

TIMMINCO METALS

AGREEMENT

between

TIMMINCO METALS

A Division of Timminco Limited

HALEY, ONTARIO

and

UNITED STEELWORKERS OF AMERICA

LOCAL 4632

2004 - 2007

TIMMINCO

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MEMORANDUM OF AGREEMENT

BY AND BETWEEN

TIMMINCO METALS

A DIVISION OF TIMMINCO LIMITED

Incorporated under the laws of the Province of Ontario, herein acting with respect only to its plant at Haley, Ontario, hereinafter called the "Company"

AND

THE UNITED STEELWORKERS OF AMERICA, AND ITS LOCAL 4632

a voluntary non-incorporated Association, hereinafter referred to as the "Union".

Now therefore, this agreement witnesseth, that the parties agree as follows:

ARTICLE 1

RECOGNITION AND SCOPE

- 1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees at its plant at Haley, Ontario, save and except foremen, shift foremen, persons above the rank of foremen or shift foremen (and those automatically excluded by the Law), bricklayers, office staff, sales staff, guards and students, as certified by the Ontario Labour Relations Board on the 28th day of September, 1951.
- 1.02 The term "employees" whenever used hereinafter in this Agreement shall mean all employees covered by this Agreement as stated in Paragraph 1.01 of this article.
- 1.03 The Appendix "A" - Rates and Classifications - forms an integral part of this said Agreement and the occupations enumerated in Appendix A are hourly paid occupations for the duration of this Agreement. All other appendices attached to this agreement also form an integral part of this said agreement.
- 1.04 The Company recognizes the Union as the sole and exclusive bargaining agency for the employees of the Company hereinafter referred to in respect of rates of pay, hours of work, and other working conditions.
- 1.05 There shall be no discrimination or intimidation by the Company or the Union or any of its members against any employee by reason of his being or not being a member of the Union or any employees organization, or because of race, colour, religious creed, political belief or Union activity.
- 1.06 No person shall be required, as a condition of employment, to become or remain a member of any union or other employees' organization and no statements or representations to the contrary shall be made.
- 1.07 Employees in supervisory positions, technicians or professional employees will not perform any work that is normally performed by an hourly worker. Supervisors will, however, perform work when required to properly instruct workers or in an emergency. The Company will, at all times, be permitted to use technical or professional employees in performing research or development or new processes.

ARTICLE 2

CO-OPERATION

2.01

- (a) The Union agrees that it will not cause or sanction a strike or slow down during the term of this agreement.
- (b) The Company agrees that it will not cause or sanction a lock-out during the term of this agreement.

2.02

The Union shall advise the Company in writing of the names and titles of its officers and representatives and of any change therein.

2.03

The names of the Company's plant officials and their titles shall be posted on the bulletin board.

2.04

Any notices required to be given by one party to the other shall be sent, if addressed to the Company, to the Plant Manager or his delegate, and if to the Union, to the President of the Union or his delegate.

2.05

The Union agrees that it will not conduct any Union activity on Company's property during working hours except as specifically permitted by this Agreement.

2.06

The Company agrees to provide the Union with space on bulletin boards in each of the following locations:

- In the Dry
- In the Kiln
- In the Special Products
- In the Extrusion
- Entrance - General Service Building

for the exclusive posting of notices of Union Meetings, or social affairs, or appointments of stewards or grievance committeemen. All such notices shall be properly authenticated. Notices of a special nature shall be submitted to the Company for approval before posting.

2.07

In view of this method of informing employees, the Union or employees shall not otherwise post, distribute, or leave any kind of literature within the Company's property.

2.08 **Leave of Absence**

- (a) Employees of the Company may be granted leave of absence up to three (3) months without pay and fringe benefits, permission to be obtained in writing, and unless employees on such leave of absence report for work on or before the expiration of such absence, their names shall

be removed from the seniority list. Leave of absence under this rule will not be granted for the purpose of engaging in work outside the Company service, except in the case of sickness or accident or other exceptional circumstances.

- (b) The Company will grant leave of absence without pay, not to exceed five (5) days to a maximum of three (3) employees, chosen by the Union at any one time, in order to engage in any work pertaining to the business of the Union.

Such requests will be made in writing, at least forty-eight (48) hours in advance.

- (c) The Company will grant leave of absence to an employee for one (1) day or less to attend to Union duties. The Union shall advise the Company, in writing, twenty-four (24) hours in advance, where possible.

The number of employees involved, for one (1) day or less, will vary and such time off will not be unreasonably denied, depending on the operations requirements of the Plant.

- (d) It is agreed that an employee on leave to attend to Union business for a period of five (5) shifts or less, duly authorized by the Union and approved by the Company, will be paid by the Company for the scheduled missed shifts. The Company will bill the Union and the Union will reimburse the Company on a monthly basis.
- (e) Any leave of absence permit must be in writing and signed by an authorized Company official. An employee desiring to return to work after a leave of absence that exceeded one (1) week, shall give one (1) days notice to the Company, in order that a place can be made for him.

2.09

The Company shall grant leave of absence without pay, not to exceed two (2) years to the Union members, in order to engage in Union work, but not more than one (1) employee shall be absent on leave at any one time. Such request will be made in writing at least fifteen (15) days in advance of leaving.

- i) Seniority will accumulate during such absence.
- ii) Pension accrual will be continued for up to a maximum of twelve (12) consecutive months.
- iii) Other benefit coverage except for weekly indemnity coverage will be continued at the Company's cost for a maximum of thirty (30) consecutive days, after which the Union will reimburse the Company on a monthly basis for the premium cost of these benefits.
- iv) Weekly indemnity coverage will be continued for up to the maximum of 30 initial consecutive days of leave subject to the provisions of the Company's Weekly Indemnity Plan.
- v) The Company will investigate with its actuary the feasibility and legality of creating on a one-time basis, a "window" under its Pension Plan whereby one employee on a union leave of absence who has received 12 consecutive months of pension accrual under sub-clause ii) above will be eligible for an additional 12 consecutive months of pension accrual while on leave. Only one (1) employee will be eligible for such an additional 12 months of pension

accrual during the life of the Collective Agreement. The Union will reimburse the Company for the cost of providing any pension accrual beyond the maximum 12 consecutive months provided for under sub-clause ii) above.

- vi) If an employee takes more than twelve (12) months of Union leave under this clause while this collective agreement continues to operate, the maximum period of time that the Company will be obligated to pay for pension accrual will be twelve (12) months in aggregate. The Union will reimburse the Company for the cost of any pension accrual in excess of twelve (12) months.

2.10

The Company shall grant leave of absence without pay to employees with one year or more of seniority in order to permit them to follow academic courses for a period of up to two (2) consecutive years. It is agreed that no more than three (3) employees will be absent at any one time. Further employees wishing to take advantage of this leave shall make a request in writing and furnish a letter of acceptance and a summary of the course to be followed at least fifteen (15) days in advance of the date of the start of the course. It is agreed that when a number of requests are made, seniority shall govern in the choice of the candidates. All Company fringe benefits shall cease during these absences, but seniority shall continue to accumulate. Between courses the employee shall be available to work at his regular job. This clause does not apply to employees sent to follow courses at the request of the Company.

2.11

The President and the Chief Steward shall have preferential seniority during their mandate as President and Chief Steward, to work on a regular day shift job.

An employee who is already working on a day shift job and who becomes President or Chief Steward, shall maintain that job, as long as the job is required. In all other cases the President and Chief Steward shall displace the employee with the least seniority on a regular day shift job in his department, provided the incumbents have the qualifications to perform the normal requirements of the job.

Day shift means a job as defined under Article 5, Hours of Work and under Appendix 'E', Paragraph 5, Hours of Work.

If the President or Chief Steward is obliged to accept a job with a lower rate than his normal classification, he shall continue to receive the higher rate.

While President or Chief Steward, an employee shall have the right to exercise his normal seniority for all postings. If the posting is awarded to the incumbent President or Chief Steward, he shall have the right to the job upon completion of his mandate as President or Chief Steward.

During the time that the incumbent President or Chief Steward does not fill the job posting, the Company shall temporarily fill the job. When the ex-President or ex-Chief Steward exercises his rights, the employee temporarily filling the job, shall return to his former classification.

2.12

The Company and the Union agree to abide by the provisions of the Ontario Human Rights Code and such Act as it relates to matters of employment is hereby incorporated into and forms

part of this Collective Agreement. The Company and the Union agree that the Modified Work Committee and the Compensation Committee will be replaced by the Accommodation Committee provided for in the attached Letter of Understanding forming part of the Collective Agreement.

ARTICLE 3

MANAGEMENT RIGHTS

3.01

The Union recognizes the right of the Company to manage the Plant and direct the working forces, including the right to hire, promote or transfer any employee, to demote, discipline, suspend or discharge any employee for just cause, to classify any new occupations or any employee, and the right to relieve employees from duty because of lack of work or other just reasons subject to the provisions of this Agreement.

3.02

It shall be the exclusive function of the Company to determine the extent and location of operations, the kinds and locations of machine or equipment to be used, the schedule of operations, to determine the number of employees needed at any time, and to make and alter rules of procedure and conduct for its employees, subject to the provisions of this Agreement.

ARTICLE 4

UNION SECURITY

4.01

The Company agrees during the term of this Agreement, that it will deduct from the earnings of each employee, an amount of money equivalent to the dues authorized by the constitution of the United Steelworkers of America.

4.02

The Company agrees to deduct initiation fees for employees who become members of the Union and whom the Union so advise the Company of their membership. The deductions will be made the month following receipt of the authorization of the employee.

4.03

The money so deducted will be remitted once a month by cheque made payable to and sent to the International Treasurer of the United Steelworkers of America along with a listing of those employees so deducted.

4.04

The amount of dues and initiation fees and any changes shall be confirmed by the Union in writing and shall be transmitted to the Company thirty (30) days before the first of the month in which such deductions are to be effective.

4.05

The Union agrees to indemnify the Company of any recourse in damages or otherwise against Timminco Metals for making the above deductions and payments during the term of this Collective Agreement.

ARTICLE 5

HOURS OF WORK

5.01

This article is to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week. The provisions of this article will remain in effect until conditions warrant a change. Any changes necessary will be effected after consultation with the Union and such changes will be posted by notice in advance of the change.

5.02

- (a) The plant work week shall commence at 12:01 am Sunday and end at 12:00 p.m. midnight the following Saturday night.
- (b) The normal work week shall be forty (40) hours.
- (c) The normal work day shall commence at 12:01 am of one day and continue until 12:00 midnight of the same day, and eight (8) hours at the working place shall constitute a shift.

5.03 **Shift Workers**

- (a) For employees assigned to shift work, the regular starting and quitting times on a three (3) shift basis shall be as follows:

12:00 midnight - 8:00 am
8:00 am - 4:00 p.m.
4:00 p.m. - 12:00 midnight

- (b) Appendix 'E' Twelve (12) Hour Work Schedules forms an integral part of this said agreement for those employees in departments designated in the appendix.

5.04 **Day Workers**

The regular working hours for steady day workers shall be as follows:

8:00 am - 4:30 p.m.
Lunch period - One half hour

5.05 **Reporting Allowance**

If an employee reports for work on a regular shift without having been notified previously not to report, he shall be given a full shift of work, or, if no work is available, he shall be given at least four (4) hours pay at regular rates provided, however, that this clause shall not apply in cases where work is not available due to causes beyond the reasonable control of the Company.

5.06 **Absence**

- (a) An employee will not lose any seniority because of absence due to sickness or accident, or if given written leave of absence for personal reasons.

- (b) If an employee finds he is unable to report for work because of sickness, or other legitimate reason, he shall give notice to the Company at least one (1) hour before the start of his shift, and at least two (2) hours before the start of his 8:00 p.m. shift, except where the employee has just and sufficient cause for his failure to report.
- (c) An employee who has been absent from work for sickness or accident or without leave, shall endeavour to notify the Company of their intention to return to work: Two (2) hours before the start of their normal work schedule, if they have been absent for five (5) working days or less; One day before the start of their normal work schedule, if they have been absent for more than five (5) working days.
- (d) Upon providing a receipt from the doctor, the Company agrees to pay the costs of medical notes/examinations/testing required by the Company.
- (e) At the request of the Union, the Company's Manager – Personnel & Industrial Relations will meet with a Union representative to review the case of an employee who was unable to work his regular shift because he was required to attend an appointment for medical consultation or treatment that could not be rescheduled during non-working time and in circumstances where the employee was not entitled to any employment income loss protection in respect of his absence under either the Workplace Safety & Insurance Act or the company's Weekly Indemnity Plan. The company and the union shall make good faith and reasonable efforts to assist such an employee in these special circumstances to make up lost regular non overtime earnings by offering the employee where practical the opportunity to make up his lost earnings through a preferential opportunity to work overtime to be worked by the end of the pay period next following the pay period in which the absence occurred.

This is not intended to create any opportunity to make up lost earnings incurred during any waiting period for weekly indemnity or benefits under the Workplace Safety and Insurance Act.

- (f) In administering any absenteeism policy it may adopt in exercising its Management rights, the Company will not discipline employees for any authorized leave under the Collective Agreement or in respect of any leave provided for under the Employment Standards Act, 2000 to which an employee is properly entitled, or in respect of any bona fide absence that has entitled the employee to receive Workplace Safety and Insurance Act benefits or under the company's Weekly Indemnity Program.

If an employee has received less than 72 hours notice for a shift change, and he is absent within the period from Saturday at 8:00 p.m. to Monday at 8:00 p.m., he will not be disciplined for the absence.

It is also acknowledged that the Company's Management rights in dealing with absenteeism must be exercised in accordance with the provisions of Ontario's Human Rights Code.

5:07

Except for emergency situations, the Union will be notified of all major crew shift change schedules at least seventy-two (72) hours in advance of such schedule changes. Example: Reducing Melt crews and schedules on one process and increasing crews and schedule on another.

ARTICLE 6

OVERTIME AND SHIFT PREMIUM

- 6.01 Hours of work in excess of eight (8) hours in any one day or shift or in excess of forty hours (40) in any one week, shall be deemed overtime hours and shall be paid at time and one-half the hourly rate for the job on which the overtime hours are worked.
- 6.02 If an employee does not work on a paid holiday, but does work on his scheduled 'Day-Off' in the week in which the paid holiday occurs, the paid holiday (8 hours) will be considered in computing weekly overtime.
- 6.03 Overtime is on a voluntary basis and overtime work will be distributed equitably among those employees who normally perform the work involved, provided the employees asked can take care of their own transportation. The procedure to follow in distributing overtime hours is outlined in Appendix "H".
- 6.04 No overtime premium shall be paid where the overtime results from change in hours or days of work for the convenience of the employee or employees. Such change shall not be made without the written approval of the foreman or foremen involved, and no employee shall be allowed to exchange more than two (2) shifts in any one (1) month period.
- 6.05 An employee called out for emergency work shall be entitled to be paid for four (4) hours at his applicable hourly rate, regardless of the time worked, or to the pay to which he is otherwise entitled under the overtime provisions of this Article in respect of the time worked on such call out, whichever is the greater. Except that this guarantee shall not apply in the case of scheduled overtime.
- 6.06 The Company agrees to provide an adequate lunch to employees who work overtime after their regular shift, without notice prior to the start of their shift.
- 6.07
- (a) The shift bonus will be twenty-nine (29) cents per hour for the 4:00 p.m. - 12:00 midnight shift and thirty-four (34) cents per hour for the 12:00 midnight - 8:00 am shift.
 - (b) These premiums shall be applicable to the regular rate of the employee for the purpose of calculating overtime.
- 6.08
- (a) A premium of fifty-five (55) cents per hour shall be paid to all employees who are required to

perform work on Saturday. This premium shall be applicable to the regular rate of the employee for the purpose of calculating overtime.

- (b) A premium of fifty-five (55) cents per hour shall be paid to all employees who are required to perform work on Sunday. This premium shall be applicable to the regular rate of the employee for the purpose of calculating overtime.

ARTICLE 7

HOLIDAYS

7.01

An employee shall, subject to the Paragraph 7.02 of this Article be paid at his straight time rate on the basis of his regularly scheduled normal daily hours of work eight (8) hours for the day on which the following holidays occur whether or not he works on such holidays, namely:

New Years Day	Labour Day
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	

Twelve (12) Hour Shift Employee:

If an employee who regularly works a twelve (12) hour shift loses twelve (12) hour pay as a result of his shift being cancelled because the Company shuts down the operation in which he works in order to observe the holiday he shall be paid twelve (12) hours holiday pay rather than eight (8) hours as provided above.

Floating Holiday:

A floating holiday will be granted for each 12 month period commencing October 19, 2004. All employees will be eligible to be paid at his straight time rate on the basis of his regular scheduled normal hours of work for this floating holiday. If the holiday is not observed by the

employee, this payment will be made at the end of the 12 month period. Employees who wish a day off for the holiday will advise the Company five (5) days prior to the day to be observed. A maximum of one employee per shift or department will be allowed off at any one time in observance of the holiday. It is agreed where business conditions permit that employees in a department on non-continuous operations can elect a specific day on which the entire department would be shut down in observance of the floating holiday. An employee shall not be eligible for the floating holiday until the probationary period has been worked.

The payment for the floating holiday made at the end of the 12 month period will not form part of the hours worked for the calculation of overtime in that week. It is agreed a maximum of two holidays will be observed consecutively.

For employees assigned to continuous operations, holidays will be observed on the actual day. With the exception of the Civic Holiday, and Remembrance Day, holidays for day shift will be observed on the actual day or either Monday or Friday of the week they fall in, as mutually agreed upon by the Company and the Union.

7.02

An employee shall not be entitled to be paid for the above mentioned holidays -

- (a) If he does not work on such holiday when he has been scheduled to do so, unless prevented by verified illness, accident, death in the immediate family, fire fighting duty or jury duty. Verification when requested will be produced in a reasonable time.
- (b) If he is absent without justifiable reason or without permission on either or both of the employee's scheduled working days immediately preceding and succeeding such holiday.
- (c) Except if he is absent due to lay off within the seven (7) days preceding such holiday.
- (d) Except if he is absent due to an accident or illness within sixty (60) days preceding such holiday.

