

**COLLECTIVE AGREEMENT**

between

**DIMPLEX NORTH AMERICA LTD.**

CAMBRIDGE DIVISION

And Its Successors Pursuant To The

Ontario Labour Relations Act

(hereinafter referred to as "the Company")

-and-

**UNITED STEELWORKERS OF AMERICA**

On Behalf Of Local 8698

(hereinafter referred to as "the Union")

23 April 2000 22 April 2003

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## **ARTICLE 1-PURPOSE OF AGREEMENT**

**1.01** The ~~general~~ purpose of this agreement is to provide a lawful ~~and orderly~~ collective ~~bargaining~~ relationship between the Company and its employees covered by this Agreement; to ~~secure~~ the prompt and ~~fair~~ disposition of grievances; to eliminate ~~interruptions~~ in the Company's operation ~~and~~ to maintain fair wages, hours of work, ~~working~~ conditions and the safety and physical welfare ~~of the~~ said employees of the Company.

## **ARTICLE 2-UNION RECOGNITION**

**2.01** The Company recognizes the Union as the exclusive bargaining agent for all of its employees in the Regional Municipality of Waterloo, Ontario, save ~~and~~ except foremen, ~~persons~~ above the rank of foremen, office and sales staff, students and ~~persons~~ normally employed for not more than twenty four (24) hours per week.

**2.02** Non-Bargaining Unit employees shall not perform work normally performed by Bargaining Unit employees except for 1) instruction and/or training, 2) emergencies, 3) development of process or product, 4) where qualified Bargaining Unit employees are not immediately available.

## **ARTICLE 3-MANAGEMENT RIGHTS**

**3.01** Except ~~as~~, and to the extent specifically modified by the agreement, all ~~rights~~ and prerogatives of management are ~~retained by the Company and remain~~ exclusively and without limitation within the rights of the Company and ~~its~~ management. Without limiting the generality of the foregoing, the Company's rights shall include:

- (a) the right to maintain ~~order~~, discipline and ~~effi-~~ciency; to make, alter and enforce, from time to

time, ~~rules~~ and regulations which are reasonable, to be observed by its employees, and ~~discipline or discharge for just cause.~~

- (a) the right to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall, ~~suspend~~; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit; and to ~~transfer employees~~ into or out of the bargaining unit.
  
- (c) the right to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the curtailment or discontinuance; the direction of the working forces; the work to be performed; the reasonable standards of production; whether to make or buy goods and services; the schedules of work and of production; the number of shifts; work to be performed; the methods, ~~processes~~ and means of performing work; job content and requirements; reasonable quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; whether there shall be overtime work; the number of employees needed by the Company at any time and how many shall operate or work on any job, operation, machine or production line; the number of hours to be worked; starting and quitting time; and, generally, the right to manage the enterprise and its business without interference ~~solely~~ and exclusively the right of the Company.

The Company will furnish the Union with all rule changes that have been posted.

The Company agrees that the exercise of its rights under the Article will not be inconsistent with the terms of this Agreement.

#### **ARTICLE 4-NO DISCRIMINATION**

**4.01** The Company and the Union agree that there will be no discrimination or harassment because of race, ancestry, place or origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status, handicap, union membership, or non-membership, or union activity or non-activity. The company and the Union agree to observe the provisions of the Ontario Human Rights Code.

#### **ARTICLE 5-UNION SECURITY**

**5.01** All employees in the bargaining unit shall, as a condition of employment, make application for membership in the Union and remain members of the Union by having the Union's dues deducted from their pay as hereinafter provided.

**5.02** The Company shall deduct from the pay of each member of the bargaining unit such dues, fees and assessments as prescribed by the Constitution of the Union. The dues so deducted shall be remitted along with a list of the names of employees from whom such deductions have been made within fifteen (15) days of the month in which the dues have been deducted, to the

International ~~Treasurer,~~

United Steelworkers of America

Such remittance shall be accompanied by any forms required by the International Union.

- 5.03** The Union dues to be deducted pursuant to Article 5.02 hereof shall be according to the Constitution of the ~~International Union and the Company shall not be required~~ to make any further computation of the amount of such dues. In order that the Company may have definite instructions as to what amount is to be deducted for dues, it is agreed that the Union shall promptly notify the Company in writing, over the signature of its designated officer, of the amount of the deduction to be made by the Company for union dues, and the Company shall have the right to continue to rely on such ~~written~~ notification until it receives other ~~written~~ notification from the Union signed with the same formality.
- 5.04** The Union agrees to hold the Company harmless against all claims, demands and should any person at any time contend or claim that the Company has acted wrongfully or illegally in making such dues deductions.
- 5.05** The Company shall pay members regular wages while on legitimate Union business and shall bill the local ~~Un-~~ion each month.

#### **ARTICLE 6-UNION REPRESENTATIVES**

- 6.01** If a staff representative of the Union wishes access to the Company's premises, he/she shall contact the Company management prior to visiting the plant and obtain permission. It is understood that ~~permission~~ will not be unreasonably withheld. On such visits, the ~~staff~~ representative shall be allowed to confer privately with the plant Union officers, provided that such ~~talks~~ will be arranged ~~so~~ that they do not interfere ~~with~~ production.
- 6.02** The Union ~~may~~ designate and the Company will ~~recognize~~ five ~~(5)~~ Stewards plus a Chief Steward. A grievor shall have access ~~to~~ all Stewards. In addition, the Union will designate six ~~(6)~~ employees ~~as~~ temporary Stewards.

From these six (6), the Union will designate, periodically as required one (1) to act on the afternoon shift and one (1) to act on the night shift, should one (1) of the five (5) Stewards not be on one of these rotating shifts. The Union may designate and the Company will recognize a Plant Grievance Committee, not to exceed three (3). The Plant Grievance Committee will be composed of the President, the Chief Steward and one (1) member elected or appointed by the Union.

No one shall be eligible to serve as Steward or Plant Grievance Committee person unless he/she is an employee of the Company, and has at least three (3) months seniority.

- 6.03** The Union will inform the Company in writing of the identity of all Stewards and Grievance Committee members and the Company shall not be obliged to recognize such personnel until it has been so informed.
- 6.04** For the purpose of this Agreement the Plant Grievance Committee together with the officers of the Local Union shall be deemed to be officials of the Union. The parties hereto agree that the Union officials and Company officials occupy positions of leadership and responsibility to see that this Agreement is faithfully carried out.
- 6.05** Stewards, members of committees, and Union officials have regular duties to perform on behalf of the Company, and such person shall not leave their regular duties without requesting and obtaining the permission of their supervisor and notifying the supervisor of his/her return, and such permission shall not be unreasonably withheld.
- 6.06** The Union recognizes that the employees covered by this article have their regular duties to perform in con-



nection with their employment and, therefore, the business of administering this Collective Agreement will be carried out with the least possible loss of time from such regular duties. The Company agrees to compensate for time lost by the Union Committee while investigating and processing grievances.

**6.07** If either party requests a meeting with the other, the party requesting the meeting shall file a Written agenda with the other at least forty-eight (48) hours in advance of the meeting.

**6.08** The Company agrees to recognize and deal with a Negotiating Committee of not more than two (2) employees, plus the Plant Chairperson or President, who shall be regular employees of the Company, along with representatives of the International Union. The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of the Agreement.

**6.09** Labour/Management Relations Committee

A Labour/Management Relations Committee shall be established consisting of up to three (3) representatives appointed by the Company and up to three (3) representatives appointed by the Union. Union representatives shall not be from the same department or classification. The purpose of the committee is to meet to discuss issues of mutual interest and importance to the parties relating to the Collective Agreement, the relationship between the Company and the Union and for communication purposes. This committee shall not discuss or deal with grievances or complaints under the grievance procedure and shall meet on a regular basis at least once every two (2) months or upon request of ei-

ther party in the event of an urgent matter.

At least two (2) days in advance of any scheduled meetings of the Labour/Management Relations Committee, the Union will supply the Company with an agenda of items it wishes to discuss at the meeting. The Company will supply the Union with an agenda of items it wishes to discuss at the meeting at least two (2) days in advance of any scheduled meetings of the Labour/Management Relations Committee.

- 6.10** The Union will be provided with the name of any new employees, and any new employees will be introduced to their area Union steward during their orientation.

#### **ARTICLE 7-GRIEVANCE PROCEDURE**

- 7.01** The grievance procedures herein provided for are among the most important matters in the successful administration of this Agreement. The Company and the Union therefore agree that the designated grievance procedure as hereinafter set forth shall serve as and constitute the appropriate means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation, application, administration or alleged violation of this Agreement, and the specifically designated grievance procedure shall be strictly followed. Wherever the term "grievance procedure" is used in the Agreement, it shall be considered as including the arbitration procedure.
- 7.02** "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of the Agreement.
- 7.03** The Company shall be under no obligation to consider or process any grievance unless such grievance has been

presented to the Company, in writing, at Step 1 of the grievance procedure within five (5) working days from the time the circumstances upon which the grievance is based were known or should have been known by the griever.

**7.04** The term "working days", as used herein, shall be deemed to mean Mondays through Fridays, save and except vacations and holidays.

**7.05** Before filing a written grievance pursuant to the appropriate grievance procedure set out herein, if an employee so desires, he/she shall be accompanied by his/her Steward when being interviewed where a matter is being discussed that could lead to discipline. The company will advise the employee of this option. The employee and the employee's Steward, if requested by the employee, shall discuss the complaint with their supervisor or immediate supervisor. If the employee's immediate supervisor does not settle the matter within one (1) working day, the designated grievance procedure shall be followed.

**7.06** All grievances shall be in writing, countersigned by the Steward or official of the Union, and save and except as elsewhere provided in this Agreement, shall proceed on the following basis:

**STEP 1** At this step, the Written grievance shall be presented to the department Supervisor or his/her designee within the aforesaid five (5) working days. A meeting will be held between the griever's Steward or the Chief Steward or officer of the Union, together with the griever and the department Supervisor or his/her designee and the employee's supervisor within five (5) working days of such meeting. If the department supervisor or his/her designee's reply is

not satisfactory to the grievance committee, the next step ~~must~~ be taken within five (5) working days after the delivery of the department Supervisor's or his/her designee's reply, but not hereafter. Any Written grievance filed pursuant to the grievance procedure under this Collective Agreement shall provide full particulars with respect to the matter being grieved and shall be signed.

**STEP 2** At this step, the Written grievance shall be presented to the Plant Manager or his/her designee within the aforesaid five (5) working days of the receipt of the department Supervisor's or his/her designee's written reply, but not thereafter. A meeting will be held between the Grievance Committee, a Union staff representative, the griever if required by the Union or Company, and the Plant Manager or his/her designee, along with a Plant Management Committee, within five (5) working days of the presentation of the written grievance to the Plant Manager or his/her designee. The Plant Manager or designee shall give the Company's reply to the Chief Steward within five (5) working days of such meeting.

When either party to the Agreement requests that a grievance be submitted for Arbitration, they shall make such request in writing addressed to the other party to the Agreement within thirty (30) calendar days from the delivery of the step two reply. The arbitration procedure incorporated in the Agreement shall be based on the use of a single arbitrator.

When either party refers a grievance to arbitration, they shall propose three (3) acceptable arbitrators. If none of the proposed arbitrators are acceptable to the other party, they shall propose three (3) arbitra-

tors. If an acceptable arbitrator is not agreed upon, the parties may submit more proposed arbitrators or request the Ministry of Labour to appoint an arbitrator.

- 7.07** Each of the parties hereto Will jointly bear the expense of the arbitrator. The proceedings of the arbitrator will be expedited to the parties hereto.
- 7.08** The arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.
- 7.09** The arbitrator shall not be authorized to alter or amend this Agreement nor to make any decision inconsistent with the provisions of this Agreement, nor to adjudicate any matter not specifically assigned by the grievance attached to the notice to arbitrate in Step 2 of this article.
- 7.10** Either party shall have the right to require the attendance of the grievor at any meeting held pursuant to the grievance procedure.
- 7.11** Union Policy Grievance **Or** Company Grievance

A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing within ten (10) working days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Company and the Union shall be held within five (5) working days of the presentation of the written grievance and shall take place within the framework of Step 2 of this Article.

The Company or the Union, as the case may be, shall give its Written decision within five (5) working days of such meeting.

If the decision is unsatisfactory to the grieving party, the grievance must be submitted to arbitration within **thirty (30) calendar days of delivery of such written decision** and the arbitration sections of this Agreement shall be followed.

It is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the provisions of the Article: Grievance Procedure hereof shall not thereby be bypassed.

#### **7.12 Group Grievance**

The Company recognizes the group grievance as being one which directly affects a number of employees and in which the issue with respect to each such employee is the same. In such case a single grievance shall be **processed** commencing at Step 1 of this Article, within the time limit provided, therein providing all grievers sign the grievance form. A representative griever may attend the grievance meetings.

#### **7.13 Discharge And Suspension Cases**

A claim by a seniority employee that he/she has been discharged or suspended, without just cause, shall be treated as a grievance and shall commence at Step 2 of this Article provided a written grievance signed by the employee and his/her Steward or Union Official is presented to the Plant Manager or his/her **designee** within five (5) working days after receipt of notification of the discharge or suspension. The representative of the Union may attend the meeting, held pursuant thereto, with the Management **Committee**. The discharge of any probationary employee shall **not** be the subject of a grievance.

**7.14** Verbal and ~~written~~ warnings on an employee's file shall not be ~~used~~ for disciplinary purposes after the passage of **twelve (12) months from the date of the disciplinary notation**. Suspensions on an employee's file shall not be used for disciplinary purposes after the passage of **eighteen (18) months** from the date of the disciplinary notation.

#### **ARTICLE 8-HOURS OF WORK AND OVERTIME**

**8.01** It is hereby expressly understood and agreed that the provisions of this Article 8 are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

**8.02** The standard work week shall be **forty (40)** hours per week, Monday to Friday inclusive.

One-shift operations hours of work will be:

7:00am to 3:30pm with an unpaid 30 minute lunch Monday to Friday.

