

COLLECTIVE AGREEMENT

BETWEEN:

**TIMBERJACK INC.
Manufacturing Facility
and**

**"GMP" GLASS, MOLDERS, POTTERY,
PLASTICS & ALLIED WORKERS
INTERNATIONAL UNION
LOCAL 446 WOODSTOCK, ONTARIO**

April 1, 2003 to March 31, 2006

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COLLECTIVE AGREEMENT

BETWEEN

TIMBERJACK INC., Manufacturing Facility,
Woodstock, Ontario, hereinafter
called "the Company"

OF THE FIRST PART

and

GLASS, MOLDERS, POTTERY, PLASTICS &
ALLIED WORKERS INTERNATIONAL UNION
Local 446, Woodstock, Ontario, hereinafter called
"the Union"

OF THE SECOND PART

Wherever the singular and masculine are used herein, they shall be construed as if the plural or feminine had been used where the context so requires and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby necessary had been made so long as no other change in meaning or intent results.

1 - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

2 - RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees save and except employees expressly excluded by the Ontario Labour Relations Act, office staff, drawing office staff, office janitors, outside service men, inspectors, foremen, and those above the rank of foreman.

3 - GENERAL CONDITIONS

3.01 Nothing in this Agreement shall be construed as a waiver of any right or obligation of the Company of any employee or of the Union under any present or future Federal or Provincial Law, unless such rights and obligations are specifically restricted by the terms of the present agreement.

3.02 The provision of this Agreement and its Schedules shall be read and construed together. Nevertheless, if any clause of this Agreement and its schedules or any part thereof becomes null and void because of the disposition of an order, decree or law of public order the other clauses of the Agreement shall not be affected by this nullity.

4 - NO STRIKE OR LOCK-OUT

4.01 The Company and the Union agree there shall be no strike or lock out during the effective life of this Agreement.

4.02 The references to "Strike" and "Lock-out" as used herein are agreed to have meanings as defined in the Ontario Labour Relations Act, and amendments thereto.

4.03 In addition to such recourse as provided by law, the Company may take any disciplinary measure which it deems appropriate against any participant in such "strike" as defined above. In such instance, any employee who believes he/she has cause for complaint following any disciplinary measure taken against him/her by the Company, may submit his/her case for investigation and settlement in accordance with the grievance procedure.

5 - NO DISCRIMINATION

5.01 The Company and the Union agree there will be no discrimination or harassment against any employee which would be prohibited by the Ontario Human Rights Code or for reason of affiliation or non-affiliation with the Union.

5.02 In matters surrounding harassment and discrimination the employee shall be offered the right to Union representation when meeting with the Company.

6 - ANNULMENT OF PRECEDING AGREEMENTS

6.01 This Agreement annuls the preceding Collective Agreement. It also annuls any other agreements between the Union and the Company which involved Collective Agreement language which was changed in the new Agreement. It is binding between the

parties and puts an end to all negotiations during the life of the Agreement, unless agreed otherwise by the parties from time to time.

7 - MANAGEMENT RIGHTS

7.01 Subject only to the restrictions contained in this Agreement, the Union recognizes that the customary functions of Management are vested in the Company and that these functions include, but are not limited to:

7.02 The right to manage the plant and to direct its operations;

7.03 The right to limit, change, suspend, or cease operations in whole or in part;

7.04 The right to hire, classify and direct the workforce.

7.05 The right to decide and apply decision in matters of discipline, demotion, suspension, and discharge for cause subject to the grievance procedure; as well as on the matter of requirements of a job such as job content, classification, labour standards and the qualifications of employees.

7.06 Generally to 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.

7.07 The Company agrees that the exercise of functions under paragraph 7.01 of this Article will not be inconsistent with the provisions of this Agreement. Any employee affected by the exercising of this authority, who feels that he/she has cause for dissatisfaction, may have his/her complaint dealt with in accordance with the grievance procedure as outlined in the Agreement.

7.08 The Company agrees to notify the Union thirty (30) days prior to the introduction of new rules or policies, unless such policies or rules are necessary due to legislated requirements, or as the result of a safety requirement.

8 - UNION REPRESENTATION

8.01 a) The Company will recognize as authorized representatives of the Union, the Union Committee as outlined in 8.03, Certified Health and Safety Committee Chairperson, W.S.I.B. Chairperson, Local Union President (if an employee of the Company).

b) The representatives must all be regular employees of the Company and have active status on the Seniority List.

8.02 The Union will notify the Company in writing of the names of their representatives. Changes may be made by delivery to Human Resources of amended lists.

8.03 The Union Committee shall have five (5) members and shall consist of the Plant Chairperson and Vice Chairperson as permanent members and three (3) employees as Committee Persons.

8.04 The representatives of the Union who are employees of the Company shall be free to discharge their duties laid down in the clauses of this Agreement without fear that their individual relations may be affected in any way by any action taken by them in conformity with the clauses of this Agreement.

8.05 The prerogatives of the authorized Union Committee, as outlined in 8.03 will comprise:

- a) The right to accompany any employee in the presentation of a grievance as outlined in the grievance procedure of this agreement.
- b) The right to present the grievance of an employee on lay-off or other regular employee who, for reasons beyond his/her control, would be unable to present his/her grievance in person; as outlined in the grievance procedure.
- c) The right to present a group grievance in conformity with the provisions of the said Article as well as policy grievances commencing at Step 2 of the grievance procedure.

8.06 The Union Committee as outlined in 8.03 and the W.S.I.B. Chairperson or their delegate in their absence, shall have the right after having obtained the permission as outlined in Section 8.08 to meet with any supervisor or the Human Resources Manager or their delegates in order to discuss common problems of the Union, its' members, or the Company.

8.07 The right to attend meetings of such committees as may from time to time be established by mutual agreement of the parties.

8.08 Union representatives shall not leave their department, or enter another department, without having previously obtained permission from the Departmental Supervisor or his/her delegate, specifying the reason for the request. The Supervisor or his/her delegate shall not unreasonably delay granting such permission.

8.09 When the representatives are absent from their work during their regular working hours for the purpose of activities, outlined in this clause, within the plant, the Company will pay them the wages which they would normally have earned during their regularly scheduled hours of work. However, none of the representatives of the Union, or any other

employee will be paid for time spent at meetings or other activities outside the plant including the arbitration stage of a grievance.

8.10 Any staff Officer of the International Union shall be allowed to enter the plant for the purpose of discussion with the local Union Representatives, providing permission is obtained from the Human Resources Manager, or his/her delegate.

8.11 Any employee or group of employees have the right to representation by the Plant Chairperson, Vice Chairperson or Committee Person.

8.12 In the event the Plant Chairperson, Vice Chairperson or the Local Union President is on other than casual absence, the Union shall be entitled to substitute with any member upon prior notice to the Human Resources Manager, or his/her delegate.

NEGOTIATING COMMITTEE

8.13 For the purpose of negotiating subsequent agreements, the Company will recognize the Union Committee as established in 8.03. The Company will pay all members of this committee eight (8) hours at straight time for each day spent in such negotiations, including the conciliation stage.

8.14 The Union Committee and the Officers (President, Vice-President, Secretary-Treasurer, Recording Secretary) of the Local, if employed by the Company, will be granted top seniority rights for purposes of lay-offs and recalls first by classification and department, then plant wide, during their term of office.

8.15 The Local Union President, if an employee of the Company, Certified Health and Safety Committee Chairperson, W.S.I.B. Chairperson, and Union Committee shall remain on the day shift provided there is work available for which they are qualified.

8.16 Union representatives will not be assigned on a regular basis to jobs that would prevent their exercising their functions as Union representatives.

8.17 The Company will grant reasonable time off without pay, from the 2nd and 3rd shifts to any Health & Safety Representative, or member of the local Executive Board who desires to attend the monthly meeting of the local Union and the monthly Unit Meeting of the Plant, provided they have advised the company in writing at least 1 week prior to the meeting that they will be attending.

8.18 The Company is to provide a telephone in the Union office for local calls at no charge to the Union. Operator-assisted long distance calls at no charge to the Company.

9 - UNION DUES

9.01 As a condition of employment, each employee covered by this agreement shall become and remain a member of the Union in good standing.

9.02 The Company shall deduct from the earnings of each employee Union Dues to the amounts submitted by the Union.

9.03 The Company will make such deductions when the amount of these deductions is available from the employee's earnings, each month, with a maximum of twelve (12) deductions in each year, and will be forwarded to the Union within fifteen days of the date on which they have been deducted.

9.04 The Union shall notify the Company at least thirty (30) calendar days in advance of any change in Union Dues, by forwarding to the Company such change which shall be duly signed by an authorized representative of the Union.

9.05 It is understood and agreed that the Union will indemnify the Company and save it harmless from any and all claims which may be made by any employee or employees against the Company arising from this Article.

9.06 The Company on request from the Financial Secretary of the Local Union will deduct further initiation fees from those employees so designated by the Financial Secretary who have gone suspended through lack of dues payment during a period of sickness, or layoff.

10 - GRIEVANCE PROCEDURE

10.01 Any employee including an employee on layoff who believes he/she has cause for complaint or grievance may present his/her case for investigation and settlement by following the procedures outlined below.

10.02 No employee will suffer any prejudice for presenting a grievance in accordance with the procedures outlined below.

10.03 The Company will provide the Union with updated lists of its factory supervisory personnel with position titles.

10.04

STEP I Any grievance which in the opinion of the employee involves a violation or misinterpretation of the clauses and/or working conditions set forth in this agreement must be brought to the attention of the employee's immediate Supervisor within five (5) working days of the event. The employee must first submit in person his/her grievance to his/her immediate Supervisor. The employee shall have the right to be accompanied by one of the Union Committee Persons. If the Supervisor is not able to settle the grievance through discussion between

herself/himself, the employee and the Union Committee Person, the grievance may be appealed to Step 2 within five (5) working days following the discussion with the Supervisor.

10.05

STEP II Within five (5) working days following the appeal, a meeting to discuss the grievance shall be held between the employee, the Union Committee Person and/or Union Chairperson, the Supervisor or delegate and a representative from Human Resources. Should the representative from Human Resources be unable to settle the grievance through discussion, the Union Committee Person or Union Chairperson may reduce the grievance to writing and present it to the representative from Human Resources within five (5) working days of the meeting. The grievance must contain a brief statement concerning the nature of the grievance and the remedy sought. Within five (5) working days of receiving the written grievance, the representative from Human Resources shall provide a written response. Should the response not settle the grievance, it may be appealed to Step 3 within five (5) working days following the receipt of the representative of Human Resources reply.

10.06

STEP III The Union Committee Chairperson may within five (5) working days following receipt of the representative from Human Resource's reply submit the grievance to the Human Resources Manager, or his/her delegate. Within five (5) days of submitting the grievance, the Human Resources Manager or his/her delegate shall meet with the Union Committee Chairperson to discuss the grievance. At this meeting, either party may include the presence of other members of Management, members of the Union Committee and/or the International Representative. The Human Resources Manager or his/her delegate will give his/her written answer within five (5) working days following the said meeting. If such written disposition does not settle the grievance, the grievance may be referred to arbitration.

10.07 Grievances not appealed from one step to another, including Arbitration within the specified time limits shall be considered dropped. Time limits may be extended by mutual agreement of the parties at each step.

10.08 A grievance involving two (2) or more employees may be presented by a Union Committee Person, provided he/she is accompanied by not more than two employees of the group involved and has a mandate signed by the employees affected who believe they have a grievance. The mandate, signed by the Union Chairperson or his/her delegate, shall be authorization to the Union Committee Person named therein to sign all written proceedings on behalf of the employees and to act on their behalf at the ensuing stages of the procedure.

10.09 An employee who is on lay-off, suspension, or discharge, may give a mandate in writing to the Union Chairperson or his/her delegate to present his/her grievance in his/her name and to follow all the steps of the grievance procedure without having to be present.

10.10 Probationary employees are entitled to participate in the grievance procedure except in matters of lay-off and discharge.

10.11 If the Company has a complaint that the Union or any member(s) have violated the provisions of this Agreement, the Company may submit a written complaint to the Union, and it will be processed in the same manner as a written grievance is processed by the Union. Complaints per this paragraph are initiated at Step II of the Grievance Procedure.

10.12 Any grievance which has not been settled in accordance with the relevant foregoing procedure may be referred to arbitration by the Company or by the Union by observing the conditions stipulated below:

10.13 The party submitting a grievance to arbitration shall within ten (10) working days following the completion of relevant grievance procedure, notify the other party in writing of such intention. The notice shall clearly identify the grievance concerned and contain three (3) names of proposed arbitrators.

10.14 Within ten (10) working days of receipt of such notice, the other party will give written acceptance of one of the arbitrators or, submit their proposed list. Failing agreement, the matter will be referred to the Minister of Labour for the Province of Ontario.

10.15 As soon as possible after the Arbitrator has been selected, he/she shall fix a date for the hearing and so advise the parties.

10.16 The Arbitrator shall upon completion of the hearings (consideration of written submissions, when requested by either party) and deliberation, render his/her decision in writing on the merits of the grievance.

10.17 The decision of the Arbitrator shall be final and binding upon the parties.

10.18 However, the Arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement.

10.19 No matter may be submitted to, or be maintained at arbitration which has not been properly carried through the grievance and arbitration procedure.

10.20 Each of the parties concerned shall pay an equal share of the fees and expenses of the Arbitrator.

11 - DISCHARGE - DISCIPLINE - WARNING

11.01 To ensure continuous and successful operation of the Plant, it may be necessary for Management to exercise discipline at any time, but any action taken by Management with respect to the issuing of suspensions or warnings, must be done within three (3) working days of the Company's knowledge of such action. All written warnings, suspensions or discharges will be issued to the employee in the presence of his/her Union Committee member. A copy of all disciplinary notices will be given to the Union Committee.

11.02 Verbal discipline or counselling documentation shall remain on the employee's record until the employee has accumulated a period of six (6) clear calendar months without further warning. Written discipline shall remain for six (6) clear calendar months and suspension shall remain for twelve (12) clear calendar months without further warning. In such an event, the employee's record shall be cleared, and such documentation returned to the Union. Only months in which the employee works the majority of the work days would be counted. Vacations and paid holidays will be considered as work days for the purpose of this Article.

11.03 A claim by an employee that he/she feels he/she has been unjustly suspended or discharged without reasonable cause shall be presented initially at Step 2 of the Grievance procedure within five (5) working days of such suspension or discharge.

11.04 An employee being sent home through a suspension or a discharge shall have the right to discuss the matter in private with his/her Committee Person whenever possible prior to such disciplinary action being taken.

12 – SENIORITY

12.01 A probationary employee shall be declared regular when he/she has accumulated 3 months worked since the date of his/her employment. The probationary period will be extended equal to full days missed. Upon completion of his/her probationary period, the employee shall be declared regular and his/her seniority will be dated from the date he/she commenced work with the Company and will accumulate thereafter. When more than one employee is hired to commence work on the same day, their position on the seniority list shall be based on the records of order of the job offer acceptance.

12.02 The Company shall maintain a seniority list of all employees and shall provide to the Plant Chairperson every 3 months. The Company shall advise the Plant Chairperson daily whenever possible of any additions, terminations, transfers, recalls or reclassifications affecting the status of employees covered by the bargaining unit, of hirings, terminations, recalls, and change of address. Such advice shall be in written form.

LOSS OF SENIORITY

12.03 An employee's seniority will be cancelled for any of the following reasons:

12.04 If he/she voluntarily quits his/her employment with the Company.

12.05 If he/she is discharged and is not reinstated voluntarily by the Company or by order of a board of arbitration.

12.06 If while on Lay-off he/she fails to return to work within five (5) working days from the date of receipt of a registered letter or telegram recalling him/her to work, provided however that the employee shall not lose his/her seniority if he/she submits reasonable justification in writing for being unable to return to work and provided such submission is received by the company within three (3) working days from the date of receipt of his/her recall notice. In this circumstance, the employee may request either an extra delay up to

ten (10) working days or the privilege of a second recall before the expiration of his/her recall rights. The Company shall grant such request wherever possible. Employees granted a second recall will be placed at the bottom of the recall list. If the recall is of a temporary nature, the employee will be so notified. If the employee elects to decline such a recall he/she will maintain his/her current position on the recall list, and not be placed at the bottom of the recall list.

12.07 If he/she overstays a leave of absence granted by the Company, without securing an extension of such leave from the Company in writing, unless his/her cause for not requesting such extension is through a justifiable reason.

12.08 If he/she is on layoff for a continuous period of:

- i) two years; if the employee had less than five (5) years seniority on the date of layoff.
- ii) three years; if the employee had five (5) years but less than ten (10) years seniority on the date of layoff.
- iii) five years; if the employee had more than ten (10) years seniority on the date of layoff,
- iv) six years, if an employee had more than 15 years seniority on date of layoff.

12.09 The Company may require from time to time a certificate of disability from the employee's attending physician.

12.10 If he/she is absent for five (5) consecutive working days without furnishing to Management a justifiable reason for being unable to be at work within the five (5) days; except that notice within five (5) days will be waived when the employee can clearly prove it was impossible to notify the Company.

