

VSA

VSA LLC

- and -

National Automobile, Aerospace,  
Transportation and General  
Workers Union of Canada  
(CAW-Canada)  
and its Local 1524

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THIS AGREEMENT made effective from the 11th day of August, 2000.

BETWEEN:

**VSA, LLC**  
Kitchener, Ontario

(hereinafter called the "Company")

- and -

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW - CANADA)  
AND ITS LOCAL 1524 ("the Union")**

**Preamble:**

Viking Industries, LLC acquired certain of the assets of, Apex Metals Inc., which assets were transferred by Viking Industries, LLC to VSA, LLC on August 11, 2000; and whereas the Union and Viking Industries, LLC have agreed to certain amendments to the collective agreement between the Union and Apex Metals Inc., by written agreement dated July 3, 2000, which amendments are now incorporated into this collective agreement.

**Purpose:**

The purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees in the bargaining unit described in Article 2.

**ARTICLE 1 – MANAGEMENT RIGHTS**

**1.01** The management of the plant and the direction of the working force are vested exclusively with the Company. The Company retains the sole right to hire, retire, classify, demote, suspend, discipline, discharge, layoff, assign duties, promote and transfer employees, and to determine the starting and quitting time and the number of hours to be worked; to determine the product to be handled, produced or manufactured, the schedules of production and the methods, processes and means of production or handling to measure the operation with any of the current industrial engineering techniques for the purposes of cost control and productivity improvements. Subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided in this Agreement.

**1.02** The Union acknowledges that the Company has the right to make and alter, from time to time, reasonable rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Any changes to these rules and regulations will be meaningfully discussed with the bargaining committee before publication.

**1.03** The Company and the Union agree that in the exercise of each of their rights and in the administration of this Agreement they shall do so in a fair and reasonable manner and promote trust between the parties and work together to promote a positive labour relations atmosphere.

## **ARTICLE 2 - RECOGNITION**

**2.01** The Company recognizes the Union which is certified by the Labour Relations Board of Ontario as the sole and exclusive bargaining agent with respect to rates of pay, hours of work and other conditions of employment for all employees of Apex Metals Inc. or VSA, LLC, in Kitchener, Ontario, save and except supervisors, persons above the rank of supervisor, office and sales staff.

## **ARTICLE 3 - UNION SECURITY**

**3.01** During the term of this Agreement, the Company agrees to deduct from the pay of all employees covered by this Agreement, from the first pay of each calendar month, the regular monthly dues, as approved by the Union Constitution and By-laws, and shall remit same not later than the tenth (10th) day of the month following to the Financial Secretary of the local.

**3.02** In the case of a new employee, a deduction to cover the regular initiation fee, if applicable, shall be made along with the next regular monthly dues deduction following completion of their probationary period.

**3.03** Monthly remittances, including voluntary weekly contributions to Local **1524's** Recreation Fund, shall be accompanied by a list of bargaining unit members along

with a statement of deduction and where applicable, the reasons for no deductions being made. The list shall also indicate any employee, who has been terminated, transferred out of the bargaining unit, laid off, on leave of absence or died since the previous report.

**3.04** The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other form of liability arising out of or by reason of action taken or not taken by the Company in complying with any of the provision of this Article.

**3.05** The Company agrees to include on the employees' T-4 slip the total Union dues paid for that year.

**3.06** All present employees, new hires and probationary employees, shall, as a condition of employment, become and remain members of the Union for the duration of this Agreement, subject to Letter of Understanding #7 dated June 22, 1999.

**3.07** The Company will forward quarterly to the CAW Area Office a bargaining unit seniority list to include names, addresses, phone numbers and any changes of address.

#### **ARTICLE 4 - NO STRIKE OR LOCKOUTS**

**4.01** The Employees and the Union agree that, during the term of the agreement, there will be no strikes, slow downs, work stoppages, or any other action which will stop or interfere with production, and the Company shall not lock out is employees.

## ARTICLE 5 - NON-DISCRIMINATION

**5.01** The Company and the Union are committed to the concept that it is essential to provide a work climate that treats the individual with dignity and respect, in an atmosphere free of intimidation and harassment. The Company agrees that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by the Company, or by any of its representatives, with respect to any employee because of age, marital status, sex, race, creed, colour, national origin, political or religious affiliation, sexual orientation, handicap or their membership in the Union.

**5.02** The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Company by the Union or any of its members.

**5.03** The Company and the Union agree to observe the provisions of The Ontario Human Rights Code.

**5.04** The Company and the Union recognize the problems with all forms of harassment in the work place, especially sexual harassment, and are committed to ending it. For examples of actions that may constitute sexual harassment refer to the CAW Policy regarding "Harassment in the Work Place" (Letter No. 16, May 22, 1996). Grievances or complaints under this clause will be handled with all possible confidentiality. In the event that a grievance is resolved through relocation, every effort will be made to relocate the harasser, not the victim.



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## ARTICLE 6 – UNION REPRESENTATION

**6.01** The Union shall be represented as follows:

- a) By a Shop Committee Chairperson.
- b) i) By one (1) Committeeperson day shift.
  - ii) By one (1) Committeeperson afternoon shift.
  - iii) By a Skilled Trades Committeeperson.
- iv) By one third shift steward, who shall become a Committeeperson when the shift reaches thirty (30) people. For each additional thirty persons on the shift, one (1) additional Committee person will be added. All references to Committeeperson in this Agreement includes steward other than 6.01(c).
- v) The Chairperson and the Union Co-chair of the Joint Health and Safety Committee, shall have preferred seniority in their areas of representation.

In case of layoff the first to be laid off will be the Union Co-chair of the Joint Health and Safety Committee, and last to be laid off will be the Shop Committee Chairperson. The Chairperson will be the first to be recalled.

- vi) Each Committeeperson shall handle benefit

and WCB issues in their area. The Union will appoint three members to the pension committee.

- c) The Committeepersons and the Chairperson shall constitute the Shop Committee for the purpose of meeting with management for the administration of the collective agreement. The Committeepersons will participate in dealings with matters concerning the employees in their zone deemed necessary by the Union.
- d) The Committeepersons and the Chairperson shall be employees of the Company with seniority. If a Committeeperson or Union Health and Safety Representative is displaced from their zone or laid off, an alternate representative will be appointed.
- e) The Chairperson shall be retained on the day shift. The Chairperson shall receive the rate of pay in effect at the time of election or the rate of pay of any subsequent job posting, whichever is the greater. The Company will permit the Chairperson the necessary and reasonable amount of time during regular scheduled working hours for the purpose of conducting Union business.
- f) The Shop Committee outlined in (c) will constitute the bargaining committee for the purposes of contract negotiations with the Company.
- g) When ten (10) employees are working overtime,

at least one (1) Union representative shall be present and working and for every additional thirty (30) employees an additional Union representative shall be present and working if there is a scheduled job in operation which they are qualified to do. When less than ten (10) employees are working overtime without representation, the Chairperson shall be present and working if there is a scheduled job in operation that the Chairperson is qualified to do. Alternatively, the Chairperson and/or the Committeeperson may designate an employee who is otherwise scheduled to work on the overtime shift as his or her representative. The Company shall notify the Union of scheduled overtime for purposes of representation.

- h) The Union will have the right to appoint alternates in the absence of the Chairperson or a Committeeperson during any working hours.

**6.02** The election of Union Officers will be held on the Company premises. Prior to the election, the Chairperson and the Plant Manager will determine suitable locations, times and dates for voting as long as such time will be outside the normal working hours of the employees.

**6.03** Union Representatives will adhere to the following procedures:

- a) They must notify their supervisor or the supervisor's designated representative to leave their work for the purpose of Union business related to the collective agreement and presenting and

adjusting complaints and grievances arising in their zone or division in accordance with the grievance procedure herein and to attend any regularly scheduled meetings with the Company Representatives, or for any other meeting for which prior consent of the Plant Manager has been received. Such request shall not be unreasonably withheld. The Company will have a reasonable period of time to find a replacement when required for continuance of production.

- b) They must not enter a department or area other ~~than~~ their own, without notifying the Supervisor of such department or area, of their purpose before proceeding with the presentation or adjustment of complaints and grievances arising in their area of representation.
- c) In the application of this Article, there shall be no suspension of work by any employee without the express permission of the employee's immediate supervisor.
- d) When an employee wishes to see their Union Representative they shall notify their supervisor, who will inform their Representative of the request.

**6.04** The Union recognizes and agrees that the employees covered by this Article have regular duties to perform in connection with their employment and therefore the business of administering this Agreement will be carried out with the least possible loss of time from such regular duties.

- 6.05** a) A Union Representative will be permitted a reasonable amount of time, including overtime, where applicable, for the purpose of Union business and presenting and adjusting complaints and grievances arising in their area of representation in accordance with the grievance procedures provided herein. The Union Representative will use his/her best efforts to expedite the filing of a grievance, including obtaining the necessary information from the grievor.
- b) The National Representative, President or Vice-President of the Local Union or any other CAW REPRESENTATIVE, will be entitled to be present at meetings with management deemed necessary by the Union at the expense of the Union.
- c) When time is required during the regular shift to attend to Union business related to in-plant problems at the Union Office, the Shop Committee Chairperson will receive the prior permission of the Plant Manager, or their designate before leaving the Company premises at the expense of the Company.

**6.06** Union Representatives will be paid at their regular hourly rate plus applicable premiums.

**6.07** The Shop Committee Chairperson and Plant Manager shall arrange, in advance, all meetings effecting the plant as a whole.

**6.08** a) The hours of work for the Shop Committee Chairperson will be the hours of work scheduled

for the day shift. Access to their area of representation, at times other than those regular scheduled, will be permitted with notification to the Plant Manager or designate.

- b) The Company will grant, upon request of the Shop Committee Chairperson or the President of the Local Union, permission for up to five (5) Union members to leave the plant on Union business, without pay, providing such request is made in writing at least three (3) working days in advance. It is understood that in the event of any emergency situation, requiring less than the required notice such permission shall not be unreasonably withheld.
- c) The Union agrees to notify the Company, in writing, the names of Union representatives and local executives and any changes in the membership thereof.

**6.09** The Company shall give the Union a list of Management Personnel who will be dealing with the Union in the discharge of this Agreement and shall notify the Union of any change thereto.

**6.10** The Shop Committee shall be permitted one (1) weekly one and a half (1½) hour meeting, paid by the Company to be held on Company property at a mutually agreed time and day, for the purpose of conducting Union business. The Management Committee will meet with the Shop Committee once per week for one (1) hour on Company property at a mutually agreeable time for the purpose of discussing open issues.

**6.11** The plant Chairperson may discuss any concerns members may have with Joint Committee meetings at any time with the Management Committee. The Chairperson may attend all meetings of Company and Union personnel relating to matters, which are the subject of this Agreement.

**6.12** The Company agrees that where local Union Members are away from the plant on prior authorized Union business, wages will be paid through the normal payroll procedure at the employees' applicable rate of pay. Hours will be accrued and the Union billed for reimbursement to the Company. Advance Union authorization must be submitted in writing to the Company prior to the actual time that the employees are off the job.

#### **ARTICLE 7 – GRIEVANCE PROCEDURE**

**7.01** Individual complaints shall first be taken up orally by the employee with their Supervisor, or Supervisor involved. The Committeeperson or Steward will be present during such discussion unless the employee declines. The Supervisor shall arrange such discussions within one-half ( $\frac{1}{2}$ ) hour of the employee's request or provide reasonable explanation otherwise and arrange a mutually acceptable time for such discussion. In any event such requests will not be unduly withheld. If the problem is not resolved it may then be reduced into writing by the Committeeperson or Steward, signed by the employee if available, within two (2) full working days after the verbal answer, and shall then constitute a grievance as herein provided.

**7.02 Step No. 1:** The Union Representative shall present the written grievance to the Supervisor. The employee may be in attendance. That Supervisor shall reply to the grievance

in writing within two (2) full working days. If a satisfactory settlement is not reached, then Step No. 2 may be invoked providing such action is commenced within a further five (5) full working days after the completion of Step No. 1.

**7.03 Step No. 2:** Failing a settlement of the grievance under Step No. 1, the Shop Committee Chairperson and Committeepersons involved may then take the grievance up with the Production Manager or their designate, at a meeting arranged for that purpose within five (5) full working days. At such a meeting the National Representative or their designate, of the Union may be present if their presence is requested by either party. If a satisfactory response is not received from the Company within five (5) days, the grievance may be submitted to arbitration.

**7.04** It is agreed that all complaints must be presented within (10) full working days from the time the alleged breach became known or should have become known to the aggrieved employee or party.

**7.05** A group grievance may be submitted on behalf of two (2) or more employees. Only two (2) signatures of employees from the group are required in order to constitute a group grievance under this provision. If the group grievance proceeds to Step No. 2 of the grievance procedure, the Union shall provide the Company with a list of the employees affected at the time that the group grievance is taken up with the Production Manager or their designate.

**7.06** A Policy Grievance of the Company may be submitted in writing by the Company to the Union and a Policy Grievance of the Union may be submitted in writing by the Union to the Company, and a meeting of the parties shall be



held thereafter within a period of five (5) full working days. Such grievance of the Company to the union shall commence at Step No. 2 of the Grievance Procedure and if required by either party shall be thereafter submitted to Arbitration in accordance with the Arbitration provisions herein. Once a Policy Grievance has been resolved, it may not become a grievance of an employee unless the employee's rights per the resolve have been breached.

**7.07** It is agreed that any extension of time limits in the Grievance Procedure shall be mutually agreed upon and that agreement shall not be unreasonably withheld. The request for such extensions shall be submitted in writing and the grievance must be carried to the next step within a further five (5) working days after the agreed extension.

**7.08** Any grievance not carried to the next step by the Union within the time limits prescribed herein, or within such extensions as may have been agreed to in writing, shall automatically be considered withdrawn without prejudice. If the Company does not respond to the grievance within a ten (10) working day period at either step 1 or step 2, the grievance shall be awarded to the grievor. Such award by default shall be without prejudice or precedent to the Company. Mutually agreed to written extensions will be permitted.

#### **ARTICLE 8 – ARBITRATION**

**8.01** In the event that arbitration of a grievance which has been properly processed through the grievance procedure is desired by either party, then the other party shall be notified, in writing, not later than ten (10) full working days after the final written answer is given at Step No. 2.

**8.02** Upon receipt of notice of intent to arbitrate with a sole Arbitrator, the grievance will be presented to the Arbitrators hereinafter set out who will act in rotation in the order that their names appear. Only grievances relating to the same violation or alleged violation of this Agreement may be grouped for each arbitration hearing before the appropriate Arbitrator.

The following constitutes the current list and rotation of Arbitrators:

Professor E.E. Palmer  
Professor W.A. Rayner  
Professor Ian A. Hunter  
Martin Teplitsky, Q.C.  
Kevin Burkett

Either party to this Agreement may, with notice to the other party, delete the name of any Arbitrator, who has withdrawn their services, from the above list. Following the giving of such notice, the General Manager and the Local National Representative will meet in an attempt to agree to an Arbitrator to be added as replacement. However, if an agreement cannot be reached within five (5) working days the parties agree to request the Minister of Labour of Ontario to appoint an Arbitrator, to the rotating list.

If, in the regular rotation, an Arbitrator is unable to specify a date agreeable to both parties for the arbitration hearing within seven (7) days from the date the grievance is submitted, the parties will agree to request another Arbitrator in rotation to provide such a date. This does not prevent either party from making an application to the Minister of Labour of Ontario for Arbitration when deemed necessary.

**8.03** The decision of the Arbitrator shall be final and binding upon both parties.

**8.04** The Arbitrator shall not have jurisdiction or authority to alter or modify any of the provision of this Agreement or to substitute any new provision in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement.

**8.05** Each party shall bear the expenses of preparing and presenting its own case, including wages or salaries of its witnesses, and an equal share of the fees and expenses of the impartial Arbitrator.

#### **ARTICLE 9 - DISCIPLINARY ACTION**

**9.01** When an employee is to be suspended or discharged the following procedures will commence within five **(5)** full working days from the time of the alleged breach becoming known.

a) When the alleged violation is of such a nature that the presence of the employee, pending the outcome of an investigation, will have no adverse consequences:

- i) The Company will give written notification of its intentions to the employee, the Union representative and the Chairperson.
- ii) The Union will be permitted a maximum of two **(2)** working days from the time of notification to investigate the alleged violation.
- iii) Within one (1) working day of the comple-

tion of the Union's investigation or at a mutually agreeable time a hearing will be held.

- iv) Within one (1) working day of the hearing, provided that the employee is not absent from work, or at a mutually agreeable time, the Company will give the employee and the Union written notification of the action it will be taking. This notification will take place before the employee is required to serve the suspension or is to be discharged. Extensions for this notification will be granted by either the Company or the Union. It is agreed that if the employee is absent, an extension will automatically be granted.
- b) When the alleged violation is of such a nature that the retention of the employee in the plant would be inadvisable, the Company will notify the Union and have meaningful discussions with the employee and the Union Representative, after which the Company may immediately remove the employee from the premises.
  - i) Within one (1) working day after the removal of the employee or at a mutually agreeable time, the Company and the Union will have a hearing. This hearing will only take place if the disciplinary action is anticipated to last beyond the shift on which the alleged violation occurred. Upon completion of this hearing the Company will have one (1) working day to advise the union of its intentions.

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**9.02** Any grievance following suspension or discharge must be presented within two (2) full working days after the employee and the Union have received written notification of the disciplinary action. Such a grievance shall commence at Step No. 2 of The Grievance Procedure, except that the grievance meeting will be arranged within three (3) full working days of receipt of the grievance by the Company.

**9.03** An employee taken into an office to receive any form of discipline by the Company will be accompanied by their Committeeperson or Steward and will be afforded an opportunity to be interviewed by their Committeeperson or Steward prior to meeting with management.

**9.04** No derogatory notation placed in the record of any employee shall be used for the purpose of further disciplinary action against them after a period of twelve (12) months has elapsed following issuance of such derogatory notation. As at August 11, 2000 this twelve (12) month period shall be a twenty four (24) month period. The Shop Committee Chairperson shall receive a duplicate copy of all such notices. After the expiration the Company's copy shall be returned to the employee. Once discipline has expired all other related offences will be reduced in status accordingly.

**9.05** Disciplinary action shall only be taken for just cause and in the event of arbitration, the Arbitrator shall have the right to modify any penalty imposed by the Company.

**9.06** All discipline will be issued within five (5) full working days from the time the alleged breach became known *or* should have become known to the Company. In the case of suspension or discharge, Article 9.01 shall apply. Overtime shall not be considered a working day for this Article.

**9.07** For the period of July 1, 2000 to August 10, 2000 only, except for Article 9.01(b) the discipline process will not commence or be issued on overtime. As at August 11, 2000 the discipline process may commence or be issued on overtime.

#### **ARTICLE 10 – SENIORITY**

**10.01** New employees shall be considered as probationary employees until completion of employment to the extent of forty-five (45) working days for the Company within any period of twenty-four (24) consecutive months and shall then be entitled to have their names placed on the seniority list.

The name of an employee who has worked forty-five (45) working days of intermittent employment within any period of twenty-four (24) consecutive months shall appear on the seniority list, and shall be assigned a seniority date which shall be their original date of hire.

An employee who works any part of a shift will receive credit for one (1) full day towards seniority.

An employee who works four (4) ten (10) hour shifts will receive credit for five (5) days toward seniority.

When two (2) or more employees attain seniority on the same date they will be placed in alphabetical order on all seniority lists.

In the case of a probationary employee's discharge for just cause, the parties recognize that a lesser standard may apply.

**10.02** Seniority lists of employees including probationary employees, shall be maintained by the Company showing the seniority date, and noting thereon those who are probationary, of each employee as provided herein.

**10.03** Seniority lists shall be revised not less than once every three (3) months and a copy of each revision shall be supplied to the union and one (1) copy shall be posted in the plant.

**10.04** a) Seniority shall operate on a plant wide basis unless otherwise modified in this Agreement. In the case of layoffs, transfers, and recalls from layoffs the seniority of employees shall govern, provided the employee is capable of performing the work available.

b) Senior employees will be given the opportunity to accept voluntary temporary layoff, provided that there **is** a sufficient number of employees remaining who are capable of performing the available work.

**10.05** An employee while retained on the seniority list during a layoff shall continue to accumulate seniority during such period.

**10.06** Whenever layoffs and/or displacements are to take place, the following procedure will apply:

a) The Company will give displacement notice to those most junior employees whose jobs are directly affected by the displacement and will give layoff notices to those most junior employ-

ees in the bargaining unit who are likely to be laid off.

