

COLLECTIVE AGREEMENT

made this sixteenth day of December, 1996

BETWEEN

SANDVIK STEEL CANADA

hereinafter called the "Company"

- Party of the First Part

AND

LOCAL UNION 2228
NATIONAL AUTOMOBILE AEROSPACE
AND TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA
(C.A.W. - CANADA)

hereinafter called the "Union"

- Party of the Second Part

WITNESSETH that the parties hereto agree as follows:

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Article 1 - Purpose

1.01 The purpose of this Agreement is to promote and maintain harmonious relations between the Company and its employees represented by the Union; to secure continuous, efficient operations and safe working conditions; to prevent any interference with operations and production; to provide an efficient method for the proper disposition of grievances and to establish and maintain rates of pay, hours of work and working conditions.

Article 2 - Definition of Employee

2.01 The words "employee" or "employees" wherever used in this Agreement, shall mean an employee or all employees of Sandvik Steel Canada, Arnprior, Ontario; save and except foremen and supervisors, persons above the rank of foreman or supervisor, office and sales staff, and students employed during the vacation period or on a cooperative training program.

Article 3 - Recognition

3.01 The Company recognizes the Union as the exclusive collective bargaining agent for all its employees as defined in Article 2.

Article 4 - Union Security

4.01 All current employees who have not done so and all new employees will be required to complete and sign an Application for Membership and Authorization for Checkoff of Dues and Initiation fee on Form A230-86, supplied by the Union to the Company.

The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.

All dues and initiation fees deducted must be remitted to the Local Union Financial Secretary within ten (10) days of the deductions along with a list of names and the amount of each deduction.

The Company will also supply a list of those members who

did not have Union dues deducted and the reason why no deduction took place.

The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union Dues and/or Initiation Fee to be deducted in line with constitutional requirement of the National Union.

4.02 Part Time Employees

All part time employees who earn the equivalent of 40 hours pay during a calendar month must have the regular Union dues of two (2) hours and twenty (20) minutes pay deducted by the Company and then forwarded to the Local Union Financial Secretary.

Any part time employees who complete the regular probationary period must pay Initiation Fees as a condition of further employment.

4.03 Union Dues - When to Deduct and Amount to be Deducted

Union dues are payable from the **first** full pay received by the employee following the date of hire.

Minimum amount of Union dues shall be:

- equal to two (2) hours' and twenty (20) minutes pay per month at the rate for the position in which the employee is classified.
- for those members paid by the hour, day, week or month, the dues shall be based on the amount earned per straight-time in the last payroll period worked before the dues are payable.

Amount Does Not Include:

- Shift premiums
- Overtime premiums
- Saturday, Sunday and Holiday premiums
- Cost of Living Allowance
- Any amounts considered regular pay
- Incentive earnings

Dues are Payable when Member Receives Benefits in Lieu of Work such as:

- Supplemental unemployment benefits
- Vacation pay
- Holiday pay
- Jury duty pay
- Bereavement pay

Dues are not Payable when a Member Receives:

- **Sick** and accident benefits
- Workers compensation benefits

4.04 The Union shall indemnify and save the Company harmless from any claim made by any employee for amounts deducted from wages as herein provided.

Article 5 - Management

5.01 Subject to the provision of this Agreement, it is the exclusive right and function of the Company to:

- (a) Maintain order, discipline and efficiency; hire, discharge and/or discipline for proper cause, layoff, classify, assign to jobs, transfer, promote, demote and evaluate the qualifications of an employee and make and alter rules of employee conduct and procedure; any exercise of these rights in conflict with the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided; and,
- (b) Manage the plant, determine the products to be manufactured, methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its product, the control of

materials and operations and materials or parts to be incorporated in the products produced.

5.02 Non-bargaining unit personnel will not perform bargaining unit work, except in the case of training, demonstration, research and development, emergency and set-up of Straightener for Zircorium tubing (where no qualified employee is available).

Article 6 - No Discrimination

6.01 As provided in the Ontario Human Rights Code, the Company and the Union agree that there shall be no discrimination or harassment practiced with respect to any employee by reason of age, marital status, ~~sex~~, race, creed, colour, national origin, political or religious affiliation, disability, or sexual orientation. The Company and the Union agree that there will be no discrimination by reason of Union membership or activity.

6.02 It is agreed that the Ontario Human Rights Code shall apply to the terms, administration and operation of this Collective Agreement.

Article 7 - Union Representation

7.01 The Company shall recognize the following Union Representation:

- (a) a negotiating committee of five (5) employees, consisting of one (1) from each of the following areas: Nickel Division and Skilled Trades.
Further, the Union agrees that no more than two representatives may be chosen from departments with less than 10 employees and that only one representative may be chosen from Skilled Trades.
- (b) the representatives outlined in 7.01(a) above shall serve as the Grievance Committee.
- (c) a safety committee of four (~~4~~) employees

(d) one Steward Regular Day Shift in:
I - Support Staff
one Steward per shift:
Days - 1 Nickel
Afternoons - 1 Nickel
Nights - 1 Nickel
One steward per twelve (12)hour shift

7.02 Each Representative shall be an employee who has completed his probationary period.

7.03 The Union shall from time to time notify the Company in writing of the names of the employees who are serving as Union Representatives and the Company shall not be required to recognize them until so notified.

7.04 A Union Representative shall obtain the permission of his supervisor before leaving his working place to investigate or attempt to settle a grievance or to attend a meeting with representatives of the Company. Such permission shall not be unreasonably denied.

7.05 The Company shall pay a Union Representative at his basic hourly rate for time spent during his normal hours of work in grievance meetings with Company officials or while attending meetings to discuss other matters of mutual interest.

If a Union representative is not working on a shift at the time of such meeting, but attends the meeting, he shall be remunerated at his basic hourly rate.

7.06 Notwithstanding Section 13.01, the Bargaining Unit Chairperson of the Union shall be retained by the Company in the event of a layoff, as long as there is work available which he/she is qualified to perform.

7.07 In the event a new Committee Chairperson is elected, he/she will be provided with the first available position on day shift which he/she is able to perform. In the event that the rate for that position is less than the rate currently received by the Chairperson he/she shall continue to receive the higher rate. In the event that the rate for the position is more than the rate currently received by the Chairperson he/she shall receive the rate for the position. Upon ceasing to occupy the position of Chairperson, the Chairperson shall revert to the position which he/she held prior to assuming the position of Chairperson. Any other employee who has been affected by the movement of the Chairperson will revert to his/her original position.

7.08 The Company will meet with the Union at least every two months to discuss workplace issues.

Article 8 - Grievance Procedure

8.01 A grievance is a difference concerning the interpretation, application, administration or alleged violation of this Agreement.

8.02 The settlement of any particular grievance shall be binding on the Company, the Union or any employee.

Step 1

8.03 An employee or union representative shall submit his grievance in writing, signed by the grievor and union representative, to the immediate supervisor within five (5) working days of the occurrence of the event(s) or five (5) working days from the time the employee had knowledge of the event and this occurred in a reasonable time frame. The supervisor shall answer the grievance in writing within three (3) working days after he/she has received same.

Step 2

8.04 When the grievance cannot be settled under article 8.03, it shall be presented to the Superintendent/Manager within **four (4)**

working days from step 1. If he so desires, the employee may be accompanied by his steward. The Superintendent/Manager shall give his decision in writing within four (4) days.

Step 3

8.05 Failing a settlement at Step 2, the Grievance Committee may, within five (5) days of the time at which the decision at Step 2 was received, give notice in writing to the Personnel Manager of the Company requesting further consideration of the grievance. Company officials shall within five (5) days of this time meet with the Grievance Committee to consider the grievance. The employee concerned shall be present at this meeting if either the Company or the Union requests. A National Representative may be present at this stage to assist the local Union. The Company shall give its decision in writing within five (5) days of the meeting.

Group Grievance

8.06 Where two (2) or more employees have grievances which are sufficiently common in nature that they may be conveniently dealt with together, such grievances may, within four (4) days of the occurrence of the events giving rise to the grievances, be submitted together in writing by not more than two (2) employees of the group. The grievances shall thereafter be dealt with as a single grievance, in accordance with the procedure set out in this Article.

8.07 Any grievance arising directly between the Company and the Union may, within ten (10) days of the occurrence of the events giving rise to the grievance, be presented in writing by one party to the other. The parties shall meet and follow the procedure at Step 3, with any applicable modifications.

General Provisions

8.08 If action is not taken within the time limits specified in Article 8 by either party, the matter shall be deemed to have been abandoned and will be recognized as having yielded and conceded to the other party.

8.09 Saturdays, Sundays and holidays as defined in Article 18 shall not be counted in determining the time within which action is to be taken.

8.10 Any and all time limits fixed by Article 8 for the taking of action by either party or by an employee may be extended by agreement in writing between the parties.

Arbitration

Appointment

8.11 Failing settlement of a grievance at Stage Three, either party may, by notice in writing given within twenty (20) days of the time at which the decision at Stage Three was or should have been given, refer the matter, including any question as to whether the matter is arbitrable, to arbitration.

8.12 If management's decision is not satisfactory to the employee or the Union, it may be referred to an arbitrator, provided written notice of the party's intention to refer the dispute to an arbitrator is given to the other party within twenty (20) days after management's decision. Within five (5) days of the giving of written notice, both parties will exchange lists of three (3) proposed arbitrators. In the event that no name is common to both lists, either party may within twenty (20) days after the lists have been exchanged request the Minister of Labour of Ontario to appoint an arbitrator and shall provide the other party with a copy of such request. The grievance procedure outlined in this Agreement shall apply equally to a grievance lodged by a group of employees, or to a Union policy grievance. The parties will equally share the costs of the arbitrators.

8.13 No person may be appointed an Arbitrator who has been party to an attempt to negotiate or settle a grievance.

Procedure

8.14 The award of the Arbitrator shall be confined to the issues raised in the written grievance **and** the reply **thereto** by the other party.

8.15 The findings of the Arbitrator **as** to the facts, the interpretation of this Agreement and to whether or not it has been violated shall be conclusive and binding, but in no case shall the Arbitrator be authorized to alter, modify or amend any part of this Agreement.

8.16 In any case concerning the suspension or discharge of an employee, the arbitrator may sustain the suspension or discharge, reinstate the employee (with **or** without pay for time lost and with or without **loss** of seniority) or make any other just and equitable award.

Suspension and Discharge

8.17 If **an** employee believes that he has been suspended or discharged without proper cause, the matter may be presented at Stage Three of the Grievance Procedure within six (6) days after written notice of such suspension or discharge has been given.

8.18 If an employee who has been suspended or discharged wishes to discuss the matter with a steward or Grievance Committee member prior to leaving the Company premises, he shall be entitled to do *so*.

Article 9 - Administration of Discipline

9.01 A Union representative will be present during all warnings regarding disciplinary actions. When an employee is called to an interview by a member of supervision, and the subject of the interview is discipline, the employee will be **so** informed before the interview and will be advised to have his/her Committee person present, and the interview will not proceed until the Committee person is present.

9.02 The Company has had a practice of not considering discipline imposed more than twelve months before in determining the amount of discipline to impose for a current incident except in cases where the previous discipline was serious. The Company agrees to continue its existing practice.

9.03 For purposes of this Article, discipline is defined as a written warning or more serious discipline. A copy of notices of discipline will be given to the Committee person.

Article 10 - No Cessation of Work

10.01 In view of the orderly procedure set forth herein for settling differences, there shall be no cessation of work whatsoever, including without limiting the generality of the foregoing, no strike, slowdown or stoppage of work by any employee or by the Union, and no lockout by the Company. Any employee violating this Article shall be subject to discharge.

Article 11 - Seniority

11.01 (a) Except as expressly provided herein, the seniority of an individual employed by the Company means the length of his continuous service with the Company since the date of his last hiring by the Company.

(b) When two or more employees have exactly the same seniority level with the Company and that the determining factor in their particular situation is their seniority level, the most senior will be determined by the luck of the draw for employees hired prior to July 1, 1996.

(c) Employee numbers assigned by the Company will be deemed the order for which will be considered the seniority date for all employees hired after July 1, 1996 as it pertains to Article 11 of this agreement.

11.02 The seniority of an employee shall be completely lost if he:

- (a) quits or retires, or
- (b) is discharged and is not reinstated through the Grievance and Arbitration Procedure, or
- (c) overstays a leave of absence without obtaining an extension of such leave from the Company, or
- (d) **is** laid off for a period in excess of
 - (i) twelve (12) months where the employee has less than one (1) year of seniority at the date of layoff
 - (ii) thirty-six (**36**) months where the employee has more than one (1) year of seniority at the date of layoff
- (e) is absent from work three (**3**) or more consecutive working days without furnishing to the Company either by telephone or letter a satisfactory explanation for such absence, unless it can be established that he was prevented from notifying the Company for reasons beyond his control.
- (f) **IF** an employee fails to report for work in accordance with a notice of recall or within seven (7) calendar days after registered mailing date of such notice, whichever is later, unless a reason satisfactory to the Company is given.

