

Collective Agreement

Between

Crane Plumbing Corporation
Ontario Pottery Plant

and

**GMP – Glass, Molders, Pottery, Plastics &
Allied Workers International Union**

AFL-CIO-CLC

Local 3B

Begins:

06/01/2004

Terminates:

05/31/2008

11170(03)

**ONTARIO POTTERY PLANT - LOCAL 3B
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11170 (03)

COLLECTIVE AGREEMENT

BETWEEN: CRANE PLUMBING CORPORATION ONTARIO
POTTERY PLANT

Hereinafter referred to as "the Employer" of the First Part

AND: "GMP" - GLASS, MOLDERS, POTTERY,
PLASTICS & ALLIED WORKERS
INTERNATIONAL UNION AFL-CIO-CLC LOCAL
NO. 3B

Hereinafter referred to as "the Union" of the Second Part

ARTICLE 1 - PREAMBLE

1.01 It is mutually agreed that the purpose of this Agreement is to promote co-operation and harmony between the Employer and Employee, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other, and to provide methods for fair and peaceful adjustment of all grievances, to promote efficiency in the production of quality products, set forth the basic agreements controlling rates of pay, hours of work, dispute procedures and conditions of employment.

1.02 The parties are committed to the success of the Employer. The parties commit to each other that they will co-operate to further principles of tolerance and mutual respect, as well as recognition of the value of every employee of the Employer. The parties will co-operate to provide the best possible customer service and to strive to produce quality products with minimal scrap. The parties agree that success depends on working together to improve the safe and effective performance of all employees.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the bargaining agent for all regular employees of the Employer employed at its Ontario Pottery Plant situated at 420 Sidney Street, Trenton, Ontario, save and except supervisors,

persons above the rank of supervisor, office and sales staff, laboratory personnel, quality control personnel, modellers, manufacturing engineering personnel, plant clerical personnel, students employed during school vacation periods.

2.02 The words "employee" or "employees" as used in this agreement shall mean only such employees as are included in the bargaining unit as defined in Clause 2.01.

2.03 Employees defined in Clause 2.01 not in the bargaining unit, students employed during the vacation periods excepted, shall not work on any production job which is included in the bargaining unit, except for the purpose of instruction, experimenting or in emergencies when regular employees are not available. Students employed by the Employer shall receive training for jobs on which they are to be placed.

2.04 In the event that there is new work in the plant that falls within the scope of the bargaining unit, the Employer will discuss with the Union the possibility of assigning the work to new or existing bargaining unit members.

2.05 **Gender**

In this Agreement, words using the masculine gender include the feminine and neuter; the singular includes the plural, and the plural, singular where the text so indicates.

ARTICLE 3 - MANAGEMENT OF THE PLANT

3.01 The Union recognizes that it is the Employer's exclusive right to operate and administer its affairs and to manage the operation in a manner that is consistent with the expressed provisions of this Agreement, including (for example) the following rights:

- (a) to direct the working force, to plan, direct and control operations, and to schedule working hours;
- (b) to hire and select employees from any source and to promote, demote or transfer employees;
- (c) to make and implement reasonable rules and

regulations, provided that changes to such rules and regulations will be communicated to the Union in advance;

- (d) to discipline employees for just cause (including suspension or discharge) when the employee is responsible for acts of culpable misconduct to negligence, including a violation of the Employer's rules and regulations;
- (e) to release employees because of lack of work or for any other reasons;
- (f) to introduce new and improved standards or facilities, and to change existing production methods and facilities, and to establish standards.

3.02 A disciplinary action will be removed from the record of an employee as long as he has not been disciplined for a related incident in the last twelve (12) months.

ARTICLE 4 - UNION MEMBERSHIP AND CHECK-OFF

4.01 All regular employees who are Union members at the signing of this Agreement shall, as a condition of employment, maintain their Union membership in good standing for the duration of this contract. An employee shall be considered in good standing providing he pays his regular monthly dues as defined in Clause 4.04.

4.02 All regular employees, who are not members of the Union at the date of the signing of this Agreement shall, as a condition of employment, authorize the Employer to deduct from their pay an amount equal to the local Union monthly dues, for the duration of contract.

4.03 All new employees and all students employed during the school vacation period shall pay Union dues or equivalent commencing with the month following the month of hire. New employees, on completion of their probationary period may voluntarily elect to become or refrain from becoming members of the Union. Such employees, however, shall as a condition of employment, authorize the Employer on a form approved by the Employer to deduct from their pay an amount equal to the Local Union monthly dues for the duration of the Agreement.

- 4.04** Dues are defined for the purpose of this Article as the regular Union dues in accordance with the Union's constitution.
- 4.05** Dues or equivalent deductions shall be made from the last pay cheque of each month, or on such other dates mutually agreed upon by the Employer and the Union. The money so deducted with a list of those for whom deductions were made or to be made will be remitted to the International **Secretary/Treasurer** within ten (10) days of the last deduction made in the month.
- 4.06** The Employer will provide the Financial **Secretary** of the Local with a copy of the periodic printout showing each employee's address and telephone number, with the understanding that such information is for the exclusive use of the Local Executive and the International Union.

ARTICLE 5 - DISCRIMINATION

- 5.01** The Employer and the Union agree that there will be no intimidation, interference, discrimination, restraint or coercion exercised against any person by the Employer or Union or any of their respective representatives or any employee by reason of membership or non-membership in the Union.
- 5.02** The Union agrees that except with the consent of the Employer, no agent or officer of the Union or local shall engage in any Union activities on the Employer's premises with any employee at any time.
- 5.03** It is agreed by the Union, the Employer, and each employee that they will abide by and promote the principles and provisions of the Ontario Human Rights Code. Without limitation, there will be no discrimination or harassment against any person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status family status or disability as those terms are defined and applied by the Code. The Employer will enforce this agreement, if required, by use of corrective and progressive discipline. The Employer will issue a human rights policy, after providing the union with a reasonable opportunity for input and discussion, within three months of ratification

of this Agreement.

ARTICLE 6 - SAFETY AND HEALTH

- 6.01** All employees will be responsible for observing all safety rules and regulations designated by the Employer and posted on the bulletin boards, and as otherwise required by the Occupational Health and Safety Act.
- 6.02** The Employer and the Union will co-operate in the continuing objective to eliminate accidents and health hazards.
- 6.03** Safety equipment and devices will be supplied by the Employer in those areas requiring the use of such protective measures.
- 6.04** All employees will be required to wear C.S.A. and Employer-approved standard safety shoes, as a condition of employment, the cost of which will be paid for by the Employer up to a limit of one-hundred and thirty-five dollars (\$135) per calendar year (effective date of ratification) and one-hundred and fifty dollars (\$150) per calendar year effective June 1, 2006. Such safety shoes will only be paid for by the Employer on the completion of an employee's probationary period.
- 6.05** C.S.A. and Employer-approved standard safety glasses will be provided by the Employer, and must be worn where required, as determined by the Employer.
- 6.06** If an employee requires prescription safety glasses, he will get a purchase requisition order from his supervisor. Provided that the employee has not received new prescription safety glasses within the past 24 months, the requisition will be approved and the Employer will be responsible to pay 100% of the cost of the glasses. An employee is entitled at any time to lens or frame replacement due to damage in the normal course of work. An employee is also entitled to lens replacement if proven necessary by a certified change in prescription, no sooner than 12 months after the previous requisition of new lenses or new glasses. An employee may go to the optometrist of his choice; the Employer accepts no responsibility for an employee's eye tests, checking and fitting. An employee must purchase safety glasses at a location approved by the Employer, from a reasonable

selection of frames approved by the Employer, with a selection of at least **six (6)** types of safety frames. The Employer will notify the Union in writing of the approved location. In all other respects, prescription safety glasses shall be approved and worn in accordance with Article 6.05.

- 6.07** The Employer agrees to the establishment of a plant Health and Safety Committee, consisting of three (3) hourly employees, elected or appointed by the Union, and three (3) Employer representatives, unless otherwise agreed. **All** representatives on the plant Health and Safety Committee will have at least one **(1)** year's service in the plant.
- 6.08** It is understood that the function of the plant Health and Safety Committee shall be to meet on a regular basis and hold regular safety inspection tours of the plant, to promote the plant safety rules and regulations, and to advise the plant management concerning health and safety matters, and to investigate lost-time accidents, but not to handle grievances. The Committee may also provide input into issues and cases concerning the Employer's return to work and modified work policies and programs. The Employer agrees to provide the Co-Chairperson of the Joint Health and Safety Committee with reports of cases of return to work and modified work in respect of any lost time accidents.
- 6.09** Minutes of the meetings of the Health and Safety Committee will be taken including, where possible, target dates for the completion of actions. Copies of the minutes will be distributed to the members of the Health and Safety Committee, the Local President and a copy posted on the plant bulletin boards.
- 6.10** An employee **is** entitled to refuse work that is unsafe in accordance with the Occupational Health and Safety Act.
- 6.11** All employees who are scheduled to work on the day and shift of the meeting are required to attend any all-employee safety meetings set **up** by the Employer, unless sick or absent with leave. All such meetings shall be on regular time.

ARTICLE 7 - UNION REPRESENTATION

- 7.01** The Employer recognizes the right of the Union to appoint a Union Executive (including Local President and Shop chairperson) and five (5) Stewards, plus one (1) afternoon shift Steward. Each Executive Member and Steward at the time of his appointment must be a regular employee of the Employer. Executive Members and Stewards shall be held responsible for the same quality and quantity of work as other employees. The duty of such Executive Members and Stewards shall be to represent the employees in dealing with complaints, working conditions, and the processing of grievances as outlined in the grievance procedure. Union steward representation will be as follows: Cast Shop (2) / Mould, Slip and Maintenance (1) / Shipping and Warehouse (1) / Each 12 hour shift (2).
- 7.02** The Union will inform the Employer in writing of the names of the Executive Members and Stewards, and any subsequent changes in the names of the Executive Members and Stewards. The Employer shall not recognize any Executive Members or Stewards until such notification from the Union has been received. The Employer will inform the Union in writing of the names of the members of the management team and any subsequent changes.
- 7.03** The Union will be allowed to post, on bulletin boards provided by the Employer, notices regarding matters pertaining only to the Union. All such notices are subject to the approval of the Plant Manager or his representative before being posted.
- 7.04** Employees, Stewards and Shop Chairman shall report and obtain permission from their supervisor, whenever it becomes necessary to leave their work, for the purpose of handling grievances. The Steward or the Shop Chairman who has the right to take up Union business in a department other than his own department must obtain prior permission of the foreman of that department as well as prior permission of his own foreman. The Steward and the Shop Chairman shall report back to his foreman at the time he returns to work. Failure to follow the provisions of this Clause will result in disciplinary

action.

- 7.05** No employee, including a Steward or Executive Member, shall lose pay for time spent during his normal working hours attending meetings scheduled by the Employer on the Employer's premises, or processing complaints or grievances, in accordance with Article 9, or other Union business legitimately arising out of this Agreement.
- 7.06** Time spent in Collective Labour Agreement negotiations, for a maximum of three (3) members of the Union negotiating committee will be paid for, by the Employer, on the basis of eight (8) hours per day at straight time base hourly rate, provided there is no violation of Article 8 of the Agreement.
- 7.07** Time spent by the Union negotiating committee in the conciliation or arbitration procedure will not be paid for by the Employer.
- 7.08** The Employer agrees to permit one (1) accredited International Union representative to visit the plant at a reasonable time during working hours, to meet with local Union representatives, in a location designated by the Employer. Permission for such visits must be obtained from the Plant Manager or his representative.
- 7.09** The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the Local President and the Chief Steward of the Union or designate. The Employer will provide the Chief Steward with a copy of any letter sent to an individual employee, such as a warning, notice of layoff or notice of recall.
- 7.10** The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in Article 4 - Union Membership and Check-Off. A representative of the Union, to be determined by the Local, shall be given the opportunity to provide orientation to each new employee at a mutually agreed time within regular working hours without loss of pay. Orientation shall be for a maximum of thirty (30) minutes during the first month of employment. The purpose of orientation shall be to acquaint each new employee with this Agreement

and the responsibilities of Union membership. If possible, orientation shall take place on a group basis during the "new employee" orientation.

7.11 Progressive Discipline

- (a) This clause applies to written warnings and above. All such discipline shall be imposed within five (5) business days of the time that the Employer knew or ought to have known about the infraction, subject to a mutually agreed extension, provided that the Employer has reasonable justification to go beyond the five (5) business days.
- (b) The imposition of discipline shall be in two stages:
Stage I: as the last step in the investigation, the employee who may be subject to discipline will have the opportunity to provide any further explanation, supply additional facts, or describe mitigating circumstances. Upon request of the employee, there shall be a Union Committee person present.
Stage II: the Employer will advise the employee of its decision.
- (c) The employee shall have a Union Committee person present in every case that discipline is administered at Stage II.
- (d) Any employee who is discharged by the Employer shall have the right to confer with the Union Committee person after the Stage II meeting and prior to leaving the plant premises.
- (e) In any case when a Union Committee person is not present at work to attend a Stage II meeting, and if the Employer requires an employee to leave the plant in accordance with (h) below, a meeting shall be convened the following day or as soon afterwards as a Union Committee person becomes available. Any time lost as a result of the employee being required to leave the plant shall be included as part of the suspension or discharge and would be subject to the grievance procedure. Written warnings shall be issued only when a Union Committee person is present.
- (9) Employees who have been suspended and who

exercise their right to file a grievance shall be allowed to remain at work until such grievance has been dealt with through the grievance procedure as outlined in Article 9 of the Collective Agreement, except in situations described in (h) below.

- (g) All discipline shall be for just cause and shall be administered in an equitable and good faith manner, in consideration of the circumstances of each case.
- (h) Nothing in this provision, including the right to representation by a Union Committee person, shall prevent the Employer from removing an employee from the plant immediately, and without representation or any kind of meeting, if the employee is a danger to himself or others, or is engaged in insubordinate behaviour, or in serious cases of harassment contrary to the Ontario Human Rights Code. In such case of immediate removal, a meeting shall be convened the following day or so soon afterwards as a Union Committee person becomes available.

ARTICLE 8 - STRIKES AND LOCKOUTS

- 8.01** The Union agrees that during the term of this Agreement, there shall be no strikes, sit-downs, work stoppages, slowdowns, or suspension of work, either complete or partial, for any reason by any employee or employees. There shall be no lockout by the Employer.
- 8.02** The Union agrees that neither it, nor its members, will, during the life of this Agreement, engage in any strike, picketing, or other forms of cessation, curtailment or restriction of, or interference with, production of work in or about the Employer's plant or premises. The Union further agrees that any employee who violates the provision of this Article may be subject to discipline or discharge.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01** This procedure will be followed in settlement of any disputes arising out of this Agreement.

Complaint:

If an employee considers the Employer has violated

the Agreement, he, alone, or accompanied by his Shop Steward, must submit his complaint verbally to his foreman or his representative within five (5) working days from the date of the alleged violation of the Agreement or from the date the alleged violation became known to the grievor. The foreman shall give the employee a verbal decision within two (2) working days following this meeting.

Step 1:

Failing an answer or a satisfactory settlement of the complaint, the matter shall become a grievance, and shall be committed to writing, stating in what respect the Agreement has been alleged to be violated or misinterpreted with reference to the specific clause or clauses relied upon and the nature of the relief or remedy sought. The grievance shall be submitted to the foreman by the aggrieved employee accompanied by his Steward, within five (5) working days of the date the answer was given by the foreman. The foreman will give a written answer to the Steward within two (2) working days of receiving the grievance.

