

AGREEMENT BETWEEN:



BAUER NIKE HOCKEY INC.

Party of the First Part
and



**Glass, Molders, Pottery, Plastics and
Allied Workers International Union,
AFL-CIO-CLC through its Local #366**
Party of the Second Part

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July 7, 2002 - July 6, 2005

02468(08)

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ARTICLE I - Recognition

- 1.01 a) The Company recognizes the Union as the sole collective bargaining agent of all employees located at its manufacturing and distribution facility located at its manufacturing facility located at 4510 Eastgate Parkway, Mississauga, Ontario and distribution facility located at 6660A Millcreek Drive, Mississauga, save and except forepersons, office and sales staff.
- b) If any of the manufacturing or distribution activities at the manufacturing facility located at 4510 Eastgate Parkway, Mississauga, and the distribution facility located at 6660A Millcreek Drive, Mississauga are moved to a location within a 100 km. radius, the Union shall retain bargaining rights for employees who work on such relocated activities.

ARTICLE II - Relationship

- 2.01 The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees, to define more clearly hours of work, wages and conditions of employment and to provide an amicable method of settling grievances for all employees who are subject to provisions of this Agreement.
- (a) The Company and the Union agree there will be no discrimination against any employee which would be prohibited by the Ontario Human Rights Code.
- 2.02 It is agreed that the Union and the employees will not engage in union activities, except grievance meetings as set out herein, during working hours, or hold meetings at any time on the premises of the Company without the permission of Management.

ARTICLE III - Management Rights

- 3.01** The Union recognizes the exclusive right of management to direct the working force, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the management to:
- (a) Maintain order and efficiency;
 - (b) hire, promote, demote, classify, transfer, lay-off and rehire employees, and to discipline or discharge any employees for just cause provided that a claim by an employee who has acquired seniority that he or she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) unilaterally make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees, but in the event of a change or alteration in such rules or regulations, such change or alteration shall be discussed with the Plant Committee before posting on bulletin boards;
 - (d) determine the nature and kind of business conducted by the Company, the kinds and locations of plants, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of production, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Company, except as specifically limited by the express provisions of this Agreement.
- 3.02** Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach

of any **of** the rules and regulations, **or** of any of the provisions of this Agreement, shall be conclusively deemed to be sufficient cause for discipline **or** discharge of an employee, provided that nothing herein shall prevent an employee going through the grievance procedure to determine whether or not such breach actually took place.

- 3.03** In the event an employee has allegedly committed an action that requires discipline and the Company requires time **to** investigate the situation, the Company shall have the right to direct the employee to go home with pay. The employee shall be paid for all time spent at home which shall not be considered disciplinary. The Company shall provide the affected employee with a general statement in writing as to the reason why the employee **is** being directed home, with a copy to the Chief Steward. Such statement shall be provided to the employee prior to leaving the building.
- 3.04** It is agreed and understood that none of the rights set out above shall be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE IV • Plant Committee

- 4.01** The Company acknowledges the right of the Local Union to elect or appoint a Plant Committee which shall be composed of not more than five **(5)** including the Local Union President. All Plant Committee members shall have seniority with the Company and shall be regular employees of the Company during their term in office.

The Union may elect **or** appoint one **(1)** steward for the Distribution division on each shift and one **(1)** steward for the manufacturing division and one **(1)** chief steward. **All** such stewards shall be members of the Plant

Committee and shall meet with the Company at least once every two (2) months to discuss Company and Union problems or concerns. The meetings will be kept to one (1) hour maximum. The Plant Committee will be permitted to meet for a maximum of one-half (1/2) hour prior to the start of the meeting with the Company. All stewards will work in the division and on the shift in which they represent.

The Union will advise the Company in writing of the name of the Plant Committee members. The Company shall not be required to recognize any Plant Committee member until they have been notified.

- 4.02 Unless initiated by the Company, the Chief Steward will conduct all union business during the hours of 12:00 p.m. to 4:00 p.m. If the Chief Steward is also the Certified Health and Safety Representative, except in case of a health and safety emergency, those duties shall also be performed during the above hours. In the event the Chief Steward works other than the day shift, the Company and Union shall mutually agree on the hours to perform union business. At all other times the Chief Steward will perform bargaining unit work. In the case of an emergency the Chief Steward may be required to perform bargaining unit work at the Company's discretion.

The Chief Steward will be paid at a rate equal to his/her average weekly earning (excluding overtime) during the three (3) months immediately preceding his/her appointment.

The Chief Steward will be provided with a workstation and telephone. He/she will be allowed access to any bargaining unit employee after receiving permission from the department head.

If in the performance of his/her duties he/she needs to leave the plant he/she must advise a designated management representative where he/she is intending to go and obtain a signed permission note.

Should an election change the Chief Steward the incumbent will have the right to return to his/her previously held **job** at the current rate for the job.

- 4.03 The Company undertakes to instruct all members of its supervisory staff to cooperate with Plant Committee members in the carrying out of the terms and requirements of this Agreement. In the absence of a Committee member in an area, a member of the Local Executive Committee will be recognized as the acting Committee member for that area.
- 4.04 The Union undertakes to secure from its Officers, Committee members and Union members their cooperation with the Company and with all persons representing the Company in a supervisory capacity.
- 4.05 The privileges of Committee members to leave their work without loss of basic pay to attend to union business is granted on the following conditions:
- (a) Such business must be between the Union and the Management. Employees having grievances cannot discuss these with the Committee members in working hours, except in the case of a discharged employee.
 - (b) The time shall be devoted to the prompt handling of necessary Union business.
 - (c) The Committee member concerned shall obtain the permission of the foreperson concerned by having him or her sign a duly completed "Time Slip-Union Business" before leaving his or her work. Such permission shall not be unreasonably withheld.

- (d) The time away from productive work shall be reported in accordance with the time keeping methods of the department in which the Committee member is employed.
 - (e) Members requesting to consult the Chief Steward for any discrepancies shall obtain a signed permission note from his/her foreperson concerned before leaving his or her work area. Such permission shall not be unreasonably withheld. The Chief Steward will advise the foreperson concerned regarding the specific issue discussed.
 - (f) In the event that there is a new employee hired, the Company agrees to introduce the new employee to the Union Steward. In the event the Company hires a new management employee whose duties involve direct interaction with the bargaining unit employees, the Company agrees to introduce the new management employee to the Local Executive Committee.
- 4.06 In the event that the Company creates a record of non-disciplinary floor counseling, a copy of that record will be provided to the affected employee and the Chief Steward within two (2) working days. If requested by the employee a Union Steward, or in the absence of the Steward a Local Executive Committee member shall be present at the time of a non-disciplinary floor counseling to be documented.

ARTICLE V • Grievance Procedure

- 5.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the Agreement as quickly as possible.

5.02 (a) No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five full working days before the filing of the grievance.

(b) Permanent incentive standards established by the Company will not be subject to the grievance procedure until the operator performs the operation against the incentive standard for a period of 10 days. Any dispute with regard to the incentive standard will only be considered if a grievance is submitted within 5 working days following the expiration of the trial period. If an incentive standard is changed as a result of a grievance, the change will be retroactive to the effective date of the permanent standard.

(c) Provisional incentive standards issued will be dated and if not revised will become permanent standards eighteen (18) months after issue. Provisional standards issued may be grieved after twenty-five (25) working days of issue. If a provisional standard is changed as a result of a grievance, the change will be retroactive to the date twenty-five (25) working days prior to the date of the grievance.

5.03 Subject to section 10.02, grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step #1

Prior to submission of a grievance in writing, any employee who believes that he has a justifiable complaint shall discuss and attempt to settle it with his Supervisor with his departmental steward being present. The Supervisor will make known his decision within two (2) working days. This shall be deemed as Step #1 of the grievance procedure and must be adhered to. If an agreement cannot be reached between the employee, steward and Supervisor, the complaint may be treated

as a formal grievance and appealed to Step #2.

Step #2

At this step, the grievance must be submitted in writing on grievance forms supplied by the Union, within five (5) working days from the date of receiving the Step#1 answer, to the applicable Supervisor. The grievance will state the violation and refer to the article violated. A meeting with the Distribution Manager or Plant Manager and the Union's chief steward and steward will be held within three (3) working days. At this meeting the grievor may be present at the request of either party. A decision in writing shall be rendered within two (2) working days. Failing settlement at this level the grievance may be processed to Step #3.

Within five (5) working days from receiving the Step #2 answer, the grievance will be submitted to the applicable Supervisor. Within ten (10) working days, or such other time as agreed between the parties, a meeting with the Director of Corporate Human Resources, Vice-president of Manufacturing or Distribution (or a designated alternate), Distribution Manager or Plant Manager and the Union Committee (President, Chief Steward, Steward, Grievor) will take place to discuss and attempt to settle the grievance. The International Representative of the Union will attend this meeting. A decision in writing within five (5) working days shall be sent to the International Representative and chief steward.

- 5.04 If the grievance is not resolved at this point in the procedure and it is one which concerns the interpretation or alleged violation of the Agreement, then the grievance may be referred in writing by either party to an Arbitrator as provided in Article VI at any time within ten working days after the Management Grievance Committee's decision. If no such written request

for arbitration is received within the time limit, then it shall be deemed to have been abandoned.

- 5.05 It is agreed that any of the time limits specified in Article V, Clause 5.03 may be extended by mutual agreement between the parties.

Grievances not presented to the Company in keeping with the time limits specified in Article V, Clause 5.03, or not carried to the next step within the time limits specified shall be deemed to have been abandoned and may not thereafter be raised except by mutual consent of the parties.

Failure by the Company to answer a grievance or obtain an extension within the time limits specified, the Union may advance such grievance to the next step, up to and including arbitration.

ARTICLE VI - Arbitration

- 6.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article V above, and which has not been settled, will be referred to a single Arbitrator, at the written request ~~of~~ either of the parties hereto.
- 6.02 The arbitrator shall be a person who is mutually agreed upon between the parties.
- 6.03 Within three working days of the request by either party for arbitration, the party making said request shall notify the other party in writing of the names of three nominees to act as arbitrator. Should none of the names be acceptable the party refusing the nominees may submit three names for consideration by the other

party and so on until a name is agreeable to both parties.

- 6.04 Should the parties fail to agree on an arbitrator within seven days of the nomination mentioned in Article 6.03 above, the Ministry of Labour of the Province of Ontario will be asked to nominate a person to act as arbitrator.
- 6.05 The decision of the Arbitrator as constituted in the above manner, shall be binding on both parties.
- 6.06 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of the Agreement.
- 6.07 Each of the parties to this Agreement will bear the expenses of the arbitrator jointly.

ARTICLE VII - Management Grievances

- 7.01 Any grievances instituted by Management may be referred in writing to the Plant Committee within two full working days of the occurrence of the circumstances giving rise to the grievance, and the Plant Committee shall meet within two working days thereafter with Management to consider the grievance. If final settlement of the grievance is not completed within five working days of such meeting, the grievance may be referred by either party to an Arbitrator as provided in Article VI at any time within ten calendar days thereafter, but not later.

ARTICLE VIII - Discipline

- 8.01 Employee warnings and discipline, excluding suspen-

sions, shall be removed from the employee's file after one (1) year, provided that there has been no further warnings or discipline during that one (1) year period for the same offense or another offense of the same or higher severity (per the current Rules and Regulations). Suspensions shall be removed from the employee's file after two (2) years, provided that there have been no further suspensions or written warnings during the preceding one (1) year.

8.02 A claim by an employee that he or she has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Management Grievance Committee at Step #3 of Article V, Clause 5.03 of the grievance procedure within four (4) working days after the employee ceases to work for the Company. Such special grievances may be settled by:

- (a) confirming the Management's action in dismissing the employee; or
- (b) reinstating the employee with full compensation for time lost; or
- (c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator.

8.03 Whenever an employee is discharged or suspended, a Union representative, if available, and the employee will have the right to confer prior to the employee leaving the premises. Notwithstanding the above, in the event that it *is* reasonably believed that an employee poses a risk to himself/herself or other employees or to Company property, the Company shall have the right to direct the employee to leave the premises immediately prior to conferring with their steward. Reasons for discharge shall be in writing and provided to the Union within two (2) working days. Discharge

Cases will be strictly adhered to.

ARTICLE IX - No Strikes - No Lockouts

- 9.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of the Agreement there will be no strikes, picketing, slowdown or stoppage of work, either complete or partial and the Company agrees that there will be no lockout. Strike and lockout shall be defined in accordance with the Ontario Labour Relations Act and the definition contained therein from time to time.
- 9.02 The Company shall have the right to discharge or otherwise discipline employees who take part in any illegal strikes, picketing, stoppage or slowdown, but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article V above.
- 9.03 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company at Step #3, Article V, Clause 5.03 of the grievance procedure.
- 9.04 The Union agrees that it will not involve any employees of the Company or the Company, either directly or indirectly, in any dispute which may arise between any other employer and the employees of such other employer.

ARTICLE X - Seniority

- 10.01 Seniority, as referred to in this Agreement is intended to provide each employee with security based on the employee's continuous service.

10.02 An employee shall be considered on probation for the first three months of employment and will have no seniority rights during that period. After three months employment, his or her seniority shall date back to the day on which his or her employment began. An employee who has not completed his or her probationary period may be discharged. It is agreed that a lesser standard for the discharge will be applied during this probationary period.