7.03

An employee who works on any of the said holidays, with the exception of the Floating Holiday, shall, in addition to holiday pay to which he may be entitled as provided above, be paid at time and one half plus a premium of twenty-five (25) cents per hour over and above his regular rate for the hours worked.

7.04

Should any of the paid holidays stipulated in Paragraph 7.01 fall within a vacation period of any employee, he shall receive payment for the holiday(s) in addition to the vacation pay to which he is entitled, and at his option, made known at the time of choosing his vacation, the employee may elect to take an additional day of vacation to be taken concurrently with his vacation.

7.05

Holidays will be twenty-four (24) hours, from midnight to midnight.

ARTICLE 8

PAID VACATIONS

8.01

Employees shall be entitled to an annual vacation with pay as provided in this Article.

- (a) The period of continuous service giving right to vacation with pay shall begin with the hiring date of the employee in one year and end on his anniversary date in the following calendar year.
- (b) The payment for the vacation shall be based on the attendance and gross earnings for the year terminating on the thirty-first (31st) day of December of the year preceding the period in which the vacation is taken.
- (c) All employees who complete one (1) year of continuous service with the Company as per Paragraph (a) shall be granted two (2) weeks vacation with pay during the remainder of the calendar year and shall be paid 4% of their annual gross earnings as per Paragraph (b).
- (d) All employees who complete five (5) years of continuous service with the Company as per Paragraph (a) shall be granted three (3) weeks vacation with pay during the remainder of the calendar year and shall be paid 6% of their annual gross earnings as per Paragraph (b).
- (e) All employees who complete ten (10) years of continuous service with the Company as per Paragraph (a) shall be granted four (4) weeks vacation with pay during the remainder of the calendar year and shall be paid 8% of their annual gross earnings as per Paragraph (b).
- (f) All employees who complete twenty (20) years of continuous service with the Company as per Paragraph (a) shall be granted five (5) weeks vacation with pay during the remainder of the calendar year and shall be paid 10% of their annual gross earnings as per Paragraph (b).
- (g) All employees who complete twenty-five (25) years of continuous service with the Company as per Paragraph (a) shall be granted six (6) weeks vacation with pay during the remainder of the calendar year and shall be paid 12% of their annual gross earnings as per Paragraph (b).

8.02

A weeks vacation shall consist of five (5) consecutive scheduled working days. Annual vacations shall commence on a day which would normally be a scheduled working day for the employee concerned.

8.03

- (a) Vacations shall be allocated between January 1st and December 31st in each year.
- (b) All employees who are entitled to four (4) or more weeks vacation shall not be permitted to take more than three (3) weeks during the period beginning June 1st and ending September 30th, inclusive, unless otherwise specially agreed upon between the Company, the Union and the employee.

Effective January 1, 2005 a bonus of \$125 dollars will be paid to each employee for each calendar week of vacation taken between January 1st and April 30th in the vacation year.

Effective January 1, 2006, the bonus will increase to \$150 dollars.

Effective January 1, 2007, the bonus will increase to \$175 dollars.

- (d) Employees entitled to vacation with pay must take their vacation during the calendar year.

- (e) It is agreed that employees should take their vacation as per this article, but both parties agree that an employee can ask for relief from the provisions of vacation, if the money he would receive as vacation pay, does not equal his normal pay for a weeks vacation. The employee can reduce the vacation time off in a vacation year on a prorated value for a normal weeks vacation, a normal week being forty (40) hours, times the employee's classified rate of pay.

8.04

If an employee is absent through illness or accident for a period of more than one (1) month, his vacation pay will be credited with two (2), four (4), six (6), eight (8), ten (10) or twelve (12) percent of his lost normal wage, depending on his continuous service rating under this Article. The period for which credit is given shall not exceed six (6) months, following each accident, sickness or reoccurrence.

8.05

- (a) Commencing on January 15th of each year, the Company shall ask employees by seniority for their choice of vacation dates. If an employee does not choose the date of his vacation at that time, it is understood that he will only have the right to choose dates that are available and will not have the right to take the place of any other employee who has already chosen the dates of his vacation in the above sequence. It is agreed that employees may change, with proper notice, their dates of vacation, provided it does not affect any other employee. The Company shall allocate vacation according to seniority at a time convenient to the employees if possible. The official vacation list shall be posted not later than February 15th.

It is understood that vacations booked after the set date of February 15th, be awarded on a first come, first served basis on the dates available.

- (b) It is agreed that where business conditions permit, the Company will schedule a one or two-week period in July and/or August at which time it would be the intention that the majority of employees would take vacation. Due to business conditions, it may be necessary to carry out renovations and repairs during the same period and some employees would be required to work. In the application of this clause, the Union will be notified on or before the 31st day of January so that each employee can make his choice of vacation as per Paragraph 8.05

8.06

If an employee terminates his employment with the Company, such employee shall be paid the money due to him in lieu of vacation at the time of leaving. In the case of lay-offs, this provision shall be optional during the period of lay-off.

ARTICLE 9

REPRESENTATION

9.01

The Company recognizes as official representation of the Union, the Union Negotiating Committee composed of three (3) members. The Committee will meet with the Company, during the life of the agreement, whenever it is deemed necessary by either of the parties, to discuss matters of mutual concern.

It is further agreed that the Union have the right to invite one other employee of the Company to attend any meeting to provide information to the Committee on particular subjects. The Committee can be accompanied by an outside representative of the Union.

It is understood that the members of the Committee shall suffer no loss of regular earnings during meetings at the Plant and in direct negotiation of the Collective Labour Agreement.

The Company agrees that the Union have the right to increase this Committee by one (1), in the event that the active work force increases to two hundred and fifty (250) employees in the bargaining unit.

9.02

- (a) The Company recognizes a Grievance Committee composed of three (3) members who will have one (1) substitute and whose function shall consist in bringing grievances to the attention of Management and discussing these grievances with the view of amicable settlement.

It is understood that the Chief Steward will be one of the three members indicated above.

- (b) The Company recognizes a C.W.S. Committee composed of two (2) members, whose function will be limited to matters pertaining to C.W.S. The Company agrees that the Union have the right to increase this committee by one (1) in the event that the active workforce increases to two hundred (200) employees in the bargaining unit.

9.03

The Stewards and Grievance Committeemen chosen by the Union shall be employees who have completed their probationary period with the Company.

9.04

In order to reduce to a minimum any interference with operations, it is agreed it is necessary that a grievance steward or grievance committeeman or employee receives prior permission from his Foreman to leave his place of work during regular working hours for a reasonable period of time without loss of pay in order to make an inquiry on a grievance and attempt to settle it. Such permission will be granted providing the condition to be investigated is a legitimate one under the terms of this agreement.

9.05

Shop Stewards and members of the Grievance Committee shall suffer no loss of earnings during grievance settlements with the Foreman or with Management at the Plant.

ARTICLE 10

GRIEVANCE PROCEDURE

10.01

The following procedure shall be applicable progressively to handle any grievance as to the interpretation, application or non-application or violation of this Agreement, which any employee or group of employees or the Union may desire to adjust with the Company.

10.02

A technical error in the written submission will not cause annulment of the grievance.

Grievance Procedure

10.03

Stage 1 An employee accompanied by a Union representative of his department or his delegate should present his grievance in writing to his foreman within twenty (20) days from the occurrence of the event giving rise to the grievance in an attempt to settle same. The foreman shall give the aggrieved employee a written answer within forty-eight (48) hours.

10.04

Stage 2 In the event the grievance is not settled to the satisfaction of the employee in Stage 1, the grievance shall be presented within forty-eight (48) hours to the Manager, Industrial Relations or his delegate after the receipt of the decision of Stage 1. A meeting, if necessary, will be held at Stage 2 and a decision in writing will be rendered by the Manager, Industrial Relations or his delegate within seventy-two (72) hours after the receipt of the grievance at Stage 2.

10.05

Stage 3 If the grievance is not settled at Stage 2, it shall be submitted in writing to the Plant Manager or his delegate within seventy-two (72) hours following the decision of the Manager, Industrial Relations. The Plant Manager shall render his decision in writing within one hundred and twenty (120) hours following the receipt of the grievance at Stage 3. A meeting shall be held between both parties within such period and the Union Grievance Committee may be accompanied by an accredited outside representative of the Union. Dates and times of meetings will be mutually agreed upon by both parties.

10.06

Stage 4 If the grievance is not settled at Stage 3, it may be submitted to arbitration within twenty (20) days after the answer of the Plant Manager at Stage 3.

10.07

Arbitration The parties will appoint an arbitrator selected in rotation from the list supplied by the Ontario Labour Management Arbitration Committee. A list of four arbitrators will be agreed upon and will be shown under a separate letter of intent signed by both parties. Any member of the panel of four arbitrators who, having been requested in his turn to act as arbitrator on an arbitration case and shall be unable to act as arbitrator, shall not again be requested to act until his name comes up again on the regular rotation of the panel. If none of the panel of four arbitrators are available within 60 days of the decision to arbitrate and the parties cannot agree on a suitable arbitrator, the appointment shall be made by the Minister of Labour for Ontario.

10.08

(a) The decision of the arbitrator shall be final and binding on both parties, but the jurisdiction of the arbitrator shall be limited to deciding the matter at issue within the meaning of the existing provisions of the Agreement and in no event shall the arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.

(b) Where an arbitrator determines that an employee has been discharged or otherwise disciplined

by the Company for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the arbitrator may substitute such other penalty for the discharge or discipline as to the arbitrator seems just and reasonable in all circumstances.

10.09

It is agreed that each party shall pay the expenses incurred by their own representatives and that the expenses of the arbitrator shall be divided equally by both parties.

10.10

The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays and those holidays mentioned in Article 7 and may be extended by mutual agreement of the parties.

10.11

Should an agreement occur at any stage of the grievance procedure, the decision arrived at shall be given in writing and signed by both parties. Such settlement shall bind both parties.

10.12

In the event that an employee be discharged from his employment after the date of execution of this Agreement, and believes that his discharge is in violation of the provisions of this Agreement, such discharge shall constitute a matter to be dealt with under the provisions of the Agreement respecting Grievance Procedure. Any such matter may be presented at the second stage of the Grievance Procedure within seven (7) days after the date of such discharge and not otherwise.

10.13

Before leaving the plant premises, any discharged or suspended employee shall be permitted to interview a duly elected representative of the Union working at the time, privately for a period not to exceed thirty (30) minutes.

10.14

The Union shall receive a copy of warning, suspension and discharge notices issued to an employee by the Company.

10.15

If an employee has a clear record for one (1) year, previous warning or suspension notices will not be used against such employee as evidence in arbitration cases, except for such serious offenses as theft of Company property or sabotage of Company property.

ARTICLE 11

SENIORITY

11.01 **General Definition**

- (a) Seniority shall mean an employee's length of service with the Company, and shall accumulate from the first day worked, but shall not come into force until a probationary period of four hundred (400) hours has been worked. New employees will undergo core health and safety training and workplace specific orientation during their first eighty (80) hours of work.
- (b) A member of the joint health and safety committee who is designated by the Union shall be permitted to meet for one hour with new employee(s) within five (5) working days following the employee's health and safety training.

11.02

Seniority shall apply in cases of promotion, demotion, lower paid jobs or better jobs with equal pay, vacation, lay-offs, recall and transfer in connection with the jobs covered by this agreement subject to the employee's ability to perform the normal requirements of the job.

11.03 **Loss of Seniority**

All accumulated seniority is cancelled by such action as:

- (a) Giving a definite quit, whereby is meant notifying in writing the Personnel Department of his intention of leaving the Company's employ and receiving his Record of Employment.
- (b) Discharged or not reinstated in accordance with the provisions of the agreement.
- (c) Failure to respond to recall as outlined in Paragraph 11.13.
- (d) For a lay-off:
 - of more than twenty-four (24) months in the case of an employee with less than two (2) years of continuous service at the time of lay-off.
 - of more than forty-eight (48) months in the case of an employee with more than two (2) years of continuous service at the time of lay-off.
- (e) Over-staying leave of absence, whereby is meant failure to report on first scheduled shift after expiration of the leave unless he has a legitimate reason for doing so.
- (f) Working for some other employer while on leave of absence from his work except where the Company approves such other employment.
- (g) Absence of five (5) working days without notifying the Company except where the employee has just and sufficient cause for his failure to report.

11.04

The Company will post in each Department, a list showing the plant seniority date, the present job classification and if different, the job of record of each employee.

These lists will be brought up to date on April 10th and October 10th of each year.

11.05

The following separate departments have been established as of this date:

01	Quarry - Crushing
02	Calcining to Briquetting
03	Reduction
04	Melting
05	Extrusion
06	Special Products
07	Surface
08	Casthouse
20/21	Electrical/Mechanical

11.06 **Job Posting**

- (a) When a vacancy occurs in any classification in a department, the Company will post the job for seven (7) days for the benefit of all regular employees in that department.

Any classification within a department which cannot be filled from within that department will be posted plant wide for a period of seven (7) days. All postings will state the job, the classification, the rate of pay, nature of the work and the qualifications necessary to fill the job. During the bidding period, the Company may fill the job when vacant at its discretion for a period of fifteen (15) days. Job postings must be awarded within the fifteen (15) day period.

- (b) The Union will be advised of all persons bidding on a job and the name of the successful candidate will be simultaneously posted on the bulletin board. When an employee is successful on a job posting, he will assume his new duties within a ten (10) day period.
- (c) The President and Chief Steward shall have super seniority and shall be exempt from the seniority provisions of this Agreement, in conjunction with lay offs on account of reduction in force, subject in all cases, however, to their ability to perform the normal requirements of the job.

The provisions of Article 2.11 would be waived re the day shift job, if none was available.

- (d) It is agreed that an employee absent from the plant during the period mentioned in Paragraph (a) will have the right to bid during a period of five (5) days upon his return to work.

11.07

Temporary vacancies resulting from absenteeism, illness, injury, vacation or leave of absence will be filled by qualified employees on that shift, subject to the provisions of 11.08.

11.08

When a temporary vacancy will exceed thirty (30) days other than for paid annual vacation, such temporary vacancy will be posted and filled in accordance with the provisions of Article 11.06.

If however, the Company is aware or ought reasonably to be aware when or before the

temporary vacancy occurs that the temporary vacancy will exceed thirty (30) days, the temporary vacancy will be posted in accordance with clause 11.06. In the event that the Company becomes aware during the first thirty (30) days of a temporary vacancy that was expected not to exceed thirty (30) days that such temporary vacancy will exceed 30 days such temporary vacancy will be posted promptly under clause 11.06.

11.09

Upon completion of filling such temporary vacancy, the employee shall be returned to his regular classification. While filling this temporary classification, he will be paid the rate of the job he performs.

11.10

When a new job occurs in a department, it will be posted and a new classification and rate shall be negotiated.

11.11 **Training**

- (a) Any employee promoted or transferred to a new job will be given a trial period of eighty (80) or eighty-four (84) hours worked depending on the schedule of the shifts, either 8 hour or 12 hour shifts. During this period the employee, if found unsatisfactory will be given an opportunity to go back to his former job without loss of seniority. During this same period of time, the employee can request to return to his previous job.

Any employee who chooses to return shall not be entitled to bid on that same posted job for a period of three (3) months. A different job would be defined as a different shift or schedule at the time of posting.

- (aa) Where a new process is introduced to the plant requiring the creation of a new job, the following shall apply:

a) The Company, after consultation with the Union, shall have the right to designate the new job a “start-up” job which designation shall continue to apply for up to 6 months (“commissioning period”) as determined by the Company. This commissioning period may be extended for up to an additional 6 months with the agreement of the union.

b) A “start-up” job shall be posted in accordance with Clause 11.06.

c) An employee who accepts a “start-up” job shall be required to state whether he is prepared to stay in the start up job for the remainder of the commissioning period at the end of his first day of on-the-job orientation. If the employee makes the commitment to stay in the start up job for the remainder of the commissioning period and provided he is found to be satisfactory during the trial period under clause 11.11(a), the employee shall remain in the start up job for the remainder of the commissioning period, unless the employee cannot continue as a result of a medical condition or similar reason or the company releases the employee from his commitment. If the employee does not make the commitment to stay, he shall be returned to his previous job and the process repeated with the next applicant for the posting.

d) The posting for a start up job shall specify that the job is a start up job and advise applicants of the requirement to make a commitment to stay in the start up job for the remainder of the

commissioning period.

- e) Nothing herein, prevents the Company from eliminating a start up job for bona fide business reasons or exercising its management rights in respect of an incompetent employee or an employee who renders himself liable to proper disciplinary action.
 - f) If there are no qualified applicants for a start up job, the Company shall have the right to assign the most junior available employee to the start up job who can be required to stay in the start up job for the remainder of the commissioning period.
 - g) In the event that there is a reduction of forces during the commissioning period, an employee in the start up job cannot be displaced by another employee through exercise of seniority rights.
 - h) At the end of the commissioning period, the start up job shall be fully subject to all the requirements of Article 11 and any other applicable article of the Collective Agreement.
 - i) The company shall notify the union co-chair of the Joint Health and Safety Committee or his designate of the introduction of a start up job and brief him regarding the safety training being provided and expected safety and health issues associated with the new process.
- (b) The Company may establish temporary trainee positions to train personnel, which positions shall be filled by bid as per Article 11.06. An employee who has qualified for a position through job training and has been returned to his former classification shall automatically, in accordance with seniority as between job trainees, fill any permanent vacancy in a position for which he has been trained without posting.

A permanent vacancy within the context of this Article means any vacancy created as a result of severance of employment of any incumbent employee, the acceptance of a permanent job posting outside the employee's classification or the need to increase the number of employees in the classification due to legitimate increase in production requirements.