12.11 Upon retirement under the pension plan.

LAYOFF AND RECALL PROCEDURE

12.12 In the event of a reduction in a classification for any reason, the following procedure will apply:

- a) Junior employee(s) in the classification(s) affected will be the first displaced on a departmental basis.
- b) Such displaced employees will then exercise their seniority throughout the Plant and displace the most junior employee in any job classification where they can meet all performance expectations within the specified time.
- c) Employees who have been displaced, and who have no opportunity to exercise their seniority per this Article, will be laid off from the workforce.

- 12.13** a) For purposes of layoff, an employee will be eligible to exercise his/her seniority if he/she qualifies through one of the following:
- i) has successfully held the job classification in the past three (3) years, or has been temporarily transferred to the job classification for a period of 60 working days in the last calendar year excluding above current grade 8.
 - ii) has successfully held the job classification at any time previously and demonstrates in a test, if the Company requires, that it is reasonable to believe that he/she will be able to meet all performance expectations within the specified time.
 - iii) has never held the job classification, but gives the Company reason to believe that he/she will be able to meet performance expectations. It is the responsibility of the employee to provide the Company with up-to-date information pertaining to education and experience relative to this clause. The Company will determine eligibility on the basis of the information available at the time the employee's eligibility is being considered. The Company may require a test to demonstrate that it is reasonable to believe

that the employee will be able to meet all performance expectations within the specified time.

12.13 b) For the purpose of recall it will be by seniority under the following procedure:

- A. Where there is a need to increase the number of employees in a classification, employees will be automatically recalled by that classification or if they are laid off, and qualify under 12:13(a). If a future opportunity exists for the employee to return to their home department, they will be offered this opportunity, but if declined, their current department becomes their home department.
- B. For vacancies remaining after A, above, the Company will provide an opportunity for employees to apply by putting a notice on the Bulletin board for two (2) days. The Company will award these positions under the terms of Article 20.03, 20.04, 20.05, 20.06 and 20.07, the same as a regular job posting.
- C. Where no suitable applicant can be found, the Company will be free to hire through its normal hiring procedure.

12.14 When an employee exercises his/her seniority in accordance with this Article, he/she will be entitled to receive normal introductory instructions and a period of adaptation not to exceed five (5) working days.

12.15 Where an employee has exercised his/her seniority and displaced a more junior employee, and subsequently proves unable to perform the job, such employee will be placed on another job by the Company per 12.13, seniority permitting.

- 12.16** a) In the case of layoffs due to a reduction in the workforce expected to last in excess of thirteen (13) weeks, notification will be given according to the Employment Standards Act.
- b) For layoffs of less than thirteen (13) weeks, the Union and those employees affected will receive five (5) working days notice.

12.17 When any layoff is necessitated by reason of a breakdown of plant machinery or equipment, or other cause beyond the control of the Company, such notice will be given as soon as possible prior to the layoff.

12.18 In the case of a reduction as contemplated in 12.16 (b), or 12.17, employees will be returned to the job classification they held at the time of such layoff.

- 12.19** a) Active employees laid off due to a reduction in the workforce owing to the permanent discontinuance of all or part of the manufacturing operations will be eligible for severance pay provided that they have a minimum of five (5) years' service.
- b) Severance pay is calculated as one week's pay per year of employment (no maximum). Partial years of service will be pro-rated.
- c) Employees may choose between retaining recall rights and receiving severance pay. If the choice is to receive severance pay, the employee loses all recall rights.
- d) Severance pay will be payable in one instalment within two (2) weeks after the Company has received written notice of forfeiture of seniority and recall rights.
- e) Entitlement and disentanglement will be per the minimum provisions of the Severance Pay section of the Employment Standards Act.

13 - SPECIAL CASES

13.01 The Company will endeavour wherever possible to find suitable employment in the plant for employees who have been permanently handicapped as a result of an accident sustained in the performance of their work, or as a result of an illness attributable to such work. Where lay-offs among the permanently handicapped is necessary, it shall be based on seniority among such persons. Both the Company and the Union will co-operate to place such an employee in a job which he/she is capable of performing.

13.02 Except in the case of a lay-off as contemplated in Article 12, employees will be able to obtain clearance during the shift from which they are to be laid-off. Clearance procedure may involve return of tools, safety equipment and completing the necessary personnel records; but not matters pertaining to pay.

13.03 It will be the responsibility of the employee to notify the Human Resources Department in writing by registered mail, or an initialled change on his/her personnel record, of any change of his/her address or status. Failure to so notify the Company will relieve the Company of any of its obligations, the accomplishments of which are dependent on such information.

13.04 An employee covered by the bargaining unit who accepts a job not covered by the bargaining unit, shall maintain his/her seniority up to the time of transfer for a 6 month period. On completion of that 6 month period, he/she shall forfeit all seniority rights within the bargaining unit.

13.05 An employee who has accepted a job not covered by the bargaining unit, and who subsequently wishes to return to the bargaining unit, within the 6 month period referred to in 13.04, may do so one time. In such an event, he/she shall be returned to an available

opening as close to, but not higher than, his/her original wage group and classification, provided he/she is able to perform the normal requirements of the job satisfactorily.

13.06 In the event that there are no available openings, such an employee will have the right to displace the most junior employee in the work force where the returning employee has the abilities to perform the normal requirements of the job satisfactorily, and providing the job is not of a higher wage group than that originally held by the returning employee.

14 - HOURS OF WORK

14.01 The regular work week will be made up of five(5) days, Monday to Friday inclusive, of eight (8) hours each.

14:02 In plant starting and stopping times will be as follows:

Day Shift

7:30 a.m. to 4:00 p.m. Monday to Friday

Afternoon Shift

4:00 p.m. to 2:30 a.m. Monday to Thursday, or

4:00 p.m. to 12:30 a.m. Monday to Friday

Second shift hours of work will be applied consistently across all departments.

Thirty (30) days notice shall be given for changes to hours of work on the Afternoon shift.

In continuous 3 shift operations normal hours shall be as follows:

Day Shift.....7:30 a.m. to 3:30 p.m.

Afternoon Shift.....3:30 p.m. to 11:30 p.m.

Night Shift.....11:30 p.m. to 7:30 a.m.

In the case of shift starting and stopping times the advancing or retarding of hours shall not exceed one half (1/2) hour.

The Union committee will be notified of any changes to shift start and stop times.

14.03 Notwithstanding the preceding clause the Company, with mutual agreement, may vary the starting and stopping times for certain operations to meet particular circumstances, but in any event the regular weekly hours shall not exceed 40.

14.04 However, neither this disposition nor any other disposition of this agreement shall be interpreted as a guarantee by the Company of a minimum work week of forty (40) hours.

14:05 When the level of operations and/or nature of the work requires additional work, the Company may, with prior notice given within the preceding work week, establish:

- a) Alternative shifts, or two shift operations, where employees alternate between the two shifts
- b) Rotating, or three shift operations, where employees rotate through each of three (3) shifts

14.06 Employees on alternate or rotating shifts per Article 14.05 will rotate equally through the shifts. The rotation will be every two (2) weeks. Therefore, employees, with the approval of their Supervisor, may switch their position in the rotation cycle with an agreeable employee, only once during the complete rotation cycle.

14.07 In the event that a holiday falls during the normal work week, employees on the ten (10) hour shift shall be given ten (10) hours off with pay.

14.08 Within each ten (10) hour shift, there shall be one (1) fifteen (15) minute paid rest period in the first half shift and one (1) ten (10) minute paid rest period in the second half shift.

14.09 Employees working on a rotating shift basis will be entitled to a lunch period of twenty (20) minutes which shall be paid for by the Company.

14.10 If an employee is required to work overtime after completing his/her regular shift, the Company will supply him/her with a lunch, provided the employee will be required to work three (3) or more hours and provided he/she has not been advised on the preceding day that he/she will be required to work.

SHIFT CHANGE

14.11 When an employee is required by the Company to change his/her shift, his/her first day of work on the new shift will be paid at overtime rates unless he/she has been notified of such change of shift at least twenty-four (24) hours prior to the reporting time of his/her new shift.

14.12 A premium will be paid for all hours worked on an off-shift.

- a) Effective April 1, 1997 the premium will be \$0.75 per hour.
- b) Employees may elect to work a steady off shift for a minimum of 6 weeks. The initiation and continuance of such arrangements are subject to the approval of the Company.

REST AND WASH UP

14.13 The Company shall grant a rest period of ten (10) minutes in the first half and ten (10) minutes in the second half of each shift. The Company shall provide for two five-minute wash-up periods. The first before the lunch break and the second prior to the end of the shift.

a) Painters shall receive an additional ten (10) minutes to clean up, for a total of fifteen (15) minutes wash-up at the end of the shift. In the event that technological changes are adopted by the Company in the painting process, then this additional wash-up time may be adjusted.

LATENESS

14.14 When late more than three minutes, an employee will be docked the total of his/her lost time, including the three minute grace period.

14.15 In order that the Company may properly maintain the necessary daily workforce, an employee shall notify the Company as soon as possible when he/she knows or has reason to believe that he/she will be late. An employee who is intending to be absent from his/her shift shall notify an appropriate Company representative prior to his/her shift starting time.

15 - LIMITATION OF WORK

15.01 Persons not in the Bargaining Unit will not perform any work in-house which is normally performed by members of the Bargaining Unit except:

- a) For purpose of instructing employees.
- b) In the case of tool proving and production difficulties and for educational purposes, provided there is a bargaining unit employee present.

15.02 Employees who are subject to lay off from employment as a result of outsourcing

of work shall be given forty (40) hours of in-house training on company time, in an Assembly Lab environment, and 5 days training period from Job Posting language of the Collective Agreement prior to testing, for displaced employees interested in assembly training. In addition, successful candidates will be awarded the trial period outlined in the Job Posting language of the collective agreement.

16 - REPORTING ALLOWANCE AND EMERGENCY RECALLS

16.01 The Company must give at least ten (10) hours notice to any employee, in attendance the previous day, not required to work on his/her regular shift except in cases of emergency or acts of God or any other cause beyond the control of responsible Management.

16.02 An employee who has not been advised that his/her services will not be required and who reports for work shall be given either four and one half (4 1/2) hours of work at his/her regular basic hourly rate, or four and one half hours pay.

16.03 An employee, having left the Company premises, who is recalled to work outside his/her regular shift hours, shall be paid for all hours worked at premium rates. He/she will be guaranteed a minimum of four (4) hours of such pay except that this minimum guarantee will not apply where the hours worked following such recall form a continuous period with the employee's regularly scheduled working hours.

16.04 Emergency recalls will be offered in accordance with the overtime provisions of this agreement.

17 - OVERTIME

17.01 Daily overtime will be distributed among those employees assigned to the classification, and shift, in the department where overtime is required. In the event that there are an insufficient number of volunteers in the classification and department, employees in the same classification, but in other departments, will be offered the overtime before it is offered to other classifications within the department where the work is required.

17.02 Weekend and holiday overtime will be distributed among those employees assigned to the classification and department where overtime is required and it shall be offered, by shift, to the employee with the least credited hours of overtime. If offering the overtime by shift would create more than a sixteen (16) hour differential, then the least credited hours will be the determining factor for offering the overtime. When two or more employees are equal in their credited hours of overtime, the senior employee will be offered the overtime. In the event that there are an insufficient number of volunteers in the classification and shift in the department where the overtime is required, employees in the same classification and shift in other departments will be offered the overtime before it is offered to employees in the same classification and department on other shifts. If there is still an insufficient number of volunteers, employees in other classifications within the department where the overtime is required, may be offered the overtime.

If there is only day shift overtime, it will be offered to all employees in the classification in the department, before it is offered to employees in the classification in other departments.

17.03 Overtime of Maintenance employees will be completed on the shift it commences, regardless of distribution.

DEPARTMENTS

17.04 601 Plate Shop
 604 Log Loader Assembly and Attachments

605 Skidder and Wheeled Feller Buncher Assembly
606 Tracked Feller Buncher Assembly
607 Final Assembly/Paint Shop
608 Fabrication Paint Shop
609 Weld and Machine Shop
647 Material Handling Fabrication
644 Maintenance Department
648 Jig & Tool Department
649 Material Handling Assembly
741 R&D Department

All references to Department 603 on the seniority list will be changed to 609.

17.05 Distribution of overtime, unless unavoidable through the application of 17.01, 17.02 and 17.03 above, shall be in an equal manner to the extent of maintaining no more than sixteen (16) hours differential. The Company agrees to reduce this differential to no more than eight (8) hours semi-annually (July 1 and January 1 of each year).

17.06 Employees may refuse overtime, but will be credited with having worked for the purpose of distribution as follows:

- a) For purposes of equalization, all overtime worked will be credited to his/her classification and department. Overtime within his/her classification offered but refused is credited to his/her classification and department. Overtime outside his/her classification offered but refused is not credited for equalization purposes.
- b) Employees moving to another classification on a job bid will be credited with overtime hours equal to the highest number of overtime hours of those employees in his/her new classification and department.
- c) Employees recalled from layoff or displaced, or transferred due to a reduction in a specific department will be credited with the lowest number of overtime hours of those engaged in the classification in the new department.

- d) New Hires, or employees upgraded where no candidates were available through the Job Posting procedure, shall be credited with the highest number of hours in the new classification and department.
- e) Employees absent from work will be credited with the number of hours he/she would have been asked to work (17.01 and 17.02) on his/her return to work.
- f) All changes will be made to the employee's "Year-to-date" total on the day the employee(s) next commence work.
- g) Overtime offered and refused after the schedule contained in Article 17.08 will not be credited for equalization purposes.

17.07 Information concerning distribution of overtime hours will be posted in all departments weekly and a copy will be provided to the Union Chairperson weekly.

17.08 Notification of available overtime Monday to Friday, will be given prior to the end of the shift on the previous day, and notification of available overtime on Saturday, Sunday, or a paid holiday will be given prior to the end of the employees 2nd last regular shift.

17.09 Overtime at the rate of time and one half will be paid for all work performed in excess of eight (8) hours on a regular work day and for the first eight (8) hours worked on a Saturday. Employees working the 10 hour afternoon shift will receive overtime at the rate of time and one-half for all work performed in excess of ten (10) hours on Monday through Thursday.

17.10 Overtime at a rate of double time will be paid for all work performed in excess of 12 hours on a regular work day and in excess of 8 hours on the Saturday and for work performed on a Sunday or a paid holiday. Employees on the 10 hour afternoon shift will be considered to be working their Saturday shift from 4:00 p.m. Friday to 4:00 p.m. Saturday, and they will be considered to be working Sunday starting at 4:00 p.m. Saturday.

18 - SPECIAL FIELD ASSIGNMENTS

18.01 The following provisions shall apply in determining the method of payment for employees who are required to work at other than their usual work location(s). Special Field Assignments are not plant tours, education or training, social events, or other similar voluntary activity.

18.02 When an employee is on route to or from a special field assignment, he/she shall be paid up to eight (8) hours for each day spent in travel alone, at the following rates:

- a) Monday to Friday he/she shall be paid at his/her regular rate.
- b) Saturday or Sunday he/she shall be paid at the rate of time and one half.
- c) Paid Holiday - he/she shall be paid at the rate of time and one half, and in addition, shall receive holiday pay if entitled to holiday pay under the provisions of Article 25.

18.03 When an employee both travels to a special field assignment and works in the same day, he/she shall be paid at his/her straight time rate for the first eight (8) hours so spent. he/she shall be paid at the rate of time and one half for the first four (4) hours worked in excess of his/her first eight (8) hours so spent, and at the rate of double time for time worked thereafter. He/she shall be paid at straight time for return travel from the special field assignment.

18.04 a) When an employee both travels to a special field assignment and works on the same day, such days being a Saturday or Sunday, he/she shall be paid at the premium rates as determined in Sections 17.09 and 17.10 of this agreement, for the first eight (8) hours so spent, and for time worked in excess of such first eight (8) hours so spent.

b) Where such travel and work as described in 18.04 a) occurs on a paid holiday, the employee shall receive in addition to the premiums provided in Sections 17.09 and 17.10 of this agreement, holiday pay if entitled to holiday pay under the provisions of Article 25.

18.05 An employee on a special field assignment will be compensated for all reasonable and necessary expenses incurred by time for travel, food and accommodation.

18.06 The Company will make arrangements for such employee's travel and accommodation.

18.07 All Employees required for special field assignments will receive, in addition to all other payment, a thirty cent (\$0.30) per hour premium for all hours spent on such travel and work.

18.08 Overtime hours worked during special field assignments will not be included as overtime hours for the purpose of equalization.

20 - JOB VACANCIES AND POSTING

20.01 The Company agrees in the case of a permanent vacancy, a notice will be posted on Woodstock bulletin boards for three (3) working days. The notice shall describe the vacancy, the number required, and the department. The Company will receive bids from employees for the vacancy. Bids must be on a triplicate form supplied by the Company and signed by the company representative upon receipt, with a copy to the employee and the Union.

20.02 A permanent vacancy is one created by a retirement, death, termination, creation of a new job, the filling of a subsequent posting, or a vacancy created through a promotion out

of the bargaining unit. A permanent vacancy does not exist if there are employees displaced, or on lay-off, who are eligible to be recalled to the vacancy.