A probationary employee who is laid off and subsequently rehired within a six (6) month period will receive credit for past service after completing a further three month probationary period following the date of rehire. Time spent as a temporary employee and/or student will not be credited.

If two (2) or more employees have the identical seniority date, seniority regarding job postings, layoffs and recalls will be determined by the Company at the completion of the probationary period.

10.03 Seniority lists (including classification, seniority date, clock number, first and last name) will be revised every three months; a copy of the list will be posted in the establishment and three copies will be given to the Union.

10.04 (a) Layoffs and recalls from layoffs shall be based upon qualifications, skill and ability. Where the qualifications, skill and ability are relatively equal, seniority shall govern.

b) In accordance with Section 10.04 (a) above, layoffs will be conducted on the following basis:

(i) Temporary layoff (1 to 5 working days). In the event of a temporary layoff, the Company may lay off employees if their work is not required for a period up to

five (5) working days by classification and by seniority. Employees affected by a temporary layoff will not be allowed to displace junior employees in other classifications. No employee can be affected more than three (3) times per calendar year.

(ii) In the event of a layoff in excess of five (5) working days employees will be laid off by classification by seniority and shall receive three (3) working days notice prior to being laid off. The affected employees must exercise their seniority to displace the most junior employee in another classification providing they have the qualifications, skill and ability, including physical ability to perform the job without an adaptation period as follows:

*First within their posted shift,

*Then within their own department,

*Then within their own division.

If an employee does not have the qualifications, skill and ability, including physical ability, to perform the job, the affected employee will be laid off.

Junior employees thus affected shall then be laid off. Probationary and student employees of the affected Division will be laid off prior to employees who have attained seniority.

For purposes of this Article, Divisions are: Distribution, Manufacturing. Departments are: Distribution, Goal Pads, Hockey/Goal Gloves, Cutting, Hockey Pants and Body Pads.

(iii) Indefinite layoffs as per the Employment Standards Act, 2000 or in the event the Company declares a job or department redundant, employees affected must

apply their seniority company wide to acquire a job providing they have the qualifications, skill and ability, including physical ability to perform the job held by a junior employee. The employee will be allowed an adaptation period to be determined by the Company which must be communicated with the Union. If an employee does not have the qualifications, skill and ability, including physical ability to perform the job, the affected employee will be laid off.

For jobs requiring special skills such as sewing machine operator, electric knife cutter, mechanic and leadhand, the employee wishing to displace a junior employee must have the qualifications, skill and ability to perform the job.

(c) The Company shall not hire new employees until laid off employees have been given consideration for recall.

(d) During periods of layoff, the President and the Chief Steward of Local 366 will be retained at work providing they are able to perform the work available. They will be placed by the Company and will be paid the rate for work performed.

(e) Recall: The most senior employee displaced from the classification working in the plant shall be recalled if the classification becomes available within twenty-four (24) months from the date of displacement. If the recall is to the employee's classification and posted shift, the employee may not refuse the recall. Recall rights to a classification will not apply in the case of temporary transfers of less than one (1) day on the same shift or five (5) working days or less on the alternate shift.

If there is no employee displaced from the classification working in the plant, the Company shall recall the

most senior employee on layoff that has the qualifications, skill and ability to perform the job without an adaptation period. If an employee refuses a position that he/she has the qualifications to perform, it is understood that his/her recall rights will be relinquished. If the recall is for a temporary period of less than one (1) month the senior qualified employee may refuse the recall and retain their recall rights. The junior qualified employee on layoff must return. Failure to do so will result in their recall rights being relinquished.

10.05 Seniority shall accumulate in the following circumstances only:

(a) When off the payroll due to layoff, sickness or accident, in which case seniority will continue to accumulate for a period of time equal to their length of service to a maximum of two (2) years;

(b) when off the payroll **due** to personal leave of absence, then seniority will continue to accumulate for sixty (60) calendar days of such leave;

(c) when absent on vacation or on plant holidays;

(d) when at work for the Company;

(e) when on leave for Union business.

10.06 Seniority shall terminate and an employee shall cease to be employed by the Company when he or she;

(a) voluntarily quits his or her employment with the Company;

(b) is discharged and is not reinstated through the grievance procedure or arbitration;

(c) is off the payroll for a continuous period equal to their length of service to a maximum of two (2) years;

(d) if recalled from layoff, fails to notify the Company of his intention to return to work within three (3) working days after the date of mailing, by Priority Courier or a comparable registered service, of a notice to return to work sent to the last known address on Company records, and/or fails to return to work within five (5) working days after such mailing, unless beyond employee's control.

(e) fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Company is given;

(f) accepts gainful employment while on leave of absence without first obtaining the consent of the Company in writing

(g) is absent from work for three (3) consecutive scheduled working days without notifying the Company.

- 10.07 In the event an employee is transferred from the bargaining unit to the salaried roll it is understood that all seniority accrued in the bargaining unit is terminated. The employee may return to the bargaining unit provided there is a vacancy available and will have seniority rights of a new employee.
- 10.08 It shall be the duty of each employee to notify the Company promptly of any change in address. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employee.
- 10.09 Any employee's return to work after a sick leave will be conditional on his or her supplying, when requested,

a certificate from a physician, indicating that the employee is fit to perform their regular job requirements. At the discretion of the Company, the employee may be required to submit to a medical examination which shall be performed by a mutually acceptable physician.

ARTICLE XI - Job Posting

- 11.01 If a permanent job vacancy exists or new classifications are created in any department by shift, such openings shall be posted for a period of not less than three (3) working days during which time employees may make application, in writing, to the Human Resources representative for consideration for such job vacancy. A permanent job vacancy is described as a position that will be available on that shift in excess of four (4) months.

The position will be filled based on qualifications, skill and ability, including physical ability. Where qualifications, skill, ability and physical ability are relatively equal, seniority shall govern.

Applications from employees working within the division where the vacancy exists will be considered before employees from another division. Employees from the affected department within the division will be given first consideration. A maximum of five (5) employees from another division will be allowed to transfer per calendar year under this Article **XI** except in calendar year 2000, a maximum of seven (7) employees will be allowed.

It is agreed that only the next vacancy arising out of any appointment must be posted and that a successful applicant may not bid for a subsequent vacancy for six (6) months after the appointment. It is further agreed that the Company may fill at its discretion a vacancy for

a time period while a posting is being completed and that experience gained by an employee during such time period will not preclude consideration of other employees who make application to the posting in the department.

Nothing contained herein shall be construed to limit the Company's right to hire employees from outside to fill the vacancy, if qualified employees are not available from within the plant.

When an employee is transferred as a result of being selected as the successful applicant on the job posting, a training period shall be determined for the employees by the Division Manager. The duration of the training period will be based on the complexity of the new job and the employee's past work experience. During the training period, the base rate for the job will be paid. It is agreed that if, after posting, the Company must assign an employee to a job, then the employee cannot be displaced by another employee by reason of seniority for a period of six (6) months.

ARTICLE XII - Temporary Transfers

- 12.01 (a) The Company may transfer employees to fill temporary vacancies caused by sickness, accident, absenteeism, vacations, leaves of absence, and temporary increases or decreases in work load. In all cases the transfers will be for a maximum of twenty (20) working days unless mutually agreed to by the parties.
- (b) The Company shall not temporary transfer an employee to a classification from which another employee on the same shift has been temporarily transferred from unless agreed to by the affected employee(s).
- (c) If a temporary transfer is required on a shift where there are employees that have been displaced from that

classification working on an alternate shift, and the transfer is required for a complete week (starting Sunday) or longer, the Company will first give the opportunity to the senior displaced employee on the alternate shift before transferring someone into that classification.

- 12.02 In temporary transfers for the convenience of the Company, the employee will be paid his rate of pay **or** the rate of the job whichever is greater.
- 12.03 In temporary transfers due to lack of work the employee will be paid the rate of the job.
- 12.04 In all temporary transfers to an equal or lower paid classification the junior employee in the classification and department affected will be transferred. This provision will not apply for temporary transfers of one (1) day or less.
- 12.05 In temporary transfers to a higher classification the employees in the classification and department will first be offered the transfer based on:

1. Qualifications, skill, and ability to perform the normal requirements of the job.

2. Seniority.

Where no employee is qualified per #1, seniority will prevail. If necessary the most junior employee must accept.

An employee accepting a transfer under this clause must remain for the duration of the transfer.

ARTICLE XIII - Health & Safety

13.01 The Company and the Union shall participate jointly in the promotion and maintenance of safe and healthy working conditions, by maintaining a plant safety committee consisting of three Management representatives and three Union representatives. One (1) additional representative will be added for each additional shift and will not be paid for attending meetings on an alternate shift.

Management must have at least one (1) certified member and the Union must have at least one (1) certified member providing the Certification Training Program is locally available.

13.02 The Company and the Union shall participate jointly in measures intended to prevent accidents and injuries.

13.03 The Company and the Union shall 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. It is understood that only one meeting will take place for the period of July and August.

13.04 The Company and the Union shall keep records of all investigations, inspections, complaints and recommendations together with minutes of meetings. The minutes shall indicate what action has been taken with respect to suggestions or recommendations previously made, and if no action has been taken the reasons therefore shall be given.

The Company agrees to post Health and Safety Committee meeting minutes within five (5) working days following the Committee meeting.

13.05 One (1) Union Representative selected by the Union

who is a member of the Safety Committee shall have the right to accompany Ministry Of Labour Representatives on general inspection tour of the plant and shall receive copies of reports sent to the Company pertaining to such inspections.

- 13.06 Safety Shoes - The wearing of safety shoes is mandatory where specified by the Company. Employees so specified will be advised. On presentation of a receipt, the Company will reimburse an employee for the purchase of one pair of safety shoes in a 12 month period to a maximum of \$100 where the wearing of safety shoes is mandatory. A probationary employee will be required to return the reimbursement if the probationary period is not completed. Reimbursement will not be provided to temporary employees hired for less than four months.

Effective July 7, 2003 the maximum reimbursement will increase to \$110. Effective July 7, 2004 the maximum reimbursement will increase to \$120.

- 13.07 If an employee becomes disabled and cannot perform his/her regular duties, the Company shall provide where possible modified duties for the employee provided the employee has seniority to displace a more junior employee occupying the suitable position.

ARTICLE XIV - Wages

- 14.01 Effective July 7, 2002 as per attached Appendix "A" and

Effective July 7, 2003 as per attached Appendix "B" and

Effective July 7, 2004 as per attached Appendix "C".

ARTICLE XV - Plant Holidays

15.01 The following plant holidays, regardless of when they fall, will be granted with pay to all employees who have completed their probationary period:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Full Day December 24th
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Full Day December 31st	

Payment for such holidays for employees who are not on the bonus incentive plan shall be based on the employee's regular hourly rate multiplied by the number of hours he or she would normally have worked on such day, and for employees on the bonus incentive plan, payment shall be based on the employee's average hourly rate earned in the quarter prior to when the holiday falls, multiplied by the number of hours he or she would normally have worked on such day. When any of the said holidays falls on other than a regular working day, then the Company may either designate some other day as the day upon which the said holiday will be celebrated, or pay the employees who qualify for payment for the said holiday as though it had fallen on a regular working day, whichever the Company prefers.

15.02 a) To qualify for payment on any of the above named holidays, the employee must have worked the scheduled regular hours of work immediately preceding the holiday and the scheduled regular hours of work immediately after the holiday. Exceptions to the foregoing shall be the following:

i) Employees who are laid off within thirty (30) calendar days prior to, or recalled within thirty (30) calendar

days after the holiday shall qualify if they work the scheduled regular hours of work immediately before and the scheduled regular hours of work immediately after the layoff. Payment for the holidays will be made if and when the employee returns to work as requested and remains actively at work for two (2) weeks.

The Company shall first attempt to notify the employee by telephone in which case the employee will be required to return to work not later than the second day following the date of the telephone call. If the Company is unable to contact the employee by telephone, the Company shall mail a written notice of recall by Priority Courier or a comparable registered service and the employee will be required to return to work not later than the third day following the date of such mailing unless beyond the employee's control.

ii) Employees who are absent due to illness or injury (and who comply with Paragraph (b) below), death in the immediate family or an authorized leave of absence, shall qualify if they work either the scheduled regular hours of work immediately before or the scheduled regular hours of work immediately after the holiday.

iii) Employees who are absent for the purpose of attending scheduled union activities provided for under this contract shall qualify provided the leave of absence does not exceed 10 calendar days and they work the scheduled regular hours of work immediately before and the scheduled regular hours of work immediately after the leave.

iv) Employees who are late shall qualify if they can provide a bonafide and unavoidable reason for their lateness acceptable to the Company.

b) Employees unable to perform their regular work

duties due to illness or injury the day before or the day after the holiday must provide satisfactory evidence of their inability to be at work.

- 15.03 If an employee works on one of the above named statutory holidays he or she shall receive payment at time and one-half for the hours actually worked by him or her in addition to receiving his or her holiday pay.
- 15.04 Where one of the above named statutory holidays falls during an employee's approved vacation period, he or she will be allowed an extra day's vacation with pay or an extra day's pay at the option of the Company.

