfer, reclassify, discipline or suspend employees, to discharge any employee for proper cause, provided that a claim by an employee who has acquired seniority that he has been discharged without proper cause may be the subject of a grievance and dealt with as provided in clause 7.04 of this Agreement.
- (c) Operate and manage its business in all respects in accordance with its commitments and responsibilities and in pursuance of its policies; decide on the number of employees needed in any classification; establish job qualifications; determine the location of plants, the product to be manufactured, the schedules of production and sales; decide on the methods, processes and means of manufacturing and distributing and on the extension, curtailment or cessation of operations.

3.02 The Company agrees that the exercise of the above functions shall not be inconsistent with the provisions of this Agreement.

ARTICLE 4 – STRIKES AND LOCKOUTS

4.01 The Union agrees that there will be no strikes or other activity on the part of employees which will halt, limit or interfere with normal business procedures during the life of this Agreement.

4.02 The Company agrees that there will be no lockout of employees during the life of this Agreement.

ARTICLE 5 – UNION MEMBERSHIP AND CHECK-OFF

5.01 All present employees who are members of the Union shall be required to remain members of the Union during the term of this Agreement. Newly-hired employees will be required to become members of the Union and shall pay Union dues as defined below.

5.02 The Financial Secretary of the Local Union will keep the Company currently advised in writing of the amount of initiation fees and also of the amount of the regular monthly Union dues.

5.03 The Company agrees to deduct from its employees the regular monthly Union dues, and in the case of new employees, the regular initiation fee. Such dues deductions will be made from the first pay received by each employee in each calendar month, and the initiation fees commencing in

the third month of the employee's service, and will be remitted to the Secretary-Treasurer of the International Union and the Secretary-Treasurer of the Local Union, in the amounts specified by the International, by the fifteenth (15th) day of each month along with a list of names showing from whom the deductions were made.

5.04 Except in the case of lay-off, when the dues check-off deduction coincides with the issuance of an employee's vacation pay, Union dues will be deducted from such pay.

5.05 The Union agrees to save the Company harmless from any and all claims for amounts deducted from pay and remitted under the terms of this Article.

ARTICLE 6 – UNION AFFAIRS

6.01 The Union and the Company agree that there will be no intimidation, interference, restraint or coercion exercised or practice by either of them or their representatives, upon employees of the Company because of membership or non-membership in the Union.

6.02 The Union will select or appoint not less than four (4) stewards or more than seven (7) stewards plus a Plant Chairperson to represent employees in presenting their grievances under Article 7 of this Agreement.

6.03 The Company acknowledges the right of the Union to select or appoint a Negotiating Committee of five (5) employees including the Plant Chairperson. Those members of the Negotiating Committee who are in attendance at negotiation meetings with the Company except mediation shall be paid their regular straight time hourly rate for their

regularly scheduled hours the day of said meeting.

It shall be the Negotiation Committee's function to meet with the Company to negotiate the renewal and modification of this Agreement at the expiration of the current Agreement.

6.04 The Union shall notify the Company in writing of the names of stewards, committee members and the Plant Chairperson and any alterations thereto. The Company shall not be required to **recognize** any steward or committee member or the Plant Chairperson until such notification from the Union has been received.

6.05 The Company agrees to schedule a meeting place at the request of a Union steward or the Plant Chairperson to deal with employee concerns or grievances. The Company will supply an office for the use of the Union Committee.

The Union agrees that committee members, stewards and the Plant Chairperson have their regular duties to perform on behalf of the Company and they will not leave their regular duties without first receiving permission from their supervisor. Such permission will not be unreasonably withheld. Committee members, stewards and the Plant Chairperson will return to their regular duties as expeditiously as possible.

6.06

- a) Committee members, stewards and the Plant Chairperson shall receive their scheduled job rate during meetings held with Company representatives during their normally scheduled hours of work.
- b) Employees processing a grievance under Article 7 shall

receive their regular straight time hourly rate during their normally scheduled hours of work.

- c) Payment under (a) and (b) above shall not include time spent in either Mediation or Arbitration proceedings.

6.07 The Company shall not unreasonably withhold permission for staff officers of the Union to confer with the Plant Chairperson or stewards on request to the Human Resources Department.

ARTICLE 7 – ADJUSTMENTS OF DISPUTES AND GRIEVANCES

7.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor an opportunity to adjust the complaint. If an employee has a complaint, he shall discuss it with his immediate supervisor within five (5) working days after the circumstances giving rise to the complaint occurred. The immediate supervisor shall give his decision to the employee within three (3) working days following presentation of the complaint to him.

Failing settlement, the complaint may then be taken up as a grievance within three (3) working days as follows:

STEP NO. 1

An employee with a grievance shall present a signed, written complete statement outlining in detail the circumstances as well as the redress sought, to his immediate supervisor either directly or with the assistance of the steward. The immediate supervisor shall give his decision in

writing to the employee within three (3) working days following presentation of the grievance to him.

STEP NO. 2

If the matter is not satisfactorily adjusted in Step No. 1, the employee either alone or through his steward or with him, may then take the written grievance up with the Manager or his designate in charge of that Department within three (3) working days after the date of the immediate supervisor's reply. Within three (3) working days of receipt of the grievance in this Step No. 2, the Manager shall give his decision in writing to the **grievor** and a copy to the steward.

STEP NO. 3

If such grievance is not satisfactorily adjusted with the Manager in Step No. 2, it may be submitted in writing to the Vice-President - Manufacturing or his delegate within five (5) working days after the date of the Step No. 2 reply. Within five (5) working days of receipt of the grievance in this Step No. 3, a meeting will be arranged to discuss the grievance. At this meeting, the **grievor**, the steward concerned, the Plant chairperson and a staff officer from the Union may be present at the request of either party. The Company may also have other management representatives in attendance. The Vice-President - Manufacturing shall give his decision in writing to the Plant chairperson, with a copy sent to the staff officer from the Union, within five (5) working days following the date of the meeting.

7.02 Should any grievance not be submitted in writing within the time limits specified in this Article 7, it shall be considered to have been settled on the basis of the Company's reply to the grievance. If no written answer has been given to the grievance within the time limits specified, the employee shall be entitled to submit the grievance to the

next stage including Arbitration.

7.03

- a) The Union may file a "Policy Grievance" at Step No. 3 of the grievance procedure A "Policy Grievance" is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be handled as an individual employee grievance commencing at Step No. 1. Such "Policy Grievance" shall be in writing and signed by the Plant Chairperson,
- b) The Company shall have the right to lodge a grievance with the Union concerning the application or interpretation of any provision of this Agreement. The grievance shall first be presented in writing to the Union and a meeting will be held within five (5) working days between representatives of the Company and the Union and the grievance shall be answered in writing by the Union within five (5) working days of such meeting.

7.04 An employee who has acquired seniority under this Agreement claiming that he has been discharged from employment without just cause may file a written statement of such claim at Step No. 3 of the grievance procedure providing such claim is lodged with the Vice-President - Manufacturing or his delegate within three (3) working days of the discharge.

7.05 An employee who has acquired seniority under this Agreement claiming that he has been laid off without just cause may **file** a written statement of such claim at Step No 2 of the grievance procedure provided such claim is lodged with the Manager or delegate in charge of that Department

within **five (5)** working days after the circumstances giving rise to the grievance.

7.06 The term “working days” in this Article shall mean plant working days.

7.07 Any steps of the Grievance Procedure may be waived by mutual agreement in writing between the Company and the Union.

7.08 Any employee receiving a disciplinary notation on his record will have such notation cancelled if the employee serves a period of twelve (**12**) months without a further disciplinary notation on his file. The Plant Chairperson shall be given a copy of all disciplinary notations being entered on an employee’s file.

7.09 Failing settlement under the foregoing procedures of any grievance arising from the interpretation, application, non-application or violation of any provisions of this Agreement, including any questions as to whether a matter is **arbitrable** or in the case of an employee who has acquired seniority under this Agreement, a grievance alleging that he has been discharged without just cause, such a grievance may be submitted to Arbitration as provided in Article **8**, providing a written request for Arbitration is received within ten (**10**) working days after the final decision is given in Step No. **3**.

7.10 Time limits fixed in this Article may be extended by mutual agreement in writing between the Company and the Union.

ARTICLE 8 – ARBITRATION

8.01

- a) A complaint regarding the meaning, interpretation, application or alleged violation of this Agreement including a Union or Company Policy grievance as defined in Article 7, paragraph 7.03, or an allegation by an employee who has acquired seniority that he has been discharged without cause, which has been properly carried through all the requisite steps of the Grievance Procedure outlined in Article 7 and which has not been settled or abandoned, may be referred to a single Arbitrator, at the written request of either of the parties hereto in accordance with Article 7, paragraph 7.09.

