

**IN THE MATTER OF A COLLECTIVE AGREEMENT**

**BETWEEN:**

**SAMUEL, SON & CO., LIMITED**  
(hereinafter ~~known~~ as the "Employer")

**-AND-**

**UNITED STEELWORKERS OF AMERICA**  
**LOCAL 6398**  
(hereinafter ~~known~~ as the "Union")

**Effective May 6, 2002**  
**To May 6, 2005**

04237(07)

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## **ARTICLE 1 -PURPOSE**

1.01 It is the general purpose of this Agreement to promote the mutual interests of the Company and its employees and to provide for the operation of the Company's plant under conditions which will further the safety and welfare of the employees and economy of operations, and also provide for wage rates and working conditions as well as a procedure for the disposition of grievances arising under this Agreement.

## **ARTICLE 2 - RECOGNITION**

2.01 The Company recognizes the Union as the sole and exclusive bargaining agency with respect to all matters covered by this Agreement for all employees of the Company located at its Plant in the City of Mississauga, Ontario, save and except foremen, persons above the rank of foreman, plant clerks, office and sales staff, and students hired for the school vacation period. In the event such a student is retained in employment by the Company, it will not be necessary for the student to complete any further sixty (60) days for the purposes of a probationary period. No student shall be offered overtime until all other employees in the Department have refused overtime.

No employee will be forced to work outside the Company premises, but any overtime available through such work will not be available to the individual.

- 2.02 The term "employee" or "employees" whenever herein used shall mean only those employees coming within the bargaining unit as described above.
- 2.03 When a new employee is hired by the Company, he will be informed of the names of the Union Officials and Stewards and will be advised that there is a Collective Agreement in effect between the Company and the Union. The Company will provide the Union with the names and addresses of new hires and the date of hire.

### **ARTICLE 3 -MANAGEMENT FUNCTION**

- 3.01 The Union recognizes that the management of the Plant and the direction of the working forces are fixed exclusively in the Company and, without restricting the generality of the foregoing: the Union acknowledges that it is the exclusive function of the Company to:
- a) Maintain order and efficiency;
  - b) hire, retire, discharge, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that if an employee who has completed the probationary period has been discharged or disciplined without reasonable cause, a grievance may be filed and dealt with in accordance with the Grievance Procedure;
  - c) Make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees:

- d) determine the nature and kind of business conducted by the Company, the kinds and locations of equipment and materials to be used, the control and materials and parts, the methods and techniques of work, the schedules of work, number of personnel to be employed, the extension, limitation, curtailment or cessation of operations, and to determine all other functions and prerogatives here before vested in and exercised by the Company which shall remain solely with the Company except as specifically limited by the express provisions of this Agreement.
- e) As has been past practice, the Company will discuss with the Union areas of concern re: the necessity of contracting out, with the view to resolving these problems prior to contracting out.
- f) The Company shall keep the union notified, in writing, of the names of the foremen and supervisors, and their respective departments and effective dates of their appointments.

3.02 The Company agrees these functions will be exercised in a manner consistent with this Agreement.

#### ARTICLE 4 • REPRESENTATION

4.01 The Union may elect from amongst the employees who have been continuously employed by the Company for at least **three (3)** months, twelve **(12)** stewards for the purpose of assisting employees in presenting grievances

to the Company **as** set forth in this Agreement, the stewards should be distributed to as many departments as possible.

**4.02** The Union shall keep the Company notified in writing of the names of the stewards and the effective date of their appointment.

**4.03** The stewards shall continue to perform their regular work in order to maintain efficiency of operations; however, in accordance with this understanding, should they desire to assist an employee in presenting grievances during working hours, they will not leave their work without first obtaining the permission of their immediate supervisor, and such permission shall not be unreasonably withheld. It is also understood that a steward shall not enter another department without first obtaining the permission of the supervisor of such department and notifying him **as** to the nature of the grievance and the personnel involved. Prior to returning to **his** work in his own department, a steward will report to his immediate supervisor. It is agreed that stewards will not absent themselves from work unnecessarily during working hours for the purpose of servicing grievances hereunder. In return for **this** undertaking the Company will compensate such stewards at their regular hourly rate for ~~time~~ time spent during their regular working hours for such purposes, provided the procedure under Section ~~6.03~~ 6.03 is followed. The Company reserves the right to limit the time spent in the servicing of grievances if it deems the time taken to be excessive.

- 4.04 The Company will recognize a Union Negotiating Committee of not more than five **(5)** employees. The members of such Negotiating Committee will be compensated by the Company at their regular hourly rate for time spent attending Company/Union meetings in connection with the renewal of this Agreement, except such compensation shall not apply for time spent out of normal scheduled hours.
- 4.05 The Company shall pay for all time lost due to Union business if authorized to do so by the Union and shall bill the Union monthly for all monies the Company **is** not responsible for subject to cancellation or modification by the Company at any time.
- 4.06 The Company agrees that the Union President shall be assigned to the day shift during the term of **his** office.
- 4.07 The Company shall provide the Union with an in plant Union office large enough to meet the requirements of the **Local** Union. The Company shall supply suitable furniture and telephones.

#### **DUES CHECK-OFF**

- 4.08 The Company agrees, to deduct from the employee's weekly pay each week, the sum **equivalent** to ~~the~~ regular weekly dues as provided for in the Constitution of the Union, and **will** remit the sum by cheque with a list of the names of those from whom deductions were made to the International Treasurer of the Union on or before the 20th day of each month.



- 4.09 In the event that there are insufficient earnings received by the employee to pay said due during any week during the effective term of the employee's authorization, the said deduction will not be made as affecting the relative period.
- 4.10 The Company shall not be held liable or responsible for any such dues, other than **those** actually collected on behalf of the Union.
- 4.11 it is understood and agreed that the Union will indemnify the Company and save it harmless for any and all claims which may be made against it by an employee or employees for amounts deducted from wages as provided by this Article.
- 4.12 The Company further agrees that the amount of Union dues deducted by the Company will be included on the employee's T4 slip.
- 4.13 The Company agrees that all employees located in the City of Mississauga, Ontario, save and except **foremen**, persons above **the rank** of foreman, plant clerks, office and sales staff, and students hired for the school vacation period (May 1st, through to labour Day), **shall** become and remain dues paying members of the Union as a condition of their continued employment.

## ARTICLE 5 - RELATIONSHIP

- 5.01 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.
- 5.02 The Union further agrees that there will be no solicitation for membership or other Union activities during Company time or on the premises of the Company except **as** specifically permitted by this Agreement or in writing by the Company.

### STRIKES AND LOCKOUTS

- 5.03 In view of the orderly procedure for ~~settling~~ grievances, during the term of ~~this~~ Agreement, the Company agrees that there will be no lockout of employees and the Union agrees that there will be no strike action, slowdown, sit-down or any other action which will interfere with work or production. If any such action *takes* place, the Union agrees to instruct the employees to carry out the provisions of ~~this~~ Agreement and to return to work and perform their regular duties.

## BULLETIN BOARDS

5.04 The Company will arrange for two (2) bulletin boards which may be used by the Union for posting notices which shall be subject to the approval of the Company before posting.

There shall be no general distribution or posting by employees of pamphlets, advertising or political matter, notices of any kind, or literature upon Company property other than as approved by the Company.

## **ARTICLE 6 - HARASSMENT/DISCRIMINATION**

6.01 The Company and Union agree that there will be no discrimination against any employee because of race, creed, sex, colour, national origin, Union membership or Union activity.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

7.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he **has first** given **his** immediate supervisor an opportunity of adjusting **his complaint**. The employee may request **the** assistance of his steward, provided this shall not prevent **an** employee from discussing any personal matter directly with his immediate supervisor. **If**

an employee has a complaint, he shall discuss it with his immediate supervisor within five **(5)** working days after the circumstances giving rise to the complaint have occurred and failing settlement it may then be **taken** up as a grievance within five **(5)** working days following advice of the immediate supervisor's decision in the following manner and sequence.

Stet. No. 1

By the aggrieved employee, who may **request** assistance from his steward, in writing with his department supervisor. The department supervisor will render his decision in writing within another **three (3)** working **days** following the presentation of the grievance to him. **This** decision shall be given to the Steward handling the grievance.

Failing settlement then:

Stet. No. 2

Within five **(5)** days after the decision is given under Step 1 by the grievor and the Plant Superintendent **and/or** designated representative of the Company, together with a Grievance Committee consisting of a maximum of **three (3)** employees and the plant manager, at which time a written record of **the** grievance shall be presented in writing and the decision given in writing within seven **(7)** working days following the presentation of the grievance to

the Company. An international representative of the Union may be present at this Step at the request of either the Union or the Company.

7.02 Failing settlement under the foregoing procedure of any dispute between the parties arising from the interpretation or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, such dispute may be submitted to arbitration as set forth in Article VIII. If no written request for arbitration is received within fifteen (15) working days after the decision under Step **No. 2** is given, it shall be deemed to have been settled.

7.03 All agreements reached under the Grievance Procedure between the representatives of the Company and the representatives of the Union will be final and binding upon the Company, the Union and the employees.

7.04 Where no written answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.

7.05 It is agreed that a complaint or grievance arising directly between the Company and the Union shall be originated under Step No. 2 and the time limits set out with respect to that Step shall appropriately apply. However, it is understood that the provisions of this section may not **be used with respect** to a complaint or grievance directly affecting **an** employee or **employees** and that the regular grievance procedure shall not be by-passed.

## **ARTICLE 8 - ARBITRATION**

- 8.01** If the Company or the Union requests that a grievance as above provided be submitted to arbitration, it shall **make** such request in writing addressed to the other party to this Agreement and at the same time nominate an arbitrator. Within five **(5)** working days thereafter, the other party shall nominate an arbitrator and notify the other party. The two arbitrators so nominated shall meet immediately and if, within **three (3)** working days, they fail to settle the grievance, they shall attempt to select by agreement a Chairman of the Arbitration Board. If **they are** unable to agree on such a Chairman within a further period of two **(2)** working days, they shall then request the Minister of Labour for the Province of **Otario** to appoint a Chairman.
- 8.02** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.03** The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. No matter **may** be submitted **to** arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

- 8.04 The decision of the majority of the Arbitration Board will be <sup>15</sup>final and binding upon the parties hereto.
- 8.05 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the fees and the expenses of the Chairman of the Arbitration Board.
- 8.06 Upon mutual agreement in writing of the parties, a single Arbitrator may be substituted for a Board of Arbitration; in such cases, all of the other provisions of this Article shall continue to apply as with a Board of Arbitration.
- 8.07 The proceedings of the Arbitration Board will be expedited by the parties hereto.

## **ARTICLE 9 -DISCHARGE AND DISCIPLINE**

- 9.01 A claim by an employee who has completed his probationary period that he **has** been unreasonably discharged shall be treated **as** a grievance if written statement of such grievance is lodged with the Superintendent of the Company within five **(5)** working **days** after the employee **ceases** to work **for** the Company and the first **step** of the Grievance Procedure will be **omitted** in any such case.

**9.02** Such special grievances may be settled under the Grievance and Arbitration Procedures by:

- a) confirming the Company's action in dismissing the employee: or
- b) reinstating the employee with full compensation and seniority for time lost; or
- c) by any other arrangement which is reasonable in the opinion of the parties or the Arbitrator Board if appointed.

**9.03** In the case of discharge of an employee who has completed his probationary period, the employee **may**, upon request to his immediate supervisor, interview his steward before leaving the Plant in a place as designated by the Company. Such **an** employee will follow the instructions of his immediate supervisor.

**9.04** **An** employee called into the office in connection with the imposition of discipline shall have the right to have a steward of his choice present provided such steward is at work; however, if more than one (1) member of management is present for such purposes, then such steward must be present also.

**9.05** Written warnings to be removed after twelve (12) months. Suspension to be removed after eighteen (18) months.



## **ARTICLE 10 - SENIORITY**

10.01 An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall his name be placed on the seniority list until after he has completed sixty (60) calendar days continuous employment. Upon completion of such probationary period, the employee's name shall be placed on the appropriate seniority list with seniority dating from the date and shift he was last hired by the Company. Everything being equal proceed in alphabetical order. The dismissal of a probationary employee shall not be the subject of a grievance.

10.02 The Company shall maintain a seniority list for the Plant and a copy of this list shall be posted for employee inspection. A copy shall also be provided for the Union President. The list shall be brought **up** to date at **least** every three (3) months. The Company shall provide the Union with a seniority list showing the employees' addresses once per year. Seniority will be applied on a plant wide basis.

### **LOSS OF SENIORITY**

10.03 A person shall lose all seniority and shall be deemed to have **quit** the employ of the Company if he:

- a) voluntarily quits the employ of the Company, or

- b) is discharged for reasonable cause, or
- c) fails to report to work within five **(5)** days after being notified by the Company by registered mail following a layoff **or** fails to advise the Company within *two* **(2)** working days of his intention to ~~report~~ for work pursuant to the notification **unless** a reason satisfactory to the Company is given, or
- d) is absent for three **(3)** consecutive days without notifying the Company unless a reason satisfactory to the Company is given, or
- e) is absent due to layoff for more than: twelve (12) months if the employee has less than two **(2)** years seniority, or *twenty-four* (24) months if the employee has between two (2) years and ten (10) years seniority, or *forty-eight* **(48)** months for an employee who has over ten (10) years seniority or
- f) fails to return to work upon termination of an authorized leave-of-absence, unless a reason satisfactory to the Company is given, or
- g) is absent due to sickness or injury in excess of:
  - i) twelve (12) months if the employee has less than two **(2)** years seniority, or

- ii) twenty-four (24) months if the employee has two (2) or more years seniority, or
- iii) thirty-six (36) months for ten (10) years or more seniority, or
- h) is in receipt of Workers' Compensation benefits and is absent in excess of three (3) years.

10.04 It shall be the duty of employees to notify the Company promptly of any change in address. **If** an employee fails to do this, **the** Company will not be responsible for failure **of** a notice to reach such employees.

## **ARTICLE 11 -LAYOFF**

11.01 In the event of a work shortage, for the purpose of layoffs and for the purpose of recalling those to work who have been laid **off**, seniority will be applied on a plant wide basis and the following factors shall be considered, seniority, efficiency, skill, physical fitness, and ability to perform the **job** within an eight (8) hour period. It is agreed that where efficiency, skill, ability to perform the work and physical fitness are relatively equal, seniority as herein defined will **govern**.

11.02 In the event there is a work shortage which results in a permanent reduction in operations, the junior displaced employee shall displace the most junior employee within a job **group** parallel to his **group** or below provided he has the seniority, **skill**, ability, physical fitness and qualifications to perform the job after an adequate familiarization period. If he refuses such assignment, he will then be assigned to **Group 1** in his Department (excluding the sweeper and janitors classification).

11.03 In the event there is a work shortage which results in a temporary reduction in operations, the junior displaced employee will be assigned, by the Company, to a job group provided he has the seniority, **skill**, ability, qualifications and physical fitness to perform the job after an adequate familiarization period. If he refuses such an assignment the procedure 11.01 above will apply.

11.04 In the event that a job is permanently eliminated, within the plant, the affected employee will exercise their right to bump under Article 11.01. If no history is available the Union and the Company will investigate as fairly as possible to determine the displaced employee's status.