Notwithstanding Article 11.07, the Company may fill a temporary vacancy lasting less than 30 days with a person who has been trained under this provision for the position in which the temporary vacancy has occurred.

11.12 **Lay-off**

- (a) In the event of a decrease of forces within a job in a department the junior employee working in the job so affected will be given notice of lay off. The employees will exercise their seniority rights in their department to obtain other work in any job where they are able to perform the normal requirements of the job, after a period of familiarization and training of up to 3 days, if required.
- (b) In the event employees are displaced and cannot exercise their seniority to obtain a job in their department as indicated in Paragraph 11.12 (a), then they may either accept the lay off or request a transfer to another department.
- (c) If the employees take the lay-off, they shall only be eligible for recall to their own department at a time of restoration of forces in that department.

- (d) If the employees request a transfer, they shall exercise their seniority rights as follows, in sequence:
 - 1. Displace the employee with the least seniority in any job on a job which they had formerly performed and which they are still capable of doing after a period of familiarization and training of up to 3 days, if required.
 - 2. If still in jeopardy of being laid-off, they shall have the right to displace the junior employee in any job of Labour, Clean Up or Janitor in any department.
 - 3. After exercising their seniority as above, the displaced employee would be able to exercise seniority to displace the junior employee in any job, providing it would only take a three day period of training and familiarization to be capable of performing the normal requirements of the job. In the case of exercising seniority into a trade job, the employee must possess the required certification and experience.
- (e) If an employee has opted for a transfer to another department and is subsequently laid off at a future date, they shall be eligible to recall as per his seniority and ability to perform the jobs available to any department where they had worked previously.
- (f) Employees who have transferred to another department during a lay-off will have the right to apply for job postings after they have been in the department for a period of thirty (30) calendar days, subject to Paragraph 11.13 (b). Transferred employees during a layoff will retain the right to apply for departmental postings within their regular department or plant wide postings at any time.

11.13 Recall Procedure

- (a) Employees will be contacted personally by telephone and advised of their reporting date, which will be confirmed by a registered letter mailed to the employee's last known address. The employee is responsible to keep the Company updated on his address; the Union will be advised simultaneously. The employee shall report to the Personnel Department and subsequently to work within seven (7) days of the receipt of the registered letter. An employee exceeding this time limit without justifiable reason will be dropped from the seniority list. Also, if the registered letter is not delivered, the employee will be dropped from the seniority list.
- (b) An employee transferring to another department will return to his normal department upon recall to the regular job he held before the lay off occurred.
- (c) This clause sets out the entitlement to familiarization and training upon recall.
 - (i) Recall to a job other than the one last performed

If the employee has satisfactorily performed the job at any time for a minimum period of three (3) consecutive months, and if there has been a change in the job since he last performed it, he

will be provided, if required, with up to three (3) days of familiarization and training.

(ii) Recall to the job last performed

If there has been a change in the job during the period of the employee's layoff, he will be provided, if required, with up to three (3) days of familiarization and training.

If the change has been substantial and caused the Company to provide more than three (3) days of training to employees who continued in the job while the employee was on layoff, he will be provided with the same amount of training as these other employees, if required.

In the above instances, if the employee cannot satisfactorily perform the normal requirements of the job after receiving the training and familiarization provided for, the employee will revert to layoff status.

11.14

When it is necessary to lay off or recall employees, the Union President shall be notified in writing and provided with a list of the employees affected. In the case of lay off the employee directly affected, and the President or his delegate will be notified at least seventy-two (72) hours in advance of such lay offs.

If notification is not given as above, the employer will pay the employee directly affected, his scheduled hours during that period.

11.15 **Transfers**

- (a) Employees may file with the Company their written applications for transfer from one department to another. In the event of an opening occurring in any department, any such application will be given full consideration on the basis of the provisions of this Article. The seniority of any employee who is transferred will be treated as set out in this Article.
- (b) In the event that the transfer from one department to another of an individual employed by the Company is required for either of the following reasons:
 - the efficient conduct of operations, or
 - considerations of the health of any such individual it is agreed that his seniority in the department to which he has been transferred shall be equal to his seniority in the Plant.

11.16

Effective May 4, 1998, any employee who had been promoted from the bargaining unit to a staff position shall retain accumulated seniority, as per the terms and conditions of previous contracts. If a layoff in the future would affect the employee, he would have the right to exercise that seniority accumulated in the bargaining unit at that time.

All employees promoted after May 4, 1998, will have accumulated seniority up to the date of promotion and 400 (four hundred) hours thereafter. During the 400-hour period, the Company shall be privileged to return the employee to his former job without loss of seniority, if unable to perform the requirements of the job. Also during the same period the employee can return to his former job if he so desires. After the period of 400 hours the employee will cease to have any seniority rights within the bargaining unit.

ARTICLE 12

BEREAVEMENT PAY

12.01

The Company will, in accordance with the provisions set forth in this Article, protect an eligible employee from loss of pay during absence due to a death in his immediate family. Immediate family is defined as father, mother, wife, husband, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild or grandparents.

12.02

The time to be paid may be:

- (a) Any five (5) consecutive days from the day of death through the day after the burial inclusive for wife, husband, son, daughter, mother or father.
- (b) Any three (3) days from the day of death through the day after the funeral inclusive for the father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, when the employee attends the funeral of the deceased.
- (c) May be one (1) day, the day of the funeral, for the son-in-law, daughter-in-law, grandchild, grandparents or spouses grandparents when the employee attends the funeral of the deceased.
- (d) Any one (1) day when the employee attends the local memorial service of the deceased mentioned in this Article.

12.03

Payment for bereavement for the time lost, shall be equal to the amount of time to which the individual would have otherwise been entitled during such lost time.

12.04

No extra pay allowance will be granted for multiple or simultaneous deaths occurring within any three (3) day period.

12.05

No pay allowance will be granted in death, where, because of distance or for other reasons, the employee does not attend the funeral or the memorial service of the deceased.

12.06

If requested by the Company, the employee will furnish satisfactory proof of death.

12.07

An employee will not be eligible to receive pay under these provisions if he:

- is receiving other Company benefits such as vacation pay, statutory holiday pay, etc
- has been granted a leave of absence without pay for any reason
- is laid off, whether temporarily or indefinitely due to suspension of work or lack of work

ARTICLE 13

SAFETY AND HEALTH

13.01

- (a) The Company shall make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment. The Union will co-operate with the Company in the enforcement of Plant rules and regulations relating to safety.
- (b) Protective equipment and devices, where usage is required by the Company will be furnished without charge to the employee by the Company. These devices and equipment, when issued, will become the responsibility of the employee and he will utilize this equipment as directed.

13.02

- (a) A Joint Safety Committee consisting of two (2) employees designated by the Union and two (2) Management members designated by the Company shall be established in the Plant.

The Company agrees that the Union have the right to increase this Committee by one (1) in the event that the active work force increases to two hundred (200) employees in the Bargaining Unit.

The Employer may, under no circumstances, take any action of any kind against a certified representative who has acted under the Occupational Health & Safety Act.

- (b) The Safety Committee shall hold monthly meetings at times determined by the Committee. If these meetings are held during regular working hours, Committee members may attend without loss of pay. Safety audits shall be conducted on a monthly basis, or as required.
- (c) The purpose of the Committee is to promote health and safety of the employees at the Plant. To this end, the Committee will be fully acquainted with the norms and rules of health and safety and with the applicable laws of Ontario and applicable Federal laws.

In the interest of promoting occupational health and safety when non-union staff receive training or instruction in testing techniques or protocols at the plant, the company will offer to the union members of the Joint Health & Safety Committee the opportunity to also attend such training or instruction.

- (d) A certified member of the Joint Health & Safety Committee (or their designate) shall be present with the employer representative (or a third party) at the following times when testing is being conducted with respect to the investigation of a health and safety complaint or any other proactive monitoring, as follows:
 - i) when the testing is being set up
 - ii) when periodic checking takes place, and
 - iii) when the testing equipment is being dismantled

Prior to such testing taking place, the employer shall provide a written protocol, communicate the reasons for testing and the protocol to the employees in the area where it will be conducted and in the presence of the union representative, and post a copy in said area. In the event that such physical testing is on an intermittent basis or is continuing for longer than one (1) hour, the union representative shall be required to return to his normal duties. The union representative on

his own initiative may take a reasonable amount of time away from his assigned duties to carry out periodic checking referred to in b) above provided he clears his absence from his assigned duties with his supervisor and conducts his periodic checking in the presence of the Company representative for the testing or in his absence the supervisor in charge of the area being tested.

- (e) The parties will make reasonable efforts to ensure that the minimum level of health and safety protection in the workplace is that required by the *Occupational Health And Safety Act*, R.S.O. 1990, c.O.1 as amended and the regulations made thereunder as that statute and its regulations read on July 13, 2001.

13.03

The Company and the Union will jointly encourage the Joint Safety Committee to actively perform their duties and responsibilities under this Agreement, and for this purpose, the Joint Safety Committee will be furnished by the Company with such reasonable data and information as may be required to carry on their functions.

13.04

The function of the Safety Committee shall be to advise with Plant Management concerning safety and health matters, but not to handle grievances. In the discharge of its function, the Safety Committee shall consider existing practices and rules relating to safety and health and formulate suggested changes in existing practices and suggestions, recommendations and reasons, shall be submitted to the Plant Management for its consideration and for such action as it may consider consistent with the Company's responsibility to provide for the safety and health of its employees during the hours of their employment and the mutual objective set forth in this Article.

13.05

Minutes of meetings and reports of work carried out by the Committee shall be recorded and distributed to all its members and be posted.

13.06

Refusal of Unsafe Work

1. An employee may refuse to work or do particular work where he has reason to believe that:
 - a) Any equipment, machine, device or thing he is to use or operate is likely to endanger himself or another employee,
 - b) The physical condition of the work place or that part thereof in which he works or is to work is likely to endanger himself or,
 - c) Any equipment, machine, device or thing he is to use or operate or the physical condition of the work place or the part therein which he works or is to work, is likely to endanger himself or another employee.
2. If, as set down in the above clause, an employee refuses to work or do particular work, he shall promptly report the circumstances of his refusal to his supervisor, who shall forthwith investigate the refusal, in the presence of the employee and the committee member who represents the employee or a worker, who because of knowledge, experience and training is selected by the

union that represents the employee who shall be made available and who shall attend without delay. Until the investigation is completed, the employee shall remain in a safe place near his or her work station.

3. Following investigation and any steps taken to deal with the refusal, if the employee continues to have reasonable grounds to believe that carrying out the work, for any of the reasons listed above, would endanger himself or another employee, then an Inspector representing the Ministry of Labour shall investigate the refusal and shall render a decision as soon as possible.
4. Pending the investigation and the decision of the inspector, the worker shall remain at a safe place near his work station during the employee's normal working hours unless the employer, subject to the provisions of the collective labour agreement assigns the worker reasonable alternative work during such hours.
5. Pending the investigation and decision of the inspector, another employee can be assigned the work only if he has been advised of the other worker's refusal and his reason for the refusal in the presence of a committee member who represents the employee or a worker because of his knowledge, experience and training is selected by the union that represents the worker.
6. No disciplinary action shall be taken against an employee by reason of the fact that he has exercised his rights under this clause.

13.07

If there is any amendment to either section 9 or 45 of the Occupational Health And Safety Act, R.S.O. 1990, c.O.1, as amended as those sections read on July 13, 2001, that in any way diminishes the rights of workers, trade unions, or certified representatives, it is agreed and understood that sections 9 and 45 as they read on July 13, 2001 are incorporated into and form part of this collective agreement.

13.08

A Union member of the Joint Health & Safety Committee or his designate will participate in an investigation in any of the following circumstances:

- (1) all lost time accidents,
- (2) all accidents causing injury (medical aids) but which do not result in lost time,
- (3) all minor near misses and incidents where an accident has occurred with demonstrated potential for serious injury,
- (4) all fatalities.

At the commencement of each year of the Collective Agreement, the Union shall provide the Company with a list of all designates for the purpose of this clause. If any change is made in respect of the designates during a year of the Collective Agreement, the Union shall promptly provide the Company with an updated list of designates.

If neither a Union member of the JH&SC nor a designate is on site at the time of an incident requiring an investigation under this clause, the Company shall involve an experienced worker in the affected department. In all cases of fatality, a Union member of the JH&SC will be

contacted and called into work if none is available on site. A Union member of the JH&SC may permit the use of a designate where circumstances dictate.

13.09

The Company shall furnish to each employee two (2) pairs of safety shoes per year. The type of safety shoes will be prescribed by the Company. If an employee desires a different style of safety shoes than those prescribed by the Company and there is a difference in price, the employee will pay the difference.

New employees will pay for their safety shoes and will be reimbursed by the Company after completion of forty (40) working days.

13.10

When an employee is absent from work and is eligible to receive compensation under the Worker's Compensation Act, or under Weekly Indemnity, the Company will make provision to advance money to the employee if there is a delay in receipt of compensation by the employee. The employee agrees to assign to the Company an equal amount to that which was advanced upon receipt of the money from the Commission or the Insurance Company.

13.11

The employer shall provide the Union with a copy of the Company's report of injury or disease (Form 7) at the time of submitting same to the Workplace Safety and Insurance Board (WSIB) in order to give the Union an opportunity to discuss with the Company any errors or omissions which may exist. The employer agrees to provide the Union and the injured worker with copies of any return to work plan or other documentation which the WSIB requires the Company to give to the injured worker.

ARTICLE 14

GROUP INSURANCE

14.01

Group Insurance coverage for all employees as in effect as of the signing of this Agreement shall remain in effect for the duration of the Collective Labour Agreement.

14.02

The principal coverage is as follows:

- (a) Effective date of ratification
Life Insurance \$43,000
Accidental Death and Dismemberment \$43,000
- (b) Effective January 1, 2005
Life Insurance \$45,000
Accidental Death and Dismemberment \$45,000
- (c) Effective January 1, 2006
Life Insurance \$47,000
Accidental Death and Dismemberment \$47,000

The Company agrees to pay 100% of the premium.

(b) **Weekly Indemnity**

The Company will maintain the weekly indemnity plan as follows:

First day accident, first day hospital, fourth day sickness. 55% of the employees regular basic hourly classification on the basis of a forty hour week.

The weekly indemnity benefit would be in effect for a period of fifty-two weeks. The plan is as follows (1-1-4-52).

The Company agrees to pay 100% of the premium.

(c) **Health Insurance**

Effective September 1, 2001, the Company will maintain a pay direct drug plan at the three dollar deductible (\$3.00) per prescription. The major medical plan will remain in effect as per the group insurance policy. The insurance policy will:

- Limit eligible drugs to only those that legally require a prescription,
- Implement mandatory generic substitution for prescription drugs, whenever available, and
- Implement a dispensing fee cap of \$8.00 per prescription
- Vision Benefit: Each family member over the age of 18 shall be entitled to one pair of prescription glasses every 2 years to a maximum of \$200. Each family member 18 years of age or under shall be entitled to one pair of prescription glasses each calendar year to a maximum of \$200.

(d) **Dental Plan**

A dental plan is in effect for all employees. Dentures will be paid at 50% co-insurance. The Company agrees to pay 100% of the premium.

(e) **Ontario Health Premium**

To assist employees in paying the new Ontario Health Premium, the Company will do the following:

- i) At the end of calendar year 2004 the Company will pay \$200 to each employee who has earned \$35,000 or more during the calendar year.
- ii) At the end of each succeeding year during the term of the contract, the Company will pay \$300 to each employee who has earned \$35,000 or more during the calendar year.
- iii) These payments shall be subject to applicable statutory deductions.

(f) The whole subject to application under the actual policies.

14.03

In the event that the compulsory government-sponsored medical care programme is expanded during the life of this Agreement to cover portions of the benefits mentioned above, the parties shall meet to make the necessary changes to the existing group insurance.

14.04

Changes in the group insurance programme will be effective and coincident with the effective date of the government-sponsored programme.

14.05

If the Company obtains any reductions in the cost of EI premiums, it is agreed and understood that all savings from such reductions including the employee's portion of the reductions are being used by the Company to maintain and improve Group Insurance.

14.06

Because of the delay for employees who are entitled to weekly indemnity and Workers' Compensation payments, the Company will make arrangements at the request of the employee to provide advance payments on a weekly basis up to the maximum amount provided for below.

The maximum amount that will be advanced under this clause will be the amount of the employee's accrued unpaid vacation pay plus any other unpaid monies owing by the Company to the employee. An employee receiving an advance under this clause will sign the letter, attached as Appendix "M".

ARTICLE 15

WAGES

15.01

The Co-operative Wage Study (CWS) Manual for Job Description Classification and Wage Administration, dated September 8th, 1978 (herein referred to as 'The Manual') is incorporated into this agreement and its provisions shall apply as set forth in full herein.

15.02

Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this Agreement. A list of the jobs and their classification is attached hereto as "Appendix B".

15.03

- (a) A two job class additive is in effect for the Mechanical Department and Electrical Department Classifications as listed in Appendix "B".
- (b) Effective June 1, 2004, the standard hourly rate of Class 1 shall be increased by thirty-five (35) cents. The increment between jobs remains at nineteen (19) cents establishing a standard hourly wage scale as per "Appendix A" revised.
- (c) Effective June 1, 2005, the standard hourly rate of Class 1 shall be increased by ten (10) cents, the increment between jobs remains at nineteen (19) cents establishing a standard hourly wage scale as per "Appendix A" revised.
- (d) Effective June 1, 2006, the standard hourly rate of Class 1 shall be increased by ten (10) cents, the increment between jobs remains at nineteen (19) cents, establishing a standard hourly wage scale as per "Appendix A" revised.