- b) The party requesting Arbitration shall advise the other party by registered mail stating the matter to be arbitrated and the name of three arbitrators. The recipient of such notice shall, by return mail, acknowledge receipt of such advice and, at the same time, provide the name of the arbitrator, if any, that it selects from the three names or the names of other arbitrators.

- c) If either of the parties fails to appoint an arbitrator, or if the parties fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it.

- d) The parties may mutually agree to the appointment of a board of arbitration. If the parties agree to a board of arbitration the requesting party shall inform the other

party of the name of an appointee to a board of arbitration.

Within five (5) days the other party shall inform the requesting party of the name of its appointee to the arbitration board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairperson. If either of the parties fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairperson governs.

8.02 The Arbitrator, or a Board of Arbitration, will not have the authority to alter, modify, or amend any part of this Agreement or, to make any decision inconsistent therewith, nor deal with any matter not covered by this Agreement.

8.03 An employee is obligated to mitigate damages and any monetary adjustments will be reduced by any employment related income received by the **grievor** for the period applicable.

8.04 Time limits **fixed** in this Article may be extended by mutual agreement in writing between the Company and the Union.

ARTICLE 9 – SENIORITY AND PROMOTIONS

9.01 Seniority is based upon the length of continuous service with the Company.

9.02 An initial seniority list shall be established at the signing of this Agreement and shall be brought up to date every six (6) months thereafter. Only employees who have completed the probationary period shall be shown on the seniority list.

9.03

- a) An employee shall be considered a probationary employee until he has worked a total of forty-five (45) days or longer if mutually agreed upon by the parties, within any continuous six (6) month period, and during this period he shall have no seniority rights.
- b) It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and may be discharged for just cause at any time at the sole discretion of the Company.
- c) The parties agree that the discharge of a probationary employee for just cause shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.

9.04

- a) On successful completion of the probationary period an employee shall be placed on regular staff, his name shall be placed on the seniority list and his seniority shall date back to his last date of hire.

- b) In the event two (2) or more employees were hired on the same day, their seniority shall be determined in the following sequence:
 - i) date application is received by Human Resources;
 - ii) time application is received by Human Resources.

This provision will only affect those employees who were hired after March 1, 1983.

9.05 Seniority will continue to accumulate during any authorised leave of absence, including vacations, provided for in this Collective Agreement.

9.06 In the event of the promotion of any bargaining unit employee to a position which is not subject to this agreement the employee shall have a right to return to the bargaining unit without loss of seniority for a period of six (6) months.

9.07 The Plant Chairperson shall be given notice as soon as possible of any lay-off and it then shall be posted on the bulletin board.

9.08

- a) In the event of a lay-off, employees shall be laid off in inverse order of seniority. An employee who is affected by a work shortage and who is subject to lay-off shall be entitled to claim the job held by another employee provided the affected employee possesses the necessary qualifications and ability to perform the job being claimed.

Employees exercising their rights under this clause must return to their posted positions when work becomes available.

- b) For reasons such as raw material shortage and machine breakdown, the Company may lay-off any employee for a temporary period not exceeding three (3) working days, without regard to seniority provided that no individual employee shall be laid off by virtue of this section for more than ten (10) days in any calendar year. In the administration of this clause, any part of a day shall constitute one (1) day.

9.09

- a) Before new employees are hired, the Company will recall employees having seniority on lay-off who possess the necessary qualifications to perform the work available. When such employees are recalled, it shall be on the basis of seniority and qualifications. The Plant Chairperson shall be notified of all recalled employees.
- b) If the anticipated term of work on a recall is for a period of less than one (1) week, the employee will be advised and may elect to decline the recall without losing seniority under the provisions of 9.10 (a) (6).

9.10

- a) An employee's seniority shall be terminated and he shall be deemed to lose all status as an employee if:
1. He is laid off for a continuous period equal to one-half ($\frac{1}{2}$) the employee's seniority at the time of lay-off up to a maximum of eighteen (18) months; or
 2. He retires or is retired; or
 3. He is discharged and not reinstated in accordance with the grievance procedure; or

4. He is absent from work for a period in excess of three (3) working days without notifying the Company unless he subsequently satisfies the Company that his failure to so notify was for reasons beyond his control: or
 5. He voluntarily leaves the employ of the Company; or
 6. He fails to reply to a recall within forty-eight (48) hours of notification of such recall to his last known address, or subsequently fails to report for work within three (3) further days following such reply; or
 7. He uses a leave of absence for a purpose other than that for which it was granted; or
 8. He fails to return to work within twenty-four (24) months following the commencement of an absence due to an illness or accident.
- b) A person receiving Workers Compensation shall not lose seniority under Clause 9.10 (a) (8) above, until a qualified physician or the Workers' Compensation Board has determined that he will be unable to return to work or until thirty (30) months have elapsed, whichever occurs **first**.

9.11

- a) The term "vacancy" as used in this Agreement shall be defined as any job opening of more than thirty (30) working days duration except that vacancies of more than thirty (30) working days caused by employees being on vacation; or off due to compensable or **non-compensable** accident or illness; or on an approved leave

of absence shall be considered temporary. Temporary vacancies shall be posted. Employees filling these positions shall not be deemed to have exercised a bid under Article 9.1 l(c).

- b) In the event new positions are created and established which are expected to exceed thirty (30) working days or a vacancy other than a temporary vacancy occurs in an existing position which the Company wished to fill, the available position will be posted on the Company's bulletin boards for a period of three (3) working days in order that employees may apply for such position.

The posting notice will specify the nature of the job, the qualifications required, the number of vacancies, the rate of pay and date of commencement of the job.

A copy of all postings will be given to the Plant Chairperson.

- c) No employee may change jobs through the exercise of job bidding under this Article more than twice in any twelve (12) month period.

9.12

- a) The Company shall make a selection within five (5) working days of the termination of the posting period from those applicants who are deemed to have the necessary skill and ability to perform the requirements of the position in a satisfactory manner. The position shall be assigned to the most senior of such applicants.
- b) Where the senior applicant is selected with or without an interview, there will be no requirements for the Company to interview less senior applicants.

- c) The Company shall not hire any outside applicants until all applications from present employees are considered.
- d) The Plant Chairperson shall be advised of all successful applicants and the names of all applicants shall be made available to him on request.
- e) Where an applicant is awarded a job through the job posting procedure, he shall be eligible for a training period. Such training period as determined by the Company will be from a minimum of two (2) working days for positions which demand lesser skills to a maximum of thirty (30) working days for more skilled positions.

In the event the applicant proves unsatisfactory or finds that he is unable to perform the duties of the job within a fifteen (15) working day period, he shall be returned to his former position without loss of seniority and with the current rate of wages for said former position. This shall not be considered a job bid as described in Article 9.1 l(c).

In the event an employee is returned to his former position, any other employees who had been promoted or transferred as a result of the promotion or transfer of the returning employee shall be returned to their former positions without loss of seniority and with the current rate of wages for said former positions.

9.13 When an employee is to be laid off for a contemplated period of less than thirteen (13) weeks, it is not necessary for the Company to issue vacation pay unless requested to do so by the employee.

9.14

- a) The Plant Chairperson will not be required to work on other than the day shift.

- b) The Plant Chairperson for the purpose of lay-off and or recall will have super seniority after the provisions in 9.08 (a) and 9.08(b) or 9.09 are exhausted. The super seniority will apply in the following manner: firstly to displace the most junior employee in an equal or lower classification for which he has the qualifications and ability to perform the work. Secondly he may displace the most junior employee in a classification for which he has the qualifications and ability to perform the work which is the next highest classification to his posted rate.

ARTICLE 10 – LEAVE

10.01 BEREAVEMENT LEAVE

- a) The Company agrees to allow an employee a leave of absence of up to five (5) working days from the date of the death of the employee's spouse, child, parents or foster parents. A common law spouse is considered as a spouse after one (1) year of cohabitation. The employee shall be paid at his regular straight time hourly rate for all of his regularly scheduled hours that he is absent from work during this period.

- b) In the event of a death in an employee's immediate family (which shall only include sister, half-sister, brother, half-brother, father-in-law, mother-in-law, grandparent, grandchild, person to whom the employee is a court-appointed legal guardian), the Company agrees to continue to pay, on a straight time basis at the regular

straight time hourly rate for the actual time absent from work by each employee of the family but in no case to exceed three (3) regular working days. It is understood that the aforementioned three (3) regular working day period may include one (1) day following the funeral.

- c) In the event of the death of a brother-in-law or sister-in-law the Company agrees to continue to pay, on straight time basis at the regular straight time hourly rate for the actual time absent from work for an employee to attend the funeral, but in no case to exceed one (1) regular working day.