Step 2:

Failing an answer or a satisfactory settlement in Step 1, the Shop Chairman shall submit the grievance to the Plant Superintendent within five (5) working days after a decision has been given by the supervisor. Within seven (7) working days of receiving the grievance, the Plant Manager, or his representative, shall hold a meeting with the Staff Officer of the Union, the Grievance Committee composed of the Shop Chairman, the Steward, and where requested, the Local President and the grievor. The Plant Manager, or his representative, shall give his written answer to the Shop Chairman, a copy to the Staff Officer of the Union, within seven (7) working days following this meeting.

9.02 Policy or group grievances initiated by the Employer or by the Union will be originated at the Second Step of the grievance procedure.

9.03 Grievances dealing with discharge shall commence with the Second Step of the grievance procedure.

- 9.04** The time limits foreseen at the various steps of the grievance procedure may be extended by mutual consent in writing by both parties.
- 9.05** Failing a satisfactory settlement, the grievance may be submitted to a Single Arbitrator.

ARTICLE 10 - ARBITRATION

- 10.01** The Party desiring Arbitration shall suggest one or more arbitrators at the same time as it notifies the other party of its intention to proceed to arbitration, which shall be within seven (7) working days after the Plant Manager or his representative rendered a decision or failed to render a decision as provided in Step 2 of the grievance procedure. Within seven (7) working days thereafter, the other party shall respond. If the parties are unable to agree upon an arbitrator within a period of fifteen (15) working days of notification of the intent to proceed to arbitration, either party may request the Minister of Labour for the Province of Ontario to appoint an arbitrator.
- 10.02** No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure, as set out in Clause 9.01.
- 10.03** The Arbitrator shall not be authorized to make any decision inconsistent with the provision of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.04** The decision of the Arbitrator shall be final and binding upon the parties and the employee(s) concerned.
- 10.05** The parties will share equally the Arbitrator's fees and expenses. Each party will pay its own costs and the fees and expenses of witnesses called by it.
- 10.06** The parties mutually desire to settle disputes without resorting to arbitration whenever possible. If arbitration is necessary, the parties desire a speedy and efficient process. To this end, the parties will try to agree in writing on some or all of the facts at least two (2) weeks in advance of the hearing. The parties should, in the process, exchange relevant documents, exhibits and other information. Nothing in this clause prevents either

party from presenting evidence at the hearing that has not been exchanged.

ARTICLE 11 - PROBATIONARY PERIOD

- 11.01** New employees shall be considered probationary until they have worked a total of 480 working hours, after which their seniority rating shall be dated from their original hiring date.
- 11.02** During their probationary period, they shall be subject to release by the Employer at any time and further, the Employer will have no responsibility for reemployment of probationary employees if they are laid off.
- 11.03** Probationary employees shall not be entitled to participate in the assignment of an overtime opportunity until all other seniority employees who are qualified and able to perform the work that is available have been offered the opportunity..

ARTICLE 12 - SENIORITY

- 12.01** The term "seniority" as used herein, shall mean accumulated service calculated from the employee's original hire date.
- 12.02** For the purpose of seniority, the length of service shall be calculated in terms of years, months, weeks, and days.
- 12.03** Effective June 1, 1986, the present seniority order for employees with the same start date remains fixed. Thereafter, where two or more employees commence employment on the same day their seniority order will be determined by the date and time the employee applied for employment as shown on his application form. The Shop Chairman will be advised beforehand of any cases where two or more employees are scheduled to start on the same date.
- 12.04** An employee will lose his seniority for any of the following reasons:
- a) If he voluntarily quits.
 - b) If he is permanently discharged.
 - c) If the employee is absent, without Employer-approved leave of absence, for three (3) consecutive

working days.

- d) If an employee has been laid off due to lack of work and does not return to work within two (2) working days after being contacted personally. When the employee cannot be contacted personally, the Employer **will** notify the employee by **Purolator** or registered mail to his last known address and he will be allowed no more than two (2) working days from receipt of such notification to report for duty.
If an employee is at work with another employer, he will not lose seniority under this section if he reports for work with the Employer within five (5) working days following his notice of recall.
- e) If an employee overstays an approved leave of absence without receiving an extension from the Employer of such leave of absence. **A** reasonable extension will be granted, provided the Employer receives from the employee, an explanation justifying **such** an extension, as soon **as** reasonably possible after the employee becomes aware that the extension may be necessary. Substantiation of the facts may be required.
- f) If an employee is laid off due to lack of work and not recalled for a period extending beyond eighteen (18) consecutive months.
- g) If an employee is absent for a period exceeding twenty-four (**24**) consecutive months on account of illness or injury, unless by the end of such **twenty-four** month period the employee can establish, with medical certification, that there is a reasonable expectation of return to work in the foreseeable future and then the employee actually returns to work in accordance with such medical certification. Employees absent due to compensable illness or injury shall have such rights to return to work as are provided by the Workplace Safety and Insurance Act.
- h) If an employee retires.

12.05

It shall be the responsibility of the employee to notify the Employer in writing promptly of any change of address and telephone number. If an employee fails to do so, the Employer will not be responsible for failure of a notice to reach such employee.

- 12.06** If an employee is transferred to a position outside of the bargaining unit, he may, at the discretion of the Employer, be transferred back to the bargaining unit with full company **seniority** at any time within eight (8) months, or any time thereafter with the consent of the Union. If the return causes a displacement of a seniority employee, then any such displaced employee shall be continued in active employment in another bargaining unit position.
- 12.07** Seniority Lists will be revised every four **(4)** months. A copy of the list will be posted in the plant. Upon request, a copy will be given to each of the Shop Chairperson, Local President and Financial/Secretary. Such lists shall state clock number, name, original hiring date (total seniority in the plant) and job classification.

ARTICLE 13 - CLASSIFICATION

- 13.01** The job titles and wage groups appear in Schedule "A".
- 13.02** In the event of a new classification or in the event of a substantial modification to an existing classification, the Employer will establish a new rate of pay after consultation **with** the Union. If the Union does not agree on the rate established by the Employer, then the matter may be processed through the grievance and arbitration procedures. The new rate ~~is~~ to be based on a comparison with existing classifications. Any wage increase that is agreed to or ordered shall be retroactive to the date that the new classification was created or the date an existing classification was substantially modified.
- 13.03** If there is new work brought into the plant, the Employer agrees to advise the Union **of** the work and to attempt to negotiate a classification and wage rate in accordance with the procedure described in Article 13/02, as well as any other terms and conditions that would encourage the Employer to use bargaining unit members to perform the work.
- 13.04** Assignments of tasks within a job classification are to be governed by **production** and customer service requirements.

When those requirements are met, the supervisor concerned will take into account all the following factors so as to optimize teamwork:

- Seniority
- Particular attributes of the employees
- Physical constraints
- Ergonomic factors
- Job rotation, where applicable
- Consensus of the team
- Equalization of workload

ARTICLE 14 - LAYOFF

14.01 When it is necessary to reduce the work force in any department, seniority will be the guiding factor. The Employer has a right to maintain a work force of employees in the department who have the qualifications and ability to perform the work that is available. Such reduction shall be as follows:

- (1) Probationary and student employees in the plant will be laid off first.
- (2) If further reductions are required after (1) above, employees in a temporary transfer situation, as described in Article 16 below, will be returned to their home position.
- (3) As further reductions in the work force are made, regular employees in the department will be displaced in reverse order of seniority.
- (4) In the event that the lay-off exceeds more than one (1) calendar month, an employee will be allowed a one-time bump of a junior employee in any department in the plant (other than skilled trades) and will be provided the necessary training for the job to which he has been bumped. It is agreed that no more than 40% of the department and no more than 25% of the active bargaining unit positions will be affected by such training in any three (3) month period. The reverse order of

seniority will be used to govern the selection of employees to be trained under this provision.

- 14.02.1** A regular employee displaced under Clause 14.01 will be able to use his seniority to displace the most junior employee in any wage group, providing such regular employee has the qualifications and ability for the job. Any employee subsequently displaced will be placed by the Employer on any job in the plant, providing such subsequently displaced employee has the qualifications and ability and greater total seniority than any employee he displaces.
- 14.02.2** If such regular employee declines, in writing, such placement by the Employer under Clause 14.02.1, he shall then become subject to Clause 14.03. Further, such employee will then lose his right to recall to other than the department to which he was assigned prior to the layoff.
- 14.03** If no work is available in 14.01, 14.02.1, or 14.02.2, the displaced employee will be laid off.
- 14.04** When a department is closed for vacation, and for the purpose of taking inventory, the provisions of Article 14 will not apply.
- 14.05** If no work is available because of fire, lack of power, Act of God, or for any other reason beyond the control of the Employer, the provisions of Article 14 will not apply.
- 14.06**
- (a) The Employer agrees to give the Shop Chairperson at least three (3) work days prior notice in writing of plant layoffs and will provide an initial list of employees to be laid off. Wherever possible, the Employer will give an employee being laid off at least two (2) work days notice of his layoff and such notice will be in conformity with the layoff provisions of the Employment Standards Act, 2000 of Ontario. The above does not apply to employees recalled, who work for less than fifteen (15) days.
 - (b) The Employer will notify an employee on a personal basis if they are to be laid off prior to the notice being posted on the notice board. This means that the Employer will personally advise any employee who is in the plant. The Employer will telephone

employees not in the plant. If an employee cannot be reached by telephone, a registered letter will be sent.

- 14.07** In the event of fifty percent (50%) or more reduction in the work force in any department, employees affected by the reduction may be laid off for a maximum period of five (5) working days without recourse to seniority. It is understood that no employee will lose more than five (5) days through application of this clause in any eight (8) month period. It is also understood that the provisions of Clause 14.06 will not apply for five (5) working days.

ARTICLE 15 - RECALL

- 15.01** Recall of employees after layoff will be in the reverse order of layoff as outlined in Clauses 14.01, 14.02.1, and 14.02.2 of this Agreement.
- 15.02** Any employee who refuses a recall, to the available classification in which he was assigned prior to layoff under Clause 14.03, will lose his seniority.
- 15.03** It shall be the responsibility of the employee to notify the Employer in writing promptly of any change of address and telephone number. If an employee fails to do so, the Employer will not be responsible for failure of a notice to reach such employee.

ARTICLE 16 - TEMPORARY TRANSFER

- 16.01** An employee temporarily assigned, at the discretion of the Employer, to a classification, shall be paid his regular base hourly rate of pay or higher. A copy of all such temporary transfers that are expected to continue for longer than one shift will be placed in the Union mailbox by the end of the first working day of the transfer.
- 16.02** A transfer shall be considered temporary, provided it does not exceed 360 hours in any eight (8) month period. During this period, such transfer will not be subject to the seniority provisions of the Agreement. If such transfer exceeds this period, it will be declared as a permanent vacancy and posted for job bidding. This clause has no application to modified work situations.
- 16.03** A vacancy created as a result of illness, injury or leave of absence, shall not be posted and may be filled at the

discretion of the Employer, except if the Employer has been formally advised that the employee will be absent for more than 360 hours and it is necessary to fill the position for that period. In such a case the Employer will post the position as a temporary vacancy and will fill it using the same criteria as outlined in Article 17.01, 17.03 and 17.04; however, any subsequent vacancies arising from this posting will be filled at the discretion of the Employer. The successful applicant for a posted temporary vacancy shall not transfer his seniority to the new classification, and he shall be returned to his former classification upon the return to work of the absent employee,

- 16.04**
- (a) The Employer will endeavour, but not guarantee, to utilize junior employees where temporary transfers are required, when possible and practical.
 - (b) Notwithstanding paragraph (a) above, if the temporary transfer is to a higher rated position, the Employer will select the employee to be transferred on the basis of seniority, subject to ability and availability to perform the work. For these purposes, an employee may be considered to have the requisite ability if s/he is familiar with the work, on basis of previous training or experience, even though the employee may not be fully qualified.
 - (c) Employees on a temporary transfer will only retain their seniority rights for the purpose of overtime rights in the department from which they have been transferred.

16.05 If there are employees on lay-off, temporary transfers of over five (5) consecutive shifts shall be offered to laid-off employees in order of the greater seniority, provided they have the qualifications and ability to perform the work that is available.

ARTICLE 17 - JOB POSTING

17.01 If a permanent job vacancy exists, or new classifications are created in any department, such openings shall be posted on the main notice board for a period of 120 consecutive hours (five consecutive days), during which time regular, qualified employees, working in

the department, or in the plant at the time of such job posting, may make application in writing to the Human Resources Manager for such job vacancy.

- 17.02** Employees shall be permitted to bid for a lower, higher, or lateral classification, and an employee shall be entitled to only one (1) transfer every six (6) months as a result of obtaining such job transfer by job posting.
- 17.03** Employees bidding for a permanent job vacancy shall be selected by the reasonable assessment of the Employer on the following factors at the time of the posting:
- (a) If there are any applicants who are designated as currently qualified, then the senior qualified applicant will be awarded the vacancy.
 - (b) Otherwise, the job shall be awarded to the senior applicant provided that he is medically fit and, with familiarization, capable of performing the essential duties of the vacancy.
 - (c) An employee may become qualified due to experience if sufficient experience is gained filling a temporary vacancy.
- 17.04** If an employee bids on a job and is accepted as per 17.03, the following procedure shall apply:
- (a) the Employer will ask the employee to sign the posting accepting the job (the "acceptance date");
 - (b) the employee may refuse to sign without consequence;
 - (c) once the employee signs, and provided that the training commences within 15 working days from the date of acceptance, s/he relinquishes all other outstanding bids and s/he will be barred for six months from the acceptance date from bidding on any other job posting, including for the same position;
 - (d) in any event, the employee may not bid on a job posting which is consequent to the job he originally bid on;
 - (e) the employee may commence the training, but decide not to complete it, in which case he may

return to his former position and the six month bar would apply from the date of return;

- (f) the employee may commence the training, but be unsuccessful, in which case the return and bar applies as per 17.04 (c) above;
- (g) the bar referred to in sub sections (e) and (9) does not apply if, by mutual agreement, the employee is placed in another position for which s/he is qualified;
- (h) s/he may succeed in the training and be confirmed in the position
- (i) If the employees successfully completes the training and is considered to be qualified, the employee can reject himself or pull his bid only for certified medical reason(s). In this event, the employee shall sign a rejection sheet at the time of notifying the Employer of his intentions. The employee shall then be returned to his previous position without delay.

17.05 When an employee's bid has been accepted in a department and he has completed 240 hours actually worked after such reclassification or 480 hours worked for Caster, Kiln Inspector and Glaze/Slip Maker, his seniority in his former classification shall cease and his total seniority shall be vested in his new classification. The Employer may extend a training period by up to 160 hours of actual work if the Employer determines that such an extension is warranted and provided that the Union consents in writing to the extension.

17.06 Nothing contained in this Article shall be construed to limit the Employer's right to hire employees from outside, if there are no qualified employees within the bargaining unit to fill the permanent vacancy available.

17.07 The Employer will advise the Shop Chairman of the name of the successful job bidder.

17.08 Casting Shop

Openings for Casting positions will be filled as follows:

- Caster (Small Bowl)

- Caster (Large Bowl)
- Caster (Lavatory)
- Caster (Tank)
- Caster (Others)

In order to become qualified as a caster for any of the job types, an employee must run a complete mould line life at the standard production rate and quality.

17.09 Within classifications there may be different shift configurations and job duties. If an opening occurs, employees within the classification will be given the opportunity to change positions before the vacancy is posted, in seniority order and subject to existing qualifications and ability. The Employer reserves the right to assign shifts with an appropriate mix of experience and ability.

17.10 Trainee

For all classifications, exclusive of casters, an employee applying for and being accepted into a trainee position will be paid twenty-five (25¢) below the classification rate during the first 480 hours of work in the classification or until he can meet with the quality and quantity quotas (standards) as established by the Employer, at which time he will be paid the rate of the classification.