- b) Displaced employees may accept layoff or exercise their bumping rights to displace the most junior employee in the classification and shift of their choice: providing seniority permits and they are capable of performing all requirements of the job with a minimum of training. One (1) five (5) day familiarization trial/training period will be available for any seniority employee, who could avoid an indefinite layoff, in order to show capability of performing all requirements of the job.
- c) There shall be no bumping between skilled and nonskilled trades.
- d) Displaced or recalled employees who elect layoff will only be eligible for recall as follows:
  - i) After thirty (30) calendar days, upon advising the Company in writing, will be placed on the recall list and will be recalled in the line of seniority at the first opportunity.
  - ii) After sixty (60) calendar days, upon advising the Company in writing, shall be returned to work within five (5) working days from the Monday following the Company's receipt of the request, displacing the most junior employee in the bargaining unit, provided seniority permits, and the most junior employee in the bargaining unit



will be laid off. Alternatively, the returning employee may displace the most junior employee in their former classification, if seniority permits.

Notwithstanding the foregoing, a seniority employee must accept recall if

- i) he is the most junior employee and there is no one else on layoff, or;
  - ii) if he is a senior employee and there is no one else on layoff from a required indirect class. And there is a need to increase the work force.
- e) When a temporary condition arises requiring temporary layoff of employees from their jobs for a period not to exceed three (3) days, then the seniority provisions of this Agreement shall not apply. Such temporary layoffs will take place only when specific departments are affected due to machinery breakdown, or any other cause beyond the control of the Company.

**10.07** The Company will give at least five (5) working days notice of layoff, in writing, to seniority employees and the Shop Committee Chairperson. The Shop Committee Chairperson shall be notified, in writing, prior to the employees involved.

**10.08** The seniority rights of an employee shall cease and the employee shall be deemed terminated for any of the following reasons:

- a) if the employee quits their employment;

- b) if the employee is discharged and such discharge is not reversed through the grievance procedure;
- c) If the employee fails to return to work within five (5) working days after receipt of the Company's notice of recall, unless the employee submits a valid reason. However, if an employee is working elsewhere they will have ten (10) working days to return to work after receipt of the Company's notice of recall. Furthermore, an employee does not have to return to work and will not lose their seniority if the recall is for thirty (30) days or less.
- d) If the employee has been laid off continuously for a period of thirty-six (36) months, or the length of their seniority whichever is greater, provided such period shall cease at mandatory retirement age.
- e) If an employee is absent for three (3) consecutive working days, without an acceptable valid reason they will receive a written warning. If the employee is absent for five (5) consecutive working days or more their seniority will terminate, without any acceptable reason for such absence.

**10.09** If any employee loses seniority and is rehired within thirty-six (36) months, they must start over as a new seniority employee with forty-five (45) working days seniority.

**10.10** The Committee person will be offered a half-hour as part of the orientation process to be spent with new hires.

Such time to be given through prior arrangement with the Supervisor.

#### **ARTICLE 11 – LAYOFF AND RECALL**

**11.01** When a recall to a classification **is** to take place, it is compulsory that the employees displaced from the affected classification on the shift shall return in the reverse order of displacement wherever possible. Displaced employees, regardless of seniority, only have recall rights to the jobs from which they have been displaced in the past **(2)** two years.

However, employees displaced from their posted positions will retain their recall rights to their posted classification.

**11.02** When a recall of laid off employees is **to** take place, those employees shall be recalled according to seniority (unless 10.06(d) applies) provided they are capable of performing all requirements of the available job with a minimum of training. One (1) five **(5)** day familiarization trial/training period will be available for any seniority employee, who could return from layoff, in order to show capability of performing all requirements of the job. The junior employee must accept recall.

**11.03** Recalls shall be made by way of registered mail to the employee's last address on record with the Company and the employee shall notify the Company within five (5) full working days of their intent to return to work subject to 10.08(c).

**11.04** Displaced or laid off employees must accept recall to

their original classification and shift except if they have been accepted on a job posting since being displaced from their original classification and shift.

## **ARTICLE 12 – JOB POSTING**

**12.01** When a new job or a job vacancy occurs it will be posted with a complete description for two (2) full working days exclusive of Friday, Saturday, Sunday and holidays. The description shall state the grade, job, rate of pay, shift, number of openings and when the new job or job vacancy is to become available.

**12.02** An employee, including probationaries, wishing to apply for a job posting must fill out an application form and deposit it in the approved receptacle. The successful applicant's name will be posted within seven (7) working days of the date of posting and, the successful applicant will be placed in their new job within twenty-one (21) calendar days of the initial posting. In the unusual case(s) where it is not possible to meet the time limits, the Company will have meaningful discussions with the Chairperson with the object of placing the employee as soon as possible, but the employee will be paid their own rate or the rate of the job, whichever is the greater.

The Shop Committee Chairperson will receive a copy of all job postings when they are posted and after the posting they shall receive notification of all applicants including the name of the successful applicant.

**12.03** Job posting will be determined by seniority provided the employee is capable of performing the work available.

- 12.04** a) An employee who bids for a job will not be entitled to more than two (2) such bids in any twelve (12) month period, defined as exact date to date using the date the job was posted. Should there be no successful applicant following completion of the job posting procedure above, the job will be filled from the seniority list or by hiring.
- b) A successful applicant is an employee who is accepted by management as in 12.03, who applied for the posting. An applicant may withdraw their name, without penalty, if they do so before the posting is closed.
- c) Any employee who successfully bids and for any reason declines or is rejected after the close of the posting, subject to the grievance procedure, will forfeit one (1) bid.
- d) A posting will be considered closed to further applications after it has been posted for two (2) full working days as defined in Article 12.01.

**12.05** All articles relating to the job posting procedure will apply to the original opening and one resultant vacancy. Should the subsequent opening be a day shift job, it will be posted and day shift employees will not be allowed to apply.

**12.06** During the time for the job posting procedure, the Company may fill the job temporarily. Such temporary assignment shall not be considered as proving capability on the job concerned.

**12.07** a) A successful applicant who accepts, or is accept-

ed for a posted job, will have no further claim on their former job after a ten (10) working day trial/training period except *as otherwise* provided in this Agreement. The Company will provide such trial/training on the employee's shift and when this is not possible it will be indicated at the time of the job posting. Should the applicant prove unsatisfactory within the trial/training period, they will revert back *to* their former job and the opportunity will then be given, in line with the job posting procedure, *to* another employee who initially applied for the job. It is understood that circumstances may warrant an extension by mutual Agreement to the trial/training period above.

- b) An employee who has held the posted job previously for a period of thirty consecutive days within the previous two years will have no further claim on their former job after a (5) five day trial/training period. An extension or reduction of this (5) day trial/training period may be granted by mutual agreement.

**12.08** An employee, due to disability, injury or sickness, or pregnancy will be accommodated in a job classification where based on legitimate medical restrictions the employee can do the essential duties of the job. The employee will be accommodated according to the following procedure:

- a) Firstly in their own classification with:
  - i) the job modified to accommodate the employee's restrictions,

- ii) a modified work program (joint agreement dated March 5, 1992) to gradually increase their hours of work.
- b) Secondly in a suitable job classification within their capability without recourse to the seniority aspects of the job posting procedures and their rate of pay shall be adjusted accordingly. The employee will be assigned as follows:
  - i) in an existing vacancy or if none exists,
  - ii) exercising their seniority rights over the lowest seniority employee in the suitable classification on a plant wide basis, however,
  - iii) in *no* case will the employee be able to bump an employee with more seniority.
- c) The Company will comply with applicable law with respect to the confidentiality of medical information.

In both (a) and (b) above, Schedule "A" and "B" of our Joint Letter of Agreement covering Modified Work, dated March 5, 1992, will be completed as required.

Upon a change in the employee's restrictions, which would allow the employee to return to their posted classification, the employee will exercise their seniority over the lowest seniority employee in the classification, and if not possible, exercise their seniority as per Article 10.06. Where there is a concern that the employee's restrictions may have changed, after a review with the Chairperson the Company

may request a medical review to verify the restriction at the Company's expense.

**12.09** The job posting procedure does not apply in the case of a layoff or recall, or a vacancy caused by a temporary condition, or caused by an employee absent on account of sickness, injury, absenteeism or authorized leave of absence, until the Company is satisfied that such employee will not return to the job.

**12.10** An employee may retain only one (1) backup position at any given time. A successful applicant for a backup position must relinquish any backup position currently held. A backup shall not give up their position during, June, July or August.

### **ARTICLE 13 – TRANSFERS**

**13.01** Temporary vacancies and other transfers shall be filled as follows:

- i) When the vacancy is expected to be of 10 working days or less duration, the position will be filled by the employee on the shift last displaced from the vacant position who held that position as the employee's posted position; if there is no such displaced employee on the shift, then the position will be filled by a backup on the shift on a seniority basis; if no such employee is available, the Company shall have the right to fill the vacancy from the classification of its choosing on the shift.
- ii) When the vacancy is expected to last longer than



10 working days, the position will be filled first in accordance with subparagraph (i) save that if there is no displaced employee or backup to fill the position, the Company shall post a "willing to transfer" list for a period of two days. The most senior qualified employee applying for the vacant position shall be transferred to the position. If no qualified employee applies, the Company shall have the right to fill the position from the classification and shift of its choosing;

- iii) Temporary transfers shall not be used to avoid the job posting requirements of this Agreement or to circumvent seniority rights. Temporary transfers or backups will not exceed twenty (20) hours per week unless such transfer is used to cover for vacations, leave of absences or sick leave.
- iv) The appropriate Committeeperson shall be informed of all temporary transfers prior to the transfer or as soon as possible thereafter.
- v) The Company shall offer the job by seniority to those employees qualified to perform the job without training. Should there be no volunteers, the most junior qualified employee must accept the transfer. An employee transferred per this section, will be paid their own rate or the rate of the job, whichever is greater. All back-up positions will filled by way of job posting on the shift.

## ARTICLE 14 – HOURS OF WORK

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

**14.01** The normal hours of work for the day shift shall be forty (40) hours per week consisting of eight (8) hours per day Monday to Friday inclusive, starting at 7:00 a.m. and working until 3:30 p.m. with a thirty (30) minute unpaid lunch period.

**14.02** The normal hours of work for the afternoon shift shall be forty (40) hours per week consisting of ten (10) hours per day Monday to Thursday inclusive, starting at 4:00 p.m. and working until 2:30 a.m. with a thirty (30) minute unpaid lunch period.

**14.03** If a third shift is required, the normal hours of work shall be forty (40) hours per week consisting of eight (8) hours per day Monday to Friday inclusive. The shifts will start at 7:00 a.m., 3:00 p.m., and 11:00 p.m. Any employees working these shifts will receive a twenty (20) minute paid lunch break. An equal number of employees in the affected classifications on the day and afternoon shifts will be offered by seniority the paid lunch period and the straight eight (8) hours.

**14.04** A ten (10) minute rest period shall be provided during each half of the regular shift. There shall be an additional ten (10) minute rest period scheduled on ten (10) hour shifts.

**14.05** Employees will be provided with a five (5) minute

wash up period prior to their lunch break and a five (5) minute wash up period prior to the normal quitting time. Employees may badge out during such wash up periods.

**14.06** Employees will work no more than twelve (12) hours in a twenty-four (24) hour period, and no more than the maximum of twelve (**12**) consecutive hours, except in cases of extreme emergency reasons such as health or safety or when customer requirements are in jeopardy.

#### **ARTICLE 15 – REPORTING ALLOWANCE**

**15.01** In the event that an employee reports for work within the first half hour of their regular shift, without having been notified not to report, they will be given at least four (4) hours work at the employee's regular rate of pay, or, if no work is available, the employee will be paid the equivalent of four (4) hours at their regular rate in lieu of work. This obligation shall not apply in the following circumstances:

- a) when the employee has been absent from work and has failed to notify the Company at least the day before of their intention to return to work;
- b) when the employee fails to keep the Company informed of a telephone number through which a message can be left for the employee;
- c) when lack of work **is** due to power shortage or power failure, fire, flood;
- d) for purposes of the four (4) ten (10) hour shift the four (4) hours referred to above shall be five (**5**) hours.

## ARTICLE 16 – CALL-IN PAY

**16.01** All employees who are called to report to work with less than twelve (12) hours notice, other than for their normal shift, shall receive three (3) hours of applicable overtime rate for the first hour worked or any part thereof, and for any time in excess of one (1) hour shall receive pay at the regular rate subject to any overtime premiums. An employee who is called in shall remain at work until the Supervisor determines that the work for which the employee has been called in has been completed. A Committee person or designate shall be present when call ins are required.

The Company will determine who should be called in according to Article 17.03. When the off shifts are to be called, they will be considered for the period of overtime extending four (4) hours before and/or after their shift for the purpose of this clause only.

## ARTICLE 17 – OVERTIME

**17.01** An employee who works his/her full scheduled shift hours and beyond in any day in *the* normal work week shall be paid time and one-half for additional hours worked. Where an employee is sent home by the Company, such employee will be paid overtime for hours worked prior to their regular shift starting time.

If an employee leaves work early by their own request or initiative, or if an employee is sent home early for discipline for just cause, overtime will only be paid for that time worked in excess of their normal eight (8) or ten (10) hour shift.

**17.02** An employee who works on a Saturday or Sunday shall in the case of Saturday be paid time and one-half of their regular hourly pay for the first eight (8) hours and double time thereafter, and in the case of Sunday double time for each hour worked except where such hours form a part of a scheduled five (5) day work week. Employees on the four (4) ten (10) hour shifts shall be paid double time for any hours worked on a Saturday.

- 17.03** a) i) The Company will give 24 hours notice for weekday overtime **and** 36 hours notice for weekend overtime. No charges will be made for refused overtime if less notice for overtime **is** given.
- ii) An employee will give 24 hours notice of cancellation of the availability to work weekday overtime and 36 hours notice of cancellation of the availability to work weekend overtime. An employee who gives the proper notice of cancellation of either weekday overtime and weekend overtime will only be charged for the hours cancelled.
- iii) An employee may decline to work overtime. Once having accepted overtime the employee shall be expected to work. A failure to work agreed overtime, without proper notice or good reason, will be subject to the Plant Rules and will result in discipline.
- b) The Company will post a weekly **“If overtime available, willing to work list”** from Monday to Wednesday for weekend overtime or overtime

for the following week.

Employees willing to work shall sign the list.

Employees eligible to sign the list are those who are present and working while the list is posted, except for employees who are absent on approved Union Business who may sign the list provided they do so by Wednesday.

- c) Overtime will be distributed to those employees who are capable of performing the overtime job by low hours as follows:
  - i) first within the classification on the shift;
  - ii) next, employees on the shift displaced from their posted classification;
  - iii) next, back-ups on the shift;
  - iv) next, the rest of the shift, beginning with the employee with the lowest hours, regardless of classification, and then the employee with the next lowest hours, regardless of classification, continuing in this manner until the shift has been exhausted;
  - v) then the off shift(s) in the above order, beginning with (i) and subject to (vi) below.
  - vi) If the Supervisor has to go to the off shifts to fill his requirements for week-end overtime or for emergency situations he would ask

with the Union Representative for the overtime rather than use the sign up sheets.

- d) An employee who disputes the number of hours of overtime attributed to him/her by the Company shall immediately advise the Company. A grievance can be submitted if an employee would have been entitled to work overtime and the Company failed to correct an error in the Company's posted record of overtime after having been notified by the employee of the error prior to the date of the scheduled overtime which the employee claims he/she should have been granted.
- e) Regular and premium overtime will be recorded separately as total overtime hours worked and posted on a weekly basis no later than Wednesday for the preceding week. All overtime refused by an employee, with notice, as defined above, will be charged to their overtime record on the same basis as above. When an employee is absent for any reason and would have been offered overtime, they shall be charged the hours scheduled.
- f) New and recalled employees starting back to work will assume high overtime hours in the classification on the shift in which they start to work.
- g) The Company will maintain up-to-date records of all overtime offered, worked and refused on all shifts and these records will be consistent

throughout the bargaining unit. For the purpose of distribution of overtime hours, each employee shall carry his aggregate overtime regardless of where the overtime is worked. A weekly copy of the overtime records will be distributed to the appropriate Committeeperson. A Shop Committeeperson may audit the distribution of overtime.

- h) For overtime requirements, employees will be asked as listed above by low hours as recorded on the last posted weekly overtime record, provided they are capable of performing the job.
- i) If the shifts revert to three, eight hour shifts then the overtime will be considered for each shift the period of time extending (4) hours before and/or after their shift.
- j) The Company may ask an employee(s) to stay after an overtime shift not to exceed two (2) hours for unforeseen emergency hours.

**17.04** All overtime is on a voluntary basis. After Friday 4:00 p.m. and prior to their next scheduled work week, employees who are offered overtime in excess of four (4) hours may accept four (4) hours and be charged for the hours refused.

**17.05** Seniority employees required to work on a plant holiday will be paid for authorized work performed on such a day at the rate of double their regular straight time rate of pay, in addition to any holiday pay to which they are entitled. Employees who work on Good Friday will be paid double time.



**17.06** When overtime is scheduled for one (1) hour or more at the beginning or end of a regular shift, a ten minute rest period will be allowed.

**17.07** Employees who are transferred to a classification shall be eligible for overtime in their posted or current classification rather than their temporary classification unless they are on an over 10 day posted transfer, or a posted trial/training period referred to in article 12.07, and are capable of performing the job, or unless required for overtime in their transferred class as per article 17.03.

**17.08** The Company shall have no obligation to offer overtime to employees on floaters, vacation or who are absent for any other reason except as outlined in 17.03(b).

#### **ARTICLE 18 - HEALTH AND SAFETY**

**18.01** The Company shall continue to maintain adequate provision for the safety and health of the employees during the hours of their employment and shall observe the provisions of the Occupational Health and Safety Act of Ontario.

**18.02** The Company will provide safety glasses that must be worn at all times throughout the plant. The Company will bear the full cost of the first pair of such glasses, including prescription lenses, and the frames must be approved safety frames. In addition, the Company will assume the cost of replacement safety glasses if they are damaged on the job, worn out or if a new prescription is required.

**18.03** Wearing of safety shoes is required by the Company, therefore, the Company, upon presentation of proof of purchase, will pay an employee who has completed their proba-

tion period an amount of up to \$100.00 maximum effective July 1, 2000 to June 30, 2001; and up to \$110.00 effective July 1, 2001 to June 30, 2002; and up to \$115.00 effective July 1, 2002 to June 30, 2003; with respect to the cost of safety shoes or boots, approved by the Company. Such payment will be made, with receipts, up to the maximum as indicated for each contract year.

- 18.04** a) The Company agrees to recognize a Joint Health, Safety and Environment Committee, composed of three (3) bargaining unit members including two (2) from the day shift, one (1) from the afternoon shift and a third shift Union Steward will be allowed to attend the joint Health, Safety and Environment Committee meeting in order to present third shift safety issues and an equal number of members from management who shall meet and tour the plant at least once each month during working hours to study matters pertaining to the safety and industrial health of employees and to make appropriate reports to management. Before meeting with the Management side of the Joint Health, Safety and Environment Committee the Union side will be permitted half an hour to meet.
- b) Two (2) co-chairpersons shall be selected from and by the members of the Joint Health, Safety and Environment Committee. One of the co-chairpersons shall be a Union member chosen by the Union members of the Committee. The other co-chairperson shall be a Company member.

- c) During all absences of the Union co-chairperson the Company shall recognize an alternate co-chairperson designated by the Union members of the Joint Health, Safety and Environment Committee.
- d)
  - i) Monthly inspections shall be made of all places of employment, including buildings, structures, grounds, equipment, machinery and work methods and practices.
  - ii) Determine that accident and incident investigation have been made, and do follow-up investigations to ensure accuracy and appropriate preventative measures have been done.
  - iii) Recommend measures required to attain compliance with appropriate laws or which will correct hazardous conditions or conditions which may harm the environment.
  - iv) The Union co-chairperson and alternate shall participate in and keep records of all inspections and work refusals.
  - v) Consider recommendations from the workforce with respect to health, safety and environmental matters and recommend implementation where warranted.
  - vi) Receive reports of current accidents, industrial diseases, and environmental accidents and incidents, and their causes and means of prevention.

- Remedial action taken or required by the reports of investigations or inspections.

- Review expansion plans and new equipment purchases prior to installation from a Health and Safety and Environmental perspective.

- Any other matters pertinent to health and safety and environment.

vii) Have access to and promptly receive copies of all reports, records and documents in the Company's possession or obtainable by the Company pertaining to health, safety or environmental matters.

**18.05** The Company will provide a qualified first aid attendant in the plant at all times that employees are working. The names of first aid attendants shall be posted in the plant. An employee requiring medical attention off site shall be free to choose where to receive such attention within a ten (10) kilometer radius of the plant.

**18.06** The Company shall supply all protective clothing and equipment deemed necessary to protect employees from injuries arising from their employment with the Company. All employees required to work outside shall be provided with protective outerwear.

