



DELTA[®]

COLLECTIVE AGREEMENT

2005 - 2008

Delta Faucet Canada

A Division of

Masco Canada Limited

RECEIVED
JUN 27 2006
and

**United Steel, Paper & Forestry, Rubber
Manufacturing, Energy, Allied Industrial & Service
Workers International Union
local 2699**

01802 081

INDEX

Article #	Page#
1 PURPOSE AND RECOGNITION	2
Purpose.....	2
Laws	2
Scope	2
2 UNION RELATIONSHIP	2
Condition of Employment.....	2
Union Dues.....	3
Claims, Suits and Actions	3
Deduction Procedure	3
Terms and Conditions.....	3
Interference.....	3
Meetings.....	4
T-4 Slips	4
Union Office	4
3 STRIKE. LOCKOUT	4
4 MANAGEMENT RIGHTS	5
5 RETIREMENT	5
6 UNION COMMITTEES	6
Selection.....	6
Grievance Committee.....	6
Functions	6
Service	7
Grievance Committee Assistance	7
Duties	7
Compensation	7
Time of Meetings	7
District Representative	7
7 GRIEVANCE PROCEDURE	8
Mutual Responsibility.....	8
Time Limit	8
Discussion	8
Step # 1	8
Step # 2	8

Policy Grievance	9
Meetings.....	9
Scheduling	10
Grievance Abandoned	10
8 ARBITRATION	10
Time Limit	10
Appointment of Nominees.....	10
Selection of Chairperson.....	10
Grievance Abandoned	11
Eligibility	11
Expense	11
Procedure.....	11
Authority	11
Binding Effect	11
Assistance	12
9 DISCIPLINE AND DISCHARGE	12
Warning Slip	12
Interview on Discharge.....	12
Discharge Grievance	13
Grievance Settlement	13
10 SENIORITY	13
Probationary Employees	13
Seniority Lists	14
Return following Disability	14
Transfers.....	14
Layoffs.....	15
Breakdowns.....	16
Recall	16
Loss of Seniority	17
Job Postings	18
Notice of Job Group 1 Vacancy	18
11 LEAVE OF ABSENCE	19
Requests.....	19
Union Conventions and Conferences	20
Labour College.....	20
Union Business	20
Accumulated Leave	21
Pregnancy Leave	21

Other Employment	21
Bereavement Pay	21
Jury Duty	22
12 BULLETINBOARDS	22
13 HEALTH AND SAFETY	23
Conditions of Employment.....	23
Recommendations	23
Injury	23
Workplace Safety and Insurance Board	23
Instruction and Acknowledgement	23
Report of Claims	24
Accident Investigation	24
14 DAYWORK STANDARDS	24
Daywork Standards and Efficiency	24
Changes to Standards	24
Rate of Pay for Job Performed.....	25
15 HOURS OF WORK AND WAGE RATES	25
Work Not Guaranteed	25
Buzzer	25
Normal Work Week	25
Work Schedules	25
Overtime Premiums	25
Overtime	26
Shift Premium	26
Shift Rotation	27
Reporting Allowance	27
Equipment Breakdown.....	28
Arriving Late, Leaving Early	29
Absence Reporting.....	29
Supervisory Personnel.....	29
Schedule of Wage Rates and Job Classifications	29
16 PAID HOLIDAYS	29
17 VACATION WITH PAY	31
18 LEADHANDS- Instruction	33
19 MERIT INCREASE	34
20 APPRENTICESHIP	34

21 GENERAL	34
Safety Boot Allowance	35
Maintenance Technician	35
Personnel Records	35
Technological Change	35
22 BENEFIT PROGRAMS	35
Coverages	35
Layoff	37
Carrier Changes	37
23 C.O.L.A.	37
24 DURATION	38
Wages	39
New Hires	39
LETTERS OF UNDERSTANDING	39
Humanity Fund	39
Pay Equity	39
STUDENT RATE	40
WAGE CLASSIFICATIONS	42

COLLECTIVE AGREEMENT

BETWEEN:

**DELTA FAUCET CANADA
A DIVISION OF MASCO CANADA LIMITED**

**A Corporation existing under the laws of
the Dominion of Canada
hereinafter called**

**'THE COMPANY'
the first part**

-AND-

UNITED STEELWORKERS

**Local Union 2699
hereinafter called**

**"THE UNION
of the second part**

This Agreement witnesseth that:

ARTICLE 1 - PURPOSE AND RECOGNITION

1:01 - Purpose

The parties are agreed that the purpose of the Agreement is to provide orderly collective bargaining relations between the Company and the Union to secure a prompt and equitable disposition of grievances and to eliminate interruptions of work and interference with the proper operations of the Company's business, and to maintain mutually satisfactory working conditions, hours and wages for the employees covered by this Agreement.

1:02 - Laws

It is understood and agreed, that all provisions of this Agreement, and the interpretation thereof, shall be subject to all present or future laws, orders, regulations and by-laws made or enacted by, or pursuant to the authority of the Parliament of Canada, Legislature of Ontario, or any other lawful authority, and shall be deemed to be modified as necessary, so that this Agreement shall, at all times, comply with any changes in same.

1:03 - Scope

The Company recognizes the Union as the exclusive bargaining agent for all employees of the Company in its plant in the City of London, Ontario, save and except salaried employees, supervisors, security guards, factory expeditors and clerical employees.

The Company will supply the Union with a list of employees acting in a supervisory capacity, and will indicate by appropriate job titles the nature and extent of their duties.

ARTICLE 2 - UNION RELATIONSHIP

2:01 - Condition of Employment

An employee hired into the bargaining unit shall be required, as a condition of continued employment, to authorize the Company in writing to deduct an amount equal to monthly Union dues from his/her wages.

2:02 - Union Dues

Each employee who, as of the date hereof, is authorizing **the** deduction of **his/her** Union dues shall, as a condition of continued employment, authorize the Company in writing to deduct an amount equal to monthly Union dues from his/her wages for the duration of this Agreement.

2:03 - Claims, Suits and Actions

It is understood and agreed that the Union will save the Company harmless from any and all claims, suits or actions which may be made against it by any person in respect of amounts deducted from wages as herein provided.

2:04 - Deduction Procedure

The Company agrees to deduct **bi-weekly** Union **Dues** as specified by the Union's Constitution, from the wages of each employees as referred to in Article 1:03 of the Collective Agreement and will transmit the amounts so deducted to the **International Secretary – Treasurer of the United Steelworkers of America A.F.L.-C.I.O.-C.L.C Box 13083 Postal Station "A" Toronto, Ontario M5W 1V7**, along with a completed **Dues** Remittance form R-115 and a list of all employees from whom deductions have and have not been made. Copies of the Union **Dues** information will in addition be submitted to the Union's regional office in the month following the month of the dues deduction.

2:05 - Terms and Conditions

The terms and conditions of this Agreement will apply to all employees who are subject to the provisions thereof, and all such employees are bound by its provisions.

2:06 - Interference

The Company and Union agree that there will be no interference, restraint or coercion exercised or practiced upon employees of the Company, by respective representatives to this Agreement, because of membership or non-membership in the Union.

2:07 - Meetings

There shall be no Union activity or meetings on Company time or Company premises unless prior approval has been obtained from the Company representative(s) or as hereinafter provided for.

2:08 - T-4 Slips

The Company agrees that the Company will show the amount of union dues deducted on the employee's T-4 slips.

2:09 - Union Office

The Company will provide the Union with an office, which is to be used by the Union Unit President and Unit Secretary for the purpose of maintaining files and records of the Unit. The Union shall not use this office for a meeting during working hours without the express permission of the Director, Human Resources or his/her alternate.

ARTICLE 3 - STRIKE, LOCKOUT

3:01

The Union undertakes and agrees that while this Agreement is in effect neither the Union nor any employee shall take part in any strike, picketing, **sitdown**, slowdown, or other actions which interfere with work or operations. If any such action takes place, the Union agrees to instruct the employees to carry out the provisions of this Agreement, and to return to work and perform their duties.

3:02

The Company agrees that it will not cause, or direct any lockout of its employees.

ARTICLE 4 - MANAGEMENT RIGHTS

4:01

The Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency, and that the Company has the right to issue Shop Rules and Regulations, provided that right is exercised in a just and reasonable manner.
- (b) hire, discharge, transfer, promote, demote or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.
- (c) generally manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to determine the number and location of plants, the products to be manufactured, methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of materials and parts to be incorporated in the products produced. The Company agrees that it will not exercise these functions so as to violate or nullify the provisions of other clauses of this Agreement.

ARTICLE 5 - RETIREMENT

5:01

The parties recognize that under the terms of the Pension Plan, January 1, 1990 and as amended, which provides for Company and Employee contributions of 3% respectively, the normal retirement age of employees is 65 years.

ARTICLE 6 - UNION COMMITTEES

6:01 - Selection

The Company shall recognize a Grievance Committee of six committee persons, in addition to the Unit President or his/her designate, and the Committee shall at all times include members from each of the following areas:

2 from Group 1	1 from Group 3
2 from Group 2	1 from Group 4

and the Company will recognize and deal with the said Committee with respect to any matter which properly arises from time to time during the term of the Agreement and said Committee will cooperate with the Company in the administration of this Agreement.

6:02 - Grievance Committee

The Company will recognize and deal with the Grievance Committee with respect to any grievance which properly arises from time to time during the term of this Agreement, but no more than three local Union Representatives, including the Unit President may attend these meetings, but the Union shall have the right to have the full Grievance Committee present as outlined in Article 6:01 if the Union deems the grievance to be of a serious nature.

6:03 - Functions

The Company shall recognize a Negotiating Committee, who are employees of the Company, consisting of the Unit President, Unit Secretary, one employee who is a member of the Grievance Committee and one other employee who is elected from the Bargaining Unit. The above Committee will be paid 8 hours' pay at their day work rate of pay plus C.O.L.A. up to a maximum of 10 meetings during negotiations.

If there are any changes required to this Agreement during its term, the Company will first propose such changes to the above Negotiating Committee. A copy of any written material will also be supplied to the International Union.

6:04 - Service

Members of the Negotiating and Grievance Committees shall be selected in accordance with the United Steelworkers constitution.

6:05 - Grievance Committee Assistance

The Company acknowledges the right of members of the Grievance Committee to assist employees in presenting their grievances to the representative of the Company.

6:06 - Duties

The Union acknowledges that Grievance Committee members and Union officers have regular duties to perform on behalf of the Company, and that such persons will not leave their regular duties without obtaining the permission of the supervisor, and will give a reasonable explanation with respect to his/her requested absence. He/she will report to his/her supervisor when resuming his/her regular duties. Such permission will not be unreasonably withheld.

6:07 - Compensation

In accordance with the above understanding, the Company will compensate members of the Grievance Committee for the time spent in negotiating with the Company and in handling grievances of employees, to a reasonable amount of time in any one week, at their day work rate of pay, but this will not apply to time spent on such matters outside of regular working hours.

6:08 - Time of Meetings

First stage grievance meetings between the Company and the Union shall be held during the affected employees' regular working hours. Second stage grievance meetings between the Company and the Union shall be held during the regular day shift.

6:09 - District Representative

The District Representative of the Union may attend any meetings under Articles 7:06 and 7:08 at the request of either the Company or the Union.