When the job status of the displaced employee still cannot be determined, the affected employee will have the right to displace the most junior employee in any job provided he has the seniority, **skill** and physical fitness to immediately perform the job within an eight (8) hour period. If the employee cannot perform the job satisfactorily, he will be assigned a job in

Group 1. It is understood that such employee can exercise the right only once and within a ten (10) working days period from the date their job was eliminated.

The displaced employee shall displace the most junior employee within a job group parallel to his group or below provided he has the seniority, **skill**, ability, physical fitness and qualifications to perform the job.

11.05 When operations increase again the above assignments will take place in reverse.

11.06 Article 11.01 shall apply to an employee who is about to be laid off from the Plant. Such an employee shall be permitted to displace a less senior employee in a higher group providing he has the skill, ability and physical fitness to perform the job within an eight (8) hour period.

11.07 The Company will give five (5) days notice of layoff or pay in lieu thereof in advance of the effective date which will be Friday of any week.

11.08 When part of the operation is shut down on a permanent basis the displaced incumbent will have the option to return to their job should the Company decide to reactivate that part of the operation, within an eighteen (18) month period, even if these employees have since then been awarded other job position.

11.09 The Company will give five (5) days notice of layoff or pay in lieu thereof in advance of the effective date, which will be Friday of any week.

11.10 In the event of a layoff, the Union's President, Vice-President, Recording Secretary, Financial Secretary, Treasurer and Chief Steward, during their respective terms of office, will be retained in the employ of the Company as long as there is work available which they are qualified and willing to perform, regardless of their position on the seniority list.

### TEMPORARY ASSIGNMENTS

11.11 An employee assigned by the Company to another job as a result of a disciplinary demotion, will receive the rate of the job to which he is assigned.

11.12 A qualified employee temporarily assigned at the convenience of the Company to another job will receive the rate of the job to which he is assigned or the rate of the previously held job, whichever is higher. Any such temporary assignment will be for a period of no longer than sixty (60) calendar days.

11.13 An employee assigned to another job as a result of a work shortage, which occurs during a pay period, will receive the rate of the job, which he previously held for the balance of the pay period, which shall not be less than three (3) working days. Thereafter, he will receive the rate for the job to which he is assigned for the balance of such assignment.

In the event such an assignment occurs on the first day of a scheduled workweek, an employee will receive the rate of the job, which he previously held for a period of five (5) working days. Thereafter, he will receive the rate of the job to which he is assigned for the balance of such assignment.

11.14 An employee affected by a work shortage will not be permitted to replace another employee in a higher rated job classification.

In the event of a recall following a return to work from a work shortage, the affected employees must return to their incumbent job when available.

11.15 Beyond the Government's current requirements, the Company agrees to pay any employee with more than one (1) year of service but less than five (5) years of service, and who is permanently laid off due to lack of work, one week's pay at his regular hourly rate for each year of service completed.

## ARTICLE 12 -LEAVE OF ABSENCE (UNION BUSINESS)

12.01 Leave-of-absence without pay, may be granted by the Company on request for such reason's as it considers proper, but such leave-of-absence shall not be unreasonably or arbitrarily withheld.

12.02 Upon written application, the Company will grant, subject to operational needs, an extended unpaid leave-of-absence for not more than one member of the Union for the purpose of attending to the affairs of the Union. Such leave shall not be unreasonably or arbitrarily withheld. Leave-of-Absence to attend the Union's conventions for employees not to exceed one hundred and twenty days in any calendar year will be considered a legitimate reason.

The employee must have a minimum of two (2) years seniority to qualify for such leave. Any such leave-of-absence shall not exceed two years. Service shall be retained and accumulated for vacations and pension during such leave. (Vacations are unpaid.)

The employee will be solely responsible for benefits costs during his leave-of-absence and will pay to the Company the costs for such benefits coverage.

## **ARTICLE 13 -JOB POSTING**

13.01 The Company shall post notice of the initial job vacancy coming within the scope of this Agreement on the Company's bulletin boards for a period of four (4) working days before it is permanently filled. The posting will identify the job, which is vacant and the applicable hourly rate. Employees will apply by signing a three (3) part form, with one copy going to the employee, one to the Union, and one to file for such job vacancy within such four (4) day period, it being understood that the Company, in the case of a permanent posting where the job will be awarded to the senior qualified



applicant who applied and he will be given a period of training as determined by the Company. Should he not adapt, at any time during the period of training, in the Company's opinion, to this position he will be returned to the job classification, which he held prior to the posting. The next senior qualified applicant will then follow the procedure as outlined above until the vacancy is filled. The vacancy created by the filling of a posted initial job vacancy will be posted in addition to the posting of the initial job vacancy and filled in accordance with the above. The Company will post the name of the successful applicant, within ten (10) working days from the date the job vacancy was posted. The Union will receive a copy of the job posting application when removed by the Company from the bulletin board. The Company reserves the right not to consider a senior applicant who has previously failed to meet the requirements of a similar job in the same or higher group as he is applying for a period of eighteen (18) months.

13.02 **A** successful applicant under the above job posting provision, may return to the job classification he held prior to the posting in the event he does not wish to remain on the posted job, provided if he so elects, he must return within a period of five (5) working days from the date he commenced work on the posted job. if he does not wish to continue in his new job after five (5) days, the employee will be assigned to a labour position by the Company within a reasonable time period.

13.03 It is agreed that with respect to the job vacancies referred to in Section 13.01, the Company will post for job classifications Group 2 and above.

13.04 If an employee is awarded the job and resigns prior to the completion of training, he must wait one (1) year before applying for another posting.

13.05 The Company and Union will accept written applications from employees for a specific job to be posted during their absence. This applies to employees who will be absent from work for vacation and union business purposes only. Applications must be submitted prior to the Employees absence.

13.06 When an employee is sick or on Workers' Compensation for an indefinite length of time the Company will post the vacancy as a full time temporary position, until such time as the disabled employee returns to work. The job will be awarded as per Article 13.01. If the disabled employee is terminated under the terms of 10.03 (g) and (h), the employee who was awarded the full time temporary position shall be deemed to hold that position on a permanent basis.

It is understood that if the disabled employee returns to his incumbent job within the specified period, the employee who was awarded the full time temporary position will be placed in a Group 1 job.

13.07 An employee who is promoted or transferred out of the bargaining unit shall maintain and continue to accumulate seniority for a period of six (6) months from the date of transfer or promotion out of the bargaining unit. After six (6) months from such transfer or appointment he will lose all bargaining unit seniority and the right to transfer back to the bargaining unit.

13.08 In the event such employee is returned to the bargaining unit by the Company, he shall be permitted to exercise his seniority to displace an employee with less seniority in his former classification. In the event there is no employee with less seniority in his former classification he shall be entitled to exercise **his** seniority to displace any employee with **less** seniority in accordance with Article 11.01.

#### **ARTICLE 14 - CLASSIFICATIONS AND HOURLY WAGE RATES**

14.01 The Company agrees to pay and the Union agrees to accept for the term of this Agreement the classifications and the hourly wage rates therefore set forth in Schedule IA, IB, and IC attached hereto. The Hourly Wage Rate Schedule applies to all employees.

Job Starting Rate	two groups lower than full job rate
On a Job for Three Continuous Months	hourly rate one group lower than full job rate
On a Job for Six Continuous Months	hourly rate full job rate

The Company will pay spare employees the full applicable rate to the job six (6) months from the day they were awarded the position of spare.

## SHIFT PREMIUM

14.02 **Shift** employees working regularly scheduled shifts will receive an off-shift premium of Forty Cents (.40) an hour for the afternoon shift and Seventy Cents (.70) an hour respectively. Such off-shift premiums will not be paid for any hour in which an employee receives an overtime rate and such off-shift premiums will not form part of the employees' regular hourly rate.

Effective May 6<sup>th</sup>, 2004, the 3<sup>rd</sup> shift will be increased to seventy five (\$0.75) cents.

## COST OF LIVING ALLOWANCE

14.03 **A** Cost of Living adjustment will be made to the extent provided by Schedule III hereto.

## **ARTICLE 15 - HOURS OF WORK AND OVERTIME**

15.01 The normal scheduled hours will be on the basis of forty (40) hours per week and eight (8) hours per shift, Monday to Friday. It is expressly understood, however, that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to the hours of work per day nor as to days of work per week nor as a guarantee of working schedules.

15.02 Authorized work performed in excess of the employee's normal scheduled hours of work of eight (8) hours per shift or authorized work performed on Saturday **will** be paid at the rate of time and one half (1 1/2) the employee's regular hourly rate.

15.03 Authorized work performed on Sunday or authorized work performed in excess of twelve (12) hours per scheduled shift, or authorized work performed by night shift employees after their sixth (6th) shift of the week or authorized work performed on Saturday in excess of eight (8) hours, will be paid at double time the employee's regular hourly rate.

The Company will give notice of daily overtime **as** far in advance as practicable and in the case of week-end overtime, the Company will endeavour to advise employees no later than the end of the shift on Thursday in so far as is practicable.

15.04 It is hereby agreed that all employees will receive a twenty (20) minute paid lunch hour.

15.05 It is further agreed that all employees will receive an additional fifteen (15) minutes paid lunch hour for each four (4) hours of overtime worked in a day.

15.06 The Company agrees to provide coffee a coffee break in the Plant to employees twice per shift.

- (1) Between the starting hour of the shift and lunch break, and
- (2) Between the lunch break and the termination of the shift.

It is also understood that the coffee or tea beverage will be consumed at the employee's workstation in the Plant.

Company agrees to pursue and implement high quality coin operated coffee dispensing systems, and hot water dispensing systems.

15.07 The Company and the Union agree that when employees are coming off a two (2) shift twelve (12) hour operation (7:00 a.m. - 7:00 p.m.) employees will rotate to the night shift (11:00 p.m. - 7:00 a.m.). The (7:00 p.m. - 7:00 a.m.) employees will rotate to day shift (7:00 a.m. - 3:00 p.m.). The returning employee will go to the afternoon shift (3:00 p.m. - 11:00 p.m.). When starting a third shift from a two shift operation, the day shift (7:00 a.m. - 3:00 p.m.) employee will go to afternoon shift (3:00 p.m. - 11:00 p.m.). The afternoon shift (3:00 p.m. - 11:00 p.m.) employee will go to days (7:00 a.m. - 3:00 p.m.) and the incoming employee will go to night shift (11:00 p.m. - 7:00 a.m.).

## REPORTING ALLOWANCE

15.08 The Company agrees that an employee, upon reporting for work at the commencement of his regular scheduled shift, unless notified in advance not to do so, shall receive four **(4)** hours work or four **(4)** hours pay at his regular hourly rate, unless failure to supply work is due to conditions beyond the control of the Company. Any employee so affected shall take such temporary work as is available in order to qualify for such **four (4)** hours pay.

## MEAL ALLOWANCE

15.09 It is further agreed that an employee who works twelve **(12)** hours per day will receive a meal allowance of Five Dollars **(\$5.00)** unless he is notified by the Company on the previous day that he is required to work such hours or more.

Meal allowance will be paid only when employees are asked to work overtime and extend their shift as a result not when called at home to report for a shift.

This allowance will be paid on the day the Company cancels such overtime because of a work shortage,

15.10 **An** employee called at home for the performance of work outside his regular hours of work shall receive a minimum of four **(4)** hours pay at his applicable overtime rate provided; however, an employee called to perform such work within any period of two **(2)** hours or less from the commencement of his regular shift, such minimum shall not apply.

OVERTIME SHIPPING DEPARTMENT, STORAGE, AS IS PERSONNEL,  
AND SKIDS

15.11 The Company and the Union agree that notwithstanding the letter of understanding on overtime in the Collective Agreement dated on the 3rd of November, 1987. The following shall apply in respect to the Shipping Department, Storage As Is Personnel and Skids.

- 1A. Shipping personnel will be grouped according to job classification i.e. shuntman, loader, etc.
- 1B. Storage As **Is** Personnel will be grouped according to job classification i.e. order picker, sideloader operator, helper (bander).
2. **All** overtime worked shall be charged to the person who worked regardless of where or when it was worked.
- 3 A person who refuses to work overtime will have the hours charged to his name.



4. If an employee is sick or on W.C.B., he shall have **his** number of overtime hours adjusted up to one (1) hour less than the employee with the least number of overtime hours, once he is available to work overtime. Overtime shall be done ~~after~~ ten (10) working days.
5. An employee who is required to stay late or come in early, on Company sponsored meetings shall not be charged any overtime hours.
6. Employees who refuse to work overtime because of official Union business shall have no hours charged to their name.
7. New employees in Shipping Department, Skid Department and Storage **As Is** Personnel will have their hours adjusted to one (1) hour more than the highest man in their group.
8. All hours worked or charged, will be accumulated from one week to the next.
9. The Company will keep an updated list of all hours posted every week.
10. If overtime is required during the week, the employee with lowest number of hours to his name on shift shall be asked.

11. If overtime is required during a weekend, the first choice will be the incumbent with the least hours to his name. Second choice will be the employee with the least overall hours to his name regardless of the shift he is on.
12. The Company and the Union agree that this agreement shall be made part of the Collective Agreement.
13. Overtime lists will be posted weekly.
14. When an employee involved in O/T sharing is moved to another department because of a job reduction (internal temporary or permanent lay-off) he will be regarded as a new employee, (for the purpose of O/T sharing) if he returns to his incumbent position.

When **an** employee is moved out of the department, to be used as a Spare, or to fill a vacancy for which he is qualified, in another department, he will be admitted in as a new employee in that department.

When and if the employee reverts back to his original department, in his incumbent position he shall have **all** the **O/T** hours that he worked in the department that he was assigned to as a spare of qualified employee, added to his previous **O/T** hours in his incumbent position.

15. The following shall apply in regards to Overtime worked in the shipping department on Saturdays.

Three Shift Operation:

- a) Principle Overtime Saturday 7:00a.m. to 3:00 p.m.
1. First Choice incumbents – Employee with the least number of overtime hours on afternoon shift. When all employees in the group on the afternoon shift have declined the overtime, the:
  2. Second choice incumbents- Employee with the least number of overtime hours on day Shift. When all employees in the group on the morning shift have declined the overtime, the:

3. Third choice- Employees with the least overtime on the night shift;
4. Fourth choice - other qualified employees.

16. When the employee with the least number of hours to his name is asked to work overtime in excess of 4 hours beyond the first 8 hours, and refuses, he will only be charged a maximum of 4 hours even if another employee chooses to work the requested hours.

## ARTICLE 16 - PLANT HOLIDAYS

16.01(a) An employee shall receive the following Plant holidays with pay:

New <del>Year's</del> Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

An employee's last regular shift prior to each of Christmas Day and New Year's Day.

b) It **is** agreed that a Plant holiday falling on a Saturday or Sunday will be observed on the previous Friday or on the following Monday.

- c) In order to avoid interruptions of continuous operations on each **of** the days immediately prior to Christmas Day and New Year's Day, the normal starting times for the **shifts** on such days will be advanced as mutually agreed by the parties on the basis that the provisions of Article XII shall not apply.

**16.02** Plant holiday pay will be computed on the basis of eight (8) hours at the employee's regular hourly rate.

**16.03** In order to qualify for Plant holiday pay, **the** employee shall **work** his full scheduled shifts on each of the working days immediately preceding and immediately following the Plant holiday concerned, except that an employee will not be disqualified from receiving such Plant holiday pay under Section 16.02 hereof, if an employee presents a reasonable excuse satisfactory to the Company in the event of an absence or lateness.