ARTICLE XVI - BIRTHDAY

- 16.01 Where an employee's birthday falls on the day of celebrating any other paid holiday, or falls on a Saturday or Sunday, the nearest working day shall be declared the birthday. Should the birthday fall during an employee's approved vacation period, the employee will be allowed one (1) extra day at the end of the vacation period. Should an employee's birth date be February 29, the Birthday shall be declared to fall on February 28th. The employee must notify their supervisor at least ten (10) working days in advance of their birthday.
- 16.02 Employees not requesting their birthday in accordance with Article 16.01, may request a future date. The employees should make their request one (1) week prior to an alternate date. If this date has already been requested by a person in accordance with Article 16.01, the requestor will be advised to choose another day.
- 16.03 An employee may request to change his birthday holiday with the approval of the supervisor. Fifteen (15) days notice must be given to the supervisor.

ARTICLE XVII - Vacations

- 17.01 All employees who have acquired six months' seniority with the Company prior to July 1st in any year shall receive one week's vacation with pay at a time convenient to the Company and shall receive as vacation pay 4% of such employee's total earnings during the twelve months immediately preceding June 15th in that year.
- 17.02 All employees who have acquired one year's seniority with the Company prior to July 1st in any year shall receive two week's vacation with pay at a time or times convenient to the Company and shall receive as vacation pay 4% of such employee's total earnings during the twelve months immediately preceding June 15th in that year.
- 17.03 All employees who have acquired five years' seniority with the Company prior to July 1st in any year shall receive three weeks' vacation with pay at a time or times convenient to the Company and shall receive as vacation pay 6% of such employee's total earnings during the twelve months immediately preceding June 15th in that year.
- 17.04 All employees who have acquired eleven years' seniority with the Company prior to July 1st in any year shall receive four weeks' vacation with pay at a time or times convenient to the Company and shall receive as vacation pay 8% of such employee's total earnings during the twelve months immediately preceding June 15th in that year.
- 17.05 (a) Effective June 30, 1997, all employees who have acquired fifteen years' seniority with the Company prior to July 1st in any year shall receive five weeks' vacation with pay at a time or times convenient to the Company and shall receive as vacation pay 9% of such employee's total earnings during the twelve months

immediately preceding June 15th in that year.

(b) All employees who have acquired twenty years' seniority with the Company prior to July 1st in any year shall receive five weeks' vacation with pay at a time or times convenient to the Company and shall receive as vacation pay 10% of such employee's total earnings during the twelve months immediately preceding June 15th in that year.

- 17.06 Personal vacation shall not be included in maximum 60 days leave of absence.
- 17.07 In the event that an employee dies before receiving his or her vacation pay, the Company will pay the vacation pay to the employee's designated life insurance beneficiary.
- 17.08 "Total earnings" in Sections 17.01, 17.02, 17.03, 17.04, 17.05 above shall include up to 25 days of regular earnings while receiving benefits under the Sickness and Accident Plan in 23.01(a) or 25 days of regular earnings while receiving payments from the Workplace Safety and Insurance Board, but not both. For members of the Union Negotiating Committee only, not to exceed 6 people "total earnings" will include payment received by them for time spent negotiating with the Company for the purpose of arriving at a new Agreement. Total earnings does not include vacation pay.
- 17.09 If an employee's scheduled vacation falls during a period when said employee is absent from work and is collecting Weekly Indemnity benefits, his or her benefits will not be discontinued for the scheduled vacation period and upon the employees return to work, the employee, if he or she so desires, may request that his or her vacation be rescheduled at a time or times convenient to the Company.

- 17.10 Management will consider employees' requests for vacation on a first come, first served basis with regard to seniority applied departmentally. However, once vacation is approved, senior employees may not use their seniority to displace other employees.

**ARTICLE XVIII - Hours of Work/Overtime
Distribution**

- 18.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 18.02 The standard work week shall consist of forty hours per week, comprised of five 8 hour days, Monday to Friday, inclusive for the day shift and the afternoon shift. Night shift shall be Sunday to Thursday.
- 18.03 Overtime at the rate of time and one-half for Saturday work and double time for Sunday work shall be paid for all hours worked on the above days.
- All hours worked in excess of eight (8) hours Monday to Friday will be paid for at the rate of time and one-half.
- 18.04 Overtime premiums shall not be paid more than once for any hour worked, and there shall be no pyramiding of overtime.
- 18.05 There shall be one 15 minute rest period in the first half of each shift and one 15 minute rest period in the second half of each shift to be granted at a time or times selected by the Company. When overtime is worked in addition to the regular workday in excess of three (3) hours, one 15 minute rest period will be granted.

- 18.06 (a) The starting and quitting times shall be 7:30 a.m. and 4:00 p.m. respectively with a one-half (1/2) hour unpaid lunch break at the midday point of the shift. The starting time for the afternoon shift will be 6:00 p.m. The starting time for the night shift will be 11:00 p.m.

The starting and quitting times may be advanced or retarded by up to sixty (60) minutes except afternoon and night shift starting and quitting times which may be advanced or retarded by up to two (2) hours.

- (b) It is the intention of the parties hereto, that employees must be prepared and ready to start work on the job at their workstation at their established starting times, but must not perform operations by starting work on their own initiative before those times, and must not quit before their established quitting times.

- 18.07 (a) All overtime will be distributed equally by classification and department by contract year.

- (b) Overtime will first be offered to employees in the classification and department. If the Company is unable to fill their requirements they will offer the overtime to other employees by seniority in the department capable of performing the work, first within the same wage grade; then other wage grades.

- (c) Employees declining overtime opportunities shall be credited with having worked for the purposes of distribution of overtime. The Company shall keep current weekly records of all overtime worked or refused for the inspection of employees with a copy to the chief steward each month. Such records shall be available for employee(s) review.

- (d) Probationary and student employees are not considered employees for the purpose of overtime distribution. Such individuals will only be used when the

Company is otherwise unable to fulfil its overtime requirements.

- (e) Employees who have accepted overtime as per 18.07(b) and are unable to fulfill their entire commitment must notify their supervisor four **(4)** working hours prior to the scheduled overtime.

ARTICLE XIX - Leave of Absence

19.01 The Company may grant a leave of absence if an employee requests it in writing. Such request will be given to the employee's immediate Supervisor and it will be reviewed by the Supervisor and the Distribution Manager or Plant Manager. Consideration will be given to the reason for the request, including personal emergencies, and whether it will unreasonably interfere with the efficient operation of the plant. Requests are considered in the order received so should be submitted as far in advance as possible.

19.02 Bereavement

When death occurs in an employee's immediate family, an employee upon request will be granted paid leave of absence for three (3) working days, or of such fewer days as the employee may be absent immediately following the date of death. For the purpose of this provision, an employee's immediate family includes: husband, wife, common-law spouse, mother, father, daughter, son, brother, sister, mother-in-law, father-in-law, grandmother, grandfather and grandchild. In the event an employee is required to be absent from work as a result of the death of a brother-in-law or sister-in-law a **one (1)** day paid leave of absence will be granted. Bereavement pay will be calculated as follows: employees who are employed on non-incentive work shall be paid their regular hourly rate multiplied

by the number of hours they would normally have worked on such days. Employee's who are employed on incentive work shall be paid their average hourly rate earned in the previous quarter multiplied by the number of hours they would normally have worked on such days.

- 19.03 The Company may grant Leaves of Absence without pay to Union members for the purpose of attending Union Conventions and Conferences. Four **(4)** Union members may be allowed an aggregate of twenty (20) leave days in any contract year. Only two **(2)** members per Division, excluding the Union President, will be allowed a leave under Article 19.03. Leaves under Articles 19.03 and 20.01(d) will not be granted at the same time.

Requests for leaves under this Article must be submitted at least two (2) weeks in advance, in writing.

Seniority will continue to accrue **during** a Leave granted under Article 19.03.

- (b) Leaves of absence for union business other than defined above must be requested in writing explaining the reason for the request.

19.04 Maternity/Parental Leave of Absence

An employee who has completed thirteen (13) consecutive weeks of continuous employment prior to the requested date of leave of absence shall be granted a Maternity Leave of Absence without pay subject to the following conditions:

- (a) The employee shall provide the Company with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the expected date of delivery at least two (2) weeks prior to

the expected date of delivery.

(b) Maternity/Parental Leave of Absence will be granted for a period consistent with the Employment Standards Act, Province of Ontario.

(c) An employee who has been granted a Maternity Leave of Absence and who, before the expiration of the leave has decided that she will not resume work on completion of such leave, shall advise the Company, in writing, of her decision at the earliest possible date.

ARTICLE XX - Paid Education Leave

- 20.01** a) The Company agrees to pay into a special fund two cents (\$0.02) per hour per employee for all compensated hours, for the purpose of providing paid education leave.
- b) The purpose of paid educational leave will be to upgrade the employees in all aspects of handling their Union functions in respect to employer/employee relations including social services rendered to employee's (Worker's Compensation, U.I.C., C.P.P.).
- c) Such monies will be paid quarterly into a trust fund established and administered by the Union, and sent to the Union's Toronto office, accompanied by data showing the basis of payment.
- d) The Company further agrees that members of the bargaining unit selected by the Union to attend recognized Union educational courses, will be granted a leave of absence without pay for up to twenty (20) days actual instruction time plus travel days where necessary, in any twelve month period. Seniority will continue to accrue during any such absence. A maximum of two employees per division as defined in the Agreement,

excluding the Union President, shall be granted leave under this article.

ARTICLE XXI - Reporting Pay

- 21.01 An employee reporting for work in the usual manner on a regular working day, for whom no work or less than 4 hours work is available, shall be paid four hours pay in lieu of work or be provided with at least four hours employment in other work at the employee's current rate of wages. This provision shall not apply if the employee received notification of the lack of work on the previous day, or the failure to receive notice was caused by the employee's absence, or if the failure to provide work is caused by reason of a strike or other work stoppage, machinery breakdown, fire, flood, power failure, acts of God or other cause.

ARTICLE XXII - Pay on Day of Injury

- 22.01 If an employee is injured at work and is unable to remain at work, he or she shall be paid for the balance of the shift unless he or she returns to work. It is not the intent of this Article to make the Company responsible for the payment of such time and transportation which is compensated by the Workers' Compensation Board.

ARTICLE XXIII - Welfare Coverage

- 23.01 It is understood that the additional cost of benefit improvements or any additional cost of maintaining the benefits outlined in Article XXII of this Collective Agreement shall be in lieu of any employee entitlement to a rebate according to Section 64(4) of the Unemployment Insurance Act, 1971 and Section 66(1) of the Regulations under the Act. During the lifetime of this

Agreement, the Company will pay the full billed premiums of the:

(a) Sickness and Accident Plan on the basis of $66 \frac{2}{3}$ percent of insurable earnings as defined by the Unemployment Insurance Act. Benefits commence the first day if the employee is hospitalized for five hours or more or undergoes surgery regardless of the length of time in a hospital or clinic or first day if the employee is disabled as a result of an accident. In the event of illness, benefits commence on the fourth day of disability. Benefits under the Sickness and Accident Plan may continue for a maximum of twenty-six weeks. All medical information related to any employee(s) shall be kept in the strictest of confidence.

(b) Group Life Insurance in the amount of **\$40,000** is provided to all employees who are covered by the Agreement, who have attained seniority. Effective July 7, 2003 the life insurance coverage will increase to **\$45,000**.

(c) Accidental Death and Dismemberment Insurance in the amount of **\$40,000** is provided to all employees who are covered by this Agreement, who have attained seniority. Effective July 7, 2003 the accidental death and dismemberment insurance coverage will increase to **\$45,000**.

(d) Dental Plan for employees who have attained seniority. The Dental Plan will be on a 75% co-insurance on basic dental expenses. The annual maximum is **\$1500** per person. Reimbursement will be based on the 2000 Ontario Dental Association (O.D.A.) Fee Schedule. Effective January 1, 2003 reimbursement will be based on the 2002 O.D.A. Fee Schedule. Effective January 1, 2004 reimbursement will be based on the 2003 O.D.A. Fee Schedule. Effective January 1, 2005 reimbursement will be based on the 2004 O.D.A. Fee Schedule.

(e) Vision Care for employees who have attained seniority and their eligible dependents. A reimbursement benefit of 100% of eligible expenses subject to maximum of \$175.00 within a twenty-four (24) month period. Effective July 7, 2004 the maximum reimbursement will be \$200.00 within a twenty-four (24) month period.

23.02 During the lifetime of this Agreement, the Company will pay the premium cost of the Extended Health Care Plan (or an equivalent plan which is similar in all respects to the Great-West Life Extended Health Care Plan) on the basis of \$15.00 deductible for single coverage and \$30.00 deductible for family coverage.

23.03 For the purposes of family coverage, "family" shall be defined as all dependents who can be claimed for income tax deductions. A dependent means an employee's spouse who is a resident of the same country in which the employee resides. A dependent means an employee's child who meets all the following conditions:

(a) Is a resident of the same country in which the employee resides.

(b) Is unmarried.

(c) Is a natural child, step-child, legally adopted child, or foster child of an employee and/or such employee's spouse.

(d) Is less than 21 years old. However, a child who is at least 21 years but less than 25 years, is dependent on the employee for support, and is in regular full time attendance at an accredited institute of learning, shall be eligible. Any mentally retarded or physically handicapped child who was insured up to a maximum age shall remain insured beyond such maximum age, pro-

vided the child is incapable of self-sustaining employment and is wholly dependent upon the employee for support and maintenance.

- 23.04 **A** copy of the applicable contract pages of the Welfare Benefit Plan shall be provided to the Union and updated if necessary.