ARTICLE 7 - GRIEVANCE PROCEDURE

7:01 - Mutual Responsibility

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is generally understood that an employee has no grievance until he/she has first given to his/her supervisor an opportunity of adjusting his/her complaint.

7:02 - Time Limit

It shall be optional to the Company to consider any grievance, the alleged circumstances of which originated or occurred more than thirty (30) calendar days prior to the presentation.

7:03 - Discussion

An employee has the right to elect to discuss any complaint with his/her supervisor or his/her Group Committee person after obtaining his/her supervisor's permission. Such permission shall not be unreasonably withheld. Should an employee elect to discuss the complaint with his/her Group Committee person first, he/she then shall process the complaint with the employee present.

7:04

If such grievance is not settled to the satisfaction of the employee concerned, within one working day, or within any longer period which may be mutually agreed upon at the time, then the following steps of the Grievance Procedure may be invoked in order.

7:05 - Step # 1

Should no settlement satisfactory to the employee be reached, the Grievance Committee person may request, in writing, within three working days thereafter, or a time mutually agreed upon that the grievance be taken up at a meeting between the Grievance Committee and such representatives of the Company as are designated for that purpose, (Division Manager and/or possibly others).

After such discussion as is necessary, the Division Manager, or his/her representative shall state his/her decision or refusal to make a decision, in writing with appropriate reasons, and deliver copies to the Unit President and Grievance Committeeperson involved, within three (3) working days, or by a time mutually agreed upon.

7:06 - Step # 2

Should no settlement satisfactory to the employee be reached, the Grievance Committee may request, in writing, within three full working days thereafter, or a time mutually agreed upon, that the grievance be taken up at a meeting between the Grievance Committee and Director, Human Resources or his/her nominee and such other persons as may be designated. At this meeting, the District Representative of the Union, or his/her nominee, may be present if his/her presence is requested by either the Company or the Union.

7:07

If the grievance is not therein settled in writing, to the satisfaction of both parties, within three working days, or within any longer period as may be mutually arranged at the time, then at the request of either party to this Agreement, the grievance may be referred to arbitration

7:08 - Policy Grievance

Beginning at Step # 2 of the grievance procedure, either the Union or the Company may bring forward a complaint that the other party has violated or misinterpreted this Agreement. If the complaint is not settled to the mutual satisfaction of both parties within seven (7) working days after the completion of the grievance procedure, it may be treated as a policy grievance and referred to arbitration as set out in Article 8. The Union agrees that the above provisions shall not be used to by-pass the normal grievance procedures.

7:09 - Meetings

Meetings of the Grievance Committee with Management may be mutually arranged at any time necessary, with no more than four Union representatives attending.

7:10 - Scheduling

First, second step, policy grievances and meetings under Article 7:09 will be scheduled within seven (7) working days of the request, unless an extension of this time limit is mutually agreed upon.

7:11 - Grievance Abandoned

The grievance shall be deemed to be abandoned unless it is processed to the next step within the time limits outlined in this article, unless an extension of the time limits has been mutually agreed upon in writing.

ARTICLE 8 - ARBITRATION

8:01 - Time limit

If arbitration is to be invoked, the request for arbitration must be made in writing, within twenty (20) working days after the grievance has been dealt with in Step # 2.

8:02 - Appointment of Nominees

When either party requests that a grievance be submitted to arbitration, they shall make such request in writing, addressed to the other party of the grievance and the same shall be presented to their respective nominee. Within seven (7) scheduled working days thereafter, the other party shall select their respective nominee, or, if however, a sole arbitrator shall be selected by mutual agreement of the parties in writing.

Selection of Chairperson

The two nominees so appointed shall then proceed to select a chairperson of an arbitration board. If the nominees are unable to agree upon a chairperson within a further period of seven (7) scheduled working days, then the chairperson shall be such person as the Minister of Labour for Ontario may designate or appoint.

Grievance Abandoned

Within fourteen (14) working days following the agreement of a Chairperson, the grievance party shall contact the Chairperson, in writing, to request a hearing date. If the grieving party fails to contact the Chairperson within this time period, then the grievance shall be deemed to be abandoned, unless an extension of this time limit is mutually agreed, in writing.

8:03 - Eligibility

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

8:04 - Expense

Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairperson of the Arbitration Board, if any.

8:05 - Procedure

No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

8:06 - Authority

The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, modify or amend any part of this Agreement.

8:07 - Binding Effect

The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority of such Board, or in the absence of a majority, the decision of the Chairperson will be final and binding upon the parties hereto.

8:08 - Assistance

At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned, and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant, to view disputed operations and to confer with the necessary witnesses.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

9:01 -Warning Slip

If an employee with seniority is disciplined or discharged, **he/she** shall be notified in writing of such action within five (5) working days after the occurrence or the time at which it became known to the Company. The employee's Group Committee person shall be given a copy of such record and shall sign all copies to acknowledge receipt. The Group Committee person shall not refuse to sign, which constitutes simply a receipt and not agreement as to the justness of the action taken.

The Company agrees not to refer to any record of discipline, the occurrence of which is more than 18 months old.

9:02 - Interview on Discharge

Whenever an employee with seniority is discharged, **he/she** will be asked if **he/she** wants an interview with the Unit President, or his/her designate, if **he/she** is available. If **he/she** so requests, then an interview will be arranged at a place designated by the Company before **he/she** leaves the plant, provided that, if because of the nature of the offence, it is necessary to require the immediate expulsion of an employee from the plant, then the Unit President or his/her designate shall be notified.

9:03 - Discharge Grievance

A claim by an employee that he/she has been **unjustly** discharged from his/her employment shall be treated as a grievance, if a written statement of such grievance is lodged with the Director, Human Resources or his/her designate within five (5) working days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step # 2 will be omitted in such cases.

9:04 - Grievance Settlement

- (a) A discharge grievance may be settled by confirming the Management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is **just** and equitable in the opinion of the conferring parties, or in the opinion of the Board of Arbitration, if the matter is referred to arbitration.

- (b) Should the parties mutually agree, a settlement officer will be used in an effort to resolve a grievance before the parties proceed to arbitration. The cost of the settlement officer will be shared equally by both the Company and the Union.

ARTICLE 10 - SENIORITY

10:01 - Probationary Employees

- (a) An employee will be considered on probation and **will not be** placed on a seniority list until after he has been on the payroll of the Company for an accumulated period of **60** days worked within a six month period. During such probationary period, an employee shall have no seniority status, and any employment may be terminated, as the Company may determine provided that the Company does not act in bad faith, and this shall constitute a lesser standard for the purposes of Section 43.1 of the Ontario Labour Relations Act. Students shall continue as probationary employees during that period of temporary employment, which shall not exceed four (**4**) months.

- (b) Students employed during the summer period will only be employed from April 15th to the last working Friday before the Labour Day Holiday. Students must be at least eighteen (18) years of age and must be returning to school following Labour Day. No student shall be hired to full-time status until six (6) months have passed following his/her last day of employment. Students shall not be retained or hired if a bargaining unit employee is off work on layoff status.

10:02

(a) Seniority Lists

The Company shall maintain seniority lists based on date of hire. A copy of the seniority list shall be posted in the departments for all employees' inspection and copies of each seniority list shall be provided to the Unit President. Seniority lists will be revised every three (3) months.

(b) Return following Disability

Employees returning to work after being off sick, on Workers' Compensation or in an accident, will return to their original job, subject to the seniority provisions, and when released to do so by the Company's or the employee's doctor.

10:03 - Transfers

On any temporary transfer the Company reserves the right to assign employees from any Job Group to fill a vacancy for a period of two (2) consecutive days. After the two (2) day period, should the Company continue to require the work to be performed on a temporary basis (28 calendar days or less) the transfer will be made by offering by order of seniority, the senior employee(s) in the department affected, the opportunity to accept the transfer. Employees that accept the transfer must possess the skill and ability to perform the job.

It is agreed that the experience so gained by temporary transfers will not be considered when reviewing applicants for job postings or vacancies.

10:04 - Lavoffs

The parties **agree** to discuss manpower requirements when the Company expects periods of significantly low market activity.

In the event of a reduction in the work force, probationary employees will be the first to be laid off, providing the remaining employees possess the skill, ability and efficiency to perform the work which is available.

Where the Company decides that entry tests are required to determine whether employees have the basic skills to qualify for a job, tests will be relevant to the requirements of the job to be performed. Tests can be retried at any time after an employee has upgraded his skills.

In the event of a reduction in the number of employees, such reduction will take place in the following manner:

- (1) the employee having the least amount of seniority in his job will be displaced;
- (2) the employee thus displaced may bump a more junior employee in his/her Job Group (as described herein) providing the employee possesses the skill, ability and efficiency to perform the work that is available.
- (3) if the displaced employee is unsuccessful in the above step, he/she may then displace the more junior employee in a lower Job Group, provided that
 - (a) he/she has more seniority than the more junior in the Job Group, and
 - (b) he/she possesses the skill, ability and efficiency after five (5) days' training, to perform the work which is available;
- (4) if the displaced employee is unsuccessful in step (3) above, he/she may then displace the most junior employee in Job Group 1, provided -

- (a) he/she has more seniority than the most junior employee in Job Group 1, and
- (b) he/she possesses the skill, ability and efficiency after five (5) days' training, to perform the work which is available.
- (5) Layoffs in Job Group 1 will take place by inverse order of seniority, providing the employee possesses the skill, ability and efficiency after five (5) days' training, to perform the work which is available.

When multiple bumping takes place, the more senior employee being bumped has the choice of the jobs held by the more junior employees being laid off.

- (6) The employee shall be laid off.

10:05 - Breakdowns

When a layoff is due to an equipment break-down, shortage of utilities, fire, act of God, or for other reasons beyond the reasonable control of the Company, the required number of employees to be kept will be done on the basis of seniority within the Job Group.

10:06

Exceptions to Clauses 10:04 and 10:05 may be agreed upon, in writing, by the parties to this Agreement.

10:07 - Recall

When recalling employees to work after a layoff, the following rules shall apply:

- (a) employees laid off from jobs in Group 1 shall be recalled by seniority to jobs only in Group 1, but cannot use their seniority to be recalled to jobs in Group 2 or above;
- (b) employees laid off from jobs in Group 2 or above will be recalled into their former jobs, by seniority, or by seniority into jobs in Group 1.

- (c) The Union will be notified of all recalls and be provided with a list of employees being recalled.

10:08 - Loss of Seniority

An employee shall lose his seniority and will no longer be considered an employee of the Company for any of the following reasons:

- (1) if the employee voluntarily quits;
- (2) if the employee is discharged and is not reinstated in accordance with the provisions of the Collective Agreement;
- (3) if the employee is laid off and fails to return to work within eight calendar days after he/she had been advised to do so by the Company, by personal telephone contact, by direct conversation, by registered mail, or by same day courier to the employee's last known address, unless he/she gives a reason satisfactory to the Director, Human Resources;
- (4) if the employee has been laid off for lack of work or is absent for more than 18 months, if he/she has less than three years' seniority, or 30 months, if he/she has three or more years' seniority;
- (5) if an employee is absent for three consecutive working days without advising the Human Resources Department, or if he/she overstays his/her leave of absence or holidays without advising the Human Resources Department, and without a reason satisfactory to the Director, Human Resources.

