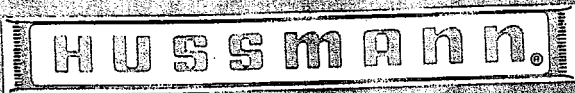


1998	CO 100
78	12 01
100	11 30
100	10 30
100	10 30

AGREEMENT

Entered into this
1st day of December, 1998

Between



HUSSMANN STORE EQUIPMENT

Of the City of Brantford
in the Province of Ontario

And the

**NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS
UNION OF CANADA
(CAW-CANADA), AND ITS LOCAL 897**

INDEX

ARTICLE #	DESCRIPTION	PAGE
Article I	Purpose of Agreement	1
Article II	Management Rights	2
Article III	Union Recognition	3
Article IV	Strikes and Lockouts	4
Article V	Union Activity	4
Article VI	Union Representation	4 - 6
Article VII	Grievance Procedure	6 - 8
Article VIII	Arbitration	8 - 9
Article IX	Discharges	9 - 10
Article X	Disciplinary Action	10
Article XI	Seniority	11 - 13
Article XII	Postings and Transfers	14 - 16
Article XIII	Layoffs and Recalls	16 - 20
Article XIV	Skilled Trades	20 - 23
Article XV	Leave of Absence	23 - 24
Article XVI	Temporary Transfers/Assignments	24
Article XVII	Bulletin Boards	25
Article XVIII	Production and Time Standards	25
Article XIX	Wages and Hours	26 - 29
Article XX	Plant Holidays	30 - 32
Article XXI	Vacation with Pay	32 - 36
Article XXII	Reporting Allowance	36
Article XXIII	Injury Allowance	37
Article XXIV	Safety and Health	37 - 38
Article XXV	Canteen Service	38
Article XXVI	Rest Periods and Wash-up Periods	38
Article XXVII	Social Security Benefits	40 - 51
Article XXVIII	Bereavement Pay	51
Article XXIX	Jury Duty and Witness Pay	51 - 52
Article XXX	Pension Plan	52 - 54
Article XXXI	General	55 - 56
Article XXXII	Termination Clause	56 - 57
Appendix "A"	Labour Grades, Classifications & Wage Rates	58 - 60
Appendix "B"	Extended Health Benefits	61 - 77

01883 (07)

— ARTICLE 1 —

PURPOSE OF AGREEMENT

1.01 This agreement seeks to enhance harmonious relations between the Company and employees, and to provide machinery for prompt and equitable disposition of grievances. Further to establish and maintain satisfactory working conditions, hours of work, wages and other conditions of employment for all employees who are subject to the provisions of this Agreement.

1.02 The word “employees” used in this agreement shall mean the hourly rated employees of the Company employed by it at its plant and any similar operations (warehouse or plants) at Brantford, Ontario.

For the purposes of this Agreement the word “employees” shall not include the following: Office Workers, other salaried employees, Plant Guards, Foremen and all other members of Management.

1.03 The Company recognizes the Union as the exclusive bargaining agent for its hourly employees with respect to wages, hours and working conditions.

Company employees who are not members of the bargaining unit will not normally perform work which falls within the scope of the bargaining unit.

The parties agree that in the event new products or changed models of existing products are being implemented by the Company, non-bargaining unit members may be used on pre-production work for start-up periods while the start-up is being accomplished.

1.04 Section 1: Non-Discrimination - The Company and the Union agree that there shall be no discrimination for or against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, handicap, age, family status, and marital status.

Section 2: Harassment - The Company and the Union agree that every employee must challenge harassment whenever it occurs. We must ensure that the dignity of our fellow workers is not threatened by harass-

ment. In addition, the Company and the Union agree that any resolution of a harassment complaint must reflect the serious nature of such acts, and send a clear signal that they will not be tolerated. During the investigation, a Company representative or a Union representative may be present, if the complainant agrees. All investigations will be handled discreetly, confidentially, and promptly.

Section 3: Where the male gender is used in this agreement, it is agreed that the female gender shall also be construed in the application and interpretation of this Agreement.

— ARTICLE II —

MANAGEMENT RIGHTS

2.01 It is the exclusive right of the Company to:

- a) Maintain order, discipline and efficiency,
- b) Hire, discharge, suspend, transfer, classify, promote, demote or otherwise discipline employees for just cause, subject to the right of an employee to grieve as herein provided, except that probationary employees do not have the right to grieve discharge.

2.02 Other rights and responsibilities belong solely to the Company, prominent among which, but by no means wholly inclusive, are the rights to decide the number and location of plants, the machine and tool equipment, the products to be manufactured, the methods of manufacture, the schedule of production, the processes of manufacturing or assembling, together with all designing, engineering, and the control of raw materials semi-manufactured, and generally controlling and directing the business of the Company.

2.03 The Company has the right to make and alter, from time to time, reasonable rules and regulations to be observed by employees. Advance notice/discussion with the Union will be held.

2.04 The Company agrees that these rights will be exercised consistent with the provisions of this Agreement.

— ARTICLE III —

UNION RECOGNITION

3.01 It is agreed that all present employees and new employees shall become and remain members of the union. Each employee shall contribute regular monthly union dues, initiation fees, and official assessments as prescribed by the National Constitution and By-laws, as certified to the Company in writing by the Union. In addition, the Company agrees to deduct dues as may be authorized by the CAV Canadian Region Skilled Trades Council, from the Skilled Trades Journeyman. The administration of this provision shall result in no liability to the Company.

3.02 All present employees of the Company, covered by this Agreement who are eligible to be and who are not members of the Union, will have an amount authorized by the Union deducted from their pay once each week.

3.03 All sums deducted, together with a record of those from whom deductions have been made, and the amounts shall be forwarded to the Financial Secretary of the local not later than the last day of the same month in which the deductions were made.

— ARTICLE IV —

STRIKES AND LOCK-OUTS

4.01 The Company agrees that there will be no lockout of employees during the term of this Agreement, and the Union agrees that there will be no strike during the term of this Agreement. It is understood that the terms "strike" and "lock-out" have the same meaning as in the definition of such terms in the Ontario Labour Relations Act as amended from time to time.

— ARTICLE V —

UNION ACTIVITY

5.01 The Union agrees that there will be no Union activity during working hours except that which is necessary in connection with the handling of grievances and the enforcement of this Agreement.

— ARTICLE VI —

UNION REPRESENTATION

6.01 The Company will recognize a plant committee of seven (7), consisting of a plant chairperson, four (4) zone committee persons, one (1) Committee Person for off-shift representation and one (1) for skilled trades.

A Committee person will represent Zones as follows:

Zone 1	Specialty, Sheet Metal, and Foam
Zone 2	Assembly, Line 1-5, Sick Bay, Mfg. Support
Zone 3	Assembly, Line 6, 7, 11 & 12, Coil, Old Woodshop
Zone 4	Stockroom, Shipping/Receiving, Warehouse Assembly, ID, and Paint
Zone 5	Second, Third and/or Fourth shift
Zone 6	Skilled Trades

Committee persons will represent zones where they are familiar with the work performed. In the event no Committee Person is assigned to work on a shift, the Union may name a steward to handle grievance matters through Step 1, discipline, and union-Company meeting on the unrepresented shift.

Provisions of Article 6.06 will apply to the extent that the steward will remain on his shift so long as he possesses the qualifications required for at least one (1) of the remaining jobs. If necessary, Zone changes will be made by mutual agreement between the Union and Company.

6.02 Plant Committee persons and the Plant Chairperson will have regular full-time jobs within the plant, that may be

interrupted as necessary for grievance handling, agreement administration and meetings with management. Such Union time will be subject to sign-out, sign-in and will be efficiently spent.

The foremen may require the Committee or Chairperson to delay leaving his regular duties for up to one-half hour if it is deemed necessary to production requirements.

Paid Union time will be at the employee's regular time rate and may be withheld if abused. Where a Union representative exceed regular scheduled hours, the representative will be paid under this provision at the applicable overtime rate, if such time is sanctioned by the Company. If the off shift committee person is required to attend meetings, sanctioned by the Company, he will **be** allowed to take the applicable time off work.

6.03 The Plant Chairperson will function on a plant-wide basis, and will be the in-plant union representative whom regular communications from Company management will occur. An office with a telephone for local calls will be provided for the chairperson **to** permit the efficient discharge of his responsibilities.

6.04 The Company will keep the Union informed of the names of its Supervisors and Manager; the Union will keep the Company informed of the names and zone assignments of committee persons and alternates replacing regular committee persons absent from work for one or more working days if an alternate is designated by the Union and the Company informed in advance.

6.05 Either the Company or Union may request a joint meeting to discuss Agreement administration matters and other topics of mutual interest. Such meetings will be arranged by the Plant Chairperson and Industrial relations, and will **be** scheduled within five (5) working days of the request.

The Company or Union may request the presence of the Union National Representative at such meetings.

6.06 The recognized Plant Committee will be retained in the employ of the Company during their term of office **so** long as there is work available, provided the Committee **person/Chairperson** has the qualifications required for at least one (1) of the remaining jobs. In the event the off-shift is discontinued, the designated committee person on this shift will **be** transferred to the day shift until the off-shift is restored.

— ARTICLE VII —

GRIEVANCE PROCEDURE

7.01 A grievance is defined as an alleged violation by the Company or a provision of the administration of a provision of the Agreement by an **employee(s)** or an established past practice which shall be limited to a practice consistently administered and agreed to **by** both parties.

No grievance shall be considered, the alleged circumstances of which occurred or could have reasonably become known to the grievor more than five **(5)** working days prior to its presentation to his supervisor. The time limitation **does** not apply to grievances regarding improper pay.

An alleged grievance shall first **be** discussed between the employee and/or his zone Committee Person with his foreman. The foreman's disposition shall be given within the next working day. Settlement reached at this stage is non-precedent setting and shall be viewed as settlements for the instant issue only.

Step 1 - Failing a satisfactory settlement of the complaint, within two **(2)** working days **of** the Production Supervisor's disposition, the grievance may be reduced in writing on a form supplied by the Company, which will provide a copy for the Union. Such forms will be completed and signed by the Zone Committee Person and employee, when available. The Zone Committee Person shall present the grievance to the Director Human Resources who shall schedule a meeting within three (3) working days. At this meeting, the Plant

Chairperson may invite the initiating Committee Person. The Director Human Resources may invite a management representative.

The Director Human Resources will give the Company's written response within three (3) working days following step 1 meeting.

Step 2 - If the Union chooses to appeal the grievance to step 2, the Plant Chairperson shall, within two (2) working days, so notify the Director Human Resources, who shall schedule a meeting within five (5) working days. At the 2nd step meeting, the Plant Chairperson may invite the Zone Committee Person and the Union National Representative to meet with the Company representatives. The Company will be represented by the Director Human Resources and the General Manager (or in their absence, a designated management member).

Within three (3) working days following the step 2 meeting, the Director Human Resources shall give the Company's written response to the grievance and promptly furnish a copy to the Plant Chairperson. If the Union chooses to appeal the Company's final answer to the grievance, it may do so in accordance with Article VIII.

7.02 In the event management fails to answer a grievance within the time limits set out above, the grievance shall automatically escalate to the next step.

In the event Union representatives fail to make a timely appeal within the time limits set out above, the grievance shall be deemed to have been dropped and no further appeal will be timely.

7.03 In the event unforeseen circumstances cause the parties a problem with the time limits or designated representatives as set out above, they may mutually agree to make special arrangements to satisfy the requirements of this grievance procedure.

7.04 A union policy grievance may be submitted by a plant Committee Person directly to Step 2 within five (5) working days or when the union became aware or

reasonably ought to have become aware of the circumstances giving rise to the grievance.

Such grievances will be confined to an alleged violation by the Company of a provision or the administration of this agreement or an established past practice which shall be limited to a practice consistently administered and agreed to by the parties which affect the bargaining unit and will not be used to by-pass the regular grievance procedure.

7.05 Once the grievance has been presented to the Company in writing, any interview of the grievant(s) regarding the grievance shall be held with his Union Representative present.

— ARTICLE VIII —

ARBITRATION

8.01 Failing settlement of the grievance as herein before provided in Article VII, the Union may submit the matter to the appropriate arbitrator listed below within fifteen (15) working days after the reply in 7.01 Step 2 is given. Such time may be extended by mutual agreement between the Union and the Company. If no written request for arbitration is received within such fifteen (15) working day period or extension, the grievance shall be deemed to have been abandoned. If appeal to Arbitration is made either party may notify an arbitrator and a copy of such notice be given to the other party. Such arbitrator shall be selected in rotation from the following panel of arbitrators:

W.B. Rayner • E.E. Palmer • H.D. Brown • Ian Hunter

Grievances concerning discharge or termination will be given priority over all other types of grievances.

8.02 No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate a settlement of the grievance.

The arbitrator shall hear the grievance, including any question as to whether a grievance is arbitrable, and issue a

decision, which shall be final and binding upon both parties and upon any employee affected by it.