ARTICLE 18 - PAID HOLIDAYS

18.01 The following days shall be considered as Paid Holidays:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day

Boxing Day

A floater, which unless otherwise agreed upon by the Employer and Union, will be observed on the workday before or after New Year's Day or Christmas Day.

- 18.02** Employees absent from work on the working day immediately preceding or following any of the Paid Holidays shall not be entitled to pay for the Holiday.
- 18.03** An employee will also not be paid for a Paid Holiday if:
- (a) he is receiving compensation from the Workers' Compensation Board; or
 - (b) he has been absent from work in excess of ten (10) working days before or ten (10) working days after the Paid Holiday for any approved reason (e.g. lay off, certified illness, leave of absence).
- 18.04** If a Paid Holiday falls within an employee's annual vacation, he will be allocated an additional day in his vacation.
- 18.05** Employees eligible for payment of a Paid Holiday will be paid on the basis of eight (8) times the applicable hourly base rate of the job to which they were assigned the day prior to the Holiday, exclusive of shift premiums and overtime.
- 18.06** If any of the holidays listed above falls on a Saturday or a Sunday (and has not been replaced by another day by statute or decree), the holiday that falls on a Sunday will be observed on the following Monday; while, at the Employer's discretion, if the holiday falls on a Saturday, such holiday will be observed either on the previous Friday or the following Monday.

ARTICLE 19 - VACATIONS

- 19.01** Vacations with pay shall be granted to all employees on the payroll of the Employer on the basis of their seniority with the Employer, as defined in Article 12, Clauses 12.01 and 12.02.
- 19.02.1** Employees with less than one (1) year of seniority as of May 1st of the current year shall be granted a vacation of one (1) day for each complete month of employment, with a maximum of ten (10) days with pay of four percent

(4%) of total earnings prior to May 1st of the current year.

19.02.2 One (1) year but less than five (5) years seniority, **as of** May 1st, two (2) weeks with vacation pay of four percent (4%) of gross earnings based **on** the previous twelve (12) month period from May 1st to April 30th.

19.02.3 Five (5) years but less than ten (10) years seniority, at any time in the calendar year, three (3) weeks with vacation pay of six percent (6%) of gross earnings based on the previous twelve (12) month period from May 1st to April 30th.

19.02.4 An employee who any time during the calendar year completes:

- Ten (10) years seniority is entitled to three (3) weeks, **plus** one (1) day of vacation at 6.4%.
- Eleven (11) years seniority is entitled to three (3) weeks, plus two (2) days vacation at 6.8%.
- Twelve (12) years seniority is entitled to three (3) weeks, plus three (3) days vacation at 7.2%.
- Thirteen (13) years' seniority is entitled to (3) weeks, plus four (4) days' vacation at 7.6%.
- Fourteen (14) years' seniority is entitled to four (4) weeks at 8%.
- Twenty-one (21) years' seniority is entitled to four (4) weeks, plus one (1) day of vacation at 8.4%.
- Twenty-two (22) years' seniority is entitled to four (4) weeks, plus two (2) days of vacation at 8.8%.
- Twenty-three (23) years' seniority is entitled to four (4) weeks, plus three (3) days of vacation at 9.2%.
- Twenty-four (24) years' seniority is entitled to four (4) weeks, plus four (4) days of vacation at 9.6%.
- Twenty-five (25) years' seniority is entitled to five (5) weeks at 10%.

19.03 Plant seniority by department will govern the selection of preferential vacation dates, provided that such preference does not prevent the Employer from having

an adequate number of employees available to efficiently operate the Plant. This procedure shall also cover any vacation dates taken during any shutdowns. The Employer will endeavour to post a notice of scheduled vacations not later than April 1st of each year.

- 19.04** All employees entitled to take their vacation as of May 1st of the current year will be subject to Clause 19.03, but all vacation credits shall be exhausted as of April 30th of the following year.

The Employer and Union agree that an employee shall take all vacation time accruing to him. If an employee has not scheduled his vacation by December 31, the Employer shall schedule the employee's vacation at a time convenient to the Employer. If an employee has not worked due to sickness, injury or layoff for a period of more than three (3) months, the employee may elect to receive payment for the vacation owed, and to forego taking further time away from work.

Employees may request vacation pay and forfeit time for earned vacation in excess of two (2) weeks.

ARTICLE 20 - HOURS OF WORK

- 20.01** The normal hours of work for Maintenance Personnel and Fork Lift Truck Operators will be any five (5) consecutive days in a six (6) day period; Monday to Saturday inclusive, continuous shift classifications excepted.

- 20.02** The normal hours of work for Spray Machine Operator, Clayware Inspector, Finished Ware Inspector, Kiln Man, Hustler, Sprayer Hand, Spray Department Hustler and Ware Stamper and Labourer employees on a continuous shift operation, will be any six (6) consecutive days in an eight (8) day period.

The Classifications listed in the first paragraph of Clause 20.02 may, also, at the discretion of the Employer, to suit production requirements, be scheduled on either of the shifts listed in Clauses 20.01 or 20.04.

- 20.03** The normal workday will be comprised of any eight (8) consecutive hours in the twenty-four (24) hour period, except for those employees on the modified twelve (12)

hour schedule set out in Schedule "F".

20.04 The normal hours of work for Casters, Mould Shop, Shipping and Receiving, Slip and Glaze, **Glost**, Labourer and Rework, will be eight (8) hours per day and five (5) days per week, Monday to Friday inclusive.

20.05 The Employer agrees to post the hours of work for each department and classification on the plant bulletin boards. If for any reason it becomes necessary to change the hours of work, the Employers shall notify the Union Committee of any changes to such hours of work before they are put into effect.

This includes the introduction of a new shift, when required by the operations.

20.06 (a) This statement of normal hours of work shall not be construed as a guarantee of any minimum, nor as a restriction of any-maximum number of hours of work per day, or per week, or of days of work per week.

(b) In the event that the Employer uses a continuous shift operation, in whole or in part, the normal hours of work set out in this Article shall be modified to accommodate the needs of the continuous shift operation.

(c) If the Employer uses a twelve (12) hour **shift** schedule on a continuous shift operation, it shall be governed by the provisions in Schedule "F".

20.07 The lunch period is not considered part of the eight (8) hours, on a one (1) or two (2) shift operation. On any three (3) shift operations, employees will be granted a twenty (20) minute paid lunch period, as pari of their eight (8) hour shift.

20.08 Employees may exchange shifts, subject to the following:

(a) they must provide sufficient advance notice to the supervisor or at least twenty-four (24) hours;

(b) the exchange must be approved by the supervisor;

(c) there can be no additional cost to the Employer as a result of the exchange;

- (d) it must be possible to accommodate the shift change in the department of the employees involved, without adverse business consequences; and
- (e) the exchange must be completed within an eight (8) week period.

ARTICLE 21 - OVERTIME

- 21.01** Hours worked in excess of forty (40) hours in a calendar week, or eight (8) hours in a workday, will be paid for at the rate of time and one-half (1½) the base hourly rate. Time lost as a result of approved leave of absence, occupational accident, or certified illness will count towards the eight (8) hours in a working day and the forty (40) hours in a working week. This provision applies except for those employees on the modified twelve (12) hour schedule set out in Schedule "F".
- 21.02** A calendar week for the purpose of Clause 21.01 is defined as the seven (7) consecutive days, Sunday through Saturday inclusive.
- 21.03** Work performed on any Paid Holiday listed in Clause 18.01 of this Agreement by any employee will be paid at the rate of double the base hourly rate, in addition to pay for the Paid Holiday at straight time, subject to Clauses 18.02 and 18.03 of this Agreement.
- 21.04** Shift premiums shall not be included in the calculations of overtime compensation.
- 21.05** It is agreed that overtime premiums will not be pyramided.
- 21.06** The Union and the employees agree they will not unreasonably refuse to work overtime when requested to do so, unless they have a valid reason. Whenever possible, the Employer will endeavour to give employees as much notice as possible of normal overtime.
- 21.07** All classifications, excepting those whose normal hours of work fall on a Sunday, will be paid overtime for work performed on Sunday, at the rate of double the base hourly rate. Overtime worked in excess of twelve (12) continuous hours in a shift will be paid at the rate of double the normal base rate. Double time will also

be paid for work beyond eight (8) continuous hours performed by employees, other than continuous shift employees, on Saturday, unless Saturday is their normal scheduled day of work, as in Clause 20.01.

21.08 Classifications listed in Clause 20.02, and working a continuous shift schedule as outlined in Clause 20.02, will be paid overtime as follows:

- 1) Subject to Clause 21.01, time and one-half (1%) for all hours worked for the sixth scheduled shift, providing such shift falls within the calendar week, but will only receive straight time pay for a sixth scheduled shift occurring in the following calendar week.
- 2) Notwithstanding Clause 21.01, for work performed on either the first or second day of rest in the classification schedule, overtime will be at the rate of double time.

21.09 Meal Allowance

If an employee works in excess of 12 continuous hours in a shift (15 hours for 12 hour shifts), and if he has not been given any notice prior to that shift of such overtime work, then he **shall** be entitled to a meal allowance of \$10.00.

21.10 Overtime will be distributed equally among qualified employees in the classification normally performing the work. There may be different overtime lists within a single classification.

Overtime which cannot be covered by qualified employees within the classification normally performing the work will be distributed equally among qualified employees, first within the classification, then outside the classification, as required by the Employer.

If the Employer attempts to contact a qualified employee, but the employee cannot be reached, is not available, or is unwilling to work overtime, then the employee shall be considered to have worked the overtime for the purpose of determining equitable distribution. This does not include employees on temporary transfer under Article 16.

The Employer will maintain records within each classification of overtime that has been, or is deemed to have been, worked. All such overtime will be charged to an employee's home classification. Records will be posted on a monthly basis. Any concerns or complaints about the record should be identified within five (5) working days from the date of the posting. As of January 1st of each year, each employee's record of overtime hours worked shall be returned to 0. The parties understand that equal distribution of overtime hours may not result in absolute equality between employees normally performing the work within a classification.

21.11 Overtime Pay Lieu Time Bank

The parties agree to a lieu time bank option for overtime, on a trial basis during the term of this collective agreement. An employee may elect to take time off in lieu of receiving overtime payment under Article 21.01. Time off will be granted at a mutually agreed time. An employee may accumulate a maximum of eighty (80) hours. All hours shall be accumulated at the applicable overtime rate. An employee may withdraw the money from the banked overtime hours upon fourteen (14) days' notice. Either party may terminate the trial period on thirty (30) days' written notice to the other, in which case any time remaining in the bank will be paid out forthwith.

ARTICLE 22 - CALL-IN PAY

22.01 Maintenance employees called in to perform additional or emergency work outside of regular working hours shall be paid not less than four hours pay at the applicable overtime rate, separate and apart from any regular pay which the employee may be entitled to receive that day. This shall not apply if there is at least eight (8) hours of notice.

22.02 The applicable overtime rate for emergency call-ins of maintenance employees on vacation will be double time. For this purpose, vacation shall be considered to commence from the beginning of the first shift absent due to vacation to the end of the last shift absent due to vacation.

22.03 Once the emergency work has been satisfactorily completed, and provided that the maintenance employee's regular shift has not commenced, the employee is free to leave the workplace.

22.04 *An* employee, other than maintenance employees, who has completed his full daily or **weekly shifts**, and who has left the plant and is called back to perform additional or emergency work, will be paid for the time **actually worked** at the applicable overtime rate. Employees called back under this clause will be guaranteed a minimum of four **(4)** hours of work at the applicable overtime rate, inclusive of their regular hours, if applicable and as long as they were called back with less than eight **(8)** hours notice.

Employees will be paid double time (2 x) for all hours worked in a scheduled week during their days off provided that an employee has worked all regular days as indicated on the shift schedule.

ARTICLE 23 - REPORTING-IN PAY

23.01 *An* employee who has not been notified in advance "not to report for work," and who reports for his regular scheduled shift, will be given at least four **(4)** hours' work, or if no work is available, he will be paid for a minimum of four **(4)** hours at his base hourly rate.

23.02 This obligation on the Employer will not prevail:

- 1) If no work is available because of If no work is available because of acts of God, floods, fires, a power shortage or a failure of power supply, or if critical supplies are not delivered due to an accident or breakdown beyond the control of the Employer.
- 2) If the employee has not kept the Employer informed of his current address and telephone number.

ARTICLE 24 - SHIFT PREMIUMS

24.01 A shift premium of forty-five cents (**45¢**) per hour for all hours worked shall be paid to all employees working on the second shift (afternoon) and a shift premium of sixty cents (**60¢**) per hour for all hours worked shall be paid to all employees working on the third shift (night).

For employees on 12 hour shifts (Schedule "F"), a shift premium of 70¢ per hour for all hours worked shall be paid to employees working on the night shift (i.e. the shift that includes 12:01 a.m.).

- 24.02** The normal afternoon shift includes all shifts commencing on or after 3:30 p.m., and the normal night shift includes all shifts commencing between 11:30 p.m. and 5:00 a.m. inclusive.

ARTICLE 25 - LUNCH PERIOD

- 25.01** A lunch period of one-half (½) hour (unpaid) will be provided for all employees (employees on a continuous shift operation excepted), the time to be designated at the discretion of the Employer.
- 25.02** On any continuous shift operation, employees will be granted a twenty (20) minute paid lunch period. For the purposes of this provision, a continuous shift operation will be limited to the employees at the work centre (machine bench, booth, etc.) which is affected; the continuous shift cycle can involve fixed or rotating shifts, seven days a week or five days, eight hour shifts or twelve hours.
- 25.03** On a twelve (12) hour shift, employees will be granted two (2) twenty (20) minute paid lunch periods at the discretion of the Employer.
- 25.04** In the event an employee is asked by the Employer to take his lunch period three-quarters (¾) of an hour later than his normally scheduled lunch period time, the employee may take his meal at the appointed time, or he may elect to either:
- (a) work through without a meal break, and leave an equivalent period before his normal quitting time, or
 - (b) work through without a meal break, which, if he works beyond normal hours of work, will result in his receiving overtime for the extra time worked.

ARTICLE 26 - REST PERIODS

- 26.01** A rest period of ten (10) minutes duration will be granted during each half-shift, the time to be designated at the

discretion of the Employer. A maximum of twenty (20) minutes wash-up time will be permitted.

ARTICLE 27 - OCCUPATIONAL ACCIDENTS

- 27.01** When an employee suffers an occupational accident on the Employer's premises during his working hours and is sent home by the Employer, such employee will be paid his base hourly rate (inclusive of shift premium) for the balance of his shift.
- 27.02** When such employee returns to work, he shall be reinstated to his former classification, provided he complies with the requirements of the Workplace Safety and Insurance Board return to work process, certifying fitness to perform the job, subject to Clauses 14.01, 14.02 and 14.03 of this Agreement.
- 27.03** An active member of the Joint Health and Safety Committee appointed by the Union will take part in the investigation made by the Employer following a lost time accident.

ARTICLE 28 - SICK LEAVE OF ABSENCE

- 28.01** An employee who leaves the workplace due to a non-work related illness or injury shall not be paid for the balance of his shift.
- 28.02** When such employee returns to work, he shall be reinstated to his former classification, provided he produces a doctor's certificate certifying total fitness, and he is able to perform his job, subject to Clauses 14.01, 14.02 and 14.03 of this Agreement.

ARTICLE 29 - LEAVE OF ABSENCE

- 29.01** A formal leave of absence without pay, for a valid reason acceptable to the Employer, may be granted for a period not to exceed six (6) calendar months provided such leave does not disturb the operations of the plant, and written application is made to and written approval obtained from the Plant Manager.
- 29.02** An employee on leave of absence will accumulate seniority during such leave.
- 29.03** When such employee returns to work, he shall be reinstated to his former classification, provided he is

able to perform the work, subject to Clauses 14.01, 14.02 and 14.03 of this Agreement.