10:09

Unless an employee signifies he/she will return to work within three days after being recalled, his/her name shall be passed over on the recall list.

10:10 - Job Postings

All vacancies for jobs of more than thirty (30) calendar days duration and newly created jobs which are higher than Job Group 1, shall be posted on the Company bulletin boards for two (2) working days.

The Company will select the most senior applicant provided he/she can demonstrate his/her skill and ability to do the job

The employee(s) selected shall be notified within five (5) working days of the closing of the job posting process.

If, after five (5) working days of training the applicant has not obtained the efficiency to do the job in question, then the Company shall have the right to fill the vacancy. If an employee cannot satisfactorily demonstrate his/her skill, ability and efficiency to do the job, he/she shall be returned to his/her former job where practical. If the applicant has successfully obtained the efficiency to do the job through the five (5) day training period and has decided to accept the job by notifying the Company, the applicant shall receive the rate of pay for the posted position when he/she commences working in that new position, or 30 calendar days after notification to the company of his/her acceptance of that position, whichever is earlier.

The Company reserves the right to fill the vacancy temporarily pending the selection of the employee to fill the vacancy on the relatively permanent basis.

10:11 - Notice of Job Group 1 Vacancy

Employees will be notified of a vacancy in Job Group 1 jobs by a "Notice of Job Group 1 Vacancy" posted on Company bulletin boards.

Employees applying for a Job Group 1 vacancy will be considered on the basis of skill, ability and efficiency, and if these factors are relatively equal where two or more employees apply for the same vacancy, then seniority shall be the governing factor, and the successful employee shall be transferred.

Where one vacancy arises, there shall be no more than two transfers before a new employee is hired.

10:12

An employee who has been transferred to fill a vacancy above Job Group 1 which has been posted shall be eligible to apply for another posted vacancy but, until twelve months have elapsed following his/her transfer, he/she need not be considered by the Company, unless the job he/she posted into is eliminated.

10:13

In the event that a transferred employee does not want the new job within five (5) working days, he/she shall have the opportunity to return to his/her former job, where practical.

10:14

The Company agrees to give notice of layoff to employees affected, according to the Employment Standards Act of Ontario.

ARTICLE 11 - LEAVE OF ABSENCE

11:01 - Requests

Unless otherwise stated in This Article, all requests for leave of absence must be submitted in writing, as far in advance as possible, but not **less** than five (5) full working days before the leave of absence is to commence. **Any** person who is absent with such written permission shall not be considered to be laid off, and his/her seniority shall continue to accumulate during his/her absence.

11:02

Leave of absence without pay may, at the discretion of management, be granted to employees for reasonable periods, providing no serious production problems are caused by the leave of absence. Permission for such leave will not be unduly withheld. If there is any doubt as to the reason for the employee's absence, the

employee must prove, to the satisfaction of the Director, Human Resources, that the absence was for the reason requested.

11:03 - Union Conventions and Conferences

Leave of absence without pay will be granted for the purpose of attending a Union convention or conference to not more than five (5) employees at one time, with not more than three (3) employees from a single job group at one time. Any such request should specify the convention, conference, or Union sponsored training programs to be attended.

11:04 - labour College

Leave of absence without pay may be granted to one (1) employee, for a maximum of eight (8) weeks for the purpose of attending the Labour College.

11:05 - Union Business

Leave of absence without pay may be granted to one (1) employee for a period of up to 12 months, for the purpose of working in an official capacity for the Local or International Union, at the request of the Staff Representative, in writing. Such leave may also include schooling or training.

Seniority will be maintained and accumulated for the purpose of 11:03, 11:04, 11:05 and 11:06.

11:06

Absence for Union business by Union officials and Group Committee persons only for periods of one (1) working day or less will not be considered as leave of absence, but may be considered as excused absence, provided a full working day's notice, prior to the commencement of the employee's shift, has been given by the employee concerned to his/her supervisor. Such requests shall only be withheld if a serious production problem exists in the plant. Notwithstanding the one day's notice above, the Union agrees to cooperate and give the Company as much notice as is possible in the circumstances.

The Company agrees to continue the pay and benefits of any employee absent from work on Union business and the Union shall reimburse the Company for such wage payment, upon receipt of a monthly statement. The Company will be reimbursed within twenty (20) days or this clause become void.

11:07 - Accumulated Leave

The accumulated total of leave granted under sections 11:03 and 11:06 shall not exceed the equivalent of twenty-five (25) working days in a calendar year for any one individual employee.

11:08 - Pregnancy leave

The Company will provide pregnancy leave and parental leave in accordance with the Employment Standards Act.

11:09 - Other Employment

Any employee accepting other employment while on leave of absence, unless with the prior consent of the Company, may be subject to immediate dismissal.

11:10 - Bereavement Pay

An employee who has completed his/her probationary period as defined in Article 10:01 of this Agreement, and is actively employed, and who suffers the loss of a member of his/her immediate family, that is: his/her spouse, his/her children, his/her brothers or sisters, his/her parents or parents-in-law, his/her grandparents or grandchildren, will be granted three (3) days (a total of twenty four hours) leave of absence. Payment for such days will be made at the employee's day work rate of pay, provided that:

- (a) said days fall on scheduled work days, which the employee would otherwise have worked;
- (b) the three (3) consecutive work days shall include the day of the funeral. If the funeral is on a Saturday or Sunday, the nearest work day shall qualify as the day of the funeral;

- (c) the employee makes application to the Human Resources Office for such leave;
- (d) once the Company has a request for Bereavement leave, the Company will notify the Union of the request;
- (e) one (1) day with pay will be granted to attend the funeral of a sister-in-law or brother-in-law.
- (f) for the purposes of this article, spouse shall be defined as including common-law spouse or same-sex partner.

11:11 - Jury Duty

Where an employee with seniority is called and serves on jury duty, or is called as a Crown Witness, (except in any proceeding against the Company), the Company will make up the difference between jury pay and the employee's regular hourly day work rate of pay, exclusive of shift premium, for such periods of jury duty as fall within the normal working day and week. Where an employee is on call for jury duty, and where not required to be present to fulfill such duties as are required, the employee will report for work in the usual manner. The employee will present proof of service and the amount of pay received.

ARTICLE 12 - BULLETIN BOARDS

12:01

The Company will provide bulletin boards in mutually satisfactory locations in the plant, for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper officer of the local Union and submitted to the Director, Human Resources, or his/her authorized representative, for approval before being posted.

ARTICLE 13 - HEALTH AND SAFETY

13:01 - Conditions of Employment

The Company will maintain adequate facilities throughout the plant, provide proper safety devices, and give proper attention to the elimination of any conditions of employment which are a hazard to the safety of the employees.

13:02 - Recommendations

The Company is willing, at all times, to receive and consider all constructive complaints, suggestions, or recommendations with reference to matters affecting safety, sanitation and health. Upon request, the Company will meet with the Union Executive, at intervals of three (3) months to discuss such matters.

13:03 - Injury

When an employee is injured on Company premises and requires medical attention, he/she shall be paid for the full shift at his/her day work rate, plus any applicable shift differential, if he/she is unable to complete his/her shift. He/she shall also be provided with transportation to his/her place of residence or place of further medical aid when required.

13:04 - Workplace Safety and Insurance Board

It is not the intent of the above provisions to make the Company responsible for the payment of such time and transportation which is compensated by the Workplace Safety and Insurance Board.

13:05 - Instruction and Acknowledgement

All new employees shall be instructed in health and safety by the Human Resources Department, and a signed acknowledgement will be given to the Certified Health and Safety Representative.

The Company will maintain a Joint Health and Safety Committee made up of (6) people and this shall be done equally with the Union choosing the employees' side. Meetings will be once every two (2) months with safety audits done once a month and the time spent doing this will be as time worked.

13:06 - Report of Claims

The Company agrees that it will provide the Certified Health and Safety Representative with a report of claims reported to the Workplace Safety and Insurance Board.

13:07 - Accident Investigation

The Company agrees that the Certified Health and Safety Representative will be allowed to investigate jointly all work related accidents. He/she will also be provided with a copy of the air monitoring results, and with material safety data sheets on all chemicals used in the factory.

ARTICLE 14 - DAYWORK STANDARDS

14:01 - Daywork Standards and Efficiency

Daywork standards are established to cover work performed on any job in such a way that an average, experienced employee of average skill and ability, working with standard material and equipment, under normal conditions and in accordance with safe working procedures, shall have the opportunity to produce industry acceptable quality products at an efficiency of not less than 100%.

14:02 - Changes to Standards

Daywork standards, when established, shall remain unchanged, except where there has been a change in the method, materials, tools, equipment or inspection standards. Such a change must affect the daywork standard by at least 5%.

14:03 - Rate of Pay for Job Performed

The class of work or job being done governs the rate paid, and not the rate of the employee doing the work, except if at the request of Management, an employee is asked to do a job paying a lower hourly rate than the employee's own hourly rate, and there is still plenty of work scheduled for all employees in the classification in which that employee has been continuously employed. Then he/she shall be paid his/her own hourly rate.

ARTICLE 15 - HOURS OF WORK AND WAGE RATES

15:01 - Work Not Guaranteed

The Company does not guarantee to provide work for any employee for regularly assigned hours, or for any other hours.

15:02 - Buzzer

Employees must continue at their work until the buzzer sounds for stopping times, (or as scheduled).

15:03 - Normal Work Week

The normal work week will consist of eight (8) hours per day, Monday through Friday.

15:04 - Work Schedules

Work schedules will be posted in the departments, and any changes in the normal work schedules will be posted not later than 3:00 p.m. Thursday afternoon of the previous week.

15:05 - Overtime Premiums

Hours worked in **excess** of eight (8) hours in and one (1) shift, Monday through Friday, will be paid at time and one half (1-1/2) the daywork rate of pay.

15:06

All work performed on Saturday shall be paid at time and one half (1-1/2) the daywork rate of pay, and all work performed on Sunday shall be paid at two (2) times the daywork rate of pay. It is understood that this provision shall not apply to Stationary Engineers and to those employees whose scheduled shifts may start after 12:00 noon on a Sunday prior to a holiday, or as a regularly scheduled third shift, or end after 12:00 midnight Friday, or after 12:00 midnight on the eve of a holiday (Christmas and New Year's Day excepted), and in such cases, overtime shall be paid for hours worked in excess of scheduled hours of work.

15:07 - Overtime

Notice of overtime shall be given as far in advance as is practical. Opportunities for overtime work shall be distributed as equitably as possible among those normally performing the work.

The Company shall have the right to schedule overtime when, in its discretion, same is required. In the case of any individual employee, the Company will consider any reasonable request to be excused from overtime work, on any particular occasion, for valid reasons.

15:08 - Shift Premium

Any shift starting 12:01 p.m. or after is a second shift and any shift starting 8:01 p.m. or after is a third shift. A shift premium will be paid for all hours worked, on the following basis:

Effective August 16, 2006		Effective August 16, 2007	
2nd shift	\$ 0.70	2nd shift	\$ 0.75
3rd shift	\$ 0.75	3rd shift	\$ 0.80

These premiums shall be paid for only for actual hours worked.