Payment of the arbitrator's expenses and fees shall be divided equally between the Company and the Union.

8.03 The arbitrator shall not alter, modify or amend any part of this Agreement nor make any decision inconsistent therewith.

In matters respecting an employee's suspension or discharge, the arbitrator may direct any suitable arrangement deemed to be just and equitable under the circumstances including reinstatement of former job, reimbursement of net wages lost, etc., but such arbitrator shall not have the authority to deprive a reinstated employee of any of his attained seniority.

8.04 The Company and the Union will in good faith endeavor to develop an agreed written statement of facts and any such agreed statement may be submitted to the Arbitrator.

8.05 The Arbitrator will endeavor to answer within thirty (30) days of the conclusion of the hearing.

— ARTICLE IX —

DISCHARGES

9.01 In all cases, where a seniority employee is interviewed for and/or discharged, his union representative and the plant chairperson shall be present. If discharged, he shall be given an opportunity to be interviewed by his union representatives before he is required to leave the plant.

Should the plant chairperson or the employee, within five (5) working days of the discharge, protest such discharge in writing, it shall be treated as a grievance and dealt with at Step 2 of the grievance procedure.

9.02 At the time a seniority employee is discharged, the Company will notify the employee in writing of the reasons pertaining to his discharge with copy to the Union.

9.03 An employee may be discharged for omitting or falsifying relevant information on the Company's application for employment form or other employment related documents. Such discovery must occur within the first three years of employment. After three years of employment an employee will not be discharged for this offence.

— ARTICLE X —

DISCIPLINARY ACTION

10.01 When an employee is given a disciplinary interview, derogatory notation or disciplinary suspension, ~~the~~ meeting will be held in the privacy of an office with his Union Representative present.

10.02 The Union Representative shall sign derogatory notations, including disciplinary suspension in acknowledgment of its receipt and copies will **be** immediately issued to the employee and the Union.

10.03 All disciplinary action will be promptly administered by the Company, and within three (3) clear work days of the infraction, except where the infraction is discovered later and would not have been known to the Company.

10.04 The discipline record of an employee will **be** cancelled one calendar year from the date of issuance.

10.05 In an **effort** to provide that the discipline issued will be that which is warranted, a disciplinary suspension (not to include discharge) will not begin to be served for at least five (5) working days after the employee receives notice of such suspension unless the situation is such that the Company deems it necessary to remove the employee from the premises. The Company will look at each case on its own merit. Attendance is an example that may warrant an exception.

10.06 Working days in this clause shall be days on which the employee is actively at work.

— ARTICLE XI —

SENIORITY

11.01 Seniority shall mean an employees length of time with the Company from his original date of hire unless amended or lost under a provision of this Agreement.

11.02 Probationary employees shall become seniority employees upon completion of sixty (60) calendar days service exclusive of any layoff and/or plant vacation/shutdown, or any other period of time off work except as otherwise hereinafter provided, within any period of twelve (12) consecutive months. Time off work for legitimate reasons to a maximum of five (5) working days, which shall include plant holidays, will be considered as time worked in computing the probationary period.

The date of hiring of any employee placed on the seniority list after the expiration of his probationary period shall be considered to be sixty (60) calendar days prior to the date on which he attains seniority.

In the case of two or more employees acquiring seniority on the same date, they will be positioned on the seniority list in alphabetical order. Employees shall be considered probationary employees until they become eligible for the seniority list as herein provided. Probationary employees shall not have any seniority rights including the right to grieve a discharge, which occurs during their probationary period.

11.03 Plant wide seniority lists will be revised every three (3) months. Copies of the plant seniority list will be given to the union and copies shall be posted on a protected board. A list of employees' names and addresses will be given to the union upon request.

11.04 The senior seniority employee will have the preference of shift within his own specific classification, limited to one change each four (4) months. Such changes to be made at the start of a workweek. This four (4) month restriction shall not apply to an employee transferred to a different shift due to a reduction or layoff.

11.05 If an employee is transferred permanently from one department to another, the seniority acquired will also be transferred. In cases of temporary transfers, employees shall retain seniority in the original department from which transferred.

LOSS OF SENIORITY

11.06 An employee shall lose his seniority, and his name shall be removed from the seniority list, and his employment relationship with the Company terminated, for the following reasons:

- a) Voluntary resignation:
- b) Early retirement with the exception of employees identified in 27.12; attainment of normal retirement age unless the employee continues employment past his normal retirement date.
- c) Discharge for just cause and not reversed through operation of the grievance procedure;
- d) Continuous non-employment by the Company for a period of time equal to the full length of the employee's seniority at time of lay-off or a period of months, whichever is greater.
- e) If an employee is laid off and fails to notify the Company of his intent to return to work within two (2) working days after he has been notified by registered mail at his last address on record by the Company, and if having given notice as required above he fails to return to work within a further three (3) working days. The employee will be deemed to have received the registered letter on the day the post office attempts to deliver the letter, either by having someone sign for the letter, or by leaving a card indicating that the letter is to be picked up. If an employee is unable to comply within the prescribed time(s), for justifiable reasons, his name will not be struck from the seniority list. His name; however, may be passed over and the next in line of seniority may be recalled.

- f) Absence from work without justifiable reason for a period of three (3) working days.
- g) In an employee fails to return to work the first day following a leave of absence unless he has a justifiable reason.
- h) Incarceration exceeding twelve (12) months. If it is later proven that the employee was not guilty as charged, the time frame will be eighteen (18) months from the date his sentence commenced. Seniority shall freeze. Offenses against the Company are specifically excluded.

11.07 Employees transferred to classifications not subject to the provisions of this Agreement shall, when transferred back to the bargaining unit, be placed on the seniority lists in accordance with this Agreement. This clause will continue in effect for all employees covered by this clause, prior to the signing of the 1972 Agreement. After the signing of the 1972 Agreement, whenever an employee is transferred from the Bargaining Unit to a position outside the Bargaining Unit, and if he is transferred back to the Bargaining Unit, he will be credited with the seniority he accrued prior to his transfer outside the Bargaining Unit. Such returns will not result in the coincidental layoff of a bargaining unit member. For employees who leave the Bargaining Unit after the signing of the 1987 Agreement, the Company will not transfer such employees back into the bargaining unit if they have been out of the unit for a period of eighteen (18) months and or previously been transferred out of the Bargaining Unit. Effective December 1, 1995, employees cannot be transferred back to the bargaining unit if they have been out of the unit for a period of six (6) months and/or have previously been transferred out of the bargaining unit. Effective December 1, 1998, employees who transfer out of the bargaining unit cannot be transferred back to the bargaining unit. However, they may be hired as a new employee.

— ARTICLE XII —

JOB POSTINGS AND TRANSFERS

12.01 Group 1,2

An employee with plant-wide seniority desiring to make application to a job classification in-groups 1, and 2 will file an application for transfer with the Industrial Relations Department. The employee shall set forth on the application for transfer the job classification to which he wishes to be transferred and any physical limitations. It is understood that an employee may also transfer to a job classification in a specific department but may not select a particular task or work station. The Industrial Relations Department will transmit a copy to the foreman, and copy to the Union.

When filling such a vacancy, seniority shall prevail providing the employee has the physical capabilities.

12.02 Group 3 and Higher

- a) When permanent vacancies exist which the Company deems necessary to fill, the Company will post a notice of the vacancy for two (2) working days on all plant bulletin boards designated for this purpose. The Company will also post the subsequent vacancy. The notice will specify the nature of the job, the shift, qualification required and the rate of pay. An employee who wishes to be considered for the position posted shall signify his desire by making formal application to his immediate supervisor on a form supplied by the Company. The employee will receive a copy of his application at the time submitted initialed by his supervisor.
- b) When filling such vacancy, the position will be awarded to the most senior applicant who is capable of doing the job within a reasonable training period of up to five (5) working days. During this time period, the employee will be given adequate instruction in order to allow the employee to understand the job and the manner in which the job should operate efficiently, to pass inspection, to safeguard the safety of the employee, the safety of others, and to accomplish orientation appropriate to the job. The Company shall post on the plant bulletin

board its decision about the job posting within a period of seven (7) working days after the job vacancy was posted.

- c) Further vacancies will be filled from applications for transfer on file utilizing (b) above if qualified employees are identified.

12.03 Successful applicants to applications for transfer, job postings and new employees who commence employment as a trainee or as an experienced person, will be prohibited from applying to further postings for four (4) months except that employees applying for promotional jobs, that is higher paid jobs, within the same department shall not be subject to the four (4) month restriction. There shall be no limit on the number of such transfers to higher paid jobs, which any one individual may make within one department. This four (4) month restriction shall be waived if the job is eliminated, documented legitimate health reasons exist, or there is only one (1) applicant, fully qualified on his present job, to the posting/application for transfer.

12.04 If an employee fails to perform satisfactorily on the job to which he has been transferred under this article, he will be entitled to return to his former job if not filled or eliminated. In this situation, the employee will be viewed as "disqualified" and not eligible to bid for a job posting again for a four (4) month period from date of disqualification. However, the four (4) month restriction shall be waived for documented legitimate health reasons, or if there is only one (1) applicant, fully qualified on his present job, to the posting/application for transfer.

If his job has been filled or eliminated, he will return to his former job classification if his seniority permits. Failing this, he will be offered available work he is qualified to perform, and failing this, he will exercise his seniority under Article 13.

12.05 A successful applicant to application for transfer, job posting, return to home, or shift preference will have all other applications for transfer, return to home and shift preference on file cancelled. At the end of June and December of each calendar year, all application for transfer, return to home, and shift preference will be cancelled.

The Company will send a reminder of cancellation with the employees pay cheque in June and December of the pending cancellation. The employee may resubmit if he is still interested in moving to such classification.

12.06 Once the parties agree that it is unlikely for an employee to return to work, his job will be posted. Should the employee return, he will be placed as set out in 13.06.

— ARTICLE XIII —

LAYOFFS AND RECALLS

13.01 In the case of a temporary lay-off within a department of two (2) working days or less, the Company will endeavor to find temporary work in some other department, failure to find work in some other department the lay-off will then be made on the basis of plant wide seniority applied within the affected department, provided those who remain are qualified to perform the available work. No employee's total days of such temporary lay-off time will be greater than six (6) working days in a calendar year. The provisions of this clause shall not apply during the taking of physical inventory. Failure by an employee to alert his supervisor that he has accumulated five (5) days of temporary lay-off in the calendar year will relieve the Company of any financial liability under this provision.

The Company will inform employees prior to February 1 of the anticipated week of inventory. When physical inventory is scheduled, volunteers will be solicited. Failing an adequate number of volunteers, junior employees will be scheduled to work, using plant wide seniority. Normally, most or all the expeditors, inspectors, forklift operators, crane operators, and lead hands will be scheduled unless previously approved for vacation.

13.02 When it becomes necessary to decrease the workforce, excluding temporary lay-offs, the procedure outlined in this article will be in effect. Employees shall be laid-off on a plant wide basis as stated below:

1. Probationary employees shall be laid-off before any employee with seniority provided that employee with seniority is qualified to do the work available.
2. Seniority employees who are to be laid-off will be given 48 hours notice of lay-off, save and except the employee who is being laid-off as a result of being displaced by a more senior employee, and/or is not at work on the day notice is given. The union will be given a list of the employees who are being laid-off.
3. Seniority employees so affected shall be transferred elsewhere in the plant where work is available provided that they have the qualifications to perform the available work in accordance with their seniority and work experience as indicated on their skills record card. It is understood that an employee may transfer to a job classification in a specific department but may not select a particular task or work station. Assignments will be made by the Company and shall be consistent wherever possible with the employee's experience and skills as contained on his skills record card.
4. In the event of lay-off, the most junior employee(s) working in the plant will be laid off. Employees working in classifications not requiring a reduction will be held out of seniority unless a senior employee being laid off is able to perform the available work in accordance with his SRC's. Employees may exercise their seniority into labour group 1 and 2 irrespective of previous work experience providing they are physically able to perform the available work. In all cases, the Company will endeavor to keep senior employees on the shift they held prior to the lay-off.
5. Skills Record Card (SRC)
 - i) For reason of plant efficiency and the matching of qualified employees with production needs, a skills record card system will be employed by the Company.
Each seniority employee shall furnish a listing of job classification he has performed successfully above Labour Group two (2) in the past, and jobs the

employee believes he is fully qualified to perform with orientation (Refer to Article 12.02b). Each seniority employee shall be responsible for keeping his SRC updated by use of a form available from his supervisor. The employees Skills Record Card will be sent to each employee during the month January each year to let the employee up-date his for. Qualifications listed on SRC's will not be removed from SRC unless disqualified or medical reasons exist. Furthermore, a skill added to the employee's SRC will not be effective until the next lay-off /recall unless prior to the posting of such lay-off/recall indicated his new skill onto his SRC.