**16.04** An employee who is required to **work** on a Plant holiday will be paid for authorized work performed on such day at two (2) times **his** regular straight time hourly rate of pay in addition to his holiday pay.

**16.05** If a Plant holiday falls on a working day during an employee's vacation period, he will receive eight (8) hours pay at **his** regular hourly rate for such holiday in addition to his vacation pay, or he will be granted an additional day off with pay as arranged with the Company.

## ARTICLE 17 • VACATIONS

- 17.01 An employee on the active payroll of the Company with less than one (1) year continuous service prior to June 30th will be entitled to vacation with pay as prescribed by The Employment Standards Act as amended.
- 17.02 An employee on the active payroll of the Company with one (1) year continuous service will be entitled to two (2) weeks vacation with pay at the employee's regular hourly rate based on a forty (40) hour week, or four percent (~~4%~~) of total earnings for that year, whichever is greater.
- 17.03 **An** employee on the active payroll of the Company with five (5) years continuous service as of June 30th will be entitled to three (3) weeks vacation with pay at the employee's regular hourly rate based on a forty (40) hour week, or 6% of total earnings whichever is greater.
- 17.04 An employee on the active payroll of the Company with eleven (11) years continuous service as of June 30th will be entitled to four (~~4~~) weeks vacation with pay at the employee's regular hourly rate based on a forty (40) hour week, or 8% of total earnings whichever is greater.
- 17.05 **An** employee on the active payroll of the Company with eighteen (18) years of continuous service as of June 30th will be entitled to five (5) weeks vacation with pay at the employee's regular hourly rate based on a forty (40) **hour** week, or 10% total earnings whichever **is** greater.

17.06 An employee on the active payroll of the Company with twenty-four (24) years of continuous service as of June 30th will be entitled to six (6) weeks vacation with pay at the employee's regular hourly **rate** based on a forty (40) hour week, or 12% total **earnings** whichever is greater.

17.07 An employee whose employment is terminated for any reason will receive vacation pay for the period to which he is entitled in accordance with The Employment **Standards** Act, as amended.

17.08 Vacation pay will be issued on a separate cheque.

17.09 Employees will have the opportunity to select their annual vacation periods and those employees with **more** than two (2) weeks vacation entitlement, may schedule them on a consecutive basis, in either case subject to the efficiency of plant operations.

- a) Vacation request shall be submitted on a two-part request **form** that shall be supplied by the Company. One part of which shall be given to the Employee.
- b) The Company reserves the right to declare a shutdown of all or specific operations within the plant for a maximum of two weeks, to be scheduled consecutively, during July and **August** of any given year, Notification of shutdown will be communicated prior to April 1<sup>st</sup>, of each year. During these two weeks only, bumping into unaffected

- c) areas will not be permitted. Should the Company require employees to work during the shutdown, Senior qualified incumbents shall be given the option of working the shutdown or not.

Vacation requests to the period July 1st to December 31st must be submitted by April 1st. The company will confirm or deny the request within ten (10) working days from that date or from the date of application if submitted after the cut-off date.

Vacation requests for the period January 1st to June 30th must be submitted by November 1st. The Company will confirm or deny the request within ten (10) working days from that date or from the date of application if submitted after the cut-off date.

Whenever requests of employees are in conflict, length of continuous service will be the controlling factor, except that when there is a conflict between an incumbent and a spare, the incumbent will be granted the request regardless of seniority, providing he has submitted the request by the cut-off dates. For requests submitted after these cut-off dates, the date of application will be the controlling factor.

When **an** employee **who** has submitted his vacation request is informed that his request has been turned down either because of conflict with another senior employee or because of production requirements, then said employee will **have** to submit another request within ten (10) working days. In **this**



case the second application will be deemed to have been submitted before the cut-off dates. Vacations cannot be waived or transferred and must be taken within the selection time period (July 1st - June 30th). If vacation requests are not submitted by December 1st, the Company may assign vacation at its own discretion. The Company may assign vacations not scheduled, by seniority, **and** will not assign any vacation to a senior person if there is a junior employee within the same classification who still **has** unscheduled vacation time. The Company **will** not assign any vacation **of** four **(4)** days or less,

17.10 Subject to the provisions of Article 10.03 of **this** Agreement, an employee who is away on a sick leave and who is receiving compensation from the **Workers'** Compensation Board, may take **his** vacation at another date subsequent to **his return** to work, after agreement with the Company if he is away for a period of less than one full year. If he is absent for a period of more than one year, the Company shall pay him twenty-five percent **(25%)** of his **weekly** pay for each week of vacation to which he is entitled during that period.

17.11 The Company will allow an employee to **use** a maximum of five **(5)** days (one week) of vacation entitlement, during each vacation period, July 1st through June 30th, in single days, subject to approval by the employee's supervisor and subject to efficient operations within the department where the employee works.

17.12 When June and July overlap in the last week of the vacation year, it is agreed that an employee will be able to request vacation entitlement from the previous year and/or vacation entitlement the current year.

17.13 Employees will be allowed to request pay in lieu of taking vacation for any entitlement in excess of two (2) weeks. The employee must take a minimum of two weeks vacation within the vacation period. The employee may request pay in weekly increments or as in single days as outlined in 17.11. Upon receipt of the written request, the company **will** pay the employee his vacation pay in accordance with Article 17. The employee must advise the Company in accordance with the deadlines for submission as outlined in article 17.09. The Company agrees to provide the Union with summary of all employees who have elected to receive pay in lieu of vacation at the end of each year if requested.

## **ARTICLE 18 -HANDICAPPED EMPLOYEES**

18.01 The Company and the Union agree to the establishment of a Joint Modified Program Committee consisting of up to three (3) members from the Company and ~~three~~ (3) members from the Union. The Company agrees that Union members of the M.W.P.C. **will be** granted time **off** to investigate incidents but every effort **shall** be made to conduct these investigations on off **shift**. The Union agrees that in such investigations the **rules** in Article 6.03 shall be adhered to. These members will also represent Union members at W.C.B. hearings. Time off to be reimbursed by the Union.

18.02 The Company will distribute a copy of the current Modified Work Program procedures to all employees.

### **MODIFIED WORK PROGRAM POLICY**

18.03 Samuel, Son & Co., Limited and the United Steelworkers of America, Local **6398**, are jointly committed to rehabilitating disabled employees to meaningful employment.

Our primary goal is to progressively return employees to their regular duties.

The Company and the Union recognize the benefits of a formal rehabilitation program to provide meaningful employment for **both** permanently and temporarily disabled employees.

Only the full co-operation and participation from everyone at Samuel, Son & Co., Limited, including the members of U.S.W.A., Local **6398**, will make this program a success.

### **ARTICLE 19 - SAFETY AND HEALTH**

**19.01** The Company agrees **to** continue to **make** reasonable provisions for the safety and health of employees while at work.

- 19.02 The Company shall furnish safety equipment and other safety supplies that are necessary to protect employees from injury at no cost to employees.
- 19.03 The Company will provide an allowance for the purchase of safety shoes or boots on the following basis. For all employees of one hundred and ten (\$1 10.00) per twelve (12) month period or Nine dollars and seventeen cents (**\$9.17**) per month effective May 6,2003. Upon completion of the probationary period, an employee will receive the sum of Thirty Dollars (\$30.00) for the purchase of safety shoes or boots. The Company will also agree to supply work gloves, at no cost to the employees, provided that employees return the old pair of gloves as supplied by the Company before a new pair will be issued.
- 19.04 When an employee is injured in the Plant and the examining physician orders the employee not to work he shall **be** paid at his regular hourly rate **of** pay for the remainder **of** the **shift** on which he was injured. Where the examining physician **states** that the injured employee is able to return to work on the same shift, the employee shall be paid his regular hourly rate of pay for the **total time lost** as a result of the injury. The Company shall also pay for any transportation required upon the day of injury.

19.05 The Company, the Union and employees will comply with the Occupational Health and Safety Act of Ontario, Revised Statutes of Ontario, 1990 as amended by S.O. 1992.

## **ARTICLE 20 - WELFARE PLANS**

20.01 Effective May 6, 2002, unless otherwise specified, the Company agrees to provide, at no cost to the employees, the Ontario Health Insurance Plan coverage with respect to participating employees who have completed their probationary period and while such employees remain in the active employ of the Company.

### **LIFE INSURANCE**

20.02 The Company agrees to pay the monthly premiums of the present Life Insurance Plan (the coverage to be in the amount of two times annual salary rounded to the nearest thousand) Accidental Death and Dismemberment (the coverage to be in the amount of 2 times annual salary rounded to the nearest thousand) and Major Medical Insurance Plan or equivalent coverage with another carrier as the Company may determine, for employees eligible for coverage in accordance with the provisions of the plans and who have completed their probationary period while such employees remain in the active employ of the Company. The Dependent Life Insurance coverage with respect to such employees will be as follows as of May 6, 2002:

Employee – Insurance cap. increased to.	\$110 000.00
Spouse	\$10 000.00
Child	\$5000.00

20.03 The Company will provide a paid up life insurance policy for retirees in the sum Five Thousand Dollars (\$5,000.00).

LONG TERM DISABILITY

20.04 In addition to the foregoing, subject to the terms and conditions of the master plans and policies, the Company will provide, at no cost to the employee, a Long Term Disability programme to apply effective following termination of 26 weeks of Weekly Indemnity Benefits on the basis of 40% of the employees' weekly pay calculated on their regular hourly rate to a maximum of One Thousand Five Hundred Dollars (**\$1,500.00**) per month until return to work or age **65** or **date** of death, whichever shall occur **first**.

**A** pre-existing condition limitation applies to avoid new hires who become disabled **in** their first year of employment from having access to Long Term Disability coverage for any medical condition they had or were being treated for prior to their employment with Samuel, Son & Co., Limited.

## DENTAL

20.04 The Company agrees to maintain the present Dental Plan coverage based on the current Schedule of Fees.

- (a) The amount of the pre-assessment minimum **shall** be Three Hundred **Dollars** (\$300.00).
- (b) The yearly maximum shall be One Thousand Nine Hundred (\$1,900.00) dollars.
- (c) Orthodontic coverage for dependent children under eighteen years of age at fifty (50%) percent coverage with Three Thousand **Dollars** (\$3,000.00) lifetime maximum.

20.06 The Company agrees to incorporate Plans **#51890** (as per Company Memorandum dated November **1,2002**) from the Great West Life Assurance Company and #BSC9023596 into the present Collective Agreement and shall provide such plans **along** with any amendments that may be negotiated. These plans shall be provided at no cost to employees who have completed the probationary period upon the following basis:

- a) **While** an employee **is** in receipt of Workers' Compensation benefits.
- b) While an employee is in receipt of weekly indemnity benefits.

- c) For persons laid-off for the month following the month in which the layoff occurred.
- d) During the period that an employee has been granted an authorized vacation leave-of-absence once in each five-year Period.
- e) Employees granted an authorized vacation leave of absence by the Company, as per Article 20.06 (d) his or her benefits as they exist at the time, will be retained for a maximum of thirty (30) days at no cost to the employee. The employee must have a minimum of **two** years seniority to qualify for such a leave.

**This** provision only applies to authorized vacation leave of absences and not other leaves of absences **as** described in Article 12.

## **ARTICLE 21 - WEEKLY INDEMNITY**

21.01 The Company agrees to provide at no cost to the employees weekly indemnity coverage **as** provided by **an** insurance carrier selected by the Company with respect to employees **who** have completed the probationary period and **while** such employees remain in the active employ of the Company, **beginning** on the first day of disability for an accident, or the first day of disability in Hospital, and on the **fourth** day of disability **for** sickness and continuing up to **a** maximum of twenty-six (26) weeks for any one



period of disability in any one (1) calendar year, provided that the benefits hereunder shall not apply to an employee who is in receipt of Workers' Compensation benefits.

The amount of the benefit hereunder shall be two-thirds (2/3) of the employee's weekly straight time earnings, to a maximum of Five Hundred Dollars and seventy-five (~~\$575.00~~), provided that the figure for such earnings shall not exceed the maximum weekly insurable earnings as determined from time to time under the terms of **The Unemployment Insurance Act**. In order to qualify hereunder, it is agreed that, if requested by the Company, an employee will furnish the Company with a medical certificate in a form satisfactory to the Company in connection with any **such** disability.

21.02 In the case of a W.C.B. dispute, the Company, at **its** own discretion, may instruct the Insurance Carrier to process Weekly Indemnity to compensate the employee while the dispute is being resolved. If the W.C.B. dispute is resolved in the employee's favour, the employee will sign the necessary form to have W.C.B. reimburse the Insurance Carrier for the **W.I.** benefit.

21.03 In the event of a dispute between an employee and an insurance carrier, as to the eligibility of an employee for a benefit, the **Union, prior** to proceeding to arbitration provide the company with medical information relevant to the employee's eligibility. Under the following conditions:

1. Such grievance shall be filed at Step 2 of the Grievance procedure, within 30 days of the employee receiving written notice that his benefits will be or has been stopped.
  
2. A meeting shall be held between the Union members of the Modified **Work** Program and ~~the~~ Vice President of Operations or his designate to try to resolve the grievance.
  
3. The Union members and the Vice President **Of** Operations or designate shall **all** sign a confidentiality agreement preventing them from disclosing any medical information, except as required by law.
  
4. The Union **shall** share **any** medical information in their possession relevant to employee's disability or illness.
  
5. The Unions **shall be** entitled to black out any medical information that they believe is not relevant to the case.
  
6. Should the parties not reach a mutual agreeable settlement, then the matter shall be referred to arbitration **as** per Article **VIII** of the Collective Agreement.

**SUMMARY OF BENEFITS  
HOURLY EMPLOYEES • 2002**

**ALL CHANGES ARE EFFECTIVE AS NOTED BELOW**

BENEFIT	CURRENT	MAY 6, 2002	MAY 6, 2003	MAY 6, 2004
Life Insurance	2 x Salary rounded to nearest \$1,000	2 x Salary rounded to nearest \$1,000	2 x Salary rounded to nearest \$1,000	2 x Salary rounded to nearest \$1,000
AD & D	2 x Salary rounded to nearest \$1,000	2 x Salary rounded to nearest \$1,000	2 x Salary rounded to nearest \$1,000	2 x Salary rounded to nearest \$1,000
Dependent Life				
Spouse	7,000	10,000	10,000	10,000
Child 15 days and over to 25 years	3,000	5,000	5,000	5,000
Life Insurance – Retirees	5,000	5,000	5,000	5,000
Vision Care (once each 24 mths)	225	250	250	250
Hearing Aids (once each 36 mths)	300	300	300	300
Dental Annual Maximum	1,800	1,900	1,900	1,900
Dental Orthodontic Coverage	1,500	3,000	3,000	3,000
Dependent children under eighteen (18) years of age 50% coverage to a lifetime maximum		50% Coverage to a Lifetime maximum	50% Coverage to a Lifetime maximum	50% Coverage to a Lifetime maximum
Long Term Disability A pre-existing condition limitation applies to avoid new hires who become disabled in their first year of employment from having access to LTD coverage for any medical condition they had or were being treated for prior to their employment with Samuel, Son & Co., Limited.	1,500/mth	1,500/mth	1,500/mth	1,500/mth

Pension per mth of Credited Service	43	45	47	49
Early Retirement (age 63 - \$7.00 bridge per mth for each year of credited service, payable to age 65) Additional Vacation Pay	12 100% Vacation Pay entitlement	13 100% Vacation Pay entitlement	13 100% Vacation Pay entitlement	13 100% Vacation Pay entitlement

## ARTICLE 22 - BEREAVEMENT PAY

22.01 An employee will be granted up to three (3) days leave of absence at his regular hourly rate to attend the funeral of the employee's mother, father, wife, child, brother, sister, mother-in-law or father-in-law. **An** employee will be **granted** a one (1) day leave-of-absence at his regular hourly rate if the funeral is outside the Province of **Ontario** and the employee does not attend the funeral.