ARTICLE XXIV - Registered Retirement Savings Plan

- 24.01 Effective January 1, 1990, the Company established a Group Registered Retirement Savings Plan for employees with at least two (2) years' seniority. The Company will match the employees' contribution to a maximum of \$0.25 per paid hour per employee (maximum \$520.00 per employee per year). The Company has agreed to pay the administrative costs of this plan. Effective July 7, 2003 (next full pay) the Company will match the employees' contribution to a maximum of \$0.28 per paid hour per employee (maximum \$582.40 per employee per year). Effective July 7, 2004 (next full pay) the Company will match the employees' contribution to a maximum of \$0.30 per paid hour per employee (maximum \$624.00 per employee per year).

Employees with eleven (11) years or more seniority • the Company will match the employee's contribution to a maximum of \$.30 per paid hour (maximum \$624.00 per year). Effective July 7, 2003 (next full pay) the Company will match the employees' contribution to a maximum of \$0.33 per paid hour per employee (maximum \$686.40 per employee per year). Effective July 7, 2004 (next full pay) the Company will match the employees' contribution to a maximum of \$0.35 per paid hour per employee (maximum \$728.00 per employee per year).

Employees with sixteen (16) years or more of seniority - the Company will match the employee's contribution to a maximum of \$.33 per paid hour (maximum \$686.40 per year). Effective July 7, 2003 (next full pay) the Company will match the employees' contribution to a maximum of \$0.36 per paid hour per employee (maximum \$748.80 per employee per year). Effective July 7, 2004 (next full pay) the Company will match the employees' contribution to a maximum of \$0.38 per paid hour per employee (maximum \$790.40 per employee per year).

ARTICLE XXV - Shift Premium

- 25.01 Employees employed on the second or third shift shall receive a shift premium equal to five percent (5%) of their regular hourly rate for all hours worked on such shift. This premium does not apply to students or temporary employees.

ARTICLE XXVI - Bulletin Boards

- 26.01 The Company agrees to provide bulletin boards for the use of the Union at each facility according to Article I. The Union agrees that the use by the Union of the bulletin boards shall be restricted to the posting thereon only of such notices and shall have received prior approval of the Human Resources Department and shall only be of the following type:

- (a) notices of Union recreational and social affairs.
- (b) notices concerning education courses in labour matters given by recognized schools.
- (c) notices of Union elections, appointments and results of elections.

- (d) notice of Union meetings, and
- (e) certificates of qualified Union Counsellors.

ARTICLE XXVII - Jury Duty Pay

27.01 Each employee who is summoned to and reports for jury duty as prescribed by applicable law or is a subpoenaed witness in a court of law, shall be paid the difference between their normal pay rate and the amount they receive as jury duty pay. To receive jury duty pay from the Company, the employee must meet the following eligibility requirements:

(a) The employee shall have completed the probationary period.

(b) The employee shall have given prior notice to the Company that he or she has been summoned for jury duty.

(c) The employee shall furnish a statement of jury duty pay to the Company, that he or she reported for, or performed, jury duty on the days for which payment is claimed.

(d) The employee would otherwise have been required to perform work for the Company on the days for which he or she claims payment.

ARTICLE XXVIII - Union Security

28.01 The Company agrees that all employees shall become and remain members of the Union as a condition of their continued employment.

28.02 The Company shall deduct from the pay of each mem-

ber of the bargaining unit and all temps and students, bi-weekly, union dues. Such union dues initiation fees and assessment as prescribed by the Constitution of the Union. Initiation fees will be deducted as per completion of first complete pay period.

- 28.03 The Company shall remit the amounts so deducted, prior to the end of the following week, by cheque, as directed by the Canadian office, with a declared amount payment to the International Treasurer and the balance payable to the Local Union Financial Secretary.
- 28.04 Both remittances shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made.
- 28.05 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.
- 28.06 In addition to the foregoing, the Company agrees to deduct from all employees the sum of \$0.35 per week covering participation in the Welfare and Entertainment Club. The collected amount will be forwarded by cheque to a person designated by the local Union as the Receiver.

ARTICLE XXIX • Limitation of Work

- 29.01 The Company will ensure that work covered by the scope of this agreement is performed by bargaining unit employees only.

ARTICLE XXX • Bonus and Incentives

As of June 1, 2003 this Article, together with the Incentive Hourly Wage Structure, will no longer be in effect.

Beginning June 1, 2003 all employees at the Eastgate manufacturing facility as of that date will be paid based on an hourly rate. Their rate will be "red circled" at the average of the previous four (4) '13-week averages' calculated as per this Article XXX with a minimum of 85% incentive efficiency.

All employees hired or transferred into the facility on or after June 1, 2003 will be paid as per the Non-Incentive Hourly Wage Structure.

30.01 (a) It is expressly understood and agreed that the Company shall continue the agreed bonus plan during the life time of this Agreement. In the event that a complaint is raised by an employee concerning an alleged inequity with respect to the application of the bonus plan to that employee the Company will consider such complaint and, in the event the Company is satisfied that the complaint has substance and that an inequity exists, the Company will re-study the job in question and will permit the job to be studied by an independent representative of the Union and will consider such recommendations as may be made by such Union representatives.

(b) Incentive earnings shall be unrestricted provided the operator follows the prescribed method and sequence and maintains the required quality level.

(c) Incentive Plan average calculation is to be based on previous thirteen week average (quarterly) effective January 1, 1994.

30.02 Purpose of the Plan

This plan shall provide an employee an opportunity to gain incentive earnings based on employee performance. As a minimum performance level, incentive employees are required to perform at an incentive pace of 75% or more. The target percentage for a perform-

ance of 100% is 33% above the normal pace.

Incentive payment:

(a) Bonus Plan

Where the bonus plan is used for each 1% of performance over 75%, the bonus paid will be increased according to the bonus table as shown in the Collective Agreement.

(b) Base Rate

In all divisions, a standard base rate will be set for each job grade.

Guaranteed Rate

In all divisions the base rate for the grade is guaranteed.

Incentive Payment Calculations

(a) Bonus Plan

Bonus will be calculated on a daily basis and paid on a bi-weekly basis. The actual bonus paid is based on the employee's job classification in accordance with the Bonus Table.

(b) Incentive Payment Calculations

Sometimes, however due to the nature of the work, it may be necessary to calculate and pay on a team basis.

Notification of Incentive Payment:

Each employee will receive a copy of his or her weekly summary sheet. In addition to this, each employee will receive a slip showing details of bonus earnings gained for each day.

Standard Times:

The standard time for an operation is defined as the time it takes for an experienced operator (working at a normal pace, under normal conditions) to perform the operation. The standard time for operation is derived

by methods analysis by which time values are arrived at by either time and motion study or predetermined time systems. The standard time for an operation will include allowances of 15% for personal time, fatigue and miscellaneous delays. Standard times represent standard hours per hundred units.

Measured Hours:

All hours occupied in producing work for which standard times have been established are called Measured Hour. The incentive earned will be paid on all measured hours.

Unmeasured Hours

When a standard is not established within 15 days after a new job is created or a change is made to an existing job which invalidates the current standard, this work will be paid at the employee's appropriate non-incentive rate, until standard is established.

Indirect Work:

All indirect work, for example: cleanup, materials handling and similar items, will not qualify for incentive payments when done by a direct labour employee. Normal base rates will be paid for all indirect work. Such work is to be recorded on the work sheet and approved by the Department Manager.

Lost Time:

Standard times include a reasonable allowance to cover personal fatigue and delay (P.F.&D). An employee may, however, be prevented from working due to reasons beyond personal control; for example machine repair, waiting for work, awaiting instructions, etc. Such items of idle time, when alternate work cannot be arranged, must be recorded so that incentive earned prior to the delay will be protected. All such entries must be approved by the Department Manager at the time of occurrence.

Excess Work:

Excess work is an allowance granted when it is necessary to use substandard material or alternate methods. Excess work allowance can be issued only if requested before the work is completed; a request made after the work is completed will not be considered.

Rework and Work Subsequently Found to be Faulty:

If work has to be done as a result of the employee's error, no extra time will be allowed. The actual hours taken will be included with the current day's time taken. In the case

of team work, where the fault cannot be identified with a specific employee, the adjustment will be distributed equally between all employees on the team.

Revision of Standard Times:

Standard times will remain unaltered, except where the times are stated to be provisional, or arithmetical errors can be demonstrated, or where there is an accumulated change in the methods, material, equipment or quality requirements. The allowable percentage change is 3% for all changes.

When the accumulated changes affect a standard, the Company shall revise the standards to reflect the changes. The Union will be advised in writing prior to changes being issued.

When standards are revised due to changes of method, material, equipment or quality requirements, design or process changes, only elements affected by the change shall be altered.

Quality:

Our customers know us for the best quality goods in our industry. This plan is designed to pay incentive for more efficient production consistent with the maintenance of our quality standards.

Instruction from Supervision:

This program in no way affects the authority of the Management. All employees will be required to carry out the operations as instructed by their Department Manager or Lead hand, whether or not Standard Times have been issued for the work.

If employees are instructed by their supervisor to perform an incentive job contrary to the established standard, they will be paid a minimum of their average earnings.

INCENTIVE PLAN METHODS OF PAYMENT

Incentive plan payments will be paid based on the average over the period of a day on the following basis.

1. (a) Total the standards earned, hours during the period worked and add adjustments for extenuating circumstances.
- (b) If at the Company's request an employee is assigned to a job which he or she has never done before, the employee will be paid a learning allowance, for a period not to exceed four **(4)** weeks, at the rate provided in the Learning Allowance Schedule.
- (c) An employee assigned to a job which involves a new construction process, or assigned to a job which involves new material (which are different (eg, thickness) from the currently used material) will be paid their average earnings for a period not to exceed four **(4)** weeks.
- (d) If an incentive employee accepts a transfer across divisional lines due to a lack of work in their division, the employee will be paid under the Learning Allowance Schedule. The time period for such payment is

determined by the Department Manager.

- 2(a) (i) If an employee is assigned to work that involves testing or breaking-in equipment required for an existing process, the employee will be paid average incentive

(based on the employee's past quarter average efficiency). The allowable time period for this payment is determined by the Plant Manager.

(ii) If an employee is transferred from Direct (incentive) work to Indirect (non-incentive) work, the employee shall be paid the non-incentive 3 month rate of the job he/she is transferred to.

- 2(b) Lost Time Payment

Average bonus based on the employee's past quarter average efficiency or 100% whichever is lower will be paid for the following lost time occurrences:

(1) wait for machine repairs;

(2) wait for instructions;

(3) wait for work;

(4) attend a meeting that is not initiated as a result of the employee breaking Company rules.

(5) lack of work;

Other Payments

An employee will be paid average bonus when requested to do the following work. Average bonus is based on the employee's past quarter's average efficiency.

(1) produce samples

(2) teach a new operator

(3) repair a customer's product

(4) internal repairs other than self attributed

- 2(c) Excess work allowance will be paid on the basis of one

of the following:

- (i) A standard based on the change will be established and the difference will be added to the employee's performance for the operation to calculate the performance for which he or she shall be paid. These allowances will apply only for the calendar week in which they were issued. If the sub standard conditions continues for a longer period, the allowance will be re-issued for a further week.
 - (ii) If a calculated standard is not available, the employee's performance will be adjusted by adding to it one half the difference between the employee's average performance in the previous quarter, and their performance on the off standard operation. This adjusted performance will not exceed 100%.
- 2(d) If an employee is permanently transferred or works for continuous periods on unmeasurable work, then the employee's earnings may be adjusted to the non-incentive rate at the discretion of Plant Manager.
- 2(e) If an employee is transferred as a result of a successful job posting application under the terms of the current Collective Agreement, the higher of the incentive base rate or the learning allowance schedule will be paid.
- 2(f) "Effect on Wage Rates for Probationary Employees".
- (i) No allowances will be granted to employees who either during or following the first three months of their employment do not attain a minimum of 75% in each measured day during ten consecutive working days.
 - (ii) Once a probationary employee performs at over 75% efficiency for ten consecutive days, the employee's rate will be increased to the base rate of the job.
 - (iii) Once a probationary employee has maintained a performance over 75% for ten consecutive days, the

employee's base rate is guaranteed for the probationary period.

(iv) A probationary employee is entitled to incentive payment when he or she performs over 75% efficiency.

3. The gross standard hours are arrived at by adding the number of standard hours noted on Item 1 to all the adjustments noted in Item 2.
4. The total indirect (generally time spent cleaning up around the work place) and unmeasured hours are totalled and deducted from the total number of hours worked each day to give net total hours.
5. To determine the average efficiency for the day, the total credit standard hours are divided by the total measured hours.
6. Applies to both the Honour and Ticket Systems.
 - (i) Employees are responsible for the accuracy of the data which they submit.
 - (ii) Once time sheets are submitted to the Bonus Department, requests for additions or changes cannot be accepted after twenty four (24) hours.

ARTICLE XXXI - Term

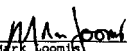
- 31.01 This Agreement will become effective July 7, 2002 and will expire July 6, 2005 and shall continue in force from year to year thereafter unless in any year not more than sixty days and not less than thirty days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of this Agreement.

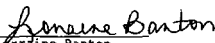
IN WITNESS WHEREOF the party of the first part and the party of the second part have caused their proper officers to affix their signatures the day and year first above written.

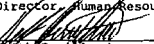
Dated this day March 6, 2003 at Mississauga, Ontario


BAUER NIKE HOCKEY INC.