The supervisor and the zone Committee Person will resolve any disputes regarding the qualifications of an employee to perform a listed job classification. Failing to resolve the dispute, the matter will be forwarded to the Plant Manager and the Plant Chairperson for resolution. An appropriate trial period will be employed if necessary to determine qualifications.

- ii) Once the skills record cards are validated, the Company shall maintain them. The employees or the union will receive copies of any skills record cards upon request.
- iii) An employee who is transferred to an assignment under the terms of this Article and who is subsequently disqualified from the assignment shall be placed on lay-off status and his skills record card amended to delete those qualifications. If he has the seniority he will be transferred to grades 1 or 2.

13.03 In the event of a recall, the following will apply:

- i) Employees who have been transferred into another classification due to a reduction in the work force will not be automatically returned to their former, now vacant, home classification unless they have prior to the recall, indicated in writing their desire to return to the home classification from which they were reduced.
- ii) Following (i) above, the Company shall fill the vacancy from the applications ~~for~~ transfers utilizing 12.02 (b).

iii) Following (ii) above, The Company shall recall the most senior qualified employees on lay-off for the available work based on their skilled records card as required in 13.02 (5), to the highest paid classification available. If an employee recalled is dissatisfied with the shift he was recalled to, he can within two (2) working days from the date of recall, on the shift of his choice, displace the most junior qualified employee on that shift, providing the junior qualified employee, in accordance with his skilled records card, is able to perform the seniors classification. Such change will take place on the following Monday.

iv) Transferred employees shall be issued a return to home form.

13.04 The Company will notify the Union of the names of those being recalled to work.

13.05 If a seniority employee who is being recalled for a job with an anticipated duration of less than thirty (30) calendar days and who at that time is working for another employer, for which he receives wages and is not self-employed, he will be allowed to refuse his recall and will not lose seniority for this action. He must notify the Industrial Relations Department in writing if he becomes available for work during the thirty (30) calendar days, and may return if there is a vacancy he can fill. If the job develops into more than a month's duration, the employee will be recalled again, and his recall is subject to Article 11.06 (d).

Under no circumstances does this clause in any way guarantee one month's work or any other period of work and the Company cannot be liable if any employee is recalled and the work lasts less than thirty (30) calendar days.

13.06 In the event a seniority employee returns from an illness or injury, he will be reinstated in his former job provided he is able to carry out his regular duties. If he is unable to carry out his regular duties, such employee shall exercise his seniority under the lay-off provisions of the Collective Agreement in the same manner as if he had been displaced from his regular job due to lack of work.

The seniority employee who is being displaced from his present job under this clause will displace the most junior employee in his classification. Failing to obtain a job in that manner, he will exercise his seniority in a manner consistent with the lay-off procedure outlined in the Agreement.

— ARTICLE XIV —

SKILLED TRADES

14.01 Seniority in the skilled trades will be by non-interchangeable classifications only within the maintenance department or group departments.

14.02 An employee in a skilled trades classification shall have skilled trades seniority within his classification based on his service with the Company in such skilled trades classification.

If openings for new hires in any skilled trades classification occur, they will be posted throughout the plant and qualified journeymen currently working in other than skilled trades classifications will be given the opportunity of filling these vacancies before any new people are hired.

If such journeyman employee is disqualified or laid off within sixty (60) days of entering a skilled trades classification, such employee will be returned to the production group with full seniority.

If such employee completes sixty (60) calendar days in a skilled trades classification, then his seniority will be the date of entry into the trades for lay-off and recall purposes. His total Company seniority will be used for all other provisions under the Collective Agreement.

14.03 Production workers will not be permitted to exercise seniority to take them into the skilled trades classifications, and workers in skilled trades classifications will be permitted to exercise seniority to take them into the remainder of the bargaining unit classification only in the case where a skilled trades classification is discontinued. In which case the skilled trades employee may exercise his full seniority in the

remainder of the bargaining unit to displace a less senior employee whose work he is qualified and able to do, is accordance with the provisions of Article 13.

14.04 Notwithstanding Article 14.03 above in the event that an employee in a skilled trades classification should become medically unfit to continue in his skilled trade, the Company will endeavor to place him in a job elsewhere in the Bargaining Unit. While **so** placed he will retain his full seniority and should he again become capable of performing the work of his trade, he will be returned to his Skilled Trade classification with full recognition.

14.05 The term journeyman as **used** in this Agreement shall mean any person:

- a) Who is now employed by the Company in a skilled trades classification;
- b) Who has **served** a bona fide apprenticeship in one of the skilled trades and holds a certificate verifying such apprenticeship;
- c) Who has eight years of practical experience in the skilled trades classification in which he claims journeyman status and can prove such practical experience;
- d) A CAW journeyman's card will be accepted as sufficient proof.

14.06 Future employment with the Company in the skilled trades occupations shall hence-forth **be** limited to journeymen except as set forth in clause 14.07 below.

14.07 During any period when journeymen are unavailable, non-journeymen employees whose duties shall **be** to assist journeymen, may be hired or reclassified on a temporary basis to supplement the work force in a skilled trades classification, and shall be known as supplemental employees in **the** case of present employees, and new supplemental employee shall **be** offered first to seniority employees' second, to any laid-off with seniority who has the ability or an adaptable skill to do the work. If there are no laid-off employees eligible, new employees may be hired on a temporary basis.

A journeyman who becomes available either by hire or transfer for skilled trades classification to which a supplemental employee has been previously assigned will replace the supplemental employee who shall then be laid off or returned to his original department. The Company will endeavor to notify the skilled trade's representative with the names of employees being assigned skilled trades supplemental, prior to such assignment.

A supplemental employee shall not accumulate seniority within the skilled trades classification, but shall accumulate plant-wide seniority based on his total service with the Company which he may exercise to return to his former job or to apply for vacancies in the plant as provided elsewhere in the agreement.

14.08 In the event of a decrease in force in any skilled trades classification the following procedure shall apply:

- a) First supplemental then probationary employees will be laid-off from the skilled trade's classification affected.
- b) Any further reduction in any skilled trades classification will be by lay-off or transfer in inverse order of seniority within the skilled trades classification affected.
- c) Employees affected by a lay-off or cut-back in manpower pursuant to clauses (a) or (b) will be offered employment in preference to new hires to fill an open requisition at the Company employment office, provided they have the qualifications for the work available, in accordance with the provisions of Article 13.

Recalls to a skilled trades classification shall be made in reverse order to lay-offs from that classification.

14.09 The Company agrees to make necessary tools and locked tool boxes available for the use of Skilled trade employees as required subject to replacement by the employee at cost if lost or willfully misused and damaged.

14.10 Nothing in the provisions relating to skilled trades shall be construed to deprive any employee in a skilled trades classification of any rights and privileges relating to

Insurance, Pension, Holiday Pay or Vacation Pay provided for him elsewhere in the Agreement.

14.11 It is the policy of the Company to efficiently utilize its Skilled Trades Department, including the assignment of overtime when warranted; however, The Company will exercise its right to sub-contract when it is more practical or economical.

The Company will endeavor to notify the Skilled Trades Committee Person or his designate prior to sub-contracting decisions (emergencies excepted) and if requested, will explain and discuss the matter.

In instances of tradesmen on layoff and work normally performed by them comes available of one week's duration or more, the most senior employee on layoff in the needed classification will be offered the work.

— ARTICLE XV —

LEAVE OF ABSENCE

15.01 An unpaid leave of absence will be granted to a seniority employee upon written application to the Company for the following reasons:

1. A family crisis necessitating the employee's involvement.
2. Militia training.
3. To campaign for a Municipal, Federal or Provincial office and if elected, for the office term.
4. a) Attendance at an official Union function and/or
b) To accept a staff position with the CAW.
c) Official Union duties required of Local Union Officers.

15.02 An employee who is unable to work because of a sickness or accident will be considered to be on sick leave supported by medical documentation by a licensed physician, if requested.

15.03 Leave requests must be made as soon as the reason for the request becomes known to the requesting employee.

15.04 Leaves of absences for justifiable reasons other than those enumerated in 15.01 and 15.02 above shall be discretionary. Approval will not be arbitrarily withheld. However, leave of absences under this 15.04 will be granted only after all vacation/random entitlement for the current vacation year has been **used** up or scheduled.

15.05 Except as otherwise provided in this Agreement, Extended Health benefits will continue for a period of one month after the month the leave of absence begins. Seniority will continue to accumulate during leaves of absences.

15.06 An employee will not be granted a leave of absence for the purpose of working elsewhere.

15.07 The employee and the Union will be given a copy of all leaves of absence including any reasons for denial. The Company will respond within seven (7) working days.

15.08 When an employee returns from a leave of absence, he will be assigned his former job if it exists. Failing this, Article 13 will be applied.

— ARTICLE XVI —

TEMPORARY TRANSFERS/ASSIGNMENTS

16.01 When an employee is temporarily transferred or assigned for the convenience of the Company to a job with a higher rate of pay, the higher rate will be paid for the duration of the transfer. Temporary assignments to a lower paying job will not result in a pay adjustment.

Temporary transfers are defined as a period not to exceed fifteen (15) working days. If the temporary transfer is still required after the fifteen (15) working days, return to homes will be honoured and if none exist, the job will be posted. In the case of groups 1 and 2 the Company will honour Return to Homes and Applications for Transfer, Temporary transfers may continue for a longer period if necessitated because of absenteeism.

— ARTICLE XVII —

BULLETIN BOARDS

17.01 Bulletin boards shall be located in the Company's plant by arrangement between the parties hereto. The Company shall post on such bulletin boards at the request of the union such notices respecting union affairs as may have received the approval of the production superintendent. The subject matter of all such notices shall be restricted to educational, recreational, or social activities sponsored by the Union and notices of Union meetings /elections.

— ARTICLE XVIII —

PRODUCTIONS AND TIME STANDARDS

18.01 Production and time standards shall be set by the Company. The production and time standard itself, as well as the manner, by which it was set, shall be fair and equitable to the workers. A worker, when being studied, shall perform his work in accordance with the Company's instructions and shall otherwise cooperate to give a performance which is representative of the actual conditions under which the job is being time studied.

In cases where the union protests a standard as being unfair or inequitable a written request must be made within six (6) months from the date on which the Company notifies the Union or first application of the standard, requesting a review of the standard. The Company will review or re-time study the operation involved in the standard being questioned. If the standard is still unacceptable, the standard involved may be reviewed in detail by the Committeeman. If the standard is still unacceptable, then the employee or employees involved shall have the right to file a grievance concerning that particular standard.

— ARTICLE XIX —

WAGES AND HOURS

19.01

- a) The scale of wages paid by the Company to Hourly rated employees will be in accordance with the Labour Grades, Classifications and Wage Rates Appendix.
- b) If a new classification is established, the Company will set a rate for it and advise the plant chairperson. The plant chairperson may, within ten days after notification request a meeting with the Company to discuss the rate. If no agreement is reached, the plant chairperson may, within thirty days after notification, file a grievance contesting the rate and refer it to arbitration pursuant to the procedures established in this agreement.

19.02 Hourly employees shall be paid weekly. Normally cheques will be distributed starting Thursday afternoon for the day shift and Wednesday night for the second, third and/or fourth shift. Voluntary bank deposit will be made available.

19.03 A shift premium of seventy (70) cents per hour shall be paid for all hours worked on a regular scheduled shift or plant holiday or vacations other than the day shift. Effective December 1, 1999 the rate shall be seventy-five (75) cents per hour. Effective December 1, 2000 the rate shall be eighty (80) cents per hour.

19.04 The regular workweek shall consist of forty (40) hours as follows:

- a) The day shift will be 7:00am to 3:20pm including a twenty (20) minute non-paid lunch period Monday through Friday,
- b) When a second shift is required it will be 3:45pm to 2:05am with a twenty (20) minute non-paid lunch period Monday through Thursday (4-10 hour shifts).
- c) When a third shift is required to meet production requirements, all employees working on a continuous three

shift operation shall be entitled to a paid lunch period of twenty (20) minutes, with the following schedule:

Day shift: 7:00am to 3:00pm Monday to Friday

Second shift: 3:00pm to 11:00pm Monday to Friday

Third shift: 11:00pm to 7:00am Sunday through Thursday; third shift work, when scheduled will be for a minimum of a workweek.

- d) Skilled Trades employees will work a single shift, or a two (2) shift schedule as required with a twenty (20) minute unpaid lunch period.

Day shift: 7:00am to 3:20pm Monday through Friday

Second shift: 3:00pm to 11:20pm Monday through Friday

The Company does not guarantee to provide work for the above hours or for any other hours, but will advise the Union before making any general change in such hours. Such general change in hours shall be reasonable. The second shift skilled tradesman will report to the designated production supervisor.