15:09

(a) Lunch Periods

On three-shift operations, an employee shall normally have a twenty minute lunch period, paid for by the Company, at his/her daywork rate of pay.

On one and two shift operations, an employee shall normally have a thirty minute unpaid lunch period.

An employee's lunch period shall not begin until three (3) hours after the start of his/her scheduled shift nor end later than three (3) hours before the end of his/her scheduled shift, and no more than five (5) consecutive hours will be worked without a lunch break.

(b) Coffee Breaks

A coffee break of fifteen (15) minutes duration will be provided in each half of an employee's regular shift. These periods will be scheduled by the Company, and may be staggered.

15:10 - Shift Rotation

Subject to the Company being able to maintain a satisfactory working force, all regular employees on a two shift or three shift operation shall normally be required to rotate on a weekly basis, except where the Company posts for a permanent position with a specific afternoon or midnight shift.

Subject to the Company being able to maintain a satisfactory work force, the Unit President shall remain on the first, or day shift, except in an emergency.

Probationary or an employee training may remain for not more than four weeks, on any one shift, or rotate as necessary.

15:11 - Reporting Allowance

When an employee reports for work for his/her regular shift and there is not regular work available, he/she shall be paid four hours

at his/her day work rate or, at the Company's option, he/she shall be offered four hours' employment of other work, at his/her day work rate.

An employee shall not be entitled to the four hours pay or employment if

- (a) the lack of work is due to circumstances arising through any breakdown of machinery or failure of power or other cause beyond the Company's control, or,
- (b) the employee has been notified by the Company not to report for work at least four hours before his/her starting time, or,
- (c) the employee has been absent from work and has not notified the Company of the date of his/her return to work.

An employee shall be deemed to have been notified if the Company has called and **left** a message at the telephone number recorded by him/her in the Human Resources Department, or has **left** a notification at his/her reported address.

Employees who are called in outside of their regularly scheduled hours will receive not **less** than three (3) hours' pay at the applicable straight time rate of pay or the applicable overtime rate of pay, whichever is greater.

15:12 - Equipment Breakdown

if, after the commencement of his/her shift, the Company cannot continue to provide work due to circumstances arising through any breakdown of machinery or failure of power or other cause beyond its control, the Company shall provide the employee with two hours' work or two hours' pay from the time of such breakdown or other cause, providing it occurred at least two hours prior to quitting times.

If no judgement is involved with a breakdown, the two working hours start from time of actual breakdown. If a management decision is required with a breakdown, supervision will discuss the circumstances of the breakdown with the Group Committee Person

and will notify *him/her* of the time of notification and start of the 2 hour breakdown period.

Recurrence of the same breakdown, providing it occurs within **the** 2 hour period, will not necessitate further notification.

If a further judgement breakdown occurs, after the 2 hour period, the same procedure as above will apply.

15:13 - Arriving late, leaving Early

An employee who comes late for work, or leaves early, will report their starting or quitting times so that payment will be made for hours worked only.

15:14 - Absence Reporting

If an employee finds *he/she* is unable to report for work because of sickness or other reasons, *he/she* will notify **the** Human Resources Department by telephone message prior to the starting time of his/her shift.

15:15 - Supervisory Personnel

Under normal conditions, supervisors and those above the rank of supervisor shall not perform the physical or manual production work for which hourly-rated employees are available and capable.

15:16 - Schedule of Wage Rates and Job Classifications

A schedule of wage rates and job classifications is attached hereto and is part of this agreement.

ARTICLE 16 - PAID HOLIDAYS

16:01

Subject to the following clauses, an employee with seniority will be granted a holiday with pay for each of the following thirteen **(13)** holidays at a sum equivalent to his day work rate of pay for eight **(8)**

hours. The holidays will be:

New Year's Day	Labour Day
Heritage Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Plus three floating days
Civic Holiday	

Heritage Day will be observed on the third Monday in February or as decreed by the Government.

16:02

The Company will schedule the three (3) floating holidays over the Christmas, New Year's holiday period.

16:03

With the exception of the Christmas, New Year's holiday period, when a holiday falls on a day other than a Friday or a Monday, it shall be deemed, at the discretion of the Company, to have fallen on a Friday or a Monday. Employees required to work shall be paid at the rate of time and one half (1-1/2) their day work rate, in addition to receiving holiday pay.

16:04

To qualify for holiday pay, an employee must have worked a full scheduled shift prior to, and his/her first full scheduled shift after the holiday. If an employee reports to the attention of the Director, Human Resources, that he/she was unavoidably absent on a holiday, he/she shall be paid for that holiday. An employee will not qualify for holiday pay if he/she is absent for any cause, for more working days prior to a holiday, or fewer or more working days prior to New Year's Day.

ARTICLE 17 - VACATION WITH PAY

17:01

The Company has the **sole** discretion to close down all or part of its operation for vacation purposes, at any time convenient to the Company. If there is a plant shutdown, those employees required to work shall be given their vacation at another time.

17:02

Subject to the approval of the Company, employees will specify their choice of vacation periods, and preference will be given to employees within each department in accordance with seniority.

Vacation preferences will continue to be allocated in up to 2 week blocks by seniority. **All** vacation requests must be submitted by March 1st.

17:03

All vacation accrual credits will be determined from July 1st through June 30th of each year.

Subject to the approval of the Company, employees may take their annual vacation four (4) months prior to June 30 and eight (8) months after July 1 of the current vacation year. Vacations taken early cannot exceed accrued credits to date.

17:04

The vacation plan shall be as follows:

- (1) Employees with **less** than twelve month's service will be paid 4% of total earnings for the period ended June 30th.
- (2) Employees with twelve months' service shall receive two weeks' vacation, paid at the rate of four percent (4%) of total earnings for the 12 month period ending June 30th.
- (3) Employees with five years' service shall receive three weeks'

vacation, paid at the rate of six percent (6%) of total earnings for the 12 month period ending June 30th.

- (4) Employees with fifteen years' service shall receive four weeks' vacation, paid at the rate of eight percent (8%) of total earnings for the 12 month period ending June 30th.
- (5) Employees with twenty-three or more years' service shall receive five weeks' vacation, paid at the rate of ten percent (10%) of total earnings for the 12 month period ending June 30th.

17:05

The definition of total earnings will include money earned in the previous vacation year, including holiday pay and the previous year's vacation pay. All deductions normally made from an employee's regular pay shall be deducted from vacation pay.

17:06

After an employee receives approval of vacation dates, he/she will complete a Request for Vacation Cheque form, at least seven calendar days prior to his/her last scheduled work day prior to the vacation. Payment will be made on the last day worked.

Requests for Vacation Cheques to be issued will be for periods of not less than one week's duration and not more than that to which employees are entitled to receive in the current vacation year.

For those employees who desire to use single vacation days, the single vacation day's pay will be included on the employee's regular pay in the regular pay period.

17:07

An employee who has ceased to be employed or has been laid off by the Company before receiving his/her vacation pursuant to the provisions of This Article shall receive vacation pay in accordance with the provisions of the Employment Standards Act of Ontario.

17:08

If the Company elects to run the plant, or make necessary repairs or replacements during the vacation period, and requires the services of any of its employees not entitled to a full week's vacation with pay, then it may request those employees to work, and they will receive, in addition to their earned pay, a sum equal to four percent (4%) of the pay received by them prior to July 1st during the preceding 12 months' period.

17:09

Employees will not be allowed to waive their vacation payment or vacation, and have them accumulate from year to year.

17:10

If a Statutory Holiday falls in an employee's vacation period, he/she will be given one (1) extra day off by mutual agreement, which shall be either the Monday following or the Friday prior to the vacation period. The employee will notify the Company of his/her intent one (1) week prior to going on vacation.

ARTICLE 18 - LINE TEAM LEADER/AREA TEAM LEADER -Instruction

18:01

An employee, when working as a Line Team Leader shall receive his/her daywork rate of pay, any applicable shift premium and, in addition, a premium of \$0.60 cents per hour, effective immediately. An employee, when working as an Area Team Leader shall receive his/her daywork rate of pay, any applicable shift premium and, in addition, a premium of \$0.75 cents per hour, effective immediately.

No hourly rated employee will do a salaried employee's job, with the exception of Line Team Leaders/Area Team Leaders, who may perform their normal duties.

Notwithstanding the above, it is agreed that Line Team

Leaders/Area Team Leaders shall have no authority to hire, fire or discipline an employee.

ARTICLE 19 - MERIT INCREASE

19:01

Wage rates of employees in classifications with pay ranges will be reviewed by the supervisor concerned every six (6) months, and adjustments made, so that an employee will reach the midpoint of the range of his/her classification within a period of twelve (12) months' employment in such classification.

Any adjustment made beyond the midpoint of the range of his/her classification will be on the basis of skill, ability and efficiency.

ARTICLE 20 - APPRENTICESHIP

20:01

The Company will conform to all requirements of the Apprenticeship and Tradesmen's Qualification Act, and regulations, and will establish an apprenticeship or training period in consultation with the local Industrial Training Consultant, Ministry of Colleges and Universities.

ARTICLE 21 - GENERAL

21:01 - Safety Boot Allowance

A safety boot allowance of up to \$105 per calendar year will be paid to all employees except for those employees working in assembly positions in Departments 17 and 25, payable upon presentation of receipt.

21:02 - : Te

Eligibility for this classification is restricted to those tradesmen who have successfully completed a program approved and recognized by the Company, and who have the necessary training and experience to prove same to the satisfaction of the Company.

21:03 - Personnel Records

Upon request, and at reasonable times, the individual employee shall be allowed to view his/her own personnel records (but not the Company doctor's records), but the material shall not be copied or removed from the Human Resources office. The Company shall have the sole and complete responsibility for maintaining such records, but if proved to be inaccurate, the Company shall make the appropriate correction.

21:04 - Technological Change

Technological change is defined as the automation of jobs, such that the majority of duties attached to a job either disappear or are changed substantially.

The parties acknowledge that the interest of the Company and the employees are best served if the Company improves its competitive position, where possible. It is the intent of the Company to keep the Union and employees informed of pending technological change which might affect employees.

Therefore, the Company will meet and discuss with the Union, as far in advance as is practicable in the circumstances, as to the probable effects of technological change.

ARTICLE 22 - BENEFIT PROGRAMS

22:01 - Coverages

The Company shall continue to provide the following insurance for the duration of this Agreement:

- the full premium cost of the existing OHIP

- life insurance at one time employee's previous year's earnings, rounded to the next higher \$500;
- a non-occupational weekly indemnity plan on the basis of first day of accident, first day of hospitalization, fourth day of illness, for a maximum of 26 weeks upon satisfactory submission of medical documentation. Pension, E.I., and C.P.P. deductions will be made from weekly indemnity. These payments will be included in total earnings when calculating vacation pay. The amounts is 65% of 40 hours pay at the employee's standard hourly rate effective August 15, 2002 and 66 2/3% effective January 1, 2003.
- vision care (family plan) \$200/24 months effective August 16, 2006, \$215/24 months effective August 16, 2007.
- massage therapy (licensed)
- major medical insurance on a 90/10 basis after a yearly deductible of \$10 single and \$20 family, which includes coverage for semi-private room and prescription drugs.
- drug card
- the revised pension plan, effective January 1, 1990 for active employees as of August 15, 1989.
- dental insurance with premiums at 75% Company and 25% employee current ODA per year of this agreement, increasing to 80% Company and 20% employee current ODA effective August 15, 2004.
- paid up life insurance at time of retirement for 10 and 20 year seniority employees respectively per the following schedule:

January 1, 2002	January 1, 2003
\$1750 – 10 years	\$2000 – 10 years
\$2250 – 20 years	\$2500 – 20 years

- early retirement benefit:
Employees 60 years of age or older with a minimum of 25 years service **will be provided** with the following benefits:

effective date of early retirement and concluding on their 65th birthday:

- major medical
- vision care
- drug card

22:02 - Layoff

The Company shall continue to pay the premium for all insured benefits for the month following the month of layoff.