11.03 An employee who is transferred out of the bargaining unit will maintain but not accumulate seniority for nine (9) months after such transfer. **At** the end of such nine (9) month period **seniority will be lost**. Seniority would be maintained in this manner for only the *first time* an employee was transferred out. Employees previously transferred out before the date of ratification of this agreement will have seniority maintained for nine (9) months from the date of ratification.

Probationary Employees

11.04 An employee shall be considered to be a probationary employee and shall have no seniority until he has actually worked four hundred and forty (440) hours in continuous service with the Company, at which time he shall have seniority dating from his last hiring.

11.05 A probationary employee may take advantage of the Grievance and Arbitration Procedure except where his employment has been terminated by discharge or otherwise.

Notwithstanding any other provisions contained in this collective agreement, the Company shall have the right to discharge an employee during the probationary period provided for in Articles 11.04 and 11.05 where in the Company's view the continued employment of the employee is not in the best interest of the Company.

Seniority Lists

11.06 The Company shall prepare a seniority list in March, July and November of each year showing the last hiring date of each employee. One (1) copy of such list shall be supplied to the Chairperson and one (1) copy shall be posted on the Union notice board.

11.07 There is one (1) division within the plant:
- Nickel and Stainless Steel

Article 12 - Layoff and Re-Hire

12.01 (a) In the event of a reduction in the work force of more than five (5) days duration, the employee having the most seniority will have priority provided he has the knowledge, training, skill and ability to do the work concerned. The total number of days that the employee will be laid off for five (5) days or less without regard to seniority will be limited to ten (10) days per year.

(b) Where a dispute arises as to whether or not the senior employee does have the knowledge, training, skill and ability to do the work concerned, such employee will be given the opportunity to so demonstrate. The Company will give him five (5) days notice of the time of such demonstration and will allow him reasonable opportunity to familiarize himself with the work, outside of his regular hours and without remuneration.

12.02 Layoff procedure will be as follows:

- (i) Employees may only bump to a job equal to or below the one they are being displaced from.
- (ii) Employees who are forced to bump into a Class 1 job category will be allowed to bump plant wide in that category.
- (iii) An employee may choose immediate layoff instead of following the procedure set out above without losing his recall rights under 11.02(d).
- (iv) In any event, probationary employees and students doing bargaining unit work will be the first to be **laid off**.

12.03 An employee who is laid off and subsequently recalled to a lower rated job or who bumps in accordance with Article 12.02 shall be entitled to return to his former job when it becomes available and, should he refuse, such entitlement shall be lost.

12.04 In the event of a reduction in the work force of more than five (5) days duration (and whenever practical in the event of reduction in the work force of five (5) or fewer days duration) the Company shall notify each employee concerned at least ten (10) days prior to such reduction where possible, or will pay the employee at his basic hourly rate for the hours he normally would

have worked provided that the employee was available for work. In such events, the Company shall provide the Union with a list of the employees concerned and shall meet with Union representatives to discuss the reduction in force.

12.05 For the period of time for which an employee retains seniority from the date of layoff for lack of work as provided for in Section 11.02, he shall have preferential rights for re-hiring in accordance with the following provisions:

To the extent of the number of workers at any one time required by the Company, employees will be sent notices by registered mail stating the jobs available and the proposed time of hiring which shall not be less than eight (8) days from the date of such mailing. Such notices shall be mailed to the last address which the employee shall have recorded with the Company. The persons to whom such notices are sent and who report ready for work shall, if they have the knowledge, training, skill and ability to do the work concerned, be re-hired in order of seniority. The Company shall not be required, however, to re-hire at any time any person who shall have failed to communicate with the Company in the four (4) days excluding Saturday and Sunday, following the date of mailing of notices, his intention to return to work at the time specified in such notice. An employee laid off in accordance with Article 12.02 (iii) who refuses a recall to a lower rated job shall only be entitled to recall rights to his former job.

Article 13 - Promotion and Transfer

13.01 Job openings will be posted and eligible employees may bid according to the following:

- (a) Any employee may bid to fill a vacancy in any job listed in Appendix D.

- (b) Notice of the vacancy shall be posted for four **(4)** days. Such notice shall describe the nature of the vacancy. Eligible employees who are interested must apply during this four **(4)** day period on a form provided by the Company. The vacancy will be filled in accordance with the provisions of Article 13.02.

13.02 In filling job vacancies under this Article the Company will select the senior applicant who has the skill, ability and qualifications necessary to perform the work required. The assessment of skill, ability and qualifications includes consideration of the employee's performance in his current position.

13.03 The Company shall not be required to post a job vacancy for a material handler or where an employee with return ~~or~~ re-hiring rights under 12.03 and 12.05 would be affected. If a new material handler position for days becomes available, the Company would bid the position. Employees interested in other material handler positions may submit their names to the Human Resources department from which senior employees will be selected in the future. A posted job may be filled on an interim basis in order to provide continuity and maintain efficiency.

13.04 Temporary job vacancies (in excess of thirty **(30)** calendar days) will be posted and filled in accordance with Sections 13.01 and 13.02 of the Collective Agreement. The employee who fills the vacancy will return to his previous job upon the return of the regular incumbent. This procedure will continue as necessary until such time as an employee is returned to a job in Classification 2 following which the employee whom he displaces will be transferred to any position which is at that time vacant in Classification 2 or to a job in Classification 1 (plant wide).

13.05 Where a regular day shift job becomes available it will normally be offered to the senior employee in the position required who is working on shift. It is recognized that in some cases be-

cause of production needs or training requirements it will be necessary to retain senior employees on shift and/or junior employees on days. The Company agrees to make its best efforts to allow senior employees in a position to take advantage of opportunities for regular day shift jobs in their position. It is recognized that the provisions of this article do not affect the selection of employees for lead hand positions.

13.06 Where an employee is selected to fill a vacancy the employee, unless there are extenuating circumstances, will be transferred to the position within thirty (30) days of the selection. Where the transfer is to be delayed beyond thirty (30) days the Company will advise the affected employee when the transfer will take place and allow the employee the option of declining the transfer. If after 30 days the transfer has not taken place the employee will receive the greater of the rate of the job he is performing or the job he has successfully applied to.

Article 14 - Absences

14.01 Leaves of Absence

An employee who gives a reason satisfactory to the Company shall be granted an unscheduled leave of absence without pay, subject to operational requirements. Any leave of absence permit must be in writing and signed by an Authorized Company Representative. Permission, if granted, shall be given to the employee as soon as possible after his request.

Union Business

14.02 Upon written request from the Union, the Company will grant a one (1) year leave of absence without pay to one employee who is employed as an Officer of the Union during his term of office. The Union will make such written request to the Company at least one month prior to the commencement of any such leave.

14.03 (a) The Company will grant a leave of absence with pay to

members of the Union to attend to Union business outside the plant and will bill the Union monthly for reimbursement of monthly wages. **The Union** will **make** such written request to the Company at least one week prior to the commencement of such leave. The Union, realizing that the Company must maintain an efficient operation will be reasonable in requesting such leaves. The Company will grant such requests except where no qualified employee is available to replace the individual requesting the leave and where there is no additional cost to the company.

- (b) One month ahead of time, the Union **will** advise the Company in writing of its intention to hold an Executive Committee Meeting and a Steward Meeting. The names of the employees scheduled to attend will be listed, as well as the time of such meeting.

Subject to operational requirements, the Company will endeavour to grant unpaid leave of absence to said employees.

- (c) Two days per year time off will be granted for the Trustee/Financial Secretary, without pay.

Bereavement Leave

14.04 Upon notification to the Company an employee shall be granted a leave of absence of five (5) consecutive scheduled working days (excluding weekends) with pay at his basic hourly rate for the purpose of attending the funeral or making arrangements in connection with the death of a parent, child, spouse and step-child, brother and sister.

Upon notification to the Company an employee shall be granted a leave of absence of three (3) consecutive scheduled working days (excluding weekends) with pay at his basic hourly rate for the purpose of attending the funeral or making arrangements in connection with the death of mother-in-law and father-in-law and step-parents.

Upon notification to the Company a 12-hour shift employee shall be granted a leave of absence of up to five (5) consecutive days for the purpose of attending the funeral or making arrangements in connection with the death of a parent, child, spouse, step-child, brother and sister.

Upon notification to the Company a 12-hour shift employee shall be granted a leave of absence of **up** to three (3) consecutive days for the purpose of attending the funeral or making arrangements in connection with the death of mother-in-law, father-in-law and step-parents.

For 12-hour shift employees the five and three consecutive days will be defined as the day of the funeral and **up** to four or two additional days adjacent to the funeral day. All days which are regularly scheduled work days will be paid at his/her basic hourly rate. **If** any **of** these days fall into regularly scheduled time **off** no remuneration will result.

14.05 Upon notification to the Company an employee shall be granted a leave of absence of one (1) day for the purpose of attending the funeral or for making funeral arrangements in connection with the death of a grandparent or grandchild, aunt, uncle, brother-in-law or sister-in-law, son-in-law or daughter-in-law. **If** he would have otherwise been required to work on the said day, the employee will be paid for eight (**8**) hours for such day at his basic hourly rate.

Upon notification to the Company a 12-hour shift employee shall be granted a leave of absence of one (1) day for the purpose of attending the funeral or making funeral arrangements in connection with the death **of** a grandparent or grandchild, aunt, uncle, brother-in-law or sister-in-law, son-in-law or daughter-in-law. **If** he would have otherwise been required to work on the said day, the employee will be paid for twelve (12) hours for such day at his basic hourly rate.

Jury Duty

14.06 An employee required to serve as a juror or subpoenaed as a witness for the Crown, or subpoenaed as a witness in a matter in which the employee has no interest, will be granted leave of absence by the Company and will be paid the difference between eight (8) hours' pay at his basic hourly rate and the amount of remuneration received (if any), but not including travel expense, provided that the employee presents the Company with proof of service or subpoena and the amount of remuneration received.

If a 12-hour shift employee is required to serve as a juror or subpoenaed as a witness for the Crown, or subpoenaed as a witness in a matter in which the employee has no interest, on a regular scheduled work day, he will be granted leave of absence by the Company. During the bi-weekly pay period where the absence(s) occurs the Company will pay the difference between the employee's basic pay for the period (84 hours) and the amount of remuneration received (if any), but not including travel expenses, provided the employee presents the Company with proof of service or subpoena and the total amount of remuneration received during the bi-weekly period.

Adoption or Birth

14.07 A one (1) day leave of absence with pay and a one (1) day leave of absence without pay will be granted to an employee for adoption or birth of said employee's child.

Article 15 - Notification of Absence

15.01 (a) Notification of Absence

An employee who is unable to report for work shall, within one (1) hour from the start of his/her shift, where practicable, notify the person designated by the Company or, if he is unavailable, his Department Manager or, if he is unavailable, the Personnel Office of

his intended absence or his absence. Upon return to work, the employee must provide the Company with a satisfactory reason for the absence.

(b) Failure to Notify

When an employee who has failed to notify the Company of his absence desires to return to work, he must give at least nine (9) hours notice to the Company of his desire to return to work, at which time he shall be advised if and when to report.

Article 16 - Hours of Work and Overtime

16.01 The Company does not guarantee to provide work for any employee nor to maintain work schedules at any time in force.

16.02 The regular work week shall consist of eight (8) hours per day, five (5) days per week, Monday through Friday, at the employee's designated work place.

In circumstances where the Company has been operating on three (3) eight (8) hour shifts and cannot meet customer demands and after consultation with the Union to consider all other avenues, a 12-hour shift as described in article 16.03 (b) may be implemented.

16.03 (a) The regular hours of work will be as **follows:**

Day Shift - 7:30 a.m. - 3:30 p.m. (30 minute paid lunch)

Afternoon Shift - 3:30 p.m. - 11:30 p.m. (30 minute paid lunch)

Midnight Shift - 11:30 p.m. - 7:30 a.m. (30 minute paid lunch)

(Begins Sunday 11:30 p.m.)

Non-Rotating Day Shift - 7:30 a.m. - 4:00 p.m. (30 minute unpaid lunch)

When multiple shifts are to be used on an operation, such shifts will rotate on a weekly basis.

(b) For employees assigned to a 12-hour shift, their **hours** of work at the designated work place **shall** be:

Day Shift - 7:30 a.m. - 7:30 p.m. (one (1) 30 minute paid lunch period and one (1) 20 minute paid lunch period)

Night Shift - 7:30 p.m. - 7:30 a.m. (one (1) 30 minute paid lunch period and one (1) 20 minute paid lunch period)

The shift cycle shall be in accordance with the schedule last used in 1991.

Variations of not more than one hour in such times shall be made upon the Company giving prior notice to the Union.

16.04 (a) **All** time worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at one and one-half (1½) times the employee's basic hourly rate.

(b) **All** time worked in excess of twelve (12) hours in a day, beyond eight (8) hours on the sixth (6th) day or regularly scheduled sixth (6th) shift and all time on the seventh (7th) day or regularly scheduled seventh (7th) shift worked by an employee in a work week shall be paid at two (2) times the employee's basic hourly rate.