**18.07** a) For members of the Shop Committee and Stewards, the Company agrees to pay course registration and lost time of up to forty (40) hours to attend a CAW or WHSC or an alternate

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training agency by mutual agreement, for Level 1 Safety training for up to two (2) members per year who have not been previously trained or if their certificate has expired. For the Joint Health & Safety Committee and Environment, the Company agrees to pay course registration and lost time for up to one (1) Union and one (1) management member per year who have not been previously trained in Core Certification. For members of the Joint Health and Safety Committee and Environment, the Company agrees to pay course registration and lost time for ergonomics programs deemed necessary by its members.

- b) The Joint Health, Safety and Environment Committee will investigate every significant injury or near miss as well as keep records of all first aid visits to review and make recommendations. As well, incidents involving releases of hazardous substances to the air, land, or water system will be investigated.
- c) The Union Co-chairperson or designate and the Company Co-chairperson or designate of the Joint Health, Safety and Environment Committee shall investigate the accident or incident.
- d) The Company shall provide the Union and the Joint Health, Safety and Environment Committee with written WHMIS information which identifies all the biological agents, compounds, substances, by-products and physical

hazards associated with the work environment. This information shall include, but not be limited to, the chemical breakdown or trade name descriptions, relevant information on potential hazards, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.

- e) The Union Co-chairperson or alternate of the Joint Health, Safety and Environment Committee shall be allowed to accompany government inspectors (Health and Safety or Environment) on an inspection tour or any other visit to the plant.
- f) The Company shall make available when requested by the Joint Health, Safety and Environment Committee monitoring equipment including noise meters, airborne contaminant measuring devices, light meters, and suitable thermometers for detecting and recording potential and actual hazards of heat, cold and humidity.
- g) The Company shall ensure that all members of the Joint Health, Safety and Environment Committee are trained in the use of such equipment.
- h) The Company shall promptly supply the results of any monitoring it conducts or contracts to conduct and the results of any monitoring by any government agency to the Joint Health, Safety

and Environment Committee and shall post the results in a conspicuous location.

**18.08** A lockout-training program including “release procedures” shall be developed and delivered jointly by members of the Joint Health, Safety and Environment Committee in each year of the Agreement. Such training will be provided for Skilled Trades, Die Setters, Weld Setters and their back-ups.

**18.09** A training program for Forklift drivers will be provided by a licensed Workers Health and Safety Centre Forklift trainer recognized by the Health and Safety and Environment Committee if available. It is understood an alternate Training Agency may be used by mutual agreement.

**18.10** The Company agrees to pay the cost of a CPR Training Program which will be offered on a voluntary basis with pay for up to ten (10) employees during the life of the Agreement. Priority will be given to First Aid Attendants and then employees on a seniority basis.

**18.11 RIGHT TO REFUSE**

- a) The Joint Health and Safety representatives shall fully participate in the investigation at every stage. The joint participants may recommend a solution to the problem with the agreement of the refusing worker, which shall be implemented by the Company.
- b) No employee shall be discharged, penalized, coerced, intimidated, or disciplined for acting in

compliance with the Occupational Health and Safety Act, its regulations and codes of practice.

- c) For the employee who refuses work under clause above, and all employees affected by the refusal, and any direction under clause above, there shall be no loss of pay, seniority, or benefits during the period of refusal.
- d) No employee shall be required or allowed to work on any job or operate any piece of equipment until they have received proper education, training and instruction.

#### **18.12 ERGONOMICS**

- a) The Company will ensure that two (2) members of the Joint Health, Safety and Environment Committee are trained in a course or courses to be determined by the Committee to enable them to address ergonomic needs on a priority basis and work towards improving the workplace, work station or tool to fit the worker.
- b) Where an ergonomic concern is beyond the scope of the Committee or the Company engineer, the Company shall engage an outside Ergonomic Specialist chosen by the Committee.

- 18.13** a) The parties to this Agreement recognize the importance of confidentiality of health information and the right of access by employees to their own health information.



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- b) The Company shall not reveal any health information concerning a present or former employee to a third party, unless required by law, without notifying the employee for which health information is requested.
  - c) The Company shall not require or request any employee to undergo any drug or alcohol testing.
  - d) During the 1997 negotiations, the Union expressed the concern that the provincial Government has and would amend the Employment Standards Act and or Regulations in a manner adverse to the interests of the union and bargaining unit employees. It was agreed that the parties shall meet within thirty (30) days after the introduction of a Bill amending the ESA to the legislature to discuss the proposed Bill. The parties agree that the Union and/or bargaining unit employees shall not be disadvantaged in any way by any amendments to the ESA or Regulations thereunder made by the provincial Government. It is agreed that for example, if any part of the Collective Agreement or past practice or the parties' amendment to a particular employment standard (such as an amendment to the 8 x 48 hours work rule), then the Collective Agreement *or* past practices shall prevail and apply. The parties agree that a difference between them relating to the application, alleged violation or interpretation of the above provisions may be subject to the grievance procedure under this Collective Agreement, including arbitration.

#### **18.14 NATIONAL DAY OF MOURNING**

The Company agrees to allow the employees one (1) minute of silence at 11:00 a.m. on April 28th of each year in observance of those workers killed or injured on the job. Afternoon and Night Shifts will observe one (1) minute of silence at the beginning of the shift.

#### **ARTICLE 19 -WAGE RATES**

**19.01** Wage rates form part of this Agreement and are set out in Appendix 'A', which is attached hereto.

**19.02** Before a new classification or job becomes effective, the Company shall determine the wage rate to be paid in relation to existing rates applicable to similar or comparable jobs or classifications. The Company will notify the Shop Committee Chairperson in writing prior to such becoming effective. In the event the Union challenges the wage rate and/or the new classification established by the Company within five (5) days of notification by the Company to the Union, then the matter may be dealt with as a grievance if the challenge is put forward in writing to the Company. Such grievance shall commence at Step 2 of the Grievance Procedure and if necessary, proceed to arbitration as provided herein.

#### **ARTICLE 20 – PAID HOLIDAYS**

**20.01** The parties agree to fourteen (14) paid holidays. Dates to be established by mutual agreement prior to June 30, 2000.

Seniority employees shall be entitled to the following holidays ~~with~~ pay.

Good Friday	Civic Holiday
Victoria Day	Labour Day
Canada Day	Thanksgiving Day
Easter Monday – Floater	

**Christmas 2000** (Day Shift (8) Hours)  
December 22, 25, 26, 27, 28, 29,  
January 1, 2001  
(10) Hour Shift  
December 21, 25, 26, 27, 28,  
January 1, 2001

**Christmas 2001** (Day Shift (8) Hours)  
December 24, 25, 26, 27, 28, 31,  
January 1, 2002  
(10) Hour Shift  
December 24, 25, 26, 27, 31,  
January 1, 2002

**Christmas 2002** (Day Shift (8) Hours)  
December 24, 25, 26, 27, 30, 31,  
January 1, 2003  
(10) Hour Shift  
December 24, 25, 26, 30, 31,  
January 1, 2003

**20.02** Holiday pay for eligible employees will be computed on the basis of the number of hours they would normally be scheduled to work on each of the holidays at the employee's regular straight time rate of pay. **All** holidays falling on Friday shall be observed on Thursday for the afternoon shift.

For the one (1) week at Christmas, which involves a full shutdown, employees on the afternoon shift shall be paid forty (40) hours pay for the five (5) holidays.

- 20.03**
- a) In order to qualify for each holiday, an employee is required to work their scheduled shift immediately preceding and immediately following the holiday unless absent for a valid reason. Lateness will not result in loss of holiday pay.
  - b) If an employee has an unexcused absence either the day before or the day after the designated Christmas shutdown they shall lose only one (1) day of the designated holidays.
  - c) Eligible employees absent from work due to any layoff, leave of absence, personal illness, or disablement, shall receive pay for such holiday(s) if such layoff, leave of absence, personal illness, or disablement did not commence prior to thirty (30) calendar days before the holiday(s). Payments made as per this clause shall be made at the same time as employees working received the holiday(s) pay.
  - d) Any employee working during the Christmas holidays will be allowed to book an equivalent amount of days off prior to June 30th of the vacation year, subject to Article 21.10.

**20.04** If a holiday listed above is proclaimed on a day other than the traditional calendar day, the proclaimed day will be recognized as the holiday unless the Company and the Union mutually agree upon another day at least fourteen (14) days

in advance.

**20.05** If a paid holiday falls on a Saturday or Sunday, it shall be observed on the preceding Friday or the following Monday. Should the Company and the Union disagree upon which day such holiday shall be observed, the Company shall fix the day and **post** it at least fourteen (14) days in advance.

**20.06** When holiday(s) fall within an eligible employee's approved vacation period, they shall be paid for such holiday(s) and shall be given an extra day(s) off if they so desire.

**20.07** All requests for banked overtime lieu days will be responded to within one week after the Company receives the request as indicated by the date on the signed receipt on the form.

#### **ARTICLE 21 – VACATION WITH PAY**

**21.01** For the purpose of calculating vacation pay and vacation eligibility the fiscal year shall be from July 1st of any year to June 30th of the following year. Percentage of vacation pay and time off qualified for during the vacation year are calculated retroactive to the start of the vacation year (July1).

**21.02** Employees who have completed **less** than one (1) year of service as of June 30th of the year preceding the vacation year will receive vacation pay of four (4) percent of their gross earnings and will be granted a minimum of one (1) day's vacation for each two (2) months of service. The Company reserves the right to schedule vacations under this clause at times other than during plant shutdowns.

**21.03** Employees who have one (1) year of seniority as of June 30th of any year will receive two (2) weeks vacation and will receive vacation pay at the rate of four (4) percent of their gross earnings.

**21.04** Employees who have four (4) years of seniority as of June 30th of any year will receive three (3) weeks vacation and will receive vacation pay at the rate of six (6) percent of their gross earnings.

**21.05** Employees who have eight (8) years of seniority as of June 30th of any year will receive three (3) weeks vacation and will receive vacation pay at the rate of seven (7) percent of their gross earnings.

**21.06** Employees who have ten (10) years of seniority as of June 30th of any year will receive four (4) weeks vacation and will receive vacation pay at the rate of eight (8) percent of their gross earnings.

**21.07** Employees who have sixteen (16) years of seniority as of June 30th of any year will receive four (4) weeks vacation and will receive vacation pay at the rate of nine (9) percent of their gross earnings.

**21.08** Employees who have twenty (20) years of seniority as of June 30th of any year will receive five (5) weeks vacation and will receive vacation pay at the rate of ten (10) percent of their gross earnings.

**21.09** In an employee's twenty-fifth (25th) year they shall receive a sixth (6th) week and an additional two (2) percent. Employees who have thirty (30) or more years to receive six (6) weeks with twelve (12) percent.

**21.10** The Company will grant vacation time to up to twenty-five (25) percent of the employees in each classification, on each shift, by seniority. Back-up employees will be included in their back-up classification for this calculation. Vacation must be scheduled by March 1st for the vacation year commencing July 1st and the Company will notify employees of vacation approvals by April 1st. For all other vacation (other than July or August) the Company will grant vacation time, subject to the twenty-five (25) percent as outlined above, on a first come first scheduled basis, provided the employee submits the request with two weeks notice; requests for all other vacation (other than July or August) will be responded to within (1) one week after the Company receives the request as indicated by the date on the signed receipt form.

In the event that more employees submit their request for vacation at the same time, seniority will prevail.

In all cases the maximum number of employees will be determined by rounding the percentage calculation numerically (i.e.  $6 \times 25\% = 1.5$  rounded up to 2 and  $5 \times 25\% = 1.25$  rounded down to 1). In the case where a calculation is less than one (1), one person will be authorized. The Company will use the language of Article 13 when transfers are required.

Once scheduled, no changes will be allowed without mutual agreement.

**21.11** An employee whose employment is terminated, quits or who dies shall receive any unpaid vacation pay due them at the time they are terminated, quit or die.

**21.12** Vacation pay shall be paid weekly. The Company shall retain and hold the gross vacation pay in trust for employees to be paid net of deductions, by the end of the first week of July unless requested earlier if an employee is laid off indefinitely. Income tax will be prorated.

An employee may request any unpaid vacation due prior to the vacation year provided they make written application; such request will be granted in conjunction with 21.10. Employees requesting and receiving advance vacation time off will also receive the appropriate advance in vacation pay, if requested.

**21.13** Each employee, who has worked at least one thousand (1,000) hours in the preceding vacation year, will be paid a vacation bonus of one hundred (100) dollars gross on a separate cheque by the end of the first week of December in each year of this Agreement. Employees who have worked less than one thousand (1,000) hours in the vacation year will receive a vacation bonus in a lesser amount prorated on actual hours worked during the vacation year.

**21.14** a) Every employee with at least one year of Seniority and provided the employee has worked 1500 hours shall take at least two weeks vacation before the year end as defined in Article 21.01 of the agreement.

b) The Company shall schedule vacation time for any employee who fails to book their vacation by December 31st of the vacation year.

**21.15** The Company has the option to schedule a shutdown in July or August, not to exceed two weeks; the Company



will notify the employees of the date(s) of the shutdown as soon as possible. If any employees are required to work during such shutdown, the Company will post a willing to work list and requirements will be offered by class on a plant-wide seniority basis.

## **ARTICLE 22 – BEREAVEMENT LEAVE AND JURY DUTY**

### **22.01 When a death occurs in an employees family the following will apply:**

- a) Employees will be excused for three (3) days with pay for the following family members (parent, parent of current spouse, brother, sister, stepbrother, stepsister, step parent, stepchild, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, spouse's grandparents and brother-in-law and sister-in-law of current spouse).
- b) Employees will be excused for five (5) days with pay for the following family members (spouse, child, common-law spouse and children).
- c) The employee upon request will be excused for the applicable days surrounding the funeral with pay excluding Saturday, Sunday, vacation and holidays.

**22.02** Seniority employees who serve on jury duty or as a subpoenaed Crown witness, or as a witness subpoenaed in a criminal proceeding shall receive the difference between duty pay and their normal hours pay at the employee's regu-

lar straight time hourly rate, including cola exclusive of premium for each day of duty.

The Company's obligation to pay an employee is limited to a maximum of one hundred (100) days in any calendar year.

In order to receive payment, an employee must give management prior notice that they have been summoned for jury duty or as subpoenaed as above and must furnish satisfactory evidence that they reported for and performed jury duty or as a subpoenaed witness as above on the day for which payment is claimed.

#### **ARTICLE 23 – LEAVE OF ABSENCE**

**23.01** The Company will grant leave of absence, subject to article 21.10 for personal reasons without pay to an employee provided that such leave of absence does not adversely affect the operation of the plant. Such requests shall be submitted in writing thirty (30) days in advance of leave required and such request shall not be unreasonably withheld. In an emergency or in circumstances agreeable to the Company 21.10 will not apply. Such leave of absence for personal reasons will be granted when a request is submitted less than thirty (30) days in advance.

**23.02** Seniority shall accumulate during the period of an approved leave of absence for seniority employees.

**23.03** An approved copy of any written leave of absence granted under the leaves of absence section, will be furnished to the employee and the Union Representative.

- 23.04** a) Any employee with seniority elected or appointed to Union Office or selected for other Union activities by the National Union, shall be granted a leave of absence for a period of up to one (1) year with extension privileges, provided, however, that such employee shall renew their leave of absence annually. Employees returning from Union Office leaves as referred above, in the case of leaves of six (6) months duration or longer, shall notify the Company of their availability and desire to return to work, and the Company shall have thirty (30) working days to return the employee to work in their previous job, following such notice. If, however, the employee does not have sufficient seniority to return to their job, they will exercise plant-wide seniority accordingly.
- b) The Company will grant a request for a leave of absence to allow an employee to hold full time municipal, provincial, or federal office. While on such leave an employee will continue to accumulate seniority. An employee returning from such leave shall give the Company seven (7) days written notice of their desire to return and the Company will return them to their previous job. If however, the employee does not have sufficient seniority to return to the job, they will exercise plant-wide seniority accordingly.

**23.05** An employee with seniority who is unable to work for more than three (3) days because of illness or injury, and who furnishes satisfactory medical evidence, shall be granted a leave of absence while disabled. They will be returned

to work in accordance with their seniority, provided they furnish satisfactory medical evidence of recovery.

**23.06** An employee with seniority shall be granted a leave of absence of **up** to one hundred and twenty (**120**) days once during the life of the contract in the event of being incarcerated for any conviction. In addition, the parties agree to cooperate in the temporary absence program (TAP).

**23.07** If the employee fails to return from a leave of absence on the date specified on the leave of absence form, the employee may be subject to disciplinary action up to and including discharge unless they provide the Company with a valid reason.

**23.08** An employee returning from leave of absence will be placed in their former classification and shift, seniority permitting.

#### **ARTICLE 24 - PREGNANCY LEAVE**

**24.01** The Company shall grant pregnancy and/or parental leave to those employees who qualify as required by the "Employment Standards Act of Ontario".

**24.02** The employee requesting the pregnancy leave must make application in writing for such leave to the Company prior to the end of the fifth (5th) month of pregnancy and must supply a medical certificate indicating the expected term of pregnancy.

**24.03** Seniority shall accumulate during the pregnancy/parental leave and benefits are applicable as in article 23.02.

**24.04** Before returning to work, the employee must provide the Company with a physician's certificate stating that they are fit to return to their normal duties.

**ARTICLE 25 – UNION/COMPANY  
RESPONSIBILITY**

**25.01** The parties reaffirm their adherence to the principle of a fair day's work for a fair day's pay, and agree to use their best efforts to promote understanding of this principle, to the end that mutual benefits may be realized.

**25.02** It is the intent of the parties, in the interest of attaining peaceful, orderly relations and efficient uninterrupted operations, to set forth in this Agreement the obligations of the Company to the union and the employees it represents, and to provide the procedure for an orderly resolution of any grievances which may arise from actual day-to-day relations under this Agreement.

**25.03** The Company agrees that in the exercising of its management's rights and in the administration of this Agreement, it shall do so both fairly and reasonably recognizing the needs and desires of its employees covered by this Agreement.

**25.04 APPENDICES:**

Attached hereto and forming part of this Agreement is Appendix "A" covering Job Classification and Wage Schedule.

Attached hereto and forming part of this Agreement is Appendix "B" covering Skilled Trades.

Attached hereto and forming part of this Agreement is Appendix "C" covering various Letters of Understanding.

#### **ARTICLE 26 – INSURANCE PROGRAM**

**26.01** The following insurance program shall remain in existence for the terms of this Agreement and will be provided and paid for by the Company on behalf of seniority employees and their dependants.

The Company will provide a copy of the master agreement upon request and notify the Union of any changes. Changes will not modify benefit coverage by providing a lesser benefit than specifically agreed to in this Article.

- a) Green Shield or equivalent CAW extended health services plan plus semi-private hospital accommodation, out-of-province benefits. Chiropractor (to a maximum \$600.00 per year per individual) and hearing aids and repairs (to a maximum \$650.00 in any 5 year period) will also be added to the coverage.
- b) Weekly Indemnity – 1st day of accident, hospitalization or day surgery, 4th day of sickness, for equal to the length of time the employee is disabled or twenty-six (26) weeks, whichever comes first. An employee is disabled if they are prevented by illness or accident from performing the duties of their own classification and does not engage in any other occupation or employment for wage or profit. Benefit equal to 75% of the employee's weekly wage plus Cola or a maximum of \$1000.00 per week. Where additional

medical evidence is required, the Company will pay for all requested forms once the claim is established.

The Company will advance \$300.00 to an employee for each week that the employee is entitled to insurance carrier disability or WCB benefits, excluding disability pensions, until the employee has received their initial cheque. This will apply to employees, upon request, who have not received a forty (40) hour pay cheque, for each week while waiting for their benefit cheque, provided that the employee signs an agreement to repay the advance as outlined below:

Repayment of such advances may be made by either of the following:

- i) Cash or personal cheque.
- ii) Sign over Benefit Cheques(s) or WCB Benefits payable to the Company.

**If** the advance is not repaid within 2 weeks after benefits commence or from the date of notice disqualifying the employee from receiving benefits, the Company may deduct the outstanding amount from any monies owed or *to* be owed to the employee, including vacation pay accrual(s), payroll deduction up to \$70.00 from each week's wages, or by any means deemed necessary.

Failing the Company's ability to recover these monies, as might be the case with inactive employees, the employee(s) will be required to make arrangements to repay any monies owed.

An employee has the option to coverage under this

clause, if a Workers' Compensation Claim is appealed or denied and the employee does not receive any WCB benefits, subject to the carriers approval of medical evidence submitted by the employee. An employee may apply for W.I. while awaiting WCB approval only for incidents with an element for non-work related cause. The employee must sign an agreement that if future monies are received from WCB in relation to such claim, the employee agrees to repay the insurance carrier as detailed above.

- c) Life Insurance: Double the employee's annual wage to the nearest \$1200.00 to a maximum of \$50,000.00 A.D. and D.:Double the employee's annual wage to the nearest \$1200.00 to a maximum of \$50,000.00.
- d) Long Term Disability: Applicable after a disabled employee has exhausted Weekly Indemnity Benefits for the period of disability or to age 65, whichever comes first.