22.02 **An** employee will be granted one (1) day's bereavement leave-of-absence at his regular hourly rate for the purpose of attending the funeral of his sister-in-law, brother-in-law, or grandparents of both spouses.

22.03 If a death/funeral occurs while an employee is on vacation, the affected employee will be entitled to **take his** applicable leave of absence immediately following the expiration of holidays in accordance with Article 19.01 and 19.02.

## ARTICLE 23 - JURY DUTY PAY

23.01 **An** employee will receive for each day of jury duty the difference between the pay last computed at the employee's regular hourly rate and the amount of jury fee received, provided that the employee furnishes the Company with a certificate of service signed by the Clerk of the Court showing the amount of jury fee paid.

## ARTICLE 24 –FOREMEN DUTIES

24.01 The Company agrees that a foreman shall not as a general rule assume such duties as are normally performed by bargaining unit employees. Such foreman, however, shall in no way be restricted from performing work involving instruction and experimentation.

## ARTICLE 25 • SKILLED TRADES

### 25.01 OVERTIME SHARING

Notwithstanding the letter of understanding in the Collective Bargaining Agreement the following shall apply in respect to the overtime between skilled trades in the Maintenance Department.

1. Maintenance personnel will be grouped according to their job classification: System control electrician, *Machinist/Millwright*, Electrician, Side-loader & lift-truck Technician, Welder, Apprentice and Mechanic.

2. All overtime hours will be charged to the tradesman who worked it regardless of where, when, or why, they were worked.
3. The employee within each group with the least number of overtime hours to his name, shall have first choice to all overtime for the week ending Sunday, regardless of what shift he is working on. When overtime hours are equal the senior man shall have first choice.
4. An employee who is asked to work overtime on weekends shall have the hours charged to his name regardless if someone else works those hours or not.
5. An employee who works overtime outside of the Company premises shall be charged all overtime hours worked.
6. **An** employee who refuses to work overtime outside of the Company premises shall not be charged any hours.
7. An employee who refuses to work overtime because of official Union business shall not be charged any hours.
8. **An** employee who is required to stay over late, or come in early, on Company sponsored meeting shall not be charged any overtime hours.

9. An employee involved in a particular job has first choice to any overtime that is required on that job. If he refuses, and if any of the remaining qualified tradesmen agree to work overtime, regardless of where it is worked, all tradesmen will be charged accordingly. An employee who is involved on a particular job on Saturday, which has to be finished on Sunday, will be entitled to the Sunday overtime, regardless of his standing in the overtime/sharing list.
  
10. A new employee, or an employee on authorized Company leave of absence, or an employee who is unable to work overtime for any reason except for those in Clauses # 7 and # 8 shall have his overtime hours adjusted up to one (1) hour more than the employee in his group with the highest number of hours.
  
11. An employee who is sick, or on W.C.B., or on temporary medical restrictions, for a period of more than fourteen (14) calendar days, shall have his hours adjusted up to one (1) hour less than the employee in his group with the least number of hours, once he is available to start **working** overtime. If the number of hours of the returning employee are higher than the number of hours of any other employee in his group, then his hours will not change.
  
12. If for any reason an employee **takes** Friday off, he shall inform his foreman **as** to whether or not he is available to work overtime on Saturday. in the event that the Company requires the employee's services on Saturday **and** he is available, the foreman will make

every effort to contact the employee. If for any reason the foreman cannot get in touch with the employee and has to ask the next employee in line, to work Saturday **both** employees will be charged eight **(8)** hours. If the employee informs his foreman that he is not available and the foreman has to **ask** the next employee in line, the employee will be charged eight (8) hours.

13. **An** employee who waives **his** right **to** overtime shall still be charged the overtime hours.
14. Call-ins will be charged at four **(4)** hours each per call, minimum.
15. **All** available call-ins will be charged to the employee scheduled on call during that week regardless whether he takes them or not.
16. The Company will pay the employee responsible for that week's call-ins, four **(4)** hours at time and one half for the purpose of stand-by on the sixth night shift. If the employee responds to a call-in on that night and has to work overtime on Saturday **(7.00 a.m. - 3.00 p.m.)** he will be paid four (4) hours at double time. providing the employee works the full eight (8) hours on Saturday.
17. If the employee on scheduled call-ins gives the right to his call-ins to someone else, the employee doing the call-ins that week will be entitled **to** the four **(4)** hour stand-by and both employees will **be** charged accordingly.



18. In order for the incumbent employee to qualify for the four (4) hours at time and one half stand-by, on the sixth shift, he has to be available for call-ins for two (2) consecutive nights Wed. & Thurs.) prior to the sixth shift.
19. If for any reason an employee takes Friday off or goes home early, he will forfeit his right to the stand-by call-in (Friday 11.00 p.m. - 7.00 a.m.). The employee in the same group, on the same shift, with the least number of O/T hours will take the call-in and both will be charged accordingly.
20. When the Company and the Union agree to defer the Sunday night shift to Friday night, it will be deemed to be the fifth shift **and** as such the employee responsible for that week's call-ins will cover that Friday night without the benefit of the four (4) hour stand-by.
21. The Company will post the updated weekly overtime list.
22. The Company and the Union agree that when the employee with the least number of hours to his name is asked to work overtime in excess of 4 hours beyond the first 8 hours, and refuses, he will only be charged a maximum of 4 hours even if another employee chooses to work the requested hours.

## 25.02 TOOL ALLOWANCE

1. The Company will make available to the following tradesmen, the following yearly tool allowance for the purpose of purchasing new tools, and replacing broken, or lost tools, that are required to perform all repairs and maintenance required of the trade. The amount of money will vary according to the trade.

- a) System control electrician and electrician- \$260.00.
- b) Millwright/machinist, Millwright/mechanic, and Side-loader Tech. \$425.00.
- c) Welder \$125.00.

2. This tool allowance shall only be used to purchase tools required to perform the tradesman's respective duty in the employ of Samuel Son and CO., Ltd.

3. The Company **will** make available to the tradesmen, all electrical or mechanical measuring tools or devices, required to perform their respective job.

4. This allowance shall be spent in the current year. No tradesman will be allowed to overspend, carry forward, or borrow from the following year.

i. A new skilled tradesman will be eligible for tool allowance after one (1) full year of service.

6. The allowance will be made available from January 1st to December 31st. Tradesmen starting during the year will have their allowance pro-rated.
7. Apprentices:- At the start of their apprenticeship, the Company will make available a tool allowance of Seven Hundred Dollars ( \$700.00) per apprentice to purchase basic tools required to work in their respective trade. Apprentices will not be eligible for any further allowance until the apprenticeship is successfully completed.
8. Trades eligible for tool allowance are:- System control electrician, electrician, millwright/machinist and mechanic, side loader and lift-truck technician, welder, and apprentice in the trade.

### 25.03 WORK UNIFORMS

1. The Company will provide at no cost to the following maintenance employees, seven (7) pants and shirts, or seven (7) coveralls. Electricians, Millwrights, Side-loader Technicians, Welders, Carpenters, Apprentices, Maintenance Utility-man, Oiler, and Knife grinder.
2. A probationary employee in the above jobs will be entitled to these uniforms after successfully completing the required probationary period.

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### **25.03 WORK UNIFORMS**

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2. A probationary employee in the above jobs will be entitled to these uniforms after successfully completing the required probationary period.

#### 25.04 CONTRACTING OUT

- I. The Company will offer maintenance employees any maintenance work that they would normally perform or are qualified to do, prior to having it contracted out.

#### 25.05 SAFETY BOOTS/SHOES ALLOWANCE

The Company will provide an allowance for the purchase of safety boots/shoes as per 19.03.

#### 25.06 SIDELOADER & LIFT-TRUCK TECHNICIAN

Notwithstanding any other related provision in the collective agreement, it is agreed that part of the side-loader/lift-truck technician's job description is to service any side-loader or lift-truck in every operation owned by the Company as required.

#### 25.07 PROBATIONARY PERIOD

New employees in the trade of Electrician, Millwright, Machinist, and Side-loader & lift-truck tech will serve a probationary period of one hundred and twenty **(120)** calendar days.

## 25.08 APPRENTICESHIP PROGRAM

1. Selection of employees to serve an apprenticeship will require that the applicant, have Grade 12 Diploma or equivalent education.
2. **An** aptitude test will be given to all applicants who qualify under clause # 1
3. Minimum passmark at the aptitude test will be seventy percent **(70%)**.
4. The senior applicant and or applicants with marks over seventy percent **(70%)** will be selected for the program.
5. Applicants who are chosen as apprentices shall agree to:
  - a) Resign from all job positions they currently hold.
  - b) That if for any reason they fail to successfully complete the three (3) year course, (failing subject, dropping out etc.) they will not have any right to claim any of their previous jobs, but will be placed in the labour group.

- c) That if they are not successful in achieving the Ontario industrial Mechanic License after three (3) attempts, they will go in a labour group.
6. In the event of a plant wide lay-off apprentices will be protected, but should there be a lay-off amongst skilled trades personnel in the same trade as the apprentices, then apprentices will be laid-off first regardless of seniority. They will still maintain the right to bump in any production job as per the lay-off procedure.
7. Any tradesmen hired by the Company after the apprenticeship program has started will be terminated prior to the said apprentices in case of a lay-off in the maintenance department.
8. The apprenticeship wage structure shall be as follows:
- |             |                                                              |
|-------------|--------------------------------------------------------------|
| First Year  | Labour Group I rate.                                         |
| Second Year | Eight-five percent (85% of the Millwright/<br>Mechanic rate. |
| Third Year  | Ninety percent (90%) of the Millwright/<br>Mechanic rate.    |

At the end of the third full year, the wage rate will increase to a Millwright/Mechanic rate provided said apprentices are successful in

achieving the Ontario Industrial Millwright License. An apprentice who is successful in achieving the Ontario Millwright License will not be required to serve a probationary period.

9. During the three (3) years apprenticeship, the names of the apprentices will be placed on the maintenance O/T Sharing list but will only be asked to work overtime after every skilled tradesman has been asked. The Company will make every effort to bring the apprentices on overtime as the extra person solely for the purpose of learning.
10. The Company and the Union expect that the apprentices will focus all their energy to succeed and graduate from School and achieve the Ontario Industrial Millwright License.

## **ARTICLE 26 -LETTERS OF UNDERSTANDING**

26.01 The Company and the Union agree that letters of understanding as attached hereto are incorporated by reference to the Agreement.

## **ARTICLE 27 -DURATION OF AGREEMENT**

This Agreement shall become effective on May 6, 2002, except as otherwise provided, and shall be in effect until the 6th day of May 2005, and shall continue



automatically thereafter for annual period of one (1) year each, unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

**IN WITNESS THEREOF** each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

**UNITED STEELWORKER OF AMERICA**

**SAMUEL, SON & CO. LIMITED**

\_\_\_\_\_  
F. Zahra

\_\_\_\_\_  
T. McGrogan

\_\_\_\_\_  
J. Resendes

\_\_\_\_\_  
R. Balaz

\_\_\_\_\_  
S. Inouye

\_\_\_\_\_  
G. Fisher

\_\_\_\_\_  
D. Jowett

\_\_\_\_\_  
A. Skulj

\_\_\_\_\_  
F. Falbo - U.S.W.A.

**SCHEDULE I**  
**DRIVERS' UNIFORMS**

The Company will provide Shunt Drivers with the protective equipment and clothing necessary to perform their job.

**SCHEDULE II**  
**COST OF LIVING ADJUSTMENTS**

A lump sum Cost Of Living payment will be made on the first Monday of the month following the month in which the published CPI index (1971=100) equals or exceeds 517. The payment will be calculated at \$.001 per hour worked for each .3 point movement in the CPI index above 517.

There will be no roll in to base wages. Lump sum payments will be equal to the increase generated multiplied by the number of hours worked by the employee in the corresponding month.

Such month will become the base month for calculation purposes and calculations shall be made Quarterly thereafter and will be payable on the first Monday of the following months after the publication of the applicable C.P.I. (Canada).

Continuance of the Cost of Living Adjustment shall be contingent upon availability of the Consumer Price Index in its present form unless otherwise agreed upon by the parties.

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

United Steelworkers of America  
1158 Aerowood Drive  
Mississauga, Ontario  
L4W 1Y5

Attention:

May 6, 2002

Dear Sirs:

This will confirm the understanding of the parties with respect to the ~~duration~~ of the Collective Agreement dated the 6th day of May, 2002, that the Company agrees to maintain the pension currently in effect and the amount of normal monthly pension payable for each year of credited service shall be \$45.00 effective May 6, 2002, increased to \$47.00 effective May 6, 2003, increased to \$49.00 effective May 6, 2004.

Effective May 6, 2002, early retirement will be established at age 63 with \$13.00 Bridge from age 63 to age 65.

The Company will provide for employees and their spouses taking early retirement at age 63 and 64, major medical and dental coverage not available through Government programs. Benefits coverage not applicable to retirees includes Life Insurance, Accidental Death and Dismemberment, and Dependent Life.

The Company will pay to an employee taking early retirement, in accordance with the early retirement provisions, an additional 100% of his full vacation pay entitlement for each year the employee retires early, in accordance with the early retirement provisions and prior to age 65.

In cases where employees take early retirement part way through a year, the amount of additional vacation pay payable will be pro-rated.

An employee having earned 2 years membership in the Pension Plan will have their Pension vested and will be entitled to a Pension at age 65 in the event he may leave the Company.

DATED AT MISSISSAUGA, this \_\_\_\_\_ of \_\_\_\_\_, 2002.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers of America.

## PENSIONINDEX

Effective May 1, **2002**, all monthly pensions of retirees shall be increased in accordance with the following:

The March, **2002** Consumer Price Index (1981=100) Canada will be compared with the March, **2001** C.P.I. and where the difference is determined to be in excess of **4%**, such monthly pensions shall be increased by **50%** of the difference **between 4%** and the actual percentage increase.

Effective May 1, **2003** such pensions shall be increased as above except the March **2003** C.P.I. will be compared to the March, **2002** C.P.I.

Effective May 1, **2004** such pensions will be increased as above except that the March **2004** C.P.I. will be compared to the March **2003**.

It is agreed that no pension increases will be paid for increases in the C.P.I. in excess of **8%** in any one year, March to March.

Under no circumstances will such calculations be less than **1%** of current Pension Benefit.

United Steelworkers of America  
1158 Aerowood Drive  
Mississauga, Ontario  
**LAW 1Y5**

Attention:

May 6, 2002

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May, 2002, that in the event the Company should relocate part of its existing production operations carried on at its plant in Mississauga, Ontario to any production facility elsewhere in the Province, the Company will offer job opportunities and training where appropriate to the bargaining unit employees who are laid off by the Company as a result of such relocation provided they are willing to perform this work available.

**Those** employees accepting a job opportunity at the production facility shall be credited with service accumulated at the Mississauga plant to the date of transfer solely for the purpose of determining what, if any, vacation and pension entitlement may be applicable as determined by the Company at the production facility.