10.02 PERSONAL LEAVE

- a) While it is the exclusive prerogative of the Company to grant a leave of absence, an employee who has completed his probationary period may apply, in writing, for an extended leave of absence without pay for a period not to exceed two (2) months in duration provided the Company is able to replace such employee with a competent trained substitute so as not to interfere with production. The Company shall advise the employee whether or not his request has been granted within one (1) week of receiving such request except any leave of absence requested for the period of July 1st to August 31st. Requests for leaves of absence for the period of July 1st to August 31st shall be submitted to the employee's supervisor between March 1st and April 30th, and the employee shall be advised whether or not his request has been granted by May 15th.
- b) The Company will, if production requirements permit, consider one (1) extra week's leave without pay to allow employees to vacation with their families.

- c) An employee must have used all vacations prior to requesting personal leave.

10.03 JURY DUTY LEAVE

- a) The Company requires five (5) working days' notice or notice on the day of being served for Jury duty or Witness duty. Witness duty is unpaid time off. The Company agrees to pay the difference between a full day's pay at the employee's straight time hourly rate and the amount the employee receives as jury duty pay (excluding payment for travelling, meals, or other expenses) for each day the employee is required to absent himself from work in order to serve on a jury.
- b) Employees on day shift who are on Jury or Witness Duty and are not required and let go by eleven (11:00) o'clock shall go into work for the afternoon,
- c) Employees on other than the day shift who are required for such service in excess of four (4) hours shall not be required to go to work on their normal shift that day.

ARTICLE 11 – BULLETIN BOARD

11.01 The Company shall provide a bulletin board for the use of the Union. The Plant Chairperson or his designate may post notices relating to official Union functions.

11.02 All other matters which the Union may want to post will have to be approved by the Company.

ARTICLE 12 – WAGES AND OTHER ALLOWANCES

12.01 The Company agrees to pay and the Union as the sole bargaining agent for employees of the Company covered by the Agreement, agrees to accept during the life of this Agreement, the scale of wages set forth in Schedules “A”.

12.02 SHIFT PREMIUM

An employee required to work on other than the normally scheduled day shift, will be compensated, in addition to normal earnings, by a premium of: Effective May 1, 1996, thirty-five cents (\$.35) per hour on the afternoon shift and forty cents (\$.40) per hour on the night shift; Effective May 1, 1998, forty cents (\$.40) per hour on the afternoon shift and forty-five cents (\$.45) per hour on the night shift.

12.03 Employees shall be paid either by cheque or by direct deposit into the personal bank account of the employee’s choice. Except in extenuating circumstances, pay cheques shall be available by noon Thursday.

12.04 TEMPORARY TRANSFERS

- a) Employees, who, for the convenience of the Company, are temporarily transferred to a job normally paying a different basic rate shall:
 - i) only be transferred, not to exceed thirty calendar days.
 - ii) retain their scheduled job rate should it be greater than the established basic rate for the job classification to which they are transferred;
 - iii) be paid the basic rate normally paid for the work to which they have been temporarily transferred should it be higher than their scheduled job rate.

12.05 LAY-OFF

An employee who claims a lower rated job under the provisions of Article 9, paragraph 9.08 shall retain his scheduled job rate as shown on the weekly manpower schedule for the balance of the week. Employees shall then receive the job rate of the scheduled job.

12.06 TRAVEL ALLOWANCE

An employee required to use his personal vehicle for business shall be entitled to a travel allowance of: Effective May 1, 1996, twenty-five cents (\$.25); Effective May 1, 1997, twenty-eight cents (\$.28); Effective May 1, 1998, twenty-eight cents (\$.28).

12.07 FIRST AID ATTENDANTS

See Letter of Understanding.

12.08 GROUP LEADER PREMIUM

The Company shall pay a premium of fifty cents (\$.50) per hour for all hours worked by an employee when designated as a group leader by Management.

12.09 ATTENDANCE BONUS

An employee who for a consecutive period of thirteen (13) weeks has not been absent from work, nor late for work more than ten (10) minutes total in any one (1) month, shall be entitled to a period of leave equal to one-half (1/2) of the employee's normal work day, such paid leave to be cumulative and to be taken at such time as approved by the Company.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

13.01 The following paragraphs and clauses are intended to define the normal hours of work for the purpose of calculating overtime and shall not be construed either as a guarantee of any minimum or as a restriction on any maximum number of hours worked.

13.02 The normal work week shall be forty (40) hours comprised of five (5) days of eight hours Monday to Friday inclusive.

13.03

- a) The employee shall be paid overtime at the rate of time and one-half (1-½) his regular straight time hourly rate for all hours worked:
 - i) in excess of eight (8) hours in any one (1) day, and
 - ii) on a Saturday.

- b) The employee shall be paid overtime at the rate of twice (2) his regular straight time hourly rate for all hours worked:
 - i) on a Sunday and
 - ii) on a Paid Holiday.

- c) For the purpose of clause 13.03 (b) above, the shift commencing at 11:00 p.m. Sunday night shall be deemed to be work performed on a Monday.

- d) No pyramiding of hours is permitted. Overtime shall not be paid more than once for the same hours worked. Hours paid does not constitute hours worked for the purposes of overtime.

13.04 The Company will make every effort to notify employees of Saturday overtime by Thursday noon; daily overtime by noon of the day overtime is required.

**13.05 OVERTIME PRIOR TO
OR FOLLOWING A SHIFT**

The Company shall make every effort to offer overtime work among qualified employees who normally perform the work where such work is required by following the procedure outlined in this clause:

- a) Overtime work will first be offered in order of seniority to employees within the classification who are performing the work on the shift.
- b) Where overtime is offered and there are more volunteers than required, overtime assignments shall be made to the most senior of those employees who have volunteered.
- c) Where overtime is offered and there are insufficient volunteers under **13.05 (a)** to meet the requirements, the Company may offer the overtime work in order of seniority to employees within the classification on the shift.
- d) Where overtime is offered and there are insufficient volunteers under **13.05 (c)** to meet the requirements the Company may offer the overtime work in order of seniority to employees who are able to perform the work on the shift.
- e) In the event overtime is offered and there are still insufficient qualified volunteers to meet the requirements, the Company may assign such overtime work to employees within the classification on the shift

but in inverse order of seniority.

13.06 OTHER OVERTIME

- a) The Company shall post a list of overtime required by 2:30 p.m. Wednesday. Employees may sign said list to indicate that they are interested and available to work overtime. Said list shall be taken down by 12:00 noon Thursday and reposted by 2:45 p.m. Thursday indicating overtime assignments.
- b) In the event overtime is offered and there are more volunteers than required, overtime assignments shall be made in the following order:
 - i) in order of seniority to volunteers within the classification;
 - ii) in order of seniority to volunteers within the Plant who are qualified and able to perform the work.
- c) In the event overtime is offered and there are insufficient volunteers who are able to meet the job requirements, the Company may assign such overtime work to employees in the classification, but in inverse order of seniority.
- d) In the event there is a requirement for overtime after the posted assignments, the overtime will be offered in order of seniority to volunteers within the classification. The Company will attempt to contact said employees by telephone. In the event the Company is unable to contact or attract sufficient volunteers to meet the requirements, the Company may assign such overtime work to employees in the classification but in inverse order of seniority.

13.07 Subject to schedules of production, shift starting times will normally be:

11:00 p.m.

7:00 a.m.

3:00 p.m.

13.08 The Company may, when necessary, vary the shift starting times provided in clause 13.07 above, or the starting time of any individual employee by up to one-half ($\frac{1}{2}$) hour.

13.09 Employees who are required by the Company to change their shift will be given a minimum of twenty-four (24) hours notice and will be paid for all time lost directly related to the change in shift. All employees changing their shift with less than twenty-four (24) hours notice will be paid at the rate of one and one-half ($1\frac{1}{2}$) the job rate for the first eight (8) hours worked on the new shift. It is understood that the provisions of paragraph 15.01 do not apply to this situation.

ARTICLE 14 – REST PERIODS

14.01

- a) Provided an employee is scheduled for a full eight (8) hour shift, he shall be assigned one (1) ten (10) minute rest period as well as one-half ($\frac{1}{2}$) hour paid lunch period both of which shall be included as a part of the hours worked.

The question of whether these periods are taken on a staggered system or by means of stopping work in respective departments of the factory shall be decided by the Company from time to time or the supervisor of the department involved. The time of such periods shall be computed from

the time employees leave work to the time of return.

- b) An employee scheduled for four (4) hours or less is entitled to a ten (10) minute break. An employee who is scheduled for overtime before or after a shift is entitled to a ten (10) minute break between the normally scheduled shift and the scheduled overtime.