20.03 Following the termination of the posting period, the Company will as soon as possible (but in any event not longer than twenty (20) working days) make its selection and placement from those applicants who can be reasonably expected to fulfil the requirements of the job under posting. Where the qualifications of two or more employees are significantly equal, the most senior employee shall be given preference. Where no suitable applicant can be found, the Company will be free to hire through its normal hiring procedure.

20.04 At the time a job is posted, the Company will designate a training period followed by a trial period according to the following schedule:

Job Grade	Training Period	Trial Period
1-2	1 Day	4 Days
3	4 Days	6 Days
4	5 Days	7 Days
5	6 Days	9 Days
6	7 Days	13 Days
7,8	-	20 Days

The purpose of the training period shall be to instruct the employee in all major aspects of the job. The purpose of the trial period shall be that the employee demonstrate his/her ability to perform the job satisfactorily. The employee's plant-wide seniority will be applied to that classification and he/she will be accorded the job rate at the commencement of the training period.

If the employee fails the test he/she will not be permitted to:

- a) exercise his/her options on multiple bids for the same posting
- b) bid on the same job for which he/she has failed the test for a six (6) month period following the date on which the posting closed.

He/she may bid on other jobs posted after the day on which he/she failed the test.

If the employee passes the test, or if the employee is successful with no test required, he/she shall become a successful bidder effective the first work day following the day on which the posting closed. The employee may have a Union representative present during the test.

20.05 Successful bidders will not bid again for a period of six months.

20.06 It is agreed that when a successful bidder is unsuited within the trial period, he/she will revert to his/her former classification and department.

20.07 The name(s) of the successful bidder(s) will be posted on all notice boards.

21 - TEMPORARY TRANSFERS

21.00 The Company and the Union agree that high productivity is in the best interests of both parties. High productivity includes keeping employees fully employed for every shift. In this complex and ever-changing environment, temporary transfers are provided as one way to facilitate the following:

21.01 The Company may transfer any employee to fill a temporary vacancy caused by sickness or accident, absenteeism, vacations, allowable leaves, temporary schedule requirements, job posting periods, or to reassign an employee temporarily out of work. The Supervisor will provide the employee and the committee person with a temporary transfer form at the time of temporary transfer, and the Supervisor will retain a copy. The

Employee will be responsible for completing his daily time card with any transfer information which requires a change in pay rate. No notification is required for temporary transfer within the same job classification, during regular working hours.

21.02 Temporary transfer of an employee cannot exceed a period of 20 working days to a different classification, or 60 working days within the same classification for all reasons outlined in Section 21.01. These periods may be extended by agreement of the parties. The Company will not temporarily transfer employees from an 8 hour to a 10 hour schedule, or vice versa, during other than the normal shift hours of those employees who are to be transferred within the limits set out above. An employee on temporary transfer cannot work overtime in place of a regular employee in the department to which he/she is transferred.

21.03 An employee on temporary transfer at the Company's convenience shall be paid his/her own rate or the rate of the job to which he/she is transferred, whichever is greater.

21.04 The Company will make every reasonable effort to avoid filling the regular job of a transferred employee. However, this may be necessary where skill selection is limited and production requirements are critical.

21.05 If a temporary transfer is to be more than the time frame described in 21.02, employees displaced from the classification where the requirement exists and still employed by the Company shall be used to fill the temporary transfer.

22 - BEREAVEMENT, JURY DUTY

22.01 a) An employee shall be granted leave of absence of 40 hours, at his/her regular hourly rate, in the event of the death of his/her spouse, son, daughter or legal stepchild.

- b) An employee shall be granted leave of absence, up to a maximum of three (3) full shifts, at his/her regular hourly rate, in the event of the death of his/her father, mother, brother, sister, father-in-law, mother-in-law, step-father, step-mother, brother-in-law, stepfather, stepmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, legal guardian or spouse's grandparents and grandchildren. Payment in all cases is provisional on the employee attending the funeral service and/or attending to the funeral arrangements.
- c) When a death occurs in the immediate family, as defined above, and the employee, due to the distance of travel, is unable to attend the funeral, one (1) days absence will be allowed the employee to attend a memorial service. During such absence, the employee shall be compensated at his/her regular hourly rate for such working time lost.
- d) An employee on vacation at the time of a death as outlined in 22.01 (a) and (b) will receive the paid leave as described above and will have his/her vacation extended or credited by the amount of leave to be taken at a later time.

22.02 If an employee is summoned as a witness or for Jury Duty, he/she shall be paid the difference between his/her regular earnings and the amount received, less mileage and per diem, for performing in such capacity. This provision applies to all employees on all shifts.

23 - LEAVE OF ABSENCE

23.01 The Company will grant leaves of absence without pay to employees for the following purposes:

23.02 Any employee selected as an officer or delegate involving Union activity outside the plant for a period not to exceed twelve (12) months.

23.03 Any employee elected to public office (Municipal, Provincial or Federal), for the period of time he/she holds such elective office. In these cases, the employee concerned will present his/her request in writing specifying the reasons for the request and the duration of the leave required. The Company will not unreasonably delay the granting of such leave of absence.

23.04 The Company will grant an employee a leave of absence in the case of "bona fide" absence resulting from his/her sickness or accident.

23.05 The Company may grant leave of absence for other reasons upon the submission by the employee of a written request. The Company will not unreasonably delay their written answer to such request.

23.06 A permissible or unavoidable absence is defined as follows: Absence due to lay-off by the Company, to annual vacation, to suspension for disciplinary reason, to engagement by the Company after the commencement of a regular week or to separation before the end of a regular week, to bona fide personal illness, to authorized leave of absence, or other unavoidable absence for reasons beyond the control of the employee and acceptable to the Company.

23.07 In all cases of approved leave of absence as defined above, the employee's seniority will continue to accumulate.

23.08 A leave of absence may be granted to employees in jail.

23:09 If an employee is absent from work due to accident, injury or major illness, he/she must provide written medical authorization to return to work. Should an employee report to work without a return to work authorization, he/she will not be allowed to start work, until such documentation is received, and the provisions of Article 16.02 do not apply.

24 - BULLETIN BOARD

24.01 The Company shall provide the Union with bulletin boards which may be used by the Union for posting notices concerning educational, recreational or social activities sponsored by the Union and notices concerning Union Meetings and Elections. However, notices shall be posted on these boards only after being initialled by the Plant Chairman and/or the Local President.

24.02 The Union agrees that no pamphlets, handbills or other publications will be distributed on the premises of the Company without the Company's prior approval.

25- PAID HOLIDAYS

25.01 The following shall be considered holidays and will be observed and paid in accordance with the provisions of this article.

Holiday	Year 1	Year 2	Year 3
1 Good Friday	Fri 18 April 2003	Fri 9 April 2004	Fri 25 Mar 2005
2 Victoria Day	Mon 19 May 2003	Mon 24 May 2004	Mon 23 May 2005
3 Canada Day	Mon 30 June 2003	Fri 2 July 2004	Fri 1 July 2005
4 Civic Holiday	Mon 4 Aug 2003	Mon 2 Aug 2004	Mon 1 Aug 2005
5 Labour Day	Mon 1 Sept 2003	Mon 6 Sept 2004	Mon 5 Sept 2005
6 Thanksgiving Day	Mon 13 Oct 2003	Mon 11 Oct 2004	Mon 10 Oct 2005
7 Christmas Period	Wed 24 Dec 2003	Fri 24 Dec 2004	Mon 26 Dec 2005
8 Christmas Period	Thur 25 Dec 2003	Mon 27 Dec 2004	Tue 27 Dec 2005
9 Christmas Period	Fri 26 Dec 2003	Tue 28 Dec 2004	Wed 28 Dec 2005
10 Christmas Period	Mon 29 Dec 2003	Wed 29 Dec 2004	Thur 29 Dec 2005
11 Christmas Period	Tue 30 Dec 2003	Thur 30 Dec 2004	Fri 30 Dec 2005

12	Christmas Period	Wed 31 Dec 2003	Fri 31 Dec 2004	Mon Jan 2 2006
13	Christmas Period	Thur 1 Jan 2004	<i>** moved to</i>	Tues Jan 3, 2006
		Fri 2 Jan 2004	<i>Jan 2 2004</i>	
14	Heritage Day	Mon 16 Feb 2004	Mon 21 Feb 2005	Mon 20 Feb 2006

Other Paid Time Off

Employee Birthday - Day to be taken in the month of the employee's birthday

Employee Anniversary - Day to be taken in the month of the employee's anniversary

Note: Should a paid holiday fall on other than your regular shift, the alternate paid day will be as posted.

25.02 Where one of the above holidays falls on a Saturday or Sunday, they will be observed and paid on the Monday or preceding Friday, as determined by mutual agreement between the Company and Union.

25.03 When a Paid Holiday falls during an employee's annual vacation, the employee shall be entitled to an additional day of vacation paid at his/her regular hourly rate multiplied by eight (8) hours.

25.04 Employees who are eligible for holiday pay and who do not work on the holiday shall receive holiday pay on the basis of their regular hourly rate multiplied by eight (8) hours. Should any employee be eligible for income from two (2) sources for a paid holiday, the Company will make up the difference between the employee's regular wage for the holiday and any amount he/she receives for the day in question from any other source for which Timberjack pays premiums.

25.05 An employee shall not be entitled to holiday pay when he:

25.06 Is absent without permission from work on the day before or the day after such holiday when normally required to work by his/her regular work schedule; or

25.07 Is absent from work for any reason continuously for the twenty (20) working days preceding such holiday and is absent his/her first regular day following such holiday.

25.08 Is absent on a leave of absence as contemplated in Article 23.03 of this Agreement.

25.09

26 - VACATIONS

The service requirement for determining vacation eligibility shall be at July 1st, of the vacation year.

26.01 Employees with less than one year of service as of July 1st in any year shall be entitled to a vacation of 1 day per month of service to a maximum of 5 days. The month following the month of hire shall count as the first month. Vacation pay will be at the pay rate of 4% .

26.02 Employees with one but less than 5 years of service as of July 1st in any year shall be entitled to two weeks vacation at the pay rate of 4%.

26.03 Employees with five (5) years, but less than ten (10) years of service as of July 1st in any year, shall be entitled to three weeks vacation at the pay rate of 7%.

26.04 Employees with ten (10) years but less than fifteen (15) years of service as of July 1st in any year shall be entitled to four weeks vacation at the pay rate of 8%.

26.05 Employees with fifteen (15) years but less than twenty (20) years of service as of July 1st in any year shall be entitled to four weeks vacation at the pay rate of 9%.

26.06 (a) Employees with twenty (20) years or more of service as of July 1st in any year shall be entitled to five (5) weeks vacation at the pay rate of 10%.

- (b) Employees with twenty-five years or more of service as of July 1st in any year shall be entitled to six (6) weeks vacation at the pay rate of 12%.

26.07 Vacation will be paid in the regular weekly pay cycle.

- 26.08**
- (a) By April 1st each year, the Company will announce if there is to be a scheduled vacation close down.
 - (b) Any such close down will be between July 1st and Labour Day.
 - (c) All vacation arrangements will be finalized by May 1st. Requests must be submitted in writing by April 15th.
 - (d) A plant close down will be for up to three weeks.
 - (e) In the event production scheduling requires staggered vacations, seniority will prevail when production requirements limit the number of employees in any classification or department going on vacation at any one time.
 - (f) In the event of staggered vacations, the time off will be taken at a time mutually agreeable to the employee and Company alike and upon requests such vacations up to 3 weeks will be scheduled between July 1st and Labour Day by seniority and subject to Article 26.09.
 - (g) In the event that there is limited work in the close down period, it will be offered first to those individuals who are entitled to two weeks vacation or less by seniority (to a maximum of the difference between the shutdown period and their actual vacation entitlement) and secondly in seniority to those who have submitted written requests to the Human Resources Dept. by May 1st; provided that such employees are fully qualified to immediately perform the available work without training. The selection of which week the employee works will be based on seniority. Where there are insufficient qualified volunteers, the work will be offered in the following order until sufficient qualified volunteers are found: (1) In seniority order, to the classification in the department requiring the work. (2) In seniority order, to

other qualified employees in the department. (3) In seniority order, on a plant-wide basis.

26.09 Employees requested and working during a plant shutdown and employees entitled to a fourth, fifth or sixth week's vacation will take their vacations at a time satisfactory to the employee and Company alike, finalizing their requests by January 1 and taking the vacation not later than June 30th of the following year.

Vacation entitlement for the current year may not be taken consecutive to the prior years vacation entitlement.

26.10 (a) Vacations are for the purpose of rest and relaxation, therefore, no employee may elect to receive vacation pay and not take his/her vacation entitlement, unless there are mitigating circumstances.

(b) An employee may elect to take up to two (2) weeks vacation while waiting for the establishment of a U.I.C. claim. This will be considered a mitigating circumstance.

27 - HEALTH AND SAFETY

27.01 The Company and the Union agree that they mutually desire to maintain high standards of safety and health in the plant, in order to prevent industrial injury and illness.

27.02 The Company shall make all reasonable provisions for the safety and health of the employees during working hours and supply such safety devices and other equipment necessary to properly protect employees from bodily harm.

27.03 Accordingly then, a shop safety committee shall be created to act in an advisory capacity to the Company. Such committee shall have bargaining unit members chosen by the Union, from each of the following departments and one from each off shift. This

committee will meet prior to each Joint Health and Safety Committee meeting. A maximum of five (5) of this committee will attend the Joint Health and Safety Committee meeting.

Departments:

601, 608, 644, 647, 648

Fabrication – Plate, Paint, Maintenance, Material Handling, Jig & Tool

604 Log Loader Assembly and Attachments

605 Skidder and Wheeled Feller Buncher Assembly

606 Tracked Feller Buncher Assembly

607 Final Assembly/Paint Shop

609 Weld and Machine Shop

649 Material Handling

741 R&D

27.04 The Joint Health & Safety Committee shall meet once each month and their purpose will be to promote safety and industrial hygiene in the plant and recommend to the Company following such meetings suggested action flowing from their deliberations.

27.05 If an employee considers a job to be hazardous, he/she shall immediately notify his/her Foreman. The Foreman will consider the claim together with the Safety Coordinator and the department Union Representative. If the employee believes that, after the Foreman's disposition of the matter, the job remains hazardous, he/she may lodge a grievance or claim his/her rights under the Occupational Health and Safety Act.

27.06 The Company will pay the cost of annual medical examinations for painters, welders and labourers continually working on painted surfaces.

27.07 a) The Company will provide the Union with a copy of all W.S.I.B. claim forms (Form No. 7). The Company agrees to provide the Worker's Safety and Insurance Board Chairman with information which may reasonably be required in the performance of this function.

b) If an employee is required to leave the plant for the initial treatment by a medical doctor, of an injury sustained in the performance of his/her work, he/she shall be paid for the balance of his/her shift should he/she be unable to return to the plant due to the injury. Should the injury be such that the employee is able to continue his/her shift after treatment, he/she shall be paid only for the period of time he/she was away from the plant; provided he/she is not eligible for W.S.I.B. benefits for such periods. If an employee is required to see a doctor for treatment of an occupational injury subsequent to the day of injury and it is impossible for arrangements to be made for him to see the doctor except during the employee's scheduled work hours, he/she will be compensated for loss of wages.

27.08 With the view of encouraging members of the Bargaining Unit to become qualified in the art of First Aid, the Company will pay an hourly premium rate of thirty (\$0.30) cents per hour to designated employees holding a certificate issued by the St. John's Ambulance Brigade. The Company will designate one such person on a shift where no nurse or full time first aid service is provided.

27.09 All apparel or safety devices, including safety shoes, eye protection and hearing protection, which the Company requires to be worn, shall be worn by the employees and failure to do so will constitute cause for disciplinary action.

27.10 The Company agrees to supply equipment as follows:

27.11 GLOVES First pair free to all employees requiring gloves. Subsequent pair to be provided free of charge in exchange for worn out pair. Worn out gloves shall be punched by the stockroom and cannot be used again in exchange for worn out pair.

27.12 FACE SHIELDS The Company agrees to supply and maintain face shields other than welders' helmets, free of charge and to provide standard replacement lenses and standard head bands for welders' helmets. The Company will also provide standard cutting goggles.

27.13 The Company will furnish and pay the cost of hearing protection where it deems necessary. The Company will replace or repair such equipment when in its opinion it is necessary to do so.

27.14 The Company also agrees that a sufficient number of sets of welders' sleeves and aprons will be made available for use by welders when required.

27.15 The Company will furnish safety glasses where it deems necessary. The Company will pay the cost and will supply the frames and lenses for both plain and prescription glasses. Prescription lenses will be equivalent to polycarbonate lenses. The payment of cost of examinations to determine prescription glasses will be as provided under the medical coverage provided and paid for by the Company for employees. The Company will replace lenses, either plain or prescription, when, in its opinion, they are pitted or scratched so as to impair vision. The Company will publish annually the costs that it will subsidize fully and the locations where safety glasses can be obtained at that cost.

Where actual costs are higher than the subsidy, the Company will pay fifty percent (50%) of the excess cost. Where the actual costs are higher than the subsidy and the basis for the extra cost is clearly medically required and prescribed, the Company will pay the full cost. In case of any dispute, the extra cost will be split 50-50.