(c) Notwithstanding the other provisions of this Article 16.04, employees assigned to a twelve-hour continuous shift operation shall be paid overtime in accordance with the following:

1. One and one-half (1½) times the employee's basic hourly rate for all hours worked in excess of eighty (80) hours in a bi-weekly pay period.

2. Two times the employee's basic hourly rate for hours worked in excess of 96 hours in a bi-weekly pay period.

16.05 Time paid as overtime in any day shall not again be paid as overtime in the week.

16.06 An employee who works ten (10) consecutive hours or more will be entitled to a twenty (20) minute meal period. The employee will be entitled to a meal allowance of \$8.00 if he/she is requested, while at work, to work overtime for two (2) hours or more.

16.07 (a) **An** employee who reports for work on his regular shift and who was not told in advance not to report shall be guaranteed four (4) hours work or, at the Company's option shall be paid for four (4) hours at his regular basic rate without being required to work the full period. This shall not apply where work is not available for reasons beyond the Company's control.

(b) **If** an employee reports for his/her scheduled overtime assignment and the job he/she was to run subsequently is not available or breaks down during or at the beginning of the shift, and there is no other work in **that** classification, then he/she will be allowed to leave and forfeit the overtime by completing the necessary form or complete the overtime shift in another job. If two (2) employees have been scheduled to operate the same equipment, the senior employee will perform the work scheduled and the junior employee will be allowed to complete the shift in another job or receive four (4) hours pay at straight time if he decides **not** to work the overtime shift.

16.08 **An** employee shall have two (2) ten (10) minute breaks per shift, one **in** the first half of the shift **and** one in the second half. These periods may be taken sooner or later depending on production requirements.

An employee assigned to a twelve (12) hour continuous shift shall have three (3) ten (10) minute breaks during a shift.

16.09 **An** employee called back to work after his regular working hours after having left the Company premises shall be paid for the time worked at the applicable overtime rate or for four (4) hours at his basic hourly rate, whichever **is** greater. Except for other emergency work, an employee who is called in shall **only** perform the emergency work that **is** required at the time of the call-in.

16.10 The Company will first attempt to meet its overtime requirements on a voluntary basis provided the necessary qualifications are available. The Company reserves the right to schedule employees to work no more **than** eight (8) hours overtime per

week, to a total of five (5) scheduled days per calendar year per employee.

An employee will not be required to **work** overtime when another **qualified** employee is available to **do** the work or to relieve him. The Company shall notify an employee of overtime **work** as soon as practical.

Where an employee fails **to** report to his/her scheduled shift and has **not** notified the Company within one (1) hour before the start of his/her shift, the said employee will be deemed as absent. The Company will either **fill** the position with the available personnel on **shift** or **call** in the next eligible employee for the absent employee's position for overtime.

All overtime will be equalized among those employees **who** normally perform the work.

It is understood **that** such equalization will be by shift and position (among those employees who **are** able to perform the work **in** question) with overtime opportunities being offered first to employees **with** the least amount of overtime accumulated to date.

Overtime refused will **be** credited to the employee's accumulated hours **as** if he had worked.

Employees absent when overtime is being planned will be charged **as if** said overtime had been worked.

If enough employees within a position cannot be recruited to **work** and employees from outside the position are recruited the overtime worked by such individuals will be non-chargeable.

The time period for equalization purposes will be based on the contractual year.

Any discrepancies **that** occur during the last two weeks of the said year will **be** carried over into the next year.

16.11 **An** employee will be **paid** at a rate of one and one-half (1½) times **his** basic hourly rate for all hours worked on his **first shift** on a new schedule **where** his shift schedule **has** been changed with less than twenty-four (24) hours notice, except where such a change is requested by the employee.

16.12 **An** employee who works sixteen (16) hours or more in a twenty-four (24) hour period **shall** report on his next regular shift when a period of eight (8) hours has elapsed from the end of the previous working period. **If** in the application of this clause, an employee works less than his next full shift, he shall, nevertheless receive eight (8) hours regular pay.

16.13 Instead of cash payment for overtime, an employee may choose to receive time off in lieu agreed upon in advance between the employee and supervisor, at straight time. An employee may accumulate up to five (5) working days, **which** may be taken off upon agreement between employee and supervisor. At December of each year, employees will have the choice of being paid the appropriate overtime rate or elect to take the time off for any days left in that calendar year upon mutual agreement. For the purpose of this article, overtime considered will be based on the calendar year in which it was accumulated. The first day banked will be the first day removed from the bank.

Article 17 - Vacations

Effective January 1, 1997 vacation to be based on anniversary date.

17.01 **An** employee with less than one (1) year of continuous service as of Anniversary date shall be entitled to a vacation of one (1) day for each one (1) month of continuous service up to a maximum of ten (10) days, with pay of four percent (**4%**) of his total earnings with the Company during the year ending the previous December 31.

17.02 **An** employee with more than one (1) year but less than three (3) years of continuous service as of Anniversary date shall be entitled to a vacation of two (**2**) weeks with pay of four percent (**4%**) of his total earnings with the Company during the year ending the previous December 31. Total earnings to include Vacation Pay of previous year.

17.03 An employee with three (3) years but less than 10 years of continuous service as of Anniversary date shall be entitled to a vacation of three (3) weeks with pay of six percent (6%) of his total earnings with the Company during the year ending the previous December 31. Total earnings to include Vacation Pay of previous year.

17.04 An employee with ten (10) years or more of continuous service as of Anniversary date shall be entitled to a vacation of four (4) weeks with pay of eight percent (8%) of his total earnings with the Company during the year ending the previous December 31. Total earnings to include Vacation Pay of previous year.

17.05 An employee with twenty (20) years or more of continuous service as of Anniversary date shall be entitled to a vacation of five (5) weeks with pay of ten percent (10%) of his total earnings with the Company during the year ended the previous December 31. Total earnings to include Vacation Pay of previous year.

17.06 An employee with thirty (30) years or more of continuous service as of Anniversary date shall be entitled to a vacation of six (6) weeks with pay of twelve percent (12%) of his total earnings with the Company during the year ended the previous December 31. Total earnings to include Vacation Pay of previous year.

17.07 Vacations must be taken during the twelve (12) month period - January 1-December 31 - in the year in which vacation entitlement is earned.

17.08 An employee leaving the service of the Company will be entitled, if he has not already received it, to the Vacation Pay to which he became eligible on the January 1 immediately preceding and to vacation pay of four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) as the case may be, of his earnings since the previous December 31.

17.09 (a) The Company shall make reasonable efforts to meet the wishes of the employees in setting vacation dates. However, the Company reserves the right to set vaca-

tion dates. **As** of January 1, 1997, written vacation request by an employee and approved by his supervisor, will be paid in the pay period the vacation is taken at **his** regular hourly rate. In addition, unused vacation including the final adjustment **for** all vacation entitlement earned as **of** the previous December 31 will be paid in the pay period of December 1.

- (b) In any year in which there is no plant shutdown and subject to operational requirements, scheduling of vacations will be done on the basis of employee preference and seniority.
- (c) Notwithstanding the other provisions of this article 17.08, employees with more than two (2) weeks' vacation entitlement in a year will have their vacation beyond the first two weeks' entitlement scheduled **as** follows:
 - 1. The employee shall advise the Company by March 1 when he/she wishes to take the vacation.
 - 2. The Company shall advise the employee whether or not the vacation request is approved by April 1.
 - 3. The Company will use seniority and operational requirements to determine which employees will have their vacation request approved.

17.10 Employees **who** have worked at least fourteen hundred hours (1400) in the year immediately prior to January 1 **of** the year in which vacation is to be taken will receive the greater of the percentage of total earnings to which they are entitled under articles 17.02, 17.03, 17.04, 17.05 or 17.06 and: 1) eighty (80) hours pay in the case of employees entitled under 17.02, 2) one hundred and twenty **hours** pay (120) in the case of employees entitled under 17.03, 3) one hundred and sixty hours pay (160) in the case of employees entitled under 17.04, 4) two hundred hours pay (200) in the case of employees entitled under 17.05, 5) **two** hundred and forty hours pay (240) in the case of employees entitled under 17.06.

17.11 Where as a result of an absence from work an employee has worked less than fourteen hundred hours (1400) in the year immediately prior to January 1 of the year in which a vacation is to be taken he/she will not be required to take vacation during that vacation year.

Article 18 - Paid Holidays

18.01 For the purpose of this Agreement, the following are recognized as holidays:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	Civic Holiday
Labour Day	

18.02 Within each calendar year an employee working 8 hour shifts will be granted three additional holidays (eight (8) hours each) and an employee working 12 hour shifts will be granted three additional holidays (twelve (12) hours each) with entitlement established as set out below:

Following each two month period of each calendar year - one (1) day.

The granting of these holidays shall be at a mutually agreeable time and they may be advanced or deferred from one period to another. If a holiday has been advanced to an employee whose services are terminated for any reason before he qualifies for such holidays the Company may recover the pay for the holiday from his final earnings. The Company reserves the right to assign such holidays if they have not been scheduled as of September 1 of each year.

18.03 An employee shall be paid at his basic hourly rate for eight (8) hours for each of the above mentioned holidays, except where:

(a) he fails to work his full scheduled shift on the holiday

after being notified by the Company to do so, unless authorized by the Company, or

- (b) he fails to work his full regularly scheduled shift immediately preceding and immediately following the holiday, unless such failure was due to an absence authorized by the Company.

Subject to the other qualifying requirements of this article 18.03, employees working twelve-hour shifts will be paid for the above mentioned holidays as follows:

- (a) Where the holiday falls on a day that the employecc is scheduled to work he shall be paid at his basic hourly rate for twelve (12) hours.
- (b) Where the holiday falls on a day that the employecc is not scheduled to work lie shall be paid at his basic hourly rate for eight (8) hours.

18.04 An employecc qualifying for holiday pay as provided for in Section 18.03, who actually works on such holiday, shall be paid in addition, two (2) times his basic hourly rate for the time actually worked.

18.05 An employee who is required to work on a holiday but does not qualify for holiday pay as provided for in Section 18.03 shall be paid two (2) times his basic hourly rate for any time worked.

18.06 The provisions of this Article shall apply to the twenty-four (24) hour period coinciding with any such holiday. However, when another day is proclaimed in lieu of any such holiday, such provisions shall apply to such other day and not to the holiday.

18.07 If any of the holidays recognized in Section 18.01 fall during an employee's vacation as specified in Article 17, the employee shall, if he qualifies under Section 18.03, have a day which is recognized as a holiday in lieu of the day recognized in Section 18.01. This day shall be taken on a day mutually agreed to by the Company and the employee.

18.08 Any time for which an employcc is paid at his basic hourly rate under Section 18.03 of this Agreement shall be considered to be time worked for **the** purpose **of** determining if he is entitled to overtime rates for any other time worked.

Article 19 - Wages and Job Classifications

19.01 (a) The schedule of classifications and hourly rates of pay attached hereto as Schedule "**A**" shall be in effect from July 1, 1996 throughout the life of this Agreement.

19.02 **An** employee working on afternoon or night shift will be paid a shift premium of fifty (\$0.50)cents per hour or fifty-five (\$0.55)cents per hour respectively for each hour actually worked on that shift.

Employees assigned to a twelve (12) hour continuous shift operation **shall** be paid **a** shift premium of sixty (\$0.60) cents per hour for each hour actually worked, in lieu of any other premium. An employee regularly scheduled to work twelve hour shift will be paid a premium of one dollar and ten cents (\$1. 10) per **hour** for each hour actually worked on Saturday and Sunday. Such premium shall be in addition to any afternoon or night shift premium to which he may be entitled.

19.03 (a) If **the** Company proposes **to** establish a new job classification or if there is a substantial change in the job content of an existing job resulting in **the** downgrading of such job, the Company and **the** Union will meet to discuss the job and the proposed rate. If the parties cannot agree, the matter may then be processed through the grievance procedure and ultimately **at** arbitration under the procedures set forth in Article 8 of **the** Collective Agreement.

(b) **An** employee **who** believes that **a** change in his job content should result in **an** upgrading of his job classification will be given an opportunity to discuss the mat-

ter with the Company and at such discussion he may be accompanied by a representative of the Union.

Article 20 - Health & Safety

20.01 The Company will make adequate provision for the safety and health of all employees during the hours of employment.

The Company will comply in a timely manner with all legislation pertaining to Occupational Health and Safety.

The Union agrees to actively promote measures to assure the health and safety of all employees.

The parties agree that employees have a responsibility for their own health and safety and both parties to the agreement will promote safe practices and approaches by employees.

The parties agree to set up a Safety Committee composed of an equal number of representatives selected by the Company and employees selected by the Union. In addition to the duties given to committees under health and safety legislation the Committee will:

1. Promote compliance with pertinent legislation.
2. Tour the plant to check on health and safety hazards.
3. Review all accident reports and investigate accidents where the Committee concludes an investigation is necessary.
4. Meet at least once a month to review their findings, and make recommendations to management on the elimination of health and safety hazards.
5. In cooperation with the Union and Company representatives structure a training program for employees on Health and Safety.
6. Receive prompt notification of any fatalities or serious injuries resulting from work-related accidents, and in addition to be informed of major accidents that did not result in serious injury but indicate a high potential for such.