An employee is disabled if they are in a state of incapacity due to illness or accident which:

- i) while it continues during the elimination period and the following 12 months, prevent the employee from performing the essential duties of their own classification.
- ii) while it continues after (i) above, prevents the employee from earning at least 66 2/3% of their basic earnings at the beginning of the elimination period in geographic region,



- iii) the period in (i) above will be extended to the age of 65 for employees who become disabled after completing thirty-five (35) years of service with the Company.
  
- e) Drug Plan: Green Shield or equivalent; \$.35 deductible for drugs excluding 'fertility drugs'. As at August 11, 2000 the deductible will be \$1.00 for drugs excluding 'fertility drugs' and no payment will be made by the Insurance Carrier for over the counter drugs with or without a prescription. The pharmacist may substitute a generic drug for the drug prescribed unless specifically requested not to do so on the prescription by the prescribing doctor.
  
- f) Vision Care: Effective July 1st 1997, Green Shield or equivalent maximum of \$220.00 in any two (2) years.
  
- g) Dental Plan: Effective January 1st 2000, to December 31st 2000, Green Shield or equivalent 100% basic dental plan on 1999 O.D.A. fee schedule. With a one-year lag on the O.D.A. fee schedule payable on Green Shield or equivalent 100% basic dental plan for 2001, 2002, 2003, from January 1st to December 31st of each year. Dentures and repair of same and orthodontics at a 50-50 co-pay to a maximum \$1500.00 lifetime for legal dependants. Your dependants include your spouse (legally married or registered common-law spouse if such relationship has existed for at least one (1) year), unmarried children under 21 years of age (under 25 years of age if

they are full time students) and mentally or physically disabled children of any age. Company to provide 100% of periodontal care, also, root canal at the applicable O.D.A. fee as defined above. All of the above applicable after an employee has attained six (6) months seniority.

Coverage on lay-off to apply until the end of the second month following the month of lay-off.

**26.02** When on approved leave of absence, disability benefits cease immediately, except in the case of full-time Local Union office. Upon your scheduled return to active work, you may apply and qualify for disability benefits from the date of your scheduled return for an incident that continues beyond your date of return. The elimination period is determined from the date of incident.

When on an approved leave of absence, survivor and health benefits continue for a period of up to one hundred and twenty (120) days except in the cases of fulltime government office or National CAW office where they cease at the end of the month of the leave of employment. In the case of combined parental/pregnancy leave survivor and health benefits may extend up to thirty-five (35) weeks.

**SURVIVORS' BENEFITS:**

- Life Insurance
- Accidental Death and Dismemberment

**HEALTH BENEFITS:**

- Extended Health
- Drug
- Dental
- Vision

#### DISABILITY BENEFITS

- Weekly Indemnity
- Long Term Disability

In the event of termination of employment, survivor and health benefits will cease at the end of the month of termination of employment.

In event of layoff, survivor and health benefits will cease at the end of the second month in which the layoff became effective.

In the event of termination of employment or layoff, disability benefits cease immediately. Under these conditions, you will be eligible for unemployment insurance benefits. Benefits will cease for employees with five (5) years' seniority or more the fourth month following the effective day of layoff.

#### **ARTICLE 27 – COST OF LIVING ALLOWANCE**

**27.01** All employees in the bargaining unit, shall receive a Cost of Living Allowance for each hour worked or compensated, determined in the following manner:

**27.02** The Cost of Living Allowance will be adjusted for fluctuations in the consumer price index, published by Statistics Canada (1986=100) at the rate of one (1) cent for every .125 deviation in the consumer price index in accordance with the schedule hereunder.

EFFECTIVE DATE OF ADJUSTMENT	C.P.I. PUBLISHED IN
October 1st	September
January 1st	December
April 1st	March
July 1st	June

**27.03** The Cost of Living Allowance shall begin with the Consumer Price Index published in July 2000 as the base equal to zero (0) cents.

#### **ARTICLE 28 – PLANT MOVEMENT**

**28.01** Except where prohibited by law, whenever the Company transfers operation from any plant covered by this Agreement to another plant owned, acquired or built by the Company, employees engaged in such operations or any employee laid off as a result of such transfer, may if they so desire, be transferred to the new plant with their full Company seniority including all the benefits provided for in the Agreement.

To be eligible for such transfer, the affected employee must notify the Company in writing of his desire to relocate.

Any employee declining such a transfer may accept a termination and be eligible to receive severance pay in accordance with the requirements of Ontario Law.

**ARTICLE 29 – PLANT CLOSURE AND  
SEVERANCE ALLOWANCE**

**29.01** The Company shall give the employees and the Union at least eight (8) weeks notice where there is a permanent discontinuance of operations. The Company agrees to pay each employee who is laid off as a result of permanent discontinuance, or who has been laid off within six (6) months, an amount equal to the employee's regular wage for a no overtime week multiplied by:

- a) One (1) times for less than five (5) years
- b) One and one half (1.5) times for five (5) years and less than ten (10) years
- c) Two and one half (2.5) times for ten (10) years or more

the number of employee's completed years of service within the Company or as prescribed in *the* appropriate legislation, whichever is greater.

**29.02** In the case of other than permanent discontinuance, the Company agrees to pay each employee with five (5) but less than ten (10) years who has been laid off for twelve (12) months an amount equal to the employee's regular wage for a no overtime week multiplied by the number of the employee's completed years of service within the Company or as prescribed in the appropriate legislation, whichever is greater.

**29.03** In the case of other than permanent discontinuance, the Company agrees to pay each employee with more than

ten (10) years of service who has been laid off for twenty-six (26) weeks an amount equal to the employee's regular wage for a no overtime week multiplied by the number of the employee's completed years of service within the Company or as prescribed in the appropriate legislation, whichever is greater.

**29.04** For the purpose of this Article the employee's years of service will be calculated based on the last day worked prior to the employee's layoff. Years of service will be rounded up to the next year for purposes of this Article.

**29.05** Acceptance of severance payment as defined in this Article will sever the employee's seniority and the employee will be deemed terminated. For the purpose of this Article and for any applicable legislation, such payment shall be deemed to be a severance payment and is not to be considered wages, salary, or payment in recognition of hours worked.

**29.06** In the event of notice of permanent discontinuance, the Company agrees to enter into discussions within seven (7) days with a view to using its best efforts to agree upon an adjustment plan.

### **ARTICLE 30 – DURATION**

**30.01** This Agreement shall be effective from the 1st day of July 2000 to and including the 30th day of June 2003. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring Collective Agreement at any time within a period of ninety (90) days before the expiry date of this Agreement.

Following such notice to bargain the parties shall meet within fifteen (15) days of the notice or within such further period as the parties mutually agree upon.

It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this Agreement beyond the expiry date of the 30th day of June, 2003, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

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

**30.02** Notice that amendments are desired or that either party intends to terminate the Agreement shall only be given during the period of not more than sixty (60) days and not less than thirty (30) days prior to the anniversary date.

**30.03** It is understood that during any negotiations following notice of termination or notice of amendment, either party may bring forward counter-proposals arising out of or related to the original proposals.

**30.04** This Collective Agreement is hereby duly executed by the said parties, this 8th day of March 2000.

Signed on behalf of the Company:

Doug Cakebread  
Beve LaLonde  
Valarie Hoag

Signed on behalf of the Union:

Ed Gabiniewicz – Plant Chairperson  
Rick Leis – Skilled Trades Committeeperson  
Dawn Dawson – Committeeperson  
Chris Clarke – Committeeperson  
Scott Schneider – Committeeperson  
Dat Loi - Committeeperson  
Dave Bailey – Local President  
Craig Grant – National Representative CAW

The agreed to amendments to this Collective Agreement dated July 3, 2000 are duly executed into this agreement.



1) JOB CLASSIFICATION AND WAGE SCHEDULES:

APPENDIX 'A'	
JOB CLASSIFICATION AND WAGE SCHEDULE	
DESCRIPTION	JULY 01, 2000
<b>INDIRECT</b>	
INSPECTOR	19.20
FORKLIFT OPERATOR	18.40
RECEIVER	19.10
SHIPPER	19.10
CRIB ATTENDANT	19.60
DIE SETTER	19.60
SPOT WELD SETTER	19.60
GENERAL LABOUR	18.00
CMM OPERATOR	As per Letter of Understanding No. 2.
<b>SKILLED TRADES</b>	
TOOL & DIE MAKER	22.99
MILLWRIGHT	22.99
ELECTRICIAN	22.99
<b>DIRECT LABOUR</b>	
PRESS OPERATOR	18.13
SPOT WELDER	18.13
HEAT STAKE	18.13
AUTO. PROG. DIE	18.85
SPOT WELD ADJUST	18.60
MIG WELDER	18.40
BOX MAKER	18.13
ENG. MOUNT	18.38
REPACK/PACKAGING	18.40

**NOTES:**

New employees receive 15% less than classification plus applicable COLA for their probationary period.

Shift premium:

SHIFT	SHIFT	SHIFT
3:00p.m.-11:00p.m.	11:00p.m.-7:00a.m.	4:00p.m.-2:30a.m.
(As at July 1, 2000):		
.75	.85	.75
.50	.65	.50

**2) PAYMENT OF WAGES**

Wages shall be paid by cheque on a weekly basis on Thursday afternoon.

**APPENDIX 'B'**

**SKILLED TRADES**

The provisions of General Agreement shall apply to employees in the Skilled Trades except as altered by the provisions of this Appendix.

**Section 1** – Seniority in the Skilled Trades shall be by non-interchangeable trades. There shall be a separate seniority list by basic trades for Skilled Trades.

**Section 2** – Employees presently working in the Skilled Trades as of the signing of this Agreement shall have their

employee is applying for.

**Section 4** – Any future employment in the Skilled Trades shall be limited to Journeypersons and apprentices, except as provided in Section 5.

## Section 5 –

- a) During any period when Journeypersons are not available, including being called at home, it is agreed that non-journeyperson employees may be re-classified on a temporary basis to supplement the workforce in a Skilled Trades classification. They shall be known as supplemental employees.
- b) The opportunity to work as a supplemental employee shall be offered first to seniority employees or second to any laid off employees with seniority provided employees have the present ability or an adaptable skill to do the work.
- c) When a Journeyperson becomes available either by hire, transfer or graduation of an apprentice in a skilled classification to which a supplemental employee has been assigned, such Journeyperson will replace the supplemental employee who shall then be laid off or returned to his original classification.
- d) A supplemental employee shall not accumulate seniority within the Skilled Trades classification but shall accumulate bargaining unit seniority to return to his former job, or apply for vacancies in the plant, as provided elsewhere in this Agreement.
- e) Supplemental employees shall receive one dollar and sixty cents (\$1.60) per hour below the Journeyperson's rate.

- f) Supplemental employees shall not be permitted to work overtime until all Journey person in the trade being supplemented are given the first opportunity.
- g) A supplemental employee will have seniority in respect to other supplemental employees assigned to a given classification.

**Section 6 – REDUCTION OF SKILLED TRADES WORKFORCE**

- 1) If employees are to be reduced from any skilled classification, such junior employees will be laid off in order of their seniority from such Skilled Trade classification.
- 2) Recall shall be made in reverse order of layoffs.

**Section 7 – Insurance**

The Company agrees to provide fire insurance to cover recognized tools of the trade for Skilled Trades employees providing they submit a detailed list including prices and photos which is verified by the Supervisor prior to coverage being provided. This coverage to provide full replacement value.

**Section 8 – TOOL ALLOWANCE**

The Company agrees to pay a tool expense reimbursement of up to three hundred dollars in the first year of the contract starting July 1, 2000 to June 30, 2001 and up to \$350.00 during the period of July 1, 2001 to June 30, 2002

and up to \$400.00 during the period of July 1, 2002 to June 30, 2003, to each Skilled Trade employee. Employees seeking reimbursement will have to bring in proof of purchase of tools which are recognized as necessary in their job functions.

#### **Section 9 – EDUCATION**

In the event the Company may acquire some advanced type machinery or equipment that would call for special servicing or operation by an employee of the appropriate Skilled Trade, it is agreed that such employee will be given the advantage of taking instruction as may be needed. The Company will offer instructions or training opportunities within a reasonable period of time to all Skilled Tradespersons within the affected classification by any method determined by the Company.

The Company agrees to pay the cost of lost wages, if any, for such training.

#### **Section 10 – DUES SKILLED TRADE COUNCIL**

The Company agrees to deduct dues as may be authorized by the Canadian Region Skilled Trades Council CAW upon receipt of the individual authorized cards signed by such employees. This deduction will be made in the month of January each year.

**Section 11** – The Company agrees to implement a CAW Apprenticeship Program with the standards to be worked out within six (6) months of the signing of this Agreement and such standards shall be considered as an inseparable part of this Appendix.

**Section 12** – Should a Skilled Trades employee become medically unfit and unable to follow their skilled trade, both the Company and the Union will place such an employee on a job he/she is capable of performing in 12:08. In the event that an employee removed from a Skilled Trades classification is subsequently cleared, by medical examination, to return to such classification he/she may elect to exercise total accumulated Skilled Trades seniority provided he/she exercises such election within fourteen (14) calendar days of his/her receipt of medical clearance.

**Section 13** – The Company and Union agree that when there are complaints and grievances pertaining to Skilled Trades employees, discussions and resolves that involve the Union will include the appropriate Skilled Trades Union Representative(s).

**APPENDIX 'C'**  
**LETTERS OF UNDERSTANDING**

**No. 1 LETTER OF UNDERSTANDING**  
**RE: PAID EDUCATION LEAVE**

The Company agrees to pay into a separate fund three (3c) cents per hour per employee for all compensated hours during the life of the Agreement for the purpose of providing paid education leave for members of the Bargaining Unit, selected by the Union to attend courses to upgrade skills in all aspects of trade union functions. Such monies will be paid on a quarterly basis commencing August 1, 1978 into a trust fund established by the National Union, CAW and sent by the Company to CAW Paid Education Leave Training Program, 205 Placer Court, North York, Ontario. It is further agreed that selectees will be granted a

leave of absence without pay for twenty-one (21) days of class time plus travel time, where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees will continue to accrue seniority and benefits while on leave.

**No. 2 LETTER OF UNDERSTANDING**  
**RE: CMM**

The minimum prerequisites required to post for the position of CMM Operator-In-Training include the successful completion of Grade 12 mathematics or a suitable equivalent and both of the prescribed courses below, items #1 and #2 (taken at a recognized College or University).

- #1 Fundamentals of Quality Assurance
- #2 Engineering and Blueprint Reading
- #3 Geometric Dimensioning and Tolerancing
- #4 Co-ordinate Measuring Machines

Successful completion of all of the above courses, #1 through #4 inclusive and the related skill testing verification would allow the candidate to post as an Entry Level CMM Operator. The rate of pay would be \$50 per hour above that of Inspector.

Course requirements must be completed within eighteen months (18) of entering the program. Extensions to the time limits will only be granted if mutually agreeable.

Successful completion of the additional advanced courses (#5 and #6) below and the related skill testing verification at the advanced level would result in a further increase of \$50 per hour or \$1.00 total per hour above the



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rate of Inspector.

Advanced Level Courses required are:

#5 Metrology

#6 Advance Co-ordinate Measuring Machine

All CMM Operators and Operators-In-Training must be able to perform the current inspector duties when required and will follow the Job Description, Policies, Procedures and Standards as determined by the Company and the Quality Assurance Department Manager.

It will have to be determined at what level current operators are at.

Once posted into the classification of C.M.M. Operator-in-Training, the Company will pay any wages lost by the C.M.M. Operator-in-Training in completing the course requirements and the Company will pay 100% of the costs of the courses upon successful completion.

**No. 3 LETTER OF UNDERSTANDING  
RE: BARGAINING UNIT WORK**

It is the intent of the Company for the duration of this Agreement that work normally and historically performed by the Bargaining Unit employees will not be performed by people outside of the Bargaining Unit or outside contractors.

No bargaining Unit employee with present skills and ability will be on layoff while work belonging to the Company is being performed by people outside the

Bargaining Unit, unless the manpower, skills, equipment and facilities cannot effectively perform the work to be done.

The Company agrees to have meaningful discussion with the Union prior to any job being contracted out.

The Company will meet with the Plant Committee to provide a means of regularly addressing mutual concerns, which pertain to sub-contracting decisions and their potential impact upon the workforce. The meeting times are provided for under Article 6.11.

**No. 4 LETTER OF UNDERSTANDING  
RE: PENSION PLAN**

Benefits, terms and conditions of the operation of the Pension Plan based upon the Company contributions agreed to in the Collective Agreement will be determined by a joint Union-Management Committee. Such Committee is to be comprised of up to three representatives of the Union and of the Company. Non-skilled and skilled pension funding will increase per hour worked by an additional \$.15 on July 1, 2000 until August 10, 2000 inclusive only.

On August 11, 2000 the pension funding for Skilled Trades shall be \$.40 per hour worked and for non-skilled employees it will be \$.30 per hour worked.

On July 1, 2001 pension funding will increase per hour worked by an additional \$.10 and on January 1, 2002 by an additional \$.05 per hour worked and on July 1, 2002 by an additional \$.05 per hour worked and on January 1, 2003 by an additional \$.05 per hour worked for a total at the end of this agreement of \$.65 per hour worked for Skilled

Trades and \$.55 per hour worked for Non-Skilled employees.

In addition any future increases in the cost of living allowance (as described in Article 27 of this agreement) will be paid into the pension funds until the total of these payments equal thirty (\$.30) cents per hour worked paid into the pension funds.

Pension contributions on Union leave will be reimbursed by the Local on a monthly basis.

Pension credits will apply as for regular working hours (straight time) for the seven paid holidays during the Christmas shutdown.

A one time \$2,000 transition bonus will be payable to a seniority employee on his or her retirement at age 65 or retirement at the age as outlined under the early retirement option of the pension plan.

**No. 5 LETTER OF UNDERSTANDING  
RE: CONTINUOUS IMPROVEMENT  
PROGRAMS**

It is understood that the Company's Continuous Improvement Programs are necessary to achieve and uphold the highest possible rating by our customers. Pride in our products and processes will ensure future repeat business for the Company.

The Company's progress towards its visionary goals will be guided by its mission and measurables of Q.O.S. The Company's visionary goal will not undermine the Union.

**No. 6 LETTER OF UNDERSTANDING  
RE: PROCEDURE PRESCRIPTION SAFETY  
GLASSES**

Refer to Article 18 – Health and Safety, Section 18:02, which reads:

‘The Company will provide safety glasses that must be worn at all times throughout the plant. The company will bear the full cost of the first pair of such glasses, including prescription lenses and the frames must be approved safety frames. In addition, the Company will assume the cost of replacement safety glasses if they are damaged on the job, worn out or if a new prescription is required.’

**PRESCRIPTION LENSES:**

- 1) The Company will cover the cost of approved lenses and frames, only if permission is obtained from the Company in writing prior to purchase. Any glasses purchased without Apex approval will not be paid for.
- 2) Only frames as mutually agreed will be approved for purchase.
- 3) After obtaining a lens prescription, employee must obtain a ‘Lab Copy’ form and take it to any mutually agreed optical centre.
- 4) Tinting lenses will not be approved unless type of work done by employee warrants this type of lens.

**No. 7 LETTER OF UNDERSTANDING  
RE: ARTICLE 2.01**

Should students be assigned to bargaining unit work, they will not be paid less than the starting rate of new hires.

**STUDENT SUPPLEMENTAL EMPLOYMENT  
- June 22, 1999. Re: Article 3.06**

It is agreed that all students hired will be considered probationary and will not accumulate seniority. All students will be hired between May 15th and will terminate their employment by Labour Day. This does not apply to any "Co-op secondary school students", they are not considered employees and will not receive any wages, benefits or seniority from the Company.

For the purposes of distributing overtime, the Company will maintain a separate "hours and date of hire list". Students may only work overtime if all seniority employees on the shift have been exhausted as per Article 17.

If it is ascertained that the student is not returning to school, and is seeking "permanent" employment, he/she will be given an opportunity to apply to a vacancy and be re-classified as a "normal hire" for all purposes of this Agreement. Upon completion of the forty-five working day probationary period the applicant will then be given seniority.

The Company further agrees that students will not circumvent the seniority rights of seniority employees.

**No. 8 LETTER OF UNDERSTANDING  
RE: NEW TECHNOLOGY**

Technological change means the introduction by the Company of new equipment, work, methods, organization, processes or operations different in nature or type from that previously utilized by the Company or any modifications to present equipment, work methods, organization, processes or operation. The Company agrees to the following when introducing technological change:

- a) To provide the Union as much advance notice as possible prior to the introduction of new technology.
- b) To work with the Union to ensure the least adverse effect on employees when introducing new technology.
- c) To provide the necessary retraining of present employees on a seniority basis to operate jobs affected by the new technology.
- d) To provide the necessary training to Skilled Trades employees to repair and maintain any new equipment or processes introduced.