ARTICLE 15 – REPORTING FOR WORK AND CALL-IN

15.01 REPORTING ALLOWANCE

Employees reporting for work who have not been advised in advance to the contrary, will be given work for at least six (6) hours at their regular straight time hourly rate, or if no work is available, will be paid six (6) hours at their regular straight time hourly rate in lieu of work.

This obligation shall not prevail when the lack of work is caused due to circumstances beyond the control of Management nor when the employee has not kept the Company advised of his address and telephone number.

Similarly this obligation does not apply in the event an employee is suspended from work, or leaves work on his own volition or is already paid under paragraph 13.09.

15.02 An employee who is recalled to the plant to perform overtime work in the event of an emergency will be paid for not less than the equivalent of four (4) hours time at overtime rates. An employee who is called into work immediately prior to his regular shift will be paid overtime rates for all hours worked prior to such regular shift.

ARTICLE 16 – SAFETY AND HEALTH

16.01

- a) The Company shall make reasonable provisions for the safety and health of employees during the hours of their employment. Except for safety shoes or boots, protective devices and other equipment deemed necessary by the Company to protect employees properly from injury shall be supplied by the Company.

- b) The Company shall pay eighty percent (80%) of the cost of one (1) pair of safety shoes per year for each employee up to: Effective May 1, 1996, a maximum of seventy dollars (\$70.00); Effective May 1, 1997, a maximum of seventy-five dollars (\$75.00); Effective May 1, 1998, a maximum of eighty dollars (\$80.00) commencing after an employee has been six (6) months with the Company.

The Company shall pay one-half (½) the cost of a second pair of safety shoes if required in the year up to a maximum of forty dollars (\$40.00) commencing after an employee has been six (6) months with the Company.

16.02

- a) A safety committee of not less than four (4) persons, with equal representation from the Union and the Company shall be formed to recommend action on safety matters,

- b)
 - i) The co-chairpersons will give committee members a minimum of ten (10) days advance notice of the meeting date in order that members may submit items for the agenda of such meeting. Agenda items will be submitted to the co-chairpersons at least three (3) days prior to the scheduled meeting date.

- ii) The Committee shall determine its own procedures and a majority of the Committee shall constitute a quorum.
- iii) Regular monthly committee meetings will include a safety audit of each department prior to the meeting.
- c) Each Union nominee to the committee shall also act as a committee representative under the current Occupational Health and Safety Act.

16.03

- a) The Company agrees that they will continue to pay all premiums as outlined in Article 17 for any employee due to their absence while on Worker's Compensation up to the limitations outlined Article 9.10(b).

If an employee is injured during working hours, and is sent home by either the Company, or the Doctor, the Company will pay him for the balance of the shift on which he is sent home. The employee will not be paid, however, if he is directed to return to work and fails to do so.

- b) The Company shall provide the employee and the Union with a copy of the Employer's report (Form 7) prior to submitting same to the Worker's Compensation Board in order to give the union an opportunity to discuss with the employer any errors or omissions which may exist.
- c) While awaiting W.C.B. disposition of a claim that is being challenged by the Company, the Company will immediately direct the employee to file for Weekly Indemnity benefits.
- d) Where an employee has not received either Weekly

Indemnity or **W.C.B.** payments within four (4) weeks of the Company submitting the claim, upon eligibility the Company will advance to the employee up to ninety percent (90%) of the net pay for a **W.C.B.** claim or up to sixty six and two thirds percent (66 2/3%) of an employee's weekly earnings up to the maximum **U.I.C.** benefits for a Weekly Indemnity claim. These funds will be fully reimbursed to the Company immediately upon receipt by the employee of any Weekly Indemnity or **W.C.B.** payment. Such advances to the employee will be capped at a maximum of ten (10) weeks. Employees who have returned to work or are on lay off do not qualify.

16.04

- a) Any employee suffering from an Industrial Accident and receiving **W.C.B.** benefits will be required to report for any type of employment consistent with the **W.C.B.** Act of Ontario.
- b) If an employee becomes disabled and cannot perform his own duties, both the Company and the Union will make every effort to place him in a job he is capable of doing, if such job exists and that he will maintain his seniority, providing his seniority would allow him to displace the employee who currently holds the position up to the limitations outlined in Article 9.10(b).
- c) A joint committee shall be established for the purpose of facilitating the return to work of workers who are disabled or following periods of disabilities. This committee shall be known as "the Return to Work Committee" and shall consist of two (2) persons representing the Union and two (2) persons representing the Company.

NOTE: Eligibility shall include all language contained in Article 16.03 and 16.04, verification of the status of claims and **the** requirement of the employee to sign a repayment **authorization**.

ARTICLE 17 – INSURANCE PLANS

17.01 The Company shall pay on behalf of all eligible full time employees subject to 17.03 who have worked a total of forty-five (45) days, the premium cost of the following insurance plans to be administered in accordance with the terms, rules and regulations of the respective plans:

- a) Semi-private hospital room.
- b) Extended healthcare (ten dollars (\$10.00) single, twenty dollars (\$20.00) family deductible).
- c) Dental plan: **Effective May 1, 1996**, the 1995 O.D.A. fee schedule. **Effective May 1, 1997**, the 1996 O.D.A. fee schedule. **Effective May 1, 1998**, the 1997 O.D.A. fee schedule.
- d) Life insurance with **A.D. & D.** in the amount of **twenty-one thousand dollars (\$21,000.00)** effective May 1, **1996**; **twenty-two thousand dollars (\$22,000.00)** effective May 1, **1997**; **twenty-three thousand dollars (\$23,000.00)** effective May 1, **1998**.
- e) Weekly Indemnity Plan based on 1-1-4-15 for all eligible employees who have ninety (90) days seniority with the Company. Payment shall be **66-2/3%** of an employee's weekly earnings up to **the** maximum U.I.C. benefits.

- f) Vision Care Plan which provides for each family member once in a twenty-four (24) month period one hundred dollars (\$100.00) towards the purchase of prescription eyewear.

17.02 Employees shall not be eligible for any of the insurance plans as outlined in paragraph 17.01 after they have reached age sixty-five (65).

17.03 Subject to the Employment Standards Act, in the event an employee is off work due to a leave of absence or lay-off, the Company shall continue to pay the premiums of the insurance outlined in paragraph 17.01 thirty (30) days from the day that the leave of absence or lay-off commenced. However, employees on leave of absence or lay-off may elect to retain coverage in each of the plans during the leave of absence or lay-off by prepayment of the full monthly premium.

17.04 It is understood and agreed that in assessing the expense required for these negotiated employee benefits outlined within this Article, the parties have taken into account any and all savings or increases in premiums or elimination of premiums that may be realized during the period of this Agreement under the Unemployment Insurance Act or any other Government legislated plan, and the full employee's portion of any savings resulting from this assessment are included as part of the negotiated wage increases and improved benefits contained in this Collective Agreement.

ARTICLE 18 – PENSION

18.01 Effective May 1, 1989, the Company established an employee pension plan. The pension plan will comply with all existing applicable legislation and will be administered in accordance with the terms, rules and regulations of the plan. The pension plan will be funded on a money purchase basis. Employees will join the plan on the first day of the week following the date on which the employee has worked one (1) year. The Company will contribute 2.5% of each member's gross earnings inclusive of vacation pay. Employees will be allowed to make voluntary contributions to the pension plan. Employees will receive semi-annual statements as provided by the plan carrier. Full vesting will occur after two (2) years of membership in the pension plan. Effective May 1, 1997, a required employee contribution of one half of one percent (.5%) of each member's gross earnings inclusive of vacation pay shall be matched by a Company contribution of one half of one percent (.5%) to the employee's pension plan.

18.02 The Company's contributions for each eligible employee shall cease at age sixty-five (65).

ARTICLE 19 – PAID HOLIDAYS

19.01 The Company agrees to pay all employees who are subject to this Agreement one (1) day's pay at the employee's regular straight time hourly rate for each of the said paid holidays subject to the following conditions:

- a) A full time employee must have worked his full last work day preceding the paid holiday and must work his full first work day following the paid holiday to be eligible

for pay for the holiday. If a full time employee is absent on either his last work day preceding or his first work day following the paid holiday due to illness, the employee shall be eligible for pay for the Holiday provided a medical doctor's certificate is supplied and the employee works either his last work day preceding or his first work day following the paid holiday.

- b) In order to be entitled to holiday pay, a new employee must have had at least four (4) consecutive weeks employment with the Company prior to the paid holiday.
- c) No employee who is off work due to leave of absence, sick leave or Workers' Compensation shall be entitled to pay for any paid holiday occurring within such period.
- d) Where the paid holiday occurs in the period in which an employee is on his scheduled vacation then the employee will receive pay for the paid holiday in addition to his scheduled vacation pay. Employees who choose to take their paid holidays during their vacation period may do so by including the paid holiday as part of their vacation schedule as outlined in Article 20-20.01.
- e) Where any employee is laid off for a period exceeding fourteen (14) days and consequently absent from work either on the day prior to or the day following any such holiday, such employee shall not be entitled to pay for such holiday.