15.04

Effective on the dates specified in Section 15.03 all employees shall have their rates of pay adjusted as follows:

- (a) If the employee is not receiving an out-of-line differential prior to the dates specified in Section 15.03 the rate of pay of such employee shall be adjusted to conform to the standard hourly rate of that employee's job, as provided in Section 15.03.
- (b) If the employee is receiving an out-of-line differential prior to the dates specified in Section 15.03 the rate of pay of such employee shall be increased by the amount by which the rate for Job Class 1 has been increased, as provided in Section 15.03 and the following shall govern:
 - (1) If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job, as provided in Section 15.03, the amount by which such employee's new rate is greater than the rate provided in Section 15.03 shall become the employee's new out-of-line differential (which shall replace the former out-of-line differential) and shall apply in accordance with the provisions of this Agreement.
 - (2) If the employee's new rate resulting from such increase is equal to or less than the standard hourly rate for the job, as provided in Section 15.03, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for the job, as provided in Section 15.03, and the former out-of-line differential shall be terminated.

15.05

As of the date the Standard Hourly Wage Scale becomes effective, the standard hourly rate for each job class shall be the standard hourly rate for all jobs classified within such job class and shall so continue for the duration of the Standard Hourly Wage Scale and shall be applied to any employee in accordance with the provisions of this Agreement.

15.06

Except as otherwise provided in this Agreement, the established rate of pay for each production or maintenance job, other than a trade or craft or apprentice job, shall apply to any employee during such time as the employee is required to perform such job.

15.07

Except as otherwise provided by this Agreement, the established rate of pay for a trade or craft or apprentice job shall apply to any employee during the time such employee is assigned to the respective rate classifications in accordance with the provisions of this Agreement.

Out-of-line Differentials

15.08

The Company shall furnish to the Union a list agreed to by the Company and the Union of employees who are to be paid 'out-of-line differentials'. Such lists shall contain the following information:

- (a) Name of incumbent to whom such out-of-line differential is to be paid.
- (b) Job title of job on which out-of-line differential is to be paid.
- (c) Job classification of such job

- (d) Standard hourly rate of such job
- (e) Amount of out-of-line differential
- (f) Date such out-of-line differential became effective.

15.09

Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Section 15.06 shall continue to be paid such out-of-line differential during such time as the employee continues to occupy the job for which the differential was established.

15.10

If an employee with an out-of-line differential is transferred or assigned to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.

15.11

If, as a result of lay off and the exercise of seniority rights, an employee with an out-of-line differential is moved to a job having a lower standard hourly rate, then the out-of-line differential shall be cancelled.

15.12

If such employee referred to in Sections 15.10 and 15.11 shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by other means.

15.13

When an employee would, in accordance with the terms of this Agreement, be entitled to receive his regular rate, he shall also receive any out-of-line differential to which he is entitled.

15.14

In addition to the means herein provided, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.

15.15

Except for the application of the out-of-line differentials as called for herein, the terms of this Agreement governing transfers shall apply.

Temporary Transfer

15.16

An employee who is temporarily transferred from his regular job shall be paid the standard hourly rate of the job to which he has been transferred, provided such rate is not less than that of his regular job. If the rate of the job to which he is temporarily transferred, but not as a result of a lay-off or a job posting, is less than the rate of his regular job, he shall be paid the rate of his regular job during the period of such temporary transfer.

Learner Jobs

15.17

Learner job requiring 'learner' rates, due to lack of adequate training opportunity provided by

the promotional sequence related jobs, shall be negotiated and be made a part of this Agreement.

15.18

A schedule of learner rates for the respective learning periods of 520 hours of actual learning experience with the Company on jobs for which training opportunity is not provided by the promotional sequence of related jobs, shall be established at the level of the Standard Hourly Wage Scale rates for the respective job classes. This determination shall be on the basis of the required employment training and experience timer specified in Factor 2 of the job classification record of the respective job as follows:

- (a) Code C: Seven to twelve months:
 - (1) One learner period classification at a level two job classes below the job class of the job.

- (b) Code D: Thirteen to eighteen months:
 - (1) A first learner period classification at a level four job classes below the job class of the job, and
 - (2) A second learner period classification at a level two job classes below the job class of the job.

- (c) Code E and higher: Nineteen months and above:
 - (1) A first learner period classification at a level six job classes below the job class of the job.
 - (2) A second learner period classification at a level four job classes below the job class of the job, and
 - (3) A third learner period classification at a level two job classes below the job class of the job.
 - (4) Employees who have had no related work experience in relation to the respective job shall serve an additional 520 hours of work in the learner period two job classes below the job class of the job.

15.19

The learner periods, as provided in Section 15.18 shall apply to those jobs listed in Exhibit 'E' of the Manual, except as otherwise mutually agreed between the Company and the Union and so indicated in Exhibit 'E'. Learner periods shall apply only to jobs in Job Class 8 and up, except where the provision of Sections 15.20 and 15.21 apply.

15.20

The Company, at its discretion, may apply a learner rate to a learner on any job where another employee other than the learner is on the job, provided the learner rate applies is:

- (a) in the case of an employee hired for the learning job the standard hourly rate for Job Class 2; or
- (b) in the case of an employee transferred from another job in the plant, the lower figure of:
 - (1) the standard hourly rate of the job from which transferred; or
 - (2) the standard hourly rate of the job being learned

15.21

The learner provisions set forth in Section 15.20 shall apply:

- (a) for a period of time sufficient to learn to do the job, provided that such period shall at no time exceed 520 hours;
- (b) only to provide replacements for job vacancies; and
- (c) in accordance with the provisions of this Agreement for filling vacancies.

15.22

The Company shall furnish the Union on the form set forth as Exhibit 'E' of the Manual, a list of jobs agreed to by the Company and the Union as appropriate for the application of learner rates. Such list may be added to or deleted from by mutual agreement of the Company and the Union. The schedule of learner rates set forth in Section 15.18 shall apply only to jobs in this list.

15.23

Employee time spent on a job requiring a learner schedule shall be cumulative. Periods of less than eight (8) hours shall not be counted toward completion of a learner schedule, but shall be paid for at the standard hourly rate of the job.

15.24

Any employee who has qualified for a job through a learner schedule shall not be required to repeat that learner schedule.

15.25

The established learner rate of pay for each learner period classification shall apply in accordance with the learner training periods as defined in Section 15.18. However, an employee whose current rate of pay is higher than the minimum rate of a learner job to which he has acceded, shall maintain his current rate, but not such time as the rate for the applicable learner period classification is equal to or exceeds his present rate.

15.26

Any employee, when assigned to a job on which a learner rate applies, shall be credited in the learner schedule with all time previously worked on such job, or, in the case of a 'grouped' job, on a job in such group. It is agreed that such past time shall be computed from reasonably recent records of the Company.

15.27

Any mathematical or clerical errors made in the preparation, establishment or application of the job descriptions, classifications or standard hourly rates shall be corrected to conform to the provisions of this Agreement.

15.28

Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate inequity exists.

15.29 Cost of Living Adjustment

The cost of living allowance will be determined in the manner and to the extent hereinafter set forth in accordance with the changes in the Consumer Price Index, calculated on the basis of 1971 = 100 all items, published by Statistics Canada. Following the release of the Consumer Price Index for June

2004, the Company shall compare such index figures with the Consumer Price Index for January 2004.

Effective as of the signature of the agreement, the calculation for the cost of living will commence to be paid. This would be effective the first pay period of August 2004 and would be paid on the following basis.

For each .45 increase in the index during the period, an allowance of one cent (1) will be allowed.

Further adjustments will be made on a quarterly basis and paid commencing the first pay period of:

November 2004	February 2005	May 2005	August 2005
November 2005	February 2006	May 2006	August 2006
November 2006	February 2007	May 2007	

Effective the first pay period of May 2005, and May 2006, and May 2007 the cost of living accumulated in the contract year will be folded in the base rates and form an integrated part of Appendix "A", Rates and Classifications.

The adjustments will be calculated on the basis of the normally scheduled straight time hours and overtime hours worked and will not form a part of the employee's pay for any other purposes and will not be used in the calculation of any other pay allowance or benefits.

Continuance of the cost of living allowance shall be contingent upon availability of the Consumer Price Index in its present form and calculated on the same basis as the index for January 2004, unless otherwise agreed upon by the parties.

No adjustments retroactive or otherwise shall be made due to any revision which may later be made in a published index.

ARTICLE 16

GENERAL

16.01 Jury Duty

The Company will pay the difference between regular pay and jury duty pay for all working time lost.

16.02 Pension Plan

A resume of the Pension Plan appears in Appendix 'D'. The whole subject to application under the actual Plan.

16.03 The masculine gender, wherever used herein, shall mean and include the feminine gender.

ARTICLE 17

LIFE OF THE AGREEMENT

This agreement shall become effective on June 1, 2004 and shall remain in effect until May 31st, 2007.

Within ninety (90) days preceding the date of expiration of this Agreement, either party may, by written notice, inform the other that it wishes to terminate or amend the same or negotiate a new Agreement.

In witness thereof, the parties hereto, by their duly authorized representatives, have signed at Haley, Province of Ontario this

14th Day of January 2005

TIMMINCO METALS

UNITED STEELWORKERS

A DIVISION OF
TIMMINCO LIMITED

OF AMERICA
LOCAL 4632

APPENDIX "A"

JOB CLASS	DEPT/JOB CODE	JOB TITLE	JUN 1.04
01	00334	Plant Janitor (Reduction)	\$18.05
02	00212	Clean-Up Man (Cal/Briq)	\$18.24
	00333	Clean-Up Labour (Reduction)	
03	00332	Briquette System Tender	\$18.43
	00766	Labourer (Surface)	
04	00765	Shipping Helper	\$18.62

05	00330	Motorized Sweeper Operator	\$18.81
	00331	Condenser Repair Man	
	00446	Operator (Melt)	
	02182	Bricklayer Helper *	
06	00328	Crown Puller	\$19.00
	00329	Calcium Packer	
	00445	Bar Piler	
	00554	Injection Moulding Operator	
	00555	Machine Operator	
07	00325	Residue Discharge Operator	\$19.19
	00326	Reamer Operator	
	00327	Close-Up Man	
	00444	Flux Man	
	00764	Storeroom Attendant	

APPENDIX "A"

JOB CLASS	DEPT/JOB CODE	JOB TITLE	JUN 01.04
08	00209	Magnesium Briquette Press Operator	\$19.38
	00210	Ferrosilicon Crusher Operator	
	00211	Grinding Equipment and Calcium Press Operator	
	00322	Crown Press Operator	
	00323	Furnace Repairman	
	00324	Utility Man	

	00552	Lathe Operator	
	00553	Stretcher Operator	
	00762	Heavy Front End Loader Operator	
	00763	Shipping Lift Truck Operator	
09	00105	Crusher Plant Operator	\$19.57
	00208	Kiln Operator Assistant	
	00320	Lift Truck Operator (Reduction)	
	00441	Saw and Lathe Operator	
	00442	Pourer	
	00550	Inspector (Extrusion)	
	00658	Operator (Special Products)	
	00760	Truck Driver	
	00761	Lift Truck Operator (Surface)	

APPENDIX "A"

JOB CLASS	DEPT/JOB CODE	JOB TITLE	JUN 01.04
10	00104	Driller Powder Man	\$19.76
	00284	Grinding & Briquetting Operator	
	00318	Charger Operator	
	00319	Furnace Operator	
	00321	Day Off Replacement (Reduction)	
	00438	Inspector (Melt)	
	00439	Melt Pot Inspector	
	00440	Potman	

	00483	Static Cast Operator	
	00549	500 Ton Press Operator	
	00888	Shipper/Receiver (VDC)	
11	00103	Production Truck Driver	\$19.95
	00213	Day Off Replacement (Cal/Briq)	
	00317	Vacuum Checker	
	00436	D.C. Operator	
	00437	Day Off Replacement (Melt)	
	00443	Mechanical Repair Man	
	00483	Process Operator	
	00551	Anode Welder	
	00657	Technician – PE	
	00687	Technician – Granulation	

APPENDIX "A"

JOB CLASS	DEPT/JOB CODE	JOB TITLE	JUN 01.04
11	00690	Technician – Specialty Metals	
	00759	Lead Hand (Surface)	
	02181	Stationary Engineer 4th Class *	
12	00316	Vacuum Maintenance Man	\$20.14
13	00314	Lead Hand (Reduction)	\$20.33
	00315	Furnace Maintenance Man	
	00435	Lead Hand (Melt)	
	00656	Lead Hand (Special Products)	
	02178	Stationary Engineer 3rd Class *	

	02179	Carpenter *	
	02180	Pipefitter *	
14	02176	Millwright *	\$20.52
	02177	Welder *	
15	00313	Lead Hand Retort Mtce	\$20.71
	00885	VDC Operator	
	00886	VDC Day Off Replacement	
	02174	Gas Fitter *	

APPENDIX "A"

JOB CLASS	DEPT/JOB CODE	JOB TITLE	JUN 01.04
16	00102	Shovel Operator	\$20.90
	00207	Kiln Operator	
	00589	Day Off Replacement (Extrusion)	
	00548	2400 Ton Press Operator	
	02070	Electrician *	
	02172	Machinist *	
	02173	Millwright Welder *	
	02175	Mobile Equipment Mechanic *	
17			\$21.09
18	00101	Lead Hand (Quarry/Crushing)	\$21.28

	00206	Lead Hand (Calcining/Briquetting)	
	00547	Lead Hand (Extrusion)	
	02068	Electronic Repair Man *	
18	02069	Lead Hand (Electrical) *	
	02171	Lead Hand (Mechanical) *	
19			\$21.47
20	02067	Lead Hand (Electronic) *	\$21.66

* indicates 2 Job Class Additive as per Article 15:03 (a)
Mechanical Electrical 2 Job Class Additive equals:

June 1, 2004 \$00.38

APPENDIX "B"

DEPARTMENT AND CLASSIFICATIONS

MELTING

13 – Lead Hand	10 – Potman
11- Process Operator	10 - Inspector
11 – D.C. Operator	9 – Pourer
11 – Day Off Replacement	6 – Bar Piler
10 – Melt Pot Inspector	5 – Operator - Melt

SPECIAL PRODUCTS

13 - Lead Hand
11 – Technician - Granulation
11 – Technician – PE
11 – Technician – Specialty Metals
9 - Operator

SURFACE

11 - Lead Hand
9 - Truck Driver
9 – Lift Truck Operator
8 – Front End Loader Operator
8 - Shipping Lift Truck

7 - Storeroom Attendant

4 - Shipper Helper

3 – Labour

VDC CASTHOUSE

15 – VDC Operator

15 – VDC Day off Replacement

10 – VDC Shipper/Receiver

APPENDIX "B"

DEPARTMENT AND CLASSIFICATIONS

QUARRY & CRUSHING

18 - Lead Hand

16 - Shovel Operator

11 - Production Truck Driver

10 - Driller Powder Man

9 - Crusher Plant Operator

CALCINING TO BRIQUETTING

18 - Lead Hand

16 - Kiln Operator

11 - Day off Replacement

10 - Grinding & Briquetting Operator

9 - Ferrosilicon Crusher Operator

2 - Clean Up Man

EXTRUSION

18 - Lead Hand

16 – Day Off Replacement

16 - 2400 ton Press Operator

11 – Anode Welder

9 - Inspector

8 - Lathe Operator

8 - Stretcher Operator

6 – Machine Operator

10 - 500 ton Press Operator

APPENDIX "B"

DEPARTMENT AND CLASSIFICATIONS

REDUCTION

MECHANICAL/ELECTRICAL *

15 - Lead Hand Retort

20 - Lead Hand Electronic

13 - Lead Hand Reduction

18 - Lead Hand Electrical

13 - Furnace Maintenance Man

18 - Lead Hand Mechanical

12 - Vacuum Maintenance Man

18 - Electronic Repairman

11 - Vacuum Checker

16 - Machinist

10 - Charger Operator

16 - Millwright Welder

10 - Furnace Operator

16 - Mobile Equipment Mechanic

10 - Day Off Replacement

15 - Gas Fitter

8 - Furnace Repairman

14 - Millwright

8 - Utility Man

14 - Welder

5 - Motorized Sweeper

13 - Stationary Engineer 3rd class

5 - Condenser Repairman

5 - Bricklayer Helper

2 - Clean-Up Labour-Reduction

*indicates 2 Job Class Additive as per Article 15.03 (a)

1 - Plant Janitor

**The job of Plant Janitor when vacant, will be

filled by a Plant Wide Posting only.

APPENDIX "C"

LETTER OF UNDERSTANDING – WESTMEATH PLANT

Article 1.01 (a)

- (i) If the Company moves any manufacturing operation currently carried on at its Haley plant from the Haley plant to its vacant plant located at 1600 Greenwood Road in Whitewater Region (the “Westmeath Plant”), the Collective Agreement will be extended to the Westmeath Plant, which will become subject to its terms.
- (ii) For greater certainty, sub-clause (i) above shall have no application and become null and void if the Westmeath Plant including its building and equipment is sold or leased to employer that is unrelated to Timminco Limited provided that sub-clause (i) above has not been activated and extended the collective agreement to the Westmeath Plant prior to the date of any such sale or lease transaction.
- (iii) Similarly, sub-clause (i) above shall not come into operation and the Collective Agreement will not be extended if the Company uses the Westmeath Plant for non-manufacturing purposes like warehousing provided further that if in the exercise of its management rights the Company assigns on a temporary basis or recalls from lay-off a member of the bargaining unit to perform non-manufacturing work at the Westmeath Plant such employee will remain subject to the terms of the collective agreement while working at the Westmeath Plant.
- (iv) In the event the Company moves any manufacturing operation currently carried on at its Haley plant from the Haley plant to any location within the boundaries of the County of Renfrew, as in effect on November 18, 2004, other than the Westmeath plant, the collective agreement will be extended to such location.