The Company in an effort to meet these objectives will continue to support a Joint New Technology Committee comprised of two (2) representatives each. The parties may mutually agree that all technological change as defined above does not merit full analysis and review prior to implementation particularly where there is no major disruption in the employees work methods.

**No. 9 LETTER OF UNDERSTANDING  
RE: EMPLOYEE ASSISTANCE PROGRAM**

#1 The Company and the Union recognize that there are individual problems that can be successfully treated when properly identified and referred to a professional counselor. This is true when the problem is one of physical or mental illness and the result of alcoholism or drug abuse.

#2 The Company and the Union recognize that alcoholism or drug addiction is an illness. Substance abuse affects workers and the Company's operation. The Company and the Union, through the 'Employee Assistance Program' will provide support to its employees.

#3 This in no way negates the Company's right to discipline or the Union's right to the grievance procedure.

**Section 1** Seniority employees will be eligible to enroll in a professionally managed, independently administered Support Program.

**Section 2** A program overview will be presented to both the management and the Union Chairperson. Since this program is administered separately from the Company, a high level of confidentiality will be assured to those individuals who participate.

**Section 3** The Company will provide all normal Group Insurance Benefits while under a medically prescribed course of treatment as outlined in the Company's Group Insurance Plan. An institute selected must be covered under OHIP.

**Section 4** No internal EAP Representative to be paid. The Union Chairperson will oversee.

**No. 10 LETTER OF UNDERSTANDING  
RE: HEAT RELIEF**

The Company agrees that, when the temperature and humidity in the plant reaches a level that the comfort and health of the employees is in question; the Company will meet with the Shop Committee to discuss and agree on a course of action. Such action may include the extension and increase in the number of breaks, the providing of refreshments and in extreme cases the opportunity for employees to leave work early.

**No. 11 LETTER OF UNDERSTANDING  
RE: UNION HEALTH AND SAFETY  
OFFICE(S)**

The Company will provide an equipped office(s) in the plant for the use of the Plant Committee and the Union members of the Joint Health and Safety Committee. These Office(s) shall have a lock and key system separate from the normal plant system and shall both include a desk, telephone, chair, a four (4) drawer filing cabinet 'and a computer'. Both committees will be permitted reasonable access and use of the Company photocopier and fax machine for the purpose of Union business. The Company will facilitate



access by the Joint Health, Safety and Environment Committee to the Canadian Centre for Occupational Health and Safety.

**No. 12 LETTER OF UNDERSTANDING  
RE: CREDIT UNION**

The Company will maintain the payroll deduction for Credit Union upon request for the life of this Agreement.

**No. 13 LETTER OF UNDERSTANDING  
RE: JOB ASSIGNMENTS**

- a) During negotiations, the parties discussed job assignments and job rotation within classifications and it was agreed that when assigning jobs that the company will as reasonably as possible give everyone an opportunity to perform every job on a rotation basis. If a complaint is initiated by **an** employee, the Company will endeavour to accommodate the reassignment request. If the Company is unable to reassign the employee or if the problems continue the Company and the Union will mutually agree to a rotation system.
  
- b) For the purpose of job assignments within a class:

Seniority applies only when there are not enough jobs for all in the class on the shift at the beginning of the shift.

Employees with physical limitations will be accommodated in their class with job assignments to the level of their seniority.

When there are not enough jobs in the class available to accommodate employees with limitations due to their seniority, then they can be transferred and accommodated in another class which has a job available that they are capable of doing, up to the level of their seniority.

**No. 14 LETTER OF UNDERSTANDING  
RE: VACATION ELIGIBILITY**

The Company agrees that the method of calculating vacation entitlement will be changed as follows:

Effective with this year's vacation period, employees shall receive vacation time and pay based on their accumulated years of service as of June 30th of the preceding vacation year (i.e. July 1, 1991 based on years of service June 30, 1992). In complying with 21.11 of the contract beginning July 1988 employees will receive vacation pay set aside based on their then accumulated service. When they reach their anniversary date should it affect their entitlement as per Clause 21.03 through 21.09 they shall then have the deduction set aside based on their new service. At the year end June 30th the vacation pay shall be recalculated to include the full percent between July 1st of the previous year and June 30th of the current year which shall be the payout by the end of the first (1st) week of July.

**No. 15 LETTER OF UNDERSTANDING  
RE: BEREAVEMENT**

The parties agree that for the purposes of Bereavement a payment request form be filled out with personnel to authorize the absence. The employee involved will be requested to sign without the need of providing proof of

death. However, if the absence is found later to be fraudulent, the employee involved will be subject to discipline, up to and including discharge.

**No. 16 LETTER OF UNDERSTANDING  
RE: B.E.S.T. PROGRAM**

This letter of understanding is valid for the period of July 1, 2000 until August 10, 2000 inclusive only. The parties agree to support the O.F.L.'s B.E.S.T. Program with the interest of our employees/members in mind. The company will top up the \$500.00 allowance for lost time, including COLA, when an employee is on an approved 'Train the Trainer' Program. The Company further supports the program by allowing the participants one (1) Company paid hour for one (1) non paid hour of classroom time on a twice-weekly basis. The Company will continue its practice of paying for reasonable preparation time.

**No. 17 LETTER OF UNDERSTANDING  
RE: CONTINUING EDUCATION PROGRAM**

The subject of Tuition Reimbursement for outside educational courses was discussed. The Company agrees to reimburse any seniority employee who provides evidence of successful completion of an approved course an amount equal to fifty percent (50%) of the tuition fee paid; subject to a maximum reimbursement of \$400.00 for the life of this agreement. The guidelines for tuition reimbursement are as follows:

- a) Request must be made and approved prior to commencement of the course.

- b) The course must be offered by a recognized educational or professional organization and must enhance the employee's capability to perform within any classification at the Company. Completion of courses towards an employee's grade twelve (12) certificate will qualify.
- c) The course should not adversely affect the employee's ability to perform their current job.

**No. 18 LETTER OF UNDERSTANDING  
RE: INVENTORY**

The Company agrees to fill the job requirements for inventory with the following classifications: forklift then their back-ups for forklift work, Q.A. inspectors then their back-ups for identifiers, shippers, receivers then their back-ups for scale operators and the remainder of requirements will be filled on a plant-wide seniority basis.

Salaried employees shall be used for audit and verification. Bargaining unit members who accept the jobs shall remain until the inventory is completed.

**No. 19 LETTER OF UNDERSTANDING  
RE: SPOT WELD ADJUST**

The Company agrees that when new jobs are planned for in the Weld Department, a meeting will be held with the Union to discuss whether the job(s) in question should be classified as Spot Weld or Spot Weld Adjust or other appropriate classification.

Any dispute arising out of this letter will be referred to the grievance procedure at (Step Two).

**No. 20 LETTER OF UNDERSTANDING  
RE: BANKING OVERTIME HOURS**

Lieu days will be provided on the following basis:

- a) When an employee works overtime he will be credited with time, all or a portion of accumulated overtime hours worked during that year.
- b) An employee who wishes to take advantage of overtime lieu days must sign an authorization form and submit it to the Company by the first Monday after the overtime worked.
- c) It is further understood that lieu time shall be accumulated up to a maximum of **(5)**eight hour days or **(4)**ten (10) hour days in any one year. Such lieu days may be taken individually or together.
- d) It is understood when employee(s) request their lieu days, the Company will accommodate the employees needs in this respect subject to 21.10, provided the employee gives at least two (2) weeks notice in advance. No lieu days will be authorized to be taken during the months of July **and** August.

**No. 21 LETTER OF UNDERSTANDING  
RE: TRAINING**

The Company commits to provide to each employee (40) forty hours of training over the life of this agreement.

**No. 22 LETTER OR UNDERSTANDING  
RE: HEALTH & SAFETY TRAINING**

The Company and the Union have been discussing occupational health and safety training concerns, rights and obligations during negotiations. The Company and the Union will discuss development and implementation of a training plan to take place as determined. The plan will incorporate practical training in equipment operation and first aid treatment in a metal stampings environment.

**No. 23 LETTER OF UNDERSTANDING  
RE: WORKERS RIGHT TO REFUSE  
UNSAFE WORK**

'In the event of legislative changes to the Occupational Health and Safety Act, the Company agrees to continue to recognize the workers right to refuse work which may be hazardous to their health and safety, without reprisal from the Company. This right will remain for the life of this Agreement.'

'In the event of a dispute as to whether or not work is unsafe and an Inspector is not available to make a decision, a qualified person, able to determine the issue and correct the problem, can be used to settle the dispute.'

**No. 24 LETTER OR UNDERSTANDING  
RE: EQUALIZATION OF OVERTIME  
HOURS UNION REPRESENTATIVES**

For the purpose of equalization of overtime hours as in Article 17.03, the overtime hours reported by Union Representatives for the purpose of Union business will not be included. However, for the purpose of asking by low overtime hours, they will be included.

**No. 25 LETTER OR UNDERSTANDING  
RE: OVERTIME EQUALIZATION**

The Company and the Union have agreed to discuss overtime equalization to achieve a fairer distribution of overtime between the shifts. The Company and the Union further agree to discuss the hours of work for the shipping department to cover customer requirements on Friday evenings and Saturday days.

**No. 26 LETTER OF UNDERSTANDING  
RE: AFTERNOON SHIFT REQUIREMENTS**

When the Company is on a one or two shift operation as per article 14.01 and 14.02 the Company will fill requirements for an 8 hour, Monday to Friday inclusive, afternoon shift as follows:

- (a) the Company will ask for volunteers;
- (b) the Company will then post if there is an insufficient number of volunteers;

- (c) if there is still an insufficient number to fill the Company's requirements, the Company will select the person(s) in the required classification(s) with the lowest seniority.

**No. 27 LETTER OF UNDERSTANDING  
RE: PROFIT SHARING**

The Company will introduce a profit sharing plan that provides that 10% of the Company's pre-tax income (on a fiscal year basis) shall be distributed amongst all hourly employees such that each employee will receive a percentage (%) payout under the plan.

The percentage (%) payment to each employee will be determined annually. As productivity is crucial to the success of the Company and to any payout under the profit sharing plan, and as attendance is critical to productivity, the profit sharing plan will also reward exemplary attendance as follows: for each unexcused absence by an employee, that employee shall forfeit an amount equal to 5% of that employee's profit sharing payout. The total of all forfeited amounts overall will be distributed amongst all employees with perfect attendance in accordance with each such employee's % payout entitlement under the profit sharing plan. For the period between the completion of the sale and July 1, 2001 the Company will guarantee each employee a minimum payout of \$300.00 under the profit sharing plan, such payment to be prorated in accordance with the employee's months of service between the completion of the sale and July 1, 2001.





**YOUR GROUP  
ACCIDENTAL DEATH & DISMEMBERMENT  
AND  
LONG TERM DISABILITY BENEFITS PLAN**

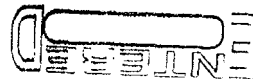
**APEX METALS INC.**  
**Policy Number: 605667**  
Hourly employees  
Class No: 503

**EFFECTIVE DATE: September 1, 1997**

This booklet summarizes your group insurance benefits. This is an important document, please read it carefully and keep it in a safe place.

This booklet is not an insurance policy, The exact terms and conditions of your benefits are described in the more detailed provisions of the Group Policy issued to your employer. The Group Policy is available for your inspection. Please contact your employer for details. If there is a discrepancy between this booklet and the Group Policy, then the terms and provisions of the Group Policy shall always prevail. You have the right to examine the Group Insurance Policy at your employer's place of business at a mutually agreeable time.





07/09/1998



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## ELIGIBILITY AND EFFECTIVE DATES

You will be eligible for insurance benefits when you become a permanent full-time member of a classification shown in the **SCHEDULE OF BENEFITS**, working the minimum number of hours per week and you are under the termination ages as shown in the **SCHEDULE OF BENEFITS**.

If you are Actively at Work on the effective date of this Plan and were covered under the prior carrier's plan, you are eligible for insurance under this Plan on the effective date of the Plan.

If you are Actively at Work on the effective date of this Plan but were not covered under the prior carrier's plan, you are eligible for insurance under this Plan on the completion of 45 working days of employment.

If you become an employee after the effective date of this Plan, you are eligible for insurance under this Plan on the completion of 45 working days of **employment**.

You must be Actively at Work on the date your insurance benefits become effective, otherwise coverage will not begin until you return to work.

## LATE APPLICANT

You have 31 days from the date you become eligible to apply for insurance. If you apply more than 31 days from the date of eligibility for coverage, you must submit medical evidence at your own expense. The coverage applied **for** is subject to approval by us and the effective date of coverage will be the date determined by us.

## TERMINATION OF COVERAGE

Your insurance coverage ends on the earliest of:

- a) the date the Policy terminates;
- b) the date any premium under the Policy made on your behalf is due and unpaid;
- c) the date you are no longer eligible for insurance benefits;
- d) the date you are no longer in an eligible class;
- e) the date you are no longer Actively at Work, except as described in h);
- f) the date you resign or retire;
- g) the date you are dismissed by your employer, except as provided under the provisions entitled Extension of Insurance;
- h) the date you are not working because of a work stoppage, lay-off, lock-out, suspension or leave-of-absence except for statutory maternity or parental leave-of-absence where continuation **of** coverage is required either by any relevant federal or provincial law (whether statutory, regulatory or otherwise), or any written agreement between you and your employer, provided premium payment is continued;
- i) the day before you attain the termination age as shown in the **SCHEDULE OF BENEFITS**.

# SCHEDULE OF BENEFITS

## CLASSIFICATION

Hourly employees

### Minimum Requirement for Actively at Work:

<u>Benefit</u>	<u>Number of Hours per Week</u>
Accidental Death and Dismemberment	30 hours
Long Term Disability	30 hours

Individuals who work on a seasonal or temporary basis are not eligible for coverage under this Plan.

SCHEDULE OF BENEFITS

**ACCIDENTAL, DEATH AND DISMEMBERMENT**

1. **Amount of Principal Sum:** 2 times annual Earnings rounded to the next higher \$1,000, if not already a multiple thereof, subject to a maximum of \$50,000.
2. **Aggregate Limit of Indemnity:** Nil

Coverage terminates upon the earlier of attainment of age 65 or retirement.



**LONG TERM DISABILITY**

**1. Your Monthly Benefit is the lesser of:**

- a) 75% of your Pre-Disability Earnings, less Direct Income Benefits; or
- b) 75% of your Pre-Disability Earnings, less Other Income Benefits; or
- c) the Maximum Monthly Benefit less Other Income Benefits.

**2. Maximum Monthly Benefit:** \$1,400

**3. Non-Evidence Maximum Amount:** \$1,400

**4. Elimination Period:** 182 days

**5. Maximum Benefit Period:**

Age at Disability

Maximum Benefit Period

Under age 65 ..... to age 65, but not less than 12 months

**6. Taxability of Benefit:** Taxable

Coverage terminates upon the earlier of attainment of age 65 or retirement.

## DEFINITIONS

The following are definitions of terms used in this Plan,

Actively at **Work** means you are engaged in the performance **of** work for your employer whereby you report for work at your usual workplace (or other location to which your employer requires you to travel) and are physically and mentally able to perform the material duties of your regular occupation (or other equivalent work that your employer may assign for you to perform). You are also considered to be Actively at Work on weekends, statutory holidays and on a scheduled non-working day if you were Actively at Work on your last scheduled working day.

Child means a natural child, stepchild, a legally adopted child, or a child of a common-law spouse, who lives with you in a permanent parent-child relationship.

Earnings means regular income received by you from your employer, as may be verified by your employer's pay records. Earnings do not include overtime, bonuses, commissions, incentive pay or other extra compensation.

Hospital means a legally licensed facility which satisfies all of the following requirements:

- a) provides medical, diagnostic and surgical facilities for the care and treatment of the sick and injured on an in-patient basis;
- b) has a staff of one or more Physicians available at all times, with 24 hour a day care by graduate registered nurses; and
- c) is not otherwise licensed as a home for the aged, a rest home, health spa, nursing home, convalescent hospital or a place for the care and treatment of drug addicts or alcoholics.

Notwithstanding this definition, Hospital will include a facility or part of a facility used for rehabilitative care.

Member **of** the immediate family means a person over the age **of** 18, who is your Spouse, son, daughter, parent, sibling, grandparent or in-law.

**DEFINITIONS**

**Physician** means a doctor of medicine (other than you or a Member of the immediate family) who is duly licensed to practise medicine by:

- a) a recognized medical licensing organization in the locale where the treatment is rendered, provided such doctor is a member in good standing of such licensing body, or
- b) a governmental agency having jurisdiction over such licensing in the locale where the treatment is rendered.

**Spouse** means a person who is either:

- a) legally married to you; or
- b) a member of the opposite sex who lives with you and has been continuously living with you immediately before the time when the status of the person is required to be determined for purposes of this Plan, or immediately before a **Loss** is incurred under this Plan, and who is being publicly represented as your spouse.

Only one person will qualify as a Spouse. If you are legally married but are also cohabiting with a person **of** the opposite sex, you may elect, in writing, **which** one of these persons will qualify as a Spouse. This election must be filed with your employer. If an election is not filed, the Spouse will be the person to whom you are legally married.

**ACCIDENTAL DEATH AND DISMEMBERMENT**

The terms set out below, wherever they appear in the Accidental Death and Dismemberment Sections **of** this Plan, will be interpreted as follows:

**Injury** means accidental bodily injury which you sustained while insured under this Plan and which results in covered Loss independently **of** sickness and all other causes, 24 hours a day, anywhere in the world.

**Loss** means any covered loss, as shown in the Specific Loss Accident Indemnity provision.

**Principal Sum** means the amount indicated in the **SCHEDULE OF BENEFITS**.

**SPECIFIC LOSS ACCIDENT INDEMNITY**

When Injury results in any **of** the following specified losses within 365 days from the date of the accident, we will pay for:

	<b>Percentage of Principal Sum</b>
Loss of life.....	100%
Loss of both hands, both feet or sight <b>of</b> both eyes.....	100%
Loss of one hand and one foot .....	100%
Loss of one hand and sight of one eye or one foot and sight of one eye.....	100%
Loss <b>of</b> speech and hearing in both ears.....	100%
Loss of one arm or one leg.....	75%
Loss of one hand, one foot or sight of one eye.....	66 2/3%
Loss <b>of</b> speech or hearing in both ears .....	66 2/3%
Loss of thumb and index finger or at least four fingers of one hand... 33 1/3%	33 1/3%
Loss <b>of</b> hearing in one ear .....	33 1/3%
Loss of all toes <b>of</b> one foot.....	25%
Loss <b>of</b> use <b>of</b> both arms or both hands.....	100%
Loss <b>of</b> use of both legs or both feet .....	100%
Loss of use <b>of</b> one arm or one leg .....	75%
Loss of use of one hand or one foot .....	66 2/3%
Quadriplegia.....	200%
Paraplegia.....	200%
Hemiplegia.....	200%

## ACCIDENTAL DEATH AND DISMEMBERMENT

The amount payable for all Losses sustained by you resulting from any one accident will not exceed the following:

- a) with the exception of quadriplegia, paraplegia and hemiplegia, the Principal Sum;
- b) with respect to quadriplegia, paraplegia and hemiplegia, 200% of the Principal Sum subject to a maximum of \$100,000; or 100% if Loss of Life occurs within 90 days after the date of the accident.

Only one of the amounts specified above, the largest applicable, will be paid for Injury to the same limb resulting from the same accident.

The aggregate amount payable for the same accident will not exceed 200% of the Principal Sum.

## AIRCRAFT COVERAGE

You are covered only **while flying as a passenger** in any aircraft holding a current and valid certificate of **airworthiness (of other than a limited, restricted or experimental classification)** and **flown** by a licensed pilot. Coverage also applies **while flying as a passenger** in a military aircraft or while boarding or alighting from or being struck by any aircraft.

## REHABILITATION BENEFIT\*

If a Loss is payable under the Specific **Loss** Accident Indemnity provision as a result of an accidental Injury which requires you to participate in a rehabilitation program, we will pay the reasonable and necessary expenses incurred by you for this program, up to a maximum of \$10,000. However, we will pay only if:

- a) the expenses are incurred within 2 years following the date of the accident; and
- b) the rehabilitation program is required to qualify you in an occupation which you would not have otherwise engaged, except for the Injury.

Room, board or other ordinary living, travelling or clothing expenses are not covered.

## SEAT BELT BENEFIT

If a Loss is payable **under the Specific Loss** Accident Indemnity provision as a result of an accidental Injury **sustained while** you were driving or riding in a Vehicle and wearing a **properly fastened Seat Belt**, we will pay an additional amount of 10% **of the specific loss amount payable**.

ACCIDENTAL DEATH AND DISMEMBERMENT

The driver of the Vehicle must hold a current and valid driver's license and, at the time of the accident, neither be intoxicated nor under the influence of drugs, unless such drugs are taken as prescribed by a Physician. Proof of Seat Belt use must be provided as part of the written proof of Loss.