19.02 The following days shall be observed as paid holidays:

New Year's Day
The **3rd** Monday in February
or Heritage Day if declared
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
The day before Christmas day
Christmas Day
Boxing Day
The day before New Year's day

ARTICLE 20 – VACATIONS

20.01 If vacation shutdowns are scheduled, they shall be sometime approximately between July 1 and September 1, and between December 15 and January 15. The Company will notify the employee(s) of the time of the shutdowns by May 1 of the vacation year.

All eligible employees shall take their vacation during this period, except when it is necessary to schedule shipping, maintenance and limited production. Employees who volunteer to work during this period will be selected to perform the work as outlined in Article 9.08. Any part of earned vacation period in excess of the scheduled shutdowns shall be taken at a time convenient to the employee and the Company.

20.02 Entitlement for annual vacation is based on the employee's service with the Company.

20.03 Vacation entitlement for regular full time employees shall be based on years of continuous service as a regular full time employee as follows:

YEARS OF CONTINUOUS SERVICE	VACATION ENTITLEMENT
1 year but less than 5 years	10 days
5 years but less than 10 years	15 days
10 years but less than 20 years	20 days
20 years or more continuous service	25 days

Vacations must be taken within twelve (12) months from entitlement.

20.04 Vacation pay shall be the rate of two-fifths (2/5) of one per cent (1%) of the previous year's earnings for each day of vacation entitlement with a minimum of four percent (4%) of total earnings.

NOTE: Employees can not use vacation pay accumulation as a bank. Employees shall be paid their earned vacation pay as follows:

- 1) When the employees takes vacation (Formula: Hourly Rate x Number of Hours taken to maximum of vacation pay accumulated). Only when the employee requests a single day vacation shall he have the option to direct the Company not to issue vacation pay.
- 2) December - optional upon request made not later **than** the first (1st) Friday in December, paid the pay period following the first (1st) Friday in December.

- 3) Employees' accumulated unpaid vacation pay shall be paid out at the end of the vacation entitlement period.
- 4) Termination

ARTICLE 21 – LIMITATION OF WORK BY SUPERVISION

21.01 Non-bargaining unit employees shall not perform work normally performed by members of the bargaining unit except in the following situations:

- i) instructing employees; or
- ii) testing or development of products, processes or equipment; or
- iii) emergencies provided the Company has attempted to rectify the situation.

ARTICLE 22 – PAID EDUCATION LEAVE

22.01 The Company agrees to pay into a special fund one cent (.01) per hour per employee for all regular hours, for the purpose of providing paid educational leave.

The purpose of paid educational leave will be to upgrade the employees in all aspects of handling their Union functions in respect to employer/employee relations including social services rendered to employees (Workers' Compensation, U.I.C., C.P.P.). Such monies will be paid quarterly into a trust fund established and administered by the Union and accompanied by data showing the basis of payment.

The Company further agrees upon written notice received at least one (1) month in advance that up to six (6) members of the bargaining unit, no more than two (2) from any one department at one time, selected by the Union to attend the **recognized** Union educational courses, will be granted a leave of absence without pay for up to twenty (20) days actual instruction time, plus travel days, where necessary, in any twelve (12) month period. Seniority will continue to accrue during any such absence.

ARTICLE 23 – TOOL ALLOWANCE

23.01

- a) The Company shall continue its present policy of replacing broken or worn tools provided the damage was not as a result of negligence. The Company shall replace stolen tools provided there are signs of break and entry and there is a police report on file.

- b) The Company shall reimburse funds up to a maximum of: Effective May 1, 1996, one hundred and twenty-five dollars (\$125.00); Effective May 1, 1997, one hundred and fifty dollars (\$150.00); Effective May 1, 1998, one hundred and seventy-five dollars (\$175.00) for pre-approved tools to be used and maintained in the workplace to all seniority maintenance employees in Groups D, E, and F. The tool allowance shall coincide with the contract year.

ARTICLE 24 – STUDENTS

24.01 The Company and the Union agree to the hiring of students for the summer months and it is understood that

these employees will only be posted to Group A jobs. For the purpose of this clause the period of employment for students will be from May 1st through to and including the day prior to September Labour Day Holiday. The parties further agree that students who work beyond this period are no longer considered students but probationary employees and will be subject to the terms of Article 9.04 of this agreement and their probationary period under 9.04 will commence on the Labour Day Holiday.

Students will not be scheduled on the weekly manpower schedule to perform work in other than a Group A job unless the work to be performed has first been offered to non probationary full-time employees under Article 9.11.

ARTICLE 25 – DURATION

25.01 This Agreement shall become effective as ~~of May 1, 1996,~~ and shall remain in effect until and including April 30, 1999 and shall continue thereafter for successive terms of one (1) year unless within the period of ninety (90) days prior to the **expiry** date either party gives notice in writing of its desire to terminate or bargain with a view to the renewal with modifications, of the Agreement.

Signed at London, Ontario, the 9th day of May, 1996.

FOR THE UNION

Dave Doyle
Mike **Kovach**
Doug **McMillan**
Robert **Laforge**
Carolyn **Lajoie**
Linda Thornton

FOR THE COMPANY

W.F. Broughton
Tony **Masek**
Jody Vincent

SCHEDULE "A"

Regular straight time hourly rates

JOB CLASSIFICATION	GROUP	EFFECTIVE	EFFECTIVE	EFFECTIVE
		May 1 1996	May 1 1997	May 1 1998
Packaging Operator	A	\$11.98	\$12.18	\$12.38
Process Operator	B	12.19	12.39	12.59
Sr. Quality and Stores	C	15.26	15.46	15.66
Process/Packaging Mechanic (Without Certificate)	D	15.85	16.05	16.25
Process/Packaging Mechanic	E	17.35	17.55	17.75
Maintenance (Skilled Trades)	F	18.58	18.78	18.98

Notes:

- 1) Group "A" includes all employees previously in Groups 1 and 3 except Basemaker, **Extruder** Operator, Roaster and Material **Handler** Warehouse, Powder Blender, and Flavour and Dye Mixer. These employees now fall under Group "B".
- 2) Group "B" includes all employees previously in Groups 2 and 4 as well as Basemaker, **Extruder** Operator, Roaster and Material Handler Warehouse, Powder Blender, and Flavour and Dye Mixer.
- 3) Groups "C", "D", and "E" were previously groups "5", "6 (Without Certificate)", and "6 (With Certificate)" respectively. Group "F" includes employees previously in Groups 7 and 8.
- 4) The probationary rate is \$1.00 less than the "Regular straight time hourly rate above".
- 5) The student rate is the Probationary rate.

SCHEDULE “B”

HOLIDAY SCHEDULE DATES BY YEAR

HOLIDAY	1996	1997	1998	1999
<i>New Year's Day</i>		<i>Wednesday</i> January 01	Thursday January 01	Friday January 01
Heritage Day		Monday February 17	Monday February 16	Monday February 15
Good Friday		Friday March 28	Friday April 10	Friday April 2
Victoria Day	Monday May 20	Monday May 19	Monday May 18	
Canada Day	Monday July 01	Friday July 04	Friday July 03	
Civic Holiday	Monday August 05	Monday August 04	Monday August 03	
Labour Day	Monday September 02	Monday September 01	Monday September 07	
<i>Thanksgiving Day</i>	Monday October 14	Monday October 13	Monday October 12	
<i>Day Before Christmas</i>	Tuesday December 24	Wednesday December 24	Thursday December 24	
Christmas Day	Wednesday December 25	Thursday December 25	Friday December 25	
<i>Boxing Day</i>	Thursday December 26	Friday December 26	Monday December 28	
New Year's <i>Eve</i>	Tuesday December 31	Wednesday December 31	Thursday December 31	

LETTER OF UNDERSTANDING

Mr. Dave Doyle
Glass, **Molders**, Pottery, Plastics
& Allied Workers International Union
763 Gladstone Dr.
Woodstock, Ontario
N4S-5T1

Dear Mr. Doyle:

RE: First Aid Attendants

The Company agrees to train and maintain current, First Aid Certificates for up to ten (10) employees. This is dependent upon sufficient employees volunteering for such training.