20.02 The Company agrees that:

1. The Company will disclose the identity of all known physi-

cal agents or toxic materials to which workers are exposed. The Company will also disclose symptoms, medical remedies and antidotes that are within the Company's knowledge at the request of the Union.

2. The Company will provide to employees who are exposed to potentially harmful agents or toxic materials at no cost to them, those physical examinations and other appropriate tests including audiometric and lung function examinations at a frequency and extent necessary to determine whether the health of such employees is being adversely affected.
3. The Company will provide to each employee or his physician, upon written request of the employee, a complete report of the results of any such tests or examinations, and will review the test results with the employee prior to release.

20.03 The parties recognize that the Occupational Health and Safety Act imposes obligations on employees as well as the Company. The Company recognizes the prohibition contained in the Occupational Health and Safety Act against disciplining an employee for acting in compliance with the Act.

20.04 Where protective devices are necessary to protect employees from disease and injury such devices and equipment will be supplied by the Company.

The Joint Health and Safety Committee shall be consulted in the selection of such equipment and the terms and conditions under which they are to be used.

20.05 National Union Health and Safety staff will have access to the workplace upon request.

20.06 (a) The Company will continue its established practice of providing special clothing and/or equipment as necessary.

- (b) Effective July 1, 1996 the Company **shall** pay an amount of up to one hundred and ten dollars (\$1 10.00)

a year to each production employee for the purchase of safety shoes.

- (c) A production employee required to own his own tools will receive up to one hundred and fifty dollars (\$150.00) per year for the purchase of tools as specified by the Company.
- (d) The Company will continue its practice of providing the first pair of prescription safety glasses, and replacement if damaged or broken on the job. The Company will replace prescription safety glasses (standard cost) for new prescriptions, maximum once (1) every two (2) years. The Company will pay up to \$50.00 towards replacement of frames once every five (5) years from last purchase or change.

20.07 The parties agree that four (4) members of the Joint Health and Safety Committee (2 Union and 2 Company) will be provided the training necessary to become "Certified" representatives, as per provincial, legislation. Said training to be delivered by competent training agency.

The parties further agree that following ratification of this agreement arrangements will be made to provide Basic Health and Safety training in Workplace Inspection and Accident Investigation to all Workplace Health and Safety representatives within three (3) months of appointment.

20.08 The Company agrees to comply with the Rights to Refuse or Stop Work and Reprisals by Employer Prohibited as per sections 43 to 50 of the Occupational Health & Safety Act 1990, (as amended by S.O. 1992, c. 14, s.2) for the duration of this Agreement.

Article 21 - Bulletin Boards

21.01 The Committee will have the use of two (2) bulletin boards in the plant for posting of Union notices. Such bulletin boards to

be supplied by the Company. Notices posted on such bulletin boards shall be signed by a designated union official prior to posting.

21.02 Company notices dealing with Company/Union relations will be presented and discussed with the Union prior to posting.

Article 22 - Pull Time Union Representatives

22.01 A full time Union representative shall, after obtaining permission from the Manager of the Company or his designated representative, have access to the plant during working hours, provided that the work of the employees is not interfered with. Permission shall not be unreasonably withheld by the Company.

Article 23 - Training

23.01 Notwithstanding anything to the contrary contained in this Agreement, the Company shall have the right from time to time to designate to the Union, individuals from outside the bargaining unit who are to be given training or experience. Such individuals, not exceeding ten (10) at any one time, shall not be subject to the provisions of this Agreement. However, the employment of any such individual by the Company shall not affect the seniority nor result in the demotion or layoff of any employee. The Company shall advise the Union in advance of the commencement of such training period.

In addition, certain Bargaining Unit employees may be required for training outside of the bargaining unit or at other sites not covered by this Agreement. In such cases, the conditions, including travel, accommodations, and meal entitlements shall be agreed to prior to the commencement of the assignment; and in any event the conditions shall be no less favourable than those provided in this Agreement. Such training will not be a consideration in determining which employees within a position are to be laid off from the position.

23.02 Employees are encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such other positions **on** their own time or during working hours when it will not interfere with the plant operation. This will be suspended during times of lay-off or bumping unless already in progress. The Company will not unreasonably withhold training opportunities to any employee who has indicated a desire to learn the work of other positions.

23.03 For the purpose of this Agreement, "training" means any theoretical and/or practical training given by the Employer with a view to enabling the employees to perform effectively a function, a duty **or** set of functions and duties.

The Employer must give such training to:

(a) any newly hired employees

(b) any employee who moves from a position to another or who is assigned **to** duties requiring new knowledge.

Article 24 - Notices

24.01 Any notice which either party desires to give to the other shall be **in** writing, sent by registered mail, addressed as follows:

To the Company:

Sandvik Steel Canada
425 McCartney Street
Arnprior Industrial **Park**
Arnprior, Ontario K7S 3P3

To the Union:

Canadian **Auto** Workers
Local 222s
Box 86
Arnprior, Ontario K7S 3H2

24.02 Any notice so mailed shall be deemed given as of the next business day after the date of mailing, which shall be established by the registration receipt.

24.03 Either party may change the address for service of notice by giving notice to the other party.

Article 25 - Incapacitated Employee

25.01 In the event an employee becomes incapacitated and is unable to continue his/her job, exception will be made in favour of such employee on the following basis.

25.02 IF a job vacancy occurs, which an incapacitated employee can perform, he/she will be placed on such job without the necessity of a job posting.

25.03 A Doctor's certification of incapacity by the employee's own Doctor, must be submitted. Where there is a dispute about the employee's incapacity, the employee will be examined by a physician who is a specialist in the relevant field, selected by agreement between the Union and Company. The decision of such specialist shall be final.

25.04 An employee placed on a job because he/she is incapacitated will have that incapacity reviewed at least annually.

25.05 The Company will review all the circumstances with the Union Committee before exercising this provision. All exceptions to the seniority provisions of the Collective Agreement must be mutually agreed to by the parties.

Article 26 - Miscellaneous

26.01 Union Office

The Company agrees to maintain the current facility, or equivalent.

26.02 (a) Paid Education Leave

The Company agrees to contribute two (2) cents per hour per employee for all compensated hours. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the Company to the following address:

CAW Paid Education Leave Program, P.O. **Box** 897, Port Elgin, Ontario NOH 2C0.

The Company further agrees that members of the Bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence, subject **to** operational requirements, without pay for twenty (20) days class time, plus travel time where necessary, said leave **of** absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

26.02 (b) Social Justice Fund

The Union agrees to establish a Social Justice Fund, the purpose **of** which is **to** provide financial assistance to such entities **as** food banks, registered Canadian charities and international relief measure to assist the innocent victims **of** droughts, famines and other dislocations.

Subject **to** the following conditions, the Company will make quarterly contributions **to** such a fund equal to one cent (\$0.01) for each straight time hour worked in a thirteen (13) week period. The Company will make these quarterly payments provided that:

- a) The Union incorporates the fund **as** a non-profit corporation under the Canada Corporations Act, and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met;
- b) The Union registers the non-profit corporation as a charity under the Income Tax Act of Canada and maintains the registration in good standing;
- c) The Union obtains and maintains a favourable Income Tax Ruling from the Federal Department of National Revenue that all contributions which the Company makes to the non-profit corporation are tax deductible;
- d) The Union provides the Company with annual audited financial statements of, and summaries of each year's donations made by the non-profit corporation;

e) The objects, by-law and resolutions of this non-profit corporation should limit to making the following types of financial contributions:

- i) contributions to other Canadian non-partisan charities that are registered under the Income Tax Act.
- ii) contributions to non-partisan international relief efforts that are recognized by the Canadian International Development Agency (CIDA) or any successor body that performs like functions.
- iii) contributions to any Canadian or international non-partisan efforts to which other Canadian charities that are registered under the Income Tax Act are also making financial contributions.
- iv) contributions to any non-governmental and non-partisan development group recognized by CIDA and registered as a charity under the Income Tax Act.

The Company and the Union agree that the Company shall be under no obligation to begin making the quarterly contributions set forth above until such time as the Union provides it with documentation to establish that the requirements of points (a) to (d) above have been, and are continuing to be met. Upon the Union providing this documentation to the Company, the Company at the next quarterly contribution date will make that contribution and all previously unpaid quarterly contributions to the fund's non-profit corporations.

Thereafter, the Company will pay each subsequent quarterly contribution as set forth above, for the life of this Agreement, as long as the requirements of (a) to (d) above continue to be met by the Union.

26.03 Severance Pay

Where an employee's employment is terminated as per the Ontario Employment Standards Act RSO 1980, such employee will receive severance pay equal to two (2) weeks of pay at the employee's straight time hourly rate for a normal working week

for each year of service with the Company to a maximum of 50 weeks. Such payment shall be deemed to include payments to which the employee is entitled pursuant to Section 40 a) of the Employment Standards Act R.S.O. 1980, Chapter 127 or such legislation **as** may be enacted to replace such provision. This provision applies to employees with five years' or more seniority. The Company is not required to make payment of this severance until 35 weeks have elapsed and if the employee accepts this payment, right **of** recall is lost.

Where **as** a result of the closure of the Company's operations employees' employment with the Company is terminated such employees will receive severance pay equal to 1.5 weeks of pay at the employees' straight time hourly rate for a normal work week for each year **of** service with the Company to a maximum of fifty (50) weeks. Such payment shall be deemed to include payments to which the employee is entitled pursuant to Section 40 a) of the Ontario Employment Standards Act R.S.O. 1980, Chapter 137 or such Legislation as may be enacted to replace such provisions. This provision applies to employees with less than five years' seniority.

Article 27 - Duration of Agreement

27.01 This Agreement shall be effective from the 1st day of July 1996 to and including the 30th day of June, 1999. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of **its** desire **to** bargain with a view to the renewal of the expiring Collective Agreement at any time within a period of ninety (90) days before the expiry date of the Agreement. Following such notice to bargain the parties shall meet within fifteen (15) days of the notice or within such further period **as** the parties mutually agree upon.

It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this Agreement beyond the expiry date of 30th day of June, 1999, for any stated

period acceptable to the parties and in accordance with the Labour Relations Act.

Provided that for purposes of all notices under this Article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the party.

The current contract remains in force for three (3) years from July 1, 1996 to June 30, 1999 with the following amendments:

- attach letter of agreements
- attach amended benefits and wages

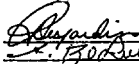
The Union, Local 2228 (National Automobile, Aerospace Transportation and General Workers Union of Canada) and the Company, Sandvik Steel Canada located at 425 McCartney Street, Amprior, Ontario K7S 3P3 agrees that this memorandum constitutes the entire agreement between the parties and supercedes all previous agreements both written and oral upon ratification.

Signed on this 16th day of December, 1996, in Amprior, Ontario.

For the Company:

For the Union

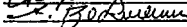
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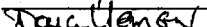
L. Mask



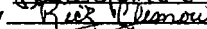
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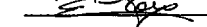
D. Yemen



R. Clemow



E. Torre



APPENDIX A

Schedule of Wages and Classifications

Classification	July 1/96	July 1/97	July 1/98
6	\$18.31	\$18.91	\$19.48
5	16.85	17.41	17.93
4	16.04	16.57	17.07
3	15.33	15.84	16.32
2	14.51	14.99	15.44
1	13.84	14.30	14.73

C.O.L.A.

- (a) Upon ratification of the Agreement (following next pay period) fifty-four cents (\$0.54) will be included into the base wages.
- (b) C.O.L.A. adjustments shall be made on a quarterly basis commencing in the first pay period in the month October 1996, with further adjustments in January 1997, April 1997, July 1997, October 1997, January 1998, April, 1998, July 1998, October 1998, January 1999, April 1999. The final adjustment will be made immediately prior to the expiry of this agreement.
- (c) The allowance will be based upon the Consumer Price Index of 1981 = 100.
- (d) Adjustments will be made on the basis of one cent for each .13 increase in the Consumer Price Index.
- (e) Beginning with the adjustment in the C.O.L.A. effective the first pay period in October 1996, the Consumer Price Index as published by Statistics Canada will be used in calculating the 3 month average consumer Price Indexes. The October 1996 adjustment in the C.O.L.A. will be determined by:

- i) Calculating the average Consumer Price Index for the 3 month period of March, April, May 1996 using the monthly CPI (1981 = 100), and
 - ii) Calculating the change in the 3 month average by subtracting the average CPI calculated in i) above from the 3 month average CPI for the 3 month period of June, July, August 1996.
- (f) The C.O.L.A. adjustments will be paid based on hours worked and will not form **part** of the regular hourly rates.

APPENDIX B

Employee Benefits

The following summary of employee benefits is included in this booklet for easy reference.