19.05 Overtime work when required will be on a voluntary basis.

- a) Daily Overtime - When requesting employees to work overtime, the Company will ask that qualified employee with the lowest number of hours who is in the classification, in the Department, on the shift.
- b) Saturday, Sunday, Holidays - When requesting employees to work overtime, the Company will ask the qualified employee with the lowest number of hours who is in the classification, in the Department, on the shift. As in the past when weekend overtime work is required, the Company will continue to rotate such work by shift, in the Department that has multiple shift.
- c) Supplemental Lists - When requesting employees to work overtime following (a) or (b) above, the Company

will select the qualified employee with the lowest number of hours in the Department, on the shift, from the departmental supplemental list.

It will be the employee's responsibility to add or remove his name and/or list the jobs he is qualified to perform, on the supplemental list. Qualified employee under this clause shall mean that the employee has familiarity with the work to be performed and is qualified to do the necessary work efficiently and without training. Groups under this article shall mean each Department with the exception of assembly where each line will be considered as an individual group. Where hours of overtime are equal, the senior qualified employee will be asked first.

When an employee declines to work overtime when requested to do so, he will be deemed to have worked such overtime. Employees who are absent from work when overtime occurs will be deemed to have worked if such employee has been scheduled.

Employees entering into a group will be charged the average amount of overtime hours worked in that group. All out-of-group overtime worked will be recorded out-of-group. All refusals of out-of-group overtime will not be charged within the employee's overtime group. The hours will start at zero (0) January 1 of each year. However, the spread between employees shall continue. Overtime hours will be recorded at the appropriate rate (**8 hours @ 1 ½ = 8** and **8 hours @ 2 = 12**). Records of overtime work shall be made available to the union.

d) For overtime purposes, the classification of Lead Hand in Sheetmetal has been divided into two (2) areas, Bench and PressRoom. Furthermore, the overtime classification of Multi-function has been established for overtime in Sheetmetal to cover the jobs of Crane Operator, Clerk, Fork Lift Operator and Inspector, and Lead Hand. In addition, Multi-Function has been established for overtime in Welding to cover the jobs of ForkLift Operator, Clerk and Lead Hand.

19.06 Overtime at the rate of time and one-half (1 ½ x) shall be paid for all work performed in excess of eight (8) hours in

any day with the exception of employees working the second shift as specified in Article 19.04 (b) who will be paid overtime at the rate of time and one half (1 ½ x) for all work performed in excess of ten (10) hours in any day. Overtime at the rate of double time (2x) shall be paid for all work performed on a Sunday except as per chart below. Overtime for all other situations will be paid as per the following chart:

Two Shift Operation			
SHIFT	FRIDAY	SATURDAY	SUNDAY
7am to 3:20pm	1 ½ X	1 ½ x	2 x
Second Shift 3:45pm to 2:05am	1 ½ x	2 x	1 ½ X
Three Shift Operation			
SHIFT	FRIDAY	SATURDAY	SUNDAY
7am to 3pm	1 ½ X	1 ½ x	2 x
3pm to 11pm	1 ½ X	1 ½ x	2 x
11pm to 7am	1 ½ x	2 x	1 ½ X
Skilled Trades			
SHIFT	FRIDAY	SATURDAY	SUNDAY
7am to 3:20pm	1 ½ X	1 ½ x	2 x
3pm to 11:20pm	1 ½ X	1 ½ x	2 x

COST OF LIVING ALLOWANCE

19.07 The Cost of Living Allowance (COLA) has been suspended for the duration of this Agreement in favor of the General Wage increase identified in the Labour Grades, Classification and Wage Rates Appendix. All previously generated funds from the COLA provision has been folded-in the base rates of pay.

— ARTICLE XX —

PLANT HOLIDAYS

20.01 An employee with seniority will be paid at his regular rate for the following holidays:

The 3rd Monday in February (to be designated “Heritage Day” if proclaimed), Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, and Seven (7) Holidays during Christmas /New Year period commencing with the day before Christmas and concluding with New Year’s Day.

In order to qualify for Holiday pay, an employee must have worked the last regular work day previous to the holiday and must have worked the first regular work day following the Holiday except where absence is caused by sickness or accident (supported by a doctor’s certificate) or where absence is granted or excused by the Company, such approval shall not be unreasonably withheld. Employees laid off or absent by extended illness or injury will not receive Holiday pay, unless such lay-off, sickness or injury occurred within fifteen (15) days of the Holiday.

20.02 If a holiday falls on a Saturday or Sunday, the holiday shall be observed either Friday preceding or the Monday following such holiday. In such cases, the Company and the Union will mutually agree as to whether the holiday will be observed on Friday or Monday. This Agreement will be based on local practice.

20.03 Should any of the above holidays fall during the vacation period of any employee the next working day following his vacation may be taken as the holiday.

20.04 Employees working four ten hour shifts will be paid holiday pay as follows: When a holiday occurs on the last working day of the week (eg. Good Friday) those employees on four ten hour shifts will be paid ten (10) hours at their regular rate subject to the conditions outlined in subsection 20.01 for their last regular shift starting Thursday afternoon following the regular ten (10) hour shift on Monday, Tuesday and Wednesday.

In no case will any employee be paid more than forty (40) hours holiday pay in any one period (eg. Christmas shutdown).

20.05 An employee who performs work on paid holiday shall be paid at the rate double time for the time worked in addition to his holiday pay, if eligible.

20.06 An employee who agrees to work on any such holiday, and fails to do so, shall not be eligible for any pay, unless he supplies satisfactory proof that the reason for his failure to work was unavoidable. In such instances, the employee is responsible to notify the Company in advance unless it is impossible.

20.07 The Christmas - New Year Holidays will be as follows:

1998 - Last scheduled day of work - Wednesday, December 23, 1998. Following year end holidays first work day scheduled is Monday, January 4, 1999, unless your shift arrangement dictates otherwise.

1999 - Last scheduled day of work - Wednesday, December 22, 1999. Following year end holidays first work day scheduled is Monday, January 3, 2000, unless your shift arrangement dictates otherwise.

2000 - Last scheduled day of work - Friday, December 22, 2000. Following year end holidays first work day schedule is Wednesday, January 3, 2001, unless your shift arrangement dictates otherwise .

Qualification for payment for the Christmas New Year Holidays will be the last scheduled shift prior to the shutdown and the following first scheduled shift after the Holiday except where absence is granted or excused by the Company, such approval shall not be unreasonably withheld, and/or:

- a) An employee who is laid off for lack of work within the thirty (30) day period immediately preceding the shutdown for Christmas;
- b) In the event of a confirmed weekly indemnity claim for illness or accident originating within thirty (30) days prior

to the Christmas shutdown the Company will assume make-up pay to eight (8) hours at the employee's regular base rate for each paid holiday within the Christmas shutdown.

- c) An employee who is unable to return to work on the first scheduled shift after the holiday as a result of confirmed illness or accident which originated during the shutdown period and for which proper medical treatment was received.

— ARTICLE XXI —

VACATIONS WITH PAY

21.01 The qualifying year shall be from July 1 of the previous calendar year to June 30 of the current calendar year. The vacation year shall be January through December of the current calendar year.

21.02 The vacation entitlement is in accordance with the following schedule:

One (1) year, but less than five (5) years seniority –

Two (2) weeks

Five (5) years, but less than twelve (12) years seniority –

Three (3) weeks

Twelve (12) years, but less than twenty (20) years seniority

– Four (4) weeks

Twenty (20) years seniority – Five (5) weeks

21.03 A seniority employee will receive vacation pay as follows:

If an employee with more than twelve (12) months service in the Company actually works 1250 hours or more in the previous vacation year, he shall receive forty (40) hours pay at his regular straight time rate of pay for each week of entitlement set out in 21.02 at the time of vacation for the current vacation year, at his current rate of pay.

In February of each year, the above employee is entitled to a vacation pay adjustment based on a percentage of gross earnings (2% for each week of entitlement) for the vacation

year just ended **less** any vacation/random monies paid during this period. For the purpose of this clause, gross earnings includes time off on Workers Compensation, Weekly Disability and union time as set out in the Collective Agreement at 8 hours per day at the rate in effect at the time the absence commenced.

21.04 A seniority employee will received vacation pay as follows:

If an employee with more than twelve (12) months service in the company actually works less than 1250 hours in the previous vacation year, he shall receive a percentage of his gross earnings for the previous vacation year (2% for each week of entitlement) at the time of vacation/random for the current year.

For the purposes of this clause, gross earnings for the previous vacation year shall, for any employee who has worked any time during the previous vacation year, include time off on Workers Compensation, Weekly Disability and union time as set out in the Collective Agreement at eight (8) hours per day at the rate in effect at the time the absence commenced. Maximum payment shall not exceed (40) hours pay at his regular straight time rate of pay, for each week of entitlement set out in 21.02.

21.05 To determine if the employee is entitled to be paid under 21.03 or 21.04, hours actually worked will include time off for Jury and Witness Duty, Bereavement Leave, Plant Holidays, Vacation/Random and Union business absences.

21.06 An employee who qualifies for vacation with pay, was laid off and worked less than 1250 hours in the previous vacation year shall not be required to take his vacation time off. All other employees shall be required to take their vacation.

21.07 Employees having less than twelve (12) months service in the Company as of the 30th day of June in any calendar year shall **be** entitled to pro rata holiday pay of four percent (4%) of their gross earnings.

21.08 An employee who leaves the employ of the Company except retirement will be paid vacation pay for the

period January 1 to his date of termination. The basis for such payment will be 4,6,8,10% of his earnings, as defined in article 21.03, in accordance with his seniority for the period January 1 to date of termination reduced by any vacation pay already paid him for the period January 1, to his date of termination.

21.09 An employee who retires will be paid vacation pay in accordance with the formula specified in Article 21/03/21.04.

21.10 For the purpose of computing hours worked under paragraphs 21.03 and 21.06, a plant holiday paid for and not worked shall be credited as eight (8) hours worked, with the exception of the second shift as specified in 19.04 (b) who shall be credited as ten (10) hours worked. Each hour worked on a plant holiday shall be credited as three (3) hours worked; any other hours worked at premium rate shall be credited as one and one-half (1 ½) hours worked (or if the premium rate is earned at the rate of double time then two (2) hours worked shall be credited).

21.11 Vacation period

- a) Bearing in mind that only a limited number of employees can be on vacation at one time, the Company will endeavor to grant vacation at the time desired by the employee giving the longest service employees preference. Furthermore, employees who do not schedule their vacation time off by March 1 will schedule their vacations on a first come first serve basis in the remaining open weeks.
- b) Should it be possible and advantageous to close the plant for either a one or two week period, all employees eligible for vacations at that time will take that period as vacation provided their services are not required for particular kinds of work. The Company will inform the Union Committee on or before February 1st of each year regarding the setting of the date for the vacation period. This shutdown period will be during the months of July and August, if invoked. Additional vacation weeks will be scheduled as in (a) above.

21.12 Random Time

An employee who is entitled to three (3) weeks vacation time as of the 30th of June in any calendar year, will be allowed to take five (5) working days in increments of eight (8) hours for excused absence from work with pay which are not otherwise compensated for or for personal reasons in lieu of one (1) week of vacation entitlement. Employees qualifying for four (4) weeks vacation will be allowed ten (10) such random days in lieu of two (2) weeks of vacation entitlement.

Employees qualifying for five (5) weeks vacation will be allowed fifteen (15) such random days in lieu of three (3) weeks of vacation entitlement. Pay for each day of random time will be at the employee's current rate on the date exercising the random day within limits subject to the employee's vacation pay entitlement. An employee wishing any random time must declare his intentions before June 1st of each year.

The Company reserves the right to withhold random time during the annual Physical Inventory. All random time must be taken by December 31. Exceptions exist for employees claiming hardship cases on application to the Company and will be paid at the end of the calendar year. Unpaid random days may be forfeited by the employee.

An employee must give the Personnel department five (5) working days notice in writing of intended days off except in the cases of unpaid sickness or an unforeseen emergency. Such exceptions shall be limited to a maximum of two (2) incidents per calendar month. Particular random days will be granted on a first come first served basis at the convenience of the Company.

Random time cannot be declared as qualifying days before or following a paid Holiday except by arrangement in advance, or sickness confirmed on the day in question or where absence is excused by the Company, such approval shall not be unreasonably withheld.

21.13 Vacation Bonus

Any employee who earns any vacation pay will receive a Vacation Bonus of \$45.00 for every week of his vacation entitlement as per this agreement to be paid on the third payday in July. Effective December 1, 1999 the bonus shall be \$50.00. Effective December 1, 2000 the bonus shall be \$55.00.

21.14 Vacation Pay

Laid off seniority employees will receive their vacation pay in December of the current year unless otherwise requested.

Vacation cheques that include more than one (1) week of vacation pay and/or vacation bonus will have the income tax pro-rated. The Company shall endeavor to provide employees going on a week(s) vacation their vacation pay cheque one (1) week in advance.

— ARTICLE XXII —

REPORTING ALLOWANCE

22.01 An employee reporting in good faith, without having been advised that there is no work available in his regular classification, will, if not work is available, be offered at least four (4) hours (5)hours for 10 hour shifts) employment in other work at the straight time rate for his regular classification or, at the Company's option, will be paid for (4) hours/(5) hours time at such rate without being required to work. The provisions of this paragraph shall not apply when such lack of work is due to a breakdown or a cause, which could not reasonably have been foreseen by the Company.