22:03 - Carrier Changes

The Company reserves the right to change carriers of the above plans at any time, provided that the changes do not reduce the negotiated benefits

ARTICLE 23 - C.O.L.A.

23:01

- a) The parties agree **that the C.O.L.A.** language and Article 23 will not be observed during the term of this Collective Agreement.
- b) Any C.O.L.A. float and any new C.O.L.A. payment which might be generated in the **last two (2)** years of this Agreement will be paid on the basis of all hours worked and will not be rolled into the base rates, except that the present C.O.L.A. float of \$.65 will be rolled into the base rates on the first day following ratification of this Agreement.

23:02

Beginning with the base figure of **the July 31, 1990 C.P.I.**, this C.O.L.A. will become activated and will run up to July 31, 1992.

23:03

The beginning payment, if any, will be .375 C.P.I. increase equals a **one** cent (\$.01) per hour increase according to the 1071 = 100 scale. The first payment will commence on October 31, 1990 and will be adjusted quarterly thereafter up to July 31, 1992.

23:04

No further increase in C.O.L.A. will accrue after July 31, 1992. The parties agree that the C.O.L.A. language and Article 23 will not be operative during the term of this Collective Agreement.

23:05

The maximum amount of any C.O.L.A. money that will be paid in the last two (2) years of this Agreement will be \$1.20.

ARTICLE 24 - DURATION**24:01**

This Agreement shall continue in effect until the 15th day of August 2008, and unless either party gives notice in writing to the other that amendments are required, or that the other party intends terminating the Agreement, then it shall continue in effect until the 15th day of August, 2009, and so on, from year to year thereafter. Notice that amendments are required or that either party intends to terminate the Agreement may only be given with a period of not **less** than thirty (30) days and not more than ninety (90) days prior to the 15th day of August 2008, or any such anniversary date thereafter.

24:02

The parties hereto agree to meet for the purpose of negotiations **within 10** days after the giving of such notice and, if ~~as~~ a result of such negotiations, the parties fail to negotiate a new Agreement or modification of the present Agreement, prior to the 15th day of August following such notice, then this Agreement shall terminate on the 15th day of August, 2008.

Wages

Basic wage rates will be increased by 2.5% August 16, 2005, 2.5% August 16, 2006, 2.5% August 16, 2007.

New Hires

All employees hired after receipt of written notice of ratification will be paid at a rate which is \$3.00 per hour less than the wage rate listed in the Wage Classifications Appendix, for the first 12 months of employment. This will not apply to employees hired into Job Groups 3 & 4. New employees will not be eligible for merit increases under the terms of the Collective Agreement. All other provisions of the Collective Agreement shall apply to new employees.

LETTERS OF UNDERSTANDING

Humanity Fund - Effective August 16, 1994

The Company will deduct \$1 per week from the pay of each employee who so authorizes in writing and remit same, together with a matching Company contribution of \$1 per week to the U.S.W. Humanity Fund. The maximum **deduction/contribution** shall be \$20 per employee per calendar year. An employee's authorization shall not be revocable for one (1) year.

Pay Equity

In light of the gender neutral job evaluation system introduced by the Company and in recognition of the description of establishment female job class, and male job class, the Union and the Company

agree that they have fully complied with all their obligations under the Pay Equity Act and the wage schedule as set out in the Memorandum of Settlement dated October 1, 1992, shall **be** deemed to fulfill the requirements of posting a pay equity plan under the Pay Equity Act. It is agreed that an Arbitrator or Board of Arbitration will have no jurisdiction to entertain any grievance arising from the Pay Equity Plan as agreed to by the Union and the Company.

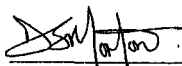
STUDENT RATE

The student rate for the life of this **agreement will be \$12.00** per hour exclusive of vacation pay.

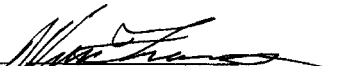
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives, this 2nd day of November, 2005.

FOR THE COMPANY

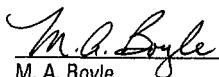
FOR THE UNION



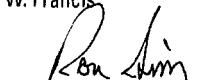
S. Morton



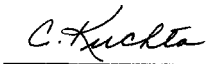
W. Francis



M. A. Boyle



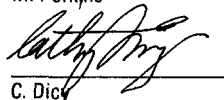
R. Sim



C. Kuchta



M. Perkins



C. Dicy

		<i>JOB GROUP #1</i>			
PAY CLASSIFICATION	JOB DESCRIPTION	PAY CLASS	HOURLY RATES EFFECTIVE		
			AUG 16/05	AUG. 16/06	AUG. 16/07
PRODUCTION OPERATORS		052	18.01	18.46	18.92
	RACK & UNRACK INSPECT & RACK ASSEMBLER MACHINE OPERATOR INST. ASSEMBLY GENERAL Q.A. SCREENER				
POLISH & TRAIN		060	18.19	18.64	19.11
		<i>JOB GROUP #2</i>			
PLATER GRADE 2		032	18.45	18.91	19.38

JOB GROUP #2

PAY CLASSIFICATION	JOB DESCRIPTION	PAY CLASS	HOURLY RATES EFFECTIVE		
			AUG 16/05	AUG. 16/06	AUG. 16/07
PRODUCTION OPERATOR GRADE 2	LABEL PRINTER SMALL MACHINE SET UP INSTITUTIONAL ASSEMBLY- ELECTRONICS LAB PAD PRINTING/BAGGING MACHINE CELL BENCH WORK BAG MACHINE STEM MACHINE	059	18.12	18.57	19.03
PRODUCTION OPERATOR GRADE 3	METAL POLISHER GR. 3 Q.A. REPAIR & SALVAGE TESTER PAD PRINTER HAND M/C OPERATOR GR. 3 SOLDER MATERIAL HANDLER PAINT BOOTH OPERATOR ELECTRONICS(1000, 2000, 3000T'S) LASER SET-UP & OPERATOR	061	18.36	18.82	19.29

43

Union Agreement 4300-9

WAGE CLASSIFICATIONS

JOE GROUP#2

PAY CLASSIFICATION	JOB DESCRIPTION	PAY CLASS	HOURLY RATES EFFECTIVE		
			AUG 16/05	AUG. 16/06	AUG. 16/07
SEMI-AUTOMATIC SET UP		063	19.00 - 19.45	19.48 - 19.94	19.97 - 20.44
AUTOMATICS& CNC TRAINING		070	18.00 - 19.50	18.45 - 19.99	18.91 - 20.49
SET UP	DISPLAY TECH SET UP & ASSEMBLE G.R. 3 SET UP ASSEMBLY SET UP INSTITUTIONAL SET UP BRAZING	073	18.94	19.41	19.90
FORK TRUCK DRIVER		239	18.56	19.02	19.50
WAREHOUSE OPERATOR	RECEIVER SHIPPER	301	18.56	19.02	19.50
CYCLE COUNTER		301	18.56	19.02	19.50

45
50

Delta Agreement 2005-8

JOB GROUP #2

PAY CLASSIFICATION	JOB DESCRIPTION	PAY CLASS	HOURLY RATES EFFECTIVE		
			AUG 16/05	AUG. 16/06	AUG. 16/07
EXPRESS SHIPPER		385	18.70	19.17	19.65
INSPECTOR AUDITOR		321	18.94	19.41	19.90
APPRENTICE					
	MTCE. TECHNICIAN	YEAR 1 350	19.39	19.88	20.38
	MTCE. TECHNICIAN	YEAR 2 350	20.00	20.50	21.02
	MTCE. TECHNICIAN	YEAR 3 350	20.60	21.12	21.65
	MTCE. TECHNICIAN	YEAR 4 350	21.82	22.37	22.92
	ELECTRICIAN	YEAR 1 350	19.67	20.16	20.66
	ELECTRICIAN	YEAR 2 350	20.29	20.80	21.32
	ELECTRICIAN	YEAR 3 350	21.39	21.92	22.47
	ELECTRICIAN	YEAR 4 350	22.13	22.68	23.25
TOOL ROOM TRAINEE		350	17.05	17.47	17.91

WAGE CLASSIFICATIONS

JOB GROUP #3

PAY CLASSIFICATION	JOB DESCRIPTION	PAY CLASS	HOURLY RATES EFFECTIVE		
			AUG 16/05	AUG. 16/06	AUG. 16/07
METAL POLISHER GR. 4		064	18.56 - 19.64	19.02 - 20.13	19.50 - 20.63
CNC SET UP & OPERATOR		065	20.22	20.73	21.25
ROBOTICS CELL OPERATOR		065	20.22	20.73	21.25
SET UP P.O. CELL		220	19.63	20.12	20.62
SET UP SECONDARY		220	19.63	20.12	20.62
INSPECTOR TECHNICIAN		320	20.69	21.21	21.74
CERTIFIED Q.A. ENGINEER		322	21.28	21.81	22.36
TOOL GRINDER GRADE 2		348	21.61	22.15	22.70

47
52

Delta Agreement 2005-8

PAY CLASSIFICATION	JOB DESCRIPTION	PAY CLASS	JOB GROUP #4		
			HOURLY RATES EFFECTIVE		
			AUG 16/05	AUG. 16/06	AUG. 16/07
SCREW MACHINE SET UP		072	21.78	22.32	22.88
CNC PROGRAMMEWSET-UOPERATOR		074	23.11	23.69	24.28
ELECTRICIAN GRADE 3		343	24.59	25.20	25.83
MAINTENANCE TECHNICIAN		347	24.24	24.85	25.47
TOOL ROOM MACHINIST		351	23.73	24.32	24.93
M O L ROOM GRINDER		351	23.73	24.32	24.93
TOOL & DIE MAKER		354	24.30	24.91	25.53
MACHINE BUILDER		357	25.65	26.29	26.95
MASTER ELECTRICIAN		357	25.65	26.29	26.95

WAGE CLASSIFICATIONS

GROUP BENEFIT PLAN

FOR HOURLY EMPLOYEES

RECEIVED
JUN 27 2006

OF

@DELTA

DELTA FAUCET CANADA

***A Family
Security Plan
for the Employees of***

***Delta Faucet Canada - a
Division of Masco Canada Limited***

Hourly Employees

This information booklet has been prepared by Maritime Life to give you an informal summary of the main features of your group insurance program.

This booklet is not an insurance policy, and does not grant or confer any contractual rights. All rights under this program shall be governed by the provisions of the Master Policy and by applicable law.

This booklet is for your reference. Please read it carefully and keep it for future use.