APPENDIX "D"

TIMMINCO METALS RETIREMENT PLAN - SUMMARY

1. PARTICIPATION
All Employees of the Haley plant represented by the United Steelworkers of America and its Local 4632 are eligible to participate.
2. CONTINUOUS SERVICE
Continuous Service shall mean the Employee's continuous period of service with the Company since his last date of hire with the Company.
3. CREDITED SERVICE
Credited Service is that portion of an Employees Continuous Service accumulated from January 1st, 1972 only, to the employee's 65th birthday.
4. RETIREMENT AGE AND SERVICE
Normal Retirement - Age 65 with at least 2 years of membership in the Plan.
Early Retirement - Age 55 with completion of at least 2 years of membership in the Plan.
Disability Retirement - Completion of 10 or more years of Continuous Service, provided eligibility requirements are met.
5. AMOUNT OF NORMAL RETIREMENT PENSION
 - i) For employees who retire on or after January 1st, 2005, the pension will increase by one dollar (\$1.00) making the amount of normal retirement pension forty dollars (\$40.00) per month for each year of credited service as per the actual Pension Plan.
 - ii) For employees who retire on or after January 1st, 2006, the pension will increase by one dollar (\$1.00) making the amount of normal retirement pension forty-one dollars (\$41.00) per month for each year of credited service as per the actual Pension Plan.
6. VESTING
Upon termination of employment prior to Normal or Early Retirement if the Employee has five (5) or more years of Continuous Service, prior to December 31st, 1986, or after January 31st, 1987, two (2) or more years of membership in the Plan.

7. CONTRIBUTIONS

The plan will be provided at no cost to the employee.

8. TERMINATIONS

The Pension Plan will terminate on the same date as the Collective Labour Agreement.

9. AMENDMENTS TO THE PENSION PLAN TEXT

The Company agrees that it will consult with the Union prior to implementing any amendments to the Pension Plan Text.

10. ONE TIME EARLY RETIREMENT WINDOW

Early retirement window from January 1, 2005 to June 30, 2005 providing for early retirement at 58 years and 22 years of service

The United Steelworkers of America and its Local 4632 agree to cooperate with the Company in obtaining any governmental approvals required in respect of these early retirement windows.

The \$121,000 surplus from the previous contract windows will be used in funding this window. If the Company spends less than \$487,000 inclusive of the \$121,000 prior surplus, the balance will be used as mutually agreed between the Company and the Union. Major Medical (including prescription drugs), Hospital and Dental benefits will be provided to the employee (and spouse, if applicable) to age 65.

APPENDIX "E"

TWELVE (12) HOUR WORK SCHEDULES

1. The parties agree to the following conditions, amendments and variations to the existing language in the Collective Agreement with regard to twelve (12) hour work schedules.
2. Appendix "E" - Twelve (12) Hour Work Schedules shall be in effect October 19, 1986.
3. Either party may, within thirty (30) days, with written notice, cancel the twelve (12) hour work schedules.
4. Covered by twelve (12) hour work schedules, are departments where employees are working on continuous operations, seven days per week.
 - i) Calcining to Briquetting
Reduction
Melting
Casthouse
Special Products
Extrusion
 - ii) Support people, such as mechanics, electricians and replacements in the production areas who may be scheduled to work twelve (12) hour shifts.
 - iii) Trainees may be scheduled by the Company on eight (8) hour shifts while undergoing on-the-job training.

5. **Hours of Work**

It is agreed that a shift will commence at 08:00 hours for a twelve (12) hour period and 20:00 hours for a twelve (12) hour period as follows:

08h00 to 20h00
20h00 to 08h00

Shifts will rotate in sequence as per the agreed upon Schedule. Days off will be designated so that the average work performed by an employee will average forty (40) hours per week. Day-off replacements will be designated to cover for the absent employee on his scheduled day off.

It is understood that day-off replacements will work a schedule to look after the absent employee on his scheduled day off.

6. **Overtime**

Notwithstanding Article 6 of the Collective Agreement, it is agreed that overtime will be paid on the basis of time and one-half after the completion of twelve (12) hours in a day or shift or if the employee works more than his scheduled hours for the work week. An employee called in on his day off will be paid at time and one-half for the shift worked, provided he has worked his scheduled hours for the work week. It is the intention that not more than sixteen (16) consecutive hours will be worked.

7. **Shift Premium**

- i) The shift bonus for those employees working on the 12 hour shift system will be fifty-five (55) cents per hour for the night shift from 20:00 hours to 08:00 hours. Effective the 1st pay period of October 2001, the shift premium for those employees working on the 12 hour shift system will increase by (5) five cents per hour for the night shift from 20:00 hours to 08:00 hours, making the new shift premium (60) sixty cents.
- ii) Those employees working on the 12 hour steady day shift system will receive the shift bonus as provided for in Article 6.07 of the Collective Agreement.

8. **Holidays**

As per Article 7 of the Collective Agreement, employees will receive eight (8) hours pay at their regular rate whether or not they are scheduled to work on the paid holiday. For those employees who are scheduled to work on the paid holiday, the holiday will be determined as commencing at 20h00 the day preceding the holiday and ending at 20h00 on the day designated as the paid holiday in the Collective Agreement. Those employees who work during this twenty-four hour period and meet the requirements set out in Article 7:02 of the Collective Agreement will be paid in accordance with Article 7:03 of the Collective Agreement, (i.e. time and one-half for hours worked plus a premium of twenty-five (25) cents per hour) An employee requesting a floating holiday pursuant to Article 7:01 of the Collective Agreement will be paid eight (8) hours at his regular rate.

9. **Paid vacations**

Notwithstanding Article 8 of the Collective Agreement, for the purpose of scheduling vacations for employees on twelve (12) hours shifts, one week vacation will consist of a work week as defined in Item 11.

10. **Saturday/Sunday Premium**

The Saturday and Sunday premiums referred to in Article 6:08 of the Collective Agreement will apply to all hours worked between 20h00 Friday and 20h00 Sunday.

11. **Work Week**

The work week shall commence at 20h00 Saturday and end at 20h00 the following Saturday.

12. **Bereavement Pay**
Employees will be compensated according to the provisions of Article 12 of the Collective Agreement.
13. **Replacement**
Employees who are regularly scheduled to work an eight (8) hour shift schedule and who are assigned to replace an employee on the twelve (12) hour shift schedule for a one (1) week period, will be given the opportunity of making up the four (4) hours at straight time if the replacement entails thirty-six (36) hours of work for the week.
14. **Remaining at Place of Work**
Employees will remain at their place of work until they are relieved or until the end of the shift as specified in Item 5 and pursuant to the terms of the Collective Agreement.
15. **Availability for Work on Scheduled Days Off**
Replacement employees shall be available when shortages of personnel occur. These replacement employees shall come from employees on the twelve (12) hour schedule or the eight (8) hour schedule who are on their scheduled days off. In order to ensure that such replacement employees shall be available, employees on the twelve (12) hour schedule or the eight (8) hour schedule, prior to going on their scheduled days off, shall indicate their availability for work by signing their names on a sheet posted in their departments. The continuation of twelve (12) hour schedules will depend, in part, on the availability of employees to provide sufficient coverage so that the normal operations of the Company can continue on an uninterrupted basis.
16. **Seniority**
With respect to employees on the twelve (12) hour shift schedule who have not completed their probationary period, seniority shall not come into force until a probationary period of four hundred (400) hours has been actually worked.

Probationary employees may be assigned at the discretion of the Company to an eight (8) hour shift during their probationary period.
17. **No Cost to the Company**
The continuation of the twelve (12) hour shift schedule shall not increase the cost of operations for the Company.

APPENDIX "F"

LETTER OF INTENT - CONTRACTING OUT

Except for new construction and expediency, the Company will not contract out regular work in the Plant where such contracting will deprive its employees of work, including those on lay-off, providing they have the qualifications and the Company has tools and equipment to perform the work efficiently and economically.

Contracting out Committee

Without prejudice to the parties' rights and obligations under their collective agreement, for the purposes of initiating open communication between the Company and the Union on future contracting out with respect to maintenance work, the Company and the Union agree to form a Contracting Out Committee ("Committee") on the following terms and conditions:

1. The Union shall appoint two (2) representatives to the Committee. In the event of any changes in the identity of any one of its representatives, the Union shall provide the Company with seven (7) days written notice;
2. The Company shall appoint two (2) representatives to the Committee, which shall be constituted by the (a) Maintenance Superintendent and (b) the General Foreman – Maintenance.
 - a) To the extent reasonably possible, save and except in the event of an emergency or any other unforeseeable, one of the Company's representative shall inform one of the Union's representative of its decision, together with the reasons thereof and together with a cost analysis (where applicable), to bringing in a subcontractor to perform maintenance-related work on site.
3. As required, but in no event greater than once (1) per calendar month, all four (4) representatives of the Committee shall meet to discuss: (a) the maintenance-related work performed by subcontractors since the Committee's last meeting; (b) the reason(s) for which the Company contracted out the maintenance-related work to the subcontractor(s); and (c) any maintenance-related work that the Company projects or otherwise intends on contracting out to a subcontract in the future.
4. In its regular monthly meeting, if any, the Committee shall also discuss what, if any, maintenance related training may be available to any member of the Maintenance Department. Training opportunities, if any, will be discussed in an effort to minimize the Company's use of subcontractors.

APPENDIX "G"

LETTER OF INTENT - FLOATING HOLIDAY

The Company agrees to pay a premium of seventy (\$70.00) dollars to a twelve (12) hour shift employee when the employee exercises his right to a floating holiday under Article 7, Paragraph 7.01.

This premium will apply only if the floater is taken.

APPENDIX "H"

PROCEDURE FOR DISTRIBUTION OF OVERTIME HOURS

Further to the provisions of Article 6.03, listed below are the procedures to be followed when distributing overtime hours:

1. (a) Each Department will provide a numbered book so that an employee can sign to show his availability for work. The book will indicate the employees' seniority date, job classification, dates available for overtime and overtime hours worked and/or refused. Employees signing for overtime shall do so before 3:00 p.m. or 15:00 hours each day to be eligible to be considered if overtime is required. Employees are permitted to remove their name from the overtime book, but if personally contacted to work overtime, they would be expected to report. If the employee does not report or refuses, the hours will be counted as hours worked.
1. (b) If an employee is contacted outside of the hours shown in 2 (a) and refuses, these hours will not be recorded as hours worked.
2. (a) When overtime is required for either day shift or night shift, it is agreed under normal conditions, that contact will be made between
 - 6:00 a.m. and 9:00 a.m.
 - and 4:00 p.m. and 9:00 p.m.and if contact is not made in the first attempt, a second attempt will be made in fifteen minutes and if no contact is made, the next eligible person would be called as per 2 (b). In an emergency situation at other times, 2 (b) would be followed.
2. (b) Overtime hours will first be offered to the person in the occupation who normally performs the work of the occupation involved with the lowest number of overtime hours, who has his name in the overtime book for that day. If hours are equal, then by seniority.
3. If no one is available in the above category, then overtime will be offered to those employees qualified to do the work, with the lowest number of overtime hours. If hours are equal, then by seniority.
4. Normally performing the work involved, means an employee who is assigned to do the work of the occupation for two or more consecutive shifts. Day-Off Replacements will be considered in the distribution of overtime in any of the occupations they replace.
5. It is agreed that no more than sixteen (16) consecutive hours will be worked.
6. Except in an extreme emergency, an employee working night shift will not be asked or allowed to work overtime on the immediately following shift.
7. A record of overtime hours will be kept and will be available in the Foreman's Office for review.
8. This policy is effective immediately and overtime hours will be zeroed for record purposes on a quarterly basis.

APPENDIX "I"

LETTER OF INTENT - JOB COMBINATIONS

As discussed in negotiations between the Company and the Union, the Company will proceed with the combination of jobs within the plant to optimize the operations.

On an ongoing basis, other areas of the plant will be reviewed, to obtain the optimum in operations by combining other jobs, after careful review.

APPENDIX "J"

LETTER OF INTENT - ARBITRATION

As discussed in negotiations between the Company and the Union, it is agreed that with regard to the intent of Paragraph 10:07 of the Collective Labour Agreement, the following persons will serve as arbitrators during the term of the agreement being negotiated at this time:

1. Joseph Roach
2. Joseph Carrier
3. Richard Brown
4. David Kates

These people will be requested in order, as per the Collective Labour Agreement. If one of the arbitrators on the rotation list withdraws on a permanent basis, he can be replaced by mutual agreement of the parties.

APPENDIX “K”

LETTER OF UNDERSTANDING – ACCOMMODATION COMMITTEE

The purpose of the committee is to provide a mechanism for the development and maintenance of fair and consistent practices for accommodating employees who have been ill, injured or have sustained work or non-work disabilities and to enable their early and safe return to work.

Every employee will be re-employed at the appropriate time following an injury or illness if the employee is capable of performing the essential duties of their pre-injury/illness job or any other available accommodated work provided that the employee would be working and not on lay-off if he or she did not require accommodation.

Every employee who is accommodated in a job will receive the higher of the rate he or she received in his pre-injury/illness job or the accommodated job.

If an employee's pre-injury/illness work cannot be accommodated so that the employee can perform the essential duties of that assignment, then the employee will be offered alternative suitable and

available work.

Essential Duties are to be understood to be “the duties necessary to produce the job outcome” and that not all duties of the work assignment are necessarily essential duties.

Every attempt will be made to offer alternative work that is comparable in nature to the pre-injury/illness employment and must follow the least disruptive approach having regard for bargaining unit members, the collective agreement, the Ontario Human Rights Code, the Workplace Safety and Insurance Act, 1997 and all applicable labour legislation.

Suitable modified work is understood to be:

- Work that the employee has the necessary skills to perform or can obtain in a reasonable time period,
- Will not pose a health and safety risk to the employee, co-worker or others, other than that which the worker is willing to reasonably assume on themselves,
- Is of a meaningful, productive, value added nature, and
- To the extent practical has either a vocational or medical rehabilitative component

Nothing herein requires the Company to undergo undue hardship which includes without limitation creating a job for which it has no economic need. The Accommodation Committee will have two functioning committees:

Working Committee: consisting of the Company WSIB Representative or designate, the Union WSIB Representative or designate and the employee requiring accommodation. The Working Committee will meet as required to address the needs of those employees requiring accommodation. The Working Committee will arrange a mutually agreed appointment with the returning employee for the purpose of arranging an intake meeting once the parties receive medical notification that the employee is medically capable of returning to some form of employment. The Working Committee along with the returning employee and treating physician will agree on a proposed accommodation plan and on any other return to work procedure deemed to be necessary. The Working Committee shall determine the appropriate course of accommodation with the assistance of the Full Committee where necessary. Nothing herein precludes the Company from seeking the advice of its own physician in discharging its duty to accommodate.

Full Committee: consisting of a Company Co-chair, Union Co-chair, Company Health and Safety Representative, Union Health and Safety Representative, Company Human Resources Representative and Union President who shall meet monthly (or such other times as may established by mutual agreement of the Co-chairs) to discuss issues pertaining to modification requirements and progress/monitoring of initiatives.

Training and Lost Time: once only during the life of the Collective Agreement, the Company agrees to pay one week’s regular, non overtime wages for the three Union members of the full committee to

attend a one week training course on “Duty to Accommodate” and \$50.00 per person attending for course materials. The Union agrees to provide the instructors. All Union committee members engaged in committee functions/meetings at the Plant during working hours will not lose any regular wages and such time spent shall be deemed time worked. All Union committee members engaged in committee functions/meetings outside of normal working hours at the plant, unless otherwise agreed to by the parties, will be paid their regular straight time hourly wages for such time spent.

APPENDIX “L”

LETTER OF UNDERSTANDING – ACCOMMODATION & RESTRUCTURING

To accommodate concerns regarding restructuring at the Haley Plant, for the term of this collective agreement only, the parties agree to the following procedure which shall apply where an employee is still in jeopardy of being laid off after having exercised his rights under Article 11.12.

The employee shall have the option to either:

- A. Displace any junior employee occupying any other job that is still required, save and except a trade and VDC operator job. An employee who chooses to do so shall be entitled to a maximum of 160 hours of on the job training for the purpose of learning how to perform the essential requirements of the job of the junior employee to be displaced.

OR

- B. Displace any junior employee occupying a VDC operator job that is still required. An employee who chooses to do so shall be entitled to a maximum of 480 hours of on the job training for the purpose of learning how to perform the essential requirements of the VDC operator job of the junior employee to be displaced.

The following conditions and requirements apply to an employee wishing to exercise Option A or B above.

- i. If following the completion of the training period outlined in A or B above, whichever is applicable, it is determined that the employee can perform the essential requirements of the job, the employee may displace the most junior employee in the job for which the employee was trained and which is still required. If it is determined however that the employee cannot perform the essential requirements of the job following the applicable training period, the employee shall be subject to being laid off.
- ii. Training opportunities shall be offered in order of seniority and the Company shall only be required to train one person at a time to displace any one particular junior employee in a job that is still required.
- iii. The Company shall only be required to train up to a maximum of 2 employees per department per shift.
- iv. A junior employee in a job that is still required shall not be subject to lay off under this clause until he can be displaced by a more senior employee who can perform the essential requirements of his job.
- v. A senior employee seeking to displace a junior employee may be laid off while an employee with greater seniority is being trained to have the first opportunity to displace the same junior employee.
- vi. After a trial period of 80 or 84 hours, depending on whether a senior employee entitled to a training opportunity under this clause is assigned to an 8 hour or 12 hour shift, an initial assessment of the employee's aptitude to learn the job will be made. Where the Company, acting reasonably and fairly, concludes that the employee lacks the ability to learn the job the Company may end the training opportunity. The Company will consult with a trade union representative before exercising its right under this provision.

The Parties hereto agreed to the following in a Memorandum of Settlement dated July 16, 2002:

1. It is understood that there shall be a straight application of seniority with respect to layoff and recall, subject to the following:
2. The choice as to when such application is made is at the sole discretion of the Employee. It is further understood that if an Employee has the opportunity to apply Appendix L at the time of layoff, but instead elects to accept the layoff, he therein waives the right to Appendix L over the duration of said layoff. However, should an Employee be laid off when no opportunity to apply Appendix L is present, but such opportunity comes about over the course of the layoff, he shall be afforded the opportunity to apply Appendix L.
3. The job of record of an Employee who exercises Appendix L shall not change. Employees may be afforded the opportunity to return to their job or record at the first opportunity wherein their "Appendix L position" can be filled by a qualified Employee. However, subject to operational requirements, an Employee may be required to remain in the "Appendix L position" for up to thirty (30) additional days.