Sincerely,
O-PEE-CHEE COMPANY LIMITED

Mr. Tony **Masek**
Director - Manufacturing

Acknowledgement on behalf of the Union

Date: _____



STANDARD LIFE

**Group
Life
Health**

**Your
Group Insurance
Benefits**

Group Insurance
Plan

for

the employees

of

O-PEE-CHEE COMPANY LIMITED

TABLE **OF** CONTENTS

SUMMARY OF BENEFITS	2
PARTICULARS	6
PARTICIPANT'S LIFE INSURANCE	9
WEEKLY INDEMNITY BENEFIT	11
HEALTH INSURANCE	14
DENTAL CARE BENEFIT	20

SUMMARY OF BENEFITS

The Summary highlights the benefits provided under your group insurance coverage, according to the class to which you belong. For more detailed information please consult the descriptive pages of each benefit.

YOUR PERSONAL COVERAGE

ALL HOURLY EMPLOYEES

Life insurance

\$21,000.

\$22,000 (eff: May 1, 1997)

\$23,000 (eff: May 1, 1998)

Weekly indemnity benefit

66.67% of **your weekly income**. The amount payable is limited to the maximum payable by the Unemployment Insurance Commission.

Benefits are payable on a calendar day basis.

Elimination period:

Accident: None

Illness: 3 days.

For any **hospitalization** due to illness, the indemnity will be paid as of the first day of your **hospitalization**, if **such hospitalization** occurs during the first 3 days of disability.

Maximum benefit period: **15 weeks**. However, if you reach the age of sixty-five during the course of such a period, the maximum benefit period for such disability **may** not exceed fifteen weeks.

The benefits are taxable.

Benefit amounts are rounded to the next highest dollar.

HEALTH INSURANCE FOR YOU **AND** YOUR DEPENDENTS

Hospitalisation *within* Canada

Semi-private room

Without deductible and without any limit as to the number of days.

Medical expenses

Reimbursement

The deductible, during a calendar year, per insured person, is **\$10**, with a maximum of **\$20** per family.

The covered expenses are reimbursed at **100%**.

The maximum amount reimbursed, per insured person, for expenses incurred in Canada is unlimited.

Covered expenses

Services of a registered nurse, up to a maximum of **90** 8-hour shifts per calendar year.

Paramedical care given by a speech therapist, up to **\$300** per calendar year.

Services of a physiotherapist, up to reasonable and customary charges.

Services of a masseur, limited to one professional visit per day, up to **12** visits per calendar year. The maximum per visit is **\$7**.

Services of a psychologist, limited to one professional visit per day, up to **\$200** per calendar year. The maximum per visit is **\$35** for the initial visit and **\$20** for all subsequent visits.

Vision care: one pair of prescription eye glasses (frame and lenses) or contact lenses up to **\$100** per each consecutive **twenty-four** month period. Such expenses are not subject to the deductible.

The insurer reimburses the difference between a semi-private and private room for **hospitalization** in Canada.

Hospitalization outside Canada in case of emergency, semi-private room without limit as to the number of days.

For medical and surgical expenses incurred outside the province in case of emergency, the maximum amount reimbursed per insured person and per calendar year is **\$1,000,000** (including **hospitalization outside** Canada). However, if you are not actively at work due to a lay-off, strike or lock-out for a period exceeding three months, the maximum amount is **\$50,000**, per insured person, per each consecutive five-year period.

DENTAL CARE FOR YOU AND **YOUR** DEPENDENTS

The plan provides for the reimbursement of expenses for preventive and basic treatments.

No deductible.

The covered expenses are reimbursed at:

100% for preventive treatments
100% for basic treatments

The maximum amount reimbursed for preventive and basic treatments is unlimited.

Covered expenses are reimbursed according to the **1995** fee schedule of the Ontario Dental Association.

As of **May 1, 1997**, covered expenses will be reimbursed according to the **1996** fee schedule.

As of **May 1, 1998**, covered expenses will be reimbursed according to the **1997** fee schedule.

GENERAL INFORMATION

Eligibility

You are eligible after **90** working days for the Weekly Indemnity Benefit and after **45** working days for all other benefits.

Termination of coverage

Participant's Life Insurance

Earlier of your retirement and age **65**.

Weekly Indemnity Benefit

When you reach age **65** or your normal retirement age under your employer's pension plan, if earlier.

Health Insurance

Earlier of your retirement and age **65**.

Dental Care Benefit

Earlier of your retirement and age **65**.

PARTICULARS

ELIGIBILITY

Employee

If you are actively working full-time on the basis of a minimum thirty hour workweek and in a permanent manner, you are eligible for insurance, provided you have completed the eligibility period specified in the Summary of Benefits.

Dependents

Your dependents are eligible for insurance at the later of the following dates:

- The day you become eligible;
- The day on which you have a dependent for the first time.

Spouse means

- a) Your legal spouse;
- b) A person of the opposite sex, whom you publicly acknowledge as your spouse, with whom you have been living in a permanent manner for over one year.

The person you have designated in writing to the insurer as your spouse is **recognized** as your dependent, until such time as you advise otherwise.

Any dissolution of a marriage through divorce or annulment or, in the case of common law marriage, actual separation for over three months, results in the loss of status as spouse.

Child means

Your or your spouse's single legitimate, natural or adopted child who depends on you for livelihood and who meets at least one of the following conditions:

- a) He is under twenty-one years of age;
- b) Be is under twenty-five years of age and attending an educational institution on a full-time basis;

- c) He became totally and permanently disabled while still considered to be a dependent under **a)** or **b)** above.

APPLICATION FOR INSURANCE

To apply for insurance, you must complete an application card supplied by your employer, for yourself and your dependents, if any.

If your application is received by the insurer more than **thirty-one** days after your eligibility date, you must provide evidence of your insurability, at no expense to the insurer.

EFFECTIVE DATE OF **INSURANCE**

Your insurance becomes effective on one of the following dates:

- a) Your eligibility date, if your application card is received by the insurer on or prior to that date;
- b) Your eligibility date, if your application card is received by the insurer within thirty-one days after such date,;
- c) The date on which the insurer accepts your required evidence of insurability, in all other cases. Such evidence must be provided at no expense to the insurer.

The effective date of your insurance appears on your individual certificate.

If you are not actively at work on the date your insurance would otherwise have become effective, the insurance takes effect on the date you return to active work.

TERMINATION OF **INSURANCE**

Your insurance or your dependents' insurance terminates at the earliest of the following dates:

- a) on the date you cease to qualify as an eligible employee;
- b) On the date the benefit or contract is terminated;
- c) On the last day of the period for which your premium has been paid.

The termination date for each benefit and the reduction formula for the insurance amounts are specified in the Summary of Benefits.

CLAIMS

To submit a claim, you must provide the necessary information to the insurer, on forms available from your employer, within the time limit prescribed by law.

BENEFICIARY

You may designate one or several beneficiaries and all such beneficiaries are revocable unless you have otherwise specified.

You must however advise the insurer of any beneficiary designation or change of beneficiary, on **forms** supplied for that purpose by your employer.

If you have not designated a beneficiary, or if your beneficiary should predecease you, the benefit will be paid to your estate.

PHYSICIAN

A person duly **authorized** by a provincial law to practice medicine and who is a member in good standing of a professional medical body.

SPECIALIST

A physician **practicing** a specialty of medicine for which he is certified by the Royal College of Physicians and Surgeons of Canada or by the Corporation **professionnelle des médecins du Québec**, or both.

PARTICIPANT'S LIFE INSURANCE

SUM INSURED

Upon death, the life insurance amount shown in the Summary of Benefits will be paid to your beneficiary.

CONVERSION PRIVILEGE

If on or prior to your sixty-fifth birthday your employment terminates, you may, within thirty-one days of such termination, convert all or part of your insurance coverage, with the exception of waiver of premiums, into an individual life insurance contract, for an amount not exceeding your amount of coverage under the group policy, without having to provide evidence of insurability.

However, the amount of insurance to be converted may not exceed the lesser of **a)** two hundred thousand dollars and **b)** the difference between the amount of insurance in force on your life under this group insurance plan and the amount of insurance provided by any other group insurance contract for which you are eligible at the time **of** exercising your conversion privilege.

EXTENSION OF LIFE INSURANCE WITHOUT PREMIUM PAYMENT

If you terminate your employment on **or prior** to your sixty-fifth birthday, your life insurance is extended, without premium payment, for thirty-one days after the termination date.

WAIVER OF PREMIUMS

If, as a result of illness or accidental injury, you are unable to engage in any occupation and to perform any work for remuneration or profit and require both regular and continuous medical care actually given by an appropriate specialist and appropriate therapy, considered satisfactory by the insurer, your life insurance benefit will be continued, without premium payment, during your disability provided that each of the following conditions is satisfied:

- a) You are less than sixty-five years of age at the onset of your disability;

- b)** You became disabled prior to termination of your employment while insured under this benefit;
- c)** You have been disabled for at least six months at the time you submit proof of disability. Such proof, satisfactory to the insurer, must be submitted at no expense to the insurer, within twelve months from the onset of your disability.