29.04 Leave for Union Business

An employee elected or nominated by the Union to attend Union conventions or meetings may be granted a leave of absence without pay for a period not to exceed **two** (2) weeks, provided the Plant Manager is given at least one (1) week's notice in writing. Not more than **two** (2) employees in total shall be granted such leave of absence at any one time. The Union agrees the Employer can make such temporary arrangements as it deems necessary to handle the employee's work during this absence.

29.05 Leave of Absence for Permanent Union Business

In the event an employee is appointed to officially work for the Local or International Union, the employee, upon written request by the Union to the Plant Manager, shall be given a one (1) year leave of absence without pay.

ARTICLE 30 - BEREAVEMENT LEAVE OF ABSENCE

30.01.1 If a death occurs *in* the immediate family of a seniority employee, the employee will be **entitled** to up to three (3) days' leave of absence with pay (five (5) days for the employee's spouse, child or parent (limited to **two** (2) parents during the employee's employment). The leave is for the purpose of making funeral arrangements and attending the funeral and shall generally end with the day of the funeral, except in the case of spouse or child or unless the employee takes an active part in estate arrangements. Pay shall be calculated at the base hourly rate, exclusive of overtime and shift premiums. Immediate family shall mean the employee's spouse (including recorded common-law spouse), parent, step-parent, current parent-in-law, child, sibling, grandparent and grandchild.

30.01.2 Bereavement leave under similar conditions as outlined in Clause 30.01.1, for three days, shall be granted in the case of the death of an **employee's** father-in-law and/or mother-in-law.

30.02 An employee seeking bereavement leave shall notify his

immediate supervisor, the Human Resources Manager or the Plant Manager.

ARTICLE 31 - JURY DUTY

- 31.01** An employee who is called for jury service shall be excused from work for the days on which s/he serves, and s/he shall receive, for each such day of jury service on which s/ he otherwise would have worked, the difference between his normal day's pay (exclusive of overtime and shift premiums) and the payment s/he receives for jury service. The employee will present proof of service and the amount of pay received therefor. Employees required to serve as witnesses for the Crown shall be compensated as outlined in the first sentence of this Clause.

ARTICLE 32 - AGREEMENTS

- 32.01** The Union agrees that this Agreement constitutes the entire Agreement between the parties and that any and all previous Agreements, Supplementary Agreements, Letters of Intent, Understandings, etc., whenever made and whether or not reduced to writing, are hereby cancelled; and that, effective upon the signing of this Agreement, the Employer's obligations respecting conditions of employment, working conditions and employee benefits are limited exclusively to those specifically stated in this Agreement.
- 32.02** This Agreement includes Schedules "A" to "H" attached hereto.

ARTICLE 33 - DURATION OF AGREEMENT

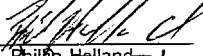
33.01 This Agreement shall become effective June 1, 2004, and shall remain in effect until May 31, 2008, inclusive, and either party will give notice in writing to enter into negotiations for the purpose of amending the Agreement within a period of not less than thirty (30) days and not more than ninety (90) days prior to such date of termination.

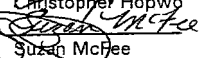
SIGNED BY THEIR DULY AUTHORIZED OFFICIALS
THIS 29th DAY OF NOVEMBER 2004.

CRANE PLUMBING
CORPORATION

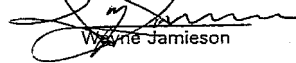
"GMP" GLASS, MOLDERS, POTTERY,
PLASTICS & ALLIED WORKERS
INTERNATIONAL UNION
AFL-CIO-CLC LOCAL NO. 3B

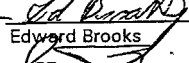

Christopher Hopwo


Phillip Holland


Suzan McFee


John Parent


Wayne Jamieson


Edward Brooks


Claude Beaudin

SCHEDULE "A"
CLASSIFICATIONS- HOURLY WAGE RATE

GROUP	JUNE 1, 2004	JUNE 1, 2005	JUNE 1, 2006	JUNE 1, 2007
1. Labourer	14.14	14.42	14.71	15.08
2. Glost Operator Hustler "B" Ware Person	14.95	15.25	15.56	15.95
3. Forklift Operator Shipper/Receiver Cast Shop Set Up Person Rework	15.10	15.40	15.71	16.10
4. Caster Trainee Glaze/Slip Maker Mould Maker Clayware Inspector Cast Shop Helper	15.30	15.61	15.92	16.32
5. Spray Spray/Clay Utility Kiln Inspector Shuttle Kiln Operator	15.72	16.03	16.35	16.76
6. Caster	16.83	17.17	17.51	17.95
7. Glost/Kiln Utility	16.47	16.78	17.11	17.51

SCHEDULE "A"

CLASSIFICATIONS - HOURLY WAGE RATE

GROUP	EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE
	2004 June 1	2005 June 1	2006 June 1	2007 June 1
<u>SKILLED TRADES</u>				
8S. Maintenance Mechanic	17.42	17.77	18.13	18.58
8S. Maintenance Helper	15.10	15.40	15.71	16.10
8SL. Licensed Mechanic	18.25	18.62	18.99	19.46
9SL. Licensed Electrician	18.85	19.23	19.61	20.10

RATE NOTES:

The following shall apply to the payment of wage rates for the first two years of seniority:

- probationary employees will be paid \$1.50 less than job rate
- following probation, and until 12 months' seniority, employees will be paid \$1.00 less than job rate
- following the first year and until 2 years' seniority, employees will be paid \$0.50 less than job rate
- all employees employed as of date of ratification in 2004 will be paid at job rate.

STUDENTS:

Effective 2005, Students will be paid at \$10.00 per hour, increasing by \$0.25 in the 3rd (as of June 1, 2006) and 4th (as of June 1, 2007) years of the Collective Agreement

TRAINEE RATE:

Twenty-five cents (25¢) per hour below job (classification) rate for the first sixty (60) days of work (exclusive of casters).

CASTER TRAINEE: Caster trainees will be paid according to the following progression schedule.

Up to 27 bowls or approximately 75% of regular full production (depending on bench configuration) - Caster Trainee Rate.

From 28 to 35 bowls or approximately 75% of full production to regular full production (depending on bench configuration) - Group 5 Rate. 36 bowls or regular full production - Caster Rate.

LEAD HAND: The Employer may designate, for a limited period, an employee to act as a lead hand as long as he accepts the assignment and that he possesses the competence and attributes required to perform the job. An employee designated to act as lead hand will receive a premium of seventy-five cents (75¢) per hour for the duration of his assignment.

SKILLED TRADES: For unlicensed skilled trades, the Employer will pay a 50¢ premium for no more than one ticket achieved in the following trades: millwright, electrician, welder and gas fitter.

For licensed skilled trades, the Employer will pay a 50¢ premium for each of no more than two tickets achieved in the above noted trades, other than the ticket of the trade of the classification in which the employee is already employed.

SPECIAL ORDERS: In the event of a reduction of the workforce, senior employees shall be allowed to bump into positions created for the purposes of modified work, i.e. special orders; however, a senior employee would only be able to bump a modified worker from his position if there were no other position into which the senior employee could bump, given his own qualifications and abilities."

SCHEDULE "B"
GROUP INSURANCE

The Employer agrees to provide the following Group Life, Weekly Indemnity, and Supplementary Hospitalization under the provisions of a Master Policy.

- (a) A Group Life insurance benefit covering insured employees in the amount of twenty-five thousand dollars (\$25,000), and an Accidental Death and Dismemberment benefit for twenty-five thousand dollars (\$25,000).

An employee retiring from the Employer to go on pension as provided in the Pension Plan shall have his life insurance coverage reduced to three thousand dollars (\$3,000), which shall continue without cost to the employee.

- (b) A Weekly Indemnity benefit of **sixty** percent (60%) of the total weekly earnings to a maximum of, the lesser of, either three hundred and eighty-four dollars (**\$384**) per week or such **maximum** adjusted E.I. benefit, for a maximum period of **fifteen** (15) weeks, payable on the first (1st) day of disability from non-occupational accidents, first (1st) day of hospitalization, and on the eighth (8th) day of disability resulting from sickness. The Employer agrees to qualify this plan under the terms of the Employment Insurance **Commission** (E.I.) Premium Reduction Benefit Program. The Union and the employees agree that the Employer will be entitled to the full employer/employee E.I. reduction benefit (12/12ths).

- (c) A Supplementary Hospitalization benefit at standard semi-private level for as long as the Ontario Health Insurance Plan pays the basic cost.

- (d) The Employer will provide an Extended Health benefit based on eighty percent (80%) coinsurance of eligible expenses. The details of the Plan as contained in the Master Policy will be summarized in a booklet to be issued to employees. There shall be no cost to the employee for this coverage.

N.B. Excluding over-the-counter drugs.

The Employer will cooperate with the Union to make special arrangements with the insurer in cases of special need. In addition, the Employer will provide administrative assistance to an employee who requests it to ensure prompt filing and payment of claims.”

The employee’s monthly premium for Group Life, Weekly Indemnity and Supplementary Hospitalization for the duration of this Agreement will be four dollars (\$4.00) per month.

There shall be no material changes to the specified benefits provided for during the life of this agreement; however, the Employer maintains the right to change benefits carriers, provided that the new carrier continues to *offer the* specified benefits at the same level of coverage.

Voluntary Supplementary Life Insurance

An employee may elect to obtain twenty-five thousand dollars (\$25,000) Supplementary Life Insurance and A.D. & D. coverage at an employee **cost** at the same rate available to non bargaining employees without medical evidence of insurability, if requested.

- (a) within thirty (30) days of the signing of this Agreement; or commencing employment;
- (b) within thirty (30) days of the employee’s wedding date;
- (c) within thirty (30) days of the **birth** of a dependent child; or with medical evidence **of** insurability.

Coverage would start on the first of the month following first premium deduction. This insurance would be subject to the Master Policy provisions.

EMPLOYER HEALTH LEVY (EHL)

The Employer agrees to pay the monthly premiums for employees covered under the Employer Health Levy or its equivalent, commencing with the month the employee completes his probationary period.

DENTAL PLAN

- (a) Employer administered
- (b) Co-pay: 50/50 Employee/Employer paid

- (c) Increase and/or reduction in rates to be equally shared by both parties
- (d) Details of coverage provided under separate cover, including coverage to a combined maximum of \$1500 for the following:
- diagnostic/preventative (85% coverage)
 - restorative (85% coverage)
 - periodontic (85% coverage)
 - endodontic (85% coverage)
 - denture, bridge, crown (65% coverage)
- (e) Orthodontics coverage shall be up to \$1,200 lifetime per family member (60% coverage).

VISION CARE

Reimbursement of up to \$100 each 24 months (\$140 effective June 1, 2005) for an employee who purchases prescription eye-wear, on presentation of receipt.

SCHEDULE "C"

PENSION PLAN

The Pension Plan (the terms of which are contained in a separate Agreement) by reference herein is made part of this Agreement. A summary of the terms follows; however, the terms and conditions of the separate Agreement are paramount.

The Pension Plan became a defined contribution plan effective January 1, 1997. Pension benefits accrued to that date were determined on the basis of \$13 per month per year of service; effective January 1, 1997, the value of accrued pension benefits were converted into a lump sum and deposited into a defined contribution account. Since January 1, 1997, the employer has paid and will continue to pay a monthly contribution of 1% of each employee's base pay into his individual retirement account.

The employee elects at the beginning of each year the amount of employee contributions he wants to pay during the year, which may be 0, 1, 2, 3 or 4% of base pay, and which will be deposited monthly into his individual retirement account. In addition, the employer will pay into the employee's individual retirement account a supplementary monthly contribution of 25% of the employee's contribution. All such contributions are subject to any applicable legal maximum levels.

An employee may elect to allocate his individual retirement account to different investment vehicles, which are at present:

- diversified fund
- Canadian equity fund
- short-term fund
- money market fund
- foreign equity fund
- balanced fund
- fixed income fund
- guaranteed interest accounts

The Plan is currently part of the Crane Plumbing Trusteed Pension Plan which also covers Canadian non-unionized employees. In order to finance these improved benefits, the Trusteed Pension

Plan will be split to create a new stand-alone pension plan for Ontario Pottery unionized employees, which will be in a surplus position. Above employer contributions will be paid to individual accounts directly from the surplus. When the surplus will be exhausted, the employer will pay employer contributions from its general revenues.

The Plan will remain a registered pension plan and will stay covered by the Ontario Pension Benefits Act. Therefore, minimum compliance rules will continue to apply.

The employee becomes vested in the employer contributions after two years of plan membership. Years of membership completed in the current plan are taken into account. Employee contributions are immediately vested to the employee. During periods of absence such as sickness, disability, work injury, both the employer and the employee will continue to pay their contributions at the rate effective at the beginning of the absence period. Rules, conditions and limits for the payment of contributions during such periods will be similar to those stated in the current Plan text for the accumulation of service during periods of absence.

All references to the Plan in this document must be interpreted as a reference to the text of the Pension plan for employees of Crane Plumbing who are eligible to be members of Local 3B of "GMP" - Glass, Molders, Pottery, Plastics and Allied Workers International Union AFL-CIO-CLC (Plan No. 4, Part 2), as restated as of December 1993.

SCHEDULE "D"

TECHNOLOGICAL AND ORGANIZATIONAL CHANGES

The Employer and the Union agree to co-operate in bringing in technological and organizational changes during the life of this agreement. They recognize the need to improve the overall performance of the Plant in order to ensure its future.

Improvement will come from the employees and their commitment and involvement with their job and the Plant, regardless of status or rank. Improvements will also come from technological and organizational changes and they must be implemented in a context of co-operation between Union and Management.

A committee of three (3) employees representing Management and three (3) employees representing the Union will be created to channel improvement initiatives and to help in implementing them. The Committee will also work in co-operation with the proper authorities and within the framework of the Industrial Adjustment Service. The role of the Committee is to make recommendations to the Plant Manager on productivity improvement initiatives.

At the departmental level, the creation of Task Forces to address specific problems and to resolve them will be encouraged and will be supported by proper training in problem solving techniques.

IMPLEMENTATION

The Plant is committed to technological and organizational changes to the process and methods.

Technological and organizational changes mean the introduction of equipment or process different in nature, type, or quantity from that previously utilized.

Before the introduction of a technological or organizational change that would affect the rights of employees, conditions of employment, wage rates or workload significantly, the Employer will notify the Union and will discuss ways to help minimize their impact on the employees concerned. It is understood, however, that the Union retains the right to grieve an Employer decision it deems contrary to this agreement.

Employees whose current position is eliminated as a result of a technological or organizational change would be covered by

Articles 14 and 15 on Layoff and Recall and will be given proper training to acquire the necessary skills to perform his new duties, provided he meets the requirements of the position.

An employee whose current position is substantially changed as a result of a technological or organizational change will have the right to keep his job or to use the provision of Article 14 if **he** elects to leave it.

An employee actually laid off **as** a result of a technological or organizational change will be entitled to a severance allowance equal to one (1) week of salary per year of service, up to a maximum of thirty (30) weeks, notwithstanding his decision not to exercise his bumping rights, but only after waiving his recall rights. Severance entitlement will also apply in the event of a partial or full plant closure.

The Committee will also be asked to come up with recommendations to minimize the impact of layoffs caused by technological or organizational changes (ex. early retirement, retraining, job search support, etc.).

SCHEDULE “ E

PERFORMANCE BONUS

The Employer and the Union believe that results happen through people and that all employees should share in the productivity and quality gains that will be achieved by technological and organizational improvements.

To this end, a bonus program has been created for the duration of this agreement.