22.02 An employee who is called back to work outside of his regular shift due to an emergency, shall be paid for not less than four (4) hours at the regular day rate, or the amount of wages earned for the time worked at the applicable overtime rate, whichever is greater.

— ARTICLE XXIII —
INJURY ALLOWANCE

23.01 Employees who are injured at work and ultimately sent home, either by the Company or upon the confirmed evidence of a qualified physician, shall be paid at the rate of wages applicable for the balance of the scheduled shift on which the injury occurred including any scheduled period of overtime if already started.

— ARTICLE XXIV —
SAFETY AND HEALTH

24.01 The Company agrees to continue to provide and maintain adequate sanitary facilities and safety devices throughout the plant in accordance with Government requirements.

24.02 The Union agrees to assist the Company in obtaining proper observances of rules governing such sanitary facilities, safety devices and in other matters relating to safety and tire hazards.

24.03 Smoking

Smoking will be allowed at work except in those areas that are restricted by "No Smoking" signs.

24.04 The Company and the Union shall establish a Joint Health and Safety Committee. The committee will be composed of up to ~~five~~ (5) representatives of management and up to five (5) representatives of the bargaining unit, one of which shall be the plant chairperson. Bargaining unit representatives shall be appointed by the union. The functions of the Joint Health and Safety Committee shall be as outlined in the Occupational Health and Safety Act, 1978, and any amendments thereto. This committee shall meet on a monthly basis. Minutes of each meeting shall be maintained and disseminated to all members of the committee. Once each month at a time designated by the Company, a safety inspection of the work area will be conducted.

24.05 The Union agrees to assist the Company in obtaining proper observances of all Health Rules governing employment with the Company.

24.06 The following is the Company position with regard to providing personal safety equipment or apparel.

Safety Glasses – The Company will provide Industrial Safety Glasses in plano lenses to all persons required to work in designated high risk eye injury areas. The Company will pay the full cost of the first set of prescription safety glasses for those requiring prescription glasses and working in an area requiring safety glasses. Thereafter, those employees will be eligible for up to one (1) additional pair of prescription safety glasses every two (2) years providing there has been a change in the employees prescription.

Safety Shoes – The Company will provide acceptable safety footwear on the basis of one pair per year to a maximum of \$120.00 plus GST. Effective December 1, 2000 \$125.00, plus GST. In addition, the employees on permanent paint clean-up will be provided with personal suitable rubber boots.

Coveralls – The Company will provide coveralls to paint sprayers, permanent paint room clean-up, finish buffer, buffer grinder and maintenance personnel on especially dirty jobs, to be exchanged as required at the stockroom.

Production Tools – The Company agrees to make necessary tools available for the use of production workers as required subject to replacement by the employee at cost if lost or willfully misused and damaged.

Winter apparel – The Company will continue to provide winter apparel when required by the Company.

— ARTICLE XXV —

CANTEEN SERVICE

25.01 The Company will make canteen or equivalent services available to employees before the start of the employees' shift and during rest and lunch break periods. At all other times, employees utilizing such facilities shall be efficient in their use. Violators will be disciplined as provided in 26.03 of this Agreement.

— ARTICLE XXVI —

REST PERIODS AND WASH-UP PERIODS

26.01 The employee shall be allowed to have a paid rest period of ten (10) consecutive minutes in both the first half and the second half of the shift, at times specified by the Company.

26.02 An employee scheduled to work overtime for one (1) hour or more beyond his regular daily hours will be allowed a ten (10) minute rest period before starting such overtime and at two (2) hour intervals thereafter.

26.03 The Company will allow a period of five (5) minutes for the purpose of washing up and putting away tools immediately prior to the end of each half shift. Spray painters, and finish buffers will be allowed an additional five (5) minutes. The factory buzzer will sound at five (5) minutes to the regular quitting time and employees may punch out and leave the plant immediately, or remain to wash up as they desire, without penalty. Employees are not allowed to wash up or leave their jobs before the buzzer sounds. Anyone failing to comply with this regulation will be penalized as follows:

For 1st offense: 15-minute suspension without pay from work

2nd offense: 1-hour suspension without pay from work

3rd offense: 2 days suspension without pay from work

Subsequent offense(s): Open.

— ARTICLE XXVII —

SOCIAL SECURITY BENEFITS

27.01 The Company agrees during the term of the Collective Agreement to contribute 100% of the premium cost, for the benefits listed below for all active seniority employees. While this article describes the principal features of the employee benefits, it is not to be considered to be the contract of insurance. The complete terms of the plan coverage are set forth in the insurance Contract issued by the Insurance Company to the Company.

However, should there **be** any provisions in the policy or certificate which conflict with any provision set forth in the Collective Bargaining Agreement, the Collective Bargaining Agreement **will** govern.

It is hoped that this plan will be continued indefinitely, but as **is** customary in group insurance plans, the right of change or discontinuance at any time must **be** reserved.

Benefits referred to above shall be:

- a) Ontario Health Insurance Plan (OHIP)
- b) Group Life Insurance
- c) Accidental Death and Dismemberment Insurance
- d) Weekly Disability Benefits
- e) Long Term Disability Benefits
- f) Dental Service Plan
- g) Extended Health Benefits
 - 1. Pay Direct Drug Benefit
 - 2. Vision Care Plan
 - 3. Hearing Aid
 - 4. Supplementary Health Care Benefit
 - 5. Out-of-Province Health Care Benefits Plan, including Travel Assistance Benefit,

Where an employee is not actively at work on the effective date of an amendment, any revision in the employees social security benefits resulting from the amendment will not be effective until the employee returns to active full-time work and only for claims incurred after such return.

27.02 In keeping with the requirements of the Ontario Health Insurance Commission new employees will be enrolled for the month of employment with the effective coverage on the first day of the third month following the date of hire. Premium payments for the employees probationary period will be paid by the employee by means of payroll deductions with the Company paying the premiums in accordance with 27.01 above from the first day of the month following completion of the probationary period. Coverage will include eligible dependents.

27.03 Life Insurance coverage in the amount of \$25,000.00 for each seniority employee to retirement age regardless of time, place, or cause of death. Effective December 1, 1999 the amount will be \$26,000.00. Effective December 1, 2000 the amount will be \$27,000.00. If your employment terminates on or prior to your sixty-fifth birthday, you, may within thirty-one days of such termination, convert all or part of your insurance coverage into an individual life insurance contract, for an amount not exceeding the amount identified in this clause, without having to provide evidence of insurability.

27.04 Accidental Death or Dismemberment benefits will be provided in addition to Life Insurance of such injury shall result in any one of the following specific losses within one year from date of accident, provided not more than one (the largest) of such benefits shall be paid with respect to injuries resulting from an accident:

Loss of life \$25,000.00 (Effective December 1, 1999
the amount will be \$26,000.00.
Effective December 1, 2000
the amount will be \$27,000.00.

Loss of both hands
Loss of both feet
Loss of entire sight of both eyes
Loss of one hand and one foot
Loss of one hand and entire sight of one eye
Loss of foot and sight of one eye
Loss of speech and hearing
Quadriplegia
Loss of use of both arms
Loss of use of both hands

Hemiplegia	
Paraplegia	
Loss of one arm	\$14,250
Loss of one leg	
Loss of use of one leg	
Loss of use of one arm	
Loss of one hand	\$12,654
Loss of one foot	
Loss of entire sight of one eye	
Loss of use of one hand	
Loss of speech or hearing	\$ 9,500
Loss of thumb and index finger (of the same hand)	
Loss of hearing in one ear	\$ 4,750

"Loss" shall mean, with respect to hand or foot, actual severance through or above the wrist or ankle joint. With respect to arm or leg, actual severance through or above the elbow or knee joints. With respect to eye the total and irrecoverable loss of sight. With respect to thumb and index finger, actual severance through or above the first phalange. Loss with regard to speech means the total and irrecoverable loss of speech that does not allow audible communication in any degree. Loss with regard to hearing means the total communication in any degree. Loss with regard to hearing means the total and irrecoverable loss of hearing, which cannot be corrected by, a hearing aid or device. Loss as used with reference to quadriplegia (total paralysis of **both** upper and lower limbs), paraplegia (total paralysis of both lower limbs), and Hemiplegia (total paralysis of upper and lower limbs of one side of the body), and means the complete and irreversible paralysis of such limbs. Loss as used above with reference to use means the total and irrecoverable loss of use provided the **loss** is continued for twelve (12) consecutive months and such loss of use is determined to be permanent.

Exceptions

AD&D coverage does not cover loss resulting from:

- a) While a pilot or crew in any privately owned aircraft;
- b) Suicide or any attempt thereat;

- c) Any act as a result of any declared or undeclared war;
- d) Service in any armed forces.

27.05 Weekly Disability Benefits will be provided in the amount of 70% of regular weekly earnings, defined as forty (40) hours at the employee's hourly rate. Payments of benefits will be subject to medical confirmation of disability by a licensed physician on an appropriate form provided by the Company (by patient's statement is not considered to be medical confirmation. If any employee becomes disabled he must notify the Company immediately requesting a claims form to be completed by him and his physician and returned to the Company in order that payment of the appropriate benefits can be arranged promptly. The Company will pay up to twenty (\$20.00) for a doctor to complete the required medical forms or certificates.

Benefits will be paid as follows:

- a) From the 3rd working day of sickness;
- b) From the 1st working day of an accident;
- c) From the 1st working day of hospital confinement.
- d) From the 1st working day of a surgical procedure, and/or any corrective treatment requiring anesthetics performed on an out-patient basis in a hospital or doctor's office for which the cost of thirty five (\$35.00) or more is either scheduled or payable by OHIP provided the employee is unable to work on such day, which is verified by a physician.

Benefits under this section for other than the whole week shall be paid on a basis of 1/5th of the weekly benefit for each working day the employee is disabled. No period of care shall be considered to have started until the employee has been seen and treated personally or instructed by a licensed physician or surgeon. Oral instruction of treatment is subject to company verification.

Weekly disability benefits are not payable;

- a) For any working day on which the employee is not under the care of a physician;

- b) On any working day on which the employee has performed at least four (4) hours work on the day in question;
- c) During any period of Holidays/Vacations with pay;
- d) For any disability covered under Workers' Compensation Act or similar legislation;
- e) During any period following an employee's resignation /termination;
- f) If an employee is working for a Company other than Hussmann Store Equipment, while off due to his illness or injury, except where there is no occupation the employee could do in the plant.

Benefits will be paid up to thirty-seven (37) weeks. If disability continue beyond thirty-seven (37) weeks, the employee may apply to UIC for sickness and accident benefits, payable for a maximum of fifteen weeks. Application for UIC benefits will be mailed by the Company to the employee during the thirty-second (32) week of absence to insure continuous coverage. The Company will assume make-up pay for the difference between UIC benefit entitlement and the Company's sickness and accident benefits, to fifty-two (52) weeks, for those employees who applied and qualified under the Unemployment Insurance Act for the fifteen (15) week coverage outlined therein. Employees not entitled to UIC benefits but who have applied under the unemployment insurance act will continue to receive sickness and accident benefits to fifty-two (52) weeks.

Periods of absence separated by **less** than six (6) weeks of continuous full-time employment will be subject to the thirty-seven (37) weeks maximum benefit period. If subsequent absence arises from causes unrelated to the previous disability, the thirty-seven (37) week maximum benefit period is reinstated.

If an employee becomes injured or sick while on vacation, his vacation will **be** stopped at that point and a claim for weekly indemnity benefits will be allowed. At the completion of the weekly indemnity period, the employee shall notify the

Company and shall arrange the remainder of his vacation time with his supervisor.

The Company shall have the right to have medical examinations of an employee who is eligible to receive or is receiving Weekly Indemnity Benefits as may reasonably be required. Those examinations to be performed by a licensed physician or physicians designated by the Company. Failure to report for such examinations may result in a denial of benefit. The fees and expenses for such examinations shall be paid for by the Company.

27.06 A Long Term Disability benefit of \$495.00 per month will be provided to cover absence beyond fifty two (52) weeks, should you become totally disabled due to illness or accidental injury, up to age 65. Effective December 1, 1999, the amount will be \$515.00. Effective December 1, 2000 the amount will be \$525.00. However, you will not receive an income payment if you reach age sixty-five (65) before you complete the qualifying period.

Definition of Disability

A state of complete and continuous incapacity, resulting from non-occupational illness or accidental injury, which wholly prevents you from performing any work pertaining to your own occupation or any other occupation in the factory. Your own occupation means the type of work in which you are engaged and is not limited to the actual job that you are performing prior to the start of a period of total disability.

For disability to be acknowledged, your condition must require both regular and continuous medical care actually given by an appropriate specialist and appropriate therapy, considered satisfactory to the insurer.