It is also agreed that upon acceptance of the job opportunity offered by the Company such employees shall lose their recall entitlements with the Company at its plant in Mississauga, Ontario and shall not be covered by the terms of the Collective Agreement.

**DATED** AT MISSISSAUGA, this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers of America.

United Steelworkers of America  
1158 Aerowood Drive  
Mississauga, Ontario  
L4W 1Y5

Attention:

May 6, 2002

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May, 2002, that the following procedure will be followed, where possible to schedule personnel to work overtime:

**TWO SHIFT OPERATION:**

**[A) PRINCIPLE OVERTIME IS 7-3 SATURDAY:**

- (1) First choice incumbents - 7-3 of that week.
- (2) Second choice incumbents - 3-11 of that week.
- (3) Third choice - Other qualified men.



(B) IF OVERTIME IS 11-7 FRIDAY/SATURDAY A.M.:

- (1) First choice incumbents- 3-11 of that week.
- (2) Second choice incumbents- 7-3 of that week.

(C) IF OVERTIME IS 7-3 SUNDAY

- (1) First choice incumbents- 7-3 of the previous week.
- (2) Second choice incumbents- 3-11 of the previous week.
- (3) Third choice - Other qualified men.

THREE SHIFT OPERATION:

All employees on a three (3) shift operation will rotate in reverse rotation: Night Shift to Afternoon Shift to Day Shift. For Weekend overtime, employees on reverse rotation will follow the schedule in this letter. Employees on a one (1) or two (2) shift operation will follow the schedule in Letter C.

(A) IF PRINCIPLE OVERTIME IS 7-3 SATURDAY:

- (1) First choice incumbents 7-3 of that week

- (2) Second choice incumbents 3-11 of that week
- (3) Third choice incumbents 11-7 of that week
- (4) Fourth choice - other qualified men

(B) IF OVERTIME IS 11-7 FRIDAY/SATURDAY A.M.:

- (1) First choice incumbents 11-7 of that week
- (2) Second choice incumbents 7-3 of that week
- (3) Third choice incumbents 3-11 of that week
- (4) Fourth choice - other qualified men

(C) OF OVERTIME IS 7-3 SUNDAY

- (1) First choice incumbents 3-11 of the previous week
- (2) Second choice incumbents 11-7 of the previous week
- (3) Third choice incumbents 7-3 of the previous week
- (4) Fourth choice incumbents - other qualified men

- (D) **IF NON-STANDARD OVERTIME IS REQUIRED**, every effort will be ~~made~~<sup>25</sup> to *distribute* it equally, where possible, between shifts and departments.

#### DEFINITION OF NON-STANDARD OVERTIME

Non-standard overtime is any work that is not **performed** during any normal business day, or any overtime required when all incumbents have **been** asked **and** refused. When grievances *are* settled by allocating non-standard overtime it shall be performed during a **two (2)** week period. If the non-standard overtime is not offered within **ten (10)** working days, the Company will pay the settlement.

- (E) **WHEN A SHIFT IS** required to work four **(4)** hours over:

- (1) First choice incumbents - Shift that is working.
- (2) Second choice incumbents - Qualified men on the same **type of** job on the shift in the same department that is working.
- (3) Third choice incumbents - Qualified men on the shift that is working.

- (F) **IF 3-11 EMPLOYEE DOES NOT REPORT FOR WORK** the 7-3 employee will be asked to work to 7 p.m. and the 11-7 employee will be asked to **report for** work at 7 p.m.

IF 7-11 EMPLOYEE **WILL** NOT REPORT **EARLY** the employee working the 7-3 will be asked to work until 11 p.m.

**If** the 3-11 employee does not report to work on Friday, the 7-3 employee will be asked to work and should he refuse to work the full 3-11 shift the 11-7 employee will be asked to work.

**(G) TWO SHIFT, 12 HOUR OPERATION**

Saturday Overtime

- (1) First Choice 7 a.m. - 7 p.m. of that week.
- (2) Second Choice 7 p.m. - 7 a.m. of that week.

Sunday Overtime

- (1) First Choice 7 p.m. - 7 a.m. of that week,
- (2) Second Choice 7 a.m. - 7 p.m. of that week.

In the event the Company is not advised one hour **prior** to the completion of a shift that an incoming employee will not be available for work, the Company will endeavour to make the foregoing choices, in so **far** as it is practicable to do so. The Company shall not be required to contact employees for overtime who have signed an overtime waiver list.

United Steelworkers of America  
1158 Aerowood Drive  
Mississauga, Ontario  
**L4W 1Y5**

Attention:

May 6, 2002

Dear Sus:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May 2002, as to the Company's spare job system:

1. The purpose of the Company's spare job system is as follows:
  - (a) To fill vacancies for vacations, leave-of-absence, sickness, accidents and where the incumbent employee is not available.
  - (b) To provide training and potential for advancement.
  
2. The following will apply in so far as it is practicable for the Company to do so, consistent with the efficient operation and production of the Plant.
  - (a) The senior applicant shall be awarded the position of a Spare Job

- (b) The successful applicant will be trained as determined by the Company and will be assigned for such training within a reasonable period of time. Upon completion of the training, such applicant will be returned to his previous job.
- (c) No employee qualified as a spare can hold more than one spare position at anytime.
- (d) An employee qualified as a spare under the system will not be permitted to use his qualifications as a spare to displace an incumbent employee on the job for which the spare is qualified during a reduction of the work force as a result of a work shortage.
- (e) When a scratch vacancy occurs the Company will fill the job vacancy with any qualified employee available as long as no overtime is incurred.
- (f) There will be two (2) spare positions for all jobs Group (2) and above with up to three (3) spare positions for each job in shipping, Cranes and Storage. The Company agrees to provide the Union with an updated list of all the incumbent employees in each job as well as the Spare for each job as soon as possible, and thereafter every three months.
- (g) A Group 1 employee who is qualified as a spare and is assigned to his spare position will return to his previously held Group 1 job in his department when his assignment is complete. Provided the employee's seniority allows for such a displacement.

3. A qualified employee is an employee who **has**:
- I. Worked on *the* job through a permanent posting
  - II. **Worked** on the **job** as a spare.
  - III. **Any** incumbent who **has** exercised *direction* over a co-worker, will be deemed **as** being qualified for those jobs
  - IV. Holds or has held or **is** capable **to** *train* and obtain a *validation* license or certificate.

4.

- (a) The Parties **agree** that **an** employee will lose all qualifications if he resign from either a spare or full **time** position. The Company shall not be entitled **to** **use** any employees who **has** resigned to do any work that require them to **use** such qualification.
- (b) The parties agree after transition **period** of six months from the ratification of this agreement all previously held spare positions shall be deemed null **and** void, **and** any experience or qualification gained through these previous spare positions shall not **be** considered for the purpose of filling any new position! nor used **for** the Company for future assignment.
- (c) The Company agrees to utilize all Spare employees in a fair and **equitable** manner in the assignment of spare job position.

ATED ATMISSISSAUGA, this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

**SAMUEL,SON &CO., LIMITED**

e foregoing is hereby acknowledged and agreed to on behalf of The United  
elworkers of America.



United Steelworkers of America  
1158 Aerowood Drive  
Mississauga, Ontario  
**L4W 1Y5**

Attention:

May 6, 2002

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May 2002, concerning the following:

In the event a new job classification is established or if there is a *substantial* change in the present job description by the Company, the Company will estimate the hourly wage rate for such new classification and shall advise the Union. The parties will meet and discuss the hourly wage rate for such new classification. If the hourly wage rate is unsatisfactory to the Union, a grievance **may be lodged** with the Company under the *Collective Agreement* within a period of seven (7) working days from the date the hourly wage rate for the new job classification was **set**. Job classification shall remain in effect unless changed by mutual agreement of the parties or by the decision of a **Board** of Arbitration.

It is agreed the powers of the Arbitration Board should be limited to determining whether or not such hourly wage rate has been improperly classified or grouped **as** a result of inconsistent application of the job evaluation techniques as established by the Company and/or does not bear proper relationship to the *undisputed* classifications or grouping under the Collective Agreement.

WITNESSED AT MISSISSAUGA, this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers of America.

United Steelworkers of America

1158 Aerowood Drive

Mississauga, Ontario

**L4W 1Y5**

Attention:

May 6, 2002

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement ~~dated the 6th day of~~ May, 2002, that the Company and the Union agree that ~~those~~ employees whose rates ~~are~~ red-circled ~~as of~~ June 26th, 1985 shall receive only the general increase ~~as set~~ forth in Schedule I(A) and I(B) ~~as set out in the Collective Agreement.~~

The Company and the Union agree that if a classification/job is re-evaluated and the re-evaluation results in a lower rate of pay than the employee is currently receiving, the affected employee will be green circled and shall be entitled to receive the general wage increases. Request for job evaluations are only eligible to be submitted within 6 ~~months~~ of the expiry date of each collective agreement.

DATED AT MISSISSAUGA, this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

**SAMUEL, SON & CO., LIMITED**

—  
The foregoing is hereby acknowledged and agreed to on behalf of The United  
Steelworkers of America,

United Steelworkers of America  
 1158 Aerowood Drive  
 Mississauga, ON L4W 1Y5

Attention:

May 6, 2002

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May 2002, with respect to the Humanity Fund

The Company agrees to deduct from the employee's weekly pay each week, the sum of . cent per hour for all regular hours worked and to allocate the sum so deducted to the "Humanity Fund" and to forward payment to the U.S.W.A. National office once each calendar quarter. The Company shall advise the "Humanity Fund" at its Toronto Office and the Local Union that such payment has been made, the amount of such payment and the names and addresses of all employees in the bargaining unit on whose behalf such payment has been made.

The first Humanity Fund deducted shall be made commencing in the pay period of the week of May 11, 2002.

It is understood and agreed that participation by an employee in the program of deduction set forth above may be discontinued by any employee by written notification by the employee to the Company and the Local Union of his desire to discontinue such deductions.

The Union agrees to indemnify the Company and save it harmless for any and all claims which may be **made** against it by **an** employee or employees for amounts deducted from wages as provided above.

WITNESSED AT MISSISSAUGA, this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

**SAMUEL, SON & CO., LIMITED**

The foregoing is hereby acknowledged and agreed to on behalf of The United Brotherhood of Carpenters and Joiners of America.

United Steelworkers of America  
1158 Aerowood Drive  
Mississauga, Ontario  
**L4W 1Y5**

Attention:

May 6, 2002

Dear Sirs:

This will confirm the understanding **of** the parties with respect to the duration of the Collective Agreement dated the 6th day **of** May 2002, with respect to **the** Education Fund.

The Company and the Union agree to establish a fund for the purposes of *Union Education*,

The Education Fund (the "Fund") will be administered by **the** Local Union, and once **pe** year, the Company may **q u e s t** a meeting **with** the Union to review the financial **positio** and administration of the Fund.

Contributions to the Fund shall **be made** as follows, payable to the Financial Secretary **c** Local 6398 U.S.W.A., in the amount **of** Two **Thousand Five Hundred Dollars (\$2,500.00** in May and Two Thousand Five Hundred Dollars (\$2,500.00) in November **of** each year **c** the Contract.

ATED AT MISSISSAUGA, this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

SAMUEL, SON & CO., LIMITED

the foregoing is hereby acknowledged and agreed to on behalf of The United  
telworkers of America.



United Steelworkers of America  
1158 Aerowood Drive  
Mississauga, Ontario  
**L4W 1Y5**

Attention:

May 6, 2002

~~Dear~~ Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May 2002, with ~~respect to~~ pension accrual for employees who are terminated under ~~the~~ Collective Agreement and who ~~are~~ covered by our Long ~~Term~~ Disability Plan.

Such employees, following their termination, will continue to accrue credited service in accordance with the current Pension Plan until they reach ~~the~~ age of 65, are deceased, recover from their sickness or illness or find alternate employment whichever occurs first. No other welfare plans apply following termination of employment.

DATED AT MISSISSAUGA, this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers of America.

# CLASSIFICATION & HOURLY WAGE RATES

Schedule 1(e)  
Effective: MAY 6, 2002

\* All rates to be increased by .5¢

**JOB CLASSIFICATION**

CODE	Current	* 6-May-03	6-May-2004*
<b>GROUP 1</b>			
01 Janitor	17.89	17.99	18.14
02 Sweeper			
04 Bander Bay 3, CTL# 2 15/8/9			
02 Millwright Apprentice, Maintenance			
<b>GROUP 2</b>			
08 Helper, Storage	18.34	18.44	18.59
<b>GROUP 3</b>			
09 Helper Slitter # 5	18.79	18.89	19.04
17 Helper CTL # 5			
1 Tagger, Receiving			
1 Helper /Bander Slitter # 8			
09 Helper CTL # 8			
<b>GROUP 4</b>			
5 Skidmaker	19.24	19.34	19.49
9 Material Handler			
6 Cab Crane Operator, Bay 8 S			
7 Skid & Pallett Sorter			
9 Helper CTL # 3			
1 Cab Crane Operator			
4 Skid Bander Weigher, Bay 8			
<b>GROUP 5</b>			
4 Gantry Crane Operator (Rec)	19.69	19.79	19.94
5 Shuntman (Driver)			
3 Set-up Slitter # 5 / 8			
1 Order Picker			
1 Maintenance Oiler III			
1 Helper / Setup Man CTL # 2 / 9			
1 Sideload Operator			
Feeder A CTL # 7			
Feeder B CTL # 7			
Maintenance Utility Person			

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CLASSIFICATION & HOURLY WAGE RATES (Cont'g)

Schedule I(e)  
Effective: MAY 6, 2002

*JOB CLASSIFICATION*

<i>CODE</i>	<i>Current</i>	<i>6-May-03</i>	<i>6-May-2004</i>
<b>GROUP 6</b>	<b>20.14</b>	<b>20.24</b>	<b>20.39</b>
514      Coil Handler			
519      Auto Bander, Slitter # 8			
<b>GROUP 7</b>	<b>20.59</b>	<b>20.69</b>	<b>20.84</b>
510      Knife <b>Grinder</b>			
517      Loader Checker			
705      Assistant Operator Slitter # 8			
<b>GROUP 8</b>	<b>21.04</b>	<b>21.14</b>	<b>21.29</b>
<b>GROUP 9</b>	<b>21.49</b>	<b>21.59</b>	<b>21.74</b>
701      Operator CTL # 7			
902      Operator CTL # 8			
<b>GROUP 10</b>	<b>21.94</b>	<b>22.04</b>	<b>22.19</b>
502      Operator CTL # 3			
504      Operator CTL # 2			
602      Operator Slitter # 5			
606      Operator Slitter # 8			
903      Operator CTL # 9			
906      Operator CTL # 5			
<b>GROUP 11</b>	<b>22.39</b>	<b>22.49</b>	<b>22.64</b>
905      Carpenter			
<b>GROUP 12</b>	<b>22.84</b>	<b>22.94</b>	<b>23.09</b>
<b>GROUP 13</b>	<b>23.29</b>	<b>23.39</b>	<b>23.54</b>
803      Welder			
<b>GROUP 14</b>	<b>23.74</b>	<b>23.84</b>	<b>23.99</b>
801      Mechanic I			
<b>GROUP 15</b>	<b>24.19</b>	<b>24.29</b>	<b>24.44</b>
901      Electrician			
804      Sideloader & Lift Truck Technician			
<b>GROUP 16</b>	<b>24.64</b>	<b>24.74</b>	<b>24.89</b>
<b>GROUP 17</b>	<b>25.09</b>	<b>25.19</b>	<b>25.34</b>
904      Mechanic / Machinest			
908      Systems Control Electrician			

# GROUP BENEFIT PLAN

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**SAMUEL, SON & CO., LIMITED**  
**Division 101 Dixie Road Hourly-paid employees**  
**May 6, 2002**

## INTRODUCTION

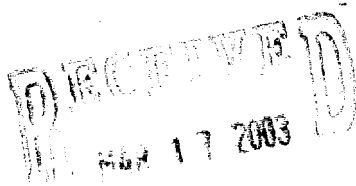
This booklet is a summary of the group benefits at the date shown on the front cover.