1. Group Life/Accidental Death and Dismemberment Insurance
Effective July 1, 1990 the policy provides each employee with coverage of \$35,000 or 2 x annual earnings. The Company pays 100% of the basic \$35,000. The employee pays the balance.
2. Weekly Indemnity Plan
This plan will provide for a coverage of 66²/₃% of regular weekly wages to \$475.00 weekly maximum. This benefit provides for payment on the first day of accident, the first day of hospitalization or the fourth day of sickness, to a maximum of 52 weeks. The Company pays 85% of the cost of this benefit.
3. Dental Plan
This plan pays 80% of eligible dental expenses based on the 1995 O.D.A. Schedule. Effective January 1, 1997 coverage will be based on the 1996 O.D.A. fee schedule, January 1, 1998, the 1997 O.D.A. Schedule and January 1, 1999 the 1998 O.D.A. fee schedule.
The plan provides 50% orthodontic coverage to a \$2,000.00 lifetime maximum.
The employee pays 15% of the premium and the Company pays the balance.
The Company agrees to maintain this benefit for 90 days following layoff.

4. Supplementary Health Benefit Plan

The Company will provide a \$1.00 Drug Card and in addition the plan will pay for 90% of other eligible medical expenses after a deductible of \$10 (single) or \$20 (family). The employee pays 20% of the premium and the Company pays the balance. The Company agrees to maintain this benefit for 90 days following layoff.

5. Pension Plan

This plan provides **for** pension as follows:

For years of service to December 31, 1979:

\$7.00 per month per year of service.

For the following years of service:

1980:	\$ 8.00 per month
1981:	\$ 9.00 per month
1982:	\$11.00 per month
1983:	\$11.00 per month
1984:	\$12.00 per month
1985:	\$13.00 per month
1986:	\$13.00 per month
1987:	\$14.00 per month
January 1, 1989:	\$15.00 per month
July 1, 1989:	\$16.00 per month
July 1, 1990:	\$17.00 per month
July 1, 1991:	\$18.00 per month
July 1, 1992:	\$19.00 per month
July 1, 1993:	\$20.00 per month
July 1, 1994:	\$21.00 per month
July 1, 1995:	\$22.00 per month
July 1, 1996:	\$24.00 per month
July 1, 1997:	\$26.00 per month
July 1, 1998:	\$28.00 per month

The Company pays 100% of the cost of this benefit.

In respect of service after July 1, 1993 for Members whose age plus years of service equal 80 points or more, the early retirement reduction applicable to benefits shall be 0.25% multiplied by the number of months by which such Early Retirement date precedes the first day of the month coinciding with or next following attainment of age 60, or nil if the Member has attained age 60.

6. Long Term Disability

100% employee paid long term disability plan providing benefits after 52 weeks of absence because of illness or injury, provided that not less than 75% of eligible employees participate in the plan. This benefit provides for payment of 66 2/3% of basic earnings to age 65. Employees on Long Term Disability will continue to have benefits as follows: Group Life/Accidental Death and Dismemberment Insurance, Dental Plan, Supplementary Health Benefit Plan and Pension Plan.

APPENDIX C

Job Classification - Nickel & Stainless Steel Division

Classification	Position
6	NDT Level II (Certification) Process Helper Laboratory Technician Tool Specialist Machine Set-Up Operator Instrument Technician Senior Quality Auditor
5	Pilger Mill Operator Annealing Furnace Operator * NDT Operator Straightener Operator Process Helper Finish Cut II Preventative Maintenance Specialist Mechanical Maintenance (non-certified) Machine Set-Up Operator Helper Laboratory Technician Quality Auditor Tool Shop Operator Level II Storekeeper
4	Finish Cut I Central Cut NDT Operator (Trainee) Inspector Level I Belt Polisher Bridge Crane Operator Drawbench Operator Process Helper Bell Furnace Operator Induction Anneal Tool Shop Operator Level I Laboratory Technician (Trainee)

3	Inspector Level II Butt Welder Degreaser Packer Grit Blast Operator Utility Person Box Builder and Yard Operator	Stores/General Helper/Driver
2	Buffer Level Winder	Janitor
1	Material Handler	

* An NDT Operator in Class 5 or below who holds a valid NDT Level I certification will be paid an extra \$0.25 per hour.

The Company agrees to pay the Certificate Renewal Fees for NDT Level I and Level II Certifications when this Certification is required by the Company.

SKILLED TRADES SUPPLEMENTARY AGREEMENT

This agreement entered into this 1st day of July, 1996 between Sandvik Steel Canada, Arnprior, Ontario, hereinafter referred to as the "Company" and the national Union, United Automobile, Aerospace and General Workers Union of Canada, CAW, and its Local Union 2228, hereinafter referred to as the "Union".

Purpose

The purpose and intent of this Agreement is to foster and encourage cooperation between the Company and the Union with respect to skilled trades work in the plant. It is further the intent to maintain the current practices and policies (unless specifically altered by the Company and the Union in writing) concerning skilled trades work. Specifically the Company recognizes that current levels of skilled trades work should not be eroded by transfer to production work and the Union recognizes that there are areas of work such as single source operation and overlap between skilled trades and production which based on current and past practice are reasonable.

Section 1. Skilled trades departments at the Company for the purpose of this Agreement, shall mean the machine shop and the maintenance department, and skilled trades within those departments includes all commonly recognized relevant apprenticeable trades employed in those departments and as set out in Section 8 herein.

Section 2. Seniority for skilled trades shall be by specific basic trade designations, such trades being set out in Section 8 herein. Seniority lists and seniority rights shall be on a basic trade basis, such trades being those set out in Section 8 herein.

Section 3. Current journeymen/women in the skilled trades departments on the day before the signing of this Agreement, shall be accorded their current Company seniority.

After the date of the signing of this Agreement, seniority of journeymen/women in the skilled trades departments shall begin **as** of the date of entry into such department except for graduate apprentices upon becoming journeymen/women whose seniority shall be handled in the following manner: During their Apprenticeship such employees will have and accumulate seniority **as** if they were employed in the Production department. Upon completion of their apprenticeship (i.e. upon becoming journeymen/women) such employees shall have seniority in the Skilled Trades Department based upon the date he/she commenced his/her Apprenticeship.

Section 4. The term "Journeyman/woman" as used in this Agreement, shall mean any person:

- (a) Who presently holds a journeyman/woman classification in the plant in the skilled trades departments.
- (b) Who has served a bona fide apprenticeship and has a certificate of journeyman/woman status.

Section 5. Any future hires to employment in the skilled trades occupations in this plant, after the date of signing of this Agreement, shall be limited to journeymen/women and bona fide apprentices either currently within an apprenticeship program or signing on to an apprenticeship program within the plant. Except in extenuating circumstances, the Company will give first opportunity to apprenticeship positions to qualified bargaining unit **ap**plicants.

Section 6. The Company may continue its past practice of the utilization of production operators **as** temporary helpers to assist skilled trades. When so utilized, the production operator shall not accumulate seniority or a permanent status in the skilled trades or the skilled trade department but shall continue to accumulate seniority in his/her production department,

The Company may continue its past practice of utilizing single source operators. When so utilized the single source operators

shall not accumulate seniority or a permanent status in the Skilled Trades or the Skilled Trades Department, but shall accumulate seniority in his/her Production Department.

Section 7. In the case of a layoff in the skilled trades, the following procedure shall be used on a trade (as set out in Section 8) basis:

- (a) Probationary journeyman/woman.
- (b) Apprentices.
- (c) The seniority employees within the trade with the least seniority.
- (d) Recalls from layoff shall be made in the reverse order of the layoffs, again on a trade basis.
- (e) A toolmaker with greater seniority may displace a less senior machinist provided that he/she is qualified to operate the machine or machines in question.

No journeyman/woman in a trade will be laid off while a single source operator is performing work that falls within the work of that employee's trade.

Section 8. The following certified trades shall be established in the skilled trades departments:

Machine Shop:	Toolmaker Machinist
Maintenance Dept.:	Electrician Electronic Technician/Technologist Maintenance Mechanic Welder (with Millwright work)

Section 9. The Company and the Union agree to negotiate an Apprenticeship Program within twelve (12) months of ratification. The Apprenticeship Standards shall be in keeping with the Standards of the National Union, CAW and Provincial legislation. The Apprenticeship Standards, when completed, shall be considered as an inseparable part to this Supplementary Agreement.

Section 10. All Articles of the primary collective bargaining agreement presently in effect which are not inconsistent with this Supplementary Agreement shall apply equally to the skilled trades employees covered by this Supplementary Agreement.

Section 11. There shall be a skilled trades committee of two (2) from the Company and two (2) skilled tradesmen/women from the Union to discuss any questions and issues of mutual concern arising out of this Agreement.

Section 12. The Company will provide advance training to the appropriate skilled tradesmen/women necessary to cover technological advances within the plant relating to the particular skilled trades.

Section 13. The Company agrees to deduct the sum of one-half ($\frac{1}{2}$) hour per year as dues to be remitted to the CAW Skilled Trades Council, from employees hired, rehired, reinstated or transferred to a skilled trades classification or trade as listed in Section 8 upon receipt of individual authorization cards signed voluntarily by such employees. Such deductions shall be made at the same time as the regular Union dues and thereafter on an annual basis in the month of January. These deductions along with the names of the employees from whom the deductions have been made shall be remitted to the Financial Secretary of Local 2228 of the Union.

Section 14. There shall be no numerical or alphabetical classifications within the skilled trades.

Section 15. Production workers will not carry seniority into the Skilled Trades occupations and skilled trades workers will not carry seniority into Production Departments.

Section 16. Contracting Out

Seniority skilled trades employees will not be laid off as the direct result of the contracting out of work normally performed in the plant by such skilled trades employees.

Section 17. Production employees permanently appointed to Trade Division shall retain their accrued seniority for a period not to exceed the specified period in Article 11.04 from the date of appointment. Following the expiry of the preceding limits, the employee's name shall be considered deleted from the seniority list of Production. In the event the employee does not complete the requirements within the specified period of Article 11.04, the employee will be assigned to the material handler position.

Section 18. Safety Shoes and Tool Allowances

Effective July 1, 1996 the Company shall pay an amount of up to two hundred and twenty dollars (\$220.00) a year to each employee for the purchase of safety shoes.

Effective July 1, 1996 a Machinist or Electrician required to own his own tools will receive **up** to two hundred dollars (\$200.00) per year for the purchase of tools as specified by the Company.

Effective July 1, 1996 a Millwright required to own his own tools will receive up to two hundred and fifty dollars (\$250.00) per year for the purchase of tools as specified by the Company.

SKILLED TRADES

Schedule of Wages and Classifications

Classi- fication	Position	July 1/96	July 1/97	July 1/98
7	Toolmaker Electrician Electronics Technician/ Technologist	\$19.58	\$20.23	\$20.84
6	Maintenance Mechanic Machinist Welder (with Millwright work)	\$19.17	\$19.80	\$20.39

C.O.L.A.

- (a) Upon ratification of the Agreement (following the next pay period) fifty-four cents (\$0.54) will be included into the base wages.
- (b) C.O.L.A. adjustments shall be made on a quarterly basis commencing in the first pay period in the month October 1996, with further adjustments in January 1997, April 1997, July 1997, October 1997, January 1998, April 1998, July 1998, October 1998, January 1999, April 1999. The final adjustment will be made immediately prior to the expiry of this Agreement.
- (c) The allowance will be based upon the Consumer Price Index of 1981 = 100.
- (d) Adjustments will be made on the basis of one cent for each .13 increase in the Consumer Price Index.

- (e) Beginning with the adjustment in the C.O.L.A. effective the first pay period in October 1996, the Consumer Price Index as published by Statistics Canada will be used in calculating the 3 month average Consumer Price Indexes. The October 1996 adjustment in the C.O.L.A. will be determined by:
 - i) Calculating the average Consumer Price Index for the 3 month period of March, April, May 1996 using the monthly CPI (1981 = 100), and
 - ii) Calculating the change in the 3 month average by subtracting the average CPI calculated in i) above from the 3 month average CPI for the 3 month period of June, July, August 1996.
- (f) The C.O.L.A. adjustments will be paid based on hours worked and will not form part of the regular hourly rates.

LETTER OF INTENT

The Company will provide the Union with advance notice of planned changes to equipment or process which will result in the permanent displacement of employees and will meet with the Union to discuss the effect of these changes.

For the Union



For the Company



* * *

LETTER OF UNDERSTANDING

A probationary employee laid off because of lack of work shall retain credit for time worked towards the completion of his probationary period, provided he is recalled by the Company within a four (4) month period. In any event, probationary employees shall not have preferential rights for rehiring.

For the Union



For the Company



LETTER OF INTENT

A temporary employee is one who has been hired for work of a temporary nature due to a temporary increase in work or production schedules. It shall be specifically stated and acknowledged at the time of hiring that the individual is a temporary employee.

A temporary employee will become entitled to seniority on completion of the probationary period. If and when a temporary employee becomes a regular employee he shall, if he has completed the probationary period, become entitled to seniority dating from his last hiring.