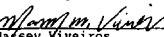
GLASS, MOLDERS,
POTTERY, PLASTICS
& ALLIED WORKERS
INTERNATIONAL
UNION AFL-CIO, CLC,
LOCAL 366



Mark Loomis
Vice-President Human Resources
& Legal


Lorraine Banton
Director, Human Resources



Keith Remillard
Director Distribution Operations
& Systems

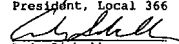

Al Schertzer
Manager, Distribution Operations
& Planning



Massey Viveiros
Distribution Manager



Mohamed Mirji
Plant Manager


Claude Beaudin
International
Representative


Angela Martineau
President, Local 366


Andy Isabella
Chief Steward


Steve Goonoo
Vice-President,
Local 366


Derryl Salach
Treasurer

Article XXXII - Plant Closure Agreement

rations

The Union agrees to use every effort to prevent any slowdown, sabotage, or other concerted activities which are designed to have the effect of restricting or limiting the output of the Company.

The Union and employees agree that they will cooperate fully with the Company in ensuring that productivity and quality targets are maintained at acceptable levels and further that if overtime is required to meet production requirements, the union and employees will cooperate to the fullest extent possible in working the required overtime.

Benefits Continuation

The Company will continue the employee's group insurance coverage as outlined in the Collective Agreement (excluding Weekly Indemnity) until the last day of the month after the employee has been indefinitely laid off.

Severance Pay

Eligibility:

Employees with five full years of service or more will be eligible for one week's pay for each full or part year of service calculated on the date the employee is indefinitely laid off (terminated) as follows:

1. The number of the employee's completed years of service: and
2. The number of the employee's completed months of employment divided by twelve (12).

The above calculations will be based on the employee's total years of service with no maximum.

Active employees with five (5) full years of service or more will be eligible for one (1) week's pay for each

full year of service.

One week's pay is calculated using the employee's average hourly rate in effect on the date the employee is indefinitely laid off calculated at forty (40) hours per week.

Severance Pay will not be considered as earnings for vacation pay calculations or any other purposes.

It is understood the above severance pay offer is inclusive of all obligations under the Employment Standards Act (Ontario) and all obligations under the current Collective Agreement.

Severance Stay-on Premium

Eligibility:

Active employees with one (1) full year of seniority or more will be eligible for a Severance Stay-on Premium calculated as follows as of the date of indefinite layoff;

Employees having one (1) year but less than three (3) years of service will be eligible for one (1) week's earnings;

Employees having three (3) years but less than five (5) years of service will be eligible for two (2) week's earnings;

Employees having five (5) years but less than twenty (20) years of service will be eligible for an additional 50% of the Severance Pay as calculated above;

Employees having twenty (20) years of service or more will be eligible for an additional 75% of the Severance Pay as calculated above.

To be eligible for the Severance Stay-on Premium, the eligible employee:

- Must remain at work until the final date as stated on their Notice of Layoff letter;
- Must meet the Attendance Requirements as defined below during the Statutory notice period;
- Must meet weekly Production and Quality targets as defined below:

Attendance Requirements:

Employees cannot be absent for more than two (2) full working days, except for the following reasons:

- Approved vacations
- Approved bereavement leave
- Approved jury duty leave
- Approved leave of absences

Production/Quality Targets:

• Weekly Production and Quality targets must be met. This information will be communicated daily to employees;

• Circumstances beyond the employee's control (such as shortages of parts or materials), will not be reason **for** reduction of the "Severance Stay-on Premium".

• Target numbers not being met will **result** in a reduction of the "Severance Stay-on Premium" pro-rated calculated as:

Number of Weeks Target Not Met

Total Number of Production Weeks

Resignation During Notice Period:

Employees who resign their employment during the Statutory notice period required under the Employment Standards Act (Ontario) shall be eligible for severance pay in accordance with the requirements under the Employment Standards Act (Ontario) providing the employee provides the Company with a minimum of two (2) weeks' written notice of resignation. It is understood that the Severance Stay-on Premium will be forfeited. The amount of severance

pay shall be calculated on the employee's length of service up to the date on which their notice of resignation takes effect.

Acceptance of Severance Pay:

An employee who applies for and accepts or is paid their full severance pay shall immediately forfeit their seniority and all other rights under the Collective Agreement.

Forms and Conditions of Payment

Employees will be eligible to receive their severance entitlement under one or more of the following options:

1. Receive their full severance entitlement two weeks following the date they are indefinitely laid off on the regular pay date.
2. Maintain their recall rights and accept their severance entitlement at a later date (maximum twelve (12) months from their termination date).
3. Roll all or part of their severance entitlement into a Registered Retirement Savings plan (RRSP) up to a maximum allowed by Government Regulations.
4. Employees may elect to delay receipt of their full severance entitlement and split into two taxation years.

LETTERS OF UNDERSTANDING
BETWEEN
BAUER NIKE HOCKEY INC.
AND
GLASS, MOLDERS, POTTERY, PLASTICS &
ALLIED WORKERS INTERNATIONAL UNION,
AFL-CIO-CLC, LOCAL 366

LETTER OF UNDERSTANDING #1

Effective January 1, 1997, all employees must be paid via Direct Deposit.

LETTERS OF UNDERSTANDING

BETWEEN

BAUER NIKE HOCKEY INC.

AND

**GLASS, MOLDERS, POTTERY, PLASTICS &
ALLIED WORKERS INTERNATIONAL UNION,
AFL-CIO-CLC, LOCAL 366**

LETTER OF UNDERSTANDING #2

For the purposes of Article 29 of the Labour Agreement, the parties agree as follows:

Except as provided below, work covered by the scope of this agreement includes all picking, packing, shipping and receiving inventoried product and operation of 'reach trucks' and 'walkie riders' in connection with the above, as well as all job classifications listed in Appendix 'F'.

In the case of "samples", marketing materials, "swag", employee purchases and inventory product that requires special processing outside of the standard value added services performed by the bargaining unit, the bargaining unit shall pick, pack, stage and deliver and, where required, subsequently reload such product of more than two (2) cartons. In some instances, loading of such product will mean delivering the product to a private vehicle or carrier or the internal delivery of the product. The Company reserves the right to ship/deliver amounts of such product of two (2) cartons or less by use of non-bargaining unit employees.

Notwithstanding the above, the Company reserves the

right to directly deliver (“in-hand deliver”) product identified above in the limited circumstance where service of a customer requires immediate in-hand delivery.

Non-sellable product/inventory is not covered by the scope of the labour agreement.

“Quality control,” and warranty/defective returns is not work covered by the scope of the labour agreement.

As per past practice, in the event of physical inventory not being conducted by bargaining unit employees, the employees shall be paid for all lost hours during the standard workweek (per Article 18.02).

In the case of dispute between the Union and the Company regarding the above clarification, either party may grieve the dispute as provided for in the Labour Agreement.

APPENDIX "A"
HOURLY WAGE STRUCTURE
EFFECTIVE: JULY 7TH, 2002

Grade	Incentive			Non Incentive		
	Start	Base	100%	Start	3 Months	1 YEAR
1	11.71	11.95	14.37	13.60	13.82	14.02
2	11.83	12.11	14.58	13.70	13.95	14.15
3	12.00	12.23	14.73	13.80	14.06	14.26
4	12.14	12.38	14.93	14.01	14.36	14.56
5	12.29	12.56	15.17	14.29	14.61	14.81
6	12.33	12.60	15.31	14.33	14.72	14.92
7	12.55	12.84	15.63	14.57	15.00	15.20
8	12.80	13.09	15.98	14.82	15.30	15.50
9	13.05	13.38	16.35	15.11	15.64	15.84
10	13.38	13.73	16.82	15.46	16.06	16.26
11				15.82	16.30	16.50
S5				18.10	18.40	18.60

APPENDIX "B"

HOURLY WAGE STRUCTURE

EFFECTIVE: JULY 7TH, 2003

Grade	Incentive			Non Incentive		
	Start	Base	100%	Start	3 Months	1 YEAR
1	12.16	12.40	14.82	14.05	14.27	14.47
2	12.28	12.56	15.03	14.15	14.40	14.60
3	12.45	12.68	15.18	14.25	14.51	14.71
4	12.59	12.83	15.38	14.46	14.81	15.01
5	12.74	13.01	15.62	14.74	15.06	15.26
6	12.78	13.05	15.76	14.78	15.17	15.37
7	13.00	13.29	16.08	15.02	15.45	15.65
8	13.25	13.54	16.43	15.27	15.75	15.95
9	13.50	13.83	16.80	15.56	16.09	16.29
10	13.83	14.18	17.27	15.91	16.51	16.71
11				16.27	16.75	16.95
S5				18.55	18.85	19.05

APPENDIX "C"

HOURLY WAGE STRUCTURE

EFFECTIVE: JULY 7TH, 2004

Grade	Incentive			Non Incentive		
	Start	Base	100%	Start	3 Months	1 YEAR
1	12.61	12.85	15.27	14.50	14.72	14.92
2	12.73	13.01	15.48	14.60	14.85	15.05
3	12.90	13.13	15.63	14.70	14.96	15.16
4	13.04	13.28	15.83	14.91	15.26	15.46
5	13.19	13.46	16.07	15.19	15.51	15.71
6	13.23	13.50	16.21	15.23	15.62	15.82
7	13.45	13.74	16.53	15.47	15.90	16.10
8	13.70	13.99	16.88	15.72	16.20	16.40
9	13.95	14.28	17.25	16.01	16.54	16.74
10	14.28	14.63	17.72	16.36	16.96	17.16
11				16.72	17.20	17.40
S5				19.00	19.30	19.50

APPENDIX "D"

BONUS SCHEDULE

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Base	9.30	9.46	9.58	9.73	9.91	9.95	10.19	10.44	10.73	11.08
100%	11.72	11.93	12.08	12.28	12.52	12.66	12.98	13.33	13.70	14.17
76	0.10	0.10	0.10	0.10	0.10	0.11	0.11	0.12	0.12	0.12
77	0.19	0.20	0.20	0.20	0.21	0.22	0.22	0.23	0.24	0.25
78	0.29	0.30	0.30	0.31	0.31	0.33	0.33	0.35	0.36	0.37
79	0.39	0.40	0.40	0.41	0.42	0.43	0.45	0.46	0.48	0.49
80	0.48	0.49	0.50	0.51	0.52	0.54	0.56	0.58	0.59	0.62
81	0.58	0.59	0.60	0.61	0.63	0.65	0.67	0.69	0.71	0.74
82	0.68	0.69	0.70	0.71	0.73	0.76	0.78	0.81	0.83	0.87
83	0.77	0.79	0.80	0.82	0.84	0.87	0.89	0.92	0.95	0.99
84	0.87	0.89	0.90	0.92	0.94	0.98	1.00	1.04	1.07	1.11
85	0.97	0.99	1.00	1.02	1.04	1.08	1.12	1.16	1.19	1.24
86	1.06	1.09	1.10	1.12	1.15	1.19	1.23	1.27	1.31	1.36
87	1.16	1.19	1.20	1.22	1.25	1.30	1.34	1.39	1.43	1.48
88	1.26	1.28	1.30	1.33	1.36	1.41	1.45	1.50	1.54	1.61
89	1.36	1.38	1.40	1.43	1.46	1.52	1.56	1.62	1.66	1.73
90	1.45	1.48	1.50	1.53	1.57	1.63	1.67	1.73	1.78	1.85

APPENDIX "D"

BONUS SCHEDULE (Continued)

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Base	9.30	9.46	9.58	9.73	9.91	9.95	10.19	10.44	10.73	11.08
100%	11.72	11.93	12.08	12.28	12.52	12.66	12.98	13.33	13.70	14.17
91	1.55	1.58	1.60	1.63	1.67	1.73	1.79	1.85	1.90	1.98
92	1.65	1.68	1.70	1.73	1.77	1.84	1.90	1.97	2.02	2.10
93	1.74	1.78	1.80	1.84	1.88	1.95	2.01	2.08	2.14	2.22
94	1.84	1.88	1.90	1.94	1.98	2.06	2.12	2.20	2.26	2.35
95	1.94	1.98	2.00	2.04	2.09	2.17	2.23	2.31	2.38	2.47
96	2.03	2.07	2.10	2.14	2.19	2.28	2.34	2.43	2.49	2.60
97	2.13	2.17	2.20	2.24	2.30	2.38	2.46	2.54	2.61	2.72
98	2.23	2.27	2.30	2.35	2.40	2.49	2.57	2.66	2.73	2.84
99	2.32	2.37	2.40	2.45	2.51	2.60	2.68	2.77	2.85	2.97
100	2.42	2.47	2.50	2.55	2.61	2.71	2.79	2.89	2.97	3.09
101	2.52	2.57	2.60	2.65	2.71	2.82	2.90	3.01	3.09	3.21
102	2.61	2.67	2.70	2.75	2.82	2.93	3.01	3.12	3.21	3.34
103	2.71	2.77	2.80	2.86	2.92	3.04	3.12	3.24	3.33	3.46
104	2.81	2.87	2.90	2.96	3.03	3.14	3.24	3.35	3.45	3.58
105	2.90	2.96	3.00	3.06	3.13	3.25	3.35	3.47	3.56	3.71

APPENDIX "D"

BONUS SCHEDULE (Continued)