The program will be based on performance indicators which may change from year

to year. Performance bonus will be calculated and paid on a monthly basis.

The Employer will inform the Union by November 1st of each year, of the objectives and criteria for the following year.

SCHEDULE "F"

12 HOUR SHIFTS

PREAMBLE:

This schedule will reflect the hours of work for employees working 12 hour continuous shifts. Unless otherwise indicated hereafter, the clauses of the collective agreement shall prevail.

1. Permanent Twelve (12) Hour Schedule

Either party may cancel the permanent twelve (12) hour shift schedule by providing the other party with appropriate written notice to take effect no sooner than one complete cycle (28 days) later.

2. Normal Hours of Work

The normal work day will consist of twelve (12) consecutive hours in any twenty-four (24) hour period. Employees will be required to perform twelve (12) hours of active and gainful work per day.

The normal work cycle consists of four (4) weeks, each week alternating between thirty-six (36) and forty-eight (48) hours of work per week. Thus, each work week averages out to forty-two (42) hours per week or 168 hours per cycle.

3. Replacements (On Call)

Other than for the employee on call, and except as specifically set out in this provision, overtime will be established in accordance with Articles 21.06 and 21.09.

Every employee on twelve (12) hour shift agrees to be available on call in his turn, during his days off in order to replace other twelve (12) hour shift employees who are absent from work.

Overtime to replace employees who inform the Employer of their absence twelve (12) hours or less prior to the start of their shift will be offered in the following sequence.

- a. Employees on call.
- b. Employees off shift but in the department, in

- order of lowest overtime hours (call-in sheet).
- c. Qualified employees from outside the department.

This sequence is not intended to cover overtime of less than two (2) hours in duration. In such cases, the Employer will offer any overtime to employees on the nearest adjacent shift, on a voluntary basis, in order of lowest overtime hours (call-in sheet). For the purposes of this provision, "voluntary" means that an employee who refuses the overtime will not be charged with the hours.

If an employee informs the Employer of an absence more than twelve (12) hours prior to the start of their shift, and if overtime is required, then the Employer would proceed to Step b in the sequence.

The employee on call may only refuse the overtime for a valid reason, such as certifiable illness, bereavement or that s/he has just finished working a replacement shift. If the employee on call does not respond to within (30) minutes of being called or refuses for an invalid reason, s/he will be charged with the overtime hours, and the Employer would proceed to Step b in the sequence. The only other person to be charged with the overtime hours will be the person who actually works the hours.

An employee who works overtime in accordance with this provision will be paid for all hours worked at the applicable overtime rate. Article 22.04 does not apply.

Overtime will be defined for the purpose of equalization as hours worked above and beyond regularly scheduled hours.

All other overtime will be offered to employees normally performing the work in the department on the basis of equalization of overtime hours as well as the employee's ability to perform the requirements of the job.

The shift schedule will indicate which employee is on call. A minimum of two (2) employees will be on call per day. Each employee on call will be given a pager. Any changes to the established schedule, including those on call must be approved in advance by the Employer. Replacements in the event of long term absences will be filled as per 16.03. Furthermore, insofar as not all employees are qualified to perform all of the duties in the department concerned, at least one (1) employee by job classification must be available to be on call (e.g. one (1) Kiln Inspector and one (1) Glost Operator).

4. Overtime

Employees will be paid time-and-one-half (1.5 x) for all hours worked in excess of twelve (12) hours in a work day.

Employees will be paid double time (2 x) for all hours worked in excess of sixteen (16) hours in a work day.

Employees will be paid time-and-one-half (1.5 x) for all hours worked in excess of 160 hours in a work cycle of four (4) consecutive weeks.

Employees will be paid double time (2 x) for all hours worked during a paid holiday in addition to the paid holiday of eight (8) hours at straight time.

In any event, any employee who has not worked all of his regular weekly scheduled days as indicated in his shift schedule, if required to work on a day off, will work at regular straight time unless his absence can be clearly established as being for legitimate reasons.

Employees will be paid double time (2 x) for all hours worked in a scheduled week during their days off provided that an employee has worked all regular days as indicated on the shift schedule.

5. Paid Holidays

Employees eligible for payment of a paid holiday will be paid on the basis of eight (8) times the applicable hourly base rate of the job in which they were assigned the day prior (closest) to the holiday, exclusive of shift premiums and overtime.

Employees who are normally scheduled to work on any paid holiday, who are available to work and who are directed not to work by the Employer shall be entitled to be paid for the paid holiday on the basis of twelve (12) times the applicable hourly base rate.

Work performed on any paid holiday by any employee will be paid at the rate of double the base hourly rate in addition to pay for the paid holiday at straight time.

Employees absent from work on the nearest scheduled working day preceding or following the paid holiday shall not be entitled to pay for the holiday.

6. **Vacation**

Vacation entitlement will be calculated on an hourly basis with one week of vacation under Article 19 equal to forty **(40)** hours of vacation time entitlement and one day of vacation equal to eight **(8)** hours of vacation time entitlement. The employee's shift rotation schedule will be used to determine the vacation hours used during the vacation period. Vacation pay will be paid out on a pro rata basis (hours used/vacation time entitlement x vacation pay entitlement).

SCHEDULE "G" - REPLACEMENT CASTERS

Preamble:

To avoid any loss of production and market opportunity, all casting benches should be operated to their optimum. To achieve this, the following procedure is designed to ensure replacements are there to cover off unplanned absences of caster. Unless otherwise indicated hereafter, the clauses of the collective agreement shall prevail.

Utility Caster and Back-up Caster:

Employees will be able to access these positions through the normal job posting procedures (Article 17). The position requirements are as follows:

Utility Caster:

Prior qualifications (not including temporary transfers) will be a factor in the selection process.

Her/his home bench when not replacing will be one of the high volume products.

S/he will have to perform the full tour of Caster duties, including maintaining casting areas and moulds in good order. He will also be required to train the Back-up Caster.

Back-up Caster:

Nothing in this Schedule prevents the Employer from temporarily transferring an employee into the Cast Shop for up to twenty four hours per month.

S/he will normally be assigned to replace the Utility Caster on her/his home bench.

When not assigned to the home bench of a Utility Caster as a replacement, the Backup Caster will be assigned to work with the labour crew or otherwise as required by the Employer.

The Backup Caster will be given appropriate training if necessary to learn the requirements of the job.

Remuneration:

The following pay provisions will apply:

- **Utility Caster:**

As long as the employee is assigned to the position of, and the position is required as, Utility Caster, he will receive a premium of 75¢ per hour on all hours worked.

- **Back-up Caster:**

As long as the employee is assigned to the position of, and the position is required as, Backup Caster, s/he will receive the Trainee Caster rate per hour for all hours worked in the Labour Crew or such other applicable temporary rate if higher, or the applicable caster rate for all hours worked **as** a Back-up Caster.

Changes to Agreement: .

Both parties agree to permit changes to this agreement raised by either party upon mutual agreement, in order to improve the functioning of the procedure for Replacement Casters.

SCHEDULE "H"

FORK LIFT OPERATORS

The parties are agreed to the following, subject to changes in the list from time to time.

1. Fully authorized drivers have full authorization to operate a fork lift truck and are allowed to perform any fork lift operation throughout the plant.
2. Limited authorized drivers have limited authorization to operate a fork lift truck and are only allowed to perform specific functions within their departmental duties. Some limited authorized drivers are allowed to work with skids of packed ware. Under no circumstances is a limited authorized driver allowed to use a fork lift truck to stack skids of unpacked china or load or unload trailers.

Only employees designated on the list are authorized to operate fork lift truck. Any employee not on this list who is found to be operating a fork lift truck will be subject to disciplinary action.



CLARICA™

Crane Plumbing Corporation

(Trenton Bargaining Unit Employees)

Group Policy No. 32592-5

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Your Group Insurance Booklet

Keep in a safe place

This booklet is a valuable source of information for you and your family. Please keep it in a safe place. We also recommend that you familiarize yourself with this information and refer to it when making a claim for group benefits.

Your Plan Administrator is there to help

Your plan administrator can:

- help **you** enrol in the plan
- provide you with the forms you need to claim group benefits
- answer any questions you may have

Claims and benefits information at your fingertips

For more information about your claims or group benefits, please call Clarica's toll-free number. Just dial: **1-800-948-1048**

We're on the Internet!

Learn more about group benefits by surfing Clarica's web site. There's group benefits information galore including, industry articles, news clippings, information about Clarica's products and services, what's covered by your provincial plan... and a whole lot more! Check us out!

Our address is:

<http://www.clarica.com>

Personal Information

Clarica has established a confidential, group insurance file which contains personal information on your plan membership and claims. Only Clarica employees who are responsible for underwriting, administration and investigations, or any other person whom you have authorized, will have access to your file. All files are kept in Clarica's offices.

If you wish to have access to the personal information in your file, or to have it corrected, please send a written request to:

GROUP INSURANCE PLAN SERVICE CENTRE

Clarica

1555 Peel Street Suite 1000

Montréal QC H3A 3L8

GROUP INSURANCE PLAN SERVICE CENTRE

Clarica

227 King Street South

Waterloo ON N2J 4C5

It is your responsibility to ensure any information held on your behalf is accurate and up-to-date. Whenever your personal information changes, please notify your plan administrator as soon as possible.

The statements in this booklet are only a summary of some of the provisions in the master policy. If you need further details on the provisions which apply to your group benefits you must refer to the master policy (available from your plan administrator).

Summary of Insurance

Policy Number 32592-5

Life Insurance and Accidental Death and Dismemberment Insurance

Class of Members	Benefit Formula	Maximum Benefit
Trenton Bargaining Unit Employees	--	\$25,000

Termination of Insurance: 65th birthday or retirement if earlier

Class of Members	Benefit Formula	Maximum Benefit
Trenton Bargaining Unit Employees	--	\$25,000

Termination of Insurance: 65th birthday or retirement if earlier

Class of Members	Benefit Formula	Maximum Weekly Benefit
Trenton Bargaining Unit Employees	60% of earnings	E.I. maximum*

*The E.I. maximum is equal to the current percentage of the maximum insurable earnings in force under the Employment Insurance regulations at the beginning of disability.

Basic Reductions: Workers' Compensation Act, Workplace Safety and Insurance Act or other similar legislation.

Qualifying Period

- 7 consecutive calendar days of disability, or, if shorter, the period before the 1st day the patient was admitted to a hospital as an in-patient and hospitalized overnight, or
- none if disability is due to an accidental injury caused by an unforeseen event and disability began within 30 calendar days of the initial injury

Benefit Period: 15 weeks

Termination of Insurance: 65th birthday or retirement if earlier

Part	Benefit	Deductible per family unit	Reimbursement
A	Drug	none	80%
B	Vision: *	none	80%
C	Hospital: ward to semi-private	none	100%
D	Supp. Health Care	none	80%
E	Out-of-Province Emergency and Travel Assistance	none	100%

*\$100 per eye for eyeglasses or contact lenses as a result of a surgical procedure due to cataracts.

Termination of Insurance: member's 65th birthday or retirement if earlier

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Dental Insurance

Part	Benefit	Deductible per family unit	Reimbursement	Maximum
A	Diagnostic/ Preventive	none	80%	\$1,500*
B	Restorative	none	80%	*
C	Orthodontic	none	60%	\$750**
D	Periodontic	none	80%	*
E	Denture	none	60%	*
F	Bridge	none	60%	*
G	Crown	none	60%	*
H	Endodontic		80%	*

*The maximum amount payable applies to the combined eligible expenses incurred in a calendar year under Parts A, B, D, E, F, G and H for you and for each insured dependant.

**The maximum lifetime amount payable applies to the eligible expenses incurred under Part C.

Late Entrant Maximum: If you or your eligible dependant becomes insured more than 31 days after the date you became eligible for the Dental Insurance Provision, the maximum amount payable for the combined eligible expenses of all parts incurred during the first 12 months of insurance will be limited to \$250 for you and for each insured dependant.

Termination of Insurance: member's 65th birthday or retirement if earlier

Dental Fee Guide: The applicable fee guide is the one in force for general practitioners on the day when and in the province where the expense is incurred or, for expenses incurred outside Canada, in the province of residence of the member. For expenses incurred in Alberta, or outside Canada by an Alberta resident, the applicable fee guide is the 1997 Alberta Fee Guide plus an inflationary adjustment determined by Clarica.

General Information

Eligibility

You are eligible, and continue to be eligible, to be a member while you meet all of the following conditions:

1. You are actively working for Crane Plumbing Corporation.
2. You regularly work for Crane Plumbing Corporation at least 30 hours each week.
3. You have been continuously employed by Crane Plumbing Corporation at least as long as the waiting period.
4. You are a resident of Canada

If you are classified as a contract employee, owner-operator, consultant, independent or if you are self-employed, you are not eligible to join the plan.

Waiting Period - 60 work days

You are eligible, and continue to be eligible, for dependant insurance while you meet all of the following conditions:

1. You are a member.
2. You have at least one dependant.
3. Your dependants are residents of Canada

Definitions

Dependant

means your spouse or a dependent child of you or your spouse. If Clarica does not approve evidence of insurability required for a dependant, he will not be an insured dependant.

Dependent child

means an unmarried natural, adopted, or step child who is entirely dependent on you for maintenance and support and who is

1. under 21 years of age,
2. under 26 years of age and attending a college or university full-time, or
3. physically or mentally incapable of self-support and became incapable to that extent while entirely dependent on you for maintenance and support and while eligible under 1) or 2) above.

Spouse

means the person who is married to you, except that a person of the opposite or same sex who is living with and has been living with you in a conjugal relationship will be considered to be your spouse.

Enrolment

To enrol for Supplemental Life Insurance and Supplemental Accidental Death and Dismemberment Insurance you must submit a completed enrolment form. If you enrol for an amount of Supplemental Life Insurance and Supplemental Accidental Death and Dismemberment Insurance that exceeds \$25,000 you must submit evidence of insurability.

To enrol for all other insurance, you must submit a completed enrolment card. If you have a dependant, request dependant insurance when you enrol.

If you enrol for all other benefits except Long Term Disability Insurance more than 31 days after the date you became eligible, you must submit evidence of insurability to us. If you request dependant insurance, you must submit evidence of insurability for each dependant to us.

If there are fewer than 10 members when you enrol, you must submit evidence of insurability to Clarica.

If you request dependant insurance more than 31 days after you become eligible, you must submit evidence of insurability for each dependant to Clarica.

If you have no dependant when you enrol and later acquire one, request dependant insurance, (eg. birth of first child, marriage).

If your new dependant is a common-law spouse, see your Plan Administrator to find out how to enrol for dependant insurance.

Evidence of insurability submitted to Clarica is at your expense.

Effective Date

Your insurance for all other benefits is effective on the latest of

- the first of the month coinciding with or following the date that you became eligible,
- the date that you enrol for insurance, or
- the date that Clarica approves your evidence of insurability

Your dependant insurance is effective on the latest of

- the date that you become eligible for dependant insurance,
- the date that you request dependant insurance, or
- the date that Clarica determines the insurability of all of your dependants and approves at least one dependant.

If you are absent from work on the date your insurance or your dependant insurance would be effective, then that insurance will not be effective until the date you return to active work.

Changes in Insurance

An increase in your benefits, the amount of your insurance or the amount of your dependant insurance due to change in your group benefit plan's design or a change in your classification becomes effective on the date of the change, unless you are not actively working on that day due to disease or injury.

If Clarica doesn't approve an increase in the amount of your insurance or the amount of your dependant insurance, any future increase in the non-evidence or evidence maximum benefit amount will not be effective unless evidence of insurability is approved. An increase in the non-evidence or evidence maximum benefit amount will be effective on the date Clarica approves the evidence of insurability.