4. The training period under Appendix L shall be cumulative, unless operational requirements do not so allow.
5. A representative of the Employer and a representative of the Union shall meet with an affected Employee at such time as layoff notices are given. At this time, the respective representatives shall assist the Employee in understanding layoff and recall rights, and the Employee shall indicate as to whether or not it is their intent to apply Appendix L during the course of the layoff if such opportunity comes about.

APPENDIX "M"

REQUEST FOR ADVANCE ON PAYMENT OF WEEKLY INDEMNITY OR WORKERS' COMPENSATION AND EMPLOYEE AUTHORIZATION TO DEDUCT FROM EARNINGS OR OTHER CREDITS

Please advance \$ _____ against indemnity or compensation due me.

In the event that the Company makes an advance to me and no entitlement is approved, or in the event that the Insurance Company or the Workers' Compensation Board refuse to honour my direction, and entitlement is paid to me, I hereby agree to reimburse the Company immediately for such advance(s) made to me. In the event I am unable to repay the advance for any reason, I hereby authorize the Company to deduct the amount advanced from my wages including vacation pay or other monies payable to me.

Timminco

Employee: _____

Signature: _____

Date: _____

APPENDIX "N"

LETTER OF INTENT – DE-CERTIFICATION INFORMATION

Chris Stockwell
Minister of Labour

Dear Mr. Stockwell:

Re: Amendment to the Labour Relations Act requiring the posting of decertification information

Timminco Limited has had a long and positive relationship with the United Steelworkers of America and its Local 4632 which represents Timminco's production workers at its Haley, Ontario plant. The recent amendments to the Labour Relations Act, specifically the new section 63.1, which requires the posting and distribution by Timminco of information with respect to its employees' right to decertify the United Steelworkers, in our view, has the potential to destabilize our relationship with the United Steelworkers and create an area of conflict where none existed previously. We are also concerned that Timminco's posting and distribution of this information may be misinterpreted by some employees as a signal that Timminco no longer wishes to deal with the United Steelworkers, which is definitely not the case. Accordingly, we ask that your Government review this amendment to the Labour Relations Act which in our view, is unnecessary and potentially harmful to stable and mature bargaining relationships such as the one that Timminco enjoys with the United Steelworkers.

We thank you for your consideration of this expression of our views.

Yours truly,

APPENDIX "O"

LETTER OF UNDERSTANDING –

ASSIGNMENT OF PRESIDENT & CHIEF STEWARD

During the life of the agreement, notwithstanding the requirements of article 2.11 relating to day shift positions for the President and Chief Steward, the Company will continue its current practice of assigning the Union President and the Chief Steward to regular day shift jobs that do not require the displacement of existing employees assigned to Day shift jobs provided that the Union President and the Chief Steward continue their practice of being flexible and co-operative in carrying out a variety of different work assignments throughout the plant and the jobs continue to provide an economic benefit to the Company.

APPENDIX “P”

LETTER OF UNDERSTANDING – SUPERVISORY WORK

For the purpose of clarification only, and for the purpose of clarifying the third sentence of Clause 1.07 of the Collective Agreement between the Company and Union (“Parties”), the parties agree and understand that supervisory employees shall have the same rights as technical or professional employees possess in clause 1.07 and particularly the third sentence thereof, provided that the supervisory employee(s) performing research, development or new processes possess technical or professional skills, abilities or knowledge obtained through experience, training or education, which a member of the bargaining unit does not possess.

Before a supervisory employee performs research, development or new process work as contemplated by the third sentence of clause 1.07, the company shall provide advance notice of the new project, research, development or new process to the President, or in his absence, the Vice-President, or in his or her absence the Chief Steward, of the work that supervisory employee(s) will perform. Such notice shall be provided at least 12 hours in advance, provided that there are no emergencies or unexpected occurrences that prevent the company from providing advance notice pursuant to this function. In such circumstances, the company shall provide written notice as soon as possible of a project or other circumstances involving necessitating supervisory employee(s) performing research, development or new processes.

Nothing herein shall affect the parties’ rights under the terms of the Collective Agreement and particularly clause 1.07 thereof, other than to clarify the parties’ rights pursuant to the third sentence of clause 1.07.

The company hereby recognizes the Union’s Collective Agreement right to perform work normally done by the bargaining unit.

The company is committed to informing its supervisory employees to refrain from performing work normally performed by the bargaining unit.

As such, the company shall, in a written notice to its supervisory employees in the Casthouse, inform them of its commitment and that they are not to perform any bargaining work normally performed by the bargaining unit, other than in those circumstances permitted in clause 1.07 of the Collective Agreement.

In interpreting and applying this commitment statement, the parties shall take into account all relevant factors, including but not limited to the amount of time a supervisory employee is alleged to have performed bargaining unit work, so as to avoid any disputes or grievance involving a supervisor, or supervisors, alleged to have performed work that does not, or will not affect the integrity of the bargaining unit.

APPENDIX “Q”

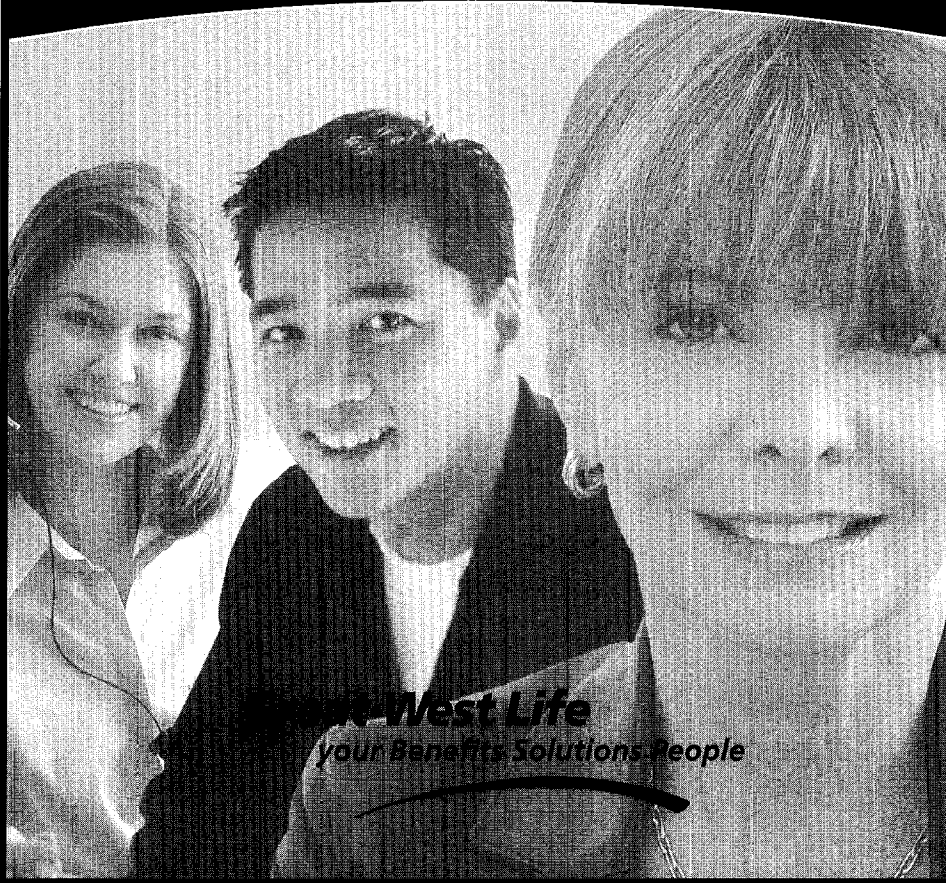
LETTER OF INTENT –

CHRISTMAS DAY, BOXING DAY & NEW YEAR’S DAY SHUTDOWN

Where the Company and the Union agree that on Christmas Day, Boxing Day and New Year’s the following will be applicable.

- a) Notice will be given in advance to advise what processes will operate on what days during the holiday season.
- b) If a process is not operating, those employees so affected will review the processes that are operating and advise their supervisor of their desire to work the holiday.
- c) An employee, who wishes to work the process that is operating, will only be eligible to displace the employee in the position of the process that is operating if he is available through his schedule, if he is qualified to perform the work, and if it is within the same department.
- d) Qualifications will be reviewed through the matrix. The 3 days familiarization and training will not apply.
- e) There will be a deadline for advising supervision of the desire to work the holiday, so that each employee affected has advance notice.
- f) This procedure will apply within a department only; plant wide bumping will not take place.

Group Benefit Plan



West Life
Your Benefits Solutions People

RECEIVED

TIMMINCO LIMITED

130 MAY 2005

Wiley Plant Hourly-paid Employees

December 1, 2004

01568(08)a

Great-West Life is a leading Canadian life and health insurer. Great-West Life's financial security advisors work with our clients from coast to coast to help them secure their financial future. We provide a wide range of retirement savings and income plans; as well as life, disability and critical illness insurance for individuals and families. As a leading provider of employee benefits in Canada, we offer effective benefit solutions for large and small employee groups.

Great-West Life Online

Information and details on Great-West Life's corporate profile, our products and services, investor information, news releases and contact information can all be found at our website <http://www.gwl.ca>.

This booklet contains important information and should be kept in a safe place known to you and your family.

The Plan is underwritten by



INTRODUCTION

This booklet is a summary of the group benefits at the date shown on the front cover.

While every effort has been made to ensure the accuracy of this booklet, your rights and benefits are governed by the terms of the group insurance policy, plan document or plan text providing the group benefits. Those governing documents will prevail if they differ from this booklet. Any amendment to the governing documents is effective without notice to you except as otherwise required by law.

The relevant provisions of the governing documents are available for review through your employer's group administrator. Requests for information about coverage and questions about benefits should be directed through your employer's group administrator.

Unless otherwise indicated, the benefits described in this booklet are administered by The Great-West Life Assurance Company. However, only those benefits described as "insurance" are underwritten by The Great-West Life Assurance Company.

Policy Number 321047

RECEIVED
MAY 03 2005

PLAN DETAIL

Eligibility Class

Employees of the policyholder

Eligibility Period

immediately

For Employees

Life Insurance

Employees under age 65 on
the date of becoming insured
hereunder

Effective December 1, 2004	\$43,000
Effective January 1, 2005	\$45,000
Effective January 1, 2006	\$47,000

Employees age 65 or over
on the date of becoming
insured hereunder

An amount of insurance equal to 50 per cent of
the amount for which such employee would be
eligible if he had been insured prior to age 65.

Accidental death and dismemberment insurance

Employees under age 65 on
the date of becoming insured
hereunder

Effective December 1, 2004	\$43,000
Effective January 1, 2005	\$45,000
Effective January 1, 2006	\$47,000

Employees age 65 or over
on the date of becoming
insured hereunder

An amount of insurance equal to 50 per cent of
the amount for which such employee would be
eligible if he had been insured prior to age 65.

PLAN DETAIL

Short term disability insurance

55 per cent of basic hourly rate based on a 40 hour work week.

- payment commences immediately, with no waiting period for a disability resulting from bodily injuries effected directly and independently of all other causes through accidental means occurring away from work.
- payment commences following a three day waiting period for a disability resulting from disease.
- payment commences on the date the employee has day surgery, or on the first day of hospital confinement provided the employee is hospitalized for at least one night.
- payable weekly for not more than fifty-two weeks of any one disability due to one or more causes.

For Employees and Dependents

Hospital insurance

- Daily amount - the difference between the public ward rate and the semi-private accommodation rate
- Duration of benefit - unlimited

PLAN DETAIL

Pay direct drug insurance

Deductible - \$3 for each prescription plus that part of the dispensing fee greater than \$8 for each prescription

Portion payable for Québec employees

- expenses in excess of the deductible for each prescription until an annual coinsurance payment equals the calendar year maximum out-of-pocket level established by law
 - for the insured person and his covered dependent children, and
 - for the insured person's covered spouse.
- Thereafter, once the applicable maximum has been attained, covered drugs will be paid at 100 per cent.

Portion payable for all other employees 100 per cent

Portion of other covered expenses payable 100 per cent

Maximum amount payable unlimited

Québec basic drug insurance

Deductible - for the total covered expenses incurred by all covered persons in a family, an amount per calendar year equal to the maximum out-of-pocket level established by law.

Portion payable - 100 per cent

An employee not insured for pay-direct drug insurance will be insured for Québec basic drug insurance.

PLAN DETAIL

Health Insurance (Major Medical)

Deductible	-	nil
Portion payable		
- for visioncare expenses	-	100 per cent
- for all other expenses	-	80 per cent
Maximum amount		
- for visioncare	-	\$200 every calendar year for each - covered dependent child under 18 years of age, and every two consecutive calendar years for each other covered person
- for all other expenses	-	unlimited

Healthguard dental insurance

Basic services payable	-	100 per cent
Restorative services payable	-	50 per cent
Fee Schedule	dental and denturist: of the province of residence of the covered person and in effect on the date of treatment.	

COMMENCEMENT AND ADJUSTMENT OF INSURANCE

1. Eligibility

A person indicated under eligible class in the plan detail is eligible to become insured on the first day that such person is actively at work full-time and for full pay with the employer following the eligibility period shown in the plan detail provided such person has been at work continuously, actively, in full-time employment and for full pay with the employer for the eligibility period.

Full-time means performing as an employee in the required manner for the required number of hours each week all the regular duties of the employment either at the customary place of employment or at some other location required by the employer's business.

A person will not be considered to be full-time if that person either (a) is classified by the employer as "part-time", or (b) works for fewer than 20 hours each week.

If insurance under this plan replaces similar insurance within 31 days of its termination, other persons indicated under eligible class in the plan detail who were covered by the prior insurance are eligible to become insured for similar insurance under the plan for an amount not exceeding the amount lost on termination, provided application is made within 31 days after the coverage is lost.

2. Evidence of Insurability

Insurance is subject to evidence of insurability satisfactory to Great-West Life according to the underwriting rules of Great-West Life in effect at that time.

3. Amount of Insurance

Each eligible person who applies to become insured may be insured for not more than the amount described in the plan detail.

COMMENCEMENT AND ADJUSTMENT OF INSURANCE

4. Adjustment in Amount of Insurance

When a change in any circumstance would make you eligible for a different amount of insurance, the amount of insurance will be adjusted as follows:

If the change would result in an increase, the increase will be effective on the later of:

- the date of the change in circumstance,
- the date of return to active full-time employment for full pay if you are not actively at work full-time and for full pay on the date of change in circumstance, and
- the date any required evidence of insurability is approved by Great-West Life.

If the change would result in a decrease, the decrease will be effective on the date of the change in the circumstance.

TERMINATION OF INSURANCE

The policyholder may terminate your insurance at any time.

Your insurance will terminate on the date you would cease to be eligible to become insured except as required by law. Insurance may be continued after retirement as provided in the plan detail.

The policyholder may elect to continue the insurance:

- during a period when you are absent from work because of injury or disease, or
- for up to 31 days during a period when you are absent from work because of leave of absence or temporary layoff.

LIFE INSURANCE

1. Benefit

In the event of your death, Great-West Life will pay the amount of insurance for which you were insured.

2. Total and Permanent Disability Benefits

If prior to your 65th birthday, you

- become totally and permanently disabled as a result of injury or disease so as to be unable to do any work for the remainder of your life and
- such disability has existed for a continuous period of three months,

then, from receipt of satisfactory proof of total disability, Great-West Life will

- continue your life insurance without payment of premiums during the continuance of such disability and
- if you are disabled, in lieu of payment of life insurance proceeds, pay 60 consecutive monthly instalments of \$17.91 for each \$1,000 of insurance on your life.

The instalments will be increased by any interest dividend as may be determined by the Directors of Great-West Life at the end of each year after the first instalment becomes payable.

Instalments may not be commuted prior to your death. Following such death, any instalments remaining unpaid will be commuted at the rate of three percent per annum.

If a claim hereunder has been approved with respect to a person who subsequently again becomes eligible to become insured hereunder, the amount of such insurance will be limited to the value of any instalments remaining unpaid, commuted at the rate of three percent per annum. In no event will more than 60 monthly instalments be paid during your lifetime.

LIFE INSURANCE

3. Conversion Option

If your life insurance

- (1) reduces, or
- (2) terminates
 - (i) as provided under Termination of Insurance or
 - (ii) because of termination of this life insurance provision,

and you are not eligible to become insured hereunder, then you will have the right upon written application made within 31 days after such reduction or termination, to obtain a new policy of life insurance without evidence of insurability, as provided below.

If the insurance reduces, the amount of the new policy will not exceed the amount of the reduction.

If the insurance terminates as provided in (i) above, the amount of the new policy will not exceed the amount for which you were insured immediately prior to termination.

If the insurance terminates as provided in (ii) above, the new policy will not exceed the amount required by law.

Great-West Life will issue the new policy, without total disability benefit or accidental death benefit, on any of its plans then available according to the class of risk to which you belong.

The premium for the new policy will be at the rates established by Great-West Life for your class of risk, sex and current age. The new policy will not become effective until the expiration of the 31 day period.

If death occurs during the 31 day period, Great-West Life will pay an amount equal to the insurance you could have converted under this provision. Payment will be made to the person who would have received the proceeds hereunder. This payment is in full settlement of all life insurance claims under this provision.

LIFE INSURANCE

4. Disability Claims

For benefits to become payable, written notice of a claim must be received by Great-West Life within six months after total disability commenced. Written proof satisfactory to Great-West Life of your total disability must be received by Great-West Life within three months after receipt of written notice described above.

Great-West Life at any time may request written proof of the continuance of disability and may request you to submit to examination by Great-West Life's medical advisers. If you fail to furnish proof satisfactory to Great-West Life or refuse to submit to examination, you will be considered to have ceased to be totally disabled immediately prior to the date the request was made. Proof satisfactory to Great-West Life may be required to verify statements made to establish insurability.