This disability benefit will be paid as an extension of sickness and accident benefits only.

Successive Periods of Disability

If you have returned to active work and again become disabled within six consecutive months of the first disability and if such disability results from the same cause as the

previous disability, there is considered to be a continuation of the previous disability.

Rehabilitation Program

The insurer has the right to require that an employee engage in a rehabilitation program managed by the insurer, when the insurer and its medical advisors that the participation is reasonable and fitted. The insurer, with the consent of its medical advisors, may revise, extend or terminate the program, whenever it is considered reasonable and fitted.

When an employee undertakes a rehabilitation program requested by the insurer, he may receive the income specified herein, while at the same time receiving remuneration under the rehabilitation program. However, the sum of the remuneration under the rehabilitation program and of the monthly income under this benefit may not exceed the monthly income paid to you at the time disability began. If such sum exceeds your monthly income prior to disability, the income specified herein will be reduced by the amount of such excess. If you refuse to participate in a rehabilitation program considered reasonable and fitted by the insurer and its medical advisors, the benefit payments will be terminated.

Reductions and Integration of Benefits

The amount of disability income paid by the insurer is reduced so that the sum of all income, compensation, indemnity and benefits for which you would be eligible on account of disability, from your employer, a government body, or under any group insurance or pension plan to which your employer contributes, may at no time exceed eighty-five percent of your monthly income determined at the onset of disability.

Termination of Income - Monthly income payments cease at the earliest of the following dates:

1. The date on which you reach age 65
2. The date on which you cease to be disabled
3. The date on which you would refuse to commence or to continue any rehabilitation program which is reasonably

considered by Standard Life and its medical advisors to be appropriate.

4. The date on which you reach the normal retirement age under your employer's pension plan.
5. The date of your death.
6. The date on which you fail to submit to an examination by the physician designated by the insurer.
7. The date on which you fail to provide any evidence of disability required by the insurer.

Exclusions

This benefit does not cover any disability resulting from one of the following causes:

1. Injury or illness resulting from civil unrest, insurrection or war, whether war be declared or not, or participation in a riot.
2. Self-inflicted injury, while sane or insane.
3. Injury or illness resulting from committing, attempting to commit, or provoking an assault or criminal offence. However, this exclusion shall not serve to limit payment of benefits for any offence under the Criminal Code of Canada related to the operations of a motor vehicle.
4. Chronic Alcoholism or use of narcotics, barbiturates or hallucinogenic substances unless you receive active treatment in accordance with accepted professional standards.
5. Mental, psychoneurotic or personality disorders unless you are receiving active treatment in accordance with the accepted professional standards.

27.07 A Dental Services Plan equivalent to the provisions of Clarica, for Hussmann will be provided based on the fee guide in effect one year before the prevailing fee guide. If you incur covered dental expenses in any calendar year, this plan pays you:

1. 100% of the Cost of Diagnostic/Preventative, Restorative; Periodontic; Endodontic. *

2. 50% of the Cost of Dentures *
3. 50% of the Cost of Orthodontics **

* The maximum payable for eligible expenses incurred in a calendar year under each part for the member and for each covered dependant is \$1,250.00. Effective December 1, 1999 the amount will be \$1,300.00. Effective December 1, 2000 the amount will be \$1,350.00.

** The maximum payable for eligible expenses incurred is \$1,700 lifetime. Effective December 1, 2000 the amount will be \$1,800.00.

Any service not provided under the plan, or any charge in excess of the fee scheduled will be the responsibility of the employee.

27.08 Extended Health Benefits will also be provided as follows, and are explained in more detail in Appendix "B".

- a) Pay Direct Drug Benefit
- b) Vision Care Plan
- c) Hearing aid Plan
- d) Supplementary Health Care Benefit
- e) Out-of-Province Health Care Benefits Plan, including Travel Assistance Benefit.

27.09 Seniority employees subject to layoff for lack of work will cease to be covered at the date of layoff for the following benefits:

Weekly Indemnity Insurance
Long Term Disability Insurance

Seniority employee subject to layoff for lack of work will remain covered, for up to two (2) full months following the month of layoff for the following benefits:

Ontario Health Insurance Plan
Dental Services Plan
Life Insurance
A.D. & D. Insurance
Extended Health Benefits

By arrangements with the Industrial Relations Department, employees laid off may remain of the Company billing by paying the premium monthly in advance until they can transfer to another group of for a period not to exceed ten (10) months for the following only:

Ontario Health Insurance Plan
Dental Services Plan
Life Insurance
A.D. & D. Insurance
Extended Health Benefits

27.10 The Company will continue to give special consideration to employees who fall into the following category:

An employee who reaches the normal retirement age of 65 within the life of this contract. Those employees who retire and qualify under the above provision will receive the following welfare benefits, as they become effective, until their death with cost to provide paid by the Company.

- a) \$2,000.00 life insurance policy payable to designated beneficiary of the employee;
- b) Dental Services Plan;
- c) Extended Health Benefits;

27.11 The Company will continue to give special consideration to employees who fall into the following category;

An employee who is qualified for, and who retires on Total and Permanent Disability Pension within the life of this contract. Those employee who retire and qualify under the above provision will receive the following welfare benefits until their death with cost to provide paid by the Company:

- a) Ontario Hospital Insurance Plan up to age 65;
- b) Dental Services Plan;
- c) Employees who have not reached age at retirement will continue to be covered for life insurance until they reach age 65. At age 65, the coverage will reduce to \$2,000.00;
- d) Extended Health Benefits.

27.12 An employee who is qualified for and who retires on Early Retirement age 61-64 within the life of this Agreement will receive the following welfare benefits until their death with cost to provide paid by the Company:

- a) Ontario Hospital Insurance Plan up to age 65;
- b) Dental Services Plan;
- c) \$2,000.00 life insurance policy payable to designated beneficiary of the employee;
- d) Extended Health Benefits;

27.13 The following benefits will be provided to the spouse and eligible dependants as set out in Appendix "B".

- a) An employee who, at the time of his death was listed on the seniority list;
- c) An employee who, at the time of his death was receiving weekly disability benefits;
- d) An employee who, at the time of his death was receiving Long Term Disability benefits,
- c) An employee who, at the time of his death was receiving worker's compensation benefits;
- d) An employee who, at the time of his death was a retiree.

The Benefits will be provided for one year from date of death, unless duplicated elsewhere.

- a) Ontario Hospital Insurance Plan Benefit
- b) Dental Services Plan
- c) Extended Health Benefits

27.14 The Company will pay the cost of the monthly premium for the Ontario Health Insurance Plan, Prescription Drug Plan, Dental Services Plan, Life insurance, A.D.&D. Insurance, and Extended Health Benefits for an employee with seniority who is off on account of illness or injury, up to but not exceeding a period equal to the full length of the employee's seniority from the date on which the absence commenced. Provided, however, that the employee will be

unable to return to Company employ, the Company will cease to pay the premiums on his behalf.

27.15 Employees who are off work because of Worker's Compensation disability will be covered by the above plans during their entire period of absence. However, if it is determined by the Workplace Safety Insurance Board that the injured employee will be unable to return to the Company employ, the Company will cease to pay premiums on his behalf.

— ARTICLE XXVIII —

BEREAVEMENT PAY

28.01 An employee with seniority will be granted three (3) working days with pay at regular pay rate for spouse, child, and stepchild. An employee with seniority will be granted up to three (3) days with pay at regular pay rate commencing with date of death and ending with day of funeral of his father, mother, step-mother, step-father, brother, sister, mother-in-law, or father-in-law, grandchildren.

Compensation for a maximum of one (1) day will be allowed on the day of the funeral of any grandparent, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepbrother, and stepsister.

Bereavement pay is conditional upon the employee furnishing proof of death if requested by the company and no employee will be paid for time off on a regularly scheduled vacation, holiday or day off.

— ARTICLE XXIX —

JURY DUTY AND WITNESS PAY

29.01 The Company agrees to make the difference between the employee's regular rate and the statutory pay for jury duty or subpoenaed witness for any employee who is required to serve on legally constituted jury or as a subpoenaed witness.

This payment does not apply if the summons to appear as a subpoenaed witness pertains to an incident that occurred while working for a company other than Hussmann Store Equipment Limited, or a subpoenaed witness for an arbitration hearing.

— ARTICLE XXX —

PENSION PLAN

30.01 The following describes the principal features of the employees pension agreement. The complete terms of the plan coverage are set forth in the "Hourly Employees Retirement Income Plan" consolidated.

Should there be any questions or conflicts, the consolidated pension agreement signed by the parties will govern.

When an employee is not actively at work on the effective date of any amendment, and revision in the employees pension resulting from the amendment will not be effective until he returns to active full-time work, unless specifically stated in the amendment.

30.02 Subject to Article IV, Section 5, for the purposes of computing participants credited future service for employment on and after the effective date and the date he becomes a participant, his credited hours shall be calculated by adding:

- a) The number of hours actually worked for and paid by the Company during a plan year; hours paid at premium rates being counted as straight hours;
- b) The number of hours for which the participant received statutory holiday and vacation pay during a plan year and for which he has not received credit under another provision herein;
- c) Scheduled hours of work (but not to include any hours when the employee would be on layoff if he were in good health) missed by the employee prior to retirement while on Company approved sick leave during any period in which he would be eligible upon application.

therefore to receive weekly indemnity payments under any benefit plan to which the Company has contributed or in which he receives worker's compensation;

- d) Scheduled hours of work missed by the employee while on Company approved leave of absence for union business.

30.03 Retirement conditions are as follows:

1. Normal Retirement - shall be the first day of the month coincident with or next following the month in which he reaches age 65. The automatic retirement date shall be the first day of the month following the month in which he reaches age 69.
2. Early Retirement - shall be the first day of any month coincident with or following the month in which he reaches age 55, but before age 65.
3. Total and Permanent Disability (TPD) Retirement - shall be for employees with ten (10) years or more of credited service who becomes totally and permanently disabled prior to reaching the age of sixty-five (65) and whose service has not been terminated prior thereto shall be eligible for total and permanent disability retirement benefit in accordance with provisions of Article VI. Credited service for any sick leave period following his last day worked shall not be counted in determining his eligibility for said benefit (unless such disability is for a compensable injury payable by or on account of the Company) but shall be counted in determining the amount of the benefit, if he is eligible therefore.

30.04 Retirement benefits are as follows:

- .. The monthly amount of pension for an employee who retires on or after his normal retirement date shall be determined by multiplying an employee's years and fractions of years, if any, of total credited service by:
 - 1) \$29.00 for an employee retiring on or after December 1, 1998.
 - 2) \$31.00 for an employee retiring on or after December 1, 1999.

- c) \$33,00 for an employee retiring on or after December 1, 2000.
- 2. An employee who is eligible for an early retirement benefit may elect a deferred early retirement benefit which shall be equal to the monthly amount of his normal retirement benefit at age sixty-five (65) but based on his credited service only to date of early retirement. If the employee elects a deferred early immediate retirement benefit, it shall be as described above but reduced as follows:
 - a) 10 years or less the benefit shall be the actuarial equivalent of the deferred early retirement benefit;
 - b) more than 10 years but less than 30 years, the actuarial pension level as a % shall be; age 55 - 49%, 56 - 55%, 57 - 61%, 58 - 67%, 59 - 73%, 60 - 79%, 61 - 85%, 62 - 91%, 63 - 94%, 64 - 97%.
 - c) 30 years or more, the actuarial pension level as a % shall be: age 55 - 70%, 56 - 76%, 57 - 82%, 58 - 88%, 59 - 94%, 60 - 97%, 61 to 64 - 100%.
- 3. The amount of the monthly retirement benefit of an employee who retires on a total and permanent disability retirement benefit shall be equal to the monthly amount of his credited service at his total and permanent disability retirement date less any period in which or with respect to which he receives any workers' compensation benefit payable because of the same disability.

30.05 An employee may, by written notice communicated to the Company during his lifetime, designate a person to receive the benefits payable under the plan on his death, and he may also by written notice communicated to the Company during his lifetime, alter or revoke such designation from time to time, subject always to the provisions of any law governing designation of beneficiaries from time to time in force which may apply to the employee. Such written notice is to be in such form and executed in such manner at the Company in its discretion may from time to time determine.

— ARTICLE XXXI —

GENERAL

31.01 It is acknowledged that should the Company close its plant and relocate outside the Brantford area while any collective agreement is in effect between Hussmann Store Equipment Limited and Local 397, C.A.W. - CANADA, the Company will offer each former employee whose job has been terminated as a result of such move, an opportunity of employment at the new location provided in each case:

1. That the Company shall have received from such former employee, not later than thirty calendar days after his job was so terminated, a signed application for employment at such new location.
2. That work is then reasonably available for such former employee at such new location which he is qualified to perform without delay.
3. That such work is reasonably available after provision has been made for the satisfaction of all obligations of the Company to provide employment to others whether arising under any contract or by operation of law.
4. That such offers of employment will be made to applicants in order of their relative seniority ranking as it existed immediately prior to the termination of their employment, and
5. That wages and working conditions at the new location will be those there from time to time.
6. The above shall be subject always to any contracts that are binding upon the Company or its successor.