Two shift operations hours of work will be:

Day shift 7:00am to 3:30pm with an unpaid 30 minute lunch Monday to Friday.

Afternoon Shift 3:30 to 2:00am with an unpaid 30 minute lunch Monday to Thursday.

However, where customer or business requirements necessitate a change in the hours of work, the change of hours will be discussed with the union and reasonable notice of such change will be provided ~~to~~ the union. These hours will not be changed without the ~~mutual~~ consent of the union and the company.

If it becomes necessary to implement a three shift operation, the company will meet with the union to discuss the hours of work for such a **three** shift operation. Employees assigned to the three-shift rotation, and limited to only those assigned to the three-shift rotation, will receive a **twenty (20)** minute paid lunch.

**8.03** Overtime shall be voluntary.

Overtime opportunities on the line shall be equitably distributed among those assemblers normally working on the line.

The rate of time and one-half (**1 1/2X**) of the employee's hourly rate exclusive of premiums, shall be paid for all hours work in excess of eight hours per day for day-shift workers and ten hours per day for afternoon shift workers and for all hours worked on Saturday (day shift workers), Friday and Saturday (Afternoon shift workers) and designated holidays defined in Article 15. Overtime at the rate of double (**2X**) the employee's normal hourly rate exclusive of premiums will be paid for all hours worked on Sundays and for hours worked in excess of twelve (**12**) hours per day.

**8.04** The Company shall post lists of overtime offered in each department each month. Where possible employees will be advised of the availability of scheduled overtime forty-eight (**48**) hours in advance of scheduled overtime.

**8.05** Where a two (2) shift operation is required in all or part of the operation, it shall be continued in such affected part(s) of the operation on the following basis, and subject to the Company's production requirements as mentioned in Section 8.03, it shall notify the local Union in advance of such change.



- (1) The second shift shall be comprised of four by ten (**4 x 10**) hour work days, Monday to **Thursday** inclusive.
- (2) For employees on such second shift, overtime shall be paid at time and one-half (1 1/2) for all hours worked in excess of ten (10) hours per day and for all hours worked on Fridays, Saturdays and designated holidays.
- (3) Rest periods on ten (**10**) hour second shifts shall be ten (10) minutes in the first half of the shift and fifteen (**15**) minutes on the second half of the shift.
- (4) Weekly Indemnity payments shall be based on five (**5**) days of eight (**8**) hours regardless of shifts.
- (5) All day shift, one shift, and three shift operations in all or part of plant shall be five (5) days of eight (8) hour work week.
- (6) Employees on a two (2) shift operation shall rotate two (2) weeks on days, two (2) weeks on afternoons.
- (7) Designated holidays to be paid eight (**8**) hours or ten (10) hours depending on shift worked in the week in which the holiday falls - objective to be to provide forty (40) hours pay in week in which holiday falls except for **Christmas**, New Years' period when all six (6) relevant holidays to be paid at eight (8) hours.
- (8) **The Company will not schedule three (3) shift operations for the sole purpose of avoiding implementation of a continuation of the four by ten (4 x 10) hour second shift.**

(9) The continuation of the four by ten (4 x 10) hour second shift shall be the proper subject of negotiations ~~between~~ the Company and the Union during negotiations for the renewal of the Collective Agreement between the parties.

(10) Where the Company changes the standard schedule of starting and quitting times of the ten (10) hour shifts, it shall notify the local union in advance of such change.

**8.06** When, in the opinion of the Company production requires the scheduling of an afternoon shift, the following procedures will apply:

a) Employees wishing to work a straight afternoon shift without rotation should indicate in writing their willingness to work a regular afternoon shift.

b) If at least enough agree ~~so~~ that an entire line can be ~~staffed~~, they shall be accommodated; if more than a full time so indicates, the most senior Assemblers shall be assigned.

c) Similarly, of those then seeking the available straight day jobs, the most senior assemblers shall be so assigned.

#### **ARTICLE 9-SENIORITY**

**9.01** "Seniority" is defined for the purpose of this Agreement as the length of continuous service of any employee of the Company and shall be applied bargaining unit-wide only to the extent provided for in this Agreement.

**9.02** (a) An employee shall not have any seniority rights, and shall be considered as a probationary employee until they have completed their

probationary period of three hundred and sixty hours (360). **An** employee who has completed **their probationary period shall have a** seniority date of their first day of work from the date of last hire. If more than one (1) employee starts on the same day, seniority shall be established by listing the employees who started on the same date, in alphabetical order.

- (b) If an employee is laid off during their probationary period, their past service will be credited to them provided they **are** recalled within **six** (6) months from date of layoff. It is understood that overtime hours are to be counted as straight hours worked.
- (c) A probationary employee who is laid off in excess of thirty (30) calendar days and is recalled shall have their start date adjusted to the new date of hire. If two (2) or more employees acquire seniority on the same day, they will be placed on the seniority list in alphabetical order. It is understood and agreed that probationary employees may be terminated during their probationary period for failure to meet acceptable standards as determined by the company provided that it does not violate the Ontario ~~Human~~ Rights Code, Workers Compensation Act or the Ontario Labour Relations Act.

**9.03** The Company will post seniority lists once every three (3) months and such lists shall show the employee's bargaining unit-wide seniority. Subject to the provisions of the Agreement, seniority shall be bargaining unit-wide. The Company shall furnish the Union with a copy of the

seniority lists each calendar quarter. In the event of a lay-off, The Company shall provide the Union with a written list of those to be laid off prior to the employee being given notice. The Company shall advise the Union of all hiring and terminations by memorandum each month. A copy of such seniority list shall be mailed to the area office of the Union. The Company agrees to provide the Union Area Office every December 31st, with a seniority list which includes the employees addresses, telephone numbers and rates of pay.

**9.04** In filling permanent job vacancies within the bargaining unit, and in cases of layoff and recall of the working force, the Company shall consider qualifications, skills and seniority. ~~where~~ qualifications and skill are relatively equal in the Company's judgement, seniority in the bargaining unit shall govern subject to the grievance and/or arbitration procedure.

**9.05** Layoffs shall take place in accordance with this Article hereof.

(a) Whenever it becomes necessary to reduce the working force, affected employees with the least bargaining unit-wide seniority in the job classification shall be subject to layoff first. Employees being laid off will be provided with notice as required under the Ontario Employment Standards Act (as amended 1994).

(b) Such employee scheduled for layoff may elect to exercise bumping rights whereby she/he may bump any employee with less seniority subject to the provisions of Section 9.04. Employees will be permitted to use their bumping rights once for each layoff out of their classification.

- (c) Whenever it becomes necessary to reduce the work force, the employee affected shall be given at least one (1) week's notice in advance of the date of layoff or pay in lieu thereof.
- (d) For the purpose of recalling employees to work after, employee(s) shall be recalled in accordance with their seniority, provided the employee(s) is qualified to perform the work required.
- (e) Notice of recall shall first be made by telephone. If the employee cannot be reached, the Company shall notify her/him by registered mail to the employee's last known address on record.
- (f) A displaced employee shall be returned to her/his previously held job in the classification when it becomes available.
- (g) Employees in the classifications of tool and die maker, electrician 2, electrician 1, machinist, maintenance 2, and maintenance 1, shall exercise layoff and recall rights only within those classifications.

**9.06** In the case of temporary layoff of five (5) working days or less, article 9.05(c) shall not apply.

**9.07** Seniority rights of an employee shall cease and his/her employment shall be terminated for any of the following reasons:

- (a) if the employee quits his/her employment;
- (b) if the employee ~~is~~ discharged ~~for~~ just cause and such discharge is not reversed by the grievance procedure;

- (c) if the employee absents him/herself from work without permission for three (3) consecutive working days or more, without furnishing an explanation acceptable to the Company;
  - (d) if a laid-off employee fails to notify the Company of his/her intention to return to work within three (3) working days of receipt of notification and fails to return to work within seven (7) calendar days following receipt of notification by registered mail to him/her at his/her address on the records of the Company, requiring him/her to return to work; receipt shall be deemed to mean on the business day after mailing;
  - (e) if the employee is laid-off for a period of twelve (12) consecutive months providing he/she does not have five (5) years' or more seniority, in which case, he/she would lose seniority rights after twenty-four (24) consecutive months of layoff;
  - (f) if the employee is absent due to sickness or accident, for a period of twelve (12) consecutive months, providing he/she does not have five (5) years' or more seniority, in which case, he/she would lose seniority rights after twenty-four (24) consecutive months of sickness or accident, except for employees who have ten (10) years' or more seniority, in which case, such employees would lose seniority rights after thirty-six (36) months of sickness and accident, except in cases of absence related to Workers' Compensation.
- 9.08** A person who is rehired after losing his/her seniority will be a probationary employee.

**9.09** Employees are required to maintain regular contact with the company. **An** employee's return to work after sick leave or injury will be conditional on his/her supplying, when requested, a certificate from his/her appropriate physician the he/she is fully recovered. Employees returning from WSIB or Weekly Indemnity must give as much notice as possible of their intent to return to work.

**9.10** The Company will grant to three (3) members of the Union Executive, top seniority for the purpose of layoff and recall only, providing however, that they have the skill and ability to perform the normal requirements of the job available. The Union shall notify the company of the names of the people to be so designated. The president of the Local shall be provided with steady days for the term of his/her office, provided such scheduling does not have an adverse effect on the plant. Where a problem arises, the Company shall first discuss it with the Union with a view to finding an acceptable solution.

#### **ARTICLE 10-SHIFT PREMIUMS**

**10.01** A premium of fifty (\$.50) cents per hour will be paid to all employees assigned to, and who work on the afternoon shift and fifty-five (\$.55) cents for those assigned to and who work the night shift.

#### **ARTICLE 11-REST PERIODS**

**11.01** Employees shall be entitled to a rest period of ten (10) minutes during each half shift at times which are approximately in the middle of half shift.

#### **ARTICLE 12-WASH-UP PERIOD**

**12.01** Each employee shall be permitted to take a wash-up period of five (5) minutes immediately before the end of each half shift. During the second wash-up prior to the

end of the shift, employees are required to clean their work area, put their tools away and wash-up.

#### **ARTICLE 13-JOB POSTING**

**13.01** The Company agrees to post permanent job vacancies in the bargaining unit, in all classifications other than assembler, for three (3) working days when:

- (a) any job vacancy that is temporary for more than thirty (30) days beginning with the first day a job is ~~run~~ with a permanently assigned operator; and
- (b) it becomes necessary to permanently increase the number ~~of~~ people on any job classification.
- (c) only the original vacancy and the first two (2) resulting vacancies shall be posted. During the posting period, written application for posted jobs shall be accepted and any employee upon completion of thirty (30) working days employment may bid for a job which is higher rated, lower rated or equally rated. If an employee applies for more than one (1) posted job, he/she shall indicate his/her order of preference.

**13.02** The applicant must have the qualifications to perform the job. Selection will be made in accordance with the provisions of Section 9.04. If there are no suitable applicants then the Company may fill the vacancy ~~from~~ any source.

**13.03** The Company may make temporary appointment to any posted position until the position is filled. The Company shall not consider the experience gained as a result



of a temporary transfer or appointment in filling a permanent job vacancy.

- 13.04** It is understood that the successful applicant to a posted job shall not be allowed to bid for another job for a period of four (4) months after the successful bid, however the successful applicant may return to his/her previously held job within two weeks of selection.
- 13.05** The Company will furnish the Union with all job postings, the names of applicants and successful applicants.
- 13.06** Nothing contained herein shall be interpreted as requiring the Company to fill any vacancy.
- 13.07** The Company and the union will endeavour to accommodate employees with physical limitations, provided the employee's limitations do not limit their ability to perform the essential duties of the job at standards acceptable to the Company.

#### **ARTICLE 14 - TEMPORARY TRANSFERS**

- 14.01** An employee who is transferred to a different job classification within the bargaining unit shall be paid, while so employed, as follows:
- (a) if the transfer is for the convenience of the Company and, if the rate of pay in the classification to which he/she is transferred is less than the employee's regular rate of pay, he/she shall receive his/her regular rate of pay;
  - (b) if the transfer is for the convenience of the Company and, if the rate of pay in the classification to which he/she is transferred is greater than the employee's regular rate of pay, he/she shall receive the higher rate of pay immediately upon transfer;

- (c) if the transfer is for the convenience of the employee, or to enable him/her to avoid layoff, and if the rate of pay in the classification to which he/she is transferred is less than the employee's regular rate of pay, he/she shall receive such lesser rate after five (5) working days.

**14.02** An employee who is transferred to a different job because of staff reduction shall have the right to return to his/her previous job if it becomes a vacancy.

**14.03** Transfer of employees to non-bargaining unit positions shall not be subject to the provisions of this Collective Agreement. An employee transferred out of the bargaining unit shall accumulate seniority for a period of three (3) months and should such employee decide to return to the bargaining unit or be returned by the company during the three (3) months period, they shall be returned to the job classification and department held by such employee immediately prior to such transfer. Employees transferred back into the bargaining unit after three (3) months will start as a new employee.

**14.04** In filling higher rated temporary vacancies, other than when training personnel, the Company shall transfer in accordance with the requirements of Section 9.04. Such temporary transfers shall be for a maximum of thirty (30) working days.

**14.05** The Company agrees, before temporarily transferring an employee on an extended transfer (which in any case shall not result in an employee having their pay increased upward by more than the pay for the classification), that the Company would in such cases where it involved an upward transfer out of seniority, discuss such transfers with the Union before the Company makes its final decision.

**ARTICLE 15-DESIGNATED HOLIDAYS**

15.01 The following designated holidays will be granted to all employees, with pay, after they have completed their probationary period. The holidays will be observed on the following days.