If, due to disease or injury, you are not actively working on the date an increase in your benefits, the amount of your insurance or the amount of your dependant insurance would be effective, the increase becomes effective on the date you return to active work. Clarica may require evidence of insurability to establish the date that you are physically and mentally fit to return to active work. If so, the increase becomes effective on the date Clarica establishes. If Clarica doesn't approve the evidence of insurability required, the increase will not be effective.

Subrogation

Subrogation is a legal practice giving Clarica the right to be reimbursed for benefits paid to you if you have been compensated by another person who is responsible for your loss. The intent of subrogation is to limit your benefit payments to the amount you actually lost.

Let's assume a person is responsible for your disability, and is required to compensate you for any of the loss that results from your disability. If Clarica is paying or has paid your loss of income benefits, you may be receiving more income than you earned before you became disabled. In that case, you would reimburse Clarica for the loss of income benefits Clarica has paid. If you receive an amount for future loss of income, that amount will reduce your future loss of income benefits from Clarica.

Subrogation also applies to any medical and/or dental expenses you have been paid as a result of an injury caused by another person. Once you are compensated by the person who is responsible for your loss, you must reimburse Clarica.

If subrogation applies to your claim, Clarica will contact you to obtain the information required to proceed. You will be required to sign an undertaking to reimburse Clarica for any amount recovered which exceeds 100% of income or expenses. Before agreeing to a settlement of your claim, Clarica's approval must be obtained.

Comparable Coverage

If you are insured for comparable coverage under your spouse's plan, you may decline the Extended Health/Dental coverage offered under this plan. If this comparable coverage stops you will be insured for the similar coverage provided by this plan.

If your dependant is insured for comparable coverage under another plan, you may decline the dependant coverage for the Extended Health/Dental coverage offered under this plan. If this comparable coverage stops, you may request the similar coverage offered under this plan.

The insurance that replaces the comparable coverage is effective on the date that the comparable coverage stops.

If you request the dependant coverage more than 31 days after the comparable coverage stops, you must submit evidence of insurability for each dependant to Clarica. The insurance that replaces the comparable coverage is effective on the date that Clarica approves the evidence of insurability. If Clarica does not approve evidence of insurability required, the insurance will not be effective.

Termination of Insurance

Your insurance could terminate for a number of reasons. For example,

- you are no longer eligible, (i.e. you are no longer actively working),
- you reach the Termination Age,
- the provision or the policy terminates.

Your wallet certificate must be returned to your plan administrator.

Basic and Supplemental Member Life Insurance Provision

Benefit

The amount of benefit will be paid to your beneficiary upon your death. If no beneficiary has been appointed or if the beneficiary has predeceased you, payment will be made to your estate.

If you become totally disabled before age 65, your Life Insurance may be continued. Premiums for the continued insurance will be waived after you have been totally disabled from the same or related causes for six continuous months or, if you are also insured for group Long Term Disability Insurance with Clarica, when you begin receiving group Long Term Disability payments.

Claims

A death claim must be received by Clarica within 6 years of the date of death. The claimant must submit proof of the claim and the right to receive the benefit to Clarica.

If you become totally disabled and are also insured for group Long Term Disability insurance with Clarica, you must submit a disability claim along with your claim under the group Long Term Disability Insurance to Clarica.

If you become totally disabled and are not insured for group Long Term Disability Insurance with Clarica, you must submit a disability claim to Clarica after you have been totally disabled continuously for 6 months but not beyond 12 months after the date you became totally disabled.

There is a time limit for proceedings against Clarica for payment of a claim. Proceedings must be started within 1 year of Clarica's receipt of the proof of claim.

Death Benefit - Exclusion

No benefit is payable for any amount of Supplemental Life Insurance that has been in force for less than 2 years if death is due to suicide while sane or insane.

At Termination

If your Life Insurance terminates because you are no longer eligible, and this provision continues in force, you may convert it to an individual policy on your life up to the lesser of

- the amount of the insurance terminated,

- the maximum amount of insurance for which you have been insured under this provision less the total amount of individual insurance still in force on your life which was previously obtained through the Conversion Privilege of this provision, or
- \$200,000.

If your insurance terminates while this provision continues in force and you die within 31 days after termination of insurance, the amount of insurance which you could have converted to an individual policy on your life through the Conversion Privilege of this provision will be paid to your beneficiary.

If your Life Insurance terminates because this provision terminates, and you have been continuously insured under this provision for the five year period before the termination of this provision, you may convert it to an individual policy on your life up to the lesser of

- the amount of the insurance terminated less the amount of insurance in force under a new group policy that replaces this policy, or
- 3 times the Year's Maximum Pensionable Earnings as established under the Canada Pension Plan in the year that this provision terminated.

If you convert your Life Insurance, you must apply and pay the premium to Clarica within 31 days after termination of insurance.

If you have any questions about this conversion privilege, please contact your plan administrator or the nearest Clarica office.

Basic and Supplemental Member Accidental Death and Dismemberment Insurance Provision

Benefit

The amount of death benefit will be paid to your beneficiary upon your death. If no beneficiary has been appointed or, if the beneficiary has predeceased you, we will pay your estate. The amount of dismemberment benefit will be paid to you.

If a claim is submitted for Repatriation, we will pay your estate. If a claim is submitted for Occupational Training for Spouse, we will pay your spouse. If a claim is submitted for Education Benefit for Dependant Child, we will pay your dependent child.

Depending on the loss suffered by you, the amount of benefit is limited to the percentage shown in the Schedule of Losses.

Schedule of Losses

Loss of Life	100%
Hemiplegia	200%
Paraplegia	200%
Quadriplegia	200%
Loss of Both Hands, Both Feet or Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Sight of One Eye	100%
Loss of One Foot and Sight of One Eye	100%
Loss of Speech and Hearing	100%
Loss of Use of Both Hands or Both Feet	100%
Loss of Use of One Hand and One Foot	100%
Loss of One <i>Arm</i> or One Leg	75%
Loss of Use of One Arm or One Leg	75%
Loss of One Hand, One Foot or Sight of One Eye	67%
Loss of Use of One Hand or One Foot	67%
Loss of Speech or Hearing	50%
Loss of Hearing in One Ear	50%
Loss of Thumb and Index Finger of One Hand	33%
Loss of Four Fingers of One Hand	33%
Loss of Ail Toes of One Foot	25%

If you suffer more than one of the losses listed above as a result of one accident, Clarica will pay the amount of benefit for only one loss. That loss will be the highest of the losses suffered by you.

When proof is received by Clarica that you have suffered any of the losses due directly to bodily injury caused solely by an accident, the amount of benefit will be paid, provided all of the following conditions are met:

- The accident must occur while you are insured under this provision.
- The loss must **occur** within 365 days of the date of the accident.

If you become totally disabled, your Accidental Death and Dismemberment Insurance may be continued without payment of premiums as long as your Member Life Insurance premiums are waived.

Repatriation

If you suffer loss of life, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, for the preparation and transportation of your body from the place of the accident to your place of permanent residence.

The accidental death must occur at a distance of 150 kilometres or more from your place of permanent residence.

Rehabilitation

If you suffer any of the losses, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, to train you for active employment in an occupation for which you would not have engaged except for those injuries.

The expenses must be incurred within 2 years of the date of the accident.

No payment will be made for room or board or other ordinary living, travelling, or clothing expenses.

Occupational Training for Spouse

If you suffer loss of life, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, to enrol your spouse in an accredited occupational training program to qualify him for active employment in an occupation for which he would not otherwise have sufficient qualifications.

The expenses must be incurred within 3 years of the date of the accident

No payment will be made for room or board or other ordinary living, travelling, or clothing expenses.

Education Benefit for Dependent Child

If you suffer loss of life, we will pay the reasonable and customary tuition expenses to enrol your dependent child as a full-time student at a post-secondary institution provided

1. your dependent child is enrolled as a full-time student at a post-secondary institution at the time of the accident, or
2. your dependent child is a student at the secondary school level and, within 365 days of the date of the accident, he enrolls as a full-time student at a post-secondary institution.

The maximum amount of benefit payable for each year that your dependent child is enrolled as a full-time student at a post-secondary institution will be the lesser of

1. 5% of your amount of benefit, or
2. \$5,000.

The amount of benefit will be paid each year, **up** to 4 consecutive years, after we receive proof that your dependent child is enrolled as a full-time student at a post-secondary institution.

No payment will be made for:

1. tuition expenses incurred before the date of the accident.
2. room or board or other ordinary living, travelling, or clothing expenses.

A post-secondary institution includes any accredited university, colleges d'enseignement general et professionnel, trade school, community college, or private college that provides an education above the secondary school level.

Claims

A death claim must be received by Clarica ~~within~~ 6 years of the date of death. A claim for a loss must be received by Clarica within 3 months of the date of the loss. All other claims must be received by Clarica within 3 months of the date that the expense is incurred. The claimant must submit proof of claim and the right to receive the benefit to Clarica.

There is a time limit for proceedings against Clarica for payment of a claim. Proceedings must be started within 1 year of Clarica's receipt of the proof of claim.

Exclusions

No benefit is payable for a loss directly or indirectly due to

1. suicide, while sane or insane,
2. self-inflicted injuries, while sane or insane,

Basic and Supplemental Member Accidental Death and Dismemberment Insurance Provision (bi01v009)
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3. disease,
4. civil disorder or war, whether or not war was declared,
5. full-time service in the armed forces of any country,
6. injuries received while riding in, or on, or boarding or alighting from an aircraft if, when the injuries were received,
 - a. you were operating, learning to operate or serving as a member of a crew of any aircraft, or
 - b. the aircraft was being used for crop dusting, crop spraying, seeding, sky-writing, racing, testing, exploration or any other purpose except transportation.

Weekly Indemnity Insurance Provision

Benefit

The amount of weekly benefit will be paid to you when proof is received by Clarica that you are absent from active work because you are totally disabled. A benefit equal to one-seventh of the weekly benefit is payable for each full day you are totally disabled. If you are absent from active work for more than half of a day because you are totally disabled, the absence is considered one day of disability.

Benefits are payable from the later of

- the end of the qualifying period, or
- the date you are no longer entitled to receive regular earnings or benefits under a salary continuance plan or short term disability income plan.

The weekly benefit is payable concurrently with any disability benefit you are entitled to receive under the Workers' Compensation Act, Workplace Safety and Insurance Act or other similar legislation.

If you are receiving disability income or retirement income from other sources, the weekly benefit will be further reduced so that the total amount of disability and retirement income receivable by you from all sources does not exceed 100% of your weekly rate of earned income in force on the date you became totally disabled if the benefit payable to you is taxable. If your benefit payable is non-taxable, the 100% will apply to your weekly rate of earned income reduced by income tax deductions.

If your employer pays any portion of the Weekly Indemnity premium, the benefit payable to you will be taxable. If you pay 100% of the Weekly Indemnity premium, the benefit payable to you will be non-taxable.

Rehabilitation

If your disability prevents you from returning to work, Clarica may be able to assist you by providing a rehabilitation program that will help you return to the workforce. A rehabilitation program can involve vocational retraining, educational programs and trial work or part time work in a new or related field.

Partial Disability

A partial disability benefit will be paid to you if you are receiving income under an approved rehabilitation program. The partial disability benefit is your weekly benefit payable reduced by 50% of your weekly rehabilitation income. Your partial disability benefit will be further reduced so that the total amount of your income from all sources does not exceed 100% of your pre-disability income.

Example:

Assume you are earning \$500/week and have a 66 2/3% WI benefit (\$333.50). Rehabilitation income from your employer is \$200/week. There is no income from other sources.

$$\begin{aligned} &\text{Partial Disability Benefit} \\ &= \text{Rehabilitation Income} + (\text{Weekly Benefit} \\ &\quad \text{minus } 50\% \text{ of Rehabilitation Income}) \\ &= \$200 + (333.50 - \{50\% \text{ of } 200\}) \\ &= \$200 + \$233.50 \\ &= \$433.50 \end{aligned}$$

Since the partial disability benefit (\$433.50/week) does not exceed pre-disability earnings (\$500/week), there will be no reductions due to the 100% all source maximum.

If you are participating in a rehabilitation program approved by us, you continue to be considered totally disabled.

Claims

A claim must be received by Clarica within 3 months after the date you became totally disabled.

There is a time limit for proceedings against Clarica for payment of a claim. Proceedings must be started within 1 year of Clarica's receipt of the proof of claim

At Termination

If this Weekly Indemnity provision terminates while you are totally disabled, you will continue to be eligible for this benefit as if it were still in force.

Exclusions and Limitations

No benefit is payable for

- a disability due to intentionally self-inflicted injuries.
- a disability due to civil disorder or war, whether or not war was declared.

No benefit is payable during any leave of absence mutually agreed upon by you and your employer. A leave of absence due to maternity will commence on the earlier of the agreed leave date or the date of birth of the child.

No benefit is payable for loss of income due to elective cosmetic or experimental surgery unless the surgery or treatment is for accidental injuries or unless the surgery is medically necessary as determined by the provincial medicare plan in the province where you reside.

You are not considered totally disabled unless you are under the active, continuous and medically appropriate care of a physician and are following the treatment prescribed by the physician for that disability.

You are not considered totally disabled due to the use of drugs or alcohol unless you are being actively supervised by and receiving continuous treatment for that disability from a rehabilitation centre, a physician or an institution provincially designated for that treatment.

You are not considered totally disabled due to psychological disorders unless you are under the active and continuous care of a psychiatrist or registered psychologist and are following the treatment prescribed by the psychiatrist or registered psychologist for that disability.

Extended Health Insurance Provision

Benefit

You will be reimbursed when you submit proof to Clarica that you or your insured dependant has incurred any of the eligible expenses for medically necessary services required for the treatment of disease or bodily injury. To determine the amount payable, the total amount of eligible expenses you claim will be adjusted as follows:

1. the maximums described throughout the extended health benefit provisions are applied,
2. then the deductible, which must be satisfied each year, is subtracted, and
3. the reimbursement percentage is applied.

If you or your insured dependant are insured under another policy and the other policy does not contain a co-ordination of benefits clause, payment under the other policy must be made first.

If the other policy does contain a co-ordination of benefits clause, priority of payment will be attributed in the following order:

Member

1. The plan where the person is covered as a member,
2. If a person is covered under two plans, priority goes to
 - the plan where the member is a full-time employee,
 - the plan where the member is a part-time employee,
 - the plan where the member is a retiree.

Spouse

3. The plan where the person is covered as a spouse

Dependent Child

4. The plan of the parent with the earlier birthdate (month/day) in the calendar year.
5. The plan of the parent whose first name begins with the earlier letter in the alphabet, if the parents have the same birthdate.
6. In situations where parents are separated/divorced, then the following order applies,
 - the plan of the parent with custody of the dependent child,
 - the plan of the spouse of the parent with custody of the dependent child,
 - the plan of the parent not having custody of the dependent child,

- the plan of the spouse of the parent not having custody of the dependent child.

If a dental accident occurs, health plans with dental accident coverage will pay benefits before dental plans.

If priority cannot be established in the above manner, the benefits will be prorated in proportion to the amount that would have been paid under each policy had there been coverage by only that policy.

Following payment under another policy, the amount of benefit payable under this policy will not exceed the total amount of eligible expenses incurred less the amount paid by the other policy.

Claims

A claim must be received by Clarica within 18 months of the date that the expense is incurred. For the assessment of a claim, itemized bills, attending physician statements or other necessary information are required.

If your physician is recommending medical treatment that is expected to cost more than \$1,000, you should request pre-authorization to ensure that the expenses are covered.

There is a time limit for proceedings against Clarica for payment of a claim. Proceedings must be started within 1 year of Clarica's receipt of the proof of claim.