**Seat Belt** means those belts that form a restraint system and includes infant and child restraint systems when properly used with a seat belt, and the restraint belts which are part of a stretcher used in the transportation of sick and injured persons by ambulance.

**Vehicle** means any passenger type automobile, station wagon, van, jeep-type automobile, truck, ambulance or any type of motorized vehicle used by municipal, provincial or federal police forces.

**FAMILY TRANSPORTATION BENEFIT\***

If any specific Loss covered under this Plan confines you to a Hospital which is located at least 150 kilometres from your residence, we will refund expenses incurred by a Member of your immediate family for transportation by a licensed Common Carrier (via the most direct route) to your bedside, subject to a maximum of \$2,000.

Room, board or other ordinary living, travelling or clothing expenses are not covered.

**Common Carrier** means any air, land or water conveyance which is operated under a license for the transportation of passengers for hire.

**HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT\***

modifications are approved by licensing authorities where required.

All such expenses must be incurred within 3 years from the date of the accident, and will not exceed a maximum of \$10,000.

**EDUCATION BENEFIT\*\***

If you sustain accidental Loss of Life for which the Principal Sum becomes payable, we will pay the Education Benefit stated below for each of your Dependent Children who are enrolled as full-time students:

- a) in an institution of higher learning above the secondary school level as defined in the province or territory of residence; or
- b) at the secondary school level but who will enrol as full time-time students in an institution of higher learning within 365 days following the date of the Loss.

The Education Benefit is equal to the reasonable and necessary expenses actually incurred, subject to the lesser of 5% of your Principal Sum or \$5,000. This benefit is payable annually for each year (up to 4 consecutive years) that the Child continues education beyond the Secondary School level.

Room, board or other ordinary living, travelling or clothing expenses are not covered.

If none of your Dependent Children satisfy the above requirements, we will pay an amount of \$1,500 to your beneficiary.

Institution of higher learning includes any university, college, or trade school.

**Dependent Child** means your Child, who is under 25 years of age, unmarried and dependent upon you for support and maintenance.

**SPOUSAL OCCUPATIONAL TRAINING BENEFIT\***

If you sustain accidental Loss of Life for which the Principal Sum becomes payable, we will pay the expenses incurred by your Spouse within 3 years from your date of death for a formal training program for the purpose of specifically qualifying your Spouse to gain active employment in an occupation for which your Spouse would otherwise not have sufficient qualifications. The maximum payable is \$10,000.

Room, board or other ordinary living, travelling or clothing expenses are not covered.

#### ACCIDENTAL DEATH AND DISMEMBERMENT

#### REPATRIATION BENEFIT\*

If you sustain accidental **Loss of Life** for which the Principal Sum becomes payable, we will pay up to a maximum of \$10,000 for expenses incurred for transportation of your body to the place of burial including preparation charges for transportation. The accidental death must occur at least 200 kilometres from your residence.

#### EXPOSURE AND DISAPPEARANCE

Unavoidable exposure to the elements will be covered under the Plan as any other Loss, provided such exposure is sustained as the result of a covered accident.

Furthermore, you will be presumed to have suffered accidental Loss of Life if your body is not found within one year after the disappearance, sinking or wrecking of the conveyance in which you were riding at the time of the accident.

#### WAIVER OF PREMIUM

If, as the result of total disability, you are approved for waiver of premium and remain eligible for such under the terms of your employer's Group Life Insurance contract, you need not pay any further premiums under the program for yourself.

Premiums will continue to be waived until the earliest of the following dates:

- a) the date the plan terminates;
- b) the date you reach age 65; or
- c) the date you cease to be totally disabled.

All terms and provisions of this Plan will apply during the period the premiums are waived, including provisions relating to reductions in amounts of insurance.

#### EXTENSION OF INSURANCE

If your employment is terminated by your employer, your coverage may be continued for a period of up to 12 months, provided such continuation of coverage is required by the Employment Standards Act and payment of premium is continued.



## CONVERSION TO AN INDIVIDUAL INSURANCE CONTRACT

If your coverage terminates prior to the termination age stated in the **SCHEDULE OF INSURANCE** for reasons other than policy termination and you make written application to Westbury Life within 30 days of such termination, we will, without evidence of insurability, convert your insurance to an individual accident policy.

The benefits provided will be a Specific Loss Accident Indemnity schedule available from us at the date of conversion, and the amount of insurance that may be converted will not exceed the amount then in effect on the date of termination, or a total aggregate of \$100,000 for all such conversions.

You will be charged the appropriate premiums for a person of your then-current age and place of residence.

### GENERAL, EXCLUSIONS

This Plan does not cover:

- a) intentionally self-inflicted Injury or suicide while sane, self-inflicted Injury or suicide while insane;
- b) Injury caused by any act of declared or undeclared war;
- c) any Loss resulting from active full-time service in the armed forces of any country;
- d) Injury received while flying as a passenger or otherwise in any aircraft, except as specifically stated in the Aircraft Coverage provision.

**NOTE:** Benefits marked with an asterisk (\*) are only payable under one of the policies issued to your employer by Westbury Life.

Benefits marked with two asterisks (\*\*) are subject to a combined maximum with similar benefits provided under any other policy issued to your employer by Westbury Life.

ACCIDENTAL DEATH AND DISMEMBERMENT

**BENEFICIARY**

In the event of Loss **of** Life, your beneficiary will be as indicated by you on your Group Life Insurance application on file with your Employer or Group Life Insurance carrier, as the case may be. If there is no such designation or if no designated beneficiary survives you, benefits will be payable to your estate, except those under the following provisions:

Education Benefit  
Spousal Occupational Training Benefit

**If** you wish to change your named beneficiary, you must contact your employer for the necessary forms.

**NOTICE OF CLAIM**

Written notice of claim must be given to us within 180 days after the date of the accident, except in the case of accidental death where immediate notice must be given to us.

**PROOF OF LOSS**

Written proof of **Loss** must be received by us following the filing of a notice of claim, but in **no** event beyond the 180th day after the date of Loss.

# LONG TERM DISABILITY

## DEFINITIONS

The terms set out below, wherever they appear in the Long Term Disability Sections of this Plan, will be interpreted as follows:

**Disability** or **Disabled** means Total Disability or Totally Disabled as defined in this Plan.

**Elimination Period** means the period of cumulative days of a continuous Disability for which no benefit is payable. The Elimination Period is shown in the **SCHEDULE OF BENEFITS** and begins on the first day of Disability.

**Indexed Pre-Disability Earnings** means your Pre-Disability Earnings adjusted on the first anniversary of benefit payments and each following anniversary by 7%. This adjustment is not a Cost-of-Living Adjustment, and is used only to determine the Partial Disability Benefit.

**Injury** means a contusion or wound on the exterior or interior of the body caused by external, violent and accidental means and resulting directly and independently of all other means.

**Monthly Benefit** means the monthly amount payable to you under the terms of this Plan.

**Partial Disability** or **Partially Disabled** means that because of Injury or Sickness you are unable to perform all of the material duties of your regular occupation on a full-time basis, but are capable of performing at least one of the material duties of your regular occupation or other gainful occupation on a part-time or full-time basis and are capable of earning more than 20% but less than 80% of your Indexed Pre-Disability Earnings due to that same Injury or Sickness. The loss or restriction of a professional or occupational license for any reason does not, in itself, constitute Partial Disability.

**Pre-Disability Earnings** means your monthly Earnings in effect immediately prior to the date of your Disability.

**Pre-Existing Condition** means any Injury or Sickness for which you received medical treatment, consultation, care or services including diagnosis, or had drugs or medicines prescribed, or had taken prescribed drugs or medicines during the three months prior to the day you became insured under this Plan.

## LONG TERM DISABILITY

**Recurrent Disability** means a Disability which is related to or due to the same cause(s) as a prior Disability for which a Monthly Benefit was payable to you.

**Sickness** means an illness, disease, disorder, or condition, including but not limited to, complications of pregnancy, which requires treatment by a Physician but excluding any condition caused by your voluntary action whether by the ingestion of chemical substances (unless prescribed by a Physician) or otherwise.

**Total Disability** or **Totally Disabled** means because of an Injury or Sickness:

**Employees with 35 or more years of service:**

**you** are unable to perform all of the material duties of your regular occupation on a full-time basis.

**All other Employees:**

- a) **you** are unable to perform all of the material duties of your regular occupation on a full-time basis; and
- b) after Disability Benefits have been paid for 24 months, **you** are unable to perform all of the material duties of any gainful occupation for which **you** are reasonably fitted by training, education or experience.

The loss or restriction of professional or occupational license for any reason does not, in itself, constitute Total Disability.

The availability of work is not a factor in determining Total Disability.

## DISABILITY BENEFITS

When we receive proof that **you** are Disabled and require the regular care and attendance of a Physician, and after **you** have satisfied the Elimination Period, we will pay **you** a Monthly Benefit in accordance with the provisions of this Plan.

For accumulating days to satisfy the Elimination Period, the following will apply:

- a) a Disability will be treated as continuous if the Disability stops during the Elimination Period for a total number of accumulated days which is not more than **14**; and
- b) days that **you** are not Disabled will not count toward the satisfaction of the Elimination Period.

## LONG TERM DISABILITY

We will continue to pay a Monthly Benefit to you while you are Disabled and become Partially Disabled, in accordance with the provisions of this Plan, provided that:

- a) proof of the Partial Disability was submitted to us within 31 days of becoming Partially Disabled;
- b) the Partial Disability began within 31 days of the end of a period during which you were Disabled and received Disability benefits for the Disability; and
- c) the Partial Disability resulted from the same Injury or Sickness that caused the Disability.

### Total Disability Benefit

Your Monthly Benefit while Totally Disabled will be the amount determined in accordance with the SCHEDULE OF BENEFITS.

If you were covered under a prior carrier's LTD plan and you became insured under this Plan, the prior carrier's maximum monthly benefit shall be used in lieu of the Maximum Monthly Benefit as shown in the SCHEDULE OF BENEFITS in calculating your Monthly Benefit, for any Disability:

- a) caused by or contributed to by a Pre-Existing Condition, or resulting from a Pre-Existing Condition; and
- b) which begins in the first 12 months after you became insured under this Plan.

## REHABILITATION

If you are totally disabled and engage in rehabilitative employment, we will pay the Monthly Income Benefit to which you are entitled, less 50% of your rehabilitative earnings. This applies for up to 24 months after the start of your rehabilitative employment. Benefits will cease once you are no longer classified as totally disabled.

LONG TERM DISABILITY

**Direct Income Benefits**

Direct Income Benefits referred to in the **SCHEDULE OF BENEFITS** mean the following benefit amounts:

- a) The amount of any disability or pension benefits for which you are eligible under:
  - 1. a workers' compensation law; or
  - 2. any other act or law;
- b) The amount of any disability or retirement benefits under the Canada Pension Plan, Quebec Pension Plan, Old Age Security Act, or any other act as follows:
  - 1. disability benefits for which you are eligible; and
  - 2. retirement benefits received by you.

**Cost-of-Living Freeze**

After adjusting for each of the Direct Income Benefits, we will not reduce your Monthly Benefit due to any cost-of-living increases payable under Direct Income Benefits.

**Other Income Benefits**

Other Income Benefits referred to in the **SCHEDULE OF BENEFITS** mean the following benefit amounts:

- a) The amount of any disability or pension benefits for which you are eligible under:
  - 1. a workers' compensation law; or
  - 2. any other act or law;
- b) The amount of any disability or retirement benefits under the Canada Pension Plan, Quebec Pension Plan, Old Age Security Act, or any other act as follows:
  - 1. disability benefits for which you are eligible; and
  - 2. retirement benefits received by you;

#### **LONG TERM DISABILITY**

- c) The amount of any disability income benefits which you receive under a provincial government mandated motor vehicle insurance plan in Canada;
- d) The amount of disability or retirement benefits under your employer's retirement plan, as follows:
  - 1. disability benefits for which you are eligible; and
  - 2. retirement benefits received by you;
- e) The amount of any disability income benefits for which you are eligible under any other group insurance plan, including professional association plans;
- f) The amount of any disability benefits for which your Spouse, Child or Children are eligible because of your Disability, under the Canada Pension Plan, Quebec Pension Plan, Old Age Security Act or any other act; and
- g) The amount of any payments you are eligible for under any salary continuation arrangement or plan.

Item b) 2. above will not apply to disabilities which begin at or after age 65, if you are already receiving retirement benefits while continuing to work beyond attaining age 65.

#### **Cost-of-Living Freeze**

After adjusting for items a), b) and f) we will not reduce your Monthly Benefit due to any cost-of-living increases payable under Other Income Benefits.

#### **DISABILITY BENEFITS TERMINATION**

Disability benefits will cease on the earliest of the following:

- a) the day you are no longer Disabled;
- b) the day you die;
- c) the end of the Maximum Benefit Period shown in the **SCHEDULE OF BENEFITS**;
- d) the day your current earnings exceed 80% of your Indexed Pre-Disability Earnings;

#### **LONG TERM DISABILITY**

- e) the day you cease to provide proof of your continuing Disability;
- f) the day you no longer require the regular care and attendance of a Physician; or
- g) the day you for any reason cease **to** receive the recommended care and treatment which is intended to facilitate your eventual recovery and/or return to work (whether voluntary or otherwise).

#### **RECURRENT DISABILITY**

A Recurrent Disability will be treated as part of your prior Disability if, after receiving Disability Benefits under this Plan, you:

- a) return to your regular occupation on a full-time basis for less than six months; and
- b) perform all of the material duties of your occupation;

then accordingly, you will not need to satisfy another Elimination Period.

If you return to your regular occupation on a full-time basis for six months or more, a Recurrent Disability will be treated as a new period of Disability. **You** must then satisfy another Elimination Period.

In order to prevent overinsurance because of a duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to **you** under any other group long term disability plan.

#### **PRE-EXISTING CONDITION EXCLUSION**

This Plan does not cover any Disability:

- a) caused by or contributed to by a Pre-Existing Condition as defined in this Plan, or resulting from the Pre-Existing Condition; and
- b) which begins in the first 12 months after you became insured under this Plan.

#### **EXTENSION OF INSURANCE**

Subject to our approval, your insurance may be continued if your employment has been terminated by your employer and such continuation of coverage is required by the Employment Standards Act, provided that the required premium is continued to be paid. In any event, your insurance may not be continued beyond the notice of termination period prescribed by legislation.



## LONG TERM DISABILITY

### WAIVER OF PREMIUMS

Premium payments are waived during any period for which Monthly Benefits are payable to you under this Plan.

The premium will not be waived during the Elimination Period.

### GENERAL EXCLUSIONS

This Plan does not cover any Disability during which you are not under the regular care and attendance of a Physician, or resulting directly or indirectly from, or being in any manner or degree associated with **or** occasioned by:

- a) service in the armed forces, active or reserves of any country or international authority;
- b) an act **of** war, declared or undeclared, or armed aggression;
- c) active participation in a riot;
- d) committing, attempting or provoking a criminal offence or an offence under the Criminal Code of Canada; or
- e) an intentionally self-inflicted Injury or Sickness or attempted suicide while sane or insane.

No benefit or any other amount is payable under this Plan for any of the following:

- a) any disability, loss **or** expense that commences or occurs during a leave of absence except to the extent that the continuation of such insurance coverage during any period of statutory maternity or parental leave of absence is required either by any relevant federal or provincial law (whether statutory, regulatory or otherwise) or by any written agreement between your employer and you; or
- b) any period of disability, loss or expense during which you receive or are entitled to receive any basic and supplementary Employment Insurance Maternity/Parental leave benefits.

### NOTICE OF CLAIM

Written notice of claim must be given to **us** as soon as possible after the occurrence or commencement of a covered loss, but in no event beyond the 30 day period following the expiration of the Elimination Period.

**LONG TERM DISABILITY**

**PROOF OF LOSS**

Written proof of loss must be received by us following the filing of a notice of claim, but in no event beyond the 90 day period following the expiration of the Elimination Period.

## GENERAL PROVISIONS

### HOW TO FILE A CLAIM

Westbury Life is dedicated to prompt and efficient claim service. When you incur a covered loss, obtain the necessary claim forms from your employer. **Be sure to** include your name and the Group Policy number on all claim forms. When the form has been fully completed, return it to your employer who will forward the form to us.

We will not reduce nor invalidate any claim because you failed to furnish us with proof of loss within the time periods as stated in the **PROOF OF LOSS** provisions if it was not reasonably possible for you to do *so*. However, you must provide us with written proof of loss as soon as you possibly can. Please remember that we cannot process your claim until we receive the relevant information.

### LIMITATION OF ACTION

An action or proceeding against Westbury Life for the recovery of a claim under this Plan shall not be commenced more than one year after the date the insurance money became payable or would have become payable if it had been a valid claim.

### MEDICAL EXAMINATION AND AUTOPSY

Westbury Life shall have the right and opportunity to have you examined medically, at our expense, at such intervals as Westbury Life may reasonably require during the time a claim is pending under this Plan.

Westbury Life shall also have the right and opportunity to have an autopsy performed, at our expense but only if necessary to substantiate a claim for accidental death.

### SUBROGATION

In the event that benefits are paid to you under this Plan and you have a right to receive payment from any person or organization arising from the same cause, Westbury Life will be subrogated in the amount of benefits paid under this Plan to your rights of recovery against any such person or organization. **You** will reimburse Westbury Life in the amount of benefits paid to you by us.

This provision does not apply to the Accidental Death and Dismemberment benefit of this Plan.

**GENERAL PROVISIONS**

**GOVERNING JURISDICTION**

This Plan shall be governed by and construed in accordance with the laws *of* the Province of Ontario.

**ASSIGNMENT**

Except where this Plan expressly provides otherwise, the benefits contained in this Plan are not assignable.

**BY-LAWS**

No provision of the charter or by-laws of Westbury Life not included herein will void this Plan or be used in any legal proceeding hereunder.

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**THIS SPECIAL PLAN IS UNDERWRITTEN BY**

**WESTBURY CANADIAN LIFE INSURANCE COMPANY  
TORONTO OFFICE**

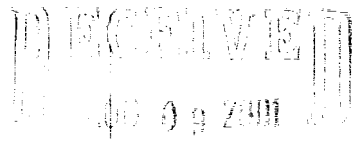
**500 UNIVERSITY AVENUE  
TORONTO, ONTARIO  
M5G 1V8**

# Your Group Insurance Benefits

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**PEI**  
**SERVICES INC.**  
A VERSATECH COMPANY



MANAGEMENT

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**APEX METALS INC.**

This Booklet provides you with a brief outline of the benefits for which you and, if applicable, your dependents are eligible. This booklet does not confer or create any contractual or other rights.

The exact terms of the benefits are described in the Group Policy issued by The National Life Assurance Company of Canada. All rights with respect to the benefits will be governed solely by the Group Policy and in the event of a discrepancy between the Booklet and the Group Policy, the terms of the Group Policy will apply.

All matters and questions which you may have regarding your benefits should be handled by your plan administrator.

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## SUMMARY OF BENEFITS

This section provides a summary of the benefits for which you and, if applicable, **your** dependents, are eligible to be covered for. A more detailed description of the benefits follows this section.

### LIFE INSURANCE BENEFIT

#### Basic Life Insurance For Employees

<u>Classification</u>	<u>Amount of Basic Life Insurance</u>
All Employees	\$75,000

#### Termination

Your Basic Life Insurance will terminate at the earlier of, attainment of age 70 or retirement.

## SUMMARY OF BENEFITS

### SUPPLEMENTARY HEALTH INSURANCE BENEFIT FOR EMPLOYEES AND DEPENDENTS

#### Covered Expenses

- Hospital Care
- Nursing Care
- Convalescent Home Care
- Ambulance, Laboratory and Out-Patient Charges
- Prescribed Drugs (Drug Card Plan)
- Paramedical Care
- Appliances
- Physician's Services
- Out of Canada Emergency Coverage
- Out of Canada Referral Coverage
- Accidental Dental Care
- Vision Care

#### Cash Deductible

- Prescribed **Drugs** \$0.35 per prescription
- **All** Other Covered Expenses Not subject to a Cash Deductible

#### Benefit Percentage

- **All** Covered Expenses 100%

The Benefit Percentage means that part of the Covered Expense that the Insurer pays after the Cash Deductible has been satisfied.

#### Covered Expense Maximums

- Hospital Care Semi-private room rate.
- Nursing Care \$25,000 in any 3 consecutive calendar years.
- Convalescent Home Care \$20 per day.

## SUMMARY OF BENEFITS

- Paramedical Care	Physiotherapist: reasonable and customary. Chiropractors and Podiatrists: \$600 in any calendar year. \$400 in any calendar year for all other practitioners. The maximum is applied separately to each practitioner.
- Out of Canada Emergency Coverage	\$1,000,000 per lifetime.
- Out of Canada Referral Coverage	\$50,000 per lifetime.
- Vision Care	\$220 in any continuous period of 24 months for adults. \$220 in any continuous period of 12 months, for a dependent child under the age of 19 years. \$200 per surgery for lenses required as a result of cataract surgery. \$25 for ocular exams, limited to one in any 2 calendar years.