31.02 In the event a Public Review Board or the CAW NATIONAL Executive Board directs the re-instatement of an employees grievance that was handled in accordance with Article 7 herein, it is specifically agreed that the Company or Union shall have no liability for any claims for damage including a back pay claim from the time of the original disposition to the time of reinstatement of the grievance and that no such action will be initiated by the Union or the grievor.

*

31.03 It will be the responsibility of the employee to notify the Industrial Relations Department in writing by registered mail, or by an initialed change on his personal record, of any change in address. Failure to so notify will relieve the Company of any obligation under this Agreement.

31.04 Employees shall notify the Company as soon as possible, where appropriate, on the first day and thereafter as conditions indicate. If an employee is off ill for more than three (3) working days he will require a physician's certificate of illness and will report with said certificate to the Nursing Station upon return to work.

31.05 Employees hired during June, July, August, working during that period as vacation replacements will not acquire seniority as defined in Article XI. Such replacement hires shall not infringe upon the contractual rights of the bargaining unit employees. Vacation replacements retained by the Company after the summer period will be credited with seniority in accordance with Article 11.02. The Company will give preferential hiring consideration to qualified children of present Hussmann employees.

31.06 The Company agrees to contribute to an educational fund (P.E.L.) on behalf of Hussmann employees selected by the Union to take an educational course for the purpose of upgrading the employees' skills in all aspects of trade union functions.

The amount of the Company's liability will not exceed one (1) cent per hour for all hours actually worked commencing November 1, 1987. Said contributions are to be paid quarterly. The fund will not exceed a maximum of one (1) year's contributions to be maintained as use dictates.

31.07 Employees will not be used as sub-contractors while currently employed.

— ARTICLE XXXII —

TERMINATION CLAUSE

32.01 This Agreement, entered into this 1st day of December, 1998 shall be in effect until Midnight November 30, 2001 hereof and shall continue from year to year after

that date unless either party gives notice in writing of its intention to amend this Agreement on ten (10) days clear notice within a period of ninety (90) days prior to the date of expiration. In the event that either party gives notice-seeking amendment, negotiations will commence within ten (10) days after receipt of such notice.

12.02 Upon this Agreement becoming effective, all prior contractual Agreements between the Company and the Union are superseded and terminated. No provisions of this Agreement shall have any effect prior to the effective date of this Agreement unless specifically provided herein.

FOR THE COMPANY

Norm E. Grigg
Brian Eves

FOR THE UNION

Don Lyons
Pardo Vulcano
Jim Dipaolo
John Thorne
Pete Dorschner
Don Battler
Mike Reeves
Dan Webster (CAW)

APPENDIX "A"

LABOUR GRADES, CLASSIFICATIONS AND WAGE RATES

	RATE	12/1/98	12/1/99	12/1/2000
GROUP I	\$18.46	\$19.01	\$19.61	
Helper/Assembler, Sweeper				
GROUP II	\$18.51	\$19.06	\$19.66	
Saw Operator				
GROUP III	\$18.57	\$19.12	\$19.72	
Fork Lift Operator				
Spot Welder				
Electric Tester				
Stockroom Clerk				
Machine Loader Clerk - 2nd and 3rd shift				
Crane Operator				
First Aid Attendant - 2nd & 3rd shift				
Coil Bender and Set-up				
GROUP IV	\$18.62	\$19.17	\$19.77	
Wood Machine Operator				
Shipper-Receiver				
Self Contained Unit Tester				
Expeditor				
Fork Lift/Tractor Operator				
GROUP V	\$18.68	\$19.23	\$19.83	
Glass Polisher				
Condensing Unit Panel Tester				
Production Electrician & Trouble Shooter				
New-System-Electrical Assembly				
Control Panel Assembler				
Brazer, Assembly				
Foam Machine Operator				
GROUP VI	\$18.74	\$19.29	\$19.89	
Arc Welder				
Spray Painter				
Utility Man				
Coil Set Up and Brazer (Certified Brazer)				

GROUP VII	\$18.79	\$19.34	\$19.94
Argon Welder			
New-System-Electrical Technician			
New System- Mechanical Assembly (Certified Brazer)			
Spray Painter & Paint Preparation			
Paint Sprayer and Body Preparation			
Sheet Metal Clerk - Days			
Press Operator			
Brazer Unit Line (Certified Brazer)			

GROUP VII	\$18.89	\$19.44	\$20.04
Certified Welder			
Cratemaker			

GROUP IX	\$18.94	\$19.49	\$20.09
Refrigeration Technician			

GROUP X	\$19.04	\$19.59	\$20.19
Specialty Operator			

GROUP XI	\$19.54	\$20.09	\$20.69
Refrigeration Specialist			

LEADHANDS

Leadhands other than maintenance shall be paid \$.45/hr above the highest labour grade rate he leads.

SKILLED TRADES

GROUP I	\$22.85	\$24.40	\$25.00
Electrical (Electronics) & General Maintenance			
Millwright & General Maintenance			

GROUP II	\$23.35	\$24.90	\$26.50
Lead Hand Maintenance			
Lead Hand Electrical			
Plant Chairperson			

During the term of this Agreement, the starting rate for production worker vacation replacement hires will be \$9.00 per hour for the term of agreement.

In the event the Company beyond the summer period retains employees hired as vacation replacements, their rate of pay will be administered in accordance with the wage progression schedule for "new hires".

Production employees hired during the agreement term will be placed on a twenty eight (28) month progression schedule. Their starting rate of pay shall be 75% of the classification rates shown in Appendix 'A'.

Six (6) months active service from their date of hire, their rate of pay will be 80%.

Twelve (12) months active service from their date of hire, their rate of pay will be increased to 85%.

Eighteen (18) months active service from their date of hire, their rate of pay will be increased to 90%.

Twenty-four (24) months active service from their date of hire, their rate of pay will be increased to 95%.

Twenty-eight (28) months active service from their date of hire, the employees rate of pay will be increased to the maximum rate of their classification in effect at the time Employees hired under the previous eighteen (18) month progression scale will continue on such scale.

APPENDIX "B"
EXTENDED HEALTH BENEFITS
(Including Dental)

GENERAL PROVISIONS

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

- You are covered under the collective agreement for active employees and have completed the probationary period set out in the collective agreement.
- You are a resident of Canada.

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

- You are a member as set out above
- You have at least one dependent.
- Your dependants are residents of Canada

WAITING PERIOD: The waiting period is in accordance with article 11.02.

DEFINITIONS

DEPENDENT: Means a member's spouse or a dependant child of a member or his spouse.

DEPENDENT CHILD: Means an unmarried natural, adopted or stepchild who is entirely dependent on the member for maintenance and support and who is:

- under 21 years of age
- under 25 years of age and attending a school, college or university, or is
- physically or mentally incapable of self-support and became incapable to that extent while entirely dependent on the member for maintenance and support and while eligible under (1) or (2) above.

No person may be eligible for benefits both as an employee and as a dependent, or as a dependent of more than one employee.

Dependents become eligible on the same date as you do or, if acquired later, on the date they first become eligible dependents.

HE, HIS, HIM: Refers to both genders.

SPOUSE Means the person who is married to the member, except that a person of the opposite sex who is living with the member and is publicly represented as the member's wife or husband will be considered to be the member's spouse.

WE, US, OUR: Refers to Clarica

ENROLLMENT: To enroll for all benefits you must submit a completed enrollment form. If you have a dependent, request dependent insurance when you enroll.

If you have no dependent when you enroll and later acquire one, request dependent insurance. If you request dependent insurance more than 31 days after you become eligible, you must submit evidence of insurability for each dependent to Clarica. If your new dependent is a common-law spouse, see your plan administrator to find out how to enroll for dependent insurance.

COMPARABLE COVERAGE: If you are covered for comparable coverage under your spouse's plan, you may decline the extended health/dental coverage offered under this plan.

SUBROGATION: Subrogation applies to any medical and/or dental expenses you have been paid as a result of an injury caused by another person. The intent of subrogation is to limit your benefit payments to the amount you actually lost. Once the person who is responsible for your loss compensates you, you must reimburse Clarica. If subrogation applies to your claim, Clarica will contact you to obtain the necessary information required to proceed.

TERMINATION OF COVERAGE: Your coverage will terminate for a number of reasons:

1. You are no longer eligible.
2. The provisions or policy terminates.

EXTENDED HEALTH PROVISION

CLAIMS: A claim must be received by us within 90 days of the date that the expense is incurred. For the assessment of a claim, itemized bills, attending physician statements or other necessary information are required.

If your claim is expected to cost more than \$300.00 you should request pre-authorization to ensure that the expenses are covered.

There is a time limit for proceedings against Clarica for payment of a claim. Proceedings must be started within 1 year of Clarica's receipt of the proof of the claim. Charges for the completion of any insurance forms are not covered.

PAYMENT OF BENEFITS: You will be reimbursed when you submit proof to Clarica that you or your covered dependent has incurred any of the eligible expenses for medically necessary services required for the treatment of disease or injury.

To determine the amount payable, the total amount of eligible expenses you claim will be adjusted as follows:

1. The eligible expense maximums are applied.
2. The deductible, which must be satisfied each calendar year, is subtracted, and
3. The reimbursement percentage is applied.

CO-ORDINATION OF BENEFITS: If a member or dependent is insured under another policy, payment of benefits under this policy will be determined as follows:

1. If the other policy does not contain a co-ordination of benefits clause, payment under the other policy must be made before we will pay under this provision.

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

Member:

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

Spouse:

1. The plan where the person is covered as a member.

Dependent Child:

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

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

AT TERMINATION: If on the date in question,

1. If the member has a medically determinable physical or mental impairment due to injury or disease which prevents him from performing the regular duties of the

occupation in which he participated just before the impairment started: regardless of the availability of work for him, or

- The insured dependent has a medically determinable physical or mental impairment due to injury or disease, is receiving treatment from a physician and is confined to a hospital or his home.

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

EXCLUSIONS: No benefit shall be payable for:

Expenses for which benefits are payable under a Worker's Safety Insurance Board Act or similar statute,

Expenses incurred due to internationally self-inflicted injuries,

Expenses incurred due to civil disorder or war, whether or not war was declared,

Expenses for services and products rendered or prescribed by a person who is ordinarily a resident in the patient's home or who is related to the patient by blood or marriage,

Expenses for which benefits are payable under a government plan,

Expenses for benefits which are legally prohibited by the government from coverage,

Out-Of-Province expenses for elective (non-emergency) medical treatment or surgery.

EXTENDED HEALTH - PAY DIRECT DRUG BENEFIT

ELIGIBLE EXPENSES: The items of eligible expenses have been determined as of January 1, 1997. After that date, drugs and drug products will be monitored and the items of expense within the following categories will be adjusted as approved by Hussmann Canada Inc., and Clarica.

There is a \$2.50 deductible per prescription.

Eligible expenses mean reasonable and customary charges for the following items of expense, provided a physician or dentist prescribes them and dispensed by a registered pharmacist:

1. Drugs which legally require a prescription and are identified in the Monographs section of the current Compendium of Pharmaceuticals and Specialties as a narcotic, controlled drug, or requiring a prescription.
2. Life sustaining drugs which may not legally require a prescription and are identified in the Therapeutic Guide section of the current Compendium of Pharmaceuticals and Specialties under the following headings:
 - Anti-anginal agents
 - Antiparkinson agents
 - Bronchodilators
 - Antihyperlipidemic agents
 - Hyperthyroidism therapy
 - Tuberculosis Therapy
 - Anticholinergic Preparations
 - Anti-arrhythmic agents
 - Glaucoma therapy
 - Insulin preparations, including gun and pump
 - Oral fibrinolytic agents
 - Potassium replacement therapy
 - Topical enzymatic deriding agents
3. *Injectible* Drugs
4. Compounded prescriptions where one of the ingredients is an eligible expense.
5. Needles, syringes, and chemical diagnostic aids for the treatment of diabetes (includes *monole*t lances).

GENERIC SUBSTITUTION: The maximum amount payable for an eligible expense will be limited to the lowest priced item in the appropriate generic category, unless the physician or dentist has indicated no substitution on the prescription form.

LIMITATIONS AND EXCLUSIONS: No benefit is payable for:

1. The portion of expenses for which reimbursement is provided by a government plan,
2. Expenses for drugs which, in our opinion are experimental,
3. Expenses for dietary supplements, vitamins and infant foods,
4. Expenses for contraceptives (other than oral),
5. Expenses for smoking cessation aids,
6. Expenses for drugs if they are used for the treatment of infertility,
7. Expenses for drugs if they are used for the treatment of obesity.

VISION CARE PLAN - DEFINITIONS

LICENSED MEDICAL DOCTOR: Means a doctor of medicine (M.D.) legally licensed to practice medicine.