<b>Holiday</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>
<b>New Year's Day</b>		Jan 1 (M)	Jan 1 (Tu)	Jan 1 (W)
<b>Good Friday</b>	April 21	April 13	March 29	April 18
<b>Victoria Day</b>	May 22	May 24	May 20	
<b>Canada Day</b>	June 30	July 2	July 1	
<b>Civic Holiday</b>	Aug 7	Aug 6	Aug 5	
<b>labour Day</b>	Sept 4	Sept 3	Sept 2	
<b>Thanksgiving Day</b>	Oct 9	Oct 8	Oct 14	
<b>Day prior to</b>				
<b>Christmas</b>	Dec 27 (W)	Dec 24 (M)	Dec 24 (Tu)	
<b>Christmas</b>	Dec 25 (M)	Dec 25 (Tu)	Dec 25 (W)	
<b>Boxing Day</b>	Dec 26 (Tu)	Dec 26 (W)	Dec 26 (Th)	
<b>Float</b>	Dec 28 (Th)	Dec 27 (Th)	Dec 27 (F)	
<b>Day prior to</b>				
<b>New Years</b>	Dec 29 (F)	Dec 31 (M)	Dec 31 (Tu)	

In the event that any of the above-listed designated holidays fall during an employee's approved vacation and, provided that the employee would otherwise be entitled to such designated holidays, he/she shall be allowed an extra paid day of vacation immediately following the completion of his/her vacation in lieu of the designated holiday.

- 15.02** (a) Holiday pay shall be paid for on the basis of one (1) regular day's pay at the employee's straight time hourly rate provided the employee works his/her full scheduled shift immediately after the holiday in question. Where the employee is absent on such scheduled shift, either immediately before and/or immediately after the holiday in question, the maximum loss will be limited to one (1) paid holiday for each full qualified day absent. Employees laid off prior to the holidays will be paid for the holiday provided they have worked twelve shifts in the four weeks prior to the holiday and they work their next scheduled shift.
- 15.02** (b) If an employee is late the day prior to a holiday or late the day after the holiday, the employee will not necessarily lose the pay for the holiday providing the employee provides a reasonable excuse, acceptable to the Company, for such lateness.
- 15.03** An employee required to work any of the above-named holidays shall be paid at the rate of time and one-half (1 1/2) his/her normal straight time hourly rate in addition to any holiday pay to which he/she would otherwise be entitled.
- 15.04** If any of the above-listed holidays fall on a Saturday, the preceding Friday or the following Monday will be considered the date of the date of the holiday; and, if any of the above noted holidays fall on a Sunday, the following Monday will be considered the date of the holiday, unless otherwise mutually agreed by the parties. In the event that any of the above-listed designated holidays fall during an employee's approved vacation and, provided that the employee would otherwise be entitled to such designated holidays, he/she shall be allowed an extra paid day of vacation immediately following the completion of his/her vacation in lieu of the designated holiday.

**ARTICLE 16-NO STRIKES OR LOCKOUTS**

16.01 The Union undertakes and agrees that, while this Agreement is in operation, neither the Union nor any employee shall take part in or call or encourage any strike, sit down, slowdown, or any suspension of or, stoppage of or interference with work or production which shall in any way affect the operation of the Company, and that there shall be no sympathy strikes or secondary boycotts; and the Company agrees that it will not engage in any lockout during the term of this Agreement.

**ARTICLE 17-LEAVE OF ABSENCE**

17.01 All leaves of absence shall be without pay or any other form of compensation. Leave of absence shall mean an absence from work requested by an employee, in writing, and consented to by the Company. Leave granted shall be in writing covering a specific period of time. Leave of absence shall be permissive only and shall be without pay or any other form of compensation, and the employee shall not work in any other position during such leave of absence unless agreed to by the Company in writing. The Company shall acknowledge a request in writing, for a leave of absence within one week of receipt of the request. Such acknowledgements shall be in writing and shall indicate that the request is denied, granted or cannot be answered definitely at that time.

17.02 An employee who has completed her probationary period shall be entitled to maternity or parental leave in accordance with the Employment Standards Act. The Company shall continue the benefit coverage, except weekly indemnity during the pregnancy leave. Each employee shall sign a waiver before commencing her pregnancy leave authorizing the Company to deduct the cost of such benefit premiums from monies owing should

such employee not return to work after her leave.

**17.03** An employee shall accumulate seniority during the first eight (8) calendar months of her leave of absence.

**17.04** The Union will be notified of all leaves granted under this Article.

**17.05** The Company shall grant an employee a leave of absence of not more than one year, to work in an official capacity for the local or the International Union. Such leave must be applied for in writing at least one (1) month before the commencement of such leave and must be approved in writing by the Union. Such leave of absence may be extended for additional periods of time on the mutual agreement of the parties.

**17.06** The Company agrees to grant a leave of absence to not more than three (3) employees at any time to attend legitimate Union functions, conventions, seminars and ~~meetings~~ for a maximum of five (5) working days on any one occasion, or accumulative maximum of forty-five (45) working days in any calendar year excluding time spent in negotiations and/or arbitration with the Company. A request for an extension by the Union shall not be unreasonably denied by the Company. In the event that the 45 working day time limited above has been reached, the company will give consideration to union leaves for special emergency purposes subject to production scheduling and efficient operation of the plant.

#### **ARTICLE 18-VACATIONS WITH PAY**

**18.01** Any employee who has been employed by the Company for less than one (1) year shall receive vacation pay in accordance with Provincial law.

**18.02** Any employee who ~~has~~ been employed by the Com-

pany for one (1) year, but less than five (5) years, from his/her employment anniversary date shall be entitled to two (2) weeks' vacation with pay or four (4) percent of gross earnings, whichever is greater, provided such employee has worked fifteen hundred (1500) hours in the year preceding July 1; otherwise, he/she would receive four (4) percent of his/her gross earnings.

18.03 Any employee who has been employed by the Company for five (5) years, but less than ten (10) years, from his/her employment anniversary date shall be entitled to three (3) weeks' vacation with pay or six (6) percent of gross earnings, whichever is greater, provided such employee has worked fifteen hundred (1500) hours in the year preceding July 1; otherwise, he/she would receive six (6) percent of his/her gross earnings.

18.04 Any employee who has been employed by the Company for ten (10) years from his/her employment anniversary date, in any year, shall be entitled to four (4) weeks' vacation **with** pay or eight (8) percent of **gross** earnings, whichever is greater, provided such employee has worked fifteen hundred (1500) hours in the year preceding July 1, otherwise he/she would receive eight (8) percent of his/her gross earnings.

18.05 Any employee who has been employed by the company for twenty (20) years from his/her employment anniversary date, in any year, shall be entitled to five (5) weeks vacation with pay or ten (10) percent of **gross** earning, whichever is greater, provided such employee has worked fifteen hundred (1500) hours in the year preceding July 1, otherwise he/she would receive ten (10) percent of his/her gross earnings.

- 18.06 If an employee is receiving sick pay from the Company, on Union time, or compensation from Workers' Compensation, these hours will be taken as hours worked for the purpose of calculation of the fifteen hundred (1 500) hours for the current vacation year in Articles 18.02, 18.03, 18.04, 18.05.
- 18.07 The Company shall provide vacation pay at the time vacation is taken, if requested by the employee.

#### **ARTICLE 19-BENEFITS PROGRAM**

- 19.01 Benefits and plans referred to in this Article are necessarily qualified in their entirety by reference to the underlying policies or contracts of insurance. The terms of any contract issued in respect hereof, by an insurance agency or governmental agency, shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder, and in all matters pertaining to the existence and extent of benefits and conditions.
- 19.02 The following benefit program shall remain in existence for the term of this Collective Agreement and be paid for by the Company on behalf of seniority employees, providing such employees have not attained age sixty-five (65). The Company shall continue to pay the benefit premiums for otherwise eligible employees for the month following the month of layoffs except for Weekly Indemnity.
- (a) Group Life Insurance - effective upon signing \$29,000, effective 1 May 2001, \$30,000, effective 1 May 2002 \$31,000.
  - (b) Accidental Death and Dismemberment - effective upon signing \$29,000, effective 1 May 2001, \$30,000, and effective 1 May 2002, \$31,000.



- (c) Weekly Indemnity- first day accident, first day hospitalization, including outpatient treatment; third day sickness for a period of thirty-nine (39) weeks at seventy (70) percent of basic earnings. All days are work days.
- (d) Drug Card Plan-with a deductible of One dollar (\$1.00).
- (e) Dental Plan-equivalent of Blue Cross #9 based on the 1999 O.D.A. dental fee schedule, effective upon signing, effective 1 May 2001 based on the 2000 O.D.A. schedule, and effective 1 May 2002 based on the 2001 O.D.A. schedule, with a deductible of twenty dollars (\$20.00) per family and ten dollars (\$10.00) single per year, and a co-insurance of eighty/twenty (80/20) percent (eighty percent paid by the Company). The Company will retain any recovery forthcoming ~~from~~ any EI wage loss replacement plan submission to help defray the cost of improved benefits.
- (g) Standard Major medical -effective May, 1991 a medicare supplement program for semi-private hospital coverage will be introduced with a deductible of twenty dollars (\$20.00) per family and ten dollars (\$10.00) single per calendar year, and a co-insurance of eighty/twenty (80/20) percent (eighty percent paid by the Company).
- (h) Employees off work because of sickness or accidents shall have their premiums paid for the above plans for the period of their accident or illness to a maximum of six (6) months. Employees on WCB claim shall have their

premiums paid for the above plans for a period of one (1) year.

- (i) Effective 1 May 2001 a family vision care plan will be established providing up to \$100 per family member toward the purchase (when supported by a receipt) of prescription eye glasses every twenty-four (24) months.

19.03 Upon written request, the company will arrange for the union to view benefit policies at the company offices at mutually agreeable time.

19.04 Effective 23 April 2000, the level of contribution to the group RRSP established on Jan. 1, 1992, will increase to \$.35 per hour worked by seniority employees, effective 23 April 2001 the level of contribution will increase to \$ .50 per hour worked, and effective 23 April 2002 the level of contribution will increase to \$.65 per hour worked. In addition the Group RRSP will allow employee contribution by payroll deduction. This plan will be governed by the appropriate legislation, and equal representation, union and management to form a revised committee.

#### **ARTICLE 20-PAY FOR DAY OF INJURY**

20.01 An employee who is injured on the job and is sent home, by the Company or attending physician, will be paid his/her base hourly rate exclusive of premiums for the remainder of the shift. The Company will also provide transportation to the physician's office or hospital and to the employee's home, where necessary. The provisions of this Article providing for payment shall not apply if the employee qualifies for Worker's Compensation for that day.

**ARTICLE 21-BEREAVEMENT PAY**

**21.01** In the event of a death in the immediate family of an employee with seniority, the employee will be granted time off up to three (3) working days. The time off can be taken in consecutive or separate days within one (1) week inclusive of the death. Payment will be at the employee's straight time hourly rate of pay exclusive of premiums. "Immediate family" shall mean: mother, father, stepmother, stepfather, current spouse, children, stepchildren, sister, brother, stepsister, stepbrother, grandchildren, current mother-in-law, current father-in-law or grandparent of an employee. Effective April 23rd, 1994 employees will be granted one (1) day bereavement in the event of the death of a current brother-in-law and current sister-in-law. Bereavement pay will not be paid in addition to any type of allowed pay nor for any day upon which the employee would not otherwise have performed work for the Company. Payment for said day will be at the employee's straight time hourly rate of pay exclusive of premiums, provided that such pay will not be paid in addition to any type of allowed pay nor for any day upon which the employee would not otherwise have performed work for the company.

**ARTICLE 22-PAY FOR JURY SERVICE AND WITNESS FOR THE CROWN**

**22.01** The Company shall pay an employee who is required for jury service or witness for the Crown, for each day of service, the difference between his/her normal, straight time, hourly rate for the number of hours he/she normally works on his/her regular shift and the payment he/she receives for jury service or witness for the Crown. The employee will present proof of service and the amount of pay received. To be eligible for pay for jury

service or witness for the Crown as provided herein, the employee must present, to the Company, notice of jury duty or witness for the Crown summons within one (1) day of receipt and proof of the amount of pay received; further, the employee must report for work when not required for actual jury duty or witness for the Crown as soon as possible and work for the balance of his/her scheduled time.

#### **ARTICLE 23-REPORTING ALLOWANCE**

- 23.01** An employee who properly reports for work as scheduled or as directed, unless he/she has been notified in advance not to report, will receive at least four (4) hours' work at his/her straight time hourly rate or shall be paid for four (4) hours at his/her straight time hourly base rate, exclusive of premiums, except in cases of power or other utility breakdown; inclement weather, or any other similar causes beyond the control of the Company. When an employee has not been working because of illness, leave of absence or any other cause, it shall be his/her responsibility to arrange with the Company for his/her return to work at least one (1) but not more than two (2) regular working days prior to the time of his/her intended return. It is the employee's duty to keep the Company informed of his/her correct address and telephone number and the Company will not be liable for any payment herein unless such arrangements have been made.
- 23.02** When an employee is called into work at other than his/her regularly scheduled hours, he/she will be paid a minimum of three (3) hours' pay at his/her regular rate, or the actual hours worked at the applicable overtime rate, whichever is greater; provided, however, that if an employee is called in to commence work less than three (3) hours before the beginning of his/her regularly sched-

uled shift, he/she shall be guaranteed only such work as would occur in the time between his/her arrival at work and the commencement of his/her normally scheduled shift.

**ARTICLE 24-COPIES OF AGREEMENT AND BENEFIT SUMMARY**

**24.01** The Company and the Union desire every employee to be familiar with the provisions of this Agreement, and his/her rights and duties under it and their benefit arrangements. For this reason, the Company will print the Agreement and the management will give a copy to each employee. All employees also will be given a copy of the benefit summary. Where a significant delay occurs, the Company will make available photocopies upon an employee's request.