Additional maximums are applicable to the Covered Expenses provided under this Benefit. You should refer to the Benefit description for these maximums.

### **Lifetime Maximum Benefit**

\$5,000,000 in respect of each insured person to age 65. However, at age 65 the maximum will reduce to \$15,000 per lifetime.

### **Termination**

**This** Benefit will terminate at the earlier of, attainment of age 70 or retirement, by the insured person.

## SUMMARY OF BENEFITS

### DENTAL EXPENSE BENEFIT FOR EMPLOYEES AND DEPENDENTS

#### Covered Expenses

##### Part A Services

- Diagnostic
- Preventive
- Restorative
- Minor Surgical
- Other (includes denture rebasing and relining)

##### Part B Services

- Endodontic Services
- Periodontic Services
- Oral Surgery

##### Part C Services

- Prosthodontic Services - Removable
- Prosthodontic Services - Fixed
- Major Restorative Services

##### Part D Services

- Orthodontia (Limited to dependent children under 19 years of age, when treatment commenced)

#### Cash Deductible

- All Covered Expenses Not subject to a Cash Deductible

#### Benefit Percentage

Part A Services	100%
Part B Services	100%

## SUMMARY OF BENEFITS

**Part C Services** 50%

**Part D Services** 50%

The Benefit Percentage means that part of the Covered Expense that the Insurer pays after the Cash Deductible has been satisfied.

### Schedule of Fees

Current Provincial Fee Schedule less one year, for General Dental Practitioners or Specialists.

### Covered Expense Maximums

**Part A, B and C Services (combined)** Unlimited. However, expenses for temporomandibular joint dysfunction services will be limited to a lifetime maximum of \$1,000.

**Part D Services** \$1,500 per lifetime.

Benefits for some dental procedures are limited. You should refer to the Benefit description for these limits.

### Termination

This Benefit will terminate at the earlier of, attainment of age 70 or retirement by the insured person.

## **LIFE INSURANCE BENEFIT FOR EMPLOYEES**

### **Benefit**

In the event of your death **FROM ANY CAUSE**, the amount of Life Insurance for which you are eligible will be paid to your beneficiary.

You name your own beneficiary and should you desire to change beneficiaries at any time you may do *so* (subject to any applicable law) by completing the necessary form which may be obtained from your employer.

### **Waiver of Premium Benefit**

If you become disabled prior to age 65 and your disability lasts for a continuous period of 6 months, your Life Insurance will be continued without payment of further premiums while you remain disabled. The coverage being continued will terminate on your 65th birthday.

The amount **of** Life Insurance for which premium payments are being waived will be the amount of Life Insurance you were insured for on the date your total disability commenced.

This Benefit will be subject to proof of initial and continuing disability **as** set out in the Group Policy.

**As** used in this Benefit, "totally disabled" means your complete incapacity due to **a** medically determinable mental or physical impairment to perform substantially all of the essential duties of any occupation or employment for which you are reasonably qualified by education, training or experience .

### **Conversion Privilege**

If your Life Insurance should terminate on or prior to your 65th birthday, you will, in specific circumstances, have **a** conversion privilege with respect to such insurance. The conversion privilege, if any, will be **as** set out in the Group Policy.

NOTE: The total amount of Life Insurance that you can convert during the lifetime of **the Group** Policy will be \$200,000.

## **SUPPLEMENTARY HEALTH INSURANCE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

### **Benefit**

The Insurer will reimburse you for **all** covered expenses which are incurred by you or your insured dependents in an amount equal to the Benefit Percentage as outlined under the Summary of Benefits. Such amount will be subject to the Cash Deductible, any dollar maximums shown in the Summary of Benefits, and the limitations and exclusions included in this Benefit. The covered expenses apply separately to each insured person.

### **Covered Expenses**

**A** charge made for any of the following services and supplies shall be considered to be a covered expense provided:

- (1) The charge is deemed to be reasonable and customary by the Insurer. If the charge is in excess of what is deemed reasonable and customary, it will only be covered up to the level which has been deemed reasonable and customary.
- (2) The charge is incurred after the person became insured under this Benefit.
- (3) The services **or** supplies are deemed by the Insurer to be medically necessary.
- (4) Coverage of the services or supplies is not prohibited under the Provincial Hospital or Provincial Medicare Act of your province of residence.

Out-of-province including out-of-country expenses are payable in excess of the benefits provided by the Provincial Hospital and/or Provincial Medicare Act of your province of residence, where not prohibited by government legislation or regulation.

### **Hospital Care**

- (1) Room and board charges made by a hospital, as shown in the Summary of Benefits.

## **SUPPLEMENTARY HEALTH INSURANCE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

- (2) Hospital services and supplies furnished during a hospital confinement (not including special nursing services).

### **Nursing Care**

Private duty nursing when (i) certified in writing by the attending physician as medically necessary and (ii) performed in the patient's home by a registered graduate nurse or registered nursing assistant, provided the nurse is not a relative of yours and does not have the same legal residence as you. All private duty nursing care must be pre-approved by the Insurer.

### **Convalescent Home Care**

Room and board charges made by a convalescent home which is licensed by the appropriate licensing authority, to the extent that the charges are not covered by any other plans and do not include any part of a charge exceeding the limit stated under the **Summary** of Benefits, for a maximum of 120 days during any one continuous period of confinement provided the confinement:

- (1) occurs within 48 hours following a hospital stay of at least 3 consecutive days,
- (2) is for the same cause or causes as the preceding hospital stay,
- (3) has been recommended and approved, in writing, by a legally licensed physician, and
- (4) is primarily for rehabilitation or convalescent care and not primarily for custodial care.

"Continuous period of confinement" as used above, shall include all periods of confinement in a convalescent home which are due to the same or related cause or causes except periods of confinement separated by more than (i) 30 consecutive days, with respect to you and (ii) 180 consecutive days with respect to your dependent, during which you or your dependent was not so confined.



## **SUPPLEMENTARY HEALTH INSURANCE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

### **Ambulance, Laboratory and Out-Patient Charges**

- (1) Use of professional ambulance service (including, where necessary, use of air ambulance and scheduled common carrier), to transport the insured person in a medical emergency to the nearest hospital equipped to provide the required treatment.
- (2) X-ray examinations and other diagnostic laboratory services.
- (3) Out-patient charges.

### **Prescribed Drugs (Drug Card Plan)**

The quantity of drugs and medicines which may be dispensed for any one prescription will be limited to that amount sufficient for up to a 34-day period, except in the case of drugs and medicines for long term therapy for which **up to** a 100 day supply is allowable.

- (1) **Drugs** which are prescribed by a legally licensed physician, surgeon or dentist.
- (2) Smoking cessation products, limited to a lifetime maximum of \$500.
- (3) Intrauterine devices.
- (4) Serums and injectable vitamins.
- (5) Dietary foods/supplements, aids, minerals **or** electrolyte replacements, where prescription is required by law.
- (6) Insulin supplies (such **as** needles, syringes, and diagnostic tests), but excluding swabs and rubbing alcohol.
- (7) Anaesthetics, oxygen and administration thereof.
- (8) Blood and blood plasma and administration thereof to the extent that charges are not reduced by any blood donations.

## **SUPPLEMENTARY HEALTH INSURANCE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

- (9) Items not covered, whether prescribed or not, include in part: any drug, medication, or other health care product which is purchased without a prescription; infertility drugs; patented medicines and G.P. products; first aid and surgical supplies; atomizers and vaporizers; salt and sugar substitutes; infant formulae; contact lens care products; diagnostic aids and laboratory tests; contraceptives other than oral and intrauterine devices; anti-obesity, and other habit breaking drugs, except as provided above.

### **Paramedical Care**

Services performed by a licensed Chiropodist or Podiatrist, Chiropractor, Masseur, Naturopath, Osteopath, Speech Therapist, Physiotherapist, or Psychologist, excluding any charges in excess of the limits stated in the Summary of Benefits.

Please note that services performed by a Masseur must be recommended and approved, in writing, by a legally licensed physician.

### **Appliances**

The Insurer will rent or purchase at its option the following:

splints excluding dental splints,  
apnea monitors for respiratory dysrhythmias,  
canes and walkers,  
crutches,  
casts,  
burn garments,  
sleeves for lymphoedema following mastectomy,  
support hose (calendar year maximum of \$50 per insured person),  
braces with rigid support,  
artificial eyes, limbs and prostheses including repair once per calendar year and replacement once every 4 years,  
wigs required as a result of chemotherapy or bodily injury (lifetime maximum of \$500 per insured person),  
back supports,  
stump socks,

## SUPPLEMENTARY HEALTH INSURANCE BENEFIT FOR EMPLOYEES AND DEPENDENTS

shoulder harnesses,  
head halter,  
traction apparatus,  
cervical collar,  
colostomy and ileostomy apparatus and supplies,  
catheters,  
external breast prosthesis (\$200 per insured person in any calendar year),  
surgical bras (two per insured person in any calendar year),  
needles and syringes for diabetics,  
Clinitest, Dextrose Sticks or similar home chemical testing supplies for diabetes,  
lancets,  
diabetic monitoring and administration equipment (lifetime maximum of \$1,000 per insured person),  
non-electric wheelchairs (lifetime maximum of \$2,000 **per insured person**) or electric wheelchairs where medically necessary (lifetime maximum of \$4,000 per insured person).  
hospital beds,  
bed rail,  
trapeze bar,  
transcutaneous nerve stimulator (lifetime maximum of \$2,000 per insured person),  
intermittent positive pressure breathing machine,  
aerosol equipment, mist tents and nebulizers for cystic fibrosis, acute emphysema, chronic obstructive bronchitis or chronic asthma,  
oxygen tent and oxygen supplies,  
sphygmomanometers (lifetime maximum of \$200 per insured person).  
orthopedic shoes (one pair per calendar year per insured person),  
Orthotic appliances which are specifically designed and constructed for the insured person and which were recommended, in writing, by a legally licensed physician or surgeon. If the orthotic appliances are custom made arch supports they will be subject to a maximum of \$450 every 3 calendar years for an adult and \$450 every calendar year for a dependent child.  
Hearing aids obtained on a written prescription of a physician licensed as a otolaryngologist (excluding charges for repair or maintenance) up to \$650 **per** insured person in any 5 consecutive calendar years.

## **SUPPLEMENTARY HEALTH INSURANCE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

### **Physician's Services**

- (1) Charges made by a legally licensed physician or surgeon in your province of residence, in excess of the current tariff of the relevant Medical Association, where not prohibited by any government legislation or regulations.
- (2) Charges made by a legally licensed physician or surgeon in respect of services performed outside of your province of residence but excluding any benefit payable under **the** provincial government plan and where not prohibited by any government legislation or regulations.

### **Out of Canada Emergency Coverage**

Charges made for services performed outside of Canada provided that:

- (1) The services are required for emergency treatment of an injury, disease or pregnancy while travelling.
- (2) The emergency occurs within the first 90 days of the insured person's absence from Canada.
- (3) The services are defined under this Benefit.
- (4) The services would have been covered if they had been performed in Canada.

### **Out of Canada Referral Coverage**

Charges made for services performed when an insured person is referred outside of Canada for medical treatment provided that:

- (1) The treatment cannot be provided in Canada.
- (2) The services are defined under this Benefit.
- (3) The treatment is deemed to be medically necessary as certified in writing by at least two physicians practicing in Canada, one of whom regularly

## **SUPPLEMENTARY HEALTH INSURANCE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

attends the insured person, the other whom specializes in the field of medicine applicable to the condition being treated and neither of whom is the insured person nor a member of his family.

- (4) The treatment must be accepted as normal treatment for the condition and must not be considered experimental.
- (5) A benefit for the treatment must be payable under either the Provincial Hospital or Provincial Medicare Act of your province of residence. This must be confirmed, in writing, with the administrators of such Act prior to the services being performed.
- (6) The Insurer has approved the treatment, in writing, prior to the treatment being performed.

### **Travel Assist**

This coverage is provided by the Insurer through World Access Canada Inc.

To make use of this coverage simply phone the number on your ULTRA TRAVEL ASSIST card and provide whatever information is requested by the co-ordinator at World Access Canada Inc.

The following charges and services will be supplied with respect to a medical or personal emergency while you and/or your insured dependents are travelling outside of Canada for the purpose of vacation or business provided the medical or personal emergency occurs during the first 90 days after the commencement of the absence from Canada:

- (1) Multilingual assistance by telephone or telex, 24 hours a day, 365 days a year. (This includes interpretation services in most major languages.)
- (2) Assistance in locating appropriate medical care.
- (3) If required to obtain needed emergency medical treatment, an advancement of funds will be provided for such treatment, subject to a maximum of \$5,000.

## **SUPPLEMENTARY HEALTH INSURANCE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

- (4) If your or your insured dependent's medical condition requires it, transportation to a medical facility or repatriation to a hospital in Canada, under proper medical supervision, if needed, will be arranged.
- (5) If you and/or your insured dependents are travelling together and miss a pre-arranged return flight home due to the hospitalization or death of one member, economy class transportation will be arranged and paid for to the original point of departure in Canada. (If the return tickets have any redeemable value only the additional costs necessary after applying such value to the transportation will be provided.)
- (6) If you or your insured spouse is hospitalized and as a result your insured children are left unattended, economy class transportation will be arranged and paid for to their usual home in Canada. If needed an escort will be arranged. (If valid transportation tickets should exist only the additional costs necessary for the return tickets after applying the value of the original tickets will be provided.)
- (7) If you or one of your insured dependents are travelling alone and are hospitalized for at least 7 consecutive days, round-trip economy class transportation will be arranged for a spouse, parent, child, brother or sister to visit. (The visit must be considered by the attending physician to be beneficial to the patient.)
- (8) If a transportation benefit is provided under 5, 6 or 7 above, charges incurred for commercial accommodation and meals will be reimbursed, up to a maximum of \$150 per day for a period of up to 7 days. (For reimbursement retain the receipts and submit them to World Access Canada Inc. upon returning to Canada.)
- (9) If you or one of your insured dependents should die while travelling outside of Canada, all necessary authorizations and arrangements will be made to return the remains to their province of usual residence. A maximum of \$3,000 will be provided. (The cost of a burial coffin will be excluded.)

Note: The maximum amount provided under 5, 6, 7, 8 and 9 above, during any one travel emergency will be \$10,000.

## **SUPPLEMENTARY HEALTH INSURANCE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

- (10) Assistance in replacing lost or stolen documents or tickets.
- (11) Assistance in locating legal assistance and, if needed, arranging cash advances from credit cards, family or friends to pay bail or legal fees.
- (12) A message center where messages will be held for and from you or your insured dependent who is travelling, for up to 15 days.

The following limitations will apply to this Covered Expense:

- (1) You and/or your insured dependent will be responsible for any services requiring payment of \$200 or less. (For these services submit the receipts to the government body administering the Provincial Hospital or Provincial Medicare Act of your province of residence and the Insurer for reimbursement.)
- (2) Services will not be provided in (i) Canada, (ii) countries designated from time to time (it is your responsibility to enquire with World Access Canada Inc., whether the services are provided in a particular country prior to your or your insured dependent's departure), and (iii) any countries where the local authorities refuse to permit the providing of the services described above.

Neither the Insurer nor World Access Canada Inc. and its affiliated companies will be responsible for the availability, quantity, quality or results of services requested and received under this Covered Expense or the failure of you and/or your insured dependents to receive medical services for any reason.

### **Accidental Dental Coverage**

Charges by a legally licensed dentist for treatment necessitated by a traumatic injury to sound natural teeth or the surrounding tissues provided:

- (1) The damage is not due to an object or food placed wittingly or unwittingly in the mouth.
- (2) The injury occurs while the insured person is insured under this Benefit.

## **SUPPLEMENTARY HEALTH INSURANCE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

- (3) The charges are incurred within twelve months of the injury. However, if the charges are to be incurred more than 60 days after such injury, a treatment plan must be submitted to the Insurer at its Head Office within 60 days of the injury.
- (4) The treatment is the least expensive that will provide a professionally adequate treatment.
- (5) No payment will be made by the Insurer for **any** part of the charge which exceeds the amount shown for the treatment in the Current Provincial Fee Schedule for general practitioners in your province of residence.

The total amount payable under this covered expense during the lifetime of the insured person (whether or not the insured person is continuously insured) including any amount payable for charges incurred following discontinuance of the insured person's insurance under this Benefit shall not exceed the limit stated in the Summary of Benefits.

### **Vision Care**

The following items are covered excluding any charge in excess of the items stated in the Summary of Benefits.

- (1) Ocular examination (including refraction) limited to \$25, not more than one in any 2 calendar years (unless covered under provincial legislation and regulation.)
- (2) Treatment of eye for accidental injury or disease.
- (3) Diagnostic services for suspected disease.
- (4) Cost of frames, lenses and fitting of prescription glasses and contact lenses.
- (5) Cost of lenses required as a result of cataract surgery.
- (6) Visual training by a licensed optometrist.



## **SUPPLEMENTARY HEALTH INSURANCE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

### **Extension of Benefits**

If you or your insured dependent is disabled on the date your or their insurance is discontinued under this Benefit, benefits will be available during the continuance of such disability but only while this Benefit remains in force and only with respect to the charges for covered expenses which arise **as** a result of the disability, provided such charges are incurred within three months of the date of the discontinuance.

**As** used above “disabled” and “disability” mean

- (1) with respect to you, a state of incapacity resulting from disease, injury or pregnancy by which you are unable to perform substantially all of the essential duties of any occupation or employment for which you are reasonably qualified by education, training or experience, and
- (2) with respect to your dependent, that due to injury, disease or pregnancy your dependent is confined to hospital or is receiving treatment by a legally licensed physician or surgeon.

### **Survivor Benefit**

If you die while insured under this Benefit and prior to any continuance of insurance **as** provided under the Extension of Benefits section, insurance under this Benefit will be continued with respect to your dependents who were insured under this Benefit on the date of your death, without payment of premiums. The insurance will terminate on the earliest of:

- (1) 2 years following the date of your death, and
- (2) the date the dependent no longer qualifies as a dependent, and
- (3) the date of termination of this Benefit with respect to active employees.

## **SUPPLEMENTARY HEALTH INSURANCE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

### **Coordination of Benefits**

The Group Policy includes a Coordination of Benefits provision. This provision operates in the event that you and/or **your** insured dependents are covered under this policy as an employee and **as** a dependent or as a dependent **of** more than one employee, or under another Group Plan, **or** individual insurance plan, **or** any government legislated automobile insurance plan including the Quebec Automobile Insurance Plan, and ensures that payments made by all plans do not exceed the actual expenses incurred.

### **Exclusions**

"Covered Expenses" shall not include any charge:

- (1) For any services or benefits which are "insured services or benefits" under any government legislation or regulation and to the extent that insurance for such service is prohibited by law.
- (2) For or in connection with general health examinations, or for eye examinations made **for** or in connection with diagnosis or treatment of stigmatism, myopia or hyperopia.
- (3) For or in connection with the treatment of pre-existing dental disease **or** orthodontic malocclusion in order to facilitate treatment for a traumatic injury to sound natural teeth or the surrounding tissues.
- (4) For or in connection with a surgical procedure or treatment performed **for** primarily cosmetic reasons, or for hospital confinement for such procedure or treatment.
- (5) Which occurs **as** a result of **an** insurrection, war or any act of war (declared **or** undeclared.)
- (6) Which occurs **as** a result of participation in a riot or civil commotion.
- (7) Which results from the commission of or attempted commission of a criminal offense or the provoking of an assault. (This clause will not be applicable if the criminal offense is for the operation of a motor vehicle

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while under the influence of alcohol.)

- (8) Which results from an intentionally self-inflicted injury while sane **or** insane.
- (9) For services for which the recipient is not required to make payment or where payment is received **as a** result of legal action **or** settlement.
- (10) For any drugs, medicines, medical testing, surgical procedures and appliances considered by the Insurer to be experimental and not recognized by the Canadian Medical Association **as** an established standard treatment for the condition.
- (11) **For** private duty nursing where:
  - (a) services are performed by **a** registered graduate nurse unless such qualified individual **is** required to administer intravenous medication **or** narcotics and to continuously monitor the vital signs of the patient;
  - (b) services are performed by **a** registered nursing assistant when the care could be administered by **a** less qualified individual;
  - (c) no record of the nurse's daily duties are submitted **as** part of the proof of claim.
- (12) **For** any fees charged in respect of services performed **by** a legally licensed physician **or** surgeon in your province of residence which are not included in the current tariff of the provincial government plan.
- (13) **For or** in connection with any services received or performed outside of Canada which (i) are due to a pregnancy (includes childbirth, miscarriage or any complications incident to a pregnancy) and which are received or performed after the 32nd week **of** gestation, or (ii) are due to the deliberate inducement of **a** miscarriage.
- (14) For any emergency services provided outside of Canada if the absence from Canada was for **a** purpose other than business or vacation travel.