27.16 The first pair of safety shoes shall be paid for by the employee. In any one contract year, the Company will reimburse the employee the maximum indicated according to the following schedule:

- a) Effective June 8, 2003, \$125.00; Painter classification and Metatarsal shoes, \$135.00
- b) Effective April 1, 2004, \$130.00; Painter classification and Metatarsal shoes, \$140.00
- c) Effective April 1, 2005, \$135.00; Painter classification and Metatarsal shoes, \$145.00

Payment in all cases is provisional on the employee providing proof of purchase of approved safety shoes.

27.17 The Company agrees to provide painters with masks, and the cost of providing painters with clean overalls as approved by the foreman, but no less frequently than once each week.

27.18 The Company will also make available leather aprons for flamecutters and shear and brake operators without charge and other operations as determined by the Company.

27.19 The Company will distribute coveralls for employees who want them. Employees will pay the cost. Payroll deduction will be made available.

27.20 A joint committee will be in place to review the return to work of employees absent due to work related injuries. The committee will consist of a representative of the Union's choice, the Worker's Compensation Chairman, as outlined in Article 8.01, and the injured worker, and up to two (2) representatives from the Company.

27.21 The Company will provide one welding helmet during the life of this agreement, for all employees in welding positions. The welding helmet will be supplied through Timberjack sources and the employee must return his worn out helmet.

TRAINEE VACANCIES

28.01 When the Company intends to involve a trainee program in any classification, they shall advise all employees through a bulletin notice. Any interested employee can signify their interest to the Human Resources Department. The Union Chairperson will be notified of all such employees.

28.02 Any employee assigned as a trainee would be paid the minimum rate of the classification he/she is assigned to.

30 - FOOD AND BEVERAGE SERVICE

30.01 A food and beverage service will be maintained for the use of employees of the Company.

31 - INTRODUCTION OF NEW EQUIPMENT

31.01 It is recognized that the introduction of new equipment, processes and methods and new products may require the establishment of new occupational classifications. In such event, the Company will establish such new classifications and rates in relation to existing rates and ranges. At least five (5) working days prior to the institution of such new rates, the Company will call a meeting with the Union Committee to discuss the changes. Following such discussions, should the Committee fail to agree and accept the Company's

classifications and/or rates, the matter may be presented as a grievance, within ten (10) days.

31.02 Where the Company does not establish a new classification, the employee on the job affected will be given training. A reasonable training period of up to fifteen (15) days will be designated. This period may be extended by mutual consent. By the end of the training period, the employee should be able to meet all performance expectations.

31.03 Where employee skills are made obsolete as a result of the changes anticipated by clause 31.01 or 31.02, the Company will make a reasonable effort to update those skills. Employees will be selected for this training on the basis of previous skills, related qualifications, personal interest, class size limitations, and/or a related job. Such training may be held on the employee's personal time and will be voluntary.

31.04 Where the employee skills are made obsolete as a result of a permanent discontinuance of their classification, the Company will provide up to 5 days of training to update those skills and the following procedure will apply. Employees will be selected for training on the basis of seniority, and qualifications. Such training may be held on the employee's personal time and will be voluntary.

31.05 The Company and the Union recognize a fiercely competitive world wide market place. In order to survive and prosper together, both must actively support the experimentation of new manufacturing concepts and productivity improvements. Employees may make suggestions and may participate in making the changes. Some of the experiments may include preventative maintenance with operator involvement, grouping similar operations and enhancing operator quality control skills and responsibilities.

32.01 Effective 08 September 2003 all employees will be paid by direct deposit.

- 32.02** a) During the life of this agreement, the Company will instruct its Supervisory staff that new employees on their first day of work will be introduced to his/her Committee Person.
- b) The purpose of this introduction is to acquaint the employee with his/her authorized Union representative. It will be the Committee Person's duty to provide the employee with a copy of the Collective Agreement.

33 SCHEDULES

33.01 It is mutually agreed by the Company and the Union, that the following schedules, whether attached to, or separate from this Agreement, are considered in all respects to form an integral part of this Agreement:

- A Wage Rates and Classifications
- B Employee Benefit - Welfare
- C Pension Plan
- D Paid Education Leave

SCHEDULE "A"

Classification	April 1/2003	April 1/2004	April 1/2005
GRADE 1 Sweeper Janitor Labourer	\$20.49	\$21.00	\$21.42
GRADE 2 Shot Blast Operator	\$20.57	\$21.08	\$21.50
GRADE 3 Painter Mag Burn Operator Material Handler	\$20.89	\$21.41	\$21.84
GRADE 4 Assembler 1	\$21.00	\$21.53	\$21.96
GRADE 5 Machine Operator 1 Brake Operator Welder 1 Boring Machine Op.	\$21.17	\$21.70	\$22.13
GRADE 6 Fitter-Welder Jig & Tool Maker Machine Set Up & Operate Plate Shop Set Up & Operate R&D Mechanic Weld Cell Operator 2	\$21.26	\$21.79	\$22.23
GRADE 7 Maintenance-Mechanic Machinist	\$22.17	\$22.72	\$23.17
GRADE 8 Electrician Journeyman Millwright Journeyman R&D Technician	\$22.77	\$23.34	\$23.81

Electronics Premium:

NOTE: A Premium of \$0.50 per hour will be paid for qualified individuals in the Journeyman Electrician, Journeyman Millwright, and Maintenance Mechanics classifications.

Schedule "B"
Employee Benefits - Welfare

The Employee Benefits provided in this contract include the following:

Life Insurance:

Effective June 8, 2003 \$44,000
Effective April 1, 2004 \$45,000
Effective April 1, 2005 \$46,000

Employees may purchase an equivalent amount of Life Insurance through payroll deduction.

Effective June 8, 2003, Employee's spouse & dependant children \$8,000 each
Effective April 1, 2004, Employee's spouse & dependant children \$9,000 each
Effective April 1, 2005, Employee's spouse & dependant children \$10,000 each

Accidental Death and Dismemberment:

Effective June 8, 2003 \$44,000
Effective April 1, 2004 \$45,000
Effective April 1, 2005 \$46,000

Blue Cross or Equivalent Plan for Prescription Drugs:

\$0.35 deductible plan

Blue Cross or Equivalent Preventative Basic Dental Care Plan 7 with Rider No. 2&3

Rider 2, no deductible, 50% of cost
Rider 3, no deductible, 50% of cost of a Maximum Benefit of \$1,500

Effective June 8, 2003, 2002 Schedule of Payments, no deductible
Effective April 1, 2004, 2003 Schedule of Payments, no deductible
Effective April 1, 2005, 2004 Schedule of Payments, no deductible

Vision Care:

The following amount will be reimbursed for prescription eyewear for employee and covered dependents:

Effective June 8, 2003 - \$125 in a 24 month period
Effective April 1, 2004 - \$150 in a 24 month period

Effective April 1, 2005 - \$175 in a 24 month period

Ontario Health Insurance Plan

Major Medical Insurance:

Blue Cross or Equivalent Extended Health Care Plan in effect for the Company's salaried employees in Woodstock on April 1, 1988. Chiropractic coverage of \$20.00 per visit, maximum 20 visits per calendar year, effective June 8, 2003. Includes basic Outside Canada Coverage. Coverage will be provided for Glucometer to a maximum of \$500.00 once every five years.

Sickness and Accident Insurance:

(1-1-4-26 Plan) Weekly benefit equal to \$500 effective June 8, 2003; \$525 effective April 1, 2004 and \$550 effective April 1, 2005. Surgery is included in first day coverage. This improved benefit is accepted by the Union in satisfaction of any employee's share of future Unemployment Insurance premium rebates payable to the employees, which rebates shall then become directly payable to the Company.

Long Term Disability Insurance:

Effective August 23, 1991, \$325 per week.

Effective June 8, 2003, \$350 per week.

Effective April 1, 2004, \$375 per week.

Effective April 1, 2005, \$400 per week.

The above benefits are provided in compliance with the following conditions:

34 - ELIGIBILITY

34.01 An employee will become insured for Group Life Insurance, Sickness and Accident, Accidental Death and Dismemberment (non-occupational) Insurance, and Major Medical

Insurance, on the day next following the date the employee has achieved seniority, and Long Term Disability as per Article 41.01 (a). If an employee is not actually at work on the day his/her Life, Accident and Sickness, Accidental Death and Dismemberment Insurance, Major Medical and Long Term Disability Insurance would otherwise become effective, he/she will be covered on the day such employee returns to active work.

34.02 In those instances where coverage under one or more of the benefits included in this Schedule may be affected in whole or in part by Federal or Provincial legislation; adjustment (where permissible by such legislation) may be necessary in the benefit scheme concerned, will be made by the Corporation to such scheme to maintain coverage equal to that which existed prior to such legislation.

34.03 An insured active employee who is absent from work on the effective date of any change in the benefit plans for Sickness and Accident Insurance and Long Term Disability Insurance shall not be entitled to such change in benefits until the day on which he/she returns to active work. Such employee will be eligible for such changes in Life, Accidental Death and Dismemberment, Prescription Drug Plan, the Dental Plan and Major Medical on the effective date of the change.

35 - LIFE INSURANCE (EMPLOYEES ONLY)

- 35.01** a) Those employees who are actively at work on June 8, 2003 (or upon return to work if later) will be insured for Life Insurance in the amount of \$44,000: on April 1, 2004 for \$45,000; April 1, 2005 for \$46,000.
- b) The spouse and each dependant child of an employee actively at work on June 8, 2003 will be insured for \$8,000, April 1, 2004 for \$9,000 and April 1, 2005 will be insured for \$10,000. This insurance coverage will continue per Article 43. Dependant Life Insurance is not applicable to retirees.

35.02 The Life Insurance benefit becomes payable upon the death of the insured employee regardless of the cause of death. The full amount of the death benefit will be paid to the person or persons whom the employee has named as his/her beneficiary. The insured employee may change the beneficiary designation at any time. In such case, the employee shall complete a change of beneficiary form which should be requested from the Human Resources Department, at which time instructions will be given on completion of the form.

35.03 Effective April 17, 1988, retirees (age 65) will be insured for Life Insurance in the amount of \$5,000. Employees retiring after April 7, 1997, will be insured for Life Insurance in the amount of \$7,000, provided their life insurance benefit is in effect at the time of retirement. Early retirees will be insured for an amount equal to the basic life benefit in effect at the time of early retirement, if any, to age 65.

**36 - ACCIDENTAL DEATH AND
DISMEMBERMENT INSURANCE
(NON-OCCUPATIONAL)**

36.01 Those employees who are actively at work on June 8, 2003 (or upon return to work if later) will be insured for Accidental Death and Dismemberment Insurance in the amount of \$44,000; April 1, 2004 for \$45,000; April 1, 2005 for \$46,000.

36.02 In the event an insured employee suffers one of the losses described in the following paragraphs, as a result of a non-occupational bodily injury sustained solely through external, violent and accidental means and directly and independently of all other causes, either the insured employee (or in the event of such employee's death), his/her beneficiary or beneficiaries shall be entitled to the amount of Accidental Death and Dismemberment Insurance by which such employee is covered under this schedule.

36.03 The principal sum of an insured employee's Accidental Death and Dismemberment Insurance will be paid as a result of such employee's loss of life, both hands, both feet, the sight of both eyes, one hand and one foot, one hand and the sight of one eye or one foot and the sight of one eye; and one-half (1/2) the principal amount for the loss of one hand, one foot or one eye.

36.04 Loss means with regard to hands or feet - dismemberment by severance at or above the wrist or ankle joints. With regard to eyes - total and permanent loss of sight beyond remedy by surgical or other means.

36.05 No Accidental Death and Dismemberment Insurance benefit shall be paid under this schedule for any loss resulting from or caused directly or indirectly or wholly or partially by:

- a) Bodily or mental infirmity, hernia, ptomaine, bacterial infections or diseases or illness of any kind;
- b) Suicide or self-inflicted injury, while sane or insane;
- c) War or any act of war, declared or undeclared, or service in the armed forces of any country, or performing police duty as a member of any military organization;
- d) Engagement in a felonious enterprise or as a consequence of having engaged in such an enterprise.

37 - ACCIDENT AND SICKNESS INSURANCE (NON-OCCUPATIONAL)

37.01 Those employees who are actively at work on May 23, 1994 (or upon return to work if later) will be insured for Weekly Accident and Sickness Insurance at a level equal to \$475.00 per week. For employees actively at work on June 8, 2003 (or upon return to work if later) this benefit increases to \$500 per week, effective April 1, 2004 increases to \$525 per week, effective April 1, 2005 increases to \$550 per week. Accident and Sickness weekly benefits will be payable up to a maximum of

twenty-six (26) weeks for any one disability upon certification of a licensed physician that an employee is disabled and unable to perform any work. Benefits will commence with the first (1st) day of disability due to an accident or surgery, on the first (1st) day of hospitalization, or on the fourth (4th) day of disability due to a sickness.

37.02 If an employee on scheduled vacation is disabled, he/she may make application for sickness and accidents benefits commencing on the first day of disability. Sickness and Accident and vacation will not be paid for in the same timeframe. Scheduled vacation which is cancelled due to application for Sickness and Accident will be rescheduled at a later date, but only within the vacation year.

ONTARIO HEALTH INSURANCE PLAN (EMPLOYEE AND DEPENDANTS)

- 38.01** a) An employee and eligible dependant(s) will be insured for Hospital and Medical Expense benefits in accordance with the provisions of the Ontario Health Insurance Plan, supplemented by the Ontario Health Insurance Commission (Blue Cross or equivalent) semi-private hospital accommodation insurance schedule.
- b) In the event that extra billing above OHIP fee schedule becomes and remains legalized, the Company will provide for a means to reimburse employees. This coverage would be effective for active employees beginning April 1, 1987. The Company will seek a cost effective form of coverage. Under no circumstances will the Company be liable for coverage costs of more than one cent per hour worked.

MAJOR MEDICAL

38.02 Those employees who are actively at work on April 1, 1988 (or upon return to work if later) will be covered by the Blue Cross or equivalent Extended Health Care Plan in effect for the Company's salaried employees in Woodstock on April 1, 1988.

39 - BLUE CROSS OR EQUIVALENT PLAN FOR PRESCRIPTION DRUGS

39.01 An employee and eligible dependant(s) will be insured for Prescription Drug Expense benefits in accordance with the provisions of the Blue Cross or equivalent Plan for Prescription Drugs, Form D-602-10M-7-71 (\$0.35 Prepayment Plan). Coverage includes specified injectables and accessories.

40 - DENTAL PLAN

40.01 An employee and eligible dependant(s) will be insured for preventative basic dental care in accordance with the provisions of the Blue Cross or equivalent Preventative Basic Dental Care Plan 7, with Riders #2 (50% of cost) and #3 (50% of cost to a Maximum Benefit of \$1,500)

Effective June 8, 2003 – 2002 Schedule of Payments, No Deductible

Effective April 1, 2004 - 2003 Schedule of Payments, No Deductible

Effective April 1, 2005 - 2004 Schedule of Payments, No Deductible.

41 - LONG TERM DISABILITY INSURANCE

41.01 a) Those employees who are actively at work on June 8, 2003 (or upon return to work if later) and have two (2) years or more of seniority will be insured for Long Term Disability Insurance in the amount of \$350 per week to age 65, April 1, 2004 - \$375 and April 1, 2005 - \$400.

b) An employee's Long Term Disability Insurance benefit will not be reduced by the amount of any disability and/or old age benefits for which the employee is eligible under the Canada Pension Plan.

c) The definitions of disability and eligibility provisions will be consistent with those in the salaried employee's Long Term Disability Plan in effect April 1, 1988.

42 - PREMIUMS

42.01 The Company shall pay the full cost of all premiums for the above benefits. In the event there is a reduction of the premium for any one of the benefit plans contained herein, any saving in cost shall accrue solely to the Company. It shall be the responsibility of each employee to complete the application forms, including certification by the attending physician where necessary, and to complete new forms in those cases where the family status has changed.

42.02 Where medical forms are required by the Company, it will be the responsibility of the employee to have the forms completed as prescribed, to pay the treating agency, and to deliver the forms to the Company. The Company will reimburse the employee for the cost of completion of such forms upon his/her submission of a receipt.

42.03 Effective April 1, 1988, the Company will continue to provide for early retirees, to age sixty-five (65), the following benefits: O.H.I.P. with semi-private hospital coverage, drug plan and life insurance. Upon attaining age sixty-five (65) this benefit coverage will cease, with the exception of Life Insurance, which will then be in accordance with Article 35.03.

43 - COVERAGE DURING ABSENCE AND LAY-OFF

43.01 The Company will continue the payment of an employee's premiums for the above benefits while such employee is absent due to sickness or accident as follows:

43.02 LIFE INSURANCE - up to twelve (12) months following the month in which such absence commences. Accidental Death and Dismemberment Insurance under the same conditions up to twelve (12) months.

43.03 SICKNESS AND ACCIDENT ALLOWANCE - up to twenty-six (26) weeks when the employee is eligible and receiving such benefits.

43.04 ONTARIO HEALTH INSURANCE PLAN/MAJOR MEDICAL - up to twelve (12) months following the month in which such absence commences.