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Base	9.30	9.46	9.58	9.73	9.91	9.95	10.19	10.44	10.73	11.08
100%	11.72	11.93	12.08	12.28	12.52	12.66	12.98	13.33	13.70	14.17
106	3.00	3.06	3.10	3.16	3.24	3.36	3.46	3.58	3.68	3.83
107	3.10	3.16	3.20	3.26	3.34	3.47	3.57	3.70	3.80	3.96
108	3.19	2.26	3.30	3.37	3.45	3.58	3.68	3.81	3.92	4.08
109	3.29	3.36	3.40	3.47	3.55	3.69	3.79	3.93	4.04	4.20
110	3.39	3.46	3.50	3.57	3.65	3.79	3.91	4.05	4.16	4.33
111	3.48	3.56	3.60	3.67	3.76	3.90	4.02	4.16	4.28	4.45
112	3.58	3.66	3.70	3.77	3.86	4.01	4.13	4.28	4.40	4.57
113	3.68	3.75	3.80	3.88	3.97	4.12	4.24	4.39	4.51	4.70
114	3.78	3.85	3.90	3.98	4.07	4.23	4.35	4.51	4.63	4.82
115	3.87	3.95	4.00	4.08	4.18	4.34	4.46	4.62	4.75	4.94
116	3.97	4.05	4.10	4.18	4.28	4.44	4.58	4.74	4.87	5.07
117	4.07	4.15	4.20	4.28	4.38	4.55	4.69	4.86	4.99	5.19
118	4.16	4.25	4.30	4.39	4.49	4.66	4.80	4.97	5.11	5.31
119	4.26	4.35	4.40	4.49	4.59	4.77	4.91	5.09	5.23	5.44
120	4.36	4.45	4.50	4.59	4.70	4.88	5.02	5.20	5.35	5.56

APPENDIX "D"

BONUS SCHEDULE (Continued)

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Base	9.30	9.46	9.58	9.73	9.91	9.95	10.19	10.44	10.73	11.08
100%	11.72	11.93	12.08	12.28	12.52	12.66	12.98	13.33	13.70	14.17
121	4.45	4.54	4.60	4.69	4.80	4.99	5.13	5.32	5.46	5.69
122	4.55	4.64	4.70	4.79	4.91	5.09	5.25	5.43	5.58	5.81
123	4.65	4.74	4.80	4.90	5.01	5.20	5.36	5.55	5.70	5.93
124	4.74	4.84	4.90	5.00	5.12	5.31	5.47	5.66	5.82	6.06
125	4.84	4.94	5.00	5.10	5.22	5.42	5.58	5.78	5.94	6.18
126	4.94	5.04	5.10	5.20	5.32	5.53	5.69	5.90	6.06	6.30
127	5.03	5.14	5.20	5.30	5.43	5.64	5.80	6.01	6.18	6.43
128	5.13	5.24	5.30	5.41	5.53	5.75	5.91	6.13	6.30	6.55
129	5.23	5.34	5.40	5.51	5.64	5.85	6.03	6.24	6.42	6.67
130	5.32	5.43	5.50	5.61	5.74	5.96	6.14	6.36	6.53	6.80
131	5.42	5.53	5.60	5.71	5.85	6.07	6.25	6.47	6.65	6.92
132	5.52	5.63	5.70	5.81	5.95	6.18	6.36	6.59	6.77	7.05
133	5.61	5.73	5.80	5.92	6.06	6.29	6.47	6.70	6.89	7.17
134	5.71	5.83	5.90	6.02	6.16	6.40	6.58	6.82	7.01	7.29
135	5.81	5.93	6.00	6.12	6.26	6.50	6.70	6.94	7.13	7.42

APPENDIX "D"

BONUS SCHEDULE (Continued)

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Base	9.30	9.46	9.58	9.73	9.91	9.95	10.19	10.44	10.73	11.08
100%	11.72	11.93	12.08	12.28	12.52	12.66	12.98	13.33	13.70	14.17
136	5.90	6.03	6.10	6.22	6.37	6.61	6.81	7.05	7.25	7.54
137	6.00	6.13	6.20	6.32	6.47	6.72	6.92	7.17	7.37	7.66
138	6.10	6.22	6.30	6.43	6.58	6.83	7.03	7.28	7.48	7.79
139	6.20	6.32	6.40	6.53	6.68	6.94	7.14	7.40	7.60	7.91
140	6.29	6.42	6.50	6.63	6.79	7.05	7.25	7.51	7.72	8.03
141	6.39	6.52	6.60	6.73	6.89	7.15	7.37	7.63	7.84	8.16
142	6.49	6.62	6.70	6.83	6.99	7.26	7.48	7.75	7.96	8.28
143	6.58	6.72	6.80	6.94	7.10	7.37	7.59	7.86	8.08	8.40
144	6.68	6.82	6.90	7.04	7.20	7.48	7.70	7.98	8.20	8.53
145	6.78	6.92	7.00	7.14	7.31	7.59	7.81	8.09	8.32	8.65
146	6.87	7.01	7.10	7.24	7.41	7.70	7.92	8.21	8.43	8.78
147	6.97	7.11	7.20	7.34	7.52	7.80	8.04	8.32	8.55	8.90
148	7.07	7.21	7.30	7.45	7.62	7.91	8.15	8.44	8.67	9.02
149	7.16	7.31	7.40	7.55	7.73	8.02	8.26	8.55	8.79	9.15
150	7.26	7.41	7.50	7.65	7.83	8.13	8.37	8.67	8.91	9.27

APPENDIX "E"

LEARNING ALLOWANCE SCHEDULE

Actual Performance	First Week Pay	Second Week Pay	Third Week Pay	Fourth Week Pay
52/53	80	76		
54/55	81	77		
56/57	82	78		
58/59	83	79		
60/61	83	80	75	
62/63	84	81	77	
64/65	85	82	78	
66/67	86	83	79	
68/69	87	84	80	
70/71	88	85	82	75
72/73	89	86	83	77
74/75	89	87	84	79
76	90	88	85	80
77	90	88	86	81
78	91	89	86	82
79	91	89	87	82
80	92	90	87	83
81	92	90	88	84
82	93	91	89	85
83	93	91	89	86
84	93	92	90	87
85	94	92	91	87
86	94	93	91	88
87	95	93	92	89
88	95	94	92	90
89	95	94	93	91
90	96	95	94	92
91	96	95	94	93
92	97	96	95	93
93	97	96	96	94

APPENDIX "E"

LEARNING ALLOWANCE SCHEDULE (Continued)

Actual Performance	First Week <i>Pay</i>	Second Week <i>Pay</i>	Third Week <i>Pay</i>	Fourth Week <i>Pay</i>
94	97	97	96	95
95	98	97	97	96
96	98	98	97	97
97	99	98	98	97
98	99	99	99	98
99	99	99	99	99
100	100	100	100	100

APPENDIX "F"

HOURLY GRADE STRUCTURE

WAGE GRADE 1

Sort and Count
Assembly and Benchwork
Cut Elastic and Web
Bartack M/C Operator
Packing
Lay Up Person
Punch Press Operator
Manufacturing Students & Temps

WAGE GRADE 2

Stamp and Set Up
Serging M/C Operator
Benchwork
Embroidery M/C Operator
Packaging Goal Pads
Automatic S/M Operator

WAGE GRADE 3

Sewing M/C Supports, Hockey Pants, Body Pads
Eyelet Machine Operator
Moulding Operator
Glue and Assembly
Silk Screen Operator

WAGE GRADE 4

Sewing M/C Chain and Palms
Post M/C
Foam Stuffing Goal Pads
Lace Goal Gloves
Post and Cylinder Binder
Clicker Cutting

WAGE GRADE 5

WAGE GRADE 6

Hand Sew Center and Stuff
Flat S/M Operator
Adler Cylinder M/C
Cleaner Manufacturing
Foam Grinder
Set Up Moulds & Bandsaw

WAGE GRADE 7

Beam Press
Ormond Stuffer

WAGE GRADE 8

Work Mover
Packout - Shipper/Receiver
Electric Knife Cutter
Receiving General Warehouse
Picking General Warehouse
Shipping General Warehouse
Special Handling General Warehouse
General Warehouse

WAGE GRADE 9

Heavy Puritan Operator

WAGE GRADE 10

Hand Sew Pro Goal Pads

WAGE GRADE 11

Lead Hand Manufacturing
Lead Hand Manufacturing/Shipping/Receiving
Lead Hand Distribution
Certified Distribution Drivers
Maintenance Warehouse

WAGE GRADE S5
Special Mechanic

***** Warehouse Students & Temps**

*****For the life of this agreement, no wage increase will be applied to this classification only. The hourly rate will remain at \$12.10 per hour.**

The listing of a classification in Appendix 'F' does not obligate the Company to staff the classification.

GROUP BENEFIT PLAN

RECEIVED
JUN 04 2003



BAUERNIKEHOCKEY

Toronto Hourly-Paid
GMP Local Employees

SCHEDULE OF BENEFITS
FOR
GROUP POLICY NO. 134775

EMPLOYEES

Life Insurance	\$35,000
Effective July 7, 2001	\$40,000

Accidental Death and Dismemberment Insurance (Principal Sum)
 (Underwritten by American Home Assurance Company) See description

Weekly Income Insurance 66 2/3% of your weekly earnings up to the maximum allowable under the Employment Insurance Act

EMPLOYEES AND DEPENDENTS

Hospital Daily Room and Board Amount Semi-private

Healthcare

Calendar Year Deductible (per family member)	\$15
Calendar Year Deductible (per family)	\$30
Reimbursement Level	100%
Hospital Daily Room and Board Amount	Private
Out-of-hospital Nursing Maximum	\$10,000
Extracare Covered Expenses	
Out-of-hospital Psychologists Maximum	
- for the initial visit	\$35
- for subsequent visits	\$20
- in any calendar year	\$200

Out-of-hospital Speech Therapist Annual Maximum	\$200
Out-of-hospital Masseur Maximum	
- for each visit	\$7
- in any calendar year	\$84
Lifetime Maximum	Unlimited

Dentalcare

Dental Fee Guide	The 1999 dental fee guide in effect in your province of residence
Effective January 1, 2001	The 2000 dental fee guide in effect in your province of residence

Reimbursement Levels	
- Routine Treatment	75%
- Major Treatment	50%
Annual Maximum	\$1,500

Visioncare

Reimbursement Level	100%
Eyeglass or Contact Lens Maximum (24 month period)	\$125
Effective July 7, 2000	\$150
Effective July 7, 2001	\$175
Contact Lenses for Special Conditions Lifetime Maximum	\$250

CHANGES IN INSURANCE BENEFITS

If your insurance benefits change because of an amendment to the plan, or because of a change in your age, class, earnings, dependent status, etc., the new benefits become effective on the date the change affecting your benefits occurred.

When a change results in increased benefits you must be actively at work to be eligible for the new benefits.. If you are not at work on the date the new benefits would otherwise become effective, the change will not become effective until you return to work. Increased benefits for a dependent confined in hospital on the date the new benefits would otherwise become effective do not become effective until he or she is released from hospital. In any case, payment for services and supplies received before the date of an increase in benefits will always be based on plan benefits in effect before the change.

ELIGIBILITY

If you are a new employee, you will become eligible to join the group insurance plan after you complete three months of continuous employment. You are considered continuously employed only if you satisfy the actively at work requirement throughout the eligibility waiting period.

- You and your dependents will be covered as soon as you become eligible.
- You must be actively at work for insurance to take effect. You are considered to be actively at work if you are not disabled and you are either at work or absent for vacation, weekends, statutory holidays, or shift differentials.
- Temporary, part-time and seasonal employees may not join the plan.

DEFINITION OF DEPENDENT

Dependent means:

- Your insurable spouse

A spouse is insurable if they are your legal spouse, common-law spouse, or former spouse.

You can only insure one spouse at a time. You must insure the same person for all spouse benefits provided under the employer's benefit program.

Where you have more than one insurable spouse, Great-West Life will consider your insured spouse to be the one for whom you first submit a claim for any benefit provided under the employer's benefit program.

A legal spouse means the person lawfully married to you according to applicable provincial legislation.

A common-law spouse means a person who is living with you in a common-law relationship. A common-law relationship is considered to exist where two persons of the opposite sex have lived together as husband and wife for at least one year or when a child is born from the relationship, whichever comes first.

A former spouse means a divorced or ex-common-law spouse for whom insurance protection for some of the benefits available under the employer's benefit program is mandated by court order.

You can change from one insured spouse to another by submitting a claim for a different spouse for any benefit provided under the employer's benefit program. The change will take effect on the later of:

- (1) the date of the **loss** claimed for the new spouse, and
- (2) the day after the date of the last **loss** claimed for the previous spouse.

A change from a common-law spouse to a legal spouse is valid only when the legal spouse is living with you.

A change from a former spouse to a legal or common-law spouse is not allowed unless the court order under which the former spouse qualified for coverage has expired.

- Your insurable children

Children are insurable if they are

- your or your insured spouse's unmarried natural, adopted, or step child, or
- an unmarried child you or your insured spouse have been appointed guardian for all purposes by a court of competent jurisdiction.

Children under age 21 must not be working more than 30 hours a week, unless they are full-time students.

Children age 21 or over must either be:

- (1) full-time students under age 26, or
- (2) incapacitated for a continuous period beginning before age 21 or while a full-time student and before age 26.

Unmarried children of your spouse are considered dependents only if

- they are also your children, or
- your spouse is living with you and has custody of the children.