**ARTICLE 25-BULLETIN BOARD**

**25.01** The Company agrees to provide the Union with a bulletin board in the plant for the purpose of posting Union Notices and official papers. All notices must be signed by an official of the Union and shall be subject to the approval of the Plant Manager, or their designee, prior to posting. Such permission shall not be unreasonably withheld.

**ARTICLE 26-SAFETY AND HEALTH**

**26.01** The Company and the Union shall maintain an Occupational Safety and Health Committee consisting of two (2) members elected or appointed by the Union and two (2) members appointed by the Company. The Chairperson of the Committee shall alternate every six months between the Union and the Company.

**26.02** The general duties of the Occupational Safety and Health Committee shall be to ensure compliance with the provi-

sions of the Industrial Health and Safety Acts of Ontario, and

- (a) to make a monthly inspection of the plant or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.
- (b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it. Such investigations shall include accidents which might have caused injury to an employee whether or not such injury occurred.
- (c) To hold regular meetings at least monthly for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.

26.03 The Company shall supply all protective clothing and other devices deemed necessary by the provisions of the Ontario Health and Safety Act to protect employees from injuries arising from their employment with the Company.

26.04 The Company, for the purpose of promoting safety and safe practices agrees to contribute to seniority employees, \$85.00 per calendar year (effective upon signing) towards the purchase of safety shoes (meeting the specifications as designated by the Company and when accompanied by a receipt from a safety shoe store). The spray booth painters, paint system operator and maintenance will be eligible for reimbursement twice per calendar

year. Effective April 23, 2001 this amount will increase to \$90.00 and effective April 23, 2002 this amount will increase to \$95.00.

- 26.05** The company will continue to provide one (1) pair of prescription safety glasses for employees every twenty-four (24) months as prescribed by an optometrist.

**ARTICLE 27-SUPPER ALLOWANCE**

- 27.01** If an employee is required to work three (3) hours of overtime or more immediately after the completion of their regular shift, and has not been notified twenty-four (24) hours in advance of the scheduled overtime, the employee will be granted a supper allowance of \$3.00. In the case of Saturday, Sunday and holiday work, a supper allowance will be granted if an employee is required to work three (3) additional hours or more, immediately after eight (8) hours of overtime without twenty-four (24) hours notice in advance. Effective April 23rd, 1994 supper allowance will increase to \$4.00.

**ARTICLE 28-DURATION**

- 28.01** This agreement shall remain in full force as of the date of ratification up to and including April 22, 2003, and shall continue in force from year to year thereafter unless during the last ninety (90) days before the date of its termination either party shall furnish the other with a notice of termination, or the proposed revision of this Agreement.

**ARTICLE 29-PAID EDUCATION LEAVE AND HUMANITY FUND**

- 29.01** Effective as of ratification, there will be a deduction of one cent (\$.01) per hour from each employee, for every hour worked, to be deposited into a trust for the purpose

of Paid Education Leave. The Company will deposit such funds quarterly.

**29.02** The Company agrees to deduct on a weekly basis the amount of **forty (\$40)** cents per week from the wages of all employees in the bargaining unit for all hours worked, and prior to the 15th day of the month following to pay the amount so deducted to the "Humanity Fund" and to forward such payment to the National Office of the United Steelworkers of America, 234 Eglinton Ave. E. Toronto, Ontario, M4P 1K7 and to advise in writing both the Humanity Fund and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made. All employee deductions are voluntary and may be cancelled upon request. All employee deductions will be displayed at the appropriate location on their T4 slips.



**ARTICLE 30-WAGES AND CLASSIFICATIONS**

	April 23 2000	April 23 2001	April 23 2002
Janitor	12.00	12.36	12.73
Assembler	12.00	12.36	12.73
Paint Line Attendant	12.14	12.50	12.88
Machine Operator 1	12.17	12.54	12.92
Machine Operator 2	13.29	13.69	14.10
Machine Operator 3	15.46	15.92	16.40
Machine Operator 4	16.19	16.68	17.18
Paint System Operator	16.48	16.97	17.48
Material Handler	14.72	15.16	15.62
Distribution Operative	14.72	15.16	15.62
Inventory Controller	15.23	15.69	16.16
Shipper/Receiver	16.19	16.68	17.18
Maintenance 1	16.19	16.68	17.18
Maintenance 2	18.11	18.65	19.21
Machinist	18.11	18.65	19.21
Electrician 1	19.31	19.89	20.49
Electrician 2	20.09	20.69	21.31
Tool and Die Maker	20.09	20.69	21.31

Special Premiums:

Large fan heater tester/

fin ops .50

First Aid .50

Group Leader .75

Coordinator 1.00

Log Spray Booth Painter Classed in Mach op2

Small Fan Heater Tester Classed in Mach op1

30.01 Employees assigned Line Tender, Fin Press operators, and Large Fan Heater Tester on a regularly designated basis will receive an additional 50 cents (\$.50) per hour premium. This premium is payable when temporary assignments are made for the convenience of the Company. Employees lose the premium through contractual layoffs, bumps or job posting.

Probationary employees will be paid twenty cents (\$.20) below the rates indicated above.

Two First Aid Attendants per shift, one male and one female, will be designated by the Company and paid an additional fifty cents (\$.50) per hour while serving in this function.

The above rates will be reduced by one cent (\$.01) for the purpose of Paid Education leave (see Letter of Agreement).

The wages shall remain fixed during the terms of the Agreement unless amended by the parties.

Line tender, fin press and tube fill for the purposes of layoff and recall, these jobs are considered separate classifications.

30.02 In the event the Company creates a new bargaining unit job, the Company shall first negotiate the rate for the job with the Union. If the parties fail to agree to a new rate, the Union may file a grievance in accordance with article 7.12 of this collective agreement.

**IN WITNESS WHEREOF** this Agreement is duly executed by  
the parties hereto the day of \_\_\_\_\_, 2000.

<b>FOR THE COMPANY:</b>	<b>FOR THE UNION:</b>
Wm. Kran	D. Hilker
B. Burke	J. Barthorpe
R. Grainger	G. Bishop
	D. Bonneville

#2 Letter of Agreement  
between  
**Dimplex North America ltd.**  
and the  
**United Steelworkers of America**

It is understood that the vacation year is July 1 to the following June 30. Employees eligibility for vacation is determined by their anniversary date. Employees who have an anniversary date between July 1 and December 31 shall be entitled to their additional week with pay at any mutually agreeable time between their anniversary date and the following June 30, and they shall receive the relevant pay to clear out their vacation entitlement for that vacation year. They shall then be eligible for their normal 3 week's vacation with pay (or 4 or 5 weeks as the case may be) in each following July 1 to June 30 vacation year.

Employees with an anniversary date from January 1 to June 30 inclusive shall be eligible for the additional week with pay after July 1 following.

In all cases, anniversary date shall be based on the employees seniority date.

Dated at Cambridge this 23 day of April, 1997.

<b>FOR THE COMPANY:</b>	<b>FOR THE UNION:</b>
Wm. Kran	D. Hilker
B. Burke	J. Barthorpe
R. Grainger	G. Bishop
	D. Bonneville

#1 Letter of Agreement  
**between**  
Dimplex ~~North~~ America Ltd.  
and the  
~~United~~ Steelworkers of America

When an employee is absent on Company business, Union business or in attendance at a training course, he/she will be advised promptly of jobs posted in accordance with Article 13.01. If on Union business for longer than one (1) day, the employee must leave a telephone number with the Company where they can be contacted. If no telephone number is left, the Company shall have no obligation to contact. Any response from the employee must be within the posting period.

Dated at Cambridge this 23 day of April, 1997.

<b>FORTHECOMPANY:</b>	<b>FORTHEUNION:</b>
<b>Wm. Kran</b>	<b>D. Hilker</b>
B. Burke	J. Barthorpe
<b>R. Grainger</b>	G. Bishop
	D. Bonneville

**#3 Letter of Agreement**

between

**Dimplex North America Ltd.**

and the

**United Steelworkers of America**

The company will establish a fund of one thousand (\$1,000) to cover the one-time costs of prescriptions not covered under the current Ontario Formulary administered by the drug card plan.

**Effective April 23, 2000** this fund will be "topped up" to \$1000.00.

Dated at Cambridge this **23 day** of April, **2000**.

FOR THE COMPANY:

**Wm. Kran**

B. Burke

R. Grainger

FOR THE UNION

**D. Hilker**

J. Barthorpe

G. Bishop

D. Bonneville

#4 Letter of Agreement  
**between**  
Dimplex North America Ltd.  
and the  
United Steelworkers of America

The Company will provide payment of weekly indemnity through the appropriate group insurance plan for any employee who has applied for but has not received Workers' Compensation Benefit within three (3) weeks of filing a claim. Once an employee is in receipt of Workers' Compensation payment(s), the insurance of weekly indemnity will be reimbursed.

Dated at Cambridge this 23 day of April, 1997.

<b>FOR THE COMPANY:</b>	<b>FOR THE UNION:</b>
Wm. Kran	D. Hilker
B. Burke	J. Barthorpe
R. Grainger	G. Bishop
	D. Bonneville

**#5 Letter of Agreement**  
between  
**Dimplex North America Ltd.**  
and the  
**United Steelworkers of America**

Group Leaders:

Group leader premium of seventy-five (\$.75) cents above the employee's classification rate shall be paid in addition to the employee's classification rate of pay while he/she is responsible for:

- a) Leading and directing a group of employees; or
- b) Overseeing a small **area** of responsibility - for instance with respect to a specific product line; or a department(s) or a small number of employees.
- c) Acting on behalf of supervision in accounting for the activities of a shift.
- d) **Perform** a minimal amount of routine record **keeping**.

The Company will post the successful candidate's name appointed by the Company on the board.

For the purposes of layoff, Group Leaders shall have seniority only within their classifications.

For the purposes of overtime distribution, Group Leaders shall be entitled to overtime within their classification.

Coordinator:

Coordinators will be paid a premium of one dollar (\$1.00) above



the employee's classification rate for the highest job classification that the coordinator is overseeing. Coordinator will be responsible for:

- a) Leading and directing a group of employees; or
- b) Overseeing an area of responsibility - for the instance with respect to a specific product line; or the plant on a shift or majority thereof
- c) Acting on behalf of supervision in assigning work, accumulating records and detailed data and/or accounting for the activities of a shift.

The Company will post the successful candidate's name appointed by the Company on the Board.

For the purposes of layoff, coordinators shall have seniority only within their classifications.

For the purposes of overtime distribution coordinators shall be entitled to overtime, as in a), b) and/or c) and any work he/she normally performs.

Dated at Cambridge this 23 day of April, 1997.

<b>FOR THE COMPANY:</b>	<b>FOR THE UNION</b>
Wm. Kran	D. Hilker
B. Burke	J. Barthorpe
R. Grainger	G. Bishop
	D. Bonneville

#6 Letter of Agreement  
between  
**Dimplex North America Ltd.**  
and the  
**United Steelworkers of America**

Letter of agreement regarding inverse seniority.

- 1.01** When a lay-off is required, and it is mutually agreed between the Company and the Union, senior employees may request to be placed on lay-off in preference to more junior employees. Such a layoff will be granted, provided the company has sufficient numbers of qualified employees to perform the required work. Such layoffs will last up to a maximum of thirteen (13) weeks in duration, unless mutually agreed by all parties.
- 1.02** Prior to the layoff the company will post a notice of the anticipated duration of the layoff and the number of employees to be affected. Those wishing to apply for inverse seniority layoff shall indicate their desire to be laid off in writing by a date set on the notice.
- 1.03** If an employee, electing inverse layoff, has less seniority than any employee being laid off under the normal procedures outline in the collective agreement, he/she shall revert to the normal layoff provisions immediately.
- 1.04** Should a layoff for which inverse seniority has been applied extend beyond the stated period (or such other time that has been mutually agreed by all parties) those on inverse layoff will be recalled to work and be subject to the normal layoff procedures.

- 1:05** Employee, while on inverse layoff shall be bypassed for recall during any period of the stated period by completing a waiver form supplied by the company. A copy of this form will be given to the employee and the union. Employees who complete this form will be by-passed from the recall list during this period identified on the waiver form. Upon the expiration of this waiver period, the employee will be placed on the recall list in order of seniority. When a recall occurs, employees laid ~~off~~ by inverse seniority will be recalled using the normal recall procedures.
- 1:06** Recalled employees shall be recalled to a classification to which they were assigned in the most recent work force reduction or to their regular classification provided they have greater seniority than those in the classification.
- 1:07** This procedure will be in effect for a trial period from ~~1997~~ to ~~1998~~ and may be cancelled on the anniversary date of implementation by either party, by notifying the other party in writing, if no notification is issued, the procedure shall continue until the expiry of the collective agreement.

FORTHECOMPANY:	FORTHEUNION
Wm. Kran	D. Hilker
B. Burke	J. Barthorpe
R. Grainger	G. Bishop
	D. Bonneville

**#7 Letter of Agreement**  
between  
**Dimplex North America Ltd.**  
and the  
**United Steelworkers of America**

**Letter of agreement regarding training committee**

The parties agree to a joint training committee of 2 elected or appointed Union and 2 management persons to meet and review with the trainee his/her **progress** and, from time to time, review and improve training procedures and/or other pertinent jobs on which the training program should apply.

The Company and the Union Committee will review and resolve issues of "training" through the labour/management committee within 75 days of signing of the Collective Agreement.

Dated at Cambridge this 23 day of April 1997.

<b>FOR THE COMPANY:</b>	<b>FOR THE UNION:</b>
<b>Wm. Kran</b>	<b>D. Hilker</b>
B. Burke	J. Barthorpe
R. Grainger	G. Bishop
	D. Bonneville

**# 8 Letter of Agreement**  
**Between**  
**Dimplex North America**  
And the  
**United Steelworkers of America**

Letter of Agreement regarding Outsourcing

In the event the company plans to outsource work currently performed by members of the bargaining unit, and such outsourcing will result in permanent job loss, the company will meet **with** the union and discuss the reasons for outsourcing in advance **of** any layoffs.