OPHTHAMOLOGIST: Means a person licensed to practice ophthalmology.

OPTOMETRIST: Means a member of the Canadian Association of Optometrists or of a provincial association associated with it.

REASONABLE AND CUSTOMARY CHARGES: Mean those which are usually made to a person without insurance for the items of expense listed under expenses and which do not exceed the general level of charges in the area where the expense is incurred.

ELIGIBLE EXPENSES: Eligible expenses are the reasonable and customary charges for the following items of expense:

1. Eye examinations by an Ophthalmologist or optometrist limited to one examination in a 24 month period (12 month period for a covered dependant under age 18).

2. Eyeglasses, frames, contact lenses and repairs to the that are necessary for the correction of vision and a prescribed by an Opthamologist or Optometrist, or licensed medical doctor, limited to the maximum \$270.00 for eligible expenses incurred during a 12 month period for the member and each covered dependent. Effective December 1, 1999 the amount will be \$280.00. Effective December 1, 2000 the amount will be \$290.00.
3. Eyeglasses and contact lenses certified by a Opthamologist as necessary due to a surgical procedure or the treatment of keratoconus, limited to \$200 for the non-surgical treatment of keratoconus for the lifetime of the member and each covered dependent and \$200 for expenses incurred within six months of each surgical procedure.

EXCLUSIONS: No benefit is payable for:

1. Expenses incurred under any of the conditions listed on the extended health provisions page as exclusion.

SUPPLEMENTARY HEALTH CARE BENEFIT

DEFINITIONS

PHYSICIAN: Means a doctor of medicine (M.D.) legally licensed to practice medicine.

HOSPITAL: Means a legally licensed hospital, which provides facilities for diagnosis, major surgery and the care and treatment of a person suffering from disease or injury on an in-patient basis, with 24-hour services by registered nurses and physicians. This includes legally licensed hospitals providing specialized treatment for mental illness, drug and alcohol addiction, cancer, arthritis and convalescing or chronically ill persons when approved by us. This does not include nursing homes, homes for the aged, rest homes or other places providing similar care.

LICENSED NURSING HOME Means an institution other than a hospital where registered care is provided and where the province pays a daily allowance for the confinement

omes for the aged, retirement or rest homes or other remises or places providing similar care are excluded, except that a chronic care section of a hospital or a convalescing hospital providing specialized treatment of convalescing or chronically ill persons will be included if charges for such treatment are not paid for by the province.

REASONABLE AND CUSTOMARY CHARGES: Means those which are usually made to a person without coverage for the items of expense listed under Eligible Expenses and which do not exceed the general level of charges in the area where the expense is incurred.

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

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

Orthopaedic shoes which form an integral part of a brace, and orthotics which are prescribed by a physician, podiatrist, chiropodist or chiropractor.

Orthotics, when they are required for the correction of deformity of the bones and muscles and provided they are not solely for athletic use and are prescribed by a physician, podiatrist, chiropodist or chiropractor.

External prostheses and Orthotic appliances, including repairs, fittings and adjustments of such devices, which replace all or part of an organ (including contiguous tissue) or replace all or part of the functions of a permanently inoperative or malfunctioning body organ. To be covered for this benefit, the advice in writing of the attending physician must include a description of the equipment as well as the reason for use or the diagnosis.

Ostomy sets and accessories, catheterization equipment, urinary sets, external breast prostheses (including surgical brassieres).

Hearing aids and repairs to them, excluding batteries, limited to \$450 for eligible expenses incurred during a

5-year period (this does not cover medical examinations, audiometric examinations or hearing aid evaluation tests, medical or surgical treatment, drugs or medication, completion of any insurance forms and must be purchased for the sole use of the subscriber or eligible dependent).

6. Trusses and Crutches.
7. Plaster of Paris, fiberglass casts.
8. Rigid or semi-rigid supporting devices such as braces for the legs, arms, neck or back, splints, trusses; and appliances essential to the effective use of an artificial limb or corrective brace, provided they are not solely for athletic use. Non-rigid appliances and supplies such as elastic stockings, garter belts and supports, corsets and corrective shoes except as set out above.
9. Artificial limbs or other prosthetic appliances, such as legs, eyes, ears, nose, larynxes, prosthetic lenses (for people lacking an organic lens or following cataract surgery); aniseikonic lenses; above or below elbow prostheses; external cardiac pace makers; terminal devices such as a hand or hook whether or not an artificial limb or corrective brace.
10. Oxygen sets and respirators. The physician must indicate how it is to be administered and what equipment is to be used.
11. Blood glucose monitors limited to \$150 for eligible expenses incurred during a 5-year period.
12. Rental, or purchase at our option, of durable equipment, which is required for temporary therapeutic use in the patient's home and is approved by us. Eligible durable equipment includes, but is not limited to, items such as:
Wheelchairs, Wheelchair repairs limited to a lifetime maximum of \$250. Walkers. Hospital Beds. Traction Kits. Trapeze Bars. Patient Lifts. Bedpans, commodes, urinals (if patient is bed confined). Decubitus (Ulcer) Care Equipment, Dialysis equipment. Dry heat and ice application devices. I.V. Sets. Intermittent positive pressure

units, Neuro-muscular stimulants, Sitz Baths, traction equipment, Vapourizers, Whirlpool Baths, tens unit including pads and electrodes.

13. Insulin Gun and Pump and Glucometer.
14. The following hospital and medical services which are **not** offered in the province of residence and are performed following written referral by the attending physician in the patient's province of residence limited to a \$50,000 in a calendar year.
 - a) Public ward accommodation and auxiliary hospital services in a general hospital limited to, after deducting the amount payable by a government plan.
 - b) Services of a physician limited to, after deducting the amount payable by a government plan, the level of physicians' charges in the patient's province of residence.

Items of expense incurred outside of Canada re eligible only if they are not offered in any province of Canada.
15. Accommodation in a licensed nursing home limited to the difference between the daily allowance paid by the provincial plan for extended care services in a standard ward and the nursing home's daily charges for a semi-private room, if such accommodation is occupied.

EXCLUSIONS

No benefit is payable for:

1. Expenses for the services of a homemaker.
2. Expenses for items purchased solely for athletic use.
3. Dental expenses, except those specifically provided under Eligible Expenses for treatment of accidental injuries to natural teeth.
4. Utilization fees, which are imposed by the provincial health, care plan for the use of a service.
5. Daily benefits will not be paid under this plan if the patient is absent from the nursing home. However, a covered individual receiving extended care service may

continue to receive benefits for up to two calendar days following admission to a public general hospital.

6. Items that are not primarily medical in nature or are for comfort and convenience (e.g. Bedboards, overbed tables, adjust-a-bed, bathtub lifts, telephone arms, air conditioners, etc.)
7. Miscellaneous- e.g. Physician's equipment, disposable supplies, exercise and hygienic equipment, self help devices, and corrective shoes and arch supports and completion of insurance forms.
8. Expenses incurred under any of the conditions listed on the Extended Health Provision page as Exclusion.

**EXTENDED HEALTH
OUT-OF-PROVINCE EMERGENCY AND
TRAVEL ASSISTANCE BENEFIT**

DEFINITIONS

EMERGENCY: Means a sudden, unexpected occurrence (disease or injury) that requires immediate medical attention. This includes treatment (non-elective) for immediate relief of severe pain, suffering, or disease which cannot be delayed until the member or insured dependant returns to his province of residence.

FAMILY MEMBER: Means a member or his insured dependant.

HOSPITAL: Means a legally licensed hospital which provides facilities for diagnosis, major surgery and the care and treatment of a person suffering from disease or injury, on an in-patient basis, with 24 hour service by registered nurses and physicians.

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

to be insured for the Out-of Province Emergency and Travel Assistance Benefit, a member and his insured dependant must have provincial health care coverage. Expenses for hospital/medical services and travel assistance benefits are eligible if:

- They are incurred as a result of emergency treatment of a disease or injury, which occurs outside the member's or dependant's province of residence.

They are medically necessary, and

They are incurred due to an emergency, which occurs during the first six months of travelling on vacation or business outside the member or dependant's province of residence. The six month travel period starts on the first day of departure.

ELIGIBLE EXPENSES FOR HOSPITAL/MEDICAL SERVICES

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

Public ward accommodation and auxiliary hospital services in a general hospital.

Services of a physician.

Economy air fare for the patient's return to his province of residence for medical treatment.

Licensed ground ambulance service to the nearest hospital equipped to provide the required treatment, or to Canada, when the patient's physical condition prevents the use of another means of transportation.

Emergency air ambulance service to the nearest hospital equipped to provide the required treatment, or to Canada, when the patient's condition prevents the use of another means of transportation, and if the patient requires a registered nurse during the flight, the services and return air fare for the registered nurse.

The maximum amount per calendar year for the above eligible Expenses is \$1,000,000 for the member and for each insured dependant. Expenses that are included as

Eligible Expenses under Drug, Vision, Hospital or Supplementary Health Care benefits are also eligible while the member is travelling outside of Canada. These expenses are subject to the deductibles and reimbursement percentages listed under the appropriate benefit.

ELIGIBLE EXPENSES FOR TRAVEL ASSISTANCE BENEFITS

Eligible expenses mean reasonable and customary charges for the following item of expense.

1. Family assistance benefits, which include reimbursement for the cost of:
 - a) Return transportation for insured dependant children who are under the age of 16, or who are, handicapped, if they are left unattended because the member or the member's insured spouse is hospitalized outside the province of residence. If necessary, an escort will be provided to accompany the dependant children. The maximum payable for the return transportation is a one-way economy fare for each dependant child.
 - b) Return transportation for family members, if the hospitalization of a family member prevents them from returning home on the originally scheduled, pre-paid transportation, and consequently requires them to purchase new return tickets. The extra cost of each return fare is payable to a maximum of a one-way economy fare, less any amount reimbursed for the unused, return tickets.
 - c) Visit of one relative A (spouse, parent, child, brother or sister), if a family member is hospitalized for more than 7 days while travelling without a relative. This includes meals and accommodation up to a maximum of \$150 per day per family unit, if the member's or an insured dependant's trip is extended because a family member is hospitalized.
 - d) Meals and accommodation up to a maximum of \$150 per day per family unit, if the family member's or an insured dependant's trip is extended because a family member is hospitalized.

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

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

RAVEL ASSISTANCE SERVICE

We will provide a toll free number which gives the member and his insured dependants 24 hour access to a worldwide assistance network. For an emergency, which occurs during the 6-month travel period, the network will provide the following emergency assistance services:

Physician and hospital referrals.

On-going monitoring of medical treatment if a family member is hospitalized.

Coordination of transportation arrangements via ground or air ambulance if it medically necessary to return a family member to Canada or transfer him to another hospital that is equipped to provide the required treatment.

Payment assistance for hospital/medical expenses.

Legal referrals.

A telephone interpretation service.

7. A message service for the member and his family, friends and business associates; Messages will be held up to 15 days.

EMERGENCY PAYMENT ASSISTANCE

ELIGIBLE HOSPITAL/MEDICAL EXPENSES OVER \$200

To ensure these expenses are guaranteed or paid, provincial health care coverage and coverage under the Extended Health Insurance Provision will be verified, whenever possible, for the hospital providing the medically necessary services.

If we guarantee or arrange a payment for these expenses on behalf of the member or an insured dependant, the member must sign an authorization form allowing us to recover the balance of the guarantee or payment from the provincial health care plan.

If we guarantee or arrange a payment for expenses that require a percentage paid by the member, or that are not covered under the plan or the provincial health care plan, the member must reimburse us for the excess amount of the guarantee payment.

If these expenses are not guaranteed or paid, we will reimburse the member when we receive proof of the claim.

ELIGIBLE HOSPITAL/MEDICAL EXPENSES UNDER \$200

– These expenses should be paid by the member first, then submitted to the provincial health care plan for consideration, and finally submitted to us for any unpaid balances on the claim.

EXCLUSIONS AND LIMITATIONS

No benefit is payable for:

1. Expenses incurred by the member or his insured dependant for an emergency, which occurs more than six months after the departure from his province of residence.

2. Expenses for the regular treatment of an injury or disease, which existed before the member's or dependant's departure from his province of residence.
3. Expenses incurred on a non-emergency or referral basis.
4. Expenses incurred under any of the conditions listed as Exclusion in the Extended Health Insurance Provision.

If your group plan provides coverage for retired employees, the retired employee and his insured dependants must return to his province of residence for at least 30 consecutive days before becoming eligible for another 6 months of coverage.

Due to conditions such as war, political unrest, epidemics, and geographic inaccessibility, emergency assistance services may not be available in certain countries.

Neither we nor the Company providing the assistance services is responsible for the availability, quality or results of the medical treatment received by the member or an insured dependant, or the failure to obtain medical treatment.

When calling the 24 hour helpline, please be ready to state your policy no., certificate no., ID no., and Provincial Medical Insurance Plan/Health Card number located on your Clarica travel assistance card.