Great-West Life, in its discretion and to the extent permitted by law, may pay another person on your behalf.

5. Death Claims

For benefits to become payable, written notice and proof satisfactory to Great-West Life of your death must be received by Great-West Life within one year after the date of death. Proof satisfactory to Great-West Life may be required to verify statements made to establish insurability.

6. How to Make a Life Insurance Claim

- (1) Obtain a claim form from your administrator;
- (2) Complete the claim form according to the instructions provided on the form; and
- (3) Return the claim form to your administrator.

**ACCIDENTAL DEATH AND DISMEMBERMENT
INSURANCE**

1. Benefit

If you suffer any of the losses in the Schedule of Losses as a result of bodily injury sustained while insured and caused directly and independently of all other causes by external, violent and accidental means, Great-West Life will pay the applicable proportion of the amount of accidental death and dismemberment insurance for which you were insured.

Schedule of Losses

loss of	proportion payable
Life	100 %
Both hands or both arms	100 %
Both feet or both legs	100 %
Speech and hearing of both ears	100 %
One arm or part thereof:	
Arm	75 %
Hand	66 2/3 %
Thumb and index finger of one hand	33 1/3 %
Four fingers of one hand	33 1/3 %
One leg or part thereof:	
Leg	75 %
Foot	66 2/3 %
All toes of one foot	12 1/2 %
Speech	50 %
Hearing of both ears	50 %
loss of use of	
Sight of both eyes	100 %
Both hands or both arms or both legs	100 %
One leg or one arm	75 %
One hand	66 2/3 %
Sight of one eye	66 2/3 %

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

2. Definitions

Loss of a hand means severance at or above the wrist joint.
Loss of an arm means severance at or above the elbow joint.
Loss of a foot means severance at or above the ankle joint.
Loss of a leg means severance at or above the knee joint.
Loss of speech or hearing means total and irrecoverable loss; such loss must continue for 12 months and be permanent.
Loss of a thumb or finger means severance at or above the metacarpophalangeal joint.
Loss of a toe means severance at or above the metatarsophalangeal joint.
Loss of use of sight or of a body member means total and irrecoverable loss of use; such loss must continue for 12 months and be permanent.

3. Limitations

- (1) With respect to any limb no more than one of the above losses will be payable.
- (2) The total amount paid hereunder for all losses suffered by you as a result of any one accident will not exceed 100% of the amount of accidental death and dismemberment insurance.
- (3) No amount will be paid hereunder for any loss occurring more than 365 days after the date the injury was sustained.
- (4) The total amount payable hereunder will not exceed (a) the commuted value of any life insurance instalments remaining unpaid and (b) the maximum amount shown in the plan detail.
- (5) No amount will be paid hereunder for any loss resulting directly or indirectly from any one of the following:
 - (a) illness or disease;
 - (b) self-destruction or self-inflicted injuries while sane or insane;
 - (c) committing or attempting to commit a criminal offence;
 - (d) riot, civil commotion, insurrection, war or hostilities of any kind or any act incident thereto;
 - (e) the inhalation of gas, voluntarily or otherwise, resulting in death;
 - (f) poisoning or infection, other than infections occurring simultaneously with and in consequence of an accidental cut or wound;
 - (g) injuries of which there is no visible contusion or wound on the exterior of the body, unless either drowning or internal injuries are revealed by autopsy.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

4. Waiver of Premium on Disability

Your accidental death and dismemberment insurance will be continued without payment of premium during any period that your Great-West Life group insurance is continued without payment of premium because of disability, but not beyond 65 years of age.

5. Claims

For benefits to become payable, written notice of a claim must be received by Great-West Life within 30 days following the date the loss occurs. Written proof satisfactory to Great-West Life of a loss must be received by Great-West Life within 90 days following the date of the loss. Great-West Life may require you to submit to an examination by Great-West Life's medical advisers. Proof satisfactory to Great-West Life may be required to verify statements made to establish insurability.

6. How to make accidental death and dismemberment claims

- (1) Obtain a claim form from your administrator;
- (2) Complete the claim form according to the instructions provided on the form; and
- (3) Return the claim form to your administrator.

**SHORT TERM DISABILITY INSURANCE
(STD)**

1. Benefit

If you become totally disabled and are continuously so disabled for the waiting period described in the plan detail, Great-West Life will pay the short term disability benefit for which you were insured at the commencement of total disability.

Payment will accrue from and be paid

- (1) immediately, with no waiting period for a disability resulting from bodily injuries effected directly and independently of all other causes through accidental means occurring away from work; or
- (2) on the fourth day for a disability resulting from disease; or
- (3) on the date the employee has day surgery, or on the first day of hospital confinement provided the employee is hospitalized for at least one night.

Payment will continue during the continuance of total disability but not longer than 52 weeks.

2. Total Disability

You will be totally disabled if unable, because of disease or because of a non-work related injury, to perform substantially all of the duties of your occupation.

3. Reduction of Benefit

Your short term disability benefit will be reduced by

- (1) an amount so that the benefit hereunder will not exceed:
 - (a) if the payment is taxable, 80 percent or
 - (b) if the payment is not taxable, 70 percentof your average weekly earnings during the three months immediately before the commencement of total disability; and
- (2) any income replacement benefit to which you are entitled under any provincial automobile insurance plan which is the primary payor.

**SHORT TERM DISABILITY INSURANCE
(STD)**

4. Limitations

No benefit will be paid

- (1) for any period of total disability during which you are not under treatment by a licensed physician or chiropractor. Recognition of certification of total disability by a chiropractor is limited to one month of disability;
- (3) for any period you are on leave of absence, except any portion of a period of maternity leave during which you are disabled as a result of pregnancy;
- (3) if you are disabled as a result of injury or disease for which you are entitled to payment under any Workers' Compensation or similar coverage;
- (4) after your death or following your retirement under your employer's pension plan;
- (5) if you are engaged in any occupation for compensation or profit.

5. Recurrence of Disability

If you cease to be totally disabled after receiving benefits and while insured hereunder again become totally disabled due to the same or a related cause, the later disability will be considered to be a continuation of the previous disability unless you completely recovered from the previous disability and was continuously actively employed full time and for full pay for a period of at least 30 days after termination of the previous disability.

6. Claims

For benefits to become payable, written proof satisfactory to Great-West Life that you have become disabled must be received by Great-West Life within 60 days following:

- the applicable waiting periods for this benefit, or
- any recurrence of total disability.

Subsequent proofs must be submitted promptly at such intervals as Great-West Life may require but not more often than weekly. If you fail to furnish proof satisfactory to Great-West Life within 90 days following the request or refuse to submit to examination, you will be considered to have ceased to be totally disabled immediately prior to the date such request was made. Proof of claim must be signed by a licensed physician personally attending you.

Great-West Life may require you to submit to examination by Great-West Life's medical advisers.

**SHORT TERM DISABILITY INSURANCE
(STD)**

6. Claims – continued

Proof satisfactory to Great-West Life may be required to verify statements made to establish insurability.

Great-West Life, in its discretion and to the extent permitted by law, may pay another person on your behalf.

No action or proceeding may be commenced against Great-West Life within 60 days nor after one year from the expiration of the time when proof of claim is required hereunder.

Important: Phone calls are not considered treatment.

7. How to Make a Short Term Disability Claim

- (1) Obtain the appropriate claim forms from your administrator;
- (2) See a medical doctor no later than the 5th day following the beginning of total disability or any recurrence of total disability;
- (3) Complete the claim forms according to the instructions provided on the forms;
and
- (4) Return the claim forms to your administrator by the beginning of total disability or any recurrence of total disability.

HOSPITAL INSURANCE

1. Benefit

If a covered person (you or your insured dependent) is confined in a licensed hospital as a result of disability caused by injury or disease, Great-West Life will pay to you the reasonable charges payable by the covered person to the hospital for medically necessary room and board up to the daily amount shown in the plan detail for each day of such confinement.

2. Limitation of Coverage

No benefit will be paid

- (1) for a period of hospital confinement which began before the covered person became insured hereunder; this limitation will not apply to a child who became insured at birth;
- (2) for injury or disease for which a covered person is entitled to payment under any Workers' Compensation or similar coverage;
- (3) for an amount for which a covered person is not required to pay, or for which the covered person is entitled to reimbursement under any non-contractual arrangement or under the health plan of the province in which the covered person resides, whether or not the covered person is insured thereunder;
- (4) for an amount which is not permitted to be insured;
- (5) for injury or disease resulting from war or hostilities of any kind;

3. Co-ordination of Benefits

If a covered person is entitled to benefits under this provision and under any other plan with respect to the same expense, Great-West Life will reduce the amount payable under this provision to ensure that the total amount payable under all plans does not exceed the expense incurred by the covered person.

4. Continuation of Coverage

If you are totally disabled because of injury or disease so as to be unable to perform substantially all of the duties of your occupation on the date when your hospital insurance would otherwise have terminated, coverage will be continued, during the period of disability, for not more than 90 days from such termination date.

If your insured dependent is confined in a licensed hospital because of injury or disease on the date when your hospital insurance would otherwise have terminated, coverage will be continued, during the period of hospital confinement, for not more than 90 days from such termination date.

HOSPITAL INSURANCE

5. Claims

For benefits to become payable, written notice and proof satisfactory to Great-West Life of the incurring of an expense for which benefits are claimed hereunder must be received by Great-West Life not later than 15 months following the date the expense was incurred.

Great-West Life may require a covered person to submit to examination by Great-West Life's medical advisers.

Proof satisfactory to Great-West Life may be required to verify statements made to establish insurability.

Great-West Life, in its discretion and to the extent permitted by law, may pay another person on your behalf.

Payment for a charge by a hospital, instead of being made to you, may be made to the hospital. Such payment will be a complete discharge to Great-West Life for the amount so paid.

No action or proceeding under this plan may be commenced against Great-West Life within 60 days nor after one year from the expiration of the time when proof of claim is required hereunder.

6. How to Make a Hospital Insurance Claim

- (1) In most instances, the hospital will complete a standard Hospitalization Claim Form and forward the form along with the billing to Great-West Life. Upon receipt of this standard Hospitalization Claim Form, Great-West Life will provide payment directly to the hospital for the covered expenses.
- (2) In instances where the hospital has given the billing to you directly and you have provided payment to the hospital, have the hospital complete a standard Hospitalization Claim Form.

Forward this form to Great-West Life and include the billing as proof of claim.

Upon receipt of this standard Hospitalization Claim Form, Great-West Life will provide payment directly to you for the covered expenses.

PAY - DIRECT DRUG INSURANCE

1. Benefit

If a covered person (you or your insured dependent) incurs expenses in excess of the deductible for a necessary drug for the treatment of any injury or disease, Great-West Life will pay to a participating pharmacy on behalf of the covered person, otherwise to you, a portion of the reasonable charges ("reasonable" as deemed such by Great-West Life) in excess of the deductible for the following drugs and drug supplies:

- (1) drugs that require a physician's or dentist's prescription according to
 - (a) the Food & Drugs Act, Canada, or
 - (b) provincial legislation in effect where the drug is dispensed.Oral contraceptives are covered.
- (2) drugs that must be injected, including vitamins, insulins, and allergy extracts. Syringes for self-administered injections are also covered.
- (3) disposable needles for use with non-disposable insulin injection devices, lancets, and test strips.
- (4) extemporaneous preparations or compounds if one of the ingredients is a covered drug.
- (5) drugs that do not require a prescription by law if:
 - (a) they are listed in the current Compendium of Pharmaceuticals and Specialties;
 - (b) they are prescribed by a physician or dentist; and
 - (c) they are categorized as:
 - Antimalarials
 - Fibrinolytics
 - Muscle relaxants
 - Nitroglycerin
 - Potassium replacements
 - Single entity flourides
 - Single entity iron salts
 - Thyroid agents
 - Topical enzymatic debriding agents

The following non-prescription items are not covered:

- (a) atomizers, appliances, prosthetic devices, or colostomy supplies;
- (b) first aid or diagnostic supplies or testing equipment;
- (c) non-disposable insulin delivery devices or spring loaded devices used to hold blood letting supplies;
- (d) delivery or extension devices for inhaled medications;
- (e) oral vitamins, minerals, dietary supplements, homeopathic preparations, infant formulas, or injectable total parenteral nutrition solutions, whether or not prescribed for a medical reason, except where federal or provincial law requires a prescription for their sale;
- (f) diaphragms, condoms, contraceptive jellies, foams, sponges or suppositories, contraceptive implants, or appliances normally used for contraception, whether or not prescribed for a medical reason.

PAY - DIRECT DRUG INSURANCE

1. Benefit - continued

The deductible and portion payable are shown on the data page. "Participating pharmacy" means a pharmacy that has entered into an agreement to provide prescription drugs pursuant to this pay-direct drug insurance plan.

Smoking cessation products will be considered drugs for the treatment of disease, however the maximum amount payable for such expenses is \$500 in a covered person's lifetime.

Where the drug dispensed is interchangeable with any other drug, the "reasonable charges" for such drug are limited to the cost of the lowest priced item in the applicable generic category plus a professional fee, unless the prescription has been written by brand name and directed by the prescriber not to be interchanged. If it has, the actual expense will be considered eligible for payment under the Health Disciplines Act & Pharmacy regulations as long as the prescription bears the notation "DO NOT PRODUCT SELECT", "NO SUB", or "NO SUBSTITUTION" on the actual script in the prescriber's own handwriting.

2. Limitations

No benefits will be paid:

- (1) for drugs used to treat erectile dysfunction;
- (2) for any drug that does not have a drug identification number as defined by the Food and Drugs Act, Canada;
- (3) for proprietary or patent medicines registered under the Food and Drugs Act, Canada;
- (4) for any single purchase of a drug that would not reasonably be consumed or used within 34 days, except for the following maintenance drugs when dispensed in quantities that would reasonably be consumed or used within 100 days:

antiasthmatics	antibiotics for acne
anticoagulants	anticonvulsants
antihypertensive agents	antiparkinson
antituberculosis	cardiac agents
estrogens	glaucoma
hypoglycemic agents	oral contraceptives
potassium replacements	thyroid preparations
- (5) for drugs dispensed by a dentist or clinic or by a non-accredited hospital pharmacy;
- (6) for drugs dispensed during treatment as an in-patient or out-patient in a hospital;
- (7) for preventative immunization vaccines and toxoids;
- (8) for non-injectable allergy extracts;

PAY - DIRECT DRUG INSURANCE

2. Limitations - continued

- (9) for drugs that are considered cosmetic, such as topical minoxidil or sunscreens, whether or not prescribed for a medical reason;
- (10) for injury or disease for which a covered person is entitled to payment under any Workers' Compensation or similar law;
- (11) for any drug for which a covered person is not required to pay, or for which the covered person is entitled to reimbursement under any non-contractual arrangement or under the health plan of the province in which the covered person resides, whether or not the covered person is insured thereunder;
- (12) for a charge which is not permitted to be insured;
- (13) for an injury or disease resulting from war or hostilities of any kind;
- (14) if an insured person does not comply with the Right of Subrogation provision.

3. Co-ordination of Benefits

If benefits with respect to the same expenses are payable under this pay-direct drug insurance provision and from any other source, Great-West Life may reduce the amount payable under this provision to ensure that the total amount payable from all sources does not exceed the expense incurred.

4. Concurrent Drug Utilization Review

Claims for covered drugs submitted electronically to BCE Emergis, eHealth Solutions Group are subject to concurrent drug utilization review at point-of sale to determine if:

- (1) an adverse reaction is possible between a prescribed drug and another drug already being taken by the patient;
- (2) a prescribed drug may be harmful to a patient who is a child or a senior;
- (3) a refill prescription is being filled too early or too late;
- (4) a prescribed drug contains ingredients in the same therapeutic class as another drug currently being taken or that has recently been taken and the ingredients remain active in the patient's system;
- (5) the prescribed therapy duration falls outside the drug manufacturer's recommended minimum and maximum limits;
- (6) the prescribed daily dosage of a drug falls outside the age band limits established by the drug manufacturer;
- (7) a prescribed drug is intended solely for the use of a person of the opposite gender to that of the patient.

Based on the outcome of the review, a pharmacist may refuse to dispense the drug as prescribed.

PAY - DIRECT DRUG INSURANCE

4. Concurrent Drug Utilization Review - continued

Claims for covered drugs are not subject to concurrent drug utilization review if:

- (1) the drugs are dispensed at a pharmacy that is not properly equipped to provide the service; or
- (2) the drugs are extemporaneous preparations or compounds.

Neither Great-West Life nor BCE Emergis makes any guarantees, representations or warranties about the accuracy or completeness of the patient information provided for the concurrent drug utilization review or about the review results nor are they liable for any decision made by a pharmacist as a result of the review process.

5. Continuation of Coverage

If you are totally disabled because of injury or disease so as to be unable to perform substantially all of the duties of your occupation on the date when your pay-direct drug insurance would otherwise have terminated, coverage will be continued, during the period of disability, for not more than 90 days from the date your insurance would otherwise have terminated.

If your insured dependent is confined in a licensed hospital because of injury or disease on the date when your pay-direct drug insurance would otherwise have terminated, coverage will be continued, during the period of hospital confinement, for not more than 90 days from the date your insurance would otherwise have terminated.

6. Termination of Coverage

If your pay-direct drug insurance terminates for any reason

- (1) no benefits will be payable under this plan in respect of any supplies which are purchased by you or your insured dependents on or after the termination date;
- (2) your employer will promptly retrieve and destroy your pay-direct drug insurance identification card(s); and
- (3) your employer will notify Great-West Life of such termination within one working day of the termination.

PAY - DIRECT DRUG INSURANCE

7. Claims

For benefits to become payable, written proof satisfactory to Great-West Life of the incurring of an expense for which benefits are claimed hereunder must be received by Great-West Life or its designated agent not later than 15 months following the date the expense was incurred.

Proof satisfactory to Great-West Life may be required to verify statements made to establish insurability.