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

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

Samuel, Son & Co., Limited has appointed The Great-West Life Assurance Company as the Plan Administrator for the purpose of reviewing and paying claims and providing administrative services for short term disability, hospital, major medical expense and dental benefits. Such benefits are not insured by The Great-West Life Assurance Company but remain the responsibility of Samuel, Son & Co., Limited.

The life, dependent life, paid-up whole life and long term disability insurance is underwritten and administered by The Great-West Life Assurance Company.



Policy No. 321199AA  
Plan document No. 51890

## PLAN DETAIL

### Eligible **Class**

Division 101 Dixie Road - Hourly-paid employees

### Eligibility Period

60 calendar days

### For Employees

#### Life insurance

200% of annual insurable earnings with a maximum benefit of \$110,000.

Amounts of life insurance are rounded to ~~the~~ nearer \$1,000. Amounts ending in \$500 are rounded to the next higher \$1,000.

#### Dependent **life** insurance

Spouse - \$7,000\*  
Each child - \$3,000\*

\* Effective May 6, 2003      Spouse - \$10,000  
                                              Each child - \$5,000

#### Paid-up whole life insurance

Employees retiring on  
or after May 6, 2001      \$5,000

Employees retiring on  
or after May 6, 1997      \$4,000

Employees retired prior  
to May 6, 1997      \$3,000

## PLAN DETAIL

### Short term disability benefit

Two-thirds of a member's weekly straight time earnings, to a maximum weekly benefit of **\$575** provided that does not exceed the maximum weekly insurable earnings under the Employment Insurance Act.

Payment commences immediately, with no waiting period for a disability resulting from bodily injury effected directly and independently of all other causes through accidental means.

Payment commences on the first day of hospital confinement for which a charge is made to the provincial hospital plan provided the employee is an in-patient or admitted to a day-care unit in a licensed hospital.

Payment commences following a three day waiting period for a disability resulting from disease.

Payable weekly for not more than **26** weeks of any one disability due to one or more causes.

The coverage on a member will terminate on the earlier of (i) the date the member attains age **65**, and (ii) the date the member retires.

Amounts of **STD** benefit are rounded to next higher **\$1**.

### Long term disability insurance

**40%** of the employee's weekly pay calculated on the regular hourly rate to a maximum of **\$1,500 per** month.

Payment commences following a waiting period of **26** weeks of total disability. If an employee attempts an unsuccessful return to work for not more than **14** consecutive days, the waiting period will be calculated from the original date of disability.

The insurance on an employee will terminate on the earlier of (i) the date the employee attains age **65**, and (ii) the date the employee retires.

## PLAN DETAIL

### For Employees and Dependents

#### Hospital benefit

An member insured for basic life insurance may apply for optional hospital benefit.

Daily amount - the difference between the public ward rate and the semi-private accommodation rate

Duration of benefit - unlimited

The coverage on a member will terminate on the earlier of (i) the date the member attains age 65, and (ii) the date the member retires.

#### Major medical expense benefit

Deductible - \$20 a benefit year for the total covered expenses incurred by all covered persons in a family; however, the maximum deductible for each covered person is \$10 a benefit year. If more than one covered person in a family is injured in the same accident only one \$10 deductible is applied in any one benefit year against the combined covered expenses resulting from the accident.

Portion payable - 100%

Benefit year  
maximum amount - \$5,000



## PLAN DETAIL

### Major medical expense benefit - continued

Visioncare - subject to the deductible and portion payable shown above

- Maximum amount
  - For members retired prior to May 6, 2002
    - \$225 for contact lenses, eyeglass lenses or laser eye surgery every twenty-four consecutive months (benefit period) for each covered person.
  - For active members and other retired members
    - \$250 for contact lenses, eyeglass lenses or laser eye surgery every twenty-four consecutive months (benefit period) for each covered person.
- Maximum amount
  - \$200 every twenty-four consecutive months (benefit period) for each covered person for contact lenses prescribed for severe corneal astigmatism, severe corneal scarring, Keratoconus (conical cornea) or Aphakia, provided visual acuity can be improved to at least the 20/40 level by contact lenses only.

## PLAN DETAIL

### Dental benefit

Basic services payable - 100%

Restorative services payable - 100%

Orthodontic services payable  
for covered dependent  
children under age 18 at the  
commencement of treatment - 50%

Benefit year maximum for  
basic and restorative expenses combined -

For members retired prior to May 6, 2002 - \$1,800

For active members and other retired members - \$1,900

Lifetime maximum for orthodontic expenses -

For members retired prior to May 6, 2002 - \$1,800

For active members and other retired members - \$3,000

Fee schedule -

Dental: current fee schedule, on the date of treatment, approved and published by the provincial dental association of the province of residence of the covered person for general practitioners; under the plan, this fee schedule applies to charges made by all dentists and is not limited to those charges made by general practitioners.

Denturist: current fee schedule, on the date of treatment, approved and published by the provincial denturist association of the province of residence of the covered person.

## PLAN DETAIL

When an employee retires pursuant to the employer's pension plan the following coverage may be continued (other coverage terminates):

Paid-up whole life insurance

In addition, when a member under age 65 retires pursuant to the employer's pension plan, the following coverage may also be continued until the date the retiree attains age 65, at which time coverage terminates:

Major medical expense benefit  
Dental benefit

## COMMENCEMENT AND ADJUSTMENT OF COVERAGE

### 1. Eligibility

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

- has been at work continuously, actively, in full-time employment and for full pay with the employer for the eligibility period, and
- is resident in Canada.

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

A person will not be considered to be full-time if the person either (a) is classified by the employer as "part-time", or (b) works for fewer than 25 hours each week.

A person will be considered to be resident in Canada while on temporary assignment with the employer outside Canada for not more than 24 months.

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

### 2. Application for Coverage

A person eligible for coverage shall become covered by:

- submitting a written application for insurance on forms furnished by Great-West Life and the employer and
- providing any required evidence of insurability and underwriting evidence.

## COMMENCEMENT AND ADJUSTMENT OF COVERAGE

### 3. Evidence

Benefits insured with Great-West Life are subject to evidence of insurability satisfactory to Great-West Life according to the underwriting rules of Great-West Life in effect at that time.

Benefits, other than benefits insured with Great-West Life, are subject to satisfactory evidence required by the underwriting rules established for those benefits.

A failure to disclose or a misrepresentation by a person applying for coverage of any requested information that is within his knowledge, material to the coverage, and not otherwise disclosed, renders the coverage voidable by the party requiring the evidence.

### 4. Amount of Coverage

Each eligible person who applies for coverage may obtain coverage for not more than the amount described in the plan detail.

### 5. Adjustment in Amount of Coverage

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

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

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

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

## COMMENCEMENT AND ADJUSTMENT OF COVERAGE

### 6. Insurable Earnings

#### Benefits Insured With Great-West Life

"Annual insurable earnings" means annual earnings from your employer based on your established normal work period and job classification.

"Monthly insurable earnings" means 1/12 of annual insurable earnings.

If earnings used by your employer to determine premium payments to Great-West Life are understated, the understated earnings will be used to determine annual insurable earnings. If earnings used by your employer to determine premium payments to Great-West Life have been overstated, the correct amount of earnings will be used to determine annual insurable earnings.

## TERMINATION OF COVERAGE

### (1) Benefits Insured With Great-West Life

The policyholder may terminate your insurance.

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

if you cease to be actively at work due to injury or disease, strike, layoff or leave of absence, your insurance may be extended. For specific details, which are outlined in the group insurance policy providing your group benefits, contact the administrator of your plan.

### (2) Benefits Not Insured With Great-West Life

Your coverage will terminate on the date you cease to be eligible to become covered. Coverage may be continued after retirement as provided in the plan detail.

If you are covered for optional hospital benefit for a period of at least one year, you may elect to terminate this benefit by giving written notice to your employer. The benefit will terminate on the date following the date written notice is received.

Your employer may elect to continue the short term disability benefit:

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

Your employer may elect to continue other benefits:

- during a period when you are absent from work because of injury or disease, or
- for up to 31 days during a period when you are absent from work because of leave of absence, or
- during a period when you are absent from work because of strike or layoff, not to exceed the end of the month following the month the strike or layoff commenced.

Notwithstanding the foregoing, your employer may terminate any coverage at any time.

# LIFE INSURANCE

## 1. Benefit

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

## 2. Settlement Options

Instead of paying the proceeds in one sum, you or a beneficiary may elect, by a written notice filed with Great-West Life, to have the proceeds left on deposit or paid in instalments under any settlement plan then available from Great-West Life.

## 3. Waiver of Premium on Disability

- If prior to your 65th birthday and as result of injury or disease,
- while also insured for long term disability insurance with Great-West Life, you become totally disabled as defined in the long term disability insurance, and such disability has existed for a continuous waiting period of six months or a shorter waiting period under the long term disability insurance, or
  - while not insured for long term disability insurance with Great-West Life, you become totally disabled so as to be unable to do any work, and such disability has existed for a continuous waiting period of six months,

then your life Insurance will continue without payment of premium from the date such disability commenced and during the continuance of such disability, but not beyond 65 years of age.

Limitation - No premium will be waived for any period of total disability during which you are not participating and co-operating in a reasonable and customary treatment program for each disabling condition. Such a program must be recommended by the licensed physician treating you and be of the nature and frequency usually required for each disabling condition.

If you cease to be totally disabled, your life insurance will terminate unless you are then eligible to become insured under this life insurance provision and premium payments for this coverage are resumed. In the event of termination of insurance under this paragraph, if you are not then eligible to become insured under this life insurance provision, you will be entitled to apply for a new policy in accordance with the Conversion Option during a period of 31 days following termination of the insurance. If death occurs during the period of 31 days, insurance will be paid as stated in the Conversion Option.



## LIFE INSURANCE

### 4. Conversion Option

If your life insurance terminates

- (a) as provided under Termination of Insurance or
  - (b) as provided under Waiver of Premium on Disability or
  - (c) because of termination of this life insurance provision,
- and you are not eligible to become insured hereunder, then you will have the right, upon written application made within 31 days after such termination, to obtain a new policy of life insurance without evidence of insurability, as provided below.

If the insurance terminates as provided in (a) or (b) above, the amount of the new policy will not exceed the amount for which you were insured immediately prior to termination. The amount of all group insurance converted may not exceed \$200,000.

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

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

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

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

## LIFE INSURANCE

### 5. Proof of **Disability Claim**

For premiums to be waived, written proof satisfactory to **Great-West Life** signed by the licensed physician treating you must be received by **Great-West Life**:

- (1) while you are totally disabled, and
- (2) within 12 months after the end of the applicable waiting period.

Otherwise, the claim for benefits will be invalid.

**Great-West Life** at any time may request written proof of the continuance of total disability and may request you to submit to and co-operate in examination by **Great-West Life's** medical and other advisers. If you fail to furnish proof satisfactory to **Great-West Life** within three months following the request or refuse to submit to and co-operate in examination by **Great-West Life's** medical and other advisers, you will be considered to have ceased to be totally disabled immediately prior to the date the request was made.

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

### 6. Proof of Death Claim

For benefits to become payable, written proof satisfactory to **Great-West Life** of your death must be received by **Great-West Life** within one year after the date of death.

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

### 7. How to Make a **Life** Insurance Claim

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

**PAID-UP WHOLE LIFE INSURANCE  
FOR RETIRED EMPLOYEES**

If you retire on or after May 6, 2001, all group life term insurance in force on your life will be cancelled and \$5,000 of group life paid-up insurance will be issued to replace it.

If you retired on or after May 6, 1997, all group life term insurance in force on your life will be cancelled and \$4,000 of group life paid-up insurance will be issued to replace it.

If you retired prior to May 6, 1997, all group life term insurance in force on your life will be cancelled and \$3,000 of group life paid-up insurance will be issued to replace it.

The cost of this protection is paid for entirely by the Company; the premiums are fully paid-up and this insurance is a personal policy and will not be affected by anything that happens to the Company or its group insurance policy.

## DEPENDENT LIFE INSURANCE

**See General Provisions (Dependent Insurance) for the definition of dependents and the duration of the coverage.**

### 1. Benefit

In the event of the death of an insured dependent, Great-West Life will pay the amount of insurance on the life of the dependent as shown in the plan detail.

### 2. Limitations

No benefit will be paid

- (1) in the event of the death of a dependent under 15 days of age; and
- (2) in the event of the death of a dependent who was confined in hospital on the day of becoming eligible for insurance and has been continuously so confined until the death of such dependent. This limitation will not apply to a dependent who has been confined to hospital from birth and attains 15 days of age.

### 3. Waiver of Premium on Disability

The dependent life insurance on an insured dependent will be continued without payment of premium during any period that your life insurance is continued under the Great-West Life group insurance policy without payment of premium because of disability, but not beyond 65 years of age.

### 4. Conversion Option

If dependent insurance on the life of your spouse terminates and your spouse is not eligible to become insured under this dependent life insurance provision, you (or your spouse on your death) will have the right, upon written application made within 31 days after such termination, to obtain a new policy of insurance on the life of your spouse without evidence of Insurability, as provided below.

If the insurance terminates, the amount of the new policy will not exceed the amount of insurance on the life of your spouse at termination. The amount of all group insurance converted may not exceed \$200,000.

## DEPENDENT LIFE INSURANCE

### 4. Conversion Option –continued

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

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

If your spouse dies during the **31** day period, Great-West Life will pay an amount equal to the insurance on **the** life of your spouse **at** termination. Payment will be made to the person who would have received the proceeds hereunder.

### 5. Claims

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

### 6. How to Make a Dependent Life Insurance Claim

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

## SHORT TERM DISABILITY BENEFIT (STD)

### 1. Benefit

If you become totally disabled and are continuously so disabled for the waiting period shown in the plan detail, your employer will pay the short term disability benefit for which you were covered at the commencement of total disability. Payment will accrue from and be paid on the dates described in the plan detail and will continue during the continuance of total disability but not longer than the period shown in the plan detail.

### 2. Total Disability

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

### 3. Reduction of Benefit

Your STD benefit will be reduced

- (1) unless prohibited by law, by any income replacement or compensation to which you are entitled under any automobile insurance plan, or legislated income replacement or compensation plan, provided, in the case of any automobile insurance plan, such plan does not reduce its benefits by benefits payable under the Employment Insurance Act;
- (2) by any amount received from your employer as severance pay or under a salary continuance plan; and
- (3) as provided in the Right of Subrogation provision.