At Termination

If, on the date of termination of your insurance,

- you have a medically determinable physical or mental impairment due to injury or disease which prevents you from performing the regular duties of the occupation in which you participated just before the impairment started, regardless of the availability of work for you, or
- your insured dependant has a medically determinable physical or mental impairment due to injury or disease, is receiving treatment from a physician and is confined to a hospital or his/her home,

benefits will be payable for eligible expenses related to the impairment provided they are incurred within 90 days of the date of termination and this provision continues in force.

If you die, your insured dependant's Extended Health Insurance Benefits will be continued for 12 months without payment of premiums as long as the Extended Health insurance provision remains in force. Your dependants must contact your Plan Administrator to arrange the extension of coverage.

Exclusions

No benefit is payable for

- expenses for which benefits are payable under a Workers' Compensation Act, Workplace Safety and Insurance Act or a similar statute,
- expenses incurred due to intentionally self-inflicted injuries,
- expenses incurred due to civil disorder or war, whether or not war was declared,
- expenses for services and products, rendered or prescribed by a person who is ordinarily a resident in the patient's home or who is related to the patient by blood or marriage,
- expenses for which benefits are payable under a government plan,
- expenses for benefits which are legally prohibited by the government from coverage,
- out-of-province expenses for elective (non-emergency) medical treatment or surgery.

Guaranteed Benefit Replacement

If your Extended Health Benefit and Dental Benefit terminates and you are under age 70, you may purchase Clarica's Personal Health Insurance Guaranteed Benefit Replacement product. This coverage is different from your group plan.

To be eligible, you must

- have had **both** Extended Health and Dental Benefits with Clarica under a group plan
- apply for the Personal Health Insurance Guaranteed Benefit Replacement product within 31 days after the termination of your Extended Health and Dental Benefits, and
- pay the premium for the Personal Health Insurance Guaranteed Benefit Replacement product to Clarica within 31 days after the termination of your Extended Health and Dental Benefits.

You may cover your spouse and dependants if those family members were covered under your group plan.

If you have any questions about this product, please contact your plan administrator or the nearest Clarica office.

Extended Health - Comprehensive Drug Benefit

Eligible Expenses

Eligible expenses are the reasonable and customary charges for the following items of expense, provided they are medically necessary for the treatment of disease or injury, prescribed by a physician or dentist and dispensed by a registered pharmacist or physician:

1. drugs which legally require a prescription and are identified in the Monographs section of the current Compendium of Pharmaceuticals and Specialties as a narcotic, controlled drug, or requiring a prescription.
2. life-sustaining drugs which may not legally require a prescription and are identified in the Therapeutic Guide section of the current Compendium of Pharmaceuticals and Specialties under the following headings:
 - anti-anginal agents
 - antiparkinsonism agents
 - bronchodilators
 - antihyperlipidemic agents
 - hyperthyroidism therapy
 - parasympathomimetic agents
 - tuberculosis therapy
 - anticholinergic preparations
 - anti-arrhythmic agents
 - glaucoma therapy
 - insulin preparations
 - oral fibrinolytic agents
 - potassium replacement therapy
 - topical enzymatic debriding agents
3. drugs which are identified in the Monographs section of the current Compendium of Pharmaceuticals and Specialties as not legally requiring a prescription and which are only available for purchase at an accredited pharmacy and which, in our opinion, have a known therapeutic value.
4. injectible drugs
5. compounded prescriptions where one of the ingredients is an eligible expense.
6. needles, syringes, and chemical diagnostic aids for the treatment of diabetes.

Exclusions

No benefit is payable for

1. expenses for drugs which, in our opinion, are experimental,
2. publicly advertised items or products which, in our opinion, are household remedies,
3. expenses for contraceptives, other than oral,
4. expenses for vitamins, minerals, protein supplements and therapeutic nutrients,
5. expenses for diets and dietary supplements, infant foods and sugar or salt substitutes,
6. expenses for lozenges, mouth washes, non-medicated shampoos, contact lens care products and skin cleansers, protectives and emollients,
7. expenses for surgical supplies and diagnostic aids,
8. expenses for drugs which are used for cosmetic purposes except expenses for rogaïne which are eligible following chemotherapy,
9. expenses for drugs for the treatment of erectile dysfunction,
10. expenses for drugs for the treatment of obesity, and
11. expenses incurred under any of the conditions listed on the Extended Health Insurance Provision page as an Exclusion.

Extended Health - Vision Benefit

Eligible Expenses

Eligible expense are the reasonable and customary charges for:

1. eye examinations by an optometrist limited to one examination in a 24 month period (12 month period for an insured dependant under age 18).
2. eyeglasses or contact lenses prescribed by an Ophthalmologist as a result of a surgical procedure due to cataracts limited to a lifetime maximum of \$100 per eye.

Exclusions

No benefit is payable for

1. expenses incurred under any of the conditions listed on the Extended Health Insurance Provision page as an Exclusion.

Preferred Vision Services (PVS)

The Preferred Vision Services (PVS) vision care program enables you to purchase eyewear at savings of up to 20%. These savings are available on all frames, prescription lenses and lens add-ons at registered PVS locations. Most locations will also apply the discount to non-prescription eyewear and accessory items. This provision applies if your plan has extended health coverage. You do not have to be insured for Vision Care benefits to receive the discount.

PVS locations can be identified by calling the PVS information centre toll-free number 1-800-668-6444. You will need to show your PVS identification card or your Clarica group benefits identification certificate when you visit the practitioner. If you have vision care coverage, submit your claim to Clarica.

Extended Health - Hospital Benefit

Eligible Expenses

Eligible expenses mean reasonable and customary charges for semi-private accommodation in a hospital, limited to the difference between the charges for public ward and semi-private accommodation for each day of hospitalization.

Exclusions

No benefit is payable for

1. expenses **incurred** under any of the conditions listed on the Extended Health Insurance Provision page as an Exclusion.

Extended Health - Supplementary Health Care Benefit

Eligible Expenses

To be eligible, the expenses must be medically necessary for the treatment of disease or injury and prescribed by a physician, unless otherwise specified.

Eligible expenses are the reasonable and customary charges for the items of expense listed below.

1. the services of a registered nurse (R.N.), registered nursing assistant (R.N.A.), certified nursing assistant (C.N.A.) or licensed practical nurse (L.P.N.) when provided in the patient's home, limited to \$10,000 in a calendar year. To qualify as an eligible expense, the patient's treatment must require the level of expertise of an R.N., R.N.A., C.N.A., or L.P.N.
2. the services of the following practitioners, limited to a calendar year maximum of \$750 for each practitioner.
 - a. a physiotherapist,
 - b. a registered massage therapist,
 - c. a speech language pathologist,
 - d. a psychologist,
 - e. a chiropractor*, including one x-ray examination per calendar year,
 - f. an osteopath*, including one x-ray examination per calendar year,
 - g. a naturopath*, and
 - h. a podiatrist, or chiropodist*, including one x-ray examination per calendar year.

* physician's prescription not required.

The practitioner must be registered with the appropriate association or registry. Where applicable, expenses for practitioners' services eligible under a provincial health care plan will not be reimbursed until your expenses exceed the annual maximums under your provincial plan.

3. the services of an acupuncturist, limited to \$100 in a calendar year.
4. the services of a dental surgeon, including dental prosthesis, required for the treatment of a fractured jaw or for the treatment of accidental injuries to natural teeth if the fracture or injury was caused by external, violent and accidental means, provided the services are performed within 12 months of the accident but excluding services required in conjunction with such fracture or injury due to a condition that existed before the accident. A physician's prescription is not required.

5. licensed ground ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation.
6. emergency air ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation, and, if the patient requires the services of a registered nurse during the flight, the services and return air fare for a registered nurse.
7. orthopaedic shoes, orthopaedic modifications to shoes, and orthotics, when they are required for the correction of deformity of the bones and muscles and provided they are not solely for athletic use and are prescribed by a physician, podiatrist, chiropodist or chiropractor, limited to \$1,000 in a calendar year.
8. hearing aids and repairs to them, excluding batteries, limited to \$1,000 for eligible expenses incurred during a 5 year period.
9. trusses and crutches.
10. plaster of paris or fibreglass casts.
11. braces, provided they are not solely for athletic use.
12. artificial limbs or other prosthetic appliances
13. oxygen.
14. diagnostic laboratory and x-ray examinations.
15. blood glucose monitors for insulin dependent diabetics, limited to \$150 for eligible expenses incurred during a 5 year period.
16. rental, or purchase at our option, of durable equipment which is required for temporary therapeutic use in the patient's home and is approved by Clarica. Eligible durable equipment includes, but is not limited to, items such as:
 - a. wheel chairs,
 - b. wheel chair repairs, limited to a lifetime maximum of \$250,
 - c. walkers,
 - d. hospital beds,
 - e. traction kits
17. utilization fees on any Eligible Expense which are imposed by the government under the provincial health care plan in the person's province of residence.
18. the following hospital and medical services which are not offered in the province of residence and are performed following written referral by the attending physician in the patient's province of residence.
 - a. public ward accommodation and auxiliary hospital services in a general hospital limited to, after deducting the amount payable by a government plan, \$75 a day for 60 days in a calendar year.

- b. services of a physician limited to, after deducting the amount payable by a government plan, the level of physicians' charges in the patient's province of residence.

Items of expense incurred outside Canada are eligible only if they are not offered in any province in Canada.

19. elastic support stockings limited to two pair in a calendar year.
20. wigs and hairpieces required as a result of chemotherapy or surgery limited to a lifetime maximum of \$500.
21. private accommodation in a hospital, limited to the difference between the charges for public ward and private accommodation for each day of hospitalization.

Exclusions

No benefit is payable for

1. expenses for the services of a homemaker,
2. expenses for items purchased solely for athletic use,
3. dental expenses, except those specifically provided under Eligible Expenses for treatment of accidental injuries to natural teeth,
4. expenses incurred under any of the conditions listed on the Extended Health Insurance Provision page as an Exclusion.

Extended Health - Out-of-Province Emergency and Travel Assistance Benefit

To be insured for this benefit, you and your insured dependant must have provincial health care coverage. Expenses for hospital/medical services and travel assistance benefits are eligible if

1. they are incurred **as** a result of emergency treatment of a disease or injury which occurs outside your home province,
2. they are medically necessary, and
3. they are incurred due to an emergency which occurs during the first 60 days of travelling on vacation or business outside your home province. Your 60 days of coverage starts on the day you or your insured dependant departs from your home province.

Definitions

Emergency

means a sudden, unexpected occurrence (disease or injury) that requires immediate medical attention. This includes treatment (non-elective) for immediate relief of severe pain, suffering or disease which cannot be delayed until you or your insured dependant is medically able to return to your province of residence. For example, if you or your insured dependant has a medical condition that required treatment or a change in medication in the **three** months prior to departure, you should discuss the stability of the medical condition with your physician. If a questionable claim occurs, you will be asked to provide medical information from your physician to show that the expenses could not have been foreseen.

Family member

means you or your insured dependant.

Reasonable and customary charges

mean those which are usually made to a person without insurance for the items of expense listed under Eligible Expenses and which do not exceed the general level of charges in the area where the expense is incurred.

Relative

means your spouse, parent, child, brother or sister.

Eligible Expenses for Hospital/Medical Services

Eligible expenses mean reasonable and customary charges for the following items of expense, less the amount payable by a government plan:

1. public ward accommodation and auxiliary hospital services in a general hospital,

Extended Health - Out-of-Province Emergency and Travel Assistance Benefit (bqtops32)

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2. services of a physician;
3. economy air fare for the patient's return to his province of residence for medical treatment,
4. licensed ground ambulance service to the nearest hospital equipped to provide the required treatment, or to Canada, when the patient's physical condition prevents the use of another means of transportation,
5. emergency air ambulance service to the nearest hospital equipped to provide the required treatment, or to Canada, when the patient's physical condition prevents the use of another means of transportation, and if the patient requires a registered nurse during the flight, the services and return air fare for the registered nurse.

The maximum lifetime amount payable for the above Eligible Expenses is \$1,000,000 for you and for each insured dependant.

Expenses that are included as Eligible Expenses under Drug, Vision, Hospital or Supplementary Health Care benefits are also eligible while you or your insured dependant is travelling outside Canada. These expenses are subject to the deductibles and reimbursement percentages listed under the appropriate benefit in the *Summary of Insurance*.

Eligible Expenses for Travel Assistance Benefits

Eligible expenses mean reasonable and customary charges for the following items of expense:

1. family assistance benefits, which include reimbursement for the cost of
 - a. return transportation for insured dependent children who are under the age of 16, or who are handicapped, if they are left unattended because you or your spouse is hospitalized outside your province of residence. Clarica will arrange the transportation of the dependent child to your home, and if necessary, an escort will be provided to accompany him. The maximum payable for the return transportation is a one-way economy fare for each dependent child.
 - b. return transportation for family members, if the hospitalization of a family member prevents them from returning home on the originally scheduled, pre-paid transportation, and consequently requires them to purchase new return tickets. The extra cost of each return fare is payable to a maximum of a one-way economy fare, less any amount reimbursed for the unused, return tickets.
 - c. visit of one relative, if a family member is hospitalized for more than 7 days while travelling without a relative. This includes meals and accommodation up to a maximum of \$150 per day, and round-trip economy transportation, for one relative. These expenses are also covered when it is necessary for a relative to identify a deceased family member before the release of his body.
 - d. meals and accommodation up to a maximum of \$150 per day per family, if a **trip** is extended because a family member is hospitalized.

The combined maximum amount payable for the above family assistance benefits is \$5,000 for one travel emergency.

2. return of a deceased family member. The necessary authorizations will be obtained and arrangements made for the return of the deceased to his province of residence. The maximum amount payable for the preparation and return of the deceased is \$5,000. Preparation of the deceased includes expenses for cremation at the place of death. Return of the deceased **includes** a basic shipping container, but **excludes** expenses for burial, such as burial caskets and urns.
3. return of a vehicle. If a family member is unable to operate a vehicle (owned or rented) because he is being returned to Canada for medical treatment, Clarica will reimburse the cost of returning *this* vehicle to his province of residence, or the nearest appropriate rental agency. This benefit is also payable in the event of a family member's death. The maximum amount payable for returning the vehicle is \$1,000.

Travel Assistance Services

Out-of-province and around-the-world services are provided through World Access Canada Inc., a company specializing in emergency medical assistance for travellers. By calling the 24 hour helpline, World Access will be able to provide you and your insured dependants with the following emergency assistance services during the first 60 days of travel:

1. physician and hospital referrals,
2. on-going monitoring of medical treatment if a family member is hospitalized,
3. coordination of transportation arrangements via ground or air ambulance if it is medically necessary to return a family member to Canada or transfer him to another hospital that is equipped to provide the required treatment,
4. payment assistance for hospital/medical expenses,
5. legal referrals,
6. a telephone interpretation service,
7. a message service for you, your family, friends and business associates.

Emergency Payment Assistance

Eligible Hospital/Medical Expenses OVER \$200:

To ensure payment of these expenses,

1. **Call the 24 hour helpline immediately.** If you are physically unable to call the helpline yourself, then have a family member, travelling companion or medical personnel call for you. Simply showing your Clarica travel assistance card to a doctor, nurse or hospital personnel will **NOT** ensure payment of these expenses.
2. World Access will verify your extended health coverage and provincial health care coverage so payments can be arranged on behalf of you or your insured dependant.

3. You will be required to sign an authorization form allowing World Access to recover any amounts payable by the provincial health care plan.
4. For expenses that require a percentage paid by you, or that are not covered under this plan or the provincial health care plan, you must reimburse Clarica for the excess amount of the payment.
5. If you receive any subsequent bills for these expenses, please forward them to World Access and they will coordinate payments with the provincial health care plan and Clarica.
6. If you do not call the 24 hour helpline, or if a payment has not been arranged, follow the steps below even though the expense is over \$200.