A temporary employee shall be paid at the level of a Job Class I. Following thirty (30) days of continuous employment, union dues will be deducted from the pay cheques of a temporary employee and submitted to the Union according to the provisions of the Collective Agreement.

A temporary employee may take advantage of the Grievance Procedure except where his employment is terminated by discharge or otherwise.

For the Union

For the Company

* * *



LETTER OF INTENT

Overtime Meal Breaks

The Company will take the necessary steps to ensure that employees entitled to the overtime meal allowance under Section 16.09 receive such allowance in time for their meal period.

The Company will continue its present practice of considering overtime meal breaks to be paid meal breaks.

For the Union

For the Company



LETTER OF AGREEMENT

An employee assigned as lead hand will, above his regular duties, assist and direct the work of hourly personnel in the performance of their duties.

The lead hand will not participate in the duties of hiring, dismissal and/or disciplinary activities.

An employee acting in this capacity will be paid the following:

Production and Inspection employees **shall** be paid a premium of \$0.60 per hour and the rate of a Category 5 job.

Laboratory, Electrician, Machine Shop Mechanical Maintenance, Electronic and Tool Shop employees shall be paid a premium of \$0.85 per hour and at least the rate of the highest classified job they are required to direct.

For the Union



For the Company



* * *

LETTER OF INTENT

Re: Production Employees and Overtime

The Company recognizes that, in the operation of the plant, there may be areas within production where, because of workload and/or specific machine operations, substantial overtime work may be required. In order to minimize as much as possible the problems caused by the sharing of such overtime, the Company intends to train additional people for the required operations in order to have a greater number of employees available to share the overtime.

For the Union



For the Company



LETTER OF UNDERSTANDING RE CHAIRPERSON

To accommodate the current Chairperson until he is able to obtain a position in accordance with Article 7.07 the Company agrees that he will be scheduled to work days on the last day of the week regardless of his shift schedule.

For the Union

For the Company



* * *

CONTRACTING OUT

The Company and the Union agree that both parties will make every effort to avoid layoffs as a result of contracting out.

Where contracting out may result in layoffs, the Company and the Union agree to meet and discuss contracting out to find alternatives or suggest ways in which the work might be performed.

For the Union

For the Company



LETTER OF INTENT

During negotiations the parties recognized that ventilation, heat stress and noise abatement were concerns. The Company therefore agreed that in addition to the Occupational Health & Safety Act, the following would also apply:

Ventilation

- 1) The Company will agree to conduct a ventilation and potential air borne contaminant assessment by a qualified agency on all pilger degreasing stations using Trich.
- 2) Based on the results of the assessment, install active ventilation at all pilger degreasing stations.
- 3) The Company will conduct a facility ventilation assessment.

Noise Abatement

- 1) The Company agrees to conduct a noise mapping of the facility accompanied by a Joint Health and Safety Committee worker representative.
- 2) The findings will be communicated to the Joint Health and Safety Committee. The Joint Health and Safety Committee will make recommendations on the priorities and procedures for the noise abatement program. The Company will take said recommendations in consideration and report the action plan to the Joint Health and Safety Committee.
- 3) Initial audiometric testing will be conducted by a certified person on all employees. Those employees whose measurements are outside the norm will be assessed on a yearly basis.

Heat Stress

- 1) The Company agrees to make available the measurement equipment to establish WBGT levels. The Company will provide training to two (2) worker and company Joint Health and Safety Committee representatives in the proper use of said equipment. The workload categories will be jointly established by the company and worker representatives. The Human Resources/Safety and Health department will maintain the work load category records.
- 2) When suspected heat stress conditions exist, the Company will investigate and evaluate the heat condition and apply corrective action(s) as required.

For the Union



For the Company



LETTER OF INTENT - STUDENT HIRING

The Company may hire or rehire students for the summer period to a maximum period of four (4) months. An extension may be granted following a discussion with the Union. During any period of employment, students will maintain their probationary status under the provisions of this collective agreement for the duration of their employment. No seniority will be given for service during any period of employment under this letter of intent nor will students be eligible for benefits under this collective Agreement.

All students will be the first to be laid off as per article 12.02 (v). If, at the termination of such temporary employment a student wishes regular employment with the Company, it will be necessary for him/her to make application to the Company subject to the Company recruitment process. If the student's application is accepted and is successful in the recruitment process, seniority and probation will begin as of the date of hire of regular employment in accordance with article 11 of this agreement.

For the Company



For the Union



SCHEDULES

Contractholder: SANDVIK CANADA INC.

For Hourly employees of Sandvik Steel Canada and their dependents

**Revised
Date: May 1, 1995**

**Group
Contract No.: 3583**

IMPORTANT: Keep these Schedules in the front cover pocket of your booklet.

SCHEDULE

EMPLOYEE LIFE INSURANCE BENEFIT

Classification	Amount
All eligible active employees:	A choice of
Option A:	2 times annual Earnings, rounded to the next higher \$1,000, if not already a multiple thereof; or
Option B:	\$35,000

Notes:

- Earnings means regular income paid by your Employer, plus paid commissions averaged over the prior 24 months (or less, if employed for a lesser period), but excluding bonuses and overtime pay.
 - A retroactive change in Earnings will be deemed to be effective on the date the change was determined.
- If at any time your Employee Life Insurance would exceed \$35,000, you will be required to complete a health questionnaire and may have to submit medical evidence of good health satisfactory to Aetna Life in order to be insured for the excess. This requirement will also apply to each subsequent increase.
- Your Employee Life Insurance will reduce by 1/3 at age 65 or retirement. Twelve months after the first reduction all amounts of Life Insurance shall reduce to 1/3 of the amount in force prior to retirement or attainment of age 65. All amounts of Life Insurance will terminate upon the earlier of attainment of age 67 or 2 years after retirement.

SCHEDULE

EMPLOYEE WEEKLY DISABILITY BENEFIT

Classification	Amount
All eligible active employees:	66 2/3% of weekly Earnings, up to the U.I.C Benefit Maximum at start of disability
Waiting Period:	
Accident:	nil
Illness:	3 days
Illness, if hospitalized for at least 24 hours:	lesser of 3 days or period prior to hospitalization
Benefit Duration:	52 weeks

Note:

- Earnings means regular income paid by your Employer before you became Disabled, plus paid commissions averaged over the 24-month period (or less, if employed for a lesser period) prior to the date you became Disabled, but excluding bonuses and overtime pay unless part of U.I.C. insurable earnings,
- For hourly employees who are not regularly working full-time, Earnings will be calculated as the average number of hours worked in the last 20 weeks (or less, if employed for a lesser period) times the hourly rate of pay in effect the day before the employee became Disabled.
- A retroactive change in Earnings will be deemed to be effective on the date the change was determined.

SCHEDULE

EMPLOYEE LONG TERM DISABILITY BENEFIT

Classification	Amount
All eligible active employees under age 65:	66 2/3% of monthly Earnings, rounded to the nearest dollar, up to a maximum benefit of \$3,000 per month
Waiting Period:	52 weeks
Benefit Duration:	to age 65

Note:

- Earnings means regular income paid by your Employer before you became Totally Disabled, plus paid commissions averaged over the 24-month period (or less, if employed for a lesser period) prior to the date you became Totally Disabled, but excluding bonuses and overtime pay.
 - For hourly employees who are not regularly working full-time, **Earnings** will be calculated as the average number of hours worked in the last 20 weeks (or less, if employed for a lesser period) times the hourly rate of pay in effect the day before the employee became Totally Disabled.
- A retroactive change in Earnings will be deemed to be effective on the date the change was determined.

DENTAL CARE BENEFITS

SCHEDULE

DENTAL CARE BENEFITS

Classification

All eligible active employees and their dependents:

COVERED CHARGES

(See Benefit Description for Coverage Details)

ROUTINE CAREBASICS..... DENTURES
CROWNS **AND BRIDGEWORK**..... ORTHODONTICS

Fee Guide

Payments under this plan will be based on the 1994* Ontario Dental Association Fee Guide.

*1995 ODA effective January 1, 1996

	Amount
Calendar Year Deductible	Nil
Percentage Payable	
Routine Care	100%
Basics	80%
Dentures	80%
Crowns and Bridgework	80%
Orthodontics	50%

SCHEDULE

DENTAL CARE BENEFITS

Benefit Maximum (per calendar year)	
Routine Care, Basics, Dentures, Crowns and Bridgework (combined maximum)	\$1,000
Benefit Maximum (per lifetime)	
Orthodontics	\$1,000

SCHEDULE

HEALTH CARE BENEFITS

Classification

All eligible active employees and their dependents:

COVERED CHARGES

(See Benefit Description For Coverage Details)

HOSPITAL.....CONVALESCENTHOSPITAL
AMBULANCE.....
OUT-OF-HOSPITALNURSING.....PHYSIOTHERAPY
HEALTH PRACTITIONERS.....
DENTAL CARE FOR ACCIDENTAL INJURY.....
DIAGNOSTIC LABORATORY AND X-RAY EXPENSES
DRUGS.....DURABLE MEDICAL EQUIPMENT AND
SUPPLIES.....OUT-OF-PROVINCE.....

	Amount
Overall Lifetime Benefit Maximum	\$10,000
Calendar Year Deductible'	\$10 per person but not more than \$20 per family
Pay Direct Drugs Deductible	\$1.00 per prescription or refill

* does not apply to Hospital (Within Home Province) or Drugs.

SCHEDULE
HEALTH CARE BENEFITS

Any dollar amount shown as a "Limit" in this Schedule refers to a maximum eligible charge, and not a maximum benefit.

	Amount
Percentage Payable	
Hospital (Within Home Province) and Drugs	100%
Psychoanalyst (for Quebec residents only)	50%
Other Covered Charges	90%
Hospital (Within Home Province)	
Room and Board Limit	private, but not a suite
Convalescent Hospital	
Room and Board Limit	lesser of \$50 per day or semi-private
Maximum Stay (per period of disability)	180 days
Outsf-Hospital Nursing Benefit Maximum	subject to the Overall Lifetime Benefit Maximum

SCHEDULE

HEALTH CARE BENEFITS

	Amount
Health Practitioners' Limits (per calendar year)	
Chiropractor, Osteopath, Podiatrist, Speech Therapist, Physiotherapist or Psychologist	\$300 per type of practitioner
Masseur	\$7 per visit, up to a calendar year limit of \$300
Out-of-Province Benefit Maximum (per lifetime)	subject to the Overall Lifetime Benefit Maximum
Emergency Care	
Hospital Room and Board Limit	
In Canada	semi-private
Out of Canada	average semi-private

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GENERAL PROVISIONS

Employee Eligibility

To be eligible for coverage you must be:

- an active, permanent employee of an Employer covered under this plan, working full-time and not working on a seasonal basis;
 - in a class shown in the Schedule; and
 - covered under a Provincial Health Insurance Plan.

You will become eligible for coverage on the later of:

- the Effective Date of this plan; or
- with respect to the Life and Long Term Disability Benefits, upon commencement of employment;
- with respect to all other benefits, on the first of the month following the completion of 1 month of continuous service.

Dependent Eligibility

To be eligible for coverage your dependent must be insured under a Provincial Health Insurance Plan.

Your dependent becomes eligible for coverage when you become eligible or, if acquired later, upon becoming your dependent.

You must be covered in order for your dependents to be covered.

A person may not be covered for Health Care and Dental Care Benefits as a dependent of more than one employee; or both as an employee and as a dependent.

Dependent means a spouse or unmarried child under 21 (any age, if regularly attending school and solely dependent upon the employee for support).

Spouse means a husband or wife by virtue of a religious or civil marriage ceremony; however, a spouse will not be considered a dependent if separated from the employee for a period of more than 1 year as a result of marital discord or a voluntary act of one of the parties without the acquiescence of the other, if such a separation is the result of a judicial decree the spouse shall not be considered a dependent in any event;

A person of the opposite sex living with the employee will be deemed to be the employee's spouse, if such person:

- is publicly represented as the employee's spouse; and
- has been living with the employee for a period of at least 1 consecutive year.

Child means:

- a natural or legally adopted child; or
- a step-child or other child, who is dependent upon the employee for support and lives with the employee in a regular parent-child relationship.

Effective Date of Coverage

To be covered for amounts of Employee Life Insurance in excess of \$35,000, Employee Weekly Disability, Employee Long Term Disability, Health Care and Dental Care Benefits you must make written request to your Employer. These Benefits will then become effective on the later of, the date:

- of eligibility;
- you make written request, if you make it within 31 days after the date of eligibility; or
- evidence of good health satisfactory to Aetna Life, if required, is approved.

If your written request for coverage is made more than 31 days after the date of eligibility, evidence of good health satisfactory to Aetna Life must be provided for you and your dependents, at your expense.

Amounts of Life Insurance up to \$35,000 will become effective on the date of eligibility.

If you are absent from work because of disability due to illness or injury on the date your coverage, or any increase in your coverage, would otherwise become effective, such coverage will not become effective until the date you return to active full-time work for 1 full day.