**FOR THE COMPANY:**

Wm. Kran  
B. Burke  
R. Grainger

**FOR THE UNION**

**D. Hilker**  
J. Barthorpe  
G. Bishop  
D. Bonneville



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**NORTH AMERICA LIMITED**

**Your  
Group  
Insurance  
Plan**

## INTRODUCTION

Your employer has entered into an agreement with the **EMPIRE LIFE INSURANCE COMPANY (EMPIRE LIFE)** to provide you with a plan of group insurance benefits.

This information booklet has been prepared in order to give you an informal summary of the benefits and provisions of your Plan. It does not constitute the group Policy and is not a contract of insurance, nor does it confer or grant any contractual or other rights. All rights under this Plan will be governed solely by the provisions of the master Policy and by applicable law.

In the event of any discrepancy between this booklet and the group Policy, the terms and provisions of the group Policy apply.

The booklet contains important information concerning your group insurance coverage and we urge that you keep it **in a safe place**.

Should you have any questions, please contact your plan administrator or Empire Life at [group.csu@empire.ca](mailto:group.csu@empire.ca) or Toll free 1-800-267-0215.

**We have prepared an updated booklet for your reference. Please destroy your present booklet and replace with this May-2001 version.**

**FOR CAMBRIDGE HOURLY EMPLOYEES OF:**

**DIMPLEX NORTH AMERICA LIMITED**

**POLICY NUMBER : G3391-002**

**Arranged by: The Williamson Group Inc.**

Print date: May-2001

**SCHEDULE OF BENEFITS**

**Eligibility Period:** 360 hours worked of continuous employment.

**BASIC LIFE**

**Benefit:** \$30,000

**Maximum Benefit:** \$30,000

**No Evidence Limit:** No evidence of insurability is required.

**Reduction:** Reduces by 50% at age 65.

**Termination:** Age 70 or prior retirement.



## SCHEDULE OF BENEFITS

### EXTENDED HEALTH BENEFIT

**Benefit Period Deductible Amount:**

Major Medical Component	Single	\$10	Family	\$10
Semi-private Hospital Component	Single	\$10	Family	\$20

**Per Prescription Deductible Amount:** \$1.00

**Benefit Period Deductible Applicable:**

Semi-private Hospital Component	Yes
Drug Component	No
Major Medical Component	
- Out of Province of Residence Emergency	No
- Vision Care	No
- Convalescent Hospital	No
- All Other Major Medical Eligible Expenses	Yes

**Coinsurance Amount:**

Semi-private Hospital Component	100%
Drug Component	100%
Major Medical Component	
- Out of Province of Residence Emergency	100%
- Vision Care	100%
- Convalescent Hospital	100%
- All Other Major Medical Eligible Expenses	100%

**Lifetime Maximum:**

In Province of Residence	Unlimited
Out of Province of Residence	
- Major Medical Emergency	\$1,000,000
- Major Medical Referral	\$15,000

## SCHEDULE OF BENEFITS

### EXTENDED HEALTH BENEFIT (Continued)

<b>Paramedical Services: Practitioner</b>	<b>Benefit Period Maximum</b>	<b>Written Referral by Physician Required</b>
Acupuncturist	\$225	No
Chiropractor	\$225	No
Clinical Psychologist	\$1,000	No
Masseur	\$225	Yes
Naturopath	\$225	No
Osteopath	\$225	No
Physiotherapist	Unlimited	No
Podiatrist/Chiropodist	\$225	No
Social Worker	\$225	No
Speech Therapist	\$1,000	No
<b>Hospitalization:</b>	Semi-Private	
<b>Private Duty Nursing:</b>	\$25,000 per individual, in any consecutive 3 year Benefit Period.	
<b>Hearing Aids:</b>	\$500 per individual in each 4 year period	
<b>Drugs:</b>	Generic Prescription- ClaimSecure Drug Card	
<b>Vision Care:</b>	\$100 in any consecutive 24 month period.	
<b>Convalescent Hospital:</b>	Daily limit \$20 for a maximum period of 180 days	
<b>Benefit Period:</b>	12 month period from January 1st to December 31st.	
<b>Survivor Benefit:</b>	24 months	
<b>Termination:</b>	Age 70 or prior retirement.	

## SCHEDULE OF BENEFITS

### DENTAL

<b>Deductible Amount:</b>	Single	\$10	Family	\$20
<b>Coinsurance:</b>	Basic Restorative and Periodontics-Endodontics			80%
<b>Benefit Period Maximum:</b>	Basic Restorative and Periodontics-Endodontics			Unlimited
<b>Dental Fee Guide:</b>	2000 Dental Association Fee Guide for General Practitioners by Province of Residence- all provinces except Alberta 1997 Alberta Dental Association Fee Guide for General Practitioners plus current inflationary adjustment as determined by the Company.- province of Alberta.			
<b>Survivor Benefit:</b>	24 months			
<b>Benefit Period:</b>	12 month period from January 1st to December 31st.			
<b>Dental Recall Frequency:</b>	5 months			
<b>Termination:</b>	Age 70 or prior retirement.			

## **GENERAL PROVISIONS**

### **ELIGIBILITY**

You are eligible for coverage under this Plan if you:

- have satisfied the Eligibility Period;
- have not reached the Termination Age of each respective benefit as specified in the Schedule of Benefits; and
- are Actively at Work.

### **EVIDENCE OF INSURABILITY**

If your written request for coverage is received within 31 days of being eligible, Evidence of Insurability will only be required for any amounts in excess of the respective No Evidence Limits, as specified on the Schedule of Benefits.

Should your written request for coverage be received after 31 days of becoming eligible for coverage and the Policy is mandatory, premiums are payable from the date you became eligible. If however, the Policy is non-mandatory, you will be required to submit Evidence of Insurability for all insurance. Coverage will not become effective until evidence has been reviewed and approved. For further information, please see your Plan Administrator or your Personnel Department.

### **COORDINATION OF BENEFITS**

If the Extended Health or Dental Benefits are included and if either you or your dependants are entitled to benefits under this Plan and any other plan for the same expense, the amount payable will be co-ordinated and/or reduced under this Plan to ensure the total amount payable under all plans does not exceed the amount of the expense incurred. For further information, please see your Plan Administrator or your Personnel Department.

## **TERMINATION OF COVERAGE**

Your benefits will terminate whenever one of the following first occurs:

- termination of employment; or
- premiums are not submitted on your behalf; or
- the Policy is terminated; or

you no longer satisfy one or more of the eligibility requirements above.

## **PAYMENT OF CLAIMS**

### **Claim Filing**

If you wish to claim for any benefit, please see your employer who will provide you with the correct forms and explain how you should file a claim. You should save all bills and original receipts for medical expenses as they will be required for proof of claim.

Whenever possible, you should promptly submit the completed claim form and any actual bills or receipts (**not photocopies**). EMPIRE LIFE should be notified within 31 days of any event which will give rise to a claim, or within 45 days whenever you are absent from work due to a disability.

### **Claim Submission Period**

You have 90 days to submit the required proof of any death and disability claims. For dental and extended health claims, claim forms must be submitted within 365 days from the date the claim was incurred or within 90 days of Policy termination, whichever comes first.

For extended health claims incurred outside of your province of residence, you should first submit a claim to your provincial health plan, then submit a copy of the provincial health plan payment along with your claim form to EMPIRE LIFE.

However, should your Plan include MEDeMERG coverage and you have an emergency while travelling, 24 hour assistance is available by calling one of the phone numbers that appear on the back of your MEDeMERG Card and identifying yourself by the information on the front of the card. An operator at the World Access Operation Centre will assist you.

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## Payment

Claims will be paid after the proof of claim is received. Any death benefit due will be paid to the named beneficiary, if living. Otherwise it will generally be paid to the estate. All other benefits will be paid as directed by you on the claim form. **Please note:** Under some circumstances, Extended Health Benefits may not be payable until the Government Health Insurance Plan concerned has paid its' yearly maximum. Check with your Plan Administrator or your Personnel Department if you require further details.

## ACCESS TO PERSONAL INFORMATION(QUEBEC ONLY)

At EMPIRE LIFE we create enrollment, medical and claims files in order to determine the amount of coverage you and/or your dependants are eligible for and to process any claims you or your dependants may incur. The information contained in these files, which is used by various departments, may allow you and/or your dependants to be identified. However, any file containing your medical status is accessible only to authorized individuals within our Medical Underwriting and Claims Departments.

Subject to the exceptions established by Bill 68, The Act Respecting the Protection of Personal Information in the Private Sector, you may request access to your files either in person, by showing proper identification at our Head Office, or by contacting our Head Office in writing with your request. You have the right to rectify any information which is incorrect (dependent on the circumstance, proof may be required) in your file and also to have any information reproduced and transmitted to you for a reasonable charge. If you prefer, you may contact our Quebec Group Office with your request and they will communicate your request to our Head Office in Kingston, Ontario. Telephone numbers and mailing addresses of both Head Office and the Quebec Group can be obtained from your Administrator.

## **LIFE INSURANCE BENEFIT**

### **AMOUNT OF INSURANCE**

The amount of your Basic Life Insurance coverage is described on the Schedule of Benefits page. You may be required to submit Evidence of Insurability. If you are, you will only be insured for the No Evidence Limit until the evidence is approved.

### **DEATH BENEFIT**

The amount of life insurance for which you are covered will be payable upon your death to your last named beneficiary.

### **APPOINTMENT OF BENEFICIARY**

You may name anyone you please as your beneficiary, and you may change your beneficiary at any time, subject to the laws of your province by filing written notice with EMPIRE LIFE. If you do not appoint a beneficiary or if your beneficiary predeceases you, the death benefit will be payable to your estate.

### **WAIVER OF PREMIUM**

If you become disabled so that you cannot do any work, you may qualify to have your life insurance continue until you reach age 65 without any premiums being required. To be eligible, you must be disabled before your 65<sup>th</sup> birthday or your earlier retirement and you must have been unable to work for at least six months.

### **CONVERSION PRIVILEGE**

Should you leave your Employer's service while the Group Policy is in force and you are under age 65, you may arrange to convert that portion of your Life Insurance, without medical examination, to an individual policy of any one of the standard level premium Life, Term to Age 65 or One Year Term plans then being issued by EMPIRE LIFE, provided application for the converted policy is made within 31 days of termination of employment. The amount will be limited to the lesser of:

- a) the amount of your Life Insurance to a maximum of \$200,000; and
- b) the difference between your amount of Life Insurance in effect upon termination and the amount of life insurance for which you are or become eligible for within the 31 day conversion period.

## EXTENDED HEALTH BENEFIT

### ELIGIBLE EXPENSES

The Extended Health Benefit under this Policy covers all eligible expenses described on the following pages which are not covered by your Government Health Insurance Plan.

The eligible expenses:

- must be incurred while you are insured under the Policy
- must be reasonable, customary and necessary in the treatment of sickness or injury
- must be ordered by a qualified doctor who is neither insured for benefits under the policy nor related to the Person Insured's family by blood or marriage
- must be submitted within 365 days after the date the expense was incurred or within 90 days of the termination of insurance, whichever is earlier.

All eligible expenses may be subject to a Deductible Amount, a Coinsurance Amount and a Maximum benefit amount. Eligible drug expenses will not include any costs in excess of the amount payable by Claimsecure. This includes any Dispensing Fee, if applicable, which exceeds the maximum Dispensing Fee allowable by Claimsecure. Such excess is not considered an eligible drug expense under the Policy. Please refer to **NOTE** on the Drug Component page.

An emergency means a sudden, unexpected occurrence (disease or injury) that requires immediate medical attention. This includes treatment (*non-elective*) for immediate relief of severe pain, suffering or disease which cannot be delayed until the Person Insured returns to your province of residence.

### Deductible Amount

The Deductible Amount, if any, as shown in the Schedule of Benefits Page, is the amount that you are responsible for, in each Benefit Period, before health benefits are payable under this Plan.

The Per Prescription Deductible Amount, if any, as shown in the Schedule of Benefits Page, will be applicable to each prescription for eligible expenses for drugs and neither the Single nor the Family Deductible Amount will be applicable to such eligible expenses.



### **Coinsurance Amount**

The Coinsurance Amount, as shown on the Schedule of Benefits page, is the percentage of eligible expenses paid by your Plan less the Deductible Amount, if any.

### **Lifetime Maximum**

The Lifetime Maximum, as shown on the Schedule of Benefits, is the total aggregate amount payable per person, for eligible expenses incurred inside or, if insured, outside of your Province of Residence, for all periods in which you have been insured under this Benefit, whether consecutive or not.

### **Extension of Benefits**

If you (or your dependant) are totally disabled when your Extended Health Benefit terminates, eligible expenses that you incur as a result of the disability will be paid for up to 90 days following termination during the continuation of disability or to the date you become eligible for benefits under another plan, if earlier.

### **Survivors' Health Benefits**

In the event of your death while you are insured for health benefits under this Plan, the insurance for your surviving insured dependants at your death will continue in force without premium payment but not beyond the earliest of:

- a) the date of remarriage of the surviving spouse
- b) the number of months, if any, as indicated on the Schedule of Benefits from your death
- c) the date of death of the survivor
- d) the date that the survivor no longer qualifies as a dependant, if a child.

This coverage will be provided even if the group Policy should terminate after your death.

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## **Dependants**

Dependants eligible for Extended Health Benefits are your spouse or common-law spouse, and unmarried wholly dependent children not yet 22 (or 26 if full-time students) or unmarried wholly dependent children of any age who are mentally or physically handicapped (please see your Plan Administrator for details to extend coverage for handicapped dependants).

There must be a minimum and continuous cohabitation period of one year before a common-law spouse is recognized, and the couple should publicly represent themselves to society as married. Upon written request, your common-law spouse will be eligible immediately if a child is born to you and your common-law spouse.