The amount of insurance for which waiver of premiums is granted will not be greater than that which was in force at the onset of your disability and will be subject to the same reduction and termination as if you would have been actively at work.

You must provide the insurer with a proof of continuance of disability, as often as the insurer may reasonably require. Such proof is to be provided at no expense to the insurer.

The waiver of premiums will begin on the date which marks the sixth month following the onset of disability.

The waiver of premiums ceases at the earliest of the following dates:

- a)** The date on which you cease to be disabled;
- b)** The date on which you reach the age of sixty-five;
- c)** The date on which you reach the normal retirement age under your employer's pension plan;
- d)** The date on which you fail to submit to an examination by the physician designated by the insurer;
- e)** The date on which you fail to provide any evidence of disability required by the insurer.

WEEKLY INDEMNITY BENEFIT

INSURING AGREEMENT

If as a result of illness or accidental injury you are unable to perform all the functions of your regular employment, the weekly indemnity benefit shown in the Summary of Benefits will be paid to you after **expiry** of the elimination period provided that you do not receive any remuneration arising either directly or indirectly from any employment and, furthermore, that you require both regular and continuous medical care actually given by a physician and appropriate therapy, considered satisfactory by the insurer.

If a disability occurs during the course of a maternity, paternity, adoption or parental leave, the elimination period commences on the date of the onset of disability. Payment of weekly indemnity begins commences at the later of:

- a) The **expiry** of the elimination period;
- b) Your scheduled date of return to work.

The benefit is payable provided the benefit has been kept in force for the entire duration of the leave.

TERMINATION OF PAYMENTS

Weekly indemnity payments cease at the earliest of the following dates:

- a) The date on which the maximum benefit period specified in the Summary of Benefits expires. However, if you reach the age of sixty-five during the course of such a period, the maximum benefit period for such disability may not exceed that which is specified in the Summary of Benefits;
- b) The date on which you cease to be disabled;
- c) The date on which you reach the normal retirement age under your employer's pension plan;
- d) The date on which you start to receive pension benefits from the Canada/Quebec Pension Plans;
- e) The date of your death;

- f) The date on which you fail to submit to an examination by the physician designated by the insurer;
- g) The date on which you fail to provide any evidence of disability required by the insurer.

PREGNANCY

Weekly indemnity benefits are paid to you in the event of illness relating to pregnancy. However, the insurer pays no indemnity for any illness or accidental injury:

- a) During a maternity or parental leave taken in accordance with provincial or federal legislation or during any maternity or parental leave taken in agreement with your employer;
- b) In the course of any period during which you receive maternity or parental benefits from the Unemployment Insurance Commission;
- c) During any extension of maternity or parental leave beyond the periods specified above, if you were entitled to and requested such extension.

Maternity leave is deemed to commence on the earlier of the date you elected or the date of delivery. The elected date may also be one required by your employer, where such action is permitted by provincial or federal legislation, if your performance is affected during your pregnancy.

LIMITATIONS

No weekly benefits shall be payable for any accidental injury or illness for which benefits are payable or would have been payable had **you made** satisfactory application under **any Workmen's/Workers' Compensation Act** or similar law.

However, if upon cessation of benefit payments under any **Workmen's/Workers' Compensation Act** or similar law, you are unable to return to active work due to an illness or accidental injury for which you are not entitled to benefits under any such law, the elimination period will not apply, and the maximum benefit period specified in the Summary of Benefits will be reduced by the number of partial or full weeks during which you received benefits under any such law.

REDUCTION

Weekly benefits will be reduced by any salary replacement benefit which is payable or which would have been payable had you made satisfactory application under a provincial auto insurance law or under any government plan **recognized** by the Unemployment Insurance Act legislation other than any **Workmen's/Workers'** Compensation Act or similar law.

EXCLUSIONS

This benefit does not cover any disability resulting from one of the following causes:

- a) Injury or illness resulting from civil unrest, insurrection or war, whether war be declared or not, or participation in a riot;
- b) Self-inflicted injury, while sane or insane;
- c) Termination of full-time employment to receive care which is not medically required or which is given for cosmetic purposes, unless such surgery or treatment is for accidental injury and commenced within ninety days of the accident;
- d) Injury or illness resulting from committing, attempting to commit, or provoking an assault or criminal offence.

HEALTH **INSURANCE**

INSURING AGREEMENT

If as a result of accidental injury, illness or pregnancy, you or one of your dependents incur medically required expenses for care and services described hereafter, the insurer will reimburse the covered expenses, subject to the terms and conditions hereinafter specified.

SPECIAL DEFINITION

Masseur, Optometrist, Pharmacist, Physiotherapist, Psychologist, Registered Nurse, Speech Therapist

A person legally authorised by the appropriate provincial or federal body to practice within the scope of his specialty.

REIMBURSEMENT

The insurer reimburses these expenses subject to the deductible, the percentage **of** reimbursement and the maximum covered amount specified in the Summary of Benefits.

HOSPITALIZATION WITHIN CANADA

If you or one of your dependents are hospitalized in Canada, the insurer will reimburse that part of hospital expenses which exceeds the amount reimbursed by government plans, up to the daily maximum specified in the Summary of Benefits, and without any limit as to the number of days of **hospitalization**.

COVERED MEDICAL EXPENSES

Covered expenses incurred in Canada or incurred due to an emergency during a stay, not exceeding six consecutive months, in a foreign country.

1. Expenses for services, care, treatment and material prescribed by a physician such as:
 - a) Services rendered at the insured person's home by a registered nurse who is unrelated to the insured person and who does not ordinarily reside in the latter's home, up to the maximum covered amount per calendar year specified in the Summary of Benefits;
 - b) Paramedical care given by a speech therapist and physiotherapist, up to the maximum covered amount per calendar year specified in the Summary of Benefits, per specialist;
 - c) Operating room, anaesthesia;
 - d) Licensed ambulance service for transportation to the nearest hospital equipped to provide the required treatment, or therefrom, when the physical condition of the insured person precludes the use of any other means of transportation;
 - e) Oxygen and rental of equipment necessary for its administration, diagnostic laboratory and X-ray examinations, casts and dressings;
 - f) Drugs or medicine required for therapy and which can only be obtained on the written prescription of a physician and dispensed by a pharmacist;
 - g) Rental or the initial purchase, as previously approved by the insurer, of a **non-motorized** wheelchair, crutches, hospital bed **or** iron lung;
 - h) Room and board in a public chronic care hospital or chronic wing facility of a public hospital, designated for such treatment by an appropriate government body, while under the supervision of a physician or registered nurse, up to a semi-private room, maximum three dollars per day and one hundred and twenty days per calendar year and which follows a period of **hospitalization** by less than fourteen days;

- i) Initial purchase, but not the replacement, of prostheses and orthoses, other than capillary, **auditive**, oral or dental, such as artificial limb or eye, braces, corsets, hernial supports or other orthopaedic devices, which are obtained in a **recognized** establishment or laboratory and which are required as a result of bodily injury which occurred or disease which commenced while the person was insured under this provision and provided the purchase was made while this provision was in force;
- j) Corrective devices added to ordinary shoes, and made in a **specialized** orthopaedic laboratory; or the initial cost or replacement cost of orthopaedic shoes made to measure for the insured person by a **specialized** orthopaedic laboratory. Such expenses are reimbursed according to the same terms and conditions if the prescription is given by a podiatrist.

- 2. Dental care given out of hospital by a dentist in accordance with the normal suggested fee for a general practitioner and required as a result of accidental injury to natural teeth

Only care commenced within ninety days of the accident and received within twelve months is covered. All other dental expenses are excluded.

- 3. Services of a masseur, on the medical recommendation of a physician, with the exception of treatment given outside Canada

Covered expenses, per insured person, are however limited to one professional visit per day and to the maximum number of visits and maximum covered amount per visit specified in the Summary of Benefits.

- 4. The insurer reimburses the cost for room and board in a private hospital in Canada, up to a maximum of ten dollars per day and a lifetime maximum of one hundred and twenty days.

- 5. **Hospitalization** benefit outside Canada in case of emergency

If the **hospitalization** takes place outside Canada, the insurer reimburses that part of the hospital expenses which is in excess of the amount reimbursed by government plans, up to the daily maximum and the number of days specified in the Summary of Benefits.

6. Medical and surgical services outside the province of residence, in case of emergency

Medical and surgical expenses incurred outside the province of residence of the insured person, in excess of the amount payable under the government health insurance plan of the insured person's province of residence, are reimbursed by the insurer.

The maximum amount reimbursed by the insurer, per insured person and per calendar year for medical and surgical care and services rendered outside the province of residence, is specified in the Summary of Benefits.