43.05 PRESCRIPTION DRUG PLAN - up to twelve (12) months following the month in which such absence commences.

43.06 DENTAL PLAN - up to twelve (12) months following the month in which such absence commences.

43.07 The Company will continue the payment of an employee's premiums for the above benefits for up to twenty-four (24) months while such employee is absent due to an accident for which he/she is eligible and receiving Worker's Compensation Board benefits.

43.08 The Company will continue the payment of an employee's premiums for the above benefits while he/she is absent due to a lay-off for a period of two (2) months following the month in which the employee is laid-off. Thereafter, the employee may continue his/her Ontario Health Insurance Plan, Blue Cross or equivalent Plan for Prescription Drugs, Dental Plan, and Life Insurance coverage through the Company plans by paying the cost of (15) days prior to the beginning of the month for which payment is made.

43.09 An employee who still retains seniority shall, if his/her paid coverage has lapsed through the time limits in the foregoing, be reinstated in the Life, Accidental Death and Dismemberment, Sickness and Accident Insurance plans, Prescription Drug Plan, Dental Plan, Long Term Disability Plan and Major Medical Plan on his/her first day back to work. An employee whose contributions have lapsed for the Ontario Health Insurance Plan coverage will be reinstated in this plan in accordance with the regulations of the plan.

SCHEDULE "C"

44.01 The Pension Plan, as amended effective April 1, 1997, provides the following benefits for new and current retirees: The monthly pension payable to an employee retired under the provisions of the Plan:

- a) For retirements commencing on and after April 1, 1997, the pension benefit will be increased from \$37.50 per month per year of service to \$38.50 per month per year of service.
- b) For retirements commencing on and after April 1, 1998, the pension benefit will be increased from \$38.50 per month per year of service to \$39.75 per month per year of service.
- c) For retirements commencing on and after April 1, 1999, the pension benefit will be increased from \$39.75 per month per year of service to \$41.25 per month per year of service.
- d) Current retirees will receive the increase described in a), b) and c) above on the effective dates stated.
- e) For retirements commencing on and after April 1, 2003, the pension benefit will be increased from \$41.25 per month per year of service to \$42.25 per year of service, effective April 1, 2004 to \$43.25 and effective April 1, 2005 to \$44.25
- f) Effective April 1, 1988, employees who have attained fifty-five years of age, and who have at least two years of credited service may retire. The pension benefit shall be subject to an actuarial reduction based on age at the time of retirement. This reduction will be described in an actuarial reduction table and will amount to a reduction in the basic pension benefit of approximately 5% for each year the employee is under age sixty-two (62) at the time of retirement (effective April 1, 1990).
- g) Effective January 1, 1981, the calculation of credited service will be changed from the current quarter year method to the one-tenth year method.
- h) Effective January 1, 1981, employees who are granted a leave of absence due to an illness or injury, which is compensable under Workers' Compensation legislation will receive credited pension service for regular hours lost.

- i) Designated Survivor Option. Vested active employees are eligible to apply for a 60% Designated Survivor Option. They may, if they wish, apply for a 100% Designated Survivor Option prior to retirement. Eligibility provisions will be consistent with those in the salaried employees' Pension Plan in effect April 1, 1988. All options will be subject to standard actuarial reductions as determined by the Company's actuary. The employee's legal spouse will be automatically eligible for the 60% benefit or its commuted value (per the Pension Benefits Act) unless the legal spouse signs off the entitlement. There will be a reduction in a normal pension to cover the 60% survivor option at retirement unless the spouse waives the option.
- j) Effective April 1, 1985, employees who are granted a Leave of Absence to attend to Union business will receive credited pension service for regular hours lost; provided that no such credited pension service shall be received for any employee who holds a full time office with his/her Union.
- k) Effective April 7, 1997, the Pension Plan recognizes a maximum of thirty-seven (37) years of credited service. Effective April 1, 1998 this will increase to thirty-eight (38) years of credited service and effective April 1, 1999 the Pension plan will recognize a maximum of thirty-nine (39) years of credited service. Effective April 1, 2000 the Pension plan will recognize all years of credited service.
- l) Employees between forty-five (45) and sixty-five (65) years of age satisfy the age requirement for a Disability Retirement Pension.
- m) An employee's pension will not be reduced by the equivalent of any Workers' Compensation Board or Canada Pension Plan disability benefit for which he/she may be eligible, or income from private sources.
- n) Bridge Benefit of \$4.00 per month per year of credited service for all employees who retire with two (2) years of service at age 61 or less, on or after April 1, 1997, and is payable from age 60 to age 65.

Bridge Benefit of \$10 per month per year of credited service for all employees who retire with two (2) years of service, on or after April 1, 2000, payable from age 60 to age 65.

Effective April 1, 2001 the Bridge Benefit increases to \$12 per month per year of credited service.

Effective April 1, 2002 the Bridge Benefit increases to \$14 per month per year of credited service.

Effective April 1, 2003 the Bridge Benefit increases to \$18 per month per year of credited service

Effective April 1, 2004 the Bridge Benefit increases to \$22 per month per year of credited service

Effective April 1, 2005 the Bridge Benefit increases to \$26 per month per year of credited service

TERMINATION OF EMPLOYMENT

45.01 An employee whose employment by Timberjack Inc. is terminated for any reason shall have his/her Life, Accidental Death and Dismemberment, Sickness and Accident Insurance and Long Term Disability Insurance cancelled at the end of the day on which employment is terminated.

An employee receiving L.T.D. benefits will not have such benefits terminated on the basis that his employment has been terminated. Disqualification from this benefit will be based on the provisions of the L.T.D. plan.

45.02 Upon proper application to the Insurance Company within the thirty-one (31) day period immediately following the day on which an employee's Life Insurance under

this Plan is cancelled, such employee shall have the option of continuing all or a portion of such terminated Group Life Insurance under an individual policy. Such individual policy shall be issued to the employee, without medical examination, upon one of the forms of policy then customarily issued by the Insurance Company (except a policy of term insurance or a policy containing provisions for disability or accidental death and dismemberment benefits) at the premium rate for the employee's class of risk and attained age at the time of his/her application. Any such individual life insurance policy shall become effective at the end of the thirty-one (31) day period of eligibility, but if the employee should die during such period, whether or not he/she has applied for an individual policy, his/her beneficiary or beneficiaries shall be entitled to such employee's Life Insurance under this Plan.

45.03 An employee whose employment by Timberjack Inc. is terminated for any reason shall have his/her Ontario Health Insurance Plan continued in accordance with the provisions of the Provincial Plan, however, the Company's contributions for such coverage shall cease, at the end of the calendar month in which such termination of employment occurred.

45.04 An employee whose employment by Timberjack Inc. is terminated for any reason shall have his/her Prescription Drug Expense, Dental Plan and Major medical coverage cancelled at the end of the calendar month in which such termination of employment occurred and the Company's contribution shall cease as of the same date.

Schedule "D"

Paid Education Leave

01 The Company agrees to pay into a special fund one cent (\$0.01) per hour, per Bargaining Unit employee for all compensated hours for the purpose of providing paid educational leave. Effective April 1, 2001 this will increase to two (\$0.02) per hour.

02 The purpose of paid educational leave will be to upgrade the employees in all aspects of handling their Union functions in respect to employer/employee relations.

03 Beginning July 1, 1983, such monies will be paid quarterly into a trust fund established and administered by the Glass, Molders, Pottery, Plastics & Allied Workers International Union and sent to 61 International Blvd., Suite 103, Rexdale, Ontario, M9W 6K4, accompanied by data showing the basis of payment.

04 The Company further agrees that members of the Bargaining Unit, selected by the Union to attend the recognized Union Educational Courses will be granted a leave of absence without pay for up to twenty (20) days actual instruction time, plus travel days where necessary, in any twelve (12) month period. Seniority will continue to accrue during any such absence.

Termination of Agreement

This Agreement shall come into effect on the 8th day of June, 2003 (unless otherwise specified above) and shall terminate on the thirty-first day of March, 2006. Notice that amendments are required or that either party intends to terminate the Agreement may only be given within a period of not more than 90 days and not less than 30 days prior to the termination date of this Agreement. If notice of amendment or of termination is given by either party, the other party agrees to meet for the purpose of negotiations within ten (10) days after the giving of such notice if requested to do so. It is understood that during any negotiations following upon notice of termination or notice of amendment, either party may bring forward counter proposals arising out of or related to the original proposals.

SIGNED FOR THE COMPANY:

D. Harkin _____

S. Wurfel

K. Bratcher _____

M. Murdoch

J. Tonin _____

FOR THE UNION:

D. Doyle _____

B. Sawchuk _____

B. Rachar _____

R. Wood _____

A. Berto _____

E. Glaab _____

D. Fowler _____

LETTER OF UNDERSTANDING

The following interpretation shall apply regarding the employee birthday and anniversary provisions of Article 25.01 of the Collective Agreement.

Generally, the provisions of Article 25 will apply to this holiday except where specified in this letter.

An employee is expected to take a paid holiday in the month of his/her birthday or anniversary. He/she may take the holiday, subject to his/her supervisor's manpower requirements, on any other regularly scheduled work day falling in the same calendar month. The onus is on the employee to make a request to his/her supervisor, in writing, ten (10) or more working days prior to his/her birthday or anniversary or the day desired if it is before the birthday or anniversary. The supervisor will respond to the request in writing. Employees on alternating shifts who make a request for time off other than their birthday or anniversary will receive pay based on the shift they were on, on the actual day taken.

Employees will not be entitled to overtime rates per Article 17.10 regarding the birthday holiday.

LETTER OF UNDERSTANDING

Afternoon Shift Overtime: If the Company determines that weekend overtime is available in two (2) or more departments, to employees of the Monday to Thursday (4 x 10's) afternoon shift, the Company will schedule all such overtime on the Friday evening rather than on the Friday evening in one department and on Saturday in another. It is recognized and agreed by the Company and the Union that there may be occasions when this arrangement is not appropriate for valid business considerations and, in such cases, it is not a mandatory requirement in offering overtime. Nothing in this letter will affect the Company's right to schedule overtime on Saturday, rather than on Friday.

LETTER OF UNDERSTANDING

Material Handler: The following work will become the work of a Material Handler: assisting the Assembler in loading machines by crane, the blocking and chaining down as well as the preparation of kits and manuals for these machines. The loading of "drive-ons" can be performed by a Material Handler.

LETTER OF UNDERSTANDING

When an employee has applied for W.S.I.B., and has not had his/her claim approved within three (3) weeks from the date of application, he/she will be eligible to apply for Sickness & Accident Benefits. This agreement is contingent upon the employee signing a waiver for the Insurance Carrier, which allows W.S.I.B. to reimburse the Insurance Carrier directly upon approval of the W.S.I.B. claim.

The employee is ineligible to apply for Sickness & Accident benefits if he/she has returned to work within three (3) weeks of applying for W.S.I.B.

LETTER OF UNDERSTANDING

Students: The company may hire a maximum of fifteen (15) students for the period May 1 to September 1, provided that all laid off employees are first offered the work available, and the following rules will apply:

1. All students will be hired as Labourers and temporarily transferred to the appropriate classification as required and paid the rate of the job performed.

2. Students will receive pay for statutory holidays occurring during the period of employment (May, July and August)
3. Students will not acquire seniority or other benefits outlined in the collective agreement.
4. Student will pay monthly Union dues.
5. Students will not be eligible to work during the summer shutdown period unless requirement is not filled by Article 26.08 g.

This letter of agreement expires with the current collective agreement.

LETTER OF UNDERSTANDING

During the course of the negotiations the parties discussed the Union's concern about the distribution and spread of overtime, Article 17. To assure that overtime is being distributed in accordance with the established rules, the Manager Human Resources and the Union Chairperson will review the records in each department throughout the factory on a quarterly basis.

LETTER OF UNDERSTANDING

Union Representation

During the course of negotiations, the parties discussed the modifications to Union representation to eliminate the Steward positions.

Based on union bylaws, Stewards will complete their current term of office effective 31 May 2004, and these positions will not be replaced.

NOTES

GENERAL INFORMATION

TIMBERJACK HOURLY BENEFITS

Group Number: 48888
Account Numbers: 002 and 1002
Plan Effective Date: August 1st, 1993
Policy Renewal Date: January 1st of each year
Booklet Edition Date: June 8th, 2003
General Benefit Inquiries: 1-800-387-4492

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PURPOSE OF THIS BOOKLET

These booklet pages are provided solely for the purpose of explaining the principal features of the Group Insurance Plan. All rights with respect to your benefits as a member of the plan will be governed by the Group Policy issued by The Canada Life Assurance Company.

ELIGIBILITY

All full-time hourly employees in the Glass, Molders, Pottery, Plastics and Allied Workers International Union, Local 446 Woodstock, residing in Canada are eligible to participate in this Plan. Former hourly employees who are retired under the Timberjack Inc. Pension Plan are also eligible for certain benefits of this Plan.

YOUR ELIGIBILITY DATE

You are eligible to be insured for all benefits except Long Term Disability benefit on the first day following the completion of 3 months of continuous service, for full-time and full pay.

You are eligible to be insured for the Long Term Disability benefit upon attainment of two years seniority.

COMMENCEMENT OF YOUR INSURANCE

The date you will become insured depends on the date your application is completed and your eligibility date:

Application Completed

On or before your Eligibility Date

Within 30 days after your Eligibility Date

More than 30 days after your Eligibility Date

Commencement of Coverage

Your Eligibility Date

The date your application is completed

The date Canada Life has in writing either approved evidence of your insurability or waived such requirement.

If you are not Actively at Work on the date your coverage should commence, you will become insured when you are Actively at Work.

DEFINITIONS

Actively at Work means that you are

- (a) actually performing your normal duties, if it is a scheduled work day, or
- (b) capable of performing your normal duties, if you are not at work due to a non-scheduled work day, holiday or vacation, at your normal place of employment or at some other location where your employer's business requires you to be.

Earnings means your gross base earnings from your employer, excluding any income you receive from your employer such as bonuses and overtime, etc.

Pregnancy includes childbirth or miscarriage and any disease or infirmity resulting from or aggravated by the pregnancy.

Pregnancy leave of absence means

- (a) any period of pregnancy leave taken by you pursuant to Provincial or Federal statute or pursuant to a mutual agreement between you and your employer, or
- (b) any period of pregnancy leave which your employer requires you to take pursuant to Provincial or Federal statute.

CHANGES IN COVERAGE

Changes in coverage due to dependency status or gross salary will take effect on the date of the change. You must be actively at work in order for such changes in your insurance to take place; otherwise, such changes will take effect upon your return to active employment.

In order for the change in benefit to occur, Canada Life must also be properly notified by Timberjack Inc. Canada Life will provide a revised certificate outlining your new coverage. Please check each new certificate for accuracy.

TERMINATION OF INSURANCE

If your employment is terminated your Life, Accidental Death and Dismemberment, Sickness and Accident and Long Term Disability coverage will cease at the end of the day on which your employment is terminated. Your Pay Direct Drug, Dental, Vision Care Benefit and Major Medical coverage will cease at the end of the calendar month in which your employment was terminated.

If this group insurance policy is terminated, your coverage under this policy will terminate at midnight on the effective date of policy cancellation.

CONTINUATION OF INSURANCE DURING ABSENCE AND LAY-OFF

If you are absent from work due to non-occupational accident or sickness, Timberjack will continue payment of your premiums for all benefits for a period of up to twelve months following the month in which your absence commences.

If you are absent from work due to an accident for which you are eligible and receiving Workers' Compensation benefits, Timberjack will continue payment of your premiums for all benefits for a period of up to twenty-four months following the month in which your absence commences.

If you are absent from work due to lay-off, Timberjack will continue payment of your premiums for the Life, Accidental Death and Dismemberment, Pay-direct Drugs, **Vision Care**, Dental and Major Medical benefits for a period of up to two months following the month in which your absence commences. Your Sickness and Accident and Long Term Disability coverage will cease immediately.

If you continue to be absent from work after the periods of Timberjack premium payments as noted above, you may pay the premiums to continue your Life, Pay-direct Drug, Dental and Major Medical coverage until the earliest of your return to active work, the date your seniority terminates, or the date on which these coverages would have terminated had you not been absent from work. Please note that these benefits must be taken as a package, they are not available in any other combination.

YOUR ELIGIBLE DEPENDENTS

Dependents eligible for benefits are either your spouse or common-law spouse and each unmarried child, step-child, adopted child or common-law child who is under 21 years or under 25 if attending an accredited educational institute, college or university on a full-time basis, except for Orthodontics where a Dependent Child must be under age 19 when the course of treatment commences. Anyone who is in full-time service in any naval, military or air force will not be eligible as dependents.

The attainment of any maximum age specified above will not terminate the coverage on your insured dependent child if at the time your child is incapable of self-support due to mental retardation or physical handicap and relies upon you for support and maintenance.

Common-Law Spouse means a person of the same, where applicable by law, or opposite sex whom you publicly represent as your spouse and have been living with for 3 months.

Common-Law Child means a child of your common-law spouse from another relationship who resides with and is in the care and custody of you and your common-law spouse.