Children for whom you or your insured spouse have been appointed guardian are not insurable unless:

- (1) Great-West Life has received satisfactory proof of guardianship, and
- (2) if your insured spouse **is** the guardian, your spouse is living with you.

Children are considered full-time students if they have been in registered attendance at an elementary school, high school, university, or similar educational institution for 15 hours a week or more sometime in the last 6 months. Children are **not** considered full-time students if they are being paid to attend an educational institution.

Children are considered incapacitated if they are incapable of supporting themselves due to a physical or mental disorder.

LIFE INSURANCE FOR EMPLOYEES

- If you die, your beneficiary will be paid the amount of your group life insurance. (See the **Schedule of Benefits** at the front of this booklet for the amount.)
- If you become disabled while insured and before reaching age 65, and your disability continues without interruption for at least six months, your life insurance will remain in force without further premium payment. After you have been totally disabled for six months, you should submit the appropriate claim forms to Great-West Life. Your premiums will be waived upon satisfactory proof of your disability but only until you reach age 65. Proof of continued disability may be required each year.

If you are not approved for waiver of premium your life insurance will be continued on a premium paying basis until the earlier of the following:

- (1) the date your insurance is terminated by your employer, or
 - (2) the date your insurance would normally terminate under the Termination of Insurance section.
- If any or all of your insurance terminates **at or before age 65**, you may be able to apply for an individual conversion policy.

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

See your employer for complete details about the types of conversion policies available.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Underwritten by the American Home Assurance Company) Group Policy No. BSC 902 5539

General

The Accidental Death and Dismemberment plan provides benefits in the event of: the accidental **loss** of life, sight, limbs, speech, hearing; or the accidental **loss** of use of limbs or paralysis. You are covered 24 hours a day, anywhere in the world.

Amount of Coverage

You are covered for a principal sum equal to Bauer Nike Hockey Inc.'s Life Insurance.

Payment Resulting from Death and Dismemberment

The percentage of the principal sum payable to you in the event of an accident will depend on the nature of the **loss** as described below. Loss must occur within **365** days of an accident.

Loss of

Life	100%
Entire Sight of Both Eyes	100%
Entire Sight of One Eye	66 2/3%
One Hand and the Entire Sight of One Eye	100%
One Foot and the Entire Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
Speech or Hearing in Both Ears	66 2/3%
Hearing in One Ear	16 2/3%
Both Hands or Both Feet	100%
One Hand and One Foot	100%
One Hand or One Foot	66 2/3%
One Arm or One Leg	75%
Thumb and Index Finger of the Same Hand	66 2/3%
Four Fingers of One Hand	66 2/3%
All Toes of One Foot	33 1/3%

Loss of Use

Both Arms or Both Hands	100%
One Arm or One Leg	75%
One Hand or One Foot	66 2/3%

For Total Paralysis of

Quadriplegia (both upper and lower limbs)	200%
Paraplegia (both lower limbs)	200%
Hemiplegia (upper and lower limbs of one side of the body)	200%

"Loss" as used with reference to hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; as used with reference to arm or leg means complete severance through or above the elbow or knee joint; as used with reference to thumb means the complete severance of one entire phalange of the thumb; as used with reference to finger means the complete severance of two entire phalanges of the finger; as used with reference to toe means the complete severance of one entire phalanx of the big **toe** and all phalanges of the other toes; as used with reference to eye means the irrecoverable loss of the entire sight thereof.

"Loss" as used with reference to speech means complete and irrecoverable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrecoverable **loss** of hearing in both ears.

"**Loss**" as used with reference to quadriplegia, paraplegia and hemiplegia means the complete and irreversible paralysis of such limbs.

"Loss" as used with reference to "Loss of Use" means the total and irrecoverable **loss** of use provided the **loss** is continuous for 12 consecutive months and such **loss of use** is determined to be permanent at the end of such period.

Indemnity provided under this Plan for all losses sustained by any one (1) Insured Person as the result of any one (1) accident will not exceed the following:

- a) with the exception of quadriplegia, paraplegia and hemiplegia, the Principal Sum.
- b) with respect to quadriplegia, paraplegia and hemiplegia, two times the Principal Sum or the Principal Sum if **Loss** of Life occurs within 90 days after the date of the accident.

Rehabilitation

If you sustain a covered injury, the Insurer will reimburse all reasonable and necessary expenses you incur for special training to become specifically qualified to perform an occupation for which you previously lacked the qualifications. Benefits are payable for up to **two** years following the accident, to a maximum of \$10,000 per covered individual for any one accident. The Insurer will not pay for any room, board or other ordinary living, travelling or clothing expenses.

Repatriation

Should you die as a result of an accident at least 50 kilometers away from your normal place of residence and within 365 days after the accident, the Insurer will reimburse the expenses incurred for preparing and shipping the body home. The maximum amount payable under this provision is \$10,000.

In the event an Insured Person sustains an Injury which results in a **Loss** payable under the section entitled "Accidental Death and Dismemberment Indemnity", the Insured Person's amount of Principal Sum will be increased by ten percent (10%) if, at the time of the accident, the Insured Person was driving or riding in a vehicle and wearing a properly fastened Seat Belt. Verification of actual use of the seat belt must be part of the official report of accident or certified by the investigating officer.

Family Transportation

Should you be hospitalized for a covered **loss**, the Insurer will pay an immediate family member's transportation to a maximum amount of \$10,000 provided the following criteria are met:

- (a) the hospital confinement occurs within 365 days of the accident,
- (b) the hospital is at least 150 kilometers away from home,

- (c) the attending physician recommends the personal attendance of a member of the immediate family,
- (d) the visiting family member takes the most direct route, by a licensed common carrier, to the hospital, and
- (e) the visiting family member is the spouse or common-law spouse, parent, grandparent, child age 18 or over, brother or sister.

Continuation of Coverage During Approved Leaves

Your coverage can be extended during a temporary lay-off, or if you take a leave of absence. However, this coverage is subject to any provisions as stated in Bauer Nike Hockey Inc.'s Life Insurance plan.

Conversion Privilege

When your employment terminates, you have 60 days to continue your coverage, up to the same principal sum, under another policy. To do so, simply apply at any office of the American Home Assurance Company.

Your new policy will then be effective once the insurance company receives your application or, if later, when coverage under this current policy ends.

Your premium will be based on the insurer's normal premiums for individual or family policies, not the premiums charged under this group policy.

Exposure and Disappearance

Should you be unavoidably exposed to the elements as a result of an accident and consequently suffer a covered **loss**, the Insurer will provide benefits for that loss.

If you are in a transportation vehicle that disappears, is forced to land, is stranded, sinks or is wrecked, and you are not found within one year of the incident, you will be considered to have died and the Insurer will pay benefits accordingly.

Waiver of Premium

Your premiums will be waived if you become totally disabled and eligible for disability income benefits under Bauer Nike Hockey Inc.'s Life Insurance plan. The waiver will then apply until the earliest of:

- (1) your 65th birthday,
- (2) your death or recovery, and
- (3) the date on which this policy is cancelled.

Beneficiary Designation

You may designate anyone you wish as your beneficiary. If you do not choose anyone, your estate will receive any benefits payable in the event of your accidental death.

You are automatically the beneficiary of any benefits payable in the event of an accidental injury.

When Benefits Are Not Payable

Benefits are not payable from this Plan for losses resulting from:

- (1) intentionally self-inflicted injury,
- (2) suicide, or attempted suicide, while sane or insane,

- (3) war or any act of war, declared or undeclared,
- (4) service in the armed forces,
- (5) travel in any aircraft as a pilot or crew member, or
- (6) travel as a passenger in any aircraft owned by Bauer Nike Hockey Inc.

WEEKLY INCOME INSURANCE

If you are unable to earn your living because of an accident or illness, your Weekly Income Insurance would provide you with a weekly income. (See the Schedule of Benefits at the front of this booklet for the amount.)

- To receive Weekly Income benefits you need not be confined at home, but your disability must be severe enough to prevent you from performing your regular work, and you must be under the continuous care and personal attendance of a physician.
- Weekly Income benefits begin with the first day of disability due to injury or the fourth day of disability due to illness.

If you have not seen a physician on or before the date benefits would otherwise start, they will not start until after your first visit to the physician.

If you are hospitalized for at least 5 hours or undergo a surgical procedure before the fourth day of illness, benefits will begin on the first day of hospitalization.

- Weekly Income benefits will be paid for a total of not more than 26 weeks for each period of disability.

- Great-West Life will not pay for
 - disability due to injury sustained while working for pay or profit.
 - disability due to illness for which you are covered under Workers' Compensation or similar program.
 - disability due to or associated with treatment rendered for aesthetic purposes.
 - disability during a period you are serving a prison sentence.
 - disability during the scheduled duration of a leave of absence including maternity leave. Maternity leave is considered to begin on the earlier of the date agreed upon by you and your employer or the date of birth, or
 - disability during the scheduled duration of any lay-off unless you become disabled
 - (a) before notice of lay-off is given, or
 - (b) more than 2 months before the date the lay-off is scheduled to begin, whether or not notice of lay-off has been given.
 - disability resulting from self-inflicted injury, war, or engaging in a riot or insurrection.
- Successive absences from work are considered to be in the same period of disability unless separated by
 - three complete consecutive months of active, full-time work, or
 - one full month of work if the disability is due to completely different causes.

Your Weekly Income benefits will be reduced by any amounts payable under

- an Automobile Insurance Plan where permitted by law
- the Canada or Quebec Pension Plan excluding any increases in benefits due to a cost-of-living adjustment.

HOSPITAL

Hospital Insurance provides protection against the cost of medically necessary hospital charges for which there is no reimbursement from the provincial hospital plan. Hospital Insurance covers only those expenses which are considered reasonable and customary for the service provided in the area where the expenses are incurred.

- For regular hospital room and board, Great-West Life pays up to the usual daily charge of the hospital concerned for semi-private care.
- For confinement in an Intensive Care Unit, Great-West Life pays the reasonable and customary charges.
- If you or one of your dependents is confined in a convalescent or chronic care hospital, Great-West Life pays up to the usual daily charge of the hospital concerned for semi-private convalescent care, as long as the confinement
 - (1) is recommended by your doctor, and
 - (2) follows a 3-day confinement in a hospital as a registered bed-patient and is for the same condition.
- If you or one of your dependents requires treatment as an out-patient, Great-West Life pays the reasonable and customary charges incurred for services and supplies received for the treatment.

- Great-West Life pays the reasonable and customary charges for other hospital services and supplies received during confinement as a registered bed-patient.
- Benefits for hospital confinement related to pregnancy are payable in the same way as they would be for any other disability.

Please Note: No benefits will be payable for a hospital confinement which started before your insurance became effective.

HEALTHCARE INSURANCE

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

Deductible

- You pay a deductible of \$15 for all covered expenses.
- You pay the deductible only once for any one family member in any calendar year.
- You only pay the deductible once if two or more family members incur expenses as a result of the same accident.
- Not more than \$30 is required in deductible amounts for all members of your family in any calendar year.
- **So** that you will not have to pay the deductible twice in a short period for the same family member, any covered expenses applied against it in the last three months of a calendar year may also be applied against the deductible for the next calendar year.

Co-insurance Percentage

- After you have paid the deductible, Great-West Life pays 100% of all covered expenses.

Covered Expenses

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

Hospital Charges

- Regular hospital room and board up to the usual daily charge of the hospital concerned for private ward care
- Convalescent hospital care up to the usual daily charge of the hospital concerned for a private room but only if the confinement
 - (1) is recommended by your doctor, and
 - (2) follows a 3-day confinement in a hospital as a registered bed-patient and is for the same condition

Medical Charges

- Doctors' services for emergency treatment provided outside your province of residence
- Physiotherapists' services other than by members of your family
- Radio-active materials
- Oxygen
- Blood transfusions
- Professional ambulance transportation to and from a local hospital and between hospitals (including licensed air ambulance)

- Sera and injectable drugs when administered by a doctor
- Out-of-hospital treatment of accidental injury to natural teeth completed within 12 months after the accident
- Diagnostic X-rays and diagnostic lab procedures
- Rental or, at Great-West Life's discretion, purchase of the following supplies, appliances and prosthetic devices prescribed by a doctor:
 - standard wheelchairs (excluding electric wheelchairs unless recommended by a certified orthopedic specialist)
 - standard hospital beds (excluding electric hospital beds), bed rails and trapeze bars
 - splints (excluding dental splints), canes, walkers, crutches, trusses and casts
 - orthotic appliances which are specifically designed and constructed for the patient
 - Jobst sleeves for lymphoedema following mastectomy, Jobst burn garments and Jobst support hose
 - braces with rigid supports (excluding lumbar supports)
 - orthopedic shoes, if an integral part of a brace and custom made specially fabricated boots or shoes, modifications and adjustments to stock-item footwear
 - stump socks, shoulder harnesses, head halters, traction apparatus and cervical collars
 - colostomy apparatus, ileostomy apparatus, urinary kits and catheters
 - enuretic devices

- PUVA therapy for psoriasis, when administered by a dermatologist
 - intermittent positive pressure breathing machine
 - aerosol equipment, mist tents and nebulizers for cystic fibrosis, acute emphysema, chronic obstructive bronchitis, or chronic asthma
 - apnea monitors for respiratory dysrhythmias
 - iron lung
 - artificial eyes, including repairs
 - one pair of eyeglasses or contact lenses following cataract surgery
 - artificial limbs (including repairs and replacement but excluding myoelectrical limbs)
 - external breast prostheses, post-mastectomy
 - transcutaneous nerve stimulator for up to 6 months
 - non-union bone stimulators
 - surgical dressings
 - pacemakers
 - insulin, insulin syringe, alcohol swabs and testing supplies for diabetics
- Out-of-hospital services of a registered nurse, licensed practical nurse or registered nursing assistant. Benefits are limited to \$10,000 for all services in any calendar year. No benefits are paid for services provided by a member of your family **or** for services which do not require the specific skills of a registered nurse, licensed practical nurse or registered nursing assistant.