Dependants must reside in Canada to qualify for benefits. However, children who are temporarily residing in the United States because they are attending an accredited academic institution will also be eligible for benefits provided they are insured under a Government of Canada Health Insurance Plan.

## **Pregnancy**

The Extended Health Benefit contains no exclusion or limitation for pregnancy or childbirth.

## Charges **not** Covered

Payment will not be made for charges for:

- any attempted suicide or self-inflicted injuries or illness while sane or insane,
- Medical Care for which benefits are payable under any other Benefit Provision of this Policy,
- Medical Care resulting from riot, insurrection, war or hostilities of any kind, or any act incident thereto whether war be declared or not and whether or not the Person Insured was participating therein,
- Medical Care for which the Person Insured is entitled to indemnity or compensation in accordance with the provisions of any Workplace Safety and Insurance Board (WSIB) or similar legislation, unless prohibited by any Government Legislation,
- Medical Care payable in whole or in part by a government under any Government Health Insurance Plan or which would have been payable had the Person Insured been insured thereunder or had proper application been made,
- Medical Care to the extent that the applicable government jurisdiction prohibits the payment of any benefits,
- the committing of, attempt to commit, or provoking of any violation of the criminal law including, without restriction, an assault,
- Medical Care provided by a medical or dental department maintained by an employer, an association, labour union, trustee or similar type of group,
- medical screening or examinations required for the use of a third party,
- broken appointments, transportation costs (including travelling time) of the practitioner, advice received by telephone or other means of telecommunication, or the completion of claim forms required by this Provision,
- Medical Care, the charge for which the Person Insured is not legally required to pay, or for which there is no charge, or for which there would have been no charge but for the existence of insurance,
- Medical Care which is not necessary according to generally accepted standards of medical practice,
- Medical Care rendered principally for cosmetic purposes (as determined by the Company), except when such Medical Care is necessitated by accidental injury,
- Medical Care for the replacement of an appliance which has been lost, mislaid or stolen or to provide any duplicate appliance,
- supplies ordered or services rendered prior to the date the person became a Person Insured,
- shipping and handling charges
- infant formulas, caloric supplements with or without vitamins or minerals.

## HOSPITALIZATION COMPONENT

Inpatient hospital confinement, in your province of residence, for room and board and other hospital services in a semi-private and/or private room accommodation as shown on the Schedule of Benefits page with no limit on the number of days of confinement.

Coverage will be provided for the difference between the hospital's ward and semi-private rates, including Government imposed hospital deterrent charges (where legislation permits insurance of such charges), with **no** limit on the number of days of confinement.

## DRUG COMPONENT

### Generic Prescription Drugs

Coverage will include generic drugs and medicines dispensed by a Physician or Pharmacist only available on the prescription of a Physician or dentist to the extent that they are generally recognized as being effective in the treatment of the injury or Sickness being treated and are not excessive or unwarranted as judged by the generally accepted therapy for such Sickness or injury as determined by EMPIRE LIFE. Drug claims are processed Claimsecure.

"Generic drugs and medicines" are the lowest cost drugs and medicines that contain the same amount of the same active ingredients in the same dosage form as that directed in a prescription.

Such drugs and medicines will also include:

- insulin supplies (ie. needles, syringes and diagnostic tests), but excludes swabs and rubbing alcohol.
- all injectibles including serums, vaccines and injectible vitamins, and
- extemporaneous Compounds prepared by a pharmacist.
- over-the-counter (OTC) products dispensed by a Physician or Pharmacist to the extent that they are generally recognized as being effective as a life sustaining medication.

### Exclusions

- any drug medication which may be purchased without a prescription. This further excludes over-the-counter (OTC) products whether prescribed or not, unless prescribed as a life sustaining medication as noted above.
- fertility drugs, anti-smoking agents, erectile dysfunction drugs, anabolic steroids and items deemed cosmetic.

This Plan also excludes in part:

- vitamins (except injectible),
- patent medicines and GP Products,
- first aid and surgical supplies,
- atomizers and vaporizers,
- salt and sugar substitutes,
- infant formula, dietary foods and aids,
- contact lens care products,
- diagnostic aids and laboratory tests,
- contraceptives other than oral,
- lozenges, mouthwash, toothpastes and cosmetics,
- non-medicated shampoos, skin cleansers, skin protectors, emollients and soaps, and
- any benefit provided by government plan.

NOTE: a Dispensing Fee maximum is administered by Claimsecure. The Dispensing Fee varies by province of residence and is capped based on a reasonable and customary charge in each province.

**DRUG COMPONENT(Cont'd)**

**Infertility Treatments and Anti-Smoking Treatment**

a) Fertility Drugs

Fertility Drugs are not insured under **this** Plan

b) Anti-Smoking Agents

Anti-Smoking Agents are not insured under this Plan

## MAJOR MEDICAL COMPONENT

Payment will be made for the following eligible expenses that you incur in your province of residence.

**Medical Supplies and Appliances** - This Plan will rent or purchase at the option of the Company, the following durable equipment:

- aerosol equipment, mist tents and nebulizers for cystic fibrosis, acute emphysema, chronic obstructive bronchitis or chronic asthma
- apnea monitors for respiratory dysrhythmias
- artificial eyes, including repair and replacement (maximum \$500 per Person Insured per Benefit Period for repair and replacement)
- artificial limbs including repair and replacement but excluding myoelectrical limbs (maximum \$1,000 per Person Insured per Benefit Period for repair and replacement)
- bed rail
- braces with rigid supports
- diabetic monitoring and administration equipment to a lifetime maximum of \$1,000 per Person Insured
- external breast prosthesis, and four surgical brassieres per Benefit Period, post mastectomy
- intermittent positive pressure breathing machine
- head halter
- standard hospital beds, excluding electric hospital beds
- orthotic shoe insert appliances prescribed by a Physician to a maximum of \$500 per Person Insured per Benefit Period
- shoulder harnesses
- sphygmomanometers (blood pressure cuff) to a lifetime maximum of \$100 per Person Insured
- traction apparatus
- transcutaneous nerve stimulator to a lifetime maximum of \$1,500 per Person Insured
- trapeze bars
- standard wheelchairs, or where medically necessary, electrical wheelchairs to a lifetime maximum of \$1,000 non-electric or \$3,000 electric, per Person Insured

Under no circumstances will maintenance of any durable equipment be an eligible expense.

## **MAJOR MEDICAL COMPONENT (Cont'd)**

### **Medical Supplies and Appliances (Cont'd)**

This Plan will lend or provide at the option of the Company, for the rental or purchase of the following supplies and devices:

- casts
- canes and walkers
- cervical collar
- Clinitest, Dextrostix, or similar home chemical testing supplies for diabetics, if excluded under Drug Component
- colostomy apparatus and supplies
- crutches
- ileostomy apparatus and supplies
- insulin, if excluded under Drug Component,
- insulin syringe, monojet type, if excluded under Drug Component,
- Jobst burn garments
- Jobst sleeves for lymphoedema following mastectomy
- Lancet, if excluded under Drug Component,
- orthopaedic shoes individually designed and constructed to medical specifications, or adjustments only made to stock shoes for orthopaedic purposes, to a maximum of one pair per Person Insured per Benefit Period
- oxygen and oxygen supplies, but not oxygen concentrators
- splints, excluding dental splints
- support hose and compression stockings to a maximum of four pair per Person Insured per Benefit Period
- stump socks
- urethral catheters
- Viscosupplementation prescribed by a Physician and limited to two sets of three injections per knee to a maximum of \$600 per knee per Person Insured per Benefit Period.
- wigs to a lifetime maximum of \$250 per Person Insured following chemotherapy or radiation treatment for cancer.

### **Ambulance Service**

This Plan will cover the cost of emergency transportation to and from hospital by a licensed ambulance. In addition, when the circumstances dictate, coverage is provided for licensed air ambulance or by commercial air fare to the nearest hospital qualified to render the necessary emergency medical care.



## **MAJOR MEDICAL COMPONENT (Cont'd)**

### **Private Duty Nursing Care**

This Plan will cover the cost of services of a registered graduate nurse, registered nursing assistant, a certified nursing assistant, or a licensed practical nurse who is duly qualified and who is not related to you or a member of your family and who is not a resident in your home, provided the home is not an institution. The services must be made on the recommendation of a Physician and must be commensurate with the nature and gravity of the Sickness or Injury and are payable up to the maximum shown on the Schedule of Benefits; however, no payment will be made for homemaking or companion duties.

### **Hospital Outpatient Services**

This Plan will include coverage for hospital outpatient services which are not covered by the Government Health Insurance Plan and which are provided in your province of residence.

### **Diagnostic Laboratory Procedures**

This Plan will include coverage for eligible Diagnostic Laboratory Procedures, ordered by a Physician up to a maximum of \$300 for each Person Insured per Benefit Period. Eligible procedures are those involved in the testing of blood and urine and other bodily fluids and tissues. Diagnostic investigations available in a hospital and allergy testing performed by a laboratory are excluded.

### **Paramedical Services**

This Plan will include coverage for various Paramedical Services, provided the services are not completed by a relative. The maximum amount payable is outlined under the section entitled the **Paramedical Services** on the Schedule of Benefits.

Coverage also includes one x-ray examination for each Paramedical Service up to a maximum of \$50.00 for each Person Insured per Benefit Period.

Payment will be considered an eligible expense only when the maximum under any Government Health Insurance Plan has been reached, unless prohibited by law.

## **MAJOR MEDICAL COMPONENT (Cont'd)**

### **Dental Benefits for Accidents**

This Plan will include coverage for the services of a dentist or oral surgeon to repair or replace sound natural teeth damaged as a result of a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth, including the setting of a fractured or dislocated jaw; however, no payment will be made for services, supplies or treatment rendered for a full mouth reconstruction, for vertical dimension correction, or for correction of temporomandibular joint dysfunction. Payment will be made provided the services are rendered within 365 days of the accident and while you are insured for this benefit.

### **Hearing Aids**

This Plan will include the cost of the purchase and repairs of (including batteries or routine maintenance of) hearing aids up to the maximum shown on the Schedule of Benefits.

### **Eye Exams**

In provinces where routine eye exams are covered under the applicable provincial Government Health Insurance Plan in either any consecutive 12 month or 24 month Benefit Period, no payment will be made for routine eye exams under this Policy.

In all other provinces, claim payment will be made for one routine eye exam, performed by an Optometrist or Ophthalmologist, in any consecutive 24 month Benefit Period (12 months for dependant children under the age of 18) up to a maximum of \$50 per individual. Claim payment will be based on nil deductible and 100% coinsurance.

### **Medic Alert**

Initial membership fee will be covered (lifetime maximum of \$25 per Person Insured).

## **MAJOR MEDICAL COMPONENT (Cont'd)**

### **Convalescent Hospital - Covered Expenses**

The charges made by a convalescent hospital for room, board and other necessary services, in excess of the charge for ward accommodation, up to the daily amount indicated on the Schedule of Benefits Page, will be considered eligible expenses. However, the Person insured must be admitted to the convalescent hospital within fourteen days following a period as a bedpatient of at least five days duration in a hospital. Expenses will be deemed **as** covered only where convalescent hospitalization is required by the attending Physician.

Benefits will be paid for the maximum period indicated on the Schedule of Benefits Page during any one period of disability.

All confinements in a convalescent hospital will be considered as one period of disability unless separated by at least ninety days.

In order to qualify under these covered expenses, a convalescent hospital must be approved by the appropriate Government Hospital Authority and be located in Canada.

Charges for custodial care in a convalescent hospital, nursing home or similar institution will not be considered eligible expenses.

## **MAJOR MEDICAL COMPONENT (Cont'd)**

### **Vision Care**

This Plan will cover the cost to purchase spectacle lenses and frames or contact lenses.

Spectacle frames, lenses or contact lenses, provided they are prescribed by an ophthalmologist or optometrist, are eligible up to the maximum shown on the Schedule of Benefits in any consecutive two year period.

However, if contact lenses are prescribed by an Ophthalmologist for severe corneal scarring, keratoconus or aphakia and can improve visual acuity to at least 20/40 when it cannot be improved to that level by spectacle lenses and frames, the maximum amount of coverage available in any consecutive two year period will be an amount equal to the greater of

- \$200, and
- the Vision Care maximum shown on the Schedule of Benefits.

Coverage is not provided for sunglasses, safety glasses, cosmetic or other special purpose vision aids; duplicate eye glasses or contact lenses; visual training or remedial therapy.

## MAJOR MEDICAL COMPONENT (Cont'd)

### Out of Province Benefit

- 1) **Referral Treatment** - the following services will be included up to the Lifetime Maximum for Out of Province- Major Medical referral outlined on the Schedule of Benefits. The services must not be available in the Person Insured's province of residence and prior approval must be obtained from the Person Insured's Government Health Insurance Plan.
  - (a) **Hospital Confinement** - This Plan will pay up to \$150.00 for each day of confinement for room and board and other hospital services for reasonable and customary semi-private accommodation in the area less the amount payable for those days of confinement under the Government Health Insurance Plan for the Person Insured's province of residence.
  - (b) **Doctors' Services** - This Plan will pay the actual charges rendered outside of the Person Insured's province of residence following referral by his doctor in his province of residence. The amount payable will be an amount equal to an amount paid by the Government Health Insurance Plan of the Person Insured's province of residence; however, the benefit payable from all plans will not exceed 100% of the actual incurred expense.
  - (c) **Other Medical Care**

Payment will be made for other medical care listed as an eligible expense under the same conditions and limits as if incurred in the Person Insured's province of residence.
  - (d) **Hospital Out-Patient Services** - No payment will be made for Hospital out-patient services which are on a referral basis.