COMMENCEMENT OF YOUR DEPENDENT'S INSURANCE

Your dependent's insurance will commence on the same date as your insurance if you request dependent coverage on your application. If you complete your application more than 30 days after your eligibility date, evidence of your dependent's insurability may also be required.

If you have no dependents when you become insured and later acquire a dependent, you must complete an application for insurance. The earliest date this coverage will commence depends on the date the application is completed:

<u>Application Completed</u>	<u>Commencement of Coverage</u>
Within 30 days after you acquire the dependent	The date the application is completed
More than 30 days after you acquire the dependent	The date Canada Life has in writing either approved evidence of your dependent's insurability or waived such requirement.

Once you have dependent coverage, an additional child will automatically become insured on the date the child qualifies as your dependent. It is your responsibility to contact the Benefits Administrator to enroll your new dependent on the plan.

If your dependent other than a new-born is confined in a hospital when coverage should commence, coverage will not begin until his/her discharge.

You must complete a new application if you wish to add or change a legally married or common-law spouse.

LIFE INSURANCE BENEFIT

You are automatically insured for an amount of Life insurance equal to \$44,000*.

You may elect an additional Life insurance amount of \$44,000*. If the election is made within 31 days of becoming eligible for the coverage, no evidence of insurability is required. If the election is made after the 31 day period, satisfactory evidence of insurability will be required.

If you retire prior to age 65, your amount of Life Insurance will remain unchanged until your 65th birthday and \$7,000 thereafter.

* Life Insurance amount is \$45,000, effective April 1st, 2004

Life Insurance amount is \$46,000, effective April 1st, 2005

Beneficiary

Your named beneficiary will be paid a lump sum amount in the case of your death. You may appoint one or more beneficiaries or change your appointment at any time by completing a Change in Beneficiary Form obtained from your employer. Any amount of insurance for which there is no beneficiary will be payable to your estate.

Extended Disability Benefit

If you should become totally disabled prior to age 65 and remain disabled for at least 6 months, your Life Coverage will remain in force. Satisfactory proof of disability must be submitted within 12 months of the commencement of disability and when requested thereafter. The termination of the policy will not affect the continuation of your insurance under the Extended Disability Benefit.

Conversion of Your Life Insurance

You may convert your Group Life Insurance to an Individual Life Policy upon termination of your employment. You must be under age 65 to convert but evidence of insurability is not required. The policy may be a One Year Term Plan or A Level Term to 65 Plan that Canada Life then issues. For limits on the amount of insurance that may be selected please see your employer. It will not include any provision for disability, accidental death or other special benefit.

An application and the first premium due for the individual policy must be received by Canada Life within 31 days after the termination of your group coverage. In the case of your death during this 31 day period, the amount of insurance, subject to any limits, will be paid to your named beneficiary.

Termination of Coverage

Subject to the terms of the TERMINATION OF INSURANCE and CONTINUATION OF INSURANCE DURING ABSENCE AND LAYOFF both on page 4 and Extended Disability Benefit on page 6, your Life coverage will cease on the earliest of the following events:

1. Termination of your employment.
2. If you should die.
3. If you enter the armed forces on a full-time basis.
4. Termination of the contract or coverage on the Group, Division, or Class to which you belong.
5. Failure to remit any premium contributions which are required of you.

DEPENDENTS LIFE INSURANCE BENEFITS

(Not applicable to Retirees)

Spouse \$8,000* Each Child \$8,000*

*\$9,000 effective April 1st, 2004

*\$10,000 effective April 1st, 2005

Benefits for children commence after birth.

Extended Disability Benefit

If you qualify for the Extended Disability Benefit under the Life Insurance coverage, your Dependents Life Insurance will also be continued.

Conversion of Your Spouse's Life Insurance

You, if living, otherwise your spouse, may ask Canada Life to issue an Individual Life Policy upon termination of your employment, death, or termination of the policy. Evidence of insurability is not required. The policy for your spouse may be a one year Term Plan or a level Term to 65 Plan that Canada Life then issues. For limits on the amount of insurance that may be selected please see your employer. It will not include any provision for disability, accidental death or other special benefit.

An application and the first premium due for the Individual Policy must be received by Canada Life within 31 days after the termination of your group coverage. In the case of your spouse's death during this 31 day period, the amount of insurance, subject to any limits, will be paid to you.

Termination of Coverage

Subject to the terms of TERMINATION OF INSURANCE and CONTINUATION OF INSURANCE DURING ABSENCE AND LAYOFF both on page 4, your Dependent Life Coverage will cease on the earliest of the following events:

1. Termination of your employment.
2. If you should die.
3. If you enter the armed forces on a full-time basis.
4. Termination of the contract or coverage on the Group, Division, or Class to which you belong.
5. On the first of the month coincident with or immediately following retirement.
6. Failure to remit any premium contributions which are required of you.

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BASIC ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

FOR HOURLY EMPLOYEES OF

TIMBERJACK INC.
(Not applicable to Retirees)

POLICY BSC 9018946

AMERICAN HOME ASSURANCE COMPANY

The Basic Accidental Death and Dismemberment plan covers you 24 hours a day, anywhere in the world, for specified accidental losses occurring on or off the job. If you suffer any of the losses listed below in the schedule of losses as the result of an accidental injury which results directly and independently of all other causes and the loss occurs within 365 days of the date of the accident, the benefits indicated below will be paid.

Who is Covered?

All full-time, hourly employees under the age of 65 who are insured under the Timberjack Inc. current Group Life Insurance Policy.

Amount of Coverage

Benefit equal to amount payable under the Timberjack current Group Life Insurance Policy.

Schedule of Losses

<u>Payable</u>	<u>Amount</u>
Loss of Life.....	100%
Loss of Both Hands.....	100%
Loss of Both Feet.....	100%
Loss of Entire Sight of Both Eyes.....	100%
Loss of One Hand and One Foot.....	100%
Loss of One Hand and the Entire Sight of One Eye.....	100%
Loss of One Foot and the Entire Sight of One Eye.....	100%
Loss of One Hand.....	50%
Loss of One Foot.....	50%
Loss of The Entire Sight of One Eye.....	50%

"Loss" as above used 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; and as used with reference to eye means the irrecoverable loss of the entire sight thereof.

If you suffer more than one loss as a result of the same accident, the total benefit payable will not exceed 100% of the benefit amount for which the insured person is covered.

Exposure and Disappearance

If by reason of an accident covered by the policy an Insured Person is unavoidably exposed to the elements and, as a result of such exposure suffers a loss for which indemnity is otherwise payable hereunder, such loss will be covered under the terms of the policy.

If the body of an Insured Person has not been found within one year of disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then it shall be deemed subject to all other terms and provisions of the policy, that such Insured Person shall have suffered loss of life within the meaning of the policy.

Beneficiary Designation

In the event of Accidental Loss of Life, benefits shall be payable as designated in writing by the Insured Person under the Timberjack current basic group life insurance policy. In the absence of such designation, benefits shall be payable to the Estate of the Insured Person.

All other benefits shall be payable to the Insured Person.

Exclusions

The accident insurance plan does not cover any loss resulting from:

- . Suicide or self-inflicted injuries while sane or insane;
- . Full-time service in the Armed Forces of any country, or performing police duty as a member of any military organization;
- . Declared or undeclared war or any act thereof;
- . Injuries received during aircraft travel except for the purposes of transportation where the member is travelling as a passenger.
- . Bodily or mental infirmity, hernia, ptomaine, bacterial infections or diseases or illness of any kind;
- . Engagement in a felonious enterprise or as a consequence of engagement in such enterprise.

CLAIM PROCEDURES

If you should die or suffer a dismemberment, your employer will provide the necessary claim form. Proof of death or loss should be submitted as soon as reasonably possible.

TERMINATION OF COVERAGE

Subject to the terms of Termination of Insurance and Continuation of Insurance during absence and lay-off, your A.D.&D. coverage will cease on the earliest of the following events:

1. Termination of your employment.
2. If you should die.
3. On the first of the month coincident with or next following your retirement.
4. If you enter the armed forces on a full-time basis.
5. Termination of the Contract or coverage of the Group, Division, or Class to which you belong.
6. Failure to remit any premium contributions which are required of you.
7. At the end of any Timberjack premium payment periods as noted in Continuance of Insurance during absence and lay-off.

This description is a summary of the principal features of the Plan which is covered by the terms of the insurance contract with the American Home Assurance Company.

SICKNESS AND ACCIDENT BENEFIT

(Not applicable to Retirees)

You will be paid a weekly income of \$500.00* if you become incapable of performing your substantial duties while insured as a result of injury, disease, pregnancy, illness or mental disorder. Benefits are paid only if you are under the continuing care of a legally licensed physician or surgeon.

* \$525 effective April 1st, 2004
\$550 effective April 1st, 2005

The maximum number of weekly payments will be applied separately to each continuous period of disability. A continuous period of disability means all periods of disability due to the same or related cause except if separated by more than 14 days during which you are not disabled.

Commencement of Benefits

Your benefits will commence on the earlier of:

1. The 4th day of a disability caused by sickness.
2. The 1st day of a disability due to an accident.
3. The 1st day of hospitalization or out-patient surgery.

Maximum Benefit Period

During any one period of disability, your benefits will continue until you recover or retire or have received a maximum of 26 weeks in benefits, whichever is earlier.

Cessation of Benefit Payments

Your weekly payments will cease on the earliest of the following events:

1. The date you are no longer totally disabled.
2. The date you have received benefit payments for 26 weeks.
3. The date you reach age 65. However, if you have not yet received 15 weeks of benefit payments for your disability, benefit payments will continue during the disability until you have received benefit payments for 15 weeks.

Exclusions

No amount of benefit will be payable for any charge that resulted either directly or indirectly from, or was in any manner or degree associated with, or occasioned by, any one or more of:

- a) intentionally self-inflicted injury.
- b) war, insurrection or hostilities of any kind whether or not you were a participant in such action.
- c) participation in a riot or civil commotion,
- d) committing or attempting to commit a criminal offence or provoking an assault.
- e) Any period that you are engaged in any business or occupation.
- f) Any period while you are permanently or temporarily outside of Canada or the United States. Any disabilities or benefits payable during such period will not be considered as eligible until such date as you return to Canada or the United States.
- g) Any period that you are offered an alternative job for which you are reasonably suited, and capable of performing.
- h) The period during which you are on leave of absence, including Pregnancy Leave of Absence and you are insured for this benefit, if you become disabled while on leave of absence, the leave of absence will be deemed to end on the day before the date on which you are scheduled to return to work.
- i) Any period that you are entitled to receive benefits under any Workers' Compensation Act.
- j) If you are not following the appropriate treatment as recommended by your attending physician.

How to Submit a Claim

Claims Forms are available from the Company Nurse. The Employer's Portion of the Claims Form will be completed for you. You must arrange to complete the Employee's Portion and the Attending Physician's Statement. The Claims Form should then be returned to the Company Nurse for forwarding to Canada Life. It is important to complete the form in full and submit it immediately but no later than 90 days after the commencement of disability.

If the Group Insurance Policy terminates, no payment will be made for any claim unless proof is submitted within 90 days of the termination date.

Integration of Benefits

Benefits will be reduced by the amount of any payments you are entitled to receive under the Canada/Quebec Pension Plan or any Government legislated No-Fault Automobile Insurance Program. If you have not applied, or applied and have not received notice, Canada Life will estimate your benefits until they receive written notice that your application has been declined.

Termination of Coverage

Your Weekly Indemnity coverage will cease on the earliest of the following events:

1. Termination of your employment.
2. If you should die.
3. If you enter the armed forces on a full-time basis.
4. Termination of the contract or coverage on the Group, Division, or Class to which you belong.
5. On the date you retire or reach age 65, whichever is earlier.
6. On the date you commence layoff.

LONG TERM DISABILITY BENEFIT

(Not applicable to Retirees)

You are eligible to be insured for the Long Term Disability benefit upon the attainment of two years seniority.

Your benefit will be \$1,517* per month.

* \$1,625 per month, effective April 1st, 2004

\$1,733 per month, effective April 1st, 2005

Benefit payments are taxable.

Benefits will commence on the expiry of your Sickness and Accident Benefit payments or 182 calendar days whichever occurs later. Long Term Disability benefit payments will terminate on the earlier of your cessation of disability, death or attainment of age 65. However, should you complete the elimination period after your 64th birthday but prior to your 65th birthday, the monthly payments will continue beyond age 65, until a total of 12 monthly payments have been made.

You will be paid a monthly amount after the elimination period if you become disabled while insured. Benefits are paid only if you are under the continuing care of a legally licensed physician or surgeon. For a disability arising from any medical condition, you must be receiving appropriate treatment as agreed upon by Canada Life and your treating physician. We reserve the right to seek and accept an independent medical opinion from a physician specialized in the treatment of the medical condition.

You must be disabled for a continuous period due to the same or related causes. A continuous period of disability includes all periods which are not separated by more than 14 days during the elimination period or six consecutive months after the elimination period.

Definition of Disability

Disabled and Disability means that due to injury, disease, illness, pregnancy or mental disorder you are not able to perform the essential duties of your regular occupation during the elimination period and the succeeding 12 months. Thereafter, it means that you are not able to earn at your own or any other occupation more than 75% of your pre-disability monthly earnings for which you are reasonably fitted by education, training or experience.

Rehabilitation Provision

To help you recover while still receiving payments, you may engage in a Canada Life approved rehabilitation program. Training or work performed in such a program allows you to receive increased income.

Canada Life's monthly benefit will only be reduced when the total monthly income you receive from Canada Life, the sources described in the Integration of Benefits provision plus the gross income from your rehabilitative program exceeds 100% of your pre-disability monthly income. If your total monthly income exceeds 100% of your pre-disability monthly income, your benefit will be reduced by the amount in excess of your pre-disability monthly income. Should your participation in an approved rehabilitation program cease, the terms of this Rehabilitation Provision will no longer apply.

Integration of Benefits

Benefits will be reduced by any amount by which your monthly benefit, plus all income from any of the following sources (including those public pension plan disability benefits payable to you on behalf of your dependents), exceeds 85% of your pre-disability gross earnings:

1. Disability benefits payable under the Canada/Quebec Pension Plan.
2. Earnings or payments from any employer (subject to the terms of Rehabilitation Provision, above).
3. Disability benefits payable under any other group or franchise plan.
4. Disability and income replacement benefits payable under any government plan (excluding Employment Insurance benefits).
5. Benefits payable under any workers' compensation act.
6. Retirement or pension benefits provided by an employer and/or a government.
7. Income replacement indemnity payable under any plan of automobile insurance.
8. Earnings recovered through a legally enforceable cause of action against some other person or corporation (in accordance with provisions under Third Party Liability);

This benefit will not be reduced by amounts received under an individual policy. If the amount of benefit, reduced as described above, plus the amount of benefit from a professional or association plan exceeds 100% of pre-disability income, the benefit will be further reduced to the extent necessary so that the gross monthly income from all sources does not exceed 100% of pre-disability income.

Exclusions

No amount of benefit will be payable for any charge that resulted either directly or indirectly from, or was in any manner or degree associated with, or occasioned by, any one or more of:

- a) intentionally self-inflicted injury,
- b) war, insurrection or hostilities of any kind whether or not you were a participant in such action,
- c) participation in a riot or civil commotion,
- d) committing or attempting to commit a criminal offence or provoking an assault.
- e) The period during which you are on leave of absence, including Pregnancy Leave of Absence, and you are insured for this benefit if you become disabled while on leave of absence, the leave of absence will be deemed to end on the day before the date on which you are scheduled to return to work.
- f) Any period while you are permanently or temporarily outside of Canada or the United States. Any disabilities or benefits payable during such period will not be considered as eligible until such date as you return to Canada or the United States.
- g) If you are not following the appropriate treatment as recommended by your attending physician.

Pre-Existing Limitation

No benefit will be payable with respect to any disability that is directly or indirectly related to or results from injury, disease, illness, pregnancy, mental disorder or any other condition with respect to which you did any of the following within the 90 day period prior to the date on which you became insured:

- a) visited or consulted a physician or paramedical practitioner,
- b) took tests or received treatment (including but not limited to taking pills, injections or other medication for any condition such as high blood pressure, diabetes, multiple sclerosis, etc.).

This limitation will not apply after you have been continuously insured under this benefit for at least one year.

Extension of Benefits

If you are disabled at the time of termination of employment or cancellation of the plan, your payments will continue to be paid for that one period of disability, provided you are entitled to this benefit.

How to Submit a Claim

Claim Forms are available from your employer. This form must be completed in full and submitted immediately but no later than 90 days after the elimination period. It is in your best interest to submit your claim as soon as possible since it helps to ensure prompt payment.

If the Group Insurance Policy terminates, no payment will be made for any claim unless proof is submitted within 90 days of the termination date.

Termination of Coverage

Your Long Term Disability Coverage will cease on the earliest of the following events:

1. Termination of your employment.
2. If you should die.
3. If you enter the armed forces on a full-time basis.
4. Termination of contract or coverage on the Group, Division, or Class to which you belong.
5. On the earlier of the date you retire or reach age 65 less the qualifying period.
6. The date you commence layoff.

Charges incurred for the following are not covered whether or not they have been prescribed for medical reasons.