- Drugs and medicines, including oral contraceptives, which are dispensed by a licensed pharmacist and which require the written prescription of a doctor or dentist according to the Food and Drugs Act, Canada or provincial legislation in effect where the drug is dispensed,

Including vaccinations and immunizations for the preventive treatment of communicable disease.

Nicorette gum is covered up to \$300 per lifetime.

The following drugs and life-sustaining drugs are considered covered expenses:

- anti-convulsants
- mydriatics, cycloplegics, miotics
- anti-anginal agents, anti-arrhythmic agents, cardiotonics, enzymatic debriding agents, topical coronary vasodilators, vasodilators and vasopressors
- bronchodilators and mucolytics
- anti-parkinsonians

No benefits are paid for:

- any single purchase of drugs or medicines which would not be used within a 90-day period
- any drug or item which does not have a drug identification number as defined by Canadian federal legislation
- drugs that are registered under Division 10 of the Regulations to the Food and Drugs Act, Canada
- drugs used to treat erectile dysfunction
- Out-of-hospital services of a psychologist up to a maximum of \$35 for the initial visit and \$20 per hour for each subsequent visit. Benefits are limited to \$200 for all visits in any calendar year.
- Out-of-hospital services of a speech therapist for correction of speech impairments. Benefits are limited to \$200 for all visits in any calendar year.

- **Out-of-hospital** services of a qualified massage therapist when prescribed by your doctor up to a maximum of \$7 for each visit. Benefits are limited to \$84 for all visits in any calendar year.

Pregnancy

- Benefits for expenses related to pregnancy are paid in the same way as they would be for a disability.

Services Not Paid by Healthcare Insurance

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

- Services not listed as covered expenses
- Delivery and transportation charges
- Services and supplies which are required for recreation or sports but which are not medically necessary for regular activities
- Services and supplies received during a period of hospital confinement which began before your insurance became effective

OUT-OF-PROVINCE COVERAGE

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

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

It is suggested that you submit a treatment plan so Great-West Life can let you know the amount payable before you incur the expense.

If the medical treatment is readily available elsewhere in Canada but you seek treatment outside Canada, no benefits will be paid.

DENTALCARE INSURANCE

Dentalcare Insurance provides protection against the cost of dental services which are often significant and unexpected. To be considered a covered expense, the charge for a particular service must be reasonable and customary for the service provided in the area where the expense is incurred and will be limited to the maximum fee level of the dental association fee guide described in the Schedule of Benefits.

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

Co-insurance Percentage

- Great-West Life pays 75% of Routine Treatment covered expenses and 50% of Major Treatment covered expenses.

Maximum Benefit

- Benefits are limited to \$1,500 for all covered expenses for any one family member in any calendar year.

Treatment Plan

- Before your dentist starts a course of treatment, he will, upon request, prepare a "treatment plan" - a written report describing his recommendations as to necessary treatment and cost.
- It is suggested you submit a treatment plan to Great-West Life before treatment starts for any Routine or Major Treatment expected to cost more than \$200.
- A pre-determination of the benefits payable for the proposed treatment will then be calculated so you know in advance the portion of the cost you will have to pay. Any pre-determination of benefits is only valid for 90 days from its date of issue.

Covered Expenses

The following items are considered covered expenses under this Dentalcare Benefit:

Routine Treatment

- oral examinations, polishing of teeth, topical application of fluoride solutions and bite-wing x-rays, twice in any calendar year but not more than once in any 5-month period
- scaling of teeth
- full mouth series of x-rays once every 24 months
- extractions and alveolectomy at the time of tooth extraction
- amalgam, silicate, acrylic and composite fillings
- dental surgery
- general anaesthesia and diagnostic x-ray and laboratory procedures required in relation to dental surgery
- endodontics (root canal therapy)

- periodontal treatment
- necessary treatment for relief of dental pain
- cost of medication and its administration when provided by injection in the dentist's office
- space maintainers for missing primary teeth and habit-breaking appliances
- consultations required by the attending dentist
- adjustments, relines, rebases and repairs to existing dentures
- stainless steel crowns
- interproximal discing of teeth
- pit and fissure sealants

Major Treatment

- inlays and onlays
- crowns (other than stainless steel crowns)
- installation of an initial appliance (bridgework or dentures) if such appliance is required because at least one additional natural tooth was necessarily extracted after the effective date of coverage for the individual

- replacement of existing dentures or bridgework if
 - (a) they are required because of the extraction of one or more natural teeth after the effective date of coverage for the individual and the existing bridgework or dentures cannot be made serviceable.

If the existing bridgework or dentures can be made serviceable, only the expense of the portion of the replacement bridgework or dentures that replaces the extracted teeth is considered a covered expense.

- (b) the existing bridgework or denture is at least 5 years old and cannot be made serviceable
 - (c) the existing bridgework or denture was temporarily installed after the effective date of coverage for the individual and is replaced by a permanent appliance
 - (d) the replacement bridgework or denture is made necessary as the result of an initial placement of an opposing denture while insured
 - (e) the replacement denture or bridgework is made necessary as the result of an accidental bodily injury while insured
- adjustments to bridgework or dentures after the 3-month post-insertion care period
 - treatment involving the use of gold when such treatment cannot be rendered at a lower cost by means of a reasonable substitute consistent with generally accepted dental practice

Exclusions

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

- cosmetic treatment, experimental treatment, dietary planning, oral hygiene instructions, plaque control, congenital or developmental malformation
- expense of dentures which have been lost, mislaid or stolen
- charges for dental treatment involving the use of gold which are in excess of the charges that would have been made if a reasonable substitute could have been used
- charges made by a dentist for broken appointments or for completion of claim forms required by Great-West Life
- orthodontic treatment
- services or supplies rendered for full mouth reconstructions, for vertical dimension correction or for correction of temporomandibular joint dysfunction
- covered expenses for treatment of accidental injury to natural teeth completed more than 12 months after the accident

VISIONCARE

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

Covered Expenses

Great-West Life pays 100% of the following covered expenses:

- Eyeglass frames and lenses (or contact lenses selected in place of lenses and frames). Benefits for these expenses are limited to the amount described in the schedule of benefits in any 24 month period.
- Contact lenses which are prescribed because the regular surface of the lens of the eye (the cornea) is impaired in some way and visual acuity cannot be improved to at least the 20/40 level in the better eye with ordinary eyeglasses. Benefits for these expenses are limited to a lifetime maximum of \$250.

Services Not Paid for by Visioncare Insurance

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

- eye tests or examinations required by an employer, school or government for screening purposes
- artificial eyes, sunglasses or safety glasses

PREFERRED VISION SERVICES (PVS)

Preferred Vision Services (PVS) is a service provided by Great-West Life to its customers through Preferred Vision Services.

Preferred Vision Services (PVS) entitles you to a discount on a wide selection of quality eyewear and vision care services when you purchase these items from a PVS network optician or optometrist. You are eligible to receive the PVS discount through the network whether or not you are enrolled for the healthcare coverage described in this booklet. You can use the PVS network as often as you wish to purchase services and eyewear for yourself and your dependents at a reduced cost.

Shopping for eyewear through PVS:

- Call the **PVS Information Hotline** at **1-800-668-6444** or visit the **PVS Web site** at **www.pvs.ca** for information about PVS locations and the program
- Arrange for a fitting or eye examination, if needed
- Present your group benefit plan identification card to identify your preferred status as a PVS member through Great-West Life at the time of purchase
- Select your eyewear and pay the reduced PVS price. If you have vision care coverage, obtain a receipt and submit it with a claim form to your insurance carrier in the usual manner.

CO-ORDINATION OF BENEFITS

If you or one of your dependents is entitled to benefits for the same expenses

- (1) from this plan and some other group insurance plan, or
- (2) from this plan and any government insurance plan, or
- (3) from this plan and any automobile insurance plan, or
- (4) as both an employee and a dependent under this plan, or
- (5) as a dependent of both parents under this plan

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

GENERAL LIMITATIONS

Your health insurance does not cover Healthcare, Dentalcare and Visioncare services and supplies in the following situations:

- e services or portion thereof provided under Workers' Compensation or similar program
- e services received in a government hospital unless you are required to pay for such services
- e services to which the patient is entitled without charge, or for which there would be no charge if there were no insurance
- e services or portion thereof provided under any government sponsored hospital or medical care program
- e aesthetic surgery (cosmetic surgery for beautification purposes)
- e services furnished without charge or paid for directly or indirectly by any government or for which a government prohibits payment of benefits
- e services received from a dental or medical department maintained by the employer, a mutual benefit association, labour union, trustee or similar type of group
- e service, including part-time or temporary service, in the armed forces of any country
- services required due to war (declared or undeclared), insurrection, or participation in a riot
- e services required due to any intentional self-inflicted injury or disease, while sane or insane

TERMINATION OF INSURANCE

Your insurance will terminate when:

- your employment ends, or
- the group policy terminates, or
- you are no longer in an eligible class.

Your dependent's insurance will terminate when:

- your insurance terminates, or
- your dependent is no longer an insurable dependent, or
- you are no longer in a class eligible for dependent insurance.

All of your insurance will terminate at retirement.

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

Extended Benefits After Termination

Weekly Income Insurance - If your insurance terminates while you are disabled you will continue to receive Weekly Income benefits during that period of disability, up to the maximum noted in the Weekly Income benefit description.

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

- the date the disability ends,
- 90 days from the date the group policy terminates,

- the date you have received benefits for a period equal in length to the period for which you were insured,
- the end of the calendar year next following the calendar year in which your or your dependent's insurance terminates.

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

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

CONTINUATION OF HEALTH AND DENTAL BENEFITS FOR DEPENDENTS

If you die, the health benefits for your dependents will be continued for a period of two years. Health benefits include the Healthcare, Dentalcare and Visioncare plans.

- If your surviving children cease to qualify as eligible dependents (as defined earlier in this booklet), the health benefits being continued after your death will terminate on the date they no longer qualify.
- If a dependent is disabled on the date insurance under this continuation terminates, insurance payments for that dependent will be continued until the earlier of the following:
 - the date the disability ends,
 - 90 days from the date the insurance terminated.

Please Note: If your dependent is in the hospital on the last day of this 90-day period, insurance payments for that dependent will be continued until the hospital confinement ends or until maximum benefits have been paid.

HOW TO MAKE YOUR CLAIMS

Life Insurance

- If you die, your employer will contact your beneficiary to explain what is required before payment of the insurance money can be made.
- For disability waiver of premium benefits, contact your employer for claim forms and procedures.

AD&D Insurance

- For accidental dismemberment or other loss as defined, ask your employer for the proper claim forms. Be sure these are completed correctly and return them to your employer.
- If you die accidentally, your employer will explain the claim requirements to your beneficiary.

Weekly Income Insurance

- Obtain claim form M5454 from your employer. Complete the employee portion of the form and have your doctor complete the portion titled "Attending Physician's Statement". Return the completed form to your employer as soon as possible, but no later than 3 months after the end of the waiting period.
- From time to time other forms may be forwarded to you. Have your doctor complete these forms and return them to your employer.

Healthcare Insurance

- Obtain form M635 from your employer. Complete this form, making sure it shows:
 1. Patient's name
 2. Type of service
 3. Date of service
 4. Complete itemization of charges
 5. Prescription numbers and drug names for drug expenses
- Attach your receipts to the claim form and return it to your employer.

Dentalcare

- Ask your employer for form M445. Have your dentist complete this form. Return the completed form to your employer.

Visioncare

- **Ask** your employer for form M1214. Have your doctor or optometrist complete this form. Return the completed form to your employer.

Please Note

- No benefits are payable for health expenses submitted more than 15 months after the expense is incurred.
- **Out-of-country claims** should be submitted to your employer as soon as possible after the expense is incurred. It is very important that you send your claims to your employer immediately as your Provincial Medical Plan has very strict time limitations.

Obtain form M5432 (Out-of-Country Statement of Claim) from your employer and, if applicable, the Government Assignment form (all provinces except Manitoba) and the Special Government Claim Form (British Columbia, Quebec and Newfoundland). Complete these forms, making sure all required information is included. Attach all original receipts and return the forms to your employer. Be sure to keep a copy for your own records.

Great-West Life will pay all eligible claims including your Provincial Medical Plan portion. Your Provincial Medical Plan will then reimburse Great-West Life for the government's share of the expenses.

Out-of-country claims must be submitted within a certain time period that varies by province. For the claims submission period applicable in your province or for any other questions or for assistance in completing any of the forms, please contact Great-West Life's Out-of-Country Claims unit at 1-800-957-9777.

THIS BOOKLET CONTAINS IMPORTANT INSURANCE INFORMATION AND SHOULD BE KEPT IN A SAFE PLACE KNOWN TO YOU AND YOUR FAMILY