However, when the services are rendered in Canada, if the cost of such services is in excess of the Schedule of Benefits established by the Provincial **Medicare** Plan where the services were provided, the insurer will not reimburse the amount of extra billing.

7. Services of a psychologist, with the exception of treatment given outside Canada

Covered expenses, per insured person, are however limited to one professional visit per day and to the maximum covered amount per calendar year and the maximum covered amount per visit specified in the Summary of Benefits.

8. Vision care

The following vision care expenses prescribed by an ophthalmologist or an optometrist:

- a) One pair of prescription eye glasses (frame and lenses) up to the maximum covered amount, per insured person, specified in the Summary of Benefits for each consecutive twenty-four month period; or
- b) Contact lenses, limited to one purchase for each consecutive twenty-four month period, up to the maximum covered amount, per insured person, specified in the Summary of Benefits.

9. The insurer reimburses the difference in cost between a private room and a semi-private room for **hospitalization** in Canada.

COORDINATION **AND** LIMITATION OF BENEFITS

If you are insured under other group policies or government programs or where coverage is required by statute, the benefits payable from all sources cannot exceed one hundred per cent of expenses incurred; that is, benefits will not be payable with respect to that portion of any eligible expense for which benefits are payable by another plan.

Benefits for eligible expenses incurred by your dependents who are insured under this plan as well as another plan will be determined on the following basis:

- a) Where your spouse is insured as a participant under another plan, that portion of an expense which is eligible for reimbursement under such plan will not be payable;
- b) Where your child is insured as a dependent under another plan, benefits will first be payable under the present plan if your birthdate occurs earlier in the calendar year in relation to that of your spouse.

EXTENSION OF **INSURANCE** WITHOUT PREMIUM **PAYMENT**

Upon your death, your dependents' health insurance is extended, without premium payment, to the earliest of the following dates:

- a) The date which marks the twenty-fourth complete month following your death;
- b) The date on which your dependents' health insurance would have terminated had you then been living;
- c) The termination date of the benefit or contract.

EXCLUSIONS

This benefit does not cover:

- a) Expenses which are or would normally be payable or reimbursable under a private or public insurance plan;
- b) Self-inflicted injury, while sane or insane;
- c) Injury or illness resulting from civil unrest, insurrection or war, whether war be declared or not, or participation in a riot;
- d) Treatment or appliance, related directly or indirectly to full mouth reconstruction, to correct vertical dimension and **temporomandibular** joint dysfunction;
- e) Treatment, surgery, care, service, examination or appliance, which:
 - i) is not medically necessary; or
 - ii) is given or required for cosmetic purposes; or
 - iii) is given or required for reasons other than curative; or
 - iv) is given or required in relation to an operation or treatment of an experimental nature; or
 - v) exceeds what is ordinarily given **or** required in accordance with current therapeutic practice;
- f) Any portion of the charge for services in excess of the reasonable and customary charge for an illness of the same nature and severity in the locality where the service is provided;
- g) Care or services rendered free of charge or which would be free of charge were it not for insurance coverage or which are not chargeable to the insured person;
- h) Rest cure or travel for reasons of health;
- i) Eye examinations.

DENTAL CARE BENEFIT

INSURING AGREEMENT

The plan covers dental treatments given by a dentist, specialist or denturologist licensed by the appropriate provincial licensing authority.

REIMBURSEMENT

The insurer reimburses the covered expenses subject to the deductible, the percentage of reimbursement and the maximum amount specified in the Summary of Benefits.

Expenses incurred are reimbursed according to the Schedule of Fees of general practitioners or denturologists **of** the province where treatment is given, as specified in the Summary of Benefits.

Expenses incurred outside Canada are limited to the reimbursement basis for general practitioners of the insured person's province of residence, as specified in the Summary of Benefits.

TREATMENT PLAN

Where it is expected that the total cost of a treatment will exceed five hundred dollars, you must submit a treatment plan to the insurer who will determine, before commencement of treatment, the amount of covered expenses.

ALTERNATE TREATMENT PLAN

If more than one type of treatment exists for the dental condition of the insured person, the insurer reimburses the lesser fee, provided however that the treatment given is normal and appropriate.

COORDINATION AND LIMITATION OF BENEFITS

If you are insured under other group policies or government programs or where coverage is required by statute, the benefits payable from all sources cannot exceed one hundred per cent of expenses incurred; that is, benefits will not be payable with respect to that portion of any eligible expense for which benefits are payable by another plan.

Benefits for eligible expenses incurred by your dependents who are insured under this plan as well as another plan will be determined on the following basis:

- a) Where your spouse is insured as a participant under another **plan**, that portion of an expense which is eligible for reimbursement under such plan will not be payable;
- b) Where your child is insured as a dependent under another plan, benefits will first be payable under the present plan if your birthdate occurs earlier in the calendar year in relation to that of your spouse.

MAXIMUM BENEFIT

In the case of any person becoming insured more than thirty-one days following the eligibility date, the reimbursement for preventive and basic treatments may not exceed one hundred dollars, during the first twelve months of coverage.

EXPENSES INCURRED

Expenses are considered to be incurred only when treatment has actually been given, even if a treatment plan has been submitted to and approved by the insurer.

For prostheses, expenses are considered to be incurred only on the date such prosthesis is installed.

COVERED EXPENSES

1. Expenses for the following preventive treatments are covered:

a) Examination and diagnosis

- Oral examination (once every six months)
- Recall oral examination (once every six months)
- Emergency oral examination
- Specific oral examination

b) Radiographs

Intraoral - **periapical** (one complete series every **two** years)

Intraoral - **occlusal**

Intraoral - **bitewing**

Extraoral

Sialography

- Panoramic (once every two years)

Radiopaque dyes

Cephalometric film

c) Tests and laboratory examinations

- Microbiologic culture
- Caries susceptibility tests
- Biopsy of oral tissue - soft
- Biopsy of oral tissue - hard
- Cytologic smear
- Pulp vitality tests

d) Preventive services

- Prophylaxis
- Preventive **recall packages**
- Fluoride treatments
- **Oral** hygiene instruction (initial instruction)

2. Expenses for the following basic treatments are covered:

a) Other basic treatments

- Finishing restorations
- Pit and fissure sealant
- Caries, trauma and pain control
- Interproximal **discing**

b) Space maintainers (for loss of primary teeth for insured persons under age **18**)

- c) Appliances to control harmful habits (for children)
- d) Restorative
 - Amalgam restorations
 - Acrylic or composite resin restorations
- e) Other restorative services
 - Restorations prefabricated (metal and plastic)
 - **Recement** inlay or crown
 - Removal **of** inlay or crown
- f) **Prosthodontics - fixed**
 - Repairs
- g) Oral surgery
 - Uncomplicated removals
 - Surgical removals
 - **Alveoplasty**
 - Surgical excision
 - Surgical incision and drainage
 - **Frenectomy**
 - **Hemorrhage**, control of
- h) **Adjunctive** general services
 - Anaesthesia (only in relation to surgery)

EXCLUSIONS

This benefit does not cover:

- a) Treatment or appliance, related directly or indirectly to full mouth reconstruction, to correct vertical dimension and **temporomandibular** joint dysfunction;
- b) Services rendered by a dental hygienist and not administered under supervision of a dentist;
- c) Dental services covered under the health insurance benefit, if such benefit is part of this plan, or under any other group insurance contract;
- d) Services and supplies relating to any appliance worn in the practice of a sport;

- e) Expenses which are or would normally be payable or reimbursable under a private or public insurance plan;
- f) Self-inflicted injury, while sane or insane;
- g) Injury or illness resulting from civil unrest, insurrection or war, whether war be declared or not, or participation in a riot;
- h) Services which are not medically required, which are given for cosmetic purposes or which exceed ordinary services given in accordance with current therapeutic practice;
- i) Care or services rendered free of charge or which would be free of charge were it not for insurance coverage or which are not chargeable to the insured person.

NOTICE

In order to ensure confidentiality of personal information concerning you, Standard Life will establish an "insurance file" in which information concerning your application for insurance will be kept along with information concerning any request relative to the administration of the said contract.

Only the employees or **mandataries** responsible for the management of the insurance plan or any other person whom you **authorize** shall have access to this file.

Your file will be kept in the offices of The Standard Life Assurance Company.

You have the right to consult the personal information contained in this file and, if applicable, to have it rectified by sending a written request to the following address:

Access Officer
The Standard Life Assurance Company
1245 Sherbrooke Street West
Montréal, Québec
H3G 1G3

This document outlines the benefits of your group insurance plan but does not create or confer any contractual rights. In case of dispute, the group insurance policy issued to your employer remains the only binding document, in accordance with the provisions prescribed by law.