1. All nicotine resin containing products.
2. Atomizers, appliances, prosthetic devices, colostomy supplies, first aid kits or equipment, electronic diagnostic monitoring or testing equipment, non-disposable insulin delivery devices, delivery of extension devices for inhaled medications (such as "Rotohaler", "Diskhaler", "Aerochamber"), spring loaded devices used to hold lancets, alcohol, alcohol swabs, disinfectants, cotton, bandages or supplies and accessories for the aforementioned.
3. Oral vitamins, minerals, dietary supplements, infant formulas or injectable total parenteral nutrition (TPN) solutions, whether or not such a prescription is given for a medical reason, except where Federal or Provincial law requires a prescription for their sale.
4. Diaphragms, condoms, contraceptives jellies/foams/sponges/suppositories, intrauterine devices (IUD's), contraceptive implants, or appliances normally used for contraception, whether or not such a prescription is given for a medical reason.
5. Proprietary medicines bearing a GP (general product) number, as defined in Division 10 of the Food and Drug Act; Homeopathic preparations.
6. Prescriptions dispensed by a physician, clinic, dentist or in any non-accredited hospital pharmacy, or for treatment as an inpatient or out patient in a hospital, including investigational status drugs and emergency status drugs, unless otherwise approved by Canada Life.
7. All preventative immunization vaccines and toxoids.
8. All allergy extracts, compounded in a lab, and not bearing a DIN.
9. Items deemed Cosmetic (even if a prescription is legally required), such as topical minoxidil or sunscreens, whether or not such a prescription is given for a medical reason.
10. Any medication which the person is eligible to receive under the applicable Provincial Drug Benefit Plans.
11. Supplies for recreation or sports, whether or not they are medically necessary.

Lost or Stolen Cards

Lost or stolen cards should be reported immediately, in writing, to the servicing Canada Life Regional Office. Upon receipt of written notice, a replacement card will automatically be issued with a new issue number. In most cases, the pharmacist will not honour the lost or stolen card because the name on the prescription will be different from that on the card. However, if you notify Canada Life immediately it will greatly reduce the risk of fraudulent claims being paid.

VISION CARE BENEFIT

(Not applicable to Retirees)

- Vision Care - Eye Glasses or Contact Lenses** - \$125* in any 24 consecutive months. Reimbursement is 100%, deductible is Nil.
*\$150, effective April 1st, 2004
\$175, effective April 1st, 2005

- Contact Lenses** - \$200 lifetime maximum if visual acuity is improved to the 20/40 level which is not possible through eye glasses.

An eye examination (including eye refractions) in two consecutive calendar years for each individual age 21 or over and in each calendar year for individuals under 21 years.

Limitation

Charges defined above may be included only to the extent that they are recommended or approved by a legally licensed physician, surgeon, ophthalmologist or optometrist.

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MAJOR MEDICAL COVERAGE

HOSPITAL BENEFIT

You will be paid the difference between the public ward allowance under the Provincial Hospital Plan and the semi-private charge for each day you or your dependent is confined in a Licensed Hospital due to injury, disease, illness, mental disorder or pregnancy.

Extension of Benefits

If you or your dependent are disabled at the time of termination of your employment, hospital charges as a result of such disability will continue to be paid up to 90 days, provided the benefit remains in force.

How to Submit a Claim

Claim Forms are available from your employer. This form must be completed in full and submitted within 180 days after the end of the calendar year in which the claim was incurred.

If the Group Insurance Policy terminates, no payment will be made for any claim unless proof is submitted within 90 days of the termination date.

MEDI-PACK BENEFIT

Payment of Benefits

On behalf of each covered individual of your family, this Benefit pays 80% of all eligible expenses in excess of the deductible if the expenses are incurred in Canada and 100% of all eligible expenses if the expenses are incurred outside of Canada.

NOTE: The overall lifetime maximum for the Pay Direct Drug Benefit, the Hospital Benefit, the Vision Care Benefit and the Medi-Pack Benefit, combined, is \$250,000 for each covered person.

Deductible

The \$50 individual deductible* is applied once each calendar year to the eligible expenses incurred during that year. However, the maximum deductible per family per year is \$150 with no one member contributing more than \$50

"Deductible" means the amount of out-of-pocket expenses for which you are responsible, prior to consideration of payment of benefits.

Note: The deductible does not apply to expenses incurred outside Canada or for International Travel Assistance expenses (except for Medical Transportation and Hospital/Medical Payment Service expenses).

Eligible Expenses

Eligible expenses must be reasonable and customary and (except for expenses #1, #2 and International Travel Assistance expenses) recommended as medically necessary by a physician. Payment will be based on reasonable and customary charges in the area in which the treatment is rendered.

The following is a list of the items currently eligible for payment under this Group Plan. However, should your Provincial Health Plan alter to include any of these items, coverage under this Plan will automatically adjust in accordance with the approved legislation.

In order to avoid unnecessary out-of-pocket expenses you may wish to consult with your Administrator, prior to incurring any expense.

1. Professional services, prescribed in writing, of the following licensed, certified or registered paramedical practitioners (when operating within their recognized fields) up to the following levels:
 - a) Speech Therapist maximum - \$200 per person per calendar year.
 - b) Masseur - 12 treatments per person per calendar year with a \$7 per treatment maximum.
 - c) Psychologist - \$35 for the first visit; \$20 per hour for subsequent visits; \$200 maximum per person per calendar year.
 - d) Chiropractor - Nil deductible; 100% reimbursement of eligible charges; 20 treatments per person per calendar year; \$20 per treatment maximum; \$25 per person per calendar year for xrays by a chiropractor.

Under some circumstances, benefits may not be payable until the government plan concerned has paid its yearly maximum.

2. Services of a licensed or registered physiotherapist who does not have an agreement with OHIP. Payment is limited to the amount which would have been paid by OHIP if the physiotherapist was registered with them, up to \$225 per person per calendar year.
3. Services of a Registered Nurse (R.N.), while the patient is not confined to a hospital, provided the services are certified as medically necessary and ordered by a physician. If an R.N. is not available when needed, medically required nursing services of a Registered Nursing Assistant or a Licensed Practical Nurse will be eligible.

However, any such nurse must not ordinarily reside in the patient's home. Services of a nurse who is the spouse, child, brother, sister, or parent of yourself or your spouse, will not be considered.

NOTE: Payments are limited to 90 eight hour shifts per person per calendar year.

4. Diagnostic services performed at a hospital.
5. Hospital room and board charges, in excess of semi-private accommodation, for private accommodation.
6. Room, board and normal nursing care provided in a private hospital (for convalescent or chronic care, excluding custodial care) up to a maximum expense of \$10 per day for not more than 120 days.
7. Dental treatment necessitated by a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth. The accident and treatment must occur while coverage is in force. Treatment must begin within 90 days of the accident, and must be completed within one year. Payment will be made up to the fees set out in the Ontario Dental Association Suggested Fee Guide for General Practitioners in effect on the date of treatment.
8. Purchase of Prosthetic Appliances when authorized in writing by the patient's attending physician; standard type artificial limb or eye, splints, trusses, casts, cervical collars, braces (excluding dental braces), catheters, urinary kits, external breast prostheses (following mastectomies), ostomy supplies (where a surgical stoma exists), corrective prosthetic lenses and frames (once only for persons who lack an organic lens or after cataract surgery), custom-made boots or shoes or adjustments to stock item footwear or orthotics. (subject to a maximum of \$350 per person per calendar year).
9. Purchase or rental of the following Medical Equipment when authorized in writing by the attending physician: hospital bed, crutches, cane, walker, oxygen set, respirator (a device to provide artificial respiration), standard-type wheelchair and wheelchair repairs.
10. Glucometers and testing strips - maximum \$500 every 60 consecutive months. (No deductible; 100% reimbursement)
11. Bandages or surgical dressings, blood transfusions, plasma, radium and radioactive isotope treatments when authorized in writing by the patient's attending physician.
12. Transportation by a licensed ground and air ambulance services (the difference between the government agency allowance and the customary charge).

Outside Province Coverage

(Not applicable to Retirees)

The following Emergency treatment required by you or your dependent while temporarily absent from your province of residence because of business or vacation will be considered as eligible expenses:

13. **HOSPITAL ACCOMMODATION:** Reasonable and customary charges in excess of the amount paid by your provincial government health plan. If coverage expires after admission to hospital, benefits continue until discharge.
14. **DOCTOR BILLS:** Reasonable and customary charges made by a physician in excess of the amount paid by your provincial government health plan. If coverage expires after admission to hospital, benefits continue until discharge.
15. **REGISTERED PRIVATE NURSE:** Up to \$3,000 Cdn. at the usual and customary rate charged by a qualified nurse (RN) registered in the jurisdiction in which treatment is provided; when the attending physician stipulates in writing that additional nursing services are required.
16. **DIAGNOSTIC SERVICES:** Charges for laboratory tests and xrays when prescribed by the attending physician.
17. **AMBULANCE:** Ambulance service to the nearest qualified medical facility.
18. **AIR AMBULANCE:** The cost of air evacuation between hospitals for hospital admission in Canada when approved in advance by your provincial government health plan.
19. **PRESCRIPTIONS:** Reimbursement of drugs, serums and injectibles purchased on the prescription of a physician (vitamins, patent and proprietary drugs excepted). Requires original receipt from pharmacist, physician or hospital outside your province of residence showing name of prescribing physician, prescription number, name of preparation, date, quantity and total cost.
20. **MEDICAL APPLIANCES:** Cost of casts, crutches, canes, slings, splints and/or the temporary rental of a wheelchair will be reimbursed when required due to an accident which occurs, and when devices are obtained, outside your province of residence.
21. **DENTAL:** Up to \$1,000 Cdn. will be reimbursed for treatment by a dentist when necessitated by a direct accidental blow to the mouth. Treatments (prior to and after return) must be provided within 90 days of the accident: details of the accident must be provided to Canada Life.

TRAVEL ASSISTANCE SUPPLEMENT

(Not applicable to Retirees)

Benefit Amount - 100% of the eligible Charges.

The following services with respect to medical and personal emergencies required by you or your dependent while temporarily absent from your Province or Territory of residence because of business or vacation and not for health reasons.

- multilingual assistance by telephone 24 hours a day, 365 days a year, for the Insured or medical providers to obtain aid, assistance and exchange information, in matters relating to the insured services.
- referrals to physicians or medical facilities, if necessary.
- telephone interpretation service
- medical evacuation home or transportation to another medical facility. An economy fare ticket will be paid for transportation home.
- arrangements for direct payment, wherever possible, for physicians services, hospitalization and other insured services.
- assistance with lost documents or luggage
- communication with the physician who is treating the Insured to get an understanding of the situation and monitor the Insured's condition.
- sending and receiving of urgent messages
- help to locate Embassy or Consulate services
- the cost of returning the Insured's remains to their home. The Travel Assistance provider will arrange for the Insured's remains to be returned to their home. Expenses will be covered up to \$3,500. The Travel Assistance provider will arrange for all necessary documents.

(Continued on the next page)

TRAVEL ASSISTANCE SUPPLEMENT (Continued)

The Travel Assistance benefit includes the following services but you must receive approval by Canada Life first:

- additional accommodation expenses for beyond the original return date of a companion travelling with the Insured. This includes accommodation, meals, telephone and taxis or rental cars. Expenses will be covered up to \$150 per day with an overall maximum of \$1,500.
- return of a companion travelling with the Insured. If the Insured's travelling companion has forfeited their ticket because of a delay caused by the Insured's illness, injury or death, we will pay for an economy fare ticket home.
- return of children. If dependent children are left alone because of the Insured's illness, injury or death we will pay for an economy fare ticket home the Travel Assistance provider will arrange for a qualified attendant to accompany the children.
- visit of a family member. If the Insured is travelling alone and must be hospitalized for more than 10 days, we will pay for a round-trip economy fair ticket for a family member to visit.
- return of a vehicle to your home or the nearest rental agency. Expenses will be covered up to \$1,000.

Note: For specific details, please refer to your Canada Life Travel Assistance brochure which can be obtained through your employer.

Canada Life will not pay benefits if the insured's illness or injury resulted from an accident while operating a vehicle, vessel or aircraft while impaired by drugs or alcohol. Canada Life will also not pay benefits if the individual's disability resulted from an accident while their blood alcohol level was higher than 80 milligrams of alcohol per 100 millilitres of blood.

Extension of Benefits

If you or your dependent are disabled at the time of termination of your employment, Medi-Pack charges as a result of such disability will continue to be paid up to 90 days provided the benefit remains in force.

How to Submit a Major Medical or Drug Claim

Claim Forms are available from your employer. This form must be completed in full and submitted with the original bills within 180 days after the end of the calendar year in which the claim was incurred.

NOTE: To ensure prompt claims service, any receipts for drugs should include:

- your name or your dependent's name receiving the service or treatment
- the date and the type of each service or treatment
- the charge for each date
- the prescription numbers for prescribed drugs and medicine
- the name of the drug or the medicine

Any claims for Outside Province coverage should be handled by:

- submitting all initial bills to your Government Sponsored Plan in your province of residence (retain a copy before submission).
- resubmitting all receipts and itemized billing statements (including the Government Sponsored Plan) to Canada Life once your Government Sponsored Plan has paid their costs.

If the Group Insurance Policy terminates, no payment will be made for any claim unless proof is submitted within 90 days of the termination date.

Termination of Pay-Direct Drug and Major Medical Coverage

Subject to the terms of TERMINATION OF INSURANCE and CONTINUATION OF INSURANCE DURING ABSENCE AND LAYOFF both on page 4, coverage for you and your dependents will cease on the earliest of the following events:

1. Termination of your Employment. However, if you retire prior to age 65, your Hospital, Pay-Direct Drug and Medi-Pack (excluding Outside Province Coverage, Travel Assistance Supplement and Vision Care Benefit) coverages will continue until the first of the month coincident with or next following the day you attain age 65.
2. If you should die.
3. If you enter the armed forces on a full-time basis.
4. Termination of the contract or coverage on the Group, Division, or Class to which you belong.
5. The earlier of the first of the month coincident with or next following the day you attain age 65 and the first of the month coincident with or next following your retirement with respect to the Outside Province Coverage and Travel Assistance Supplement.
6. The first of the month coincident with or next following the day you attain age 65 with respect to the Hospital, Pay-Direct Drug and Medi-Pack benefits.
7. Failure to remit any premium contributions which are required by you.

Exclusions

No amount of benefit will be payable for any charge that resulted either directly or indirectly from, or was in any manner or degree associated with, or occasioned by, any one or more of the following:

- a) intentionally self-inflicted injury while sane or insurance,
- b) war, insurrection or hostilities of any kind whether or not you or your dependent were a participant in such action,
- c) participation in a riot or civil commotion,
- d) committing or attempting to commit a criminal offence or provoking an assault,
- e) any cause which entitles you or your dependent to apply for and receive indemnity or compensation under the Workers' Compensation Act,
- f) an examination by, or the services of, a physician or surgeon, if required solely for the use of a third party,
- g) any treatment to correct temporomandibular joint dysfunction,
- h) any service or treatment which you or your dependent would receive without being charged,
- i) any treatment deemed cosmetic, and
- j) any service incurred under this plan for which payment is prohibited by the Provincial Government plan in your province of residence.

DENTAL BENEFIT
(Not applicable to Retirees)

On behalf of each insured individual in your family, the Dental Benefit will reimburse you for dental expenses based on the percentages indicated in accordance with the 2002* Ontario Dental Association suggested Schedule of Fees for General Practitioners.

*2003 ODA, effective April 1st, 2004

2004 ODA, effective April 1st, 2005

Deductible

Your deductible per calendar year is nil.

Maximum Benefit

The maximum amount payable per individual for Non-Orthodontic Services is unlimited. The lifetime maximum per individual for Orthodontic Services is \$1,500.

Dental 1

Reimbursement is 100% of Insured Charges.

Maximum is unlimited.

Dental 3

Reimbursement is 50% of Insured Charges.

Maximum is unlimited.

Dental 4

Reimbursement is 50% of Insured Charges.

Maximum is \$1,500 in the lifetime per person.

Limitation

If you complete your application to become insured more than 30 days after your Eligibility Date, the maximum amount payable to you for charges incurred during the first twelve months of coverage under this Benefit provision will be \$250.00. The full coverage offered under this Dental Care Benefit will begin after twelve months.

If you complete your application for Dependent's insurance more than 30 days after your Eligibility Date or more than 30 days after first acquiring a dependent, the maximum amount payable for each dependent for charges incurred during the first twelve months of coverage under this Benefit provision will be \$250.00. The full coverage offered under this Dental Care Benefit will begin after twelve months.

If you or your dependent require any insured treatments or services, you will be reimbursed for such charges but only to the extent:

- a) that they are the least expensive service, supply or method of treatment which Canada Life determines will produce a professionally adequate result,
- b) that if the charge exceeds the least expensive service, Canada Life may provide payment based on the cost of alternative services which are defined in this provision as eligible charges,
- c) that the treatment for it has been performed, recommended or approved by a legally licensed dentist or denturist,
- d) that Canada Life is not prohibited from paying it by any applicable law of the jurisdiction where you reside at the time the charge is incurred.