## SHORT TERM DISABILITY BENEFIT (STD)

### 4. Limitations

No benefit will be paid

- (1) for any period of total disability during which you are not participating and co-operating in a reasonable and customary treatment program for each disabling condition. Such a program must be recommended by the licensed physician or chiropractor treating you and be of the nature and frequency usually required for each disabling condition. Recognition of a reasonable and customary treatment program recommended by a chiropractor is limited to one month;
- (2) for any total disability resulting directly or indirectly from any one of the following:
  - (a) self-inflicted injury while sane or insane;
  - (b) committing or attempting to commit a criminal offence;
  - (c) voluntarily participating in a riot or an insurrection;
  - (d) war or hostilities of any kind or any act incident thereto;
- (3) for any period you are on leave of absence, except any portion of a period of maternity leave during which the person is disabled as a result of pregnancy;
- (4) until the date you are scheduled for return to work from a period of leave of absence or layoff, for a disability which commenced during that period unless the disability is as a result of pregnancy, occurring during a maternity leave of absence;
- (5) if you are disabled as a result of injury or disease for which you are entitled to payment under any Workers' Compensation or similar coverage;
- (6) after your death or following your retirement under your employer's pension plan;
- (7) if you are engaged in any occupation for compensation or profit;
- (8) for any period you are confined in a prison or similar institution;
- (9) if you do not comply with the Right of Subrogation provision.

### 5. Recurrence of Disability

If you cease to be totally disabled after receiving benefits and while covered for STD benefits, you again become totally disabled due to the same or a related cause, the later disability will be considered to be a continuation of the previous disability unless you completely recover from the previous disability and are continuously actively employed full time and for full pay for a period of at least 14 days after termination of the previous disability.

## SHORT TERM DISABILITY BENEFIT (STD)

### 6. Proof of Claim

For benefits to become payable, written proof satisfactory to the plan administrator signed by the licensed physician treating you must be received by the plan administrator:

- (1) while you are totally disabled, and
- (2) within 12 months after
  - (a) the end of the waiting period, or
  - (b) the recurrence of disability.

Otherwise, the claim for benefits will be invalid.

If such proof is received by the plan administrator within three months after the end of the waiting period or recurrence of disability, benefits are payable from the end of the waiting period or the date disability recurred.

If such proof is received by the plan administrator after three months but prior to 12 months after the end of the waiting period or recurrence of disability, benefits are payable from the date such proof was received by the plan administrator.

The plan administrator at any time may request written proof of the continuance of total disability and may request you to submit to and co-operate in examination by the plan administrator's medical and other advisers. If you fail to furnish proof satisfactory to the plan administrator within three months following the request or refuse to submit to and co-operate in examination by the plan administrator's medical and other advisers, you will be considered to have ceased to be totally disabled immediately prior to the date such request was made.

Proof satisfactory to the plan administrator may be required to verify any statements made to satisfy the underwriting rules established for the plan.

The plan administrator, in its discretion, may pay another person on your behalf and such payment, provided it is made in good faith, will discharge your employer's liability under the plan.

### 7. Limitation of Action

No action or proceeding may be commenced with respect to this benefit more than one year from the later of:

- (1) the end of the period in which proof of claim may be submitted under section 6 "Proof of Claim"; and
- (2) the date of notice of termination of benefits.



SHORT TERM DISABILITY BENEFIT  
**(STD)**

**8. How to Make a Short Term Disability Claim**

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

## LONG TERM DISABILITY INSURANCE (LTD)

### 1. Benefit

If you are totally disabled for the waiting period shown in the plan detail, Great-West Life will pay the monthly LTD benefit for which you were insured at the commencement of the waiting period. Payment will accrue from the end of the waiting period and will be payable monthly thereafter during the continuance of total disability but not beyond death or your 65th birthday. However, if you complete the waiting period during the twelve months immediately prior to your 65th birthday, monthly benefits will be payable during the continuance of total disability but not beyond your death or 12 monthly payments. The LTD premium will be waived while you are receiving such LTD benefits.

### 2. Total Disability

You will be totally disabled if

- (1) during the waiting period and the next 24 months you are unable, because of injury or disease, to perform substantially all of the duties of your occupation and
- (2) thereafter, are unable because of injury or disease, to do any work
  - for which you are or become reasonably qualified by education, training or experience, and
  - which would provide earnings of at least the replacement percentage of 60% times the monthly insurable earnings in effect at the commencement of total disability, increased each January 1 thereafter by the lesser of six percent and the percentage increase in the cost of living index applicable to that year as compared to the cost of living index applicable to the preceding year. The cost of living index is described in Section 9.

### 3. Reduction of Benefit

The monthly long term disability benefit will be reduced

- (1) (a) by any amount of income for the month to which you are entitled under any Workers' Compensation or similar coverage; and  
(b) by any amount required so that the long term disability benefit payable under the Great-West Life group insurance policy would not result in a reduction of income to which you would otherwise be entitled under any Workers' Compensation or similar coverage;
- (2) by any amount of disability income for the month to which you are entitled under the Canada Pension Plan or similar provincial plan including any benefit that you are entitled to receive for children;
- (3) by any amount payable for the month to you as a retirement pension under any employee pension plan, the Canada Pension Plan or similar provincial plan;

## LONG TERM DISABILITY INSURANCE (LTD)

### 3. Reduction of Benefit – continued

- (4) by any amount of disability income for the month to which you are entitled under any other sick leave plan, association or group insurance plan, employee pension plan, or government plan;
- (5) unless prohibited by law, by any income replacement or compensation to which you are entitled under any automobile insurance or any other legislated income replacement or compensation plan;
- (6) by any amount received from your employer as severance pay or under a salary continuance plan, and
- (7) as provided in the Right of Subrogation provision.

Any such benefit not paid on a monthly basis will be Considered to have been paid monthly on a reasonable basis that will be determined by Great-West Life.

A subsequent increase in any such benefit as a result of an indexing provision will not further reduce the long term disability benefit.

You must apply for all such disability benefits for which you may be eligible in order to receive LTD benefits. Where considered appropriate by Great-West Life, you must reapply for, or appeal decisions regarding such disability benefits. Great-West Life will estimate the amount of any reduction until it has been finally established.

### 4. Limitations

No LTD benefit will be paid

- (1) for any period of total disability during which you are not participating and co-operating in a reasonable and customary treatment program for each disabling condition. Such a program must be recommended by the licensed physician treating you and be of the nature and frequency usually required for each disabling condition;
- (2) for any period you are on leave of absence, except any portion of a period of maternity leave during which the person is disabled as a result of pregnancy;
- (3) until the date scheduled for return to work from a period of leave of absence or layoff, for a disability which commenced during that period unless the disability is as a result of pregnancy, occurring during a maternity leave of absence;
- (4) for any total disability resulting directly or indirectly from any one of the following:
  - (a) self-inflicted injury while sane or insane;
  - (b) committing or attempting to commit a criminal offence, which includes a blood alcohol level in excess of the legal limit;
  - (c) voluntarily participating in a riot or an insurrection;
  - (d) war or hostilities of any kind or any act incident thereto;
- (5) if you are engaged in any occupation for compensation or profit, other than a rehabilitation program;

## LONG TERM DISABILITY INSURANCE (LTD)

### 4. Limitations –continued

- (6) after you refuse to participate and co-operate in a rehabilitation program;
- (7) for any disability which commences within the first 12 months that you are insured if the disability is related to a condition for which you, within three months prior to becoming insured, were treated or tested, took medication, or attended or consulted a physician; for this purpose, "insured" means continuously insured for this or similar LTD coverage under a policy held by the policyholder;
- (8) for any period you are confined in a prison or similar institution;
- (9) if you do not comply with the Right of Subrogation provision.

### 5. Rehabilitation

Rehabilitation program means any of the following that are approved as a rehabilitation program by Great-West Life and your attending physician:

- any occupation for compensation or profit,
- any assessment, counselling, training or vocational program, or work related activity,
- any educational program, or
- any reasonable and customary treatment program described in limitation (1).

If you engage in a rehabilitation program, the monthly long term disability benefit will be reduced by

- 50 percent of your compensation or profit during the first 48 month period,
- 100 percent of your compensation or profit thereafter, and
- an amount so that your total income for the month will not exceed 100 percent of your monthly insurable earnings.

### 6. Recurrence of Disability

If you cease to be totally disabled after receiving LTD benefits and again become totally disabled due to the same or a related cause

- within six months if you were not engaged in a rehabilitation program approved by Great-West Life when total disability ceased, or
- within 12 months if you were engaged in a rehabilitation program approved by Great-West Life when total disability ceased,

the later disability will be considered to be a continuation of the previous disability. If you return to active work full time and for full pay for a continuous period of less than 60 days, LTD benefits will be paid at the same rate as before. No LTD benefit will be payable if you are entitled to receive any other group income benefits on account of your disability.

## **LONG TERM DISABILITY INSURANCE (LTD)**

### **7. Proof of Claim**

For long term disability benefits to become payable, written proof satisfactory to Great-West Life signed by the licensed physician treating you must be received by Great-West Life:

- (1) while you are totally disabled, and
- (2) within 12 months after
  - (a) the end of the waiting period shown in the plan detail, or
  - (b) the recurrence of disability.

Otherwise, the claim for LTD benefits will be invalid.

If such proof is received by Great-West Life within six months after the end of the waiting period or recurrence of disability, LTD benefits are payable from the end of the waiting period or the date disability recurred.

If such proof is received by Great-West Life after six months but prior to 12 months after the end of the waiting period or recurrence of disability, LTD benefits are payable from the date such proof was received by Great-West Life.

Great-West Life at any time may request written proof of the continuance of total disability and may request you to submit to and co-operate in examination by Great-West Life's medical and other advisers. If you fail to furnish proof satisfactory to Great-West Life within three months following the request or refuse to submit to and co-operate in examination by Great-West Life's medical and other advisers, you will be considered to have ceased to be totally disabled immediately prior to the date such request was made.

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

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

### **8. Limitation of Action**

No action or proceeding may be commenced against Great-West Life more than one year from the later of:

- (1) the end of the period in which proof of claim may be submitted under section 7 "Proof of Claim"; and
- (2) the date of notice of termination of long term disability benefits,

## LONG TERM DISABILITY INSURANCE (LTD)

### 9. Indexing Provision

Cost of Living Index • The cost of living index for any calendar year is the average of the Consumer Price Index for Canada, not seasonally adjusted, as published by Statistics Canada for each month in the 12 consecutive months ending October 31 of the preceding year using the most current base year. If the consumer price index is not available, another reasonable index will be determined by Great-West Life.

### 10. How to Make a Long Term Disability Claim

- (1) Obtain an Employee Claim Submission Guide from your employer before the end of the waiting period;
- (2) Complete the claim form according to the instructions provided on the form; and
- (3) Return the claim form to your employer.

# HOSPITAL BENEFIT

## 1. Benefit

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

## 2. Reduction of Benefit

This hospital benefit will be reduced as provided in the Right of Subrogation provision.

## 3. Limitations

No benefit will be paid

- (1) for a period of hospital confinement which began before the covered person became covered hereunder; this limitation will not apply to a child who became covered at birth;
- (2) for injury or disease for which a covered person is entitled to payment under any Workers' Compensation or similar coverage;
- (3) for an amount for which a covered person is not required to pay, or for which the covered person is entitled to reimbursement under any non-contractual arrangement or under the health plan of the province in which the covered person resides, whether or not the covered person is insured thereunder;
- (4) for an amount which is not permitted to be covered;
- (5) for injury or disease resulting from war or hostilities of any kind;
- (6) for confinement in a chronic or convalescent hospital;
- (7) for any deterrent or user fee charged by a hospital;
- (8) if you do not comply with the Right of Subrogation provision.

## 4. Co-ordination of Benefits

If benefits with respect to the same expense are payable under this hospital benefit provision and from any other source, the amount payable under this provision will be reduced to ensure that the total amount payable from all sources does not exceed the expense incurred.

## HOSPITAL BENEFIT

### 5. Claims

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

The plan administrator may require a covered person to submit to examination by the plan administrator's medical advisers.

Proof satisfactory to the plan administrator may be required to verify any statements made to satisfy the underwriting rules established for the plan.

The plan administrator, in its discretion, may pay another person on your behalf and such payment, provided it is made in good faith, will discharge your employer's liability under the plan.

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

No action or proceeding under the plan may be commenced with respect to this benefit within 60 days nor after one year from the expiration of the time when proof of claim is required hereunder.

### 6. How to Make a Hospital Claim

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

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

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



# MAJOR MEDICAL EXPENSE BENEFIT

## 1. Benefit

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

The maximum amount payable for the covered expenses incurred by a covered person under this major medical expense benefit and any similar coverage issued by your employer, is shown in the plan detail; if any covered expense is not paid because of this provision, it may not be claimed in a subsequent calendar year.

## 2. Reduction of Benefit

This major medical expense benefit will be reduced as provided in the Right of Subrogation provision.

## 3. Covered Expenses

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

- (1) by a licensed hospital, including semi-private accommodation,
  - (a) outside the province of residence for a temporary period in the case of a resident who requires hospitalization due to an emergency while travelling or on vacation;
  - (b) outside the province of residence, and within Canada, for a temporary period in the case of a resident who requires hospitalization because treatment is not available in the province of residence; and
  - (c) outside Canada for a resident who requires hospitalization because treatment is not available in Canada, limited to \$100 a day and a maximum of thirty days.

- (2) In all cases, charges by a chronic or convalescent hospital are excluded.  
for services rendered outside the province of residence of the covered person by a licensed physician in excess of the charges allowed under the health plan of the province of residence whether or not the covered person is insured thereunder, when such services are required due to an emergency while travelling or on vacation, or because treatment is not available in Canada.