TABLE OF CONTENTS

	PAGE
ELIGIBILITY	1
SUMMARY OF BENEFITS	3
EMPLOYEE LIFE INSURANCE	6
ACCIDENTAL DEATH AND DISMEMBERMENT	8
SUPPLEMENTARY HEALTH EXPENSE	15
DENTAL EXPENSE BENEFIT	23
GENERAL PROVISIONS	30
WHEN YOUR INSURANCE STARTS	30
EVIDENCE OF INSURABILITY	30
WHEN YOUR INSURANCE TERMINATES	30
HOW TO CLAIM	32

ELIGIBILITY

The Plan Effective Date is February 1, 1995. The Plan Description outlined in this booklet contains **all** changes and/or additions to the plan up to and including January 1, 2003.

Full-time employees will become eligible for coverage following 60 worked days within a period of 6 consecutive months.

Employees who chose early retirement and are age 60 **or** over with at least 25 years **or** service are entitled to Supplementary Health coverage until attainment of age 65.

Upon retirement, paid up life policies are purchased in accordance with the employee's length of service with the company.

Please refer to the General Provisions section in the back of this booklet for further information, including
WHEN YOUR INSURANCE STARTS
WHEN YOUR INSURANCE TERMINATES
HOW TO CLAIM

SUMMARY OF BENEFITS

BASIC LIFE INSURANCE

You are eligible for an amount **of** insurance equal to **1** times your annual earnings. The benefit is rounded to the next higher \$500 if not already a multiple thereof and is subject to a maximum benefit of \$750,000.

At retirement a paid up life policy will be purchased for you in the amount of \$2,000 if you have been with the company **for 10** years and \$2,500 if you have been with the company **20** years.

No-Evidence Limit; \$500,000

Your basic insurance ceases at age 65 or earlier retirement.

ACCIDENTAL DEATH AND DISMEMBERMENT

You are eligible for an amount **of** insurance equal **to 1** times your annual earnings. The benefit is rounded to the next higher \$500 if not already a multiple thereof and is subject to a maximum benefit of \$500,000.

Accidental Death and Dismemberment coverage ceases when you reach age **70**, or earlier retirement.

SUMMARY OF BENEFITS

SUPPLEMENTARY HEALTH EXPENSE

- Deductibles** ▶ Single: \$10
 Family: \$20
Note: Vision Care is not subject to the deductible
- Dispensing Fee** ▶ ***\$6.50 per prescription***
- Coinsurance** ▶ **100%** for vision care, and **90%** of all other eligible expenses in excess of the deductible are paid by Maritime Life.
- Lifetime
Maximum** ▶ Unlimited

Semi-private hospital accommodations are covered.

Supplementary Health coverage ceases on the last day of the month following your retirement. If you retire prior to age 65, your coverage will continue until age 65.

SUMMARY OF BENEFITS

DENTAL

- Deductibles ▶ Nil
- Coinsurance ▶ 100% for Minor Services
50% for Major Services
50% for Orthodontics
- Fee Guide ▶ Benefits are paid in accordance with the General Practitioners' Fee Guide in effect in the province where you receive treatment on the date the treatment is rendered. Specialists' Fees are not covered. Please see the Dental Expense section for a list of eligible expenses.
- Maximum Benefit per Person: ▶ Minor Procedures: Unlimited
Major Procedures: \$2,000 per calendar year
Orthodontics: \$2,000 lifetime

Dental coverage ceases on the last day of the month following your retirement.

EMPLOYEE LIFE INSURANCE

In the event of your death while insured, the amount of your Life Insurance is payable to your beneficiary. You may change your beneficiary at any time by written notice to your Employer, subject to any policy or legal limitations.

WAIVER OF PREMIUM FOR DISABILITY

If you become totally disabled for 6 consecutive months before age 65 your Life Insurance will be continued free of charge until you cease to be totally disabled or you reach age 65, whichever occurs first. To qualify, you must be unable to work for compensation or profit or to engage in any business or occupation, and you must submit proof of your continuing disability as may be required by Maritime Life.

Note: In order to qualify for the Waiver of Premium benefit you must notify the Maritime Life Assurance Company of your disability within one (1) year of your last active day at work, and must furnish proof of your disability satisfactory to Maritime Life within 18 months of that last active working day.

CONVERSION PRIVILEGE

Your Life Insurance continues for 31 days following either the termination of your employment, or your classification changing to one in which you are not insured. During this 31 day period you may convert the amount of your Group Life Insurance, subject to a maximum amount of \$200,000 and provided you are under 66 years of age, to any individual whole life or convertible one-year term or term to age 65 plan without submitting evidence of health. The premium rate will be determined from your age and class of risk at the time of conversion.

If your group policy terminates and you have been continuously insured under it for at least 5 years, you have the same conversion privilege as above but the maximum amount of insurance you may convert shall be:

three times the Year's Maximum Pensionable Earnings
as established under the Canada Pension Plan
less
any amount you become eligible for under another
Group Policy within 31 days of the date of termination.

ACCIDENTAL DEATH AND DISMEMBERMENT

EMPLOYEE ACCIDENTAL DEATH BENEFIT

When injury results in any of the following losses within 365 days after the date of the accident, Maritime Life will pay:

Schedule of Benefits

<u>For Loss of</u>	<u>Percentage of The Principal Sum</u>
--------------------	--

Life	100%
Entire Sight of One Eye	66⅔%
Speech	66⅔%
Hearing in One Ear	33⅓%
All Toes of One Foot	25%

For Loss or Loss of Use of

One Arm	75%
One Leg	75%
One Hand	66⅔%
One Foot.. . . .	66⅔%
Thumb and Index Finger or at Least Four Fingers of One Hand	33⅓%

For Total Paralysis of

Both upper and Lower Limbs (Quadriplegia)	200%
Both Lower Limbs (Paraplegia)	200%
Upper and Lower Limbs of One Side of Body (Hemiplegia)	200%

"Principal Sum" means the amount of insurance indicated in the Summary of Benefits.

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

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

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

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

Indemnity provided under this section for all losses sustained **by** any one employee as the result of one accident shall not exceed the following:

- (a) The Principal Sum for all losses except quadriplegia, paraplegia and hemiplegia.
- (b) Two Times the Principal Sum, or the Principal Sum if **Loss of Life** occurs within 90 days after the date of the accident with respect to quadriplegia, paraplegia and hemiplegia.

NOTE:

For Voluntary Accidental Death & Dismemberment benefits, (employee, spouse & children) the dollar maximums specified for Repatriation, Occupational Training, Rehabilitation, Family Transportation, Hospital Indemnity and Education expenses are per the maximum benefit specified in the Summary of Insurance.

Exclusions

This plan does not cover any loss, fatal or non-fatal, caused or contributed to by:

- ▶ self-destruction or self-inflicted injury, whether the employee be sane or insane;
- ▶ declared or undeclared war or any act thereof;
- ▶ riding as a passenger or otherwise in any vehicle or device for aerial navigation other than as provided in the part entitled "AIRCRAFT COVERAGE";
- ▶ a period of hospitalization which is less than five days with respect to the "HOSPITAL INDEMNITY" benefit.
- ▶ committing, attempting, or provoking, an assault or criminal offence; or
- ▶ an accident which occurs while the employee is operating a motor vehicle or any other form of motorized transportation and the blood contains more than 80 milligrams of alcohol in 100 millilitres of blood (.08%).

On the next few pages are highlights of the other coverage provided to you and your family under this benefit. For more details and a complete description of the limitations applied to such coverage, please contact your plan administrator.

Aggregate Limit

\$5,000,000 per accident for all insured employees.

Waiver of Premium for Disability

If while insured for this coverage, you become disabled and qualify for Waiver of Premium under your life insurance coverage, Maritime Life will also waive the payment of your accidental death and dismemberment insurance premiums.

Your entitlement to Waiver of Premium Benefit ceases on the earlier of a) the date your Waiver of Premium for Life Insurance ceases, or b) the date the policy or this coverage terminates.

Aircraft Coverage

Coverage while riding as a passenger but not as a pilot, operator or member of the crew.

Exposure and Disappearance

Loss due to unavoidable exposure to the elements. **Loss** of life resulting from bodily injury caused by an accident at the time of a disappearance, sinking or wrecking.

Repatriation Benefit

Maritime Life will pay the reasonable and customary expenses incurred for the transportation of the body of the deceased employee to the first resting place (including but not limited to a funeral home or the place of internment) in proximity to the normal place of residence of the deceased, subject to a maximum of \$10,000.

Occupational Training Benefit
(applicable to employee coverage only)

In the event of your accidental death, Maritime Life will pay the reasonable and customary expenses incurred within three years following the date of the accident for a spouse who engages in a formal occupational training program in order to become specifically qualified for active employment in an occupation for which he/she would not otherwise have sufficient qualifications, subject to a maximum of **\$10,000**.

Rehabilitation Benefit
(applicable to employee coverage only)

In the event you sustain an accidental injury which results in a loss payable and such injury requires that you undergo special training in order to be qualified to engage in a special occupation in which you would not have engaged except for such injury, Maritime Life will pay the reasonable and customary expenses incurred for such training subject to a maximum of **\$10,000** for any one accident.

Family Transportation Benefit

In the event you sustain an accidental injury and are confined in a hospital located more than **150** kilometres from your normal place of residence, Maritime Life will pay the reasonable expenses incurred by all members of your immediate family for hotel accommodation in the vicinity of the hospital and transportation by the most direct route to the confined employee, subject to a maximum of **\$1,000**.

"Immediate family" means a person at least eighteen years of age who is the spouse, son, daughter, father, mother, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law or sister-in-law of the employee.

Seat Belt Benefit

In the event you sustain an accidental injury payable under this benefit, the amount of Principal Sum will be increased by 10% if, at the time of the accident, you were:

- (1) wearing a properly fastened seat belt; and
- (2) driving or riding in a vehicle driven by a driver who was neither intoxicated nor under the influence of drugs, unless taken as prescribed by a physician, at the time of the accident. Intoxication and being under the influence of drugs is as defined by the local jurisdiction where the accident occurred.

Hospital Indemnity

A daily benefit (1/30th of 1% of your Principal Sum, maximum of \$2,500 per month) will be payable if you are confined in a hospital for at least 5 days and under the care of a physician for an accidental injury payable under this benefit, subject to a maximum of 365 days per injury.

Education Benefit

(applicable to employee coverage only)

In the event of your accidental death, Maritime Life will pay the Education Benefit stated below for each of your dependent children who are enrolled as full-time students in an institution for higher learning within 365 days following date of death of the employee.

The Education Benefit is equal to the reasonable and customary expenses actually incurred, subject to the lesser of 5% of your Principal Sum or \$5,000, for each year the dependent child described above continues his education on a full-time basis in an institution for higher learning, but not to exceed 4 years, which must run consecutively, with respect to any one dependent child.

"Institution for higher learning" includes any university, college, CEGEP or trade school.

SUPPLEMENTARY HEALTH EXPENSE

(For You and Your Dependents)

In the event that you incur in a calendar year any of the Eligible Expenses listed below, you will be paid **100%** for vision care and **90%** of all other eligible expenses.