## MAJOR MEDICAL COMPONENT (Cont'd)

- (2) Emergency Treatment - the following services will apply to a Person Insured who is travelling on business or vacation outside of his province of residence, for 60 continuous days from the date of departure. However, if the Person Insured is hospitalized, during this 60 day period, coverage will continue until the date of discharge from the hospital, provided coverage has been extended under the Government Health Insurance Plan in the Person Insured's Province of residence. Eligible expenses will be allowed up to the Lifetime Maximum for Out of Province - Major Medical emergency as outlined on the Schedule of Benefits.
- (a) Hospital Confinement - This Plan will pay for room and board and other hospital services for emergency treatment of a sickness or injury. The amount payable will equal the daily charges for each day of confinement for reasonable and customary semi-private accommodation in the area less the amount payable for those days of confinement under the Government Health Insurance Plan in the Person Insured's province of residence.
  - (b) Hospital **Out-Patient** Services - Payment will be made for emergency Hospital out-patient services.
  - (c) Doctors' Services - This Plan will pay an amount equal to the amount of reasonable and customary charges and fees in excess of the amount paid or payable under the Government Health Insurance Plan in the Person Insured's province of residence.
  - (d) Other Medical Care - Payment will be made for other medical care listed as an eligible expense under the same conditions and limits as if incurred in the Person Insured's province of residence.
  - (e) Out of Province Limitation; Emergencies - No payment will be made for any Eligible Expense for continuing treatment, recurrence or complication relating to a condition or conditions incurred while a Person Insured is travelling outside of their province of residence or outside of Canada if it has been determined by a medical advisor that the Person Insured was deemed medically fit to return to his province of residence and the Person Insured chose not to do so.

## MAJOR MEDICAL COMPONENT (Cont'd)

### (2) Emergency Treatment (Cont'd)

#### (e) Out of Province Limitation; Emergencies- (Cont'd)

There must be a minimum of 60 continuous days between the date a Person Insured returns to his province of residence before again travelling outside his province of residence; otherwise, no payment will be made for any recurrence, continuation or complication of any medical condition for which a claim payment was made for such medical condition, during the immediate previous trip out of province.

### (3) MEDeMERG - Travel Emergency Assistance Program

Your extended health benefits package already covers you for extensive and comprehensive benefits while you are travelling outside of your province of residence. MEDeMERG provides you and your dependants with fast and easy accessibility to your health care benefits plus plenty of "extras".

EMPIRE LIFE and World Access Canada Inc. have made an agreement to provide assist services and claim payment services for travel emergencies. If you have an emergency while travelling, you can let us worry about paying the bills and arranging appropriate transportation home.

If you or one of your dependants have suffered a travel emergency, we offer 24 hour access to the World Access Operation Centre. Just call one of the numbers that appear on the back of the MEDeMERG card, and identify yourself by the information on the front of your card. A multilingual coordinator will assist in providing the following benefits:

- (i) **24 Hour Access** - Multilingual assistance by telephone, telex and facsimile services is available 24 hours a day, 365 days a year. This includes interpretation services in most major languages.
- (ii) **Medical Referral** - Referral to a Physician, Dentist or appropriate medical facility will be provided for medical emergencies.

## **MAJOR MEDICAL COMPONENT (Cont'd)**

### **Out of Province of Residence Coverage (cont'd)**

#### **MEDeMERG - Travel Emergency Assistance Program (cont'd)**

- (iii) **Medical Transportation** - Transportation to the nearest appropriate medical facility or to Canada will be provided if Medically Necessary to a maximum of \$50,000 per emergency.
- (iv) **On-Site Hospital Payment** - A verification of insurance coverage and arrangement for payments will be provided. Services that require the payment of \$200 or less are to be paid by the Person Insured and receipts kept for reimbursement.
- (v) **Return of Deceased** - In the event of the death of a Person Insured, authorized arrangements for the preparation and transportation of the body back to the Person Insured's province of residence will be made to a maximum of \$5,000.
- (vi) **Return of Dependent Children** - The return of unattended dependants under the age of 16 will be provided if a Person Insured is hospitalized. Payment arrangements for economy class transportation of these Dependants to their place of residence in Canada will be made if the original ticket is void. A qualified escort will be provided if necessary.
- (vii) **Trip Delay** - If a Person Insured's scheduled return trip has been missed due to the hospitalization of that Person Insured, economy class transportation will be provided to the place of departure if the original ticket is void.
- (viii) **Visit of a Family Member** - If a Person Insured, while travelling alone, is hospitalized and the expected period of hospitalization is more than 7 days, round-trip economy class transportation to the location for one member of the immediate family will be provided. (Immediate family constitutes a parent, spouse, child, brother or sister). A maximum of \$150 per day for meals and accommodation will be reimbursed for the visiting family member.



**MAJOR MEDICAL COMPONENT (Cont'd)**

**Out of Province of Residence Coverage (cont'd)**

**MEDeMERG - Travel Emergency Assistance Program (cont'd)**

- (ix) **Return of Vehicle** - Assistance is provided in the return of a Person Insured's vehicle to the place of departure or to the nearest rental agency during a medical emergency. A maximum of \$1,000 will be reimbursed.
- (x) **Legal Referrals** - Legal referrals will be provided and assistance is available in arranging cash advances from credit cards or family and friends to enable the posting of bail and payment of legal fees if necessary.
- (xi) **Lost Document and Ticket Replacement** - Assistance will be provided in contacting local authorities and in the arrangement for the replacement of lost passports, travel tickets and visas.
- (xii) **Message Center** - The use of a message center will facilitate the exchange of messages between a Person Insured and his family, friends and business associates during a period of emergency. The center will hold messages for fifteen days.

Services described in vi), vii) and viii) inclusive are subject to an overall maximum of \$5,000 for any one travel emergency.

**MAJOR MEDICAL COMPONENT (Cont'd)**

**Out of Province of Residence Coverage (cont'd)**

**MEDeMERG - Travel Emergency Assistance Program (cont'd)**

**Limitations**

The MEDeMERG services will apply to a Person Insured, who is travelling on business or vacation outside of his province of residence, for 60 continuous days from the date of departure.

The MEDeMERG services will **apply only to designated countries** which may change from time to time. It is the **responsibility of the Person Insured to inquire** prior to his departure whether services are provided in a specific country.

EMPIRE LIFE assumes no responsibility for any medical advice or legal counsel given by any Physician or other health care professional and/or attorney.

EMPIRE LIFE will not **be** liable for the negligence or wrongful acts or omissions of any Physician or other health care professional and/or attorney providing direct service in accordance with the above services.

## DENTAL BENEFIT

### AMOUNTS AND LIMITS

You are not required to use a specific dentist or dental clinic; you are free to use the dentist of your choice provided the Dentist you chose is not insured for benefits under this Plan nor related by blood or marriage.

This benefit reimburses you for charges incurred by you or your dependants for dental services, subject to any deductible, coinsurance and maximum benefit that may apply as outlined on the Schedule of Benefits. To assist you in knowing exactly what dental procedures are covered by the Plan, the procedures are tabulated below according to the Canadian Dental Association Procedure Coding System, which is well known to any Dental Practitioner. To be eligible for reimbursement, the charges for these items must:

- be not in excess of the suggested Dental Fee Guide as shown on the Schedule of Benefits except if rendered by a Dental Mechanic, then not *in* excess of the official Fee Guide for Dental Mechanics;
- be incurred while you are insured;
- be Reasonable and Customary;
- be recommended as necessary by a Physician, Dentist, or Oral Surgeon;
- be rendered by a Physician, Dentist, Oral Surgeon or Dental Assistant under the direct supervision of a Dentist, Oral Surgeon or Physician, or be rendered by a Dental Mechanic.

All eligible charges **must be submitted** within the time period described in "Payment of Claims".

## TREATMENT PLAN

When the cost of a proposed treatment is expected to exceed \$300 or involves Orthodontic Services, we strongly recommend that a Treatment Plan be submitted before any treatment is started. The Treatment Plan is prepared by your dentist and outlines the treatment required as well as the cost of the proposed treatment. EMPIRE LIFE will then identify any limitations, deductibles, coinsurance or maximum limits that may apply and thus avoid any misunderstanding as to the extent of your coverage. If you do not proceed with treatment within 90 days another Treatment Plan should be submitted.

## DEDUCTIBLE

The Deductible Amount, if any, as shown on the Schedule of Benefits page is the amount that you are responsible for, in each Benefit Period, before Dental Benefits are payable under this Plan. Orthodontic Services, if insured, do not require a Deductible amount.

## COINSURANCE

The Coinsurance Amount, as shown on the Schedule of Benefits page, is the percentage of eligible expenses paid by your Plan less the Deductible Amount, if any.

## MAXIMUM BENEFITS

The Schedule of Benefits describes the Maximum Benefit for each of the various levels of coverage. Maximums per Benefit Period are the maximum amounts payable per person for you and your Insured Dependents in each Benefit Period, except for Orthodontic Services if included, which **has** a Lifetime Maximum as shown on the Schedule of Benefits.

The maximum benefit payable for all benefits, excluding any Orthodontic benefits, will be limited to \$250 if you are late entering the Plan during the first 12 months of coverage. If Orthodontic Services are included in your Plan, the maximum benefit payable for these services will be \$300 during the first 3 years of coverage when you are late entering the Plan and when you are otherwise entitled to these benefits.

## **DEPENDANTS**

Dependants eligible for Dental Benefits are your spouse or common-law spouse, and unmarried wholly dependent children not yet 22 (or 26 if full-time students) or wholly dependent children of any age if mentally or physically handicapped (please see your Plan Administrator for details to extend coverage for handicapped dependants).

There must be a minimum and continuous cohabitation period of one year before a common-law spouse is recognized, and the couple should represent themselves to society as married. Upon written request, your common-law spouse will, be eligible immediately if a child is born to you and your common-law spouse.

Dependants must reside in Canada to qualify for benefits. However, children who are temporarily residing in the United States because they are attending an accredited academic institution will also be eligible for benefits provided they are insured under a Government of Canada Health Insurance Plan.

## **OUTSIDE OF CANADA COVERAGE**

While travelling outside the country, this coverage will apply for the services of a duly qualified dentist, subject to the maximums and coinsurance factor, and/or deductibles as outlined on the Schedule of Benefits page. Non emergency dental care will be subject to the current Provincial Dental Association fee guide. Emergency dental care is not subject to this limitation. These benefits include coverage for pre-existing conditions.

## **SURVIVOR BENEFIT**

In the event of your death while you are insured for Dental Benefits under this Plan, the insurance for your surviving insured dependants at your death will continue in force without premium payment but not beyond the earliest of:

- a) the date of remarriage of the surviving spouse
- b) the number of months, if any, as indicated on the Schedule of Benefits from your death
- c) the date of death of the survivor
- d) the date that the survivor no longer qualifies as a dependant, if a child.

This coverage will be provided even if the group Policy should terminate after your death.

## LIMITATIONS & EXCLUSIONS

When alternate courses of treatment are available to attain a desired result, the amount of eligible expense will be based on the least expensive course of treatment that will produce a professionally adequate result.

No payment will be made for dental care expenses resulting from:

- e any attempted suicide or self-inflicted injuries or illness while sane or insane;
- e services, supplies or treatment for which benefits are payable under any other Benefit Provision of this Policy;
- e services, supplies or treatment resulting from riot, insurrection, war or hostilities of any kind, or any act incident thereto whether war be declared or not and whether or not the person insured was participating therein;
- e services, supplies or treatment for which the person insured is entitled to indemnity or compensation in accordance with the provisions of any Workplace Safety and Insurance Board (WSIB) or similar legislation;
- e services, supplies or treatment payable in whole or in part by a government under any Government Health Insurance Plan (or which would have been payable had the person insured been insured thereunder or had proper application been made);
- e services, supplies or treatment or to the extent that the applicable government jurisdiction prohibits the payment of any benefits;
- e the committing of, attempt to commit, or provoking of any violation of the criminal law including, without restriction, an assault,
- e services, supplies or treatment provided by a dental or medical department maintained by an employer, an association, labour union, trustee or similar type of group;
- e dental screening or examinations required for the use of a third party;
- e broken appointments, transportation costs (including travelling time) of the practitioner, advice received by telephone or other means of telecommunication or the completion of claim forms required by this Provision;

## LIMITATIONS & EXCLUSIONS (Cont'd)

- services, supplies or treatment, the charge for which the person insured is not legally required to pay or for which there is no charge or for which there would have been no charge but for the existence of insurance;
- services, supplies or treatment rendered for dietary or nutritional counselling for the control of dental caries or for dental plaque control;
- services, supplies or treatment which is not yet approved by the Canadian Dental Association or which is clearly experimental in nature;
- services, supplies or treatment which are not necessary according to generally accepted standards of dental practice;
- laboratory charges exceeding 50% of the fixed fee for the procedure in the Dental Association Fee Guide specified in the Schedule of Benefits,
- services, supplies or treatment of the type normally intended for sport or home use (i.e. mouthguards);
- services, supplies or treatment rendered principally for cosmetic purposes (as determined by **EMPIRE LIFE**) including, but not limited to, facing or veneers on crowns, or pontics posterior to the second bicuspid and alterations, extractions or replacement of sound teeth to change appearance except when such services, supplies or treatment are necessitated by Accidental Dental Injury and are incurred within 365 days after the date of the injury;
- services, supplies or treatment rendered for the correction of any congenital or developmental malformation which is not a Class I, II or III malocclusion (including the replacement of congenital missing teeth);
- services, supplies or treatment rendered for a full mouth reconstruction, for a vertical dimension correction or for correction of a temporal mandibular joint dysfunction;
- services, supplies or treatment for the replacement of an existing prosthetic device or other appliance which has been lost, mislaid or stolen, including, but not limited to, fixed bridgework and removable partial or complete dentures;
- services, supplies or treatment to provide any duplicate prosthetic device or any other duplicate appliance;
- services, supplies or treatment performed in conjunction with a procedure that is not eligible for payment.