## MAJOR MEDICAL EXPENSE BENEFIT

### 3. Covered Expenses –continued

- (3) for the following drugs dispensed by a licensed physician or dentist or by a licensed pharmacist on the written prescription of a licensed physician or dentist up to the portion of such charges shown in the plan detail:
- (a) drugs legally requiring a prescription in accordance with the Food & Drug Act, Canada or similar provincial legislation
  - (b) drugs not legally requiring a prescription, but are in an injectable format, or are life-sustaining and identified under the following headings in the Therapeutic Guide section of the then current Compendium of Pharmaceuticals and Specialties:
    - anti-anginal agents
    - antiparkinsonism agents
    - bronchodilators
    - antihyperlipidemic agents
    - hyperthyroidism therapy
    - parasympathomimetic agents
    - tuberculosis therapy
    - anticholinergic preparations
    - anti-arrhythmic agents
    - glaucoma therapy
    - insulin preparations
    - oral fibrinolytic agents
    - potassium replacement therapy
    - topical enzymatic debriding agents
  - (c) extemporaneous compounds where at least one ingredient is considered a covered expense under (a) or (b) above, excluding from (a), (b) and (c):
    - (i) food and dietary supplements,
    - (ii) cosmetic or hygienic products,
    - (iii) experimental drugs,
    - (iv) drugs not approved for marketing in Canada by Health Canada or not considered by the Canadian Medical Association or by the medical association of the province of residence of the covered person to be therapeutically useful,
    - (v) fertility drugs,
    - (vi) obesity drugs,
    - (vii) smoking cessation drugs; and
    - (viii) erectile dysfunction drugs;
- (4) for services of the following if licensed by a licensing and registration authority in the province where the service is rendered: acupuncturist, Christian science practitioner, chiropractor, osteopath, naturopath, podiatrist, masseur (Registered Massage Therapist), orthotherapist, physiotherapist, speech therapist and a licensed psychologist. Charges for services by a member of the College of Physicians and Surgeons are paid by the provincial health insurance plan.
- (5) for eye examinations by a licensed physician or a licensed optometrist, limited to one examination every **twelve** consecutive months for each covered dependent child under age 19, and one examination every twenty-four consecutive months for each other covered person;
- (6) for contact lenses or eyeglass lenses prescribed by a licensed physician or licensed optometrist for the correction of impaired vision and frames for eyeglass lenses, or laser eye surgery when performed by a licensed ophthalmologist, up to the maximum amount shown in the plan detail;

## MAJOR MEDICAL EXPENSE BENEFIT

### 3. Covered Expenses – continued

- (7) for services of a dentist for the excision of a cyst or tumour;
- (8) for services of a dentist only if the treatment is both required as a direct result of an accidental injury to natural teeth from an external blow, excluding biting accidents, and the treatment is performed within the 12 month period immediately following the accident;
- (9) for ambulance service to and from the nearest hospital where treatment is available;
- (10) for private duty nursing service in the home of the covered person, and in hospital outside Canada in the case of a resident of Canada who requires such service due to an emergency while travelling or on vacation or because treatment is not available in Canada, by a registered nurse, a licensed practical nurse or a registered nursing assistant not ordinarily resident in the home and not related to the covered person; provided such service can be performed only by a registered nurse, a licensed practical nurse or a registered nursing assistant and not by a person of lesser qualifications and such service was recommended and approved by a licensed physician;
- (11) for an artificial eye, arm, hand, leg and foot excluding myoelectrical limbs and including repairs and adjustments, or replacement if repair is not possible, or to accommodate a growing child;
- (12) for a mammary prosthesis following a mastectomy, limited to one a calendar year for each covered person;
- (13) for stump socks;
- (14) for a hearing aid, limited to \$300 every thirty-six consecutive months for each covered person;
- (15) for glasses or contact lenses following a cataract operation, limited to one pair only;
- (16) for oxygen and its administration;
- (17) for rental of a walker, crutches or standard hospital bed recommended and approved by a licensed physician;
- (18) for rental of an electric wheelchair for quadriplegics or standard wheelchairs recommended and approved by a licensed physician;
- (19) for the following items if recommended and approved by a licensed physician: elastic stockings limited to two pair a calendar year for each covered person, traction appliance, spinal and abdominal medical support, varco traction kit, belt and similar appliance, neck brace, cervical collar, ileostomy or colostomy kit;
- (20) for custom built orthopaedic shoes, custom made orthotics, and orthopaedic modifications to shoes; provided such shoes, orthotics and modifications are recommended and approved by a licensed physician or by a licensed podiatrist;
- (21) for contraceptive devices;

## MAJOR MEDICAL EXPENSE BENEFIT

### 3. Covered Expenses –continued

- (22) for PUVA therapy for psoriasis, administered by a licensed dermatologist;
- (23) for a blood-glucose monitoring machine and an insulin injector for diabetics,
- (24) for the temporary use of therapeutic equipment recommended and approved by a licensed physician, and approved by your employer, limited to the lesser of the cost of purchase and rental;
- (25) for diagnostic tests, laboratory fees and x-rays, if reimbursement is not available under the health plan of the province of residence of the covered person, excluding ultrasound and administration fees.

Additional services and supplies may be included at the discretion of your employer.

### 3B. **Additional** Covered Expenses (Preventative)

In addition, covered expenses are the reasonable charges for vaccinations and inoculations for the preventative treatment of hepatitis B.

### 4. Limitations

No benefit will be paid

- (1) for any covered expense incurred during a period of hospital confinement which began before the covered person became covered hereunder; this limitation will not apply to a child who became covered at birth;
- (2) for a periodic health check-up or examination, travel for health, cosmetic surgery and dental services other than those covered in 3(7) and (8) above;
- (3) for injury or disease for which a covered person is entitled to payment under any Workers' Compensation or similar coverage;
- (4) for an expense for which a covered person is not required to pay, or for which the covered person is entitled to reimbursement under any non-contractual arrangement or under the health plan of the province in which the covered person resides, whether or not the covered person is insured thereunder;
- (5) for a charge which is not permitted to be covered;
- (6) for an injury or disease resulting from war or hostilities of any kind;
- (7) for any covered expense incurred for elective out of province treatment;
- (8) for safety glasses, sun glasses (with or without prescription), glasses or contact lenses for cosmetic or decorative purposes;
- (9) if you do not comply with the Right of Subrogation provision.



**5. Co-ordination of Benefits**

If benefits with respect to the same expense are payable under this major medical expense benefit provision and from any other source, the amount payable under this provision will be reduced to ensure that the total amount payable from all sources does not exceed the expense incurred.

**6. Claims**

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

The plan administrator may require a covered person to submit to examination by the plan administrator's medical advisers.

Proof satisfactory to the plan administrator may be required to verify any statements made to satisfy the underwriting rules established for the plan.

The plan administrator, in its discretion may pay another person on your behalf and such payment, provided it is made in good faith, will discharge the employer's liability under the plan.

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

No action or proceeding under this plan may be commenced with respect to this benefit within 60 days nor after one year from the expiration of the time when proof of claim is required hereunder.

## MAJOR MEDICAL EXPENSE BENEFIT

### 7. How to Make a Health Claim

- (1) Obtain a claim form from your employer;
- (2) Complete and submit the claim form according to the instructions provided on the form; and
- (3) Enclose receipts and statements of payments for items paid in part or in full by another source (e.g. another insurance company, government plan, Workers' Compensation, etc).
- (4) Out-of-country claims (other than those for expenses outlined under 3A. Additional Covered Expenses) should be submitted to Great-West Life as soon as possible upon incurring the expense. It is very important that you send your claims to our Benefit Payment Office immediately as your Provincial Medical Plan has very strict time limitations.
- (5) Great-West Life will then send you an Out-of-Country Statement of Claim and Government Assignment forms. Complete these forms and return them to us. We will pay all eligible claims including your Provincial Medical Plan portion. Great-West Life will then be reimbursed directly from your Provincial Medical Plan for their share of the expenses.
- (6) Out-of-Country claims must be submitted within a certain time period which varies with each province. Please contact our Out-of-Country Claims Unit for the time restriction for submitting claims in your province.
- (7) If you have any questions or if assistance is required to complete any of the forms, please contact our Out-of-Country Claims Unit at **1-800-957-9777**.

## PREFERRED VISION SERVICES (PVS)

### 1. Benefit

Preferred Vision Services (PVS) is a service provided by Great-West Life to its customers through Preferred Vision Services.

Preferred Vision Services (PVS) entitles you to a discount on a wide selection of quality eyewear and vision care services when you purchase these items from a PVS network optician or optometrist. You are eligible to receive the PVS discount through the network whether or not you are enrolled for the extended health care coverage described in this booklet. You may use the PVS network as often as you wish to purchase services and eyewear for yourself and your dependents at a reduced cost.

Shopping for eyewear through PVS:

- (1) Call the **PVS Information Hotline** at 1-800-668-6444 or visit the PVS web site at [www.pvs.ca](http://www.pvs.ca) for information about PVS locations and the program.
- (2) Arrange for a fitting or eye examination, if needed.
- (3) Present your group benefit plan identification card to identify your preferred status as a PVS member through Great-West Life at the time of purchase.
- (4) **Select** your eyewear and pay the reduced PVS price. If you have vision care coverage, obtain a receipt and submit it with a claim form in the usual manner.

# DENTAL BENEFIT

## 1. Benefit

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

The maximum amount payable for a covered person is shown in the plan detail,

## 2. Reduction of Benefit

This dental benefit will be reduced as provided in the Right of Subrogation provision.

## 3. Covered Expenses

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

### (1) Basic Services:

Routine examinations	Periodontal treatment of the soft and hard tissue supporting the teeth, including provisional intracoronar splinting but excluding any other type of splinting, appliances or orthodontic treatment
X-rays	
Fillings	
Extractions	
Oral surgery	
Polishing	Endodontics
Scaling	Space maintainers and regainers for missing primary teeth
Fluorid treatments	
Anaesthesia	Oral hygiene instruction
Consultations	

### (2) Restorative Services:

Inlays and onlays  
Crowns  
Fixed bridges  
Dentures, excluding a duplicate set and equilibrated dentures  
Bridge repair  
Rebasing, relining and repair of dentures



## DENTAL BENEFIT

### 3. Covered Expenses – continued

- (3) Orthodontic Services for dependent children under age 19 at the commencement of treatment:

Orthodontic treatment  
Orthodontic appliances

#### Meaning of "fee schedule":

The fee schedule is as described in the plan detail.

If an allowance for an expense is not shown in the applicable fee schedule, the plan administrator will determine the reasonable and customary allowance.

In the absence of an applicable fee schedule the plan administrator will determine the reasonable and customary allowance.

If the covered person is resident outside of Canada the applicable fee schedule is that of the province where the Canadian head office of the employer is located.

### 4. Limitations

No benefit will be paid

- (1) for a covered expense otherwise payable under the plan;
- (2) for an expense incurred for cosmetic purposes;
- (3) for an expense incurred for the removal of an amalgam restoration and its replacement with an alternate material unless there is evidence of recurrent decay or significant breakdown;
- (4) for injury or disease for which a covered person is entitled to payment under any Workers' Compensation or similar coverage;
- (5) for an expense for which a covered person is not required to pay, or for which the covered person is entitled to reimbursement under any non-contractual arrangement;
- (6) for an expense for an injury or disease resulting from war or hostilities of any kind;
- (7) for more than one examination, including x-rays, scaling, polishing and fluoride treatment, for a covered person during any period of six consecutive months;
- (8) for more than one oral hygiene instruction a benefit year for each covered person;
- (9) for more than one expense incurred for the rebasing, relining and repair of dentures every two benefit years for each covered person;

## DENTAL BENEFIT

### 4. Limitations – continued

- (10) for an expense incurred for construction of an inlay, onlay or crown unless there is extensive decay, breakdown or fracture of the tooth at the time of construction where an amalgam or similar restorative material cannot adequately restore the tooth;
- (11) for an expense incurred for replacement of an inlay, onlay or crown unless there is extensive decay or breakdown which can not be repaired by use of amalgam or similar restorative material;
- (12) for an expense incurred for an initial bridge or denture unless the covered person has been covered for at least 12 consecutive months, and it is required as a result of the extraction of **at** least one natural tooth while covered hereunder;
- (13) for an expense incurred for replacement of a fixed bridge or denture unless
  - (a) the covered person has been covered for at least 12 consecutive months;
  - (b) the appliance is at least five years old and cannot be made serviceable; and
  - (c) it is required **as** a result of the extraction of at least one natural tooth while covered hereunder, and the appliance cannot be made serviceable;
- (14) for an expense incurred for a precision attachment or for dental restorations for the purposes of periodontal splinting, full mouth rehabilitation, altering of the vertical dimension or modifying the occlusion;
- (15) if you do not comply with the Right of Subrogation provision.

### 5. Co-ordination of Benefits

**I**f benefits with respect to the same expense are payable under this dental benefit provision and from any other source, the amount payable under this provision will be reduced to ensure that the total amount payable from all sources does not exceed the expense incurred.

## DENTAL BENEFIT

### 6. Claims

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

The plan administrator may require a covered person to submit to examination by the plan administrator's dental advisers.

Proof satisfactory to the plan administrator may **be** required to verify any statements made to satisfy the underwriting rules established for the plan.

The plan administrator, in its discretion may pay another person on your behalf and such payment, provided it is made in good faith, will discharge the employer's liability under the plan.

Payment for a charge by a hospital or a dentist, instead of being made to you, may be made to the hospital or the dentist. Such payment will be a complete discharge to your employer for **the** amount **so** paid.

No action or proceeding under this plan may be commenced with respect to this benefit within 60 days nor after one year from the expiration of the time when proof **of** claim is required hereunder.

### 7. How to Make a Dental Claim

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

#### **Pre-determination:**

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

## **GENERAL PROVISIONS** **(Dependent Benefits)**

### **1. Dependent**

Dependent means

- (1) (i) the person to whom you are legally married and with whom you cohabit, or  
(ii) the person with whom you have been cohabiting in a marriage like relationship for a period of at least 12 months (spouse)
- (2) your unmarried child, under 22 years of age and dependent on you for support and
- (3) your unmarried child, 22 years of age or over but less than 25 years of age, who is a full-time student attending or on vacation from an educational institution and dependent on you for support.

The following will be considered to be your child:

- (a) a person you are adopting, during the period of probation,
- (b) your stepchild,
- (c) a person related to you by blood or marriage and for whom you are the legal guardian, and
- (d) a child of the person with whom you have been cohabiting in a marriage like relationship for a period of at least 12 months, provided such child is living with you.

The age restriction does not apply to a mentally retarded or physically handicapped person who had this condition and was covered as your dependent immediately before the age of 22.

Covered dependent means a person covered under this plan as a dependent.

### **2. Termination of Dependent Benefits**

The coverage on a dependent will terminate on the earlier of:

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

On your death, any health and dental benefits on your dependents will continue for 31 days.

## GENERAL PROVISIONS

### 1. Contract

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

### 2. Age

If your age has been misstated, the true age will govern,

### 3. Currency

All payments under the plan will be in lawful money of Canada.

### 4. Conformity With Law

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

## GENERAL PROVISIONS

### 5. Right of Subrogation

If a benefit is paid under the plan for a loss for which a third party is or may be liable, whichever of Great-West Life and your employer is responsible for the payment of such benefit will be subrogated to your rights in any claim you assert against the third party.

Where the amount of the benefit paid by the plan, together with the recovery from the third party and from any other source, exceeds 100% of the actual **loss** or expense, you will hold the benefits in excess of 100%, **less** the proportionate amount of unrecovered legal expenses, in trust for Great-West Life or your employer as the case may be and will reimburse such party in the amount of the excess within 30 days following receipt of the third party recovery.

If the third party recovery compensates you for future loss, any benefits otherwise payable by the plan will **be** reduced **so** that the total benefits payable in the future will not exceed 100% of the **loss**.

You will co-operate with Great-West Life and your employer and in no way compromise their right of subrogation. You will execute a subrogation reimbursement agreement and direction and any other documentation required by Great-West Life or your employer and provide details of the third party claim.

You must obtain the consent of Great-West Life or your employer as the case may be to any settlement of the third party claim which consent will not be unreasonably withheld. If you fail to obtain such consent to any settlement, you will be considered to have recovered 100% of your **loss** from the third party.

If judgement is obtained in the third party action, you must advise Great-West Life or your employer as the case may be of the judgement within 10 days and provide Great-West Life or your employer with the details of the total recovery. If you fail to provide these details, you will be considered to have recovered 100% of your **loss** from the third party.

No benefits will be payable unless the requirements of this provision are satisfied.

At Great-West Life, we recognize and respect every individual's right to privacy. When you apply for coverage or benefits, we establish a confidential file of personal information.

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

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

We limit access to information in your file to Great-West Life staff or persons authorized by Great-West Life who require it to perform their duties, to persons to whom you have granted access, and to persons authorized by law. Your employer has an agreement with Great-West Life in which your employer has financial responsibility for some of the benefits outlined in this booklet and Great-West Life processes the claims. Great-West Life, your plan administrator, your health care provider, and other insurance and reinsurance companies may also exchange information when the information is needed to administer the group benefit plan.

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

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

*This plan is underwritten by*

**Great-West Life**  
ASSURANCE  COMPANY