Great-West Life, in its discretion and to the extent permitted by law, may pay another person on your behalf.

Payment for a charge by a hospital or a dentist, instead of being made to you, may be made to the hospital or dentist. Prescription drug benefits for drug claims submitted through BCE Emergis's electronic claims system will be issued to BCE Emergis. Such payment will be a complete discharge to Great-West Life for the amount so paid.

No action or proceeding under this policy may be commenced against Great-West Life within 60 days nor after one year from the expiration of the time when the proof of claim is required hereunder.

8. How to Make a Prescription Drug Claim

When purchasing drugs at a non-participating pharmacy, you will be required to pay the full price of the prescription. Follow this procedure to obtain reimbursement for out-of-pocket expenses incurred as a result of purchasing prescription drugs (not to include your deductible, if applicable).

- (1) Obtain a claim form from your administrator, and
- (2) Complete and submit the claim form according to the instructions provided on the form.

QUÉBEC BASIC DRUG INSURANCE

1. Benefit

If a covered person (you or your insured dependent) incurs expenses in excess of the deductible for a necessary covered drug for the treatment of any injury or disease, Great-West Life will pay to you a portion of the reasonable charges for such drug dispensed by a licensed physician or dentist or by a licensed pharmacist on the written prescription of a physician or dentist in excess of the deductible. The deductible and portion payable are shown in the plan detail.

A covered drug is a drug listed, at the time the expense is incurred, in the list of medications prepared for purposes of Québec's basic prescription drug insurance plan ("Québec plan") pursuant to sections 60 and 61 of *An Act respecting prescription drug insurance and amending various legislative provisions*, S.Q. 1996, c. 32, as such Act may be amended from time to time.

2. Limitations

No benefit will be paid for an expense incurred which, if you were covered only under the Québec plan, the Québec plan would not cover.

4. Co-ordination of Benefits

If benefits with respect to the same expense are payable under this Québec basic drug insurance provision and from any other source, Great-West Life may reduce the amount payable under this provision to ensure that the total amount payable from all sources does not exceed the expense incurred.

5. Continuation of Coverage

If you are totally disabled because of injury or disease so as to be unable to perform substantially all of the duties of your occupation on the date when his Québec basic drug insurance would otherwise have terminated, coverage will be continued, during the period of disability, for not more than 90 days from such termination date.

If your insured dependent is confined in a licensed hospital because of injury or disease on the date when his or her Québec basic drug insurance would otherwise have terminated, coverage will be continued, during the period of hospital confinement, for not more than 90 days from such termination date.

QUÉBEC BASIC DRUG INSURANCE

6. Claims

For benefits to become payable, written proof satisfactory to Great-West Life of the incurring of an expense for which benefits are claimed hereunder must be received by Great-West Life not later than 15 months following the date the expense was incurred.

Proof satisfactory to Great-West Life may be required to verify statements made to establish insurability.

Great-West Life, in its discretion and to the extent permitted by law, may pay another person on your behalf.

Payment for a charge by a hospital or a dentist, instead of being made to you, may be made to the hospital or the dentist. Such payment will be a complete discharge to Great-West Life for the amount so paid.

No action or proceeding under this policy may be commenced against Great-West Life within 60 days nor after one year from the expiration of the time when proof of claim is required hereunder.

7. How to Make a Québec Basic Drug Insurance Claim

- (1) Obtain a claim form from your employer; and
- (2) Complete and submit the claim form according to the instructions provided on the form.

HEALTH INSURANCE (MAJOR MEDICAL)

1. Benefit

If a covered person (you or your insured dependent) incurs covered expenses in excess of the deductible, Great-West Life will pay to you a portion of such covered expenses. The deductible and the portion payable are shown in the plan detail. No amount will be paid for covered expenses otherwise payable under the Great-West Life group insurance policy.

The maximum amount payable for the covered expenses incurred by a covered person during the current and the two immediately preceding calendar years under this health insurance and any similar coverage issued by Great-West Life, is shown in the plan detail; if any covered expense is not paid because of this provision, it may not be claimed in a subsequent calendar year.

2. Covered Expenses

Covered expenses are the reasonable charges for the medically necessary services and supplies for the treatment of any injury or disease, as described below, made

- (1) by a licensed hospital, including semi-private and private accommodation,
 - (a) in Canada, and
 - (b) outside Canada for a temporary period in the case of a resident of Canada who requires hospitalization due to an emergency while travelling or on vacation; if a resident of Canada elects hospitalization outside Canada, payment is made for a temporary period and is limited to \$75 a day.
- (2) for services rendered outside the province of residence of the covered person by a licensed physician in excess of the charges allowed under the health plan of the province of residence whether or not the covered person is insured thereunder. The amount payable for such services will be limited to the amount specified in the fee schedule except in an emergency while the covered person is travelling or on vacation.

"Fee schedule" means the schedule of fees of the medical association or the College of Physicians and Surgeons at the time of treatment in the province of residence of the covered person and, if the covered person is resident outside Canada, in the province where the Canadian head office of the policyholder is located.
- (3) for services of the following if licensed by a licensing and registration authority in the province where the service is rendered: chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist and masseur; limited to \$15 a visit; and for services of a licensed psychologist limited to \$15 a half-hour for individual psychotherapy and testing, \$18 a half-hour for family therapy, \$6 an hour for group therapy and \$15 for all other visits. Charges for services by a member of the College of Physicians and Surgeons are paid by the provincial health insurance plan.

HEALTH INSURANCE (MAJOR MEDICAL)

2. Covered Expenses - continued

- (4) for x-rays by a licensed chiropractor, limited to \$45 a calendar year for each covered person;
- (5) for surgery performed by a licensed podiatrist, limited to \$200 a calendar year for each covered person;
- (6) for visual motor therapy by a licensed optometrist, limited to \$10 a half-hour;
- (7) for eye examinations by a licensed physician or a licensed optometrist, limited to \$35 a visit;
- (8) for services of a dentist for the excision of a cyst or tumour;
- (9) for services of a dentist for treatment required as a direct result of an accidental injury to natural teeth from an external blow, excluding biting accidents, provided treatment is received within 12 months of the accident;
- (10) for ambulance service to the nearest hospital where treatment is available;
- (11) for private duty nursing service in the home of the covered person, and in a hospital outside Canada if the covered person is a resident of Canada, by a registered nurse not ordinarily resident in the home and not related to the covered person; provided such service can be performed only by a registered nurse and not by a person of lesser qualifications and such service was recommended and approved by a licensed physician, limited to a cumulative lifetime benefit period of 365 service days. Any claim or claims incurred on any day will constitute a benefit period of one service day regardless of the number of hours of service;
- (12) for an artificial eye, arm, hand, leg, foot, breast and orthopaedic brace, including repairs and adjustments, or replacement if repair is not possible, or to accommodate a growing child;
- (13) for stump socks, limited to six pair a calendar year for each covered person;
- (14) for a hearing aid;
- (15) for glasses or contact lenses following a cataract operation, limited to \$100 for each eye once only;
- (16) for oxygen and its administration;
- (17) for rental of a wheel chair, crutches or hospital bed recommended and approved by a licensed physician;
- (18) for the following items if recommended and approved by a licensed physician: elastic stockings limited to two pair a calendar year for each covered person, traction appliance, spinal and abdominal medical support, varco traction kit, belt and similar appliance, neck brace, cervical collar, ileostomy or colostomy kit;
- (19) for custom built orthopaedic shoes, the charge reduced by the cost of ordinary shoes, and orthopaedic modifications to shoes; provided such shoes and modifications are recommended and approved by a licensed physician or by a licensed podiatrist;
- (20) for glasses or contact lenses when provided by a licensed ophthalmologist, optometrist or optician, for the correction of vision, limited to \$200 every calendar year for each covered dependent child under 18 years of age, and every two consecutive calendar years for each other covered person;

HEALTH INSURANCE (MAJOR MEDICAL)

2. Covered Expenses – continued

- (21) An services and supplies that are required by law to be covered expenses under this benefit.

Additional services and supplies may be included at the discretion of Great-West Life.

3. Limitations

No benefit will be paid

- (1) for any covered expense incurred during a period of hospital confinement which began before the covered person became insured hereunder; this limitation will not apply to a child who became insured at birth;
- (2) for a periodic health check-up or examination, travel for health, cosmetic surgery and dental services other than those covered in 2(8) and (9) above;
- (3) for injury or disease for which a covered person is entitled to payment under any Workers' Compensation or similar coverage;
- (4) for an expense for which a covered person is not required to pay, or for which the covered person is entitled to reimbursement under any non-contractual arrangement or under the health plan of the province in which the covered person resides, whether or not the covered person is insured thereunder;
- (5) for a charge which is not permitted to be insured;
- (6) for visioncare services and supplies required by your employer as a condition of employment;
- (6) for an injury or disease resulting from war or hostilities of any kind.

4. Co-ordination of Benefits

If benefits with respect to the same expense are payable under this health insurance provision and from any other source, Great-West Life may reduce the amount payable under this provision to ensure that the total amount payable from all sources does not exceed the expense incurred.

HEALTH INSURANCE (MAJOR MEDICAL)

5. Continuation of Coverage

If you are totally disabled because of injury or disease so as to be unable to perform substantially all of the duties of your occupation on the date when your health insurance would otherwise have terminated, coverage will be continued, during the period of disability, for not more than 90 days from such termination date.

If your insured dependent is confined in a licensed hospital because of injury or disease on the date when your health insurance would otherwise have terminated, coverage will be continued, during the period of hospital confinement, for not more than 90 days from such termination date.

6. Claims

For benefits to become payable, written proof satisfactory to Great-West Life of the incurring of an expense for which benefits are claimed hereunder must be received by Great-West Life not later than 15 months following the date the expense was incurred.

Great-West Life may require a covered person to submit to examination by Great-West Life's medical advisers.

Proof satisfactory to Great-West Life may be required to verify statements made to establish insurability.

Great-West Life, in its discretion and to the extent permitted by law, may pay another person on your behalf.

Payment for a charge by a hospital or a dentist, instead of being made to you, may be made to the hospital or the dentist. Such payment will be a complete discharge to Great-West Life for the amount so paid.

No action or proceeding may be commenced against Great-West Life within 60 days nor after one year from the expiration of the time when proof of claim is required hereunder.

7. How to Make a Health Insurance Claim

- (1) Obtain a claim form from your administrator;
- (2) Complete and submit the claim form according to the instructions provided on the form; and
- (3) Enclose receipts and statements of payments for items paid in part or in full by another source (e.g. another insurance company, government plan, Workers' Compensation, etc).

HEALTHGUARD DENTAL INSURANCE

1. Benefit

If a covered person (you or your insured dependent) incurs covered expenses, Great-West Life will pay to you a portion of the covered expenses as shown in the plan detail.

2. Covered Expenses

Covered expenses are the reasonable charges, not exceeding those specified in the fee schedule, incurred for necessary dental services as described below which are performed or prescribed by a licensed dentist or a denturist licensed to practise denture therapy:

(1) Basic Services:

Routine examinations	Periodontal treatment of the soft and hard tissue supporting the teeth, including provisional intracoronal
X-rays	splinting but excluding any other type of splinting, appliances or orthodontic treatment
Fillings	Endodontics
Extractions	Space maintainers and retainers for missing primary teeth
Oral surgery	Rebasing, relining and repair of dentures
Cleaning and scaling	
Fluoride treatments	
Stainless steel crowns	

(2) Restorative Services:

Dentures, excluding a duplicate set and equilibrated dentures

"Fee schedule" means:

- (1) for services performed by a dentist, the schedule of fees approved and published by the dental association and as described in the plan detail, and
 - (2) for services performed by a denturist, the schedule of fees approved and published by the denturist association and as described in the plan detail,
- and, if the covered person is resident outside of Canada, the fee schedule of the dental association or denturist association, as applicable, of the province where the Canadian head office of the policyholder is located. If an allowance for an expense is not shown in the applicable fee schedule, Great-West Life will determine the reasonable and customary allowance.

HEALTHGUARD DENTAL INSURANCE

3. Limitations

No benefit will be paid

- (1) for a covered expense otherwise payable under the Great-West Life group insurance policy;
- (2) for an expense incurred for cosmetic purposes;
- (3) for an expense incurred for the removal of an amalgam restoration and its replacement with an alternate material unless there is evidence of recurrent decay or significant breakdown;
- (4) for injury or disease for which a covered person is entitled to payment under any Workers' Compensation or similar coverage;
- (5) for an expense for which a covered person is not required to pay, or for which the covered person is entitled to reimbursement under any non-contractual arrangement;
- (6) for an expense for an injury or disease resulting from war or hostilities of any kind;
- (7) for more than one examination for a covered person during any period of six consecutive months;
- (8) for an expense incurred for a precision attachment or for dental restorations for the purposes of periodontal splinting, full mouth rehabilitation, altering of the vertical dimension or modifying the occlusion.

4. Co-ordination of Benefits

If benefits with respect to the same expense are payable under this Healthguard dental insurance provision and from any other source, Great-West Life may reduce the amount payable under this provision to ensure that the total amount payable from all sources does not exceed the expense incurred.

5. Claims

For benefits to become payable, written proof satisfactory to Great-West Life of the incurring of an expense for which benefits are claimed hereunder must be received by Great-West Life not later than 90 days following the end of the calendar year in which the expense was incurred.

Great-West Life may require a covered person to submit to examination by Great-West Life's dental advisers.

Proof satisfactory to Great-West Life may be required to verify statements made to establish insurability.

HEALTHGUARD DENTAL INSURANCE

5. Claims - continued

Great-West Life, in its discretion and to the extent permitted by law, may pay another person on your behalf.

Payment for a charge by a hospital or a dentist, instead of being made to you, may be made to the hospital or the dentist. Such payment will be a complete discharge to Great-West Life for the amount so paid.

No action or proceeding may be commenced against Great-West Life within 60 days nor after one year from the expiration of the time when proof of claim is required hereunder.

6. How to make a dental claim

- (1) Obtain a claim form from your administrator; and
- (2) Complete and submit the claim form according to the instructions provided on the form.

Pre-determination:

For extensive dental work over \$500, submit a claim form/estimate (available from your dentist) showing the proposed treatment and estimated costs so that the amount of benefits payable can be determined.

GENERAL PROVISIONS
(Dependent Insurance)

1. Dependent

Dependent means

- (1) (a) the person to whom you are legally married (spouse), or
(b) your common-law spouse with whom you are living with in a conjugal relationship;
You can only insure one spouse at a time and must insure the same person for all spousal benefits provided under the policy.
- (2) your unmarried child, under 21 years of age and dependent on you for support and
- (3) your unmarried child, *21 years of age or over, who is a full-time student attending or on vacation from an educational institution and dependent on you for support.

The following will be considered to be your child:

- (a) a person you are adopting, during the period of probation,
- (b) your stepchild,
- (c) a person related to you by blood or marriage and for whom you are the legal guardian, and
- (d) a child of the person with whom you are cohabiting in a marriage like relationship, provided such child is living with you.

The age restriction does not apply to a mentally or physically handicapped person who had this condition and was insured as your dependent immediately before the age of 21.

Insured dependent means a person insured under this plan as a dependent.

2. Termination of Dependent Insurance

The insurance on a dependent will terminate on the earliest of:

- (1) the date the dependent ceases to qualify as your dependent,
- (2) the date you cease to be insured for similar coverage, and
- (3) the date specified by the policyholder in a written notice to Great-West Life.

On your death, any health insurance on your dependents will continue for 31 days without premium payment.

- * for coverage on an over age dependent, you must complete a form which is available from your administrator

GENERAL PROVISIONS

1. Plan

Policy-year means the period from the effective date to the first policy anniversary. Subsequent policy-years will be determined from the first policy anniversary.

Masculine words also include the feminine gender when required by the context.

Reference to a province includes a territory when required by the context.

2. Policyholder Information

Great-West Life will have the right to inspect the records necessary to determine the completeness and accuracy of any information provided.

3. Age

If your age has been misstated, the true age will govern and there will be an equitable adjustment in the amount of premium paid by the policyholder.

4. Conformity With Law

Any provision of this booklet which is in conflict with any law to which this booklet is subject, is understood, declared, and acknowledged to be amended to the extent necessary to conform to such law.

5. Currency

All payments to or by Great-West Life will be in lawful money of Canada.

PROTECTING YOUR PERSONAL INFORMATION

At Great-West Life, we recognize and respect the importance of privacy. When you apply for coverage or benefits, we establish a confidential file of personal information. We limit access to personal information in your file to Great-West Life staff or persons authorized by Great-West Life who require it to perform their duties, to persons to whom you have granted access, and to persons authorized by law.

We use the information to administer the group benefit plan under which you are covered. This includes many tasks, such as:

- (1) Determining your eligibility for coverage under the plan;
- (2) Enrolling you for coverage;
- (3) Assessing your claims and providing you with payment;
- (4) Managing your claims;
- (5) Verifying and auditing eligibility and claims;
- (6) Underwriting activities, such as determining the cost of the plan, and analyzing the design options of the plan; and
- (7) Preparing regulatory reports, such as tax slips.

We may exchange personal information with your health care providers, your plan administrator, other insurance or reinsurance companies, administrators of government benefits or other benefit programs, other organizations, or service providers working with us when necessary to administer the plan.

All claims under this plan are submitted through you as plan member. We may exchange personal information about claims with you and a person acting on your behalf when necessary to confirm eligibility and to mutually manage the claims.

The personal information in your file will be kept in the offices of Great-West Life or in the offices of an organization authorized by us. You may request to review or correct the personal information in your file. A request to review or correct your file should be made in writing and may be sent to any of Great-West Life's offices or to our head office at:

The Great-West Life Assurance Company
Attn: Group Compliance
P.O. Box 6000
Winnipeg, MB R3C 3A5

Claims submissions should not be sent to this address. Please use the address on the claim form or contact your plan administrator for details.

For more information about our privacy guidelines, please ask for Great-West Life's *Privacy Guidelines* brochure.