## **ELIGIBLE CHARGES**

This Plan will cover the dental procedures outlined on the following pages up to the level of the Provincial Dental Association fee guide as outlined on the Schedule of Benefits. To assist you in knowing exactly what dental procedures are covered by the Plan, the following procedures are for a Plan with a current year fee guide.

## **TABLE OF DENTAL CODES**

The following is a brief explanation of the Dental Code Table which follows. Please read before proceeding to the next page.

The number of procedure codes listed will vary from the right side to the left side of the page. This does not indicate that there are fewer procedures eligible under any specific heading. It simply means that the various Provincial Dental Associations have chosen to use several codes whereas the Quebec Dental Association has chosen to use only one code to indicate the same procedure.



## BASIC RESTORATIVE

Certain benefits have upper limits. These limitations are indicated by a single digit number located in the centre of the page opposite the code(s) with an upper limit. All codes within the asterisk are subject to the limitation as indicated in the Legend. An explanation of the number is in the Legend.

**ALL PROVINCES  
EXCEPT QUEBEC**

**QUEBEC**

### LEGEND:

1. Once in 24 months.
2. Two during a Benefit Period separated by the number of months as indicated under Dental Recall Frequency on the Schedule of Benefits.

## DIAGNOSTIC SERVICES

### Examinations

a) 01101-01103 incl., 01201	1.	a) 01110, 01120, 01130
b) 01202	2.	b) 01200, 01250
c) 01204, 01205		c) 01300, 01400
d) 94101, 94102, 94302		d) 94100, 94200, 94400

Notwithstanding the above, if more than one of the codes listed in a), b) and c) above are incurred on any given date, then the suggested fee, as listed in the Dental Fee Guide, for the most expensive procedure will be the Maximum Insured Benefit for such examination codes.

### Consultations

05101-05104 incl. 05109, 05201, 05202, 05209, 93111, 93112, 93119		05101, 05200, 93100
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### X-rays

a) 02101, 02102, 02601	1.	a) 02600
b) 02141-02144 incl.	2.	b) 02141-02144 incl.

**BASIC RESTORATIVE**

**ALL PROVINCES  
EXCEPT QUEBEC**

**QUEBEC**

**LEGEND:**

- 3. Only as a diagnostic aid.
- 11. Once during a Benefit Period.
- 14. Maximum 10 units during a Benefit Period.
- 17. One unit of time twice per Benefit Period, separated by the number of months as indicated under Dental Recall Frequency on the Schedule of Benefits.

**DIAGNOSTIC SERVICES (Cont'd)**

X-rays (cont'd)

c)*02111-02125 incl.	3.(* to ** incl.)	c) *02111-02124 incl.
02131-02134 incl.		02131,02132,
02201-02204 incl.		02201,02202,
02301-02304 incl.		02304,02400,
02309,02401,02402,		02430,02504,
02409,02411,02412,		02701,02702,
02419,		02800,
02501-02504 incl.		02930**
02509,		
02701-02704 incl.		
02751,02752,02759,		
02801,02802,02809,		
02921**		

Tests & Laboratory Examinations

*04101,04201**	11.(* to ** incl.)	*04100,04201**
04311,04312,04321,		04311
04322,04501,04507,		
04509,04602		

**PREVENTIVE SERVICES**

Polishing

*11101,11107**	17.(* to ** incl.)	*11100,11200,11300**
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Scaling

*11111-11116 incl.	14.(* to ** incl.)	*43411-43414 incl.
11117,11119**		43417, 43419**

**BASIC RESTORATIVE**

**ALL PROVINCES  
EXCEPT QUEBEC**

**QUEBEC**

LEGEND:

- 2. Two during a Benefit Period separated by the number of months as indicated under Dental Recall Frequency on the Schedule of Benefits.
- 4. Limited to dependant children under age 15, one application only per tooth while insured.
- 12. Only Insured Dependants age 18 or under.
- 17. One unit of time twice per Benefit Period, separated by the number of months as indicated under Dental Recall Frequency on the Schedule of Benefits.

**PREVENTIVE SERVICES (Cont'd)**

*11201-11203 incl. 11301-11303 incl. 11401-11403 incl. 11501-11503 incl.**	Preventive Recall 17. (* to ** incl.)	<b>Not Applicable in Quebec</b>
12101,12102	Fluoride Treatment 2.	12400
*13211-13214 incl. 13217,13219,13231, 13232,13237,13239**	Oral Hygiene Instruction 2. (* to ** incl.)	13200,13210
13401,13409	Pit and Fissure Sealants 4.	13401,13404
20111,20119,20121 20129,20131,20139	Caries/Pain Control	20111,20121,20131
13701-13704 incl. 13709	Interproximal Discing of Teeth	13700
*15101-15105 incl. 15201,15202,15301, 15302, 15401,15403, 15601**	Space Maintainers 12. (* to ** incl.)	*15109-15111 incl. 15120,15200,15210, 15400**

**BASIC RESTORATIVE**

**ALL PROVINCES  
EXCEPT QUEBEC**

**QUEBEC**

**LEGEND:**

- 5. Maximum 8 units during a Benefit Period.
- 13. Reimbursement up to the cost of non-bonded amalgams.

**PREVENTIVE SERVICES (Cont'd)**

Occlusal Equilibration

*43311-43314 incl.	5>(* to ** incl.)	*43300,43310**
43319**		

**MINOR RESTORATIVE SERVICES**

Amalgam Restorations

21111-21115 incl.		21101-21105 incl.
21211-21215 incl.		21211-21215 incl.
21221-21225 incl.		21221-21225 incl.

Bonded Amalgams

*21121-21125 incl.	13>(* to ** incl.)	*21121-21125 incl.
21231-21235 incl.		21231-21235 incl.
21241-21245 incl.**		21241-21245 incl.**

Retentive Pins

21401-21405 incl.		21301-21304 incl.
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Stainless Steel & Plastic Crowns On Primary Teeth

22201,22211, 22401,22411		27403,27421,27422
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Silicate Restorations

<b>No Comparable Procedure Code in Province</b>		21121-21125 incl.
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Acrylic or Composite Restorations

23101-23105 incl.		23111-23115 incl.
23111-23115 incl.		23118

**BASIC RESTORATIVE**

**ALL PROVINCES  
EXCEPT QUEBEC**

**QUEBEC**

**LEGEND:**

- 6. Only in conjunction with oral surgery, periodontal surgery, fractures and dislocations.
- 7. Only Insured Dependants age 16 or under, or in conjunction with oral or periodontal surgery, fractures and dislocations.

**MINOR RESTORATIVE SERVICES (Cont'd)**

Acrylic or Composite Restorations(cont'd)

23211-23215 incl.	23211-23215 incl.
23221-23225 incl.	23221-23225 incl.
23311-23315 incl.	23311-23315 incl.
23321-23325 incl.	23411-23415 incl.
23401-23405 incl.	
23411-23415 incl.	
23501-23505 incl.	
23511-23515 incl.	

**MINOR SURGICAL SERVICES**

Extractions

71101,71109,71201, 71209,72111,72119, 72211,72219,72221, 72229,72231,72239	71101,71111,72100, 72210,72220,72230, 72240
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Residual Root Removal

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

92101,92102	92110,92120
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*92212-92219 incl. 92221-92229 incl. 92302-92309 incl. 92431-92439 incl. 92441-92449 incl. 92451-92459 incl.**	6.(* to ** incl.) 92201
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*92411-92419 incl. 92461-92469 incl.**	7.(* to ** incl.) *92310,92311**
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**ALL PROVINCES  
EXCEPT QUEBEC**

**BASIC RESTORATIVE**

**QUEBEC**

**DENTURE SERVICES  
Minor Adjustments**

54201-54202 incl.  
54209

54250, 54251

55101,55102,55201,  
55202,55301,55302,  
55401,55402,  
55501,55509

Repairs

55101-55104 incl.  
55201-55204 incl.  
55520,55530,55700

Rebasing and/or Relining

56211-56213 incl.  
56221-56223 incl.  
56231-56233 incl.  
56241-56243 incl.  
56251-56253 incl.  
56261-56263 incl.  
56311-56313 incl.  
56321-56323 incl.  
56331-56333 incl.  
56511-56513 incl.  
56521-56523 incl.

56200-56202 incl.  
56210-56212 incl.  
56220-56222 incl.  
56230-56232 incl.  
56260-56263 incl.  
56270-56273 incl.  
56280,56290

**PERIODONTICS-ENDODONTICS**

**ALL PROVINCES  
EXCEPT QUEBEC**

**QUEBEC**

**LEGEND:**

- 8. Once during the consecutive number of months as indicated under Dental Recall Frequency on the Schedule of Benefits.
- 9. Reimbursement for the most comprehensive procedure when more than 1 surgical procedure is performed in the same area of the mouth during 1 visit.

**PERIODONTAL SERVICES**

Examinations

01203	8.	<b>Not Applicable in Quebec</b>
	Non-Surgical Services	

41101-41104 incl. 41109, 41211-41214 incl. 41219, 41231-41234 incl. 41239, 41301,41302,41309		41200,41300
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Surgical Services

*42111,42201,42311, 42411,42421,42431, 42511,42521,42531, 42551,42711, 42721-42723 incl. 42729,42731,42732, 42811, 42821-42823 incl. 42829,73411**	9. (* to ** incl.)	*42000-42003 incl. 42010, 42100,42101, 42200,42300,42310, 42400,42560,42700**
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**PERIODONTICS-ENDODONTICS**

**ALL PROVINCES  
EXCEPT QUEBEC**

**QUEBEC**

**LEGEND:**

- 10a. Reimbursement up to the cost of an uncomplicated root canal if incurred more than 1 year from initial treatment and if procedure is not performed by original Dentist.  
19. Once during any 3 year period.

**PERIODONTAL SERVICES (Cont'd)**

Adjunctive Services

43111,43211, 43421-43427 incl. 43429, *43611,43612,** 43621-43623 incl. 43629,43631,43632	19. (* to** incl.)	43200,43211,43300, *43611,43612,** 43622, 43631
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**ENDODONTIC SERVICES**

Vital Pulpotomy

32231,32232	32201,32202,32210
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Root Canal Therapy

33111,33121,33131, 33141	33100-33102 incl. 33200-33202 incl. 33300-33302 incl. 33400-33402 incl.
*33112-33115 incl. 33122-33125 incl. 33132-33135 incl. 33142-33145 incl.**	10a. (*to** incl.) *33110,33210,33310, 33410**



## PERIODONTICS-ENDODONTICS

ALL PROVINCES  
EXCEPT QUEBEC

QUEBEC

**LEGEND:**

- 10b. Reimbursement up to the cost of an uncomplicated apicoectomy/apical curettage if incurred more than 1 year from initial treatment and if procedure ~~is~~ not performed by original Dentist.
18. Reimbursement **up** to the cost of an apicoectomy and retro-filling.

### ENDODONTIC SERVICES (Cont'd)

#### Apexification

33601-33604 incl.		33521-33523 incl.
33611-33614 incl.		33531-33533 incl.
		33541-33543 incl.
33621	18.	<b>Not Applicable in Quebec</b>

#### Periapical Services

34111,34112, 34121-34123 incl. 34131-34134 incl. 34141,34142, 34151-34153 incl. 34161-34164 incl. 34211,34212, 34221-34224 incl. 34231-34234 incl. 34241,34242, 34251-34254 incl. 34261-34264 incl. 34411,34412,34511, 34521-34523 incl.		34101-34104 incl. 34111,34112,34114, 34115, 34201-34203 incl. 34212,34215,34401, 34402
*34311,34312, 34321-34324 incl. 34331-34334 incl. 34341,34342, 34351-34354 incl. 34361-34364 incl.**	10b.(* to ** incl.)	Not Applicable in Quebec

**PERIODONTICS-ENDODONTICS**

**ALL PROVINCES  
EXCEPT QUEBEC**

**QUEBEC**

**ENDODONTIC SERVICES (Cont'd)**

Emergency Procedures

32221,32222,  
32311-32314 incl.,  
32321,32322,  
34421-34423 incl.  
39201,39202,  
39211,39212,39911,  
39921,39922,76941,  
76949,76951,76952,  
76959

39201,39202,39211,  
39912,  
39901-39903 incl.  
39970,39981,39985

Other Procedures

39101,  
39311-39313 incl.  
39319,  
39411-39413 incl.

39100,39110,39120,  
39230,39410

**MAJOR SURGICAL SERVICES**

Surgical Exposure

72511,72519,72521,  
72529,72531,72539

72410-72412 incl.

Transplantation

72611,72619

72430

Repositioning

72631,72639

72440

Enucleation

72711,72719

72450

**PERIODONTICS-ENDODONTICS**

ALL PROVINCES  
EXCEPT QUEBEC

QUEBEC

**MAJOR SURGICAL SERVICES (Cont'd)**

73111,73121	Alveoloplasty	73100,73110
73211,73221,73222 73223	Gingivoplasty and/or Stomatoplasty	73123
73152-73154 incl. 73161,73169	Osteoplasty	73133-73135 incl. 73140
74111-74118 incl. 74121-74128 incl. 74211-74218 incl. 74221-74228 incl. 74621, 74631-74638 incl.	Surgical Excision	74108,74109,74408, 74409,74410
75111,75112,75121	Surgical Incision	75100,75110
76201-76204 incl. 76301-76304 incl. 76911, 76961-76963 incl.	Fractures	76210,76310, 76910-76913 incl. 76950,76951
77801-77803 incl. 78102	Frenectomy	77801-77803 incl. 78110

**PERIODONTICS-ENDODONTICS**

**ALL PROVINCES  
EXCEPT QUEBEC**

**QUEBEC**

**MAJOR SURGICAL SERVICES (Cont'd)**

Miscellaneous Surgical Services

79111,  
79311-79313 incl.  
79321,79322,79331,  
79342,79343,79402,  
79601-79604 incl.

79104,79301,  
79303-79308 incl.  
79401,  
79601,79602

Adjunctive Services (Drugs)

96103,96201,96202

96100,96101,96300

100