Coverage, or any increase in coverage, for your dependent (other than a new-born child who becomes covered within 31 days of becoming eligible) who is confined in a hospital because of illness or injury on the date such coverage would otherwise become effective, will not become effective until the date such dependent is no longer so confined.

Temporary Absence From Work

For all Benefits except the Employee Long Term Disability Benefit, you and your dependents may continue to be covered at your Employer's option and subject to premium payment, if your absence from active work is not due to termination of employment but due to:

- illness, injury or pregnancy or parental leave, but not beyond age 65 (or for up to 12 months, if you are age 64 or older and eligible for coverage);
- temporary leave, but not beyond the end of the contract month following the contract month in which such absence began, with respect to Health Care and Dental Care;
- temporary lay-off, but not beyond 90 days following the date in which such lay-off began, with respect to Health Care and Dental Care;
- temporary lay-off or leave, but not beyond the end of the contract month following the contract month in which such absence began, with respect to the Employee Life Insurance and Employee Weekly Disability benefits;

For the Employee Long Term Disability Benefit, you may continue to be covered at your Employer's option and subject to premium payment, if your absence from active work is due to illness, injury or pregnancy or parental leave, for up to 12 months, but not beyond age 65; otherwise, coverage will terminate as of the last full day of active work.

Termination of Coverage

Coverage for you and your dependents will terminate on the earliest of, the date:

- you retire, unless otherwise indicated in the Schedule;
- your employment terminates or you cease active **work**, except as noted under the Temporary Absence From Work provision;
- you cease to be a member of an eligible class;
- premium payments cease; or
- this plan is discontinued.

Coverage for your dependents will terminate on the date such dependents cease to be eligible.

Continuation of Health Care and Dental Care Benefits for Incapacitated Children

Health Care and Dental Care Benefits will continue beyond the date an unmarried child attains the limiting age for coverage, provided proof is submitted to Aetna Life within 31 days after such date that such child:

- is incapable of self-sustaining employment by reason of mental retardation or physical handicap;
- became **so** incapacitated prior to attainment of the limiting age; and
- is chiefly dependent upon you for support and maintenance.

Thereafter, such proof must be submitted to Aetna Life, as required, but not more often than yearly.

EMPLOYEE LIFE INSURANCE BENEFIT

(See Schedule for Amount)

Death Provision

If you die while covered, your Employee Life Insurance will be paid to your beneficiary(ies), if living, otherwise to your estate.

Disability Provision

If you:

- become Totally and Permanently Disabled while covered;
- continue to be so disabled for the next 6 months; and
- are under age 65;

the Employee Life Insurance for which you were covered at the time you became **so** disabled will continue while you are so disabled, but not beyond your 65th birthday, subject to any reduction or termination indicated in the Schedule due to a change in class. **You** must submit proof satisfactory to Aetna Life, within 12 months of the date you cease active work, that you are so disabled. Upon approval, no further premium will be required but from then on you must submit proof satisfactory to Aetna Life, as required, that you are still so disabled.

Totally and Permanently Disabled means that solely because of an illness or injury, you are, and will continue to be, unable to work at any occupation for which you are, or may reasonably become, fitted by education, training or experience.

Conversion Option

If your Employee Life Insurance reduces or terminates, you may be eligible to convert the terminated amount to an individual life insurance policy without a medical examination or health questionnaire being required. The eligibility requirements, the **type** of policy and the amount of coverage that you may convert are described in the Contract issued to the Contractholder. Contact your Employer or the nearest Aetna Life office for details. Written application together with the initial premium due must be submitted to Aetna Life within 31 days of the date your Employee Life Insurance terminates.

Extension of Benefit

If you die within 31 days of the date your Employee Life Insurance terminates, the amount you could have converted will be paid **as** a death benefit under this plan even if you did not apply for conversion.

EMPLOYEE WEEKLY DISABILITY BENEFIT

(See Schedule for Amount)

If you become Disabled while covered and are:

- seen by, and treated by, a licensed doctor (M.D.); and
- absent from work for more than the Waiting Period;

weekly benefit payments will be made to you for the period following the later of:

- the date you are first seen by, and treated by, a licensed doctor (M.D.); or
- the end of the Waiting Period;

for as long as you are Disabled and under the ongoing care of a licensed doctor (M.D.), but not beyond the Benefit Duration.

Disabled means that solely because of either an illness or accidental injury, you cannot perform your job duties.

Subsequent Disability

A new Waiting Period and Benefit Duration will start, if you return to active full-time work for:

- a period of 2 weeks before you again become Disabled because of the same or a related cause; or
- 1 full day before you again become Disabled because of a different or an unrelated cause.

Third Party Liability

If you receive benefit payments under this plan for loss of income for which there may be a **cause** of action against a third party, you **will** be required to complete a Reimbursement Agreement. **This will** entitle Aetna Life to be reimbursed for any **amount(s)**, including interest, you recover from a third party for:

- loss of income; or
- medical or dental expenses;

which, together with any amount(s) paid or payable under any of the Benefits of this plan, would exceed your actual loss.

Following notification to Aetna Life of payment by a third party of any judgment or settlement, further disability payments under this plan will terminate until Aetna Life **has** been reimbursed the amount set out in the Reimbursement Agreement.

If a lump sum payment is made under judgment or settlement for loss of future income, no further disability benefits will be paid until such time as the sum of the benefit payments otherwise payable equals the amount of such lump sum.

Limitations

No benefit **will** be paid for:

- any day you do any kind of work for pay or profit;
- illness or injury for which benefits are payable under the Quebec Automobile Insurance Act;
- the period you are entitled to pregnancy or parental leave of absence by statute, contract or employer agreement; or
- any disability covered under any Workers' Compensation Law.

No benefit will be paid for any Disability that results from or is contributed to by:

- war, whether declared or not;
- insurrection, rebellion or participation in a riot or civil commotion;
- purposely self-inflicted injury; or
- your commission of, or attempt **to** commit, an assault or a criminal offence.

Aetna Life may require you to report for **a** medical examination as often as is reasonable, by a licensed doctor (M.D.) of their choice. Failure **to** report for a medical examination may result in termination of **your** benefit payments.

Extension of Benefit

If you are Disabled on the date your coverage terminates, you will be entitled to the same benefit as though your coverage had not terminated.

EMPLOYEE LONG TERM DISABILITY BENEFIT

(See Schedule for Amount)

if you become Totally Disabled while covered and are:

- seen by, and treated by, a licensed doctor (M.D.) within 31 days of the date you became Totally Disabled; and
- absent from work for more than the Waiting Period;

monthly benefit payments will be made to you for the period following the end of the Waiting Period for as long as you are Totally Disabled and under the ongoing care of a licensed doctor (M.D.), but not beyond the end of the month in which the Benefit Duration is completed.

Totally Disabled means that solely because of an illness or accidental bodily injury, you are unable to work

- during the Waiting Period and for the next 24 months, at your **own** occupation (type of work, not just your own job); and
- from then on, at any occupation for which you are, or may reasonably become, fitted by education, training or experience.

Recurrent Disability

Any 2 periods of total disability that are:

- due to the same or a related cause; and
- a separated by return to active full-time work for less than 6 months (2 weeks during the Waiting Period);

will be deemed to be 1 period of total disability with only the initial Waiting Period applying, provided the first period begins while you are covered under this Benefit.

Benefit Offsets

Your benefit will be reduced by income payable (or would have been payable had you applied for it):

- from any job for pay or profit (except under an approved rehabilitation program); or
- because you are disabled or retired under:
 - any plan required or provided by a government or pursuant to a statute, such as, but not limited to, Workers' Compensation, any Automobile Insurance Act and the Canada or Quebec Pension Plan (CPP/QPP), excluding income payable for your spouse, children or other dependents; and
 - any group insurance, pension or other arrangement for members of a group (whether on an insured basis or not).

Benefit Offsets (continued)

Should you receive income from any of the above sources payable:

- as a retroactive award, benefit payments will be adjusted to reflect any overpayment that may have been made;
- other than monthly, such income will be converted to a monthly basis; or
- in a single sum, such income will be converted to 60 monthly payments.

Your benefit will not be reduced by income payable from:

- a CPP/QPP cost of living increase that occurs after the date you became Totally Disabled under this Benefit;
- disability or retirement benefits at the level that you were receiving them prior to the date you became Totally Disabled under this Benefit; or
- any individual disability coverage, exclusive of accident benefits payable under an automobile policy.

Recovery of Benefits

If you receive a benefit under this plan in excess of what should have been paid, Aetna Life has the right to recover the amount of such excess from you or deduct it from future monthly benefits payable to you.

Rehabilitation

If you recover enough from your disability to be able to work full-time or part-time at any job under a rehabilitation program approved in writing by Aetna Life, you will still be deemed to be Totally Disabled and your benefit will be based on Earnings reduced by any income you receive from such rehabilitative work.

Third Party Liability

If you receive benefit payments under this plan for loss of income for which there may be a cause of action against a third party, you will be required to complete a Reimbursement Agreement. This will entitle Aetna Life to be reimbursed for any amount(s), including interest, you recover from a third party for:

- loss of income; or
- medical or dental expenses;

which, together with any amount(s) paid or payable under any of the Benefits of this plan, would exceed your actual loss.

Following notification to Aetna Life of payment by a third party of any judgment or settlement, further disability benefit payments under this plan will terminate until Aetna Life has been reimbursed the amount set out in the Reimbursement Agreement.

If a lump sum payment is made under judgment or settlement for loss of future income, no further disability benefits will be paid under this plan until such time as the sum of the benefit payments otherwise payable equals the amount of such lump sum.

Exclusions and Limitations

Benefit payments may be terminated if you:

- fail to provide proof of ongoing disability when requested to do so;
- refuse or fail to complete and return or comply with the terms of the Reimbursement Agreement in accordance with the Third Party Liability provision;
- fail to report for a medical examination, as often as may reasonably be required, by a licensed doctor (M.D.) of Aetna Life's choice; or
- are not receiving accepted standard professional treatment for the condition being treated and, where appropriate, treatment by a relevant and certified specialist.

No benefit will be paid for the period you are entitled to pregnancy or parental leave by statute, contract or employer arrangement.

No benefit will be paid for any disability that results from or is contributed to by:

- war, whether declared or not;
- insurrection, rebellion or participation in a riot or civil commotion;
- purposely self-inflicted injury;
- your commission of, or attempt to commit, an assault or criminal offence;
- chronic alcoholism, or use of narcotics, barbiturates or hallucinogens, unless you are receiving ongoing active professional treatment deemed appropriate for the condition being treated; or
- a pre-existing condition as described below.

Exclusions and Limitations (continued)

Pre-existing Condition Limitation

If during the first 12 months that you are covered, you become Totally Disabled, directly or indirectly, because of an illness or injury for which you:

- received medical treatment, consultation, care or service including diagnostic tests; or
- took prescribed drugs;

during the 3-month period before the date you became covered, no benefit payments will be made.

If, after the first 12 months that you are covered, but before you have been covered 24 months, you again become Totally Disabled because of the same or a related cause, you must:

- have returned to active full-time work for at least 6 months; and
- be absent from work for more than the Waiting Period;

before benefit payments will be made.

Waiver of Premium

No premium is required for this Benefit during a period for which **you** are entitled to receive benefit payments.

Extension of Benefit

If you are Totally Disabled on the date your coverage terminates, you will be entitled to the same benefit as though your coverage had not terminated.

DENTAL CARE BENEFITS

(See Schedule for Amount)

Percentage Payable

This is the part of Covered Charges that Aetna Life pays.

Covered Charges are charges up to the amount shown in the Fee Guide for needed dental care, services or supplies, as described below, and received while the person is covered, for either a disease or injury that is non-occupational:

Routine Care

Charges up to the Benefit Maximum for:

- oral exams, including the cleaning of teeth, but not more than once every 6 months;
- periodontal scaling, root planing or equilibration (limited to 8 units per year for all procedures combined);
- topical application of sodium or stannous fluoride, but not more than once every 6 months;
- full mouth x-rays if over 12 years of age, but not more than once every 24 months;
- bitewing x-rays, but not more than once every 6 months; and
- palliative treatment.

Basics

Charges up to the Benefit Maximum for:

- extractions;
- oral surgery, including excision of impacted teeth;
- initial provision and replacement of amalgam, porcelain or plastic fillings; unless an additional tooth surface is involved, replacements will be provided only after a period of at least 12 consecutive months has elapsed since the last date on which the restoration was provided or replaced;
- anaesthesia administered in connection with oral surgery or other covered dental services;
- space maintainers, including stainless steel crowns for baby teeth that have several cavities which would otherwise require filling or which are non-restorable using normal restorative dental material;
- repair or relining of dentures;
- pit and fissure sealants for individuals under 19 years of age;
- periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards; and
- endodontic treatment, including root canal therapy.