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- (15)** For which the insured person incurs while attending an accredited educational institute, college or university outside of Canada.
- (16)** For which the insured person may apply and receive indemnity or compensation under any Worker's Compensation Act.

## **DENTAL EXPENSE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

### **Benefit**

The Insurer will reimburse you for all reasonable and necessary charges, pertaining to yourself and your dependents, for the following covered expenses performed or prescribed by a legally licensed dentist. Payment will be made up to the amount set for General Practitioners or Specialists in the applicable Provincial Association Schedule of Fees subject to the Benefit Percentage, Cash Deductible and any dollar maximums shown in the Summary of Benefits, and the limitations and exclusions included in this Benefit.

WHEN YOU OR YOUR DEPENDENTS ARE VISITING A DENTIST, IT IS IMPORTANT THAT YOU REFER THIS BOOKLET TO HIS/HER ATTENTION SO THAT HE/SHE MAY ADVISE YOU IF HIS/HER PRESCRIBED SERVICES ARE COVERED BY THE GROUP POLICY.

When a course of treatment is expected to exceed \$1,000 or when an alternative course of treatment is available, you may want to submit a treatment plan, prepared by the dentist, for review prior to the treatment commencing. This will enable the Insurer to determine for you what level of coverage will be provided under this Benefit with respect to the proposed treatment, thus avoiding any potential misunderstandings.

### **Covered Expenses**

#### **Part A Services**

##### **(1) Diagnostic**

- Examinations (not more than once in 3 consecutive calendar years)  
01101, 01102, 01103
- Recall examinations (not more than (i) 2 recall oral examinations in a calendar year and no more than 1 per day and (ii) 2 emergency and specific oral examinations in total during a calendar year and no more than 1 per day)  
01202, 01205, 01204

## **DENTAL EXPENSE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

- X-rays: complete series (not more than once in 3 consecutive calendar years); bitewings (up to six films in any calendar year); panoramic film (not more than once in any 3 consecutive calendar years)  
02102, 02101, 02111-02125, 02131-02136, 02141-02146, 02201-02204, 02209, 02304, 02401, 02402, 02409, 02411, 02412, 02419, 02504\*, 02509\*, 02601, 02701-02704, 02709, 02801, 02802, 02809, 02911-02919, 02931-02934, 02939, 02921  
\*(limited to the maximum outlined in the Summary of Benefits)
- Laboratory examinations  
04101, 04201, 04311-04313, 04321-04323, 04401, 04501, 04509
- Consultations (not more than 2 units per calendar year)  
05101-05104, 05109, 05201, 05202, 05209, 93111, 93112, 93119

### **(2) Preventive**

- Dental prophylaxis (not more than twice in any calendar year and excludes periodontal scaling and root planing within a six month period)  
11101, 11201, 11301, 11102, 11202, 11302, 11103, 11203, 11303
- Fluoride treatment (not more than once every 5 months, limited to children under the age **of** 19)  
12101, 12102
- Other preventive: oral hygiene instruction (not more than once every 3 calendar years); pit and fissure sealants for first tooth and each additional tooth same quadrant (limited to children under 19 years **of** age)  
13211-13214, 13219, 20111, 20119, 13401, 13409
- Occlusal equilibration (not in conjunction with the delivery and post-insertion of (i) single restorations at the same appointment or (ii) fixed or removable prosthesis by the same dentist for a period of three months: limited to 2 units per calendar year)  
43311-43314, 43319

## **DENTAL EXPENSE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

**(3) Restorative** (Services only covered if necessitated by decay or traumatic injury)

- Amalgam restorations  
21101-21105, 21211-21215, 21221-21225
- Retentive pins  
21401-21405
- Tooth coloured composite restorations: permanent anteriors, acid etch/bond technique (not to be used for Veneer Applications or Diastema Closures)  
23101-23105, 23111-23115, 23221-23225, 23211-23215, 23321-23324, 23311-23314, 23501-23505, 23511-23514, 23401-23405, 23411-23415
- Gold foil restorations (reimbursement made only to the level of the suggested fee for the similar class of restoration using amalgam or composite)  
24101-24104, 24201-24203
- Crown-single-preformed (limited to children under 18 years of age)  
22201, 22211, 22301, 22311, 22401, 22411

**(4) Minor Surgical**

- Removal of tooth, erupted tooth (uncomplicated)  
71101, 71109
- Surgical removals  
71201, 71209, 72111, 72119, 72211, 72219, 72221, 72229, 72231, 72239
- Removal of residual roots  
72321, 72329, 72331, 72339
- Secondary haemorrhage control  
79402

**DENTAL EXPENSE BENEFIT FOR EMPLOYEES AND  
DEPENDENTS**

**(5) Additional Services**

- Anaesthesia  
92101, 92102, 92212-92219, 92222-92229, 92252-92259,  
92311-92319, 92331-92339, 92341
- Special Visits (limited to \$250 in any calendar year)  
94101, 94302
- Denture repairs (limited to twice in any calendar year)  
55201, 55202, 55101, 55102, 55401, 55402, 55301 55302, 27721
- Denture rebasing and relining (limited to once in any calendar year)  
56211-56213, 56221-56223, 56231-56233, 56241-56243,  
56311-56313, 56321-56323
- Space maintainers (limited to children under 18 years of age)  
15101, 15102, 15104, 15201, 15202, 15403, 15601, 15501

**Part B Services**

**(1) Endodontics**

- Pulp capping and pulpotomy  
32232, 32231
- Root canal therapy  
33111, 33121, 33131, 33141, 33401-33403
- Apexification  
33601-33604, 33611-33614
- Periapical services  
34111-34114, 34121-34124, 34131-34133, 34141-34143,  
34211-34215, 34221-34224
- Root amputation  
34411, 34412



## **DENTAL EXPENSE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

- Other endodontic procedures  
39101
- Hemisection, canal and/or pulp chamber enlargement  
34421-34423, 34601-34603, 34609
- Bleaching  
39311-39313, 39319
- Intentional removal, apical filling and reimplantation  
34451-34453
- Removal of root filling materials or foreign bodies  
33115, 33125, 33135, 33145
- Emergency procedures  
32221, 32222, 32311, 32312, 32321, 39201, 39202, 39211, 39212,  
20131, 20139, 76941, 76949, 76951, 76952, 76959

### **(2) Periodontics**

- Non-surgical services  
41101-41104, 41109, 41221-41224, 41229, 41301, 41302, 41309
- Surgical services  
42111, 42201, 42311, 42321, 42411, 42421, 42611, 42621, 42511,  
42521, 42531, 73411, 73421, 73431, 73441, 73451, 73461,  
42821-42823, 42829
- Adjunctive periodontal services: scaling and root planing (limited to 8 units  
per calendar year and excludes codes 11101, 11201, 11301, 11102, 11202,  
11302, 11103, 11203, 11303, within a six month period); maintenance,  
adjustments and repairs to appliances (not more than twice in any calendar  
year); TMJ intra-oral appliance impression, insertion and adjustment (limited  
to once every 4 years)  
43111, 43211, 43221, 43231, 43241, 43251, 43261, 43281, 43289,  
43411-43416, 43419, 43421-43426, 43429, 43611, 43612,

**DENTAL EXPENSE BENEFIT FOR EMPLOYEES AND  
DEPENDENTS**

43621-43623, 43629, 43721, 43722

**(3) Oral Surgery**

- Surgical exposure of tooth: transplantation of a tooth (up to a maximum of \$150); surgical repositioning of a tooth (up to a maximum of \$150)  
42331, 42339, 72511, 72519, 72521, 72529, 72531, 72539, 72611, 72619, 72631, 72639, 72641, 72649
- Alveoloplasty  
73111, 73121
- Gingivoplasty and/or stomatoplasty  
73211, 73221, 73222
- Osteoplasty  
73152, 73153, 73154, 73161
- Surgical excision **and** incision  
74111, 74112\*-74118\*, 74631, 74632\*-74638\*,  
75111, 75112, 75121, 75122  
(\* - to a maximum of \$150)
- Fractures: open reduction - mandibular (to a maximum of \$750); open reduction - maxilla (to a maximum of \$750)  
76201, 76202-76204, 76301, 76302-76304, 76911-76913, 76961, 76962
- Frenectomy  
77801, 77802, 78102
- Miscellaneous  
79111, 79311-79313, 79321, 79322, 79331, 79341, 79332, 79342, 79333, 79343, 79601-79604
- Drugs  
96201, 96202

## **DENTAL EXPENSE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

### **Part C Services**

#### **(1) Prosthodontic - Removable**

- Complete dentures  
51101-51103, 51301-51303
- Partial dentures  
52101-52103, 52301-52303, 52401-52403
- Cast chrome cobalt (not gold)  
53101-53103, 53201-53203, 53304, 53104, 53301, 53302, 53205
- Precision attachment of cast chrome cobalt (not gold, limited to \$550 plus lab fees)  
53401-53403, 53611, 53621
- Denture adjustments (limited to twice in any calendar year)  
54201, 54202, 54209, 54301-54303
- Miscellaneous: denture/implant retained prosthesis prophylaxis and polishing (limited to once every two years)  
55501, 55509, 56511-56513, 56521-56523

#### **(2) Major Restorative Services**

- Restoration inlays (limited to amalgam restorations equivalent)  
25111-25114, 25121-25124, 25131-25134, 25141-25144
- Onlay restorations  
25511, 25521, 25531
- Retentive pins in onlays  
25601-25605
- Crowns - single restorations only (porcelain or acrylic limited to teeth 1-6)  
27111, 27114, 27201, 27211, 27301, 27311, 25711-25713,  
25721-25723, 27501, 27502, 27601, 27602

## **DENTAL EXPENSE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

- Other restorative services: recement/rebond inlays, onlays, crowns and veneers (limited to once per year)  
29101-29103, 29109, 29301-29303, 29309, 25731-25733,  
25741-25743, 25751, 25752, 27401, 27409, 27122

### **(3) Prosthodontic Services- Fixed**

- Pontics (porcelain or acrylic limited to teeth 1-6)  
62101, 62501, 62502, 62701, 62103
- Retainers - inlay, onlay  
67321, 67322, 67331, 67341
- Repairs (porcelain or acrylic limited to teeth 1-6)  
66111-66113, 66119, 66211-66213, 66219, 66301-66303, 66309
- Retainers - crowns (porcelain or acrylic limited to teeth 1-6): telescoping crown unit (to a maximum of \$450 plus **lab**); precision attachments (to a maximum of \$150 plus lab)  
67102, 67201, 67202, 67211, 67311, 67301, 67502, 67212, 67312
- Retentive pins in abutments  
69301-69305
- Other: provisional coverage in extensive or complicated restorative dentistry (to a maximum of \$50 plus **lab**)  
69701, 69702

### **Part C Services: Exclusions and Limitations**

Covered expenses will not include any charges incurred directly for or as a result of the following:

- (1) The replacement of an existing appliance (fixed bridgework, removable partial or complete dentures) which **has** been lost or stolen.

## **DENTAL EXPENSE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

- (2) The replacement of, or addition to an existing appliance (fixed bridgework, removable partial or complete dentures) unless (i) necessitated by the extraction of one or more additional natural teeth, (ii) the existing appliance is at least 4 years old and cannot be repaired, or (iii) the existing appliance is temporary and is replaced with a permanent bridge or a permanent denture.

If the replacement appliance is of a different type, the maximum amount payable will be limited to the current coverage of the type of appliance being replaced.

- (3) The initial installation of an appliance (fixed bridgework, partial or complete dentures), unless the appliance is required to replace one or more natural teeth which have been extracted.
- (4) The initial provision of crowns, inlays onlays or veneers unless the insured person's tooth is broken down by decay or traumatic injury and cannot be restored with an amalgam or composite restoration.
- (5) The replacement of crowns, inlays, onlays or veneers unless (i) the insured person's tooth is further broken down by decay or traumatic injury and cannot be restored with an amalgam or composite restoration, and (ii) a continuous period of 4 years has elapsed since the last date on which the crown, inlay, onlay or veneer was provided.

### **Part D Services**

#### **Orthodontia**

- Observation and adjustment: repairs, alterations and recementations (to a maximum of \$50 plus lab)  
80601, 80602, 80631, 80632, 80639, 80641, 80642, 80649, 80651, 80659, 80661, 80669
- Active orthodontics- removable  
81111-81114, 81121, 81122, 81131, 81132, 81135, 81141, 81142, 81151, 81152

## **DENTAL EXPENSE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

- Fixed or cemented - bilateral  
81211, 81212, 81231, 81232, 81241, 81242, 81251, 81252, 81254,  
81253, 81261, 81262, 81271, 81272
- Fixed or cemented - unilateral  
81221, 81222, 81243
- Appliances to control harmful habits  
14301, 14101, 14102, 14201, 14202, 14311, 14312, 14319
- Retention appliances  
83101, 83102

If, in the opinion of the orthodontist, the course of treatment is likely to extend beyond one year, then the Insurer will make quarter-yearly payments only upon receipt of a completed claim form.

### **Coordination of Benefits**

The Group Policy includes a Coordination of Benefits Provision. This provision operates in the event that you and/or your insured dependents are covered under the policy as an employee and as a dependent or as a dependent of more than one employee, or under another Group Plan, or individual insurance plan, or any government legislated automobile insurance plan including the Quebec Automobile Insurance Plan and ensures that payments made by all plans do not exceed the actual expenses incurred.

### **Survivor Benefit**

If you die while insured under this Benefit and prior to any continuation of insurance as provided under an Extension of Benefits section, the insurance under this Benefit will be continued with respect to your dependents who are insured under this Benefit on the date of your death, without payment of premiums. The insurance will terminate on the earliest of:

- (1) 2 years following the date of your death, and

## **DENTAL EXPENSE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

- (2) the date the dependent no longer qualifies as a dependent, and
- (3) the date of termination of this Benefit with respect to active employees.

### **Limitations**

If the date your insurance commenced is more than 31 days after the date you became eligible, covered expenses are limited to \$200 for you and \$200 for each of your dependents for the first 12 months of coverage, during which time full premiums must be paid.

### **Exclusions**

The determination of "Covered Expenses" shall not include any charge:

- (1) For services or treatment due to insurrection or war, declared or undeclared, whether or not the insured person is actually participating in such insurrection or war.
- (2) For services or treatment due to participation in any riot or civil commotion.
- (3) For services or treatment due to the commission of or attempted commission of a criminal offense or provoking an assault. (This clause will not be applicable if the criminal offense is for the operation of a motor vehicle while under the influence of alcohol.)
- (4) For services or an examination performed by a legally licensed dentist solely for the use of a third party.
- (5) For intentionally self-inflicted injury while sane or insane.
- (6) For recent duplication of services by the same or a different dentist.
- (7) For a broken appointment.

## **DENTAL EXPENSE BENEFIT FOR EMPLOYEES AND DEPENDENTS**

- (8) For a full mouth reconstruction, for a vertical dimension correction, or for a correction of a temporomandibular joint dysfunction.
- (9) For endodontics and coping with respect to over-dentures.
- (10) For services or treatment considered by the Insurer to be experimental and not recognized by the Canadian Dental Association as an established, standard treatment for the condition.
- (11) For services or treatment which the insured person received while attending an accredited educational institute, college or university outside of Canada.
- (12) For services or treatment performed for primarily cosmetic reasons.
- (13) For services or treatment for which an insured person is not required to pay, including any expenses reimbursed, assumed or allowed under any other non-contractual plan, scheme, or arrangement.
- (14) For services or treatment furnished or started before the date on which the insured person on whose account the charge was made became insured under this Dental Expense Benefit.
- (15) For the placing of crowns to restore occlusal height or as a preventive measure.
- (16) For the permanent splinting of teeth.
- (17) For any services or treatment prohibited by law.
- (18) For which the insured person may apply for and receive indemnity or compensation under any Worker's Compensation Act.



## GENERAL INFORMATION

### Your Eligibility

You are eligible, and will continue to be eligible, to be covered for the insurance described in this booklet while you meet all of the following conditions:

- (1) You are a full-time employee and are actively working for your employer.
- (2) You are a full-time resident of Canada.
- (3) You have been continuously employed by your employer for at least as long as the waiting period defined below.
- (4) You are under **70** years of age.
- (5) You are insured under the Provincial Hospital and/or Provincial Medicare Plan of your province of residence. (This condition only applies to the insurance provided under the Supplementary Health Insurance Benefit.)

**Your waiting period:** 0 days

### Date Your Coverage Commences

Your coverage will commence on the latest of

- (1) the date you satisfy the conditions of eligibility,
- (2) the date you complete an application for coverage, and
- (3) the date of approval by the Insurer of any required evidence of insurability,

provided you are then actively at work. If you are not actively at work on the date your coverage is to commence, your coverage will not commence until you **return** to work.

## GENERAL INFORMATION

If you complete your application for coverage more than 31 days after you have satisfied the conditions of eligibility, you will be required to provide satisfactory evidence of your insurability to the Insurer for all coverages.

## GENERAL INFORMATION

### Conditions Under Which Your Coverage Terminates

Your coverage under the Group Policy terminates when your employment terminates, unless otherwise provided in the Summary of Benefits. However, your Life Insurance **will** continue for 31 days after the date of termination.

Information may be obtained from your employer regarding the status of your coverage in the event of layoff, leave of absence, or absence caused by disability.

### Submission Of Claim

Written proof stating the occurrence, character and extent of the loss for which a claim is being made must be furnished to the Insurer at its Head Office as follows:

- (1) With respect to Life Benefit, as soon as possible after the loss, but in any event within one year of the date of the loss.
- (2) With respect to the Supplementary Health Insurance Benefit and the Dental Expense Benefit, the claim must be submitted in the calendar year in which the claim was incurred or the calendar year immediately following the calendar year in which the claim **was** incurred. However, if the plan or your employment should terminate, proof of the **loss** must be submitted to the Insurer at its Head Office within 90 days of the date of such termination.

### Discontinuance of the Group Policy

Your employer hopes and expects to continue the plan indefinitely, but the possibility of unforeseen circumstances makes it necessary to reserve the right to amend, suspend or entirely discontinue the plan at any time.

## DEFINITION

The following terms are used in this Booklet.

“Actively at Work” means that you are:

- (1) at work and performing **all** of the usual and customary duties of your occupation on **a** full-time basis, if it is **a** scheduled work day, or
- (2) capable of performing **all** of the usual and customary duties of your occupation on **a** full-time basis, if you are not at work due to it being a non-scheduled work day, holiday or vacation day. You will not be considered to be actively at work if you are either hospital confined or disabled to **a** degree that you could not have reported to work.

“Dependent” shall mean:

- (1) Your spouse. Spouse shall mean either:
  - (a) an individual who is married to you by reason of **a** valid religious or civil marriage ceremony, while not legally separated from you,  
  
or
  - (b) your common-law spouse.

If you have had more than one spouse, spouse shall mean the individual most recently qualified.

- (2) Each unmarried child, step-child, legally adopted child or common-law child of yours provided the child is not employed on **a** full-time basis, relies fully upon you for support and maintenance and fits one of the following descriptions:
  - (a) the child is under 21 years of age, **or**
  - (b) the child is at least 21 years of age but under 25 years of age and is attending **an** accredited educational institute, college or university on **a** full-time basis.

## DEFINITIONS

- (3) each unmarried child, step-child, legally adopted child or common-law child of yours, regardless of such child's age, if the child, due to a mental or physical handicap, is incapable of earning their own living and relies fully upon you for support and maintenance provided such handicap commenced while the child **was** a dependent child **as** defined in clause (2) and that proof of such handicap was received by the Insurer at its Head Office within 31 days of the applicable of the maximum ages stated in clause (2).

However, for the purpose of this plan, anyone who is:

- (a) in the armed forces of any country or state or international organization or a civilian force auxiliary to any military force, or
- (b) at least 70 years of age,

will be excluded from this definition.

“Common-law spouse” shall mean a person of the opposite sex who resides with you and whom you publicly represent **as** your spouse.

“Common-law child” shall mean a child **of** your common-law spouse from another relationship and who resides with you and is in your and your common-law spouse's care and custody.

“Monthly earnings” shall mean

- (1) all forms of regular monthly income, and
- (2) commission earnings averaged over the immediately preceding 24 month period or from the date of employment if you have been employed for less than 24 months.

which have been received by you **as** employment earnings from your employer and which have been reported to the Insurer at its Head Office. Your monthly earnings will not include any additional forms of income such **as**, but not limited to, overtime, bonuses and dividends, which you may have received from your employer.

## **DEFINITIONS**

“Annual earnings” shall mean the total of the monthly earnings you have received from your employer over the immediately preceding 12 months.

“Full-time employee” shall mean a person who customarily works a regularly scheduled work week of **at** least 30 hours per week with the employer,

“Calendar year” shall mean the period from any January 1st to the next following December 31st, both inclusive.