Eligible Hospital/Medical Expenses UNDER \$200:

1. Pay for the expense as soon as it is incurred.
2. Submit your claim to the provincial health care plan for consideration.
3. Submit any unpaid amounts of your claim to Clarica.

24 Hour Helpline

If emergency assistance is needed, a 24 hour helpline is available. Multilingual coordinators at World Access can access a worldwide network of professionals who offer help with medical, legal, and other travel-related emergencies.

The 24 hour helpline can assist you and your insured dependant if you have lost your passport or visa, if you need to find a local legal advisor, or if you require telephone interpretation services. You can also call the helpline and leave important messages for family, friends or business associates; likewise, they can call the helpline and leave messages for you while you travel. World Access will hold such messages for 15 days.

When calling the 24 hour helpline, please be ready to state your Policy No., Certificate No., ID No., and Provincial Medical Insurance Plan/Health Card Number.

- **CANADA AND USA** Call toll free, **1-800-810-0183**.
- **ALL OTHER COUNTRIES:** Call collect, **519-742-6741**.
- **FAX:** **519-742-8553**.

Exclusions and Limitations

No benefit is payable for

1. expenses incurred by you or your insured dependant due to an emergency which occurs more than 60 days after departure from your province of residence,
2. expenses for the regular treatment of an injury or disease which existed before your departure or your insured dependant's departure from your province of residence,
3. expenses incurred on a non-emergency or referral basis,

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4. expenses incurred under any of the conditions listed as an Exclusion in the Extended Health Insurance Provision.

if you are covered as a retired employee, you and your insured dependants must return to your province of residence for at least 30 consecutive days before becoming eligible for another 60 days of coverage.

Due to conditions such as war, political unrest, epidemics, and geographic inaccessibility, emergency assistance services may not be available in certain countries. For more information on travelling conditions and the availability of World Access' services in a particular country, please call the appropriate 24 hour helpline.

Neither Clarica nor World Access is responsible for the availability, quality or results of the medical treatment received by you or your insured dependant, or for the failure to obtain medical treatment.

Dental Insurance Provision

Benefit

You will be reimbursed when you submit proof to Clarica that you or your insured dependant has incurred any of the eligible expenses for necessary dental services performed by a dentist. To determine the amount payable, the total eligible expenses claimed are adjusted as follows:

1. the deductible, which must be satisfied each year, is subtracted,
2. the reimbursement percentage is applied, and
3. the maximums specified in the *Summary* of insurance are applied.

If you or your insured dependant are insured under another policy and the other policy does not contain a co-ordination of benefits clause, payment under the other policy must be made first.

If the other policy does contain a co-ordination of benefits clause, priority of payment will be attributed in the following order:

Member

1. The plan where the person is covered as a member,
2. If a person is covered under two plans, priority goes to
 - the plan where the member is a full-time employee,
 - the plan where the member is a part-time employee,
 - the plan where the member is a retiree.

Spouse

3. The plan where the person is covered as a spouse.

Dependent Child

4. The plan of the parent with the earlier birthdate (month/day) in the calendar year.
5. The plan of the parent whose first name begins with the earlier letter in the alphabet, if the parents have the same birthdate.
6. In situations where parents are separated/divorced, then the following order applies,
 - the plan of the parent with custody of the dependent child,
 - the plan of the spouse of the parent with custody of the dependent child,
 - the plan of the parent not having custody of the dependent child,

- the plan of the spouse of the parent not having custody of the dependent child.

If a dental accident occurs, health plans with dental accident coverage will pay benefits before dental plans.

If priority cannot be established in the above manner, the benefits will be prorated in proportion to the amount that would have been paid under each policy had there been coverage by only that policy.

Following payment under another policy, the amount of benefit payable under this policy will not exceed the total amount of eligible expenses incurred less the amount paid by the other policy.

If you or your insured dependant incurs expenses for the services of a dentist for the treatment of accidental injuries to teeth, payment for these expenses must be made under an extended health insurance policy that includes these expenses as eligible expenses, before payment will be made under this provision.

Claims

A claim must be received by Clarica within 18 months of the date the expense is incurred. For the assessment of a claim, itemized bills, commercial laboratory receipts, reports, records, pre-treatment x-rays, study models or other necessary information are required.

If your dentist has recommended dental treatment that is expected to cost more than \$500, you must have your dentist prepare a pre-treatment plan.

There is a time limit for proceedings against Clarica for payment of a claim. Proceedings must be started within 1 year of Clarica's receipt of the proof of claim.

Exclusions and Limitations

No benefit is payable for

- expenses for which benefits are payable under a Workers' Compensation Act, Workplace Safety and Insurance Act or a similar statute,
- expenses incurred due to intentionally self-inflicted injuries,
- expenses incurred due to civil disorder or war, whether or not war was declared,
- expenses for which benefits are payable under a government plan.

Anaesthesia and laboratory procedure charges must be completed in conjunction with other services and the amount payable will be limited to the reimbursement percentage of the services they are being performed in conjunction with. Laboratory charges are also limited to 66 2/3% of the fee for the procedure in the Dental Fee Guide shown on the *Summary of Insurance*.

At Termination

If you die, your insured dependant's Dental Insurance Benefits will be continued for 12 months without payment of premiums as long as the Dental Insurance provision remains in force. Your dependants must contact your Plan Administrator to manage the extension of coverage.

Guaranteed Benefit Replacement

If your Extended Health Benefit and Dental Benefit terminates and you are under age 70, you may purchase Clarica's Personal Health Insurance Guaranteed Benefit Replacement product. This coverage is different from your group plan.

To be eligible, you must

- have had **both** Extended Health and Dental Benefits with Clarica under a group plan
- apply for the Personal Health Insurance Guaranteed Benefit Replacement product within 31 days after the termination of your Extended Health and Dental Benefits, and
- pay the premium for the Personal Health Insurance Guaranteed Benefit Replacement product to Clarica within 31 days after the termination of your Extended Health and Dental Benefits.

You may cover your spouse and dependants if those family members were covered under your group plan.

If you have any questions about this product, please contact your plan administrator or the nearest Clarica office.

Dental Insurance Provision - Diagnostic/Preventive Benefit

Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

- a. examination and diagnosis
 - oral examination,
 - limited examination,
 - recall oral examination (once every 6 months),
 - special oral examination,
 - treatment planning,
 - minor emergency treatment,
 - consultation,
 - house call, institutional call and office visit,
- b. tests and laboratory examinations
 - biopsy of oral tissue,
 - pulp vitality tests,
- c. radiographs
 - periapical (one complete series every 36 months),
 - occlusal,
 - bitewing (once every 6 months),
 - extraoral,
 - sialography,
 - radiopaque dyes to demonstrate lesions,
 - panoramic (once every 24 months),
 - interpretation of radiographs received from another source,
 - tomography,
- d. preventive services
 - dental prophylaxis (once every 6 months),
 - preventive recall package including a combination of recall examination, dental prophylaxis, and/or topical application of fluoride (once every 6 months),
 - topical application of fluoride phosphate (once every 6 months),
 - pit and fissure sealant (for persons under 19 years of age),
 - interproximal discing,
 - recontouring of teeth for functional reasons
- e. space maintainers
- f. drug injections

g. in office laboratory procedures

Exclusions

No benefit is payable for

1. expenses for cosmetic services,
2. expenses incurred for the treatment of malocclusion or for orthodontic treatment,
3. expenses for replacement of space maintainers which have been lost, stolen or mislaid,
4. expenses incurred for full mouth reconstructions, for vertical dimension correction or for correction of temporomandibularjoint dysfunction,
5. expenses incurred under any of the conditions listed on the Dental Insurance Provision page as an Exclusion or Limitation.

Dental Insurance Provision - Restorative Benefit

Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

- a. plastic fillings
 - canes control,
 - emergency procedures,
 - amalgam,
 - acrylic **or** composite resin,
 - transitional restoration **of** fractured anterior,
 - pre-fabricated restoration,
- b. periodontics
 - non surgical services,
 - occlusal equilibration (not exceeding 8 time units every year)
 - scaling (not exceeding 16 time units each year),
- c. denture repairs (repairs only)
- d. relining and rebasing of dentures
- e. surgical services
 - uncomplicated removals,
 - surgical removals and repositioning
 - surgical excision,
 - surgical incision,
 - fractures,
 - lacerations,
 - frenectomy,
 - miscellaneous surgical services,
- f. anaesthesia (if performed in conjunction with oral surgery)
 - general anaesthesia
 - neuroleptanalgesic
 - conscious sedation
- g. in office laboratory procedures

Exclusions

No benefit is payable for

1. expenses for cosmetic services,
2. expenses incurred for the treatment of malocclusion or for orthodontic treatment,
3. expenses incurred for full mouth reconstructions, for vertical dimension correction or for correction of temporomandibular joint dysfunction,
4. expenses incurred under any of the conditions listed on the Dental Insurance Provision page as **an** Exclusion or Limitation.

Dental Insurance Provision - Orthodontic Benefit

Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

- a. observation, adjustment
 - oral examination,
 - skull and facial bone survey,
 - cephalometric radiograph,
 - hand and wrist radiograph,
 - diagnostic cast,
 - surgical services,
 - observation, adjustment,
 - repairs, alterations,
 - active appliances for tooth guidance or uncomplicated tooth movement
 - retention appliances,
- b. control of oral habits
 - appliances
 - adjustments, repairs, maintenance
- c. comprehensive treatment
- d. anaesthesia (if performed in conjunction with oral surgery)
 - general anaesthesia
 - neuroleptanalgesic
 - conscious sedation
- e. in office laboratory procedures

Exclusions

No benefit is payable for

1. expenses for replacement of orthodontic appliances which have been lost, stolen or mislaid.
2. expenses incurred for full mouth reconstructions, for vertical dimension correction or for correction of temporomandibular joint dysfunction,
3. expenses incurred under any of the conditions listed on the Dental Insurance Provision page as an Exclusion or Limitation.

Dental Insurance Provision - Periodontic Benefit

Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

- a. periodontics
 - surgical services,
 - post-surgical treatment,
 - adjunctive procedures,
 - post treatment evaluation,
- b. major surgery
 - alveoplasty,
 - excision of tumor,
 - dislocations,
- c. x-rays
 - temporomandibularjoint x-rays,
- d. anaesthesia (if performed in conjunction with oral surgery)
 - general anaesthesia
 - neuroleptanalgesic
 - conscious sedation
- e. in office laboratory procedures

Exclusions

No benefit is payable for

1. expenses for cosmetic services,
2. expenses for replacement of periodontal appliances which have been lost, stolen or mislaid,
3. expenses for full mouth reconstructions, for vertical dimension correction or for correction of temporomandibularjoint dysfunction,
4. expenses incurred under any of the conditions listed on the Dental Insurance Provision page as an Exclusion or Limitation.

Dental Insurance Provision - Denture Benefit

Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

- a. partial and complete dentures
 - complete dentures,
 - partial dentures,
 - partial denture additions
- b. repairs and adjustments
 - adjustment to dentures,
 - remake partial dentures,
- c. examinations
 - oral examination,
 - diagnostic casts,
- d. in office laboratory procedures

Replacement of an existing denture or bridgework with a denture, is an eligible expense if the replacement is required to replace an existing denture which was installed at least 5 years before the replacement, limited to a **maximum** eligible expense of the value and quality of the original denture or bridgework.

The addition of teeth to an existing partial denture is an eligible expense if the addition is required to replace one or more teeth removed while the member or insured dependant is insured under *this* benefit.

Exclusions

No benefit is payable for

1. expenses for cosmetic services,
2. expenses for initial dentures to replace a tooth or teeth missing before the member or insured dependant became insured under this benefit or to replace a tooth or teeth congenitally missing,
3. expenses for replacement dentures which have been lost, stolen or mislaid,
4. expenses for prosthetic devices which are ordered while the member or insured dependant is insured under *this* benefit but are installed after termination of *this* benefit,
5. expenses for replacement of dentures and addition of teeth to existing dentures except as provided under Eligible Expenses,

6. expenses incurred under any of the conditions listed on the Dental Insurance Provision page as **an** Exclusion or Limitation.

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Dental Insurance Provision - Bridge Benefit

Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

- a. hemisection
- b. fixed bridgework
 - bridge pontics,
 - retainers,
 - other prosthetic services,
- c. repairs and adjustments
 - porcelain repairs,
 - repairs to bridges,
- d. examinations
 - oral examination,
 - diagnostic casts,
- e. anaesthesia (if performed in conjunction with oral surgery)
 - general anaesthesia
 - neuroleptanalgesic
 - conscious sedation
- f. in office laboratory procedures

Replacement of an existing denture or bridgework with bridgework is an eligible expense if the replacement is required to replace an existing denture or bridgework which was installed at least 5 years before the replacement, limited to a maximum eligible expense of the value and quality of the original denture or bridgework.

The addition of teeth to existing bridgework is an eligible expense if the addition is required to replace one or more teeth removed while the member or insured dependant is insured under this benefit.

Exclusions

No benefit is payable for

1. expenses for cosmetic services,
2. expenses for initial bridgework (including crowns and inlays forming the retainers) to replace a tooth or teeth missing before the member or insured dependant became insured under this benefit or to replace a tooth or teeth congenitally missing,
3. expenses for crowns and onlays, placed on a tooth not functionally impaired by incisal angle or cuspal damage,

4. expenses for prosthetic devices which are ordered while the member or insured dependant is insured under this benefit but are installed after termination of this benefit,
5. expenses for replacement of bridgework and addition of teeth to existing bridgework except as provided under Eligible Expenses,
6. expenses for permanent splinting,
7. expenses for full mouth reconstructions, for vertical dimension correction or for correction of temporomandibular joint dysfunction,
8. expenses incurred under any of the conditions listed on the Dental Insurance Provision page as an Exclusion or Limitation.

Dental Insurance Provision - Crown Benefit

Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

- a. crowns, inlays, onlays
 - metal inlay restorations,
 - composite inlay restorations,
 - porcelain inlay restorations,
 - porcelain/ceramic inlay restorations
 - crowns,
 - other restorative services,
- b. repairs and adjustments
 - porcelain repairs,
 - recementing crown,
- c. examinations
 - oral examination,
 - diagnostic casts,
- d. in office laboratory procedures

Replacement of an existing crown, inlay or onlay is an eligible expense if the replacement is required to replace an existing crown, inlay or onlay which was installed at least 5 years before the replacement, limited to a maximum eligible expense of the value and quality of the original crown, inlay or onlay.

Exclusions

No benefit is payable for

1. expenses for cosmetic services,
2. expenses for crowns and onlays, placed on a tooth not functionally impaired by incisal angle or cuspal damage,
3. expenses for prosthetic devices which are ordered while the member or insured dependant is insured under this benefit but are installed after termination of this benefit,
4. expenses for replacement of crowns, inlays or onlays except as provided under Eligible Expenses,
5. expenses for permanent splinting,
6. expenses for full mouth reconstructions, for vertical dimension correction or for correction of temporomandibular joint dysfunction,

7. expenses incurred under any of the conditions listed on the Dental Insurance Provision page as an Exclusion or Limitation.

Dental Insurance Provision - Endodontic Benefit

Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

- a. endodontics
 - pulpotomy,
 - root canal therapy,
 - periapical services,
 - other endodontic procedures,
 - emergency procedures,
- b. anaesthesia (if performed in conjunction with oral surgery)
 - general anaesthesia
 - neuroleptanalgesic
 - conscious sedation
- c. in office laboratory procedures

Exclusions

No benefit is payable for

1. expenses for cosmetic services,
2. expenses incurred under any of the conditions listed on the Dental Insurance Provision page as an Exclusion or Limitation.

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