Dentures

Charges up to the Benefit Maximum for:

- first installation, including adjustments, of partial permanent or full temporary or permanent removable dentures to replace 1 or more natural teeth extracted while the person is covered;
- denture adjustments that occur more than 6 months after installation;
- replacement of an existing partial or full removable denture, if it:
 - was installed at least 5 years before and cannot be made serviceable; or
 - is a temporary full denture which replaces 1 or more natural teeth extracted while the person is covered and for which replacement by a permanent denture is required and takes place within 1 year from the date the temporary denture was installed; and
- addition of teeth to an existing partial denture, if required to replace 1 or more natural teeth extracted while the person is covered.

Crowns and Bridgework

Charges up to the Benefit Maximum for:

- inlays, onlays, gold fillings and crowns;
- first installation of fixed bridgework, including crowns to form abutments, to replace 1 or more natural teeth extracted while the person is covered;
- replacement of existing bridgework, but only if it was installed at least 5 years before and cannot be made serviceable; and
- addition of teeth to an existing bridgework, if required to replace 1 or more natural teeth extracted while the person is covered.

Orthodontics

Charges up **to** the Benefit Maximum for:

- a diagnostic procedures, including models;
- therapy and appliances; and
- correction of malocclusion.

Other Practitioners

Services or supplies must be rendered and dispensed by a licensed dentist, except that:

- scaling and cleaning of teeth may be done by a licensed dental hygienist; and
- installation, adjustment, repair or relining of full dentures, may be done by a denturist, denture therapist, technician or mechanic, who is registered and practising within the scope of his license.

Charges for such care, services and supplies will be deemed to be Covered Charges up to the lesser of:

- the amount shown in the practitioner's fee guide of the Province where the charges are incurred; or
- the Fee Guide for dentists.

Alternative Services

If alternative services may be performed for the treatment of a dental condition, the maximum amount payable will be the amount shown in the Fee Guide for the least expensive service or supply required to produce a professionally adequate result.

Predetermination of Benefits

If charges for a planned course of treatment by a licensed dentist would exceed \$300, proposed details and x-rays should be submitted to Aetna Life for approval. Failure to do so may result in payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

Course of Treatment means one or more services rendered by one or more dentists for the correction of a dental condition diagnosed as a result of an oral exam starting on the date the first service to correct such condition is rendered.

Limitations

No amount will be paid for charges for:

- dental care which is cosmetic;
- completion of claim forms;
- broken appointments;
- dental care covered under a medical plan provided by an employer or government;
- which, in the absence of coverage, there would be no charge;
- stainless steel crowns on permanent teeth;
- oral hygiene instruction or nutritional counselling;
- protective athletic appliances;
- prostheses, including crowns and bridgework, and the fitting thereof which were ordered while the person was not covered, or which were ordered while the person was covered but which were finally installed or delivered after this Benefit is discontinued or more than 31 days after termination of coverage for any other reason;
- a full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction; or
- replacement of a lost or stolen prosthesis.

HEALTH CARE BENEFITS

(See Schedule for Amount)

Calendar Year Deductible

This is the amount of Covered Charges that a covered person must pay before any amount is paid to you by Aetna Life. A new deductible will begin each January 1.

Percentage Payable

This is the part of Covered Charges that Aetna Life pays after the Calendar Year Deductible is satisfied.

Covered Charges are reasonable and customary charges for needed medical care, services or supplies, as described below, and received while the person is covered, for either an illness or injury that is non-occupational or for pregnancy:

1. Hospital (Within Home Province)

Daily charges in excess of the ward rate up to the Room and Board Limit plus user fees.

- A hospital is a place that:
 - chiefly provides inpatient medical care of the injured, sick or chronically ill;
 - has a staff of licensed doctors (M.D.) and 24-hour nursing care by registered nurses (R.N.); and
 - is approved as a hospital for payment of the ward rate under the Provincial Health Plan.

2. Convalescent Hospital (Within Home Province)

Daily charges in excess of the ward rate up to the Room and Board Limit **plus** user fees, but not beyond the Maximum Stay. Confinement must **begin** within 14 days of hospital discharge. A new Maximum Stay **will** apply if the covered person has not been confined in a convalescent hospital for at least 90 days.

- A convalescent hospital is a place that:
 - a has a transfer arrangement with hospitals;
 - provides inpatient nursing care (that meets minimum Provincial regulations) for the convalescent stage of an injury or illness; and
 - is approved as a convalescent hospital for payment of the ward rate under the Provincial Health Plan.

3. Ambulance

Charges in excess of the amount payable under the covered person's Provincial Health Plan for professional licensed ambulance service to transport the covered person:

- from the place of injury (or where illness struck) to the nearest hospital where treatment is available;
- directly from the first hospital where treatment is given to the nearest hospital for needed specialized treatment not available at the first hospital; or
- from a hospital to a convalescent hospital.

4. Out-of-Hospital Nursing

Charges for home nursing care, up to the Benefit Maximum, by a registered nurse (**R.N.**) who:

- is not a member of your family; and
- does not normally live in your home;

when ordered by a licensed doctor (**M.D.**) as medically necessary for a disability that requires the specialized training of **an R.N.**

5. Health Practitioners

Charges, including x-ray charges, up to the covered Limits by a practitioner who is registered and legally practising within the scope of his license as:

- a chiropractor, osteopath or podiatrist;
- a psychologist for diagnosis, assessment and treatment, when advance written recommendation by a licensed doctor (**M.D.**) is made;
- a physiotherapist, masseur or speech therapist, when treatment is prescribed by a licensed doctor (**M.D.**) as to duration and type; or
- a psychoanalyst who is a licensed doctor (**M.D.**), if the covered person is not hospitalized (for Quebec residents only).

No amount will be paid for any visit for which any amount ~~is~~ payable under the covered person's Provincial Health Plan, unless permitted by law.

6. Dental Care For Accidental Injury

Charges for dental care by a licensed dentist for the prompt repair of sound natural teeth when required for a non-occupational accidental injury, external to the mouth, that occurs while the person is covered.

7. Diagnostic Laboratory and X-Ray Expenses

8. Drugs

Charges in excess of the Pay-Direct Drugs Deductible for drugs, including oral contraceptives, prescribed by a licensed doctor (M.D.) or licensed dentist and dispensed by a registered pharmacist, that regardless of their legal status are not normally obtainable except by prescription from a licensed doctor (M.D) or licensed dentist.

9. Durable Medical Equipment and Supplies

Charges for supplies and the rental of or, at Aetna Life's option, the purchase of durable medical equipment of the type and model adequate for the covered person's medical needs based on the nature and severity of the disability, such as, but not limited to:

- hospital beds, wheelchairs, canes, crutches, walkers and trusses;
- rigid or semi-rigid braces for back, neck, arm or leg and non-dental prostheses such as artificial limbs and eyes; including replacement if required because of a change in physical condition;
- respiratory equipment, including oxygen;
- kidney dialysis equipment;
- splints, casts, catheters, and hypodermic needles;

but excluding personal comfort, convenience, exercise, safety, self-help or environmental control items, or items which may also be used for non-medical reasons, such as, but not limited to:

9. Durable Medical Equipment and Supplies (continued)

- orthotic foot devices, heating pads or lamps, communication aids, air conditioners or cleaners, and whirlpool baths or saunas.

Before incurring any major expenses you should submit details to Aetna Life to determine to what extent benefits are payable. In any event, a letter will be required from a licensed doctor (M.D.) describing the nature of the disability and the type, medical need and estimated duration of any required durable medical equipment.

10. Out-of-Province

Emergency Care

Charges, up to the Benefit Maximum, incurred while travelling or vacationing outside the covered person's home Province, provided part of the charge is payable under the covered person's Provincial Health Plan, that are:

- hospital charges, but not beyond the Hospital Maximum Stay, for:
 - room and board in excess of the ward rate under the covered person's Provincial Health Plan up to the Hospital Room and Board Limit plus user fees; and
 - other inpatient and outpatient medical services; and
- reasonable and customary charges for the area in which they are incurred, that are in excess of the amount payable under the insured person's Provincial Health Plan for:
 - a licensed doctor (M.D.);
 - professional licensed ambulance service to transport the insured person back to a hospital within his home Province, provided prior approval is obtained from Aetna Life; and
 - blood, blood products and their transfusion.

On each January 1, up to **\$1,000** of the Overall Lifetime Benefit Maximum which has been paid by Aetna Life will be restored. When a covered person's maximum is at least **\$1,000** lower than the Overall Lifetime Benefit Maximum, he may have it reinstated to the Overall Lifetime Benefit Maximum by submitting evidence of his good health satisfactory to Aetna Life.

Limitations

No amount will be paid for care, services or supplies:

- if the payment is prohibited by law;
- that a covered person may obtain as a benefit under any governmental plan or law;
- for which no charge would have been made in the absence of this coverage; or
- for dental work, except as provided under Dental Care For Accidental Injury.

No amount will be paid for any charge incurred that results from or is contributed to by:

- war, whether declared or not;
- insurrection, rebellion or participation in a riot or civil commotion;
- purposely self-inflicted injury; or
- the covered person's commission of, or attempt to commit, an assault or a criminal offence.

Extension of Benefits

If a covered person is Totally Disabled on the date coverage under these Benefits terminates, entitlement to benefits will be the same as though such coverage had not terminated, for ~~as~~ long as such person remains continuously ~~so~~ disabled, but not beyond the earlier of:

- the date such person becomes covered under any other group-type plan providing similar coverage; or
- 3 months.

Totally Disabled means:

- for an employee, that such person cannot, because of illness or injury, engage in such person's regular occupation and is not working for pay or profit; and
- for a dependent, that such person cannot, because of illness or injury, engage in most of the normal activities of a person of the same age and sex.

**COORDINATION OF BENEFITS
(HEALTH CARE AND DENTAL CARE BENEFITS ONLY)**

If a person covered under this plan is also covered under another plan, benefits under all plans are adjusted **so as** to limit the combined payment to 100% of the total allowable expense.

The manner in which this is done is to determine which plan pays first (and thus determine where to submit the claim first) and which plan(s) pays next.

The plan that does not have a coordination of benefits provision pays before the plan that does (most, if not all, Insurance Company plans have such a provision).

The plan that covers the person as:

- other than a dependent pays before the plan that covers such person as a dependent; or
- a dependent child of the parent, covered as an employee or member, whose birthday occurs first during the calendar year, pays first.

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

To implement this provision, Aetna Life may:

- subject to the consent of the covered person, if required by law, obtain from or release to any other person, corporation or organization any information deemed to be needed; or

COORDINATION OF BENEFITS (continued)

(HEALTH CARE AND DENTAL CARE BENEFITS ONLY)

- pay to or recover from any other person, corporation or organization any excess payment; any payment **so** made will be deemed to be benefits paid and, to the extent of such payments, **will** fully discharge Aetna Life from all liability under this plan.

Allowable expense means any necessary, reasonable and customary item of **expense**, at least a portion of which is covered under at least one of the **plans** covering the person for whom claim is made.

When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be deemed to be both an allowable expense and a benefit paid.

Plan means any contract of group insurance or other arrangement for members of a group (whether on an insured basis or not), prepaid health or dental care coverage, or student accident insurance.

CLAIM PROVISIONS

How to Claim

For pay-direct drug claims with a "participating" pharmacy, you need only pay the Pay-Direct Drugs Deductible to the pharmacy; the pharmacy and Aetna Life will settle the claim without involving you.

Claim forms and envelopes, for claims other than pay-direct drug claims with a "participating" pharmacy, are available from your Employer. Be sure to complete them fully, attach original bills, where applicable, to substantiate your claim and submit to Aetna Life.

For Health Care Benefits, do not submit a claim until the amount of Covered Charges exceeds the amount of any Calendar Year Deductible.

At Aetna Life's option, you may by written request direct that all or part of the benefits for Health Care and Dental Care Benefits be paid directly to the hospital or person rendering such care.

Beneficiary

For employee death benefits, you may name a beneficiary(ies) and, from time to time, change such named beneficiary(ies), subject to Provincial Law, by written request filed at:

- the headquarters of the Contractholder; or
- Aetna Life's Head Office;

to take effect as of the date such request was executed, but without prejudice to Aetna Life for any payments made before such request is received at its Head Office.

Proof of Loss

Written proof stating the occurrence, character **and** extent of loss must be submitted for each Benefit to Aetna Life within:

- 6 months after the date of death under the Death Provision for Life Insurance Benefits;
- 12 months after the date the employee ceases active work because of Total and Permanent Disability under the Disability Provision for Life Insurance Benefits;
- 6 months after the start of Disability for the Employee Weekly Disability Benefit;
- 6 months after the end of the Waiting Period for the Employee Long Term Disability Benefit; and
- 18 months after the date of the loss, but not more than 6 months after the date coverage terminates, for Health Care and Dental Care Benefits.

Legal action to recover benefits under this plan must begin within 2 years (6 years for Life Insurance) of the date of loss.

Aetna Life shall have the right and opportunity to examine any person whose injury or illness is the basis of claim, when and as often as it may reasonably require during the pendency and payment period, if any, of such claim.

The benefits described under this plan may be revised from time to time or discontinued. Detailed information about benefits or other provisions of the contract(s) or copies of those provisions may be obtained from your Employer.