Dental 1

"Pre-determination" required. (see page 39)

(This Dental section will be reimbursed at 100%). This covers the most common dental expenses:

- a) examinations
- b) x-rays
- c) preventive services such as oral hygiene instruction, polishing, and fluoride treatments
- d) extractions, including impacted teeth
- e) fillings
- f) space maintainers for dependent children
- g) diagnostic procedures
- h) anaesthesia
- i) consultations

Dental 1 Charges

A. Diagnostic

(1) Initial Examinations:

01101, 01102, 01103, 01201, 01301, 01401, 01501, 01601, 01701, 01801, but not more than one examination in any period of 3 calendar years.

(2) Recall Examinations:

01202, but not more than 2 examinations in any calendar year.

(3) Specific Examinations:

01203, 01204, 01302, 01402, 01502, 01602, 01702, 01703, 01802, 01902, but not more than one examination in any period of 6 consecutive months.

(4) Emergency Examination:

01205.

- (5) X-rays:
 - 02101, 02102, but not more than once in any period of 3 calendar years.
 - 02111 to 02125 inclusive, 02131 to 02136 inclusive.
 - 02141 to 02146 inclusive, but not more than twice in any calendar year.
 - 02201 to 02204 inclusive, 02209, 02401, 02402, 02409, 02701 to 02704 inclusive, 02709, 02931 to 02934 inclusive, 02939.
 - 2601, but not more than once in any period of 3 calendar years.
- (6) TMJ X-rays:
 - 02504, 02509.
- (7) Tests:
 - 04101, 04201, 04311 to 04313 inclusive, 04321 to 04323 inclusive, 04401, 04501, 04509.
- (8) Consultations:
 - 05101 to 05104 inclusive, 05109, 05201, 05202, 05209.
- (9) Tracing of Radiographs:
 - 02751, 02752, 02759.

B. Preventive

- (1) Prophylaxis:
 - 11101, 11107, 11109, but not more than twice in any calendar year.
- (2) Scaling:
 - 11111, 11117, 11119, but not more than twice in any calendar year, maximum of 1 unit per recall visit.
- (3) Preventive Recall Packages:
 - 11201 to 11203 inclusive, 11301 to 11303 inclusive, 11401 to 11403 inclusive, 11501 to 11503 inclusive, but not more than twice in any calendar year.
- (4) Fluoride treatment:
 - 12101.

- (5) Oral Hygiene Instruction:
13211 to 13214 inclusive, 13219, 13231, 13232, 13239, 13241, 13242, 13249, but not more than once in any period of 6 consecutive months.
- (6) Occlusal Equilibration:
43311 to 43314 inclusive, 43317, 43319, but not more than 8 time units in any calendar year.
- (7) Pit and Fissure Sealants:
13401, 13409.
- (8) Discing:
13701, 13702.

C. Minor Restorative

- (1) Caries, Trauma and Pain Control:
20111, 20119, 20121, 20129, 20131, 20139.
- (2) Amalgam Restorations:
21111 to 21115 inclusive, 21121 to 21125 inclusive, 21211 to 21215 inclusive, 21221 to 21225 inclusive, 21231 to 21235 inclusive, 21241 to 21245 inclusive.
- (3) Retentive Pins:
21401 to 21405 inclusive.
- (4) Stainless Steel, Plastic and Polycarbonate, applicable only to the Dependent children of an Employee while they are under 13 years of age:
22201, 22202, 22211, 22212, 22301, 22302, 22311, 22312, 22401, 22411, 22501, 22511.
- (5) Tooth Coloured:
23101 to 23105 inclusive, 23111 to 23115 inclusive,
23211 to 23215 inclusive, 23221 to 23225 inclusive,
23311 to 23315 inclusive, 23321 to 23325 inclusive,
23401 to 23405 inclusive, 23411 to 23415 inclusive,
23501 to 23505 inclusive, 23511 to 23515 inclusive.
- (6) Veneer Applications:
23121, 23122 (other than for cosmetic purposes).

D. Minor Surgical

(1) Extractions:

71101, 71109, 71201, 71209, 72111, 72119, 72211, 72219, 72221, 72229, 72231, 72239.

(2) Residual Root Removal:

72311, 72319, 72321, 72329, 72331, 72339.

E. Additional Services

(1) Anaesthesia, used in conjunction with an eligible dental expense:

92101, 92102, 92212 to 92219 inclusive, 92222 to 92229 inclusive, 92301 to 92309 inclusive, 92411 to 92419 inclusive, 92421 to 92429 inclusive, 92431 to 92439 inclusive.

(2) Professional Visits:

93111, 93112, 93119, 94101, 94102, 94301, 94302.

(3) Miscellaneous:

96101, 96102, 96202, 92341.

Dental 3

(This dental section will be reimbursed at 50%)

"Pre-determination" required. (see page 39)

The services included are:

- a) crowns and inlays
- b) fixed bridgework, removable partial dentures or complete dentures ("appliances"), including temporary dentures
- c) replacement of existing appliances
 - i) if necessitated by the extraction of additional natural teeth while insured under the plan
 - ii) if the existing appliance is at least 5 years old and cannot be made serviceable
 - iii) if an immediate temporary denture is replaced with a permanent denture within 12 months of the temporary installation
- d) maintenance of an existing appliance.

A. Removable Prosthodontics

(1) Complete Dentures:

51101 to 51104 inclusive, 51201 to 51204 inclusive, 51301 to 51303 inclusive, 51401 to 51403 inclusive, 51701 to 51703 inclusive, 51801 to 51803 inclusive.

(2) Temporary Partial Dentures:

51601 to 51603 inclusive.

(3) Acrylic Partial Dentures:

52101 to 52103 inclusive, 52111 to 52113 inclusive, 52201 to 52203 inclusive, 52211 to 52213 inclusive, 52301 to 52303 inclusive, 52311 to 52313 inclusive, 52401 to 52403 inclusive, 52411 to 52413 inclusive, 52501 to 52503 inclusive, 52511 to 52513 inclusive.

(4) Cast Partial Dentures:

53101 to 53104 inclusive, 53111 to 53113 inclusive, 53201 to 53203 inclusive, 53205, 53211 to 53213 inclusive, 53215, 53301, 53302, 53304, 53401 to 53403 inclusive, 53501 to 53503 inclusive, 53611 to 53613 inclusive, 53621 to 53623 inclusive, 53701 to 53704 inclusive, 53711 to 53713 inclusive.

(5) Denture Adjustments:

54201, 54202, 54209, 54301 to 54303 inclusive, 54401 to 54403 inclusive, 54501 to 54503 inclusive.

(6) Denture Repairs:

55101, 55102, 55201 to 55203 inclusive, 55301, 55302, 55401 to 55403 inclusive, 55501, 55509.

(7) Denture Relining:

56211 to 56213 inclusive, 56221 to 56223 inclusive, 56231 to 56233 inclusive, 56241 to 56243 inclusive, 56251 to 56253 inclusive, 56261 to 56263 inclusive.

(8) Denture Rebasing:

56311 to 56313 inclusive, 56321 to 56323 inclusive, 56331 to 56333 inclusive, 56341 to 56343 inclusive, 56411 to 56413 inclusive.

(9) Denture Tissue Conditioning:

56511 to 56513 inclusive, 56521 to 56523 inclusive.

(10) Resetting of Teeth:

56601, 56602.

(11) Other Services In-office and commercial laboratory charges (when applicable to the above procedures):

99111, 99333.

B. Fixed Prosthodontics

(1) Pontics:

62101 to 62103 inclusive, 62501, 62502, 62701 to 62703 inclusive

(2) Retainers and Abutments:

67010, 67102, 67121, 67129, 67131, 67139, 67201, 67202, 67211, 67212, 67301, 67302, 67311, 67312, 67321, 67322, 67331, 67341, 67501 to 67503 inclusive

(3) Repairs:

66111 to 66113 inclusive, 66119, 66211 to 66213 inclusive, 66219, 66301 to 66303 inclusive, 66309, 66711, 66719, 66721, 66729, 66731, 66739

(4) Retentive Pins in Retainers and Abutments:

69301 to 69305 inclusive

C. Major Restorative

(1) Inlay/Onlay Restorations

25111 to 25114 inclusive, 25121 to 25124 inclusive, 25131 to 25134 inclusive, 25511, 25521, 25531

(2) Retentive pins in Inlays, Onlays and Crowns

25601 to 25605 inclusive

(3) Crowns

27111 to 27114 inclusive, 27121, 27122, 27201, 27211, 27212, 27301, 27302, 27311, 27312, 27313, 27401, 27409

- (4) Veneer Applications, other than for cosmetic purposes

27601, 27602

- (5) Other Services

21301, 21302, 23601, 23602, 27401, 27409, 27501, 27502, 27711, 27721, 29101 to 29103 inclusive, 29109, 29301 to 29303 inclusive, 29309

Dental 3 Extension of Insurance

If an Insured's insurance under this provision terminates due to one of the reasons shown below and he has had a tooth prepared for a crown, bridge or denture prior to such termination, he will continue to be insured for any charges incurred with respect to such crown, bridge or denture during the 90 days after such termination:

1. Termination of an Employee's employment.
2. The Employee ceases to qualify under the definition of Employee.
3. Termination of this policy, except when this policy is replaced by a policy issued by another insurer.

Dental 3 Extension of Insurance on Replacement of this Policy

If an Insured is undergoing crown, bridge or denture work, the insurer with the policy in force at the date the appliance is installed will be responsible for the charges incurred.

Dental 3 Limitations

Charges for replacing an existing denture or bridgework will only be paid if such replacement is for an equivalent denture or bridgework and it meets one of the conditions shown below:

1. The existing denture or bridgework was installed at least 5 years prior to its replacement and cannot be made serviceable.
2. The existing denture or bridgework is an immediate temporary denture or bridgework, for which impressions were taken while the Insured is covered under this provision. The permanent replacement denture or bridgework must be placed within 12 months from the date of installation of the immediate temporary denture or bridgework.
3. The existing denture or bridgework is replaced because additional teeth have been extracted after the denture or bridgework insertion, and while the Insured is covered under this provision.

Dental 4

(This Dental benefit section is reimbursed at 50%)

"Pre-determination" required. (see page 39)

Charges incurred with respect to an Insured who is a Dependent child, for all necessary dental services or treatment which has as its objective the correction of malocclusion of the teeth.

Payment of Orthodontic Claims

Canada Life will pay for the charges incurred based on one of the following:

- (1) If an estimated cost of treatment is used in place of an itemized statement, Benefits for the insured cost of the charge will be payable on a monthly or quarterly basis as billed by the dentist. The average monthly Benefit will be the total estimated cost of treatment, less the initial costs (case diagnosis, initial appliance cost, treatment plan) divided by the number of months in the treatment plan as specified by the dentist.
- (2) If a separate estimate of the cost of the initial appliance is included, the first payment will be an amount equal to the insured cost of the appliance. The remainder of the payments will be as calculated in accordance with the terms of clause (1) above.
- (3) If a statement is submitted for each treatment as the charge is incurred, payment for the insured cost of the charge will be made as such charge is incurred.
- (4) Notwithstanding anything to the contrary in this provision, if an Insured described above incurs charges described in another section of this provision as part of a treatment described in this Dental 4 Charges section, then such charges will be deemed to have been incurred under this Dental 4 Charges section for the purpose of calculating Benefit Amounts and Maximum Benefit Amounts.

Exclusions

No amount of benefit will be payable for any charge that resulted either directly or indirectly from, or was in any manner or degree associated with, or occasioned by, any one or more of the following:

- a) any Group or Policyholder-Sponsored dental care or treatment
- b) any dental care or treatment for which you or your dependent are not legally obliged to pay
- c) any dental care or treatment which is principally for cosmetic purposes
- d) any appointments not kept or for the completion of claims forms
- e) any dental treatment that has as its purpose the correction of temporomandibular joint dysfunction
- f) any endodontic treatment commencing before you or your dependent became insured under this benefit:
- g) replacement of mislaid, lost or stolen appliances
- h) any crowns placed on teeth that are not functionally impaired by incisal or cuspal damage
- i) any crowns, bridges or dentures for which tooth preparations were made before you or your dependent became covered under this benefit
- j) any orthodontic expenses which were incurred before your dependent became covered under this benefit.

How To Submit a Claim

Claims Forms are available from your employer. For prompt payment, it is necessary that the claim form be completed in full.

Account bills or receipts for incurred covered charges in any calendar year under the Dental Benefit should be mailed directly to the Group Health Claims Department of The Canada Life Assurance Company on a monthly basis whenever possible.

A Standard Dental Health Care Form should be completed in full and submitted with original bills within 180 days after the end of the calendar year in which the claim was incurred for all covered charges. Your dentist will be required to complete a section of the Form so it would be advisable to take the Form with you on your appointment.

If dental expenses are estimated to be greater than \$500.00, you must submit a "Pre-determination" to Canada Life. A Pre-determination is simply an outline of the proposed treatment which is prepared by your dentist, prior to any work being performed. Canada Life will advise you of the portion that is covered by your company dental plan, enabling you to determine your costs for all types of treatment.

Alternate dental procedures, services, courses of treatment and materials will be taken into account when reviewing your proposed treatment plan. Payment for a less expensive procedure which will provide a professionally adequate result, may be made towards the cost of a more elaborate procedure or appliance chosen by you or your dentist.

Note: In order to determine benefits payable, Canada Life may require additional information such as:

1. A complete dental chart showing extractions, missing teeth, fillings, prostheses, periodontal pocket depths, and the date of any work previously done.
2. An itemized claim form for all dental care.
3. Preoperative X-rays, study models and laboratory reports.

Canada Life cannot pay the dental claim until the additional information requested is submitted.

If a delay is anticipated in the submission of a claim, a notice should be sent to the Canada Life with full details well in advance of the last day for filing proof.

If the Benefit Plan for your company terminates, no payment will be made with respect to any claim unless proof is submitted within 90 days of termination of the plan.

Submit Dental Claims to: Canada Life Assurance Company
 Benefit Services
 P.O. Box 4408
 Regina, Saskatchewan, Canada
 S4P 3W7

Termination of Coverage

Subject to the terms of TERMINATION OF INSURANCE and CONTINUATION OF INSURANCE DURING ABSENCE AND LAYOFF both on page 4, coverage for you and your dependents will cease on the earliest of the following events:

1. Termination of your employment.
2. If you should die.
3. On the first of the month coincident with or immediately following retirement.
4. If you enter the armed forces on a full-time basis.
5. Termination of the contract or coverage on the Group, Division or Class to which you belong.
6. The first of the month coincident with or next following the day you attain age 65.
7. Failure to remit any premium contributions which are required by you.

GENERAL PROVISIONS

COORDINATION OF BENEFITS

This plan includes a Co-ordination of Benefits Provision. This provision operates in the event that you, or your spouse, are covered under more than one Group Health and/or Dental plan, and allows the claimant to receive reimbursement of up to 100% of incurred expenses.

The majority of today's Plans include a Co-ordination of Benefits provision, however, if a plan does not have such a provision, it is always considered the first payor for all members of the family.

When both plans include the provision, the order of payment is as follows:

1. Your first payor is Canada Life, your second payor is your spouse's plan.
2. Your spouse's first payor is her/his plan and Canada Life is the second payor.
3. For dependent children, the first payor is the plan of the parent whose birthday is first in the year.

When eligible expenses are incurred, claims should be submitted to the first payor in the normal manner. When the first payor provides for partial reimbursement, expenses can then be submitted to the second payor for a total reimbursement by all payors of up to 100% of the expense.

When submitting under the second payor, include any information and payment details provided by the first payor.

If you have any questions, contact your Human Resources Department.

SURVIVOR BENEFIT

In the event that an employee or a retiree dies, any Pay Direct Drug, Major Medical and Dental coverage for which he/she was insured at the time of his/her death will continue for his/her eligible dependents until the end of the **sixth** month following the month in which the employee or retiree dies.

THIRD PARTY LIABILITY

If you or your dependent have the right to recover damages from any person or organization with respect to which benefits are payable by Canada Life, you will be required to reimburse Canada Life in the amount of any benefits paid out of the damages recovered.

The term damages will include any lump sum or periodic payments received with respect to (1) past, present or future loss of income, and (2) any other benefits, otherwise payable by Canada Life.

If you or your dependent receive a lump sum payment under judgement or settlement for benefits which would otherwise be payable by Canada Life, no further benefits will be paid by Canada Life until the benefits that would otherwise be payable equal the amount of the lump sum.

If a claim for damages is settled before trial, you will be required to reimburse Canada Life the amount that reasonably reflects the loss of benefits that would otherwise be payable by Canada Life.

You or your dependent must notify us of any action commenced against a third party and of any judgement or settlement in the circumstances described above.

PHYSICAL EXAMINATION AND AUTOPSY

A physician of Canada Life's choice may be required to examine anyone in respect to a claim. If required, payment will only be considered after the examination. Canada Life will pay all expenses of such examination. In the case of death, an autopsy may be performed.

LEGAL ACTION

No action or proceeding against Canada Life concerning a claim may be started within sixty days of the date on which initial proof of the claim is given to Canada Life, or more than one year (or longer by law) after the end of the period when initial proof of claim is required.