CASH DEDUCTIBLE

The Cash Deductible is that portion of the Eligible Expenses which you are required to pay in any year before you receive benefits. The Cash Deductible is **\$10** each calendar year per individual or **\$20** each calendar year per family. For drug expenses the maximum amount allowed for dispensing fees will be \$6.50 per prescription.

LIFETIME MAXIMUM BENEFIT

The total lifetime benefit payable in respect of you or your dependents is limited to the Lifetime Maximum Benefit specified in the Summary of Benefits.

ELIGIBLE EXPENSES

The following is a list of eligible expenses.

Preferred Accommodation in Canadian Hospitals

The difference between the charges made for ward and semi-private room and board in a licensed Canadian hospital.

Prescription Drug Expenses

Reasonable and customary charges for medically necessary drugs and medicines which are dispensed by a licensed pharmacist or physician and are prescribed by a physician for the treatment of an illness or injury.

Note: Smoking cessation aids which require a physician's prescription are limited to a lifetime maximum of a 3 months supply. Charges for fertility treatment is limited to a lifetime maximum of 6 cycles. If a brand name drug is purchased only the cost of the generic substitute will be reimbursed, unless the Doctor writes on the prescription "no substitution".

This benefit is subject to the restrictions outlined in the Master Policy.

Out of Province Expenses

Expenses incurred outside Canada are subject to a lifetime maximum benefit of \$1,000,000".

- * early retirees under age **65** are eligible for coverage, subject to a lifetime maximum of **\$50,000**

If, while travelling outside your province of residence, hospitalization or medical treatment is required due to emergency and nonelective reasons, the following expenses in excess of any provincial government plan allowance are covered, provided they are eligible for reimbursement in whole or in part by any provincial government plan.

1. reasonable and customary charges for ward accommodation for a maximum of 31 days;
2. reasonable and customary charges for the services of a physician;
3. reasonable and customary charges for hospital services and supplies furnished during hospitalization, and for x-ray examinations and laboratory tests related to medical treatment rendered without hospitalization.

The charges listed above are covered when referred by a physician for non-emergency treatment outside Canada, when treatment is unavailable in Canada and for which there is no medically sufficient alternate treatment available in Canada. Only charges which are in excess of any provincial government plan and eligible for reimbursement in whole or in part by any provincial medical plan are covered.

Note: The following restrictions apply to the coverage described above *for expenses incurred outside Canada for emergency treatment*:

- ▶ only persons under age 65 are eligible, except for employees who retire prior to age 65, may continue coverage until attainment of age 65;
- ▶ coverage is limited to the first 60 days of a trip (the 60 day period begins on the day a person leaves his/her province of residence);
- ▶ children attending school outside Canada are covered, subject to the travel limit; and
- ▶ coverage is not provided while you are on leave of absence.

Extended Health Expenses

1. Charges for licensed Convalescent Care Facility subject to a daily maximum benefit equal to the charge made for semi-private accommodation for not more than 120 days of confinement per disability; Confinement must begin before your 65th birthday;

Charges for accommodation in a licensed nursing home, subject to \$20 per day.

2. Charges for the services of a licensed speech therapist, clinical psychologist, osteopath, physiotherapist, chiropractor, naturopath, massage therapist or podiatrist up to a maximum benefit of \$250, in excess of the provincial plan, per specialty per calendar year per individual, in excess of the provincial plan, per calendar year per individual;

76

Charges for x-rays are covered up to a total maximum benefit of \$20 per calendar year for all specialties combined;

3. Charges for the services of a Registered Nurse (R.N.), licensed practical nurse, Registered Nursing Assistant (R.N.A.) or a member of the Victorian Order of Nurses (V.O.N.) which are rendered while the insured is not confined to a hospital subject to an overall maximum benefit of \$15,000 per calendar year provided such nurse is not a resident in your home or a relative of your family. These charges will be considered eligible expenses only if recommended by a physician and only if medically necessary;
4. Charges for rental (or, at Maritime Life's option, purchase) of durable medical or surgical equipment required for therapeutic purposes and as approved by Maritime Life;
5. Charges for rental (or, at Maritime Life's option, purchase) of braces and crutches and the purchase of prostheses;
6. Charges for professional ambulance service, other than airline, to and from the nearest hospital qualified to provide the necessary treatment.

Emergency transportation by airline to and from the nearest hospital qualified to provide the necessary treatment. Such emergency transportation is subject to a maximum benefit equal to the economy airfare for the insured, and, if medically required, a medical attendant who is neither a resident in your home nor a relative of your family;

7. Charges for necessary dental treatment required as the result of an accidental injury to natural teeth provided the accident occurred while insured under this

coverage, subject to a maximum benefit of \$5,000 per accident. As determined by Maritime Life, only such charges directly related to such an accidental injury are considered a covered medical expense. The dental work must be completed within 12 months of the accident to be considered a covered medical expense;

8. Charges for orthopedic shoes and orthotics which have been specially designed and molded for the insured individual and are required to correct a diagnosed physical impairment. Such charges are limited to a maximum benefit of \$200 per shoe and an overall maximum benefit of \$400 in any calendar year;
9. Charges for laboratory tests and x-rays not covered by any provincial government plan, subject to a maximum benefit of \$500 per calendar year per individual;
10. Charges for purchase of hearing aids (excluding batteries), subject to a maximum benefit of \$400 per person in any 24 consecutive months.

Vision Care Expenses

Charges for vision care as follows:

1. Eye examinations performed by a qualified optometrist. The maximum benefit is \$50.00 in any period of 12 consecutive months;
2. Lenses and frames for eyeglasses or contact lenses not covered below, subject to a maximum benefit of \$155* per person in any period of 24 consecutive months;

* Effective January 1, 2003: \$170 / 24 months

* Effective January 1, 2004: \$185 / 24 months

3. Contact lenses prescribed for severe corneal astigmatism, severe corneal scarring, Keratoconus (conical cornea) or Aphakia, provided visual acuity cannot be improved to at least the 20/40 level by spectacle lenses, subject to a maximum benefit of \$200 in any period of 24 consecutive months.

EXCLUSIONS

The foregoing list of eligible expenses shall not include any of the following:

1. charges which are considered an insured service of any provincial government plan;
2. charges for general health examinations, and examinations required for use of third party;
3. charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment;
4. charges for medical treatment or surgical procedure by a physician other than as provided under Out of Province Expenses;
5. charges for transport or travel, other than as specifically provided under eligible expenses;
6. charges not specified in the foregoing list of eligible medical expenses;
7. charges for services or supplies which are furnished without the recommendation and approval of a physician acting within the scope of his license;
8. charges which are not medically necessary to the care and treatment of any existing or suspected injury, disease or pregnancy;

9. charges which are from an occupational injury **or** disease covered by any Workers' Compensation law **or** similar legislation;
10. charges which would not normally have been incurred but for the presence of this insurance or for which you are not legally obligated to pay;
11. charges which Maritime Life is not permitted, by any law or regulation, to cover;
12. charges for dental work where a third party is responsible for payment for such charges;
13. charges for bodily injury resulting directly or indirectly from war or act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind;
14. charges for services or supplies resulting from any intentionally self-inflicted wound;
15. charges for drugs, sera, injectable drugs or supplies which are not approved by Health and Welfare - Canada or are experimental or limited in use whether or not **so** approved;
16. charges for experimental medical procedures **or** treatment not approved by the Canadian Medical Association or the appropriate medical specialty society;
17. charges made by a physician for travel, broken appointments, communication costs, filling in of forms, or physician's supplies.

***EXTENDED COVERAGE FOR SUPPLEMENTARY
HEALTH EXPENSE***

Supplementary Health Expense coverage for dependents shall continue without premium payment following the death of the employee up to a maximum of 2 months from the date of death or to the date the policy or benefit terminates, whichever is earlier.

DENTAL EXPENSE BENEFIT

(For You and Your Dependents)

As the wording of this dental coverage is technically oriented The Maritime Life Assurance Company suggests you take this booklet with you when you visit your dentist.

In the event that you incur in a calendar year any of the eligible expenses listed below, you will be paid **100%** of Minor Services, **50%** of Major Services and **50%** of Orthodontic Expenses.

MAXIMUM BENEFIT

The total benefits payable are subject to the maximums specified in the Summary of Benefits.

EXTENSION OF BENEFITS

No benefits for Eligible Expenses will be paid for claims incurred after the termination of the Master Policy or after your insurance under this coverage ceases.

DENTAL CLAIM FORM REQUIRED

No payment will be made unless a Dental Claim Form, satisfactory to Maritime Life, is submitted to a claim office of Maritime Life.

ALTERNATE BENEFITS

Where there exists more than one customarily employed and professionally adequate method of treating injury or disease to the teeth, Maritime Life reserves the right to determine eligible expenses on the basis of an alternate benefit.

SUBMISSION OF TREATMENT PLAN

As a service to you, The Maritime Life Assurance Company will advise you in advance of the amount of its liability when a proposed course of treatment includes major restorative dentistry or orthodontics. To use this service, simply have your dentist complete a treatment plan on forms available from your employer, including pretreatment x-rays if the proposed treatment involves crowns or bridgework.

ELIGIBLE EXPENSES

Charges for the following supplies and services are considered Eligible Expenses if they do not exceed the Fee Guide described in the Summary of Benefits. Further details may be found in the Master Policy.

MINOR SERVICES

1. ***Diagnostics:*** Procedures required to assist the dentist in evaluating existing conditions and determining any further dental care which may be required subject to the following limitations:
 - (a) oral examinations: standard oral examination limited to once every 6 months, complete oral exam and diagnosis is covered only once every 2 years;
 - (b) x-rays: single diagnostic x-rays; complete series or equivalent once every 2 years;
 - (c) study casts: once per year;
 - (d) consultations.

2. ***Preventive Therapy:*** Procedures intended to eliminate or reduce the need for future dental treatment subject to the following limitations:
 - (a) scaling and polishing (prophylaxis) once every 6 months, topical fluoride;
 - (b) passive space maintainers, those that do not move the teeth, for dependent children only.

3. **Basic Restorative Dentistry:** The basic procedures used to restore the natural teeth to their normal functions by the use of silver amalgam, silicate, or synthetic restorations (fillings). In addition, sedative dressings are covered.
4. **Extractions:** Uncomplicated removal of teeth.
5. **Oral Surgery:** Routine oral surgical procedures as follows: surgical removal of impacted teeth, residual roots and associated post-operative care.
6. **Anaesthesia:** Anaesthesia where reasonably and customarily required in connection with other covered procedures.
7. **Repairs, Relining, and Rebasings of Dentures:** Repair or relining and rebasing of dentures (once every 3 years), including addition of new teeth, but not including the cost of dentures, their replacement or duplication.
8. **Endodontics:** Emergency endodontic procedures and conservative root canal therapy.
9. **Periodontics:**
 - (a) Adjunctive Services as follows: Scaling, Root planing, Acute infections, Occlusal Adjustment, Provisional splinting;
 - (b) Surgical Services as follows: gingival curettage, gingivoplasty, gingivectomy or osseous surgery;
 - (c) Special Periodontal Appliances.

MAJOR SERVICES

1. **Removable Prosthetic Devices:** The initial installation of partial or full dentures, subject to the **pre-existing** condition limitations on teeth missing, extracted or fractured prior to becoming insured.

Replacement of existing dentures is not covered except if:

- (a) The replacement is required because of extraction, loss or fracture of one or more sound natural teeth after the individual became insured under this plan or
- (b) The replacement is more than 12 months after the individual became insured under this coverage, and the existing dentures are at least 5 years old and no longer serviceable.

Replacement of lost or stolen dentures, the duplication of dentures and personalization or characterization of dentures is not covered.

2. **Extensive Restorative Dentistry:** Those procedures, including gold inlays, **onlays** and crowns, used to restore the natural teeth to their normal functions where the tooth, as a result of extensive caries or fracture, cannot be restored with a filling. When a tooth can be restored with silver amalgam, silicate or synthetic restorations, benefits will be determined based on the usual costs of such a restoration. Such procedures are subject to the **pre-existing** condition limitations on teeth missing, extracted, or fractured prior to becoming insured.
3. **Fixed Prosthetic Devices:** The initial installation of fixed prosthetic devices subject to the **pre-existing** condition limitations on teeth missing, extracted or fractured prior to becoming insured.

Recementing and replacement of the facing or veneer of the fixed prosthetic device.

The replacement of existing fixed prosthetic devices is not covered except if:

- (a) The replacement is required because of extraction, loss or fracture of one or more sound natural teeth after the individual became insured under this plan or
- (b) The replacement is more than 12 months after the individual became insured under this coverage, and the existing fixed prosthetic device is at least 5 years old and no longer serviceable.

ORTHODONTICS

(Only dependent children are covered for this benefit). The diagnosis or correction of teeth irregularities and malocclusion of jaws, by wire appliances, braces or other mechanical aids, commonly known as "straightening of the teeth". These include active space retainers, or orthodontic appliances, for the purpose of repositioning or moving of the teeth.

EXCLUSIONS AND LIMITATIONS

Payments will not be made for any dental procedure in respect of any injury or dental disease for which the employee or dependent was advised to receive treatment or for which treatment first began before the employee or dependent became insured for that dental procedure. Payments will not be made for any dental procedure in respect of teeth extracted, missing, or fractured before the employee or dependent became insured for that procedure except for appliance replacement as specifically stated under Eligible Expenses.

No benefit will be payable for the initial installation (or addition) of prosthetic devices unless such installation (or addition) is required primarily due to teeth that were missing, extracted or fractured after becoming insured under this plan for prosthetic devices.

No benefit is payable for the following:

1. Services or supplies that are primarily for cosmetic dentistry:
2. Services or supplies which are not furnished by a legally qualified dentist or **denturist** acting within the scope of his license;
3. Any charge for an injury resulting from war, riot, insurrection or participation in a criminal act:
4. Any miscellaneous charges such as counselling or instruction, travel, broken appointments, communication costs or filling in of forms;
5. Any charge resulting from any intentionally self-inflicted injury;
6. Any services covered in whole or in part by any government plan, services for which no charge is made, or services which the insurer is not permitted by law to cover;
7. Any charge for services which would not normally have been incurred, but for the presence of this insurance, or for which you are not required to pay;
8. Any hospital charges for board and room and related services and supplies;
9. Any dental examinations required by a third party;

10. Diagnostic procedures in connection with any benefit categories excluded as eligible expenses;
11. Services or supplies for implantology.

EXTENDED COVERAGE FOR DENTAL EXPENSE

Dental Expense coverage for dependents shall continue without premium payment following the death of the employee up to a maximum of 2 months from the date of death or to the date the policy or benefit terminates, whichever is earlier.

GENERAL PROVISIONS

WHEN YOUR INSURANCE STARTS

Your insurance comes into effect on the latest of the following dates if you are actively at work on that date.

- ▶ the date you become eligible;
- ▶ the date you apply; or
- ▶ if Evidence of Insurability is required the date it is approved by Maritime Life.

EVIDENCE OF INSURABILITY

Evidence of Insurability is required if:

- ▶ you apply for insurance more than 31 days after becoming eligible to apply;
- ▶ you reapply after your insurance has terminated due to non-payment of premium; or
- ▶ your amount of insurance exceeds or increases beyond the No-Evidence Limit.

WHEN YOUR INSURANCE TERMINATES

Your insurance terminates in the event of:

- ▶ non-payment of premium;
- ▶ a change in your classification to one not insured;
- ▶ termination of your employment;
- ▶ termination or amendment of the Master Policy;
- ▶ your commencing active duty in any armed forces;
- ▶ your retirement, or
- ▶ the age specified in the Summary of Benefits.

Note: In the event you are absent from work due to sickness, injury, layoff or leave of absence, your insurance coverages may continue for a period as outlined in the Master Policy, but only if the required premiums are paid. Coverage is not provided for Outside Canada coverage while you are on leave of absence.

COORDINATION OF BENEFITS

Payment of Supplementary Health and Dental benefits shall be coordinated so that benefits from all plans do not exceed 100% of the eligible claim. For this purpose, Maritime Life has a right to receive and release information on benefits and if necessary, collect any overpayments made by it.

ELIGIBLE DEPENDENTS

Eligible dependents under this policy shall include your spouse, and each of your unmarried children who are under age *25. Dependent children must be dependent on you for support and not employed at a regular full-time job.

*To be considered a dependent, a child age 22 to 24 inclusive must be a full time student at an accredited school, college, or university.

CHANGE IN AMOUNTS OF INSURANCE

A change in the amount of your insurance shall become effective on the date of change, if you are actively at work for that full scheduled working day, otherwise on the first day thereafter on which you are.

DEFINITIONS

- Earnings ▶ shall be your normal earnings which exclude overtime, bonus, incentive pay and automobile allowance.
- Full-time
Employee ▶ a permanent Employee who works a regularly scheduled work week of at least 30 hours.

DEFINITIONS (continued)

Part-time

- Employee ▶ an Employee who works a regularly scheduled work week of at least 20 hours.

Leave of Absence

- ▶ shall mean a period of time away from work mutually agreed to by you and your employer. In the case of maternity leave of absence, the leave shall begin and finish on dates agreed to by you and your employer or as required by Provincial or Federal law.

HOW TO CLAIM

When you have a claim you should contact your Employer who will supply you with the proper forms with instructions for completion.

In order to quickly process your claim, all claim forms should clearly indicate the following:

- ▶ your full name and address.
- ▶ the name of your Employer.
- ▶ your Social Insurance Number.
- ▶ your Group Policy Number is 901819.

For Prescription Drug Expenses:

The prescription drug benefit is administered by Maritime Life and claims are reimbursed by ESI Canada Inc., issuers of the Maritime Script Card. The card must be presented each time a claim is made at any pharmacy in Canada. The card cannot be used outside Canada and, if any drugs are required while outside Canada, or if there is a problem using the card at any pharmacy within Canada, those drugs should be purchased.

To arrange for payment for an eligible expense under this Policy, please contact your Benefits Administrator. The card is valuable and should be protected like a credit card. If it is lost or stolen you should report the fact to your Benefits Administrator. The card must be returned when your drug coverage terminates.

TIME LIMITATIONS

A claim for a waiver of premium benefit must be submitted within 12 months of the date disabled.

Claims for other benefits must be submitted within:

- ▶ 15 months of the date incurred;
- ▶ 90 days of the date an individual's coverage ends; or
- ▶ 90 days of the termination of a benefit or this policy; whichever is earliest.

8/3

The following additional benefits are provided by Delta Faucet Canada as a portion of your total compensation and benefits package.

DISABILITY BENEFITS

WEEKLY INDEMNITY

This benefit is self-insured, by Delta Faucet Canada to provide financial security for you and your family.

Should you be unable to work as a result of a non-occupational illness or injury not covered by Worker's Compensation and are under the care of a licensed physician, you may be eligible to receive disability income benefits on the following basis:

Limitations

The benefit is payable only for consecutive working days. Consecutive working days shall be as determined by the Company. Refer to your Collective Agreement for the current daily benefit rate.

Payment will commence from the first day of disability due to injury or hospitalization (including day surgeries performed in a medical or dental office) as directed by a licensed physician, or from the fourth day of disability due to illness. Payments continue for as long as you are disabled up to a maximum of **26** weeks.

You will become eligible for weekly indemnity benefits upon the completion of your probationary period. The benefits will terminate if you leave our employ, but if you are in receipt of weekly indemnity benefits prior to notice of layoff, you may continue to receive payments until your medical forms indicate you can return to work, or until the maximum period of **26** weeks expires, whichever occurs first.

Claims Procedure

To make a claim, simply request the appropriate claim form from your Plan Administrator. After completing the "Employee's Statement" have your doctor complete the "Physician's Statement", and return the forms to Health Services.

The Company reserves the right to require an independent medical examination at any time ~~if~~ it is deemed necessary to satisfactorily substantiate a claim.

Definition of Disability

Periods of absence due to the same cause, ~~and~~ separated by a return to work of less *than* one month, are ~~considered to be~~ the same period of disability.

Government Benefits

If at the time of your disability, our Weekly Indemnity benefits are less than Unemployment Insurance benefits, you may be eligible to apply to **UIC** for a **subsidy** benefit. You should request a Record of Employment from the Company upon becoming disabled.

If you ~~suffer~~ a ~~disability~~ ~~which~~ is severe, prolonged or ~~of~~ an indefinite nature, you may **qualify** for **disability** benefits under the Canada Pension Plan. Benefits commence in the fifth month ~~of~~ disability and continue so long as you remain totally disabled. Contact your **local** office of Health and **Welfare** Canada for further information.

ANNUAL VACATIONS AND PAID HOLIDAYS

All employees are **entitled** to a paid vacation ~~and~~ paid statutory holidays. The actual amount ~~of~~ vacation and number of holidays is **determined** both by length of service and statutory regulations. Your Collective Agreement **outlines** your entitlement in detail.

EDUCATIONAL ASSISTANCE PROGRAM

Delta Faucet Canada would like to encourage employees who wish to improve their personal education level. This is beneficial not only to personal career development, but also to Delta's needs for continuous improvement.

To assist and encourage selfdevelopment by employees, an educational refund plan has been established. This plan refunds a portion of the expenses to eligible employees for successfully completing approved educational courses on their own time.

Eligibility

All regular and part time employees are eligible to participate in this plan. To be eligible for refund, an employee must be on the active payroll at the time the refund is approved. Exceptions may be considered during periods of temporary layoff. Such refunds shall not duplicate educational aid, to which an employee may be eligible from any government agency.

See your Benefits Administrator for further details, or to make application for Educational Assistance.

EMPLOYEE ASSISTANCE PROGRAM

At Delta Faucet Canada, we feel that our people are our best asset. When an employee has a personal problem it can affect us all. It is the Company's intent to offer professional assistance to the employee when he/she experiences problems related to stress, substance abuse (alcohol and/or drugs), emotional distress, family troubles, or any other personal problem.

The Human Resources Department and your Union have access to professional resources within our community who can help. You can call on one or the other, or both of us to help with any personal problem you may have.

Confidentiality is assured. See your Benefits Administrator or Unit Chairperson for further information.

Plan designed by

Mercer Human Resource Consulting
One London Place
255 Queens Avenue, Suite 2130
London, Ontario
N6A 5R8

90



MaritimeLife