

**COLLECTIVE
AGREEMENT**

SOURCE	E6		
EFF.	97	06	13
TERM.	2002	06	12
No. OF EMPLOYEES	120		
NOMBRE D'EMPLOYÉS	120		

between

**INTERCRAFT COMPANY,
a Newell Company**

and

**THE UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA-LOCAL 1072**

**Effective: 13 June 1997
Expiry: 12 June 2002**

1103101

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This Agreement entered into this **73th day of June 1997**.

between

INTERCRAFT COMPANY, a Division of Newell Industries Canada Inc.
(hereinafter known as the "**COMPANY**")

and

**CARPENTERS AND ALLIED WORKERS - LOCAL 1072
OF THE UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA**
(hereinafter known as the ****UNION****)

This Agreement, made and entered into this **13th day of June 1997**, by and between **Intercraft Company, a Newell Company, 3440 Wolfedale Road, Mississauga, Ontario L5C 1W4**, (hereinafter referred to as the ****Company****) of **The United Brotherhood of Carpenters and Joiners of America - Local 1072, 2300 Finch Avenue West, Unit 25, Weston, Ontario M9M 2Y3** (hereinafter referred to as the "**Union**"), on behalf of the employees employed by the Company at Mississauga, Ontario.

ARTICLE 1 - NON-DISCRIMINATION

- 1.01** The Company and the Union agree not to discriminate in the administration of this Agreement and with respect to terms and conditions of employment on the basis of race, colour, creed, sex, age, marital status, nationality, ancestry or place of origin, or personal handicap within the requirements and limitations of Federal and Provincial Statutes.

ARTICLE 2 - MANAGEMENT

2.01 Functions of Management

Except to the extent expressly abridged or limited by a specific provision of this Agreement, the Company reserves and retains all of its inherent rights to manage the business. Such rights include management's right to establish or continue policies, practices, production standards, and procedures for the conduct of the business and, from time to time, to change or abolish such policies, practices, production standards and procedures; the right to determine, and from time to time redetermine, the number, location and types of its operations and methods, processes and materials to be employed; to change, curtail or discontinue processes or operations or discontinue their performance by employees of the Company; to determine the need for and identity of suppliers, contractors, and subcontractors; to determine the number of hours per day or per week operations shall be carried on; to hire, select and determine the number of employees required; to assign work to such employees in accordance with requirements determined by management; to establish and change work schedules and assignments; to transfer, promote or demote employees; to lay off, terminate or otherwise relieve employees from duty for lack of work or other reasons; to make and enforce reasonable rules for maintenance of discipline; to suspend, discharge or otherwise discipline employees for just cause; and otherwise to take such measures as management may

determine to be necessary for the orderly, safe and efficient conduct of the business, The parties recognize the necessity of eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work which an employee shall perform during the workday nor shall there be any restrictions against the uses of any kind of machinery, tools, or labour-saving devices.

E 3 - UNION SECURITY

3.01 Recognition

The Company recognizes the Union as the sole and exclusive bargaining agent for all production and maintenance employees in the bargaining unit defined as follows: All employees in Mississauga, Ontario, save and except supervisors, persons above the rank of supervisor, and office and sales staff, timekeeper, and industrial engineer. Nothing in this Agreement is intended as a guarantee, explicit or implied, that any work currently or subsequently performed at the Mississauga, Ontario plant (in this Agreement sometimes referred to as "the plant") shall continue to be performed at the plant, nor as a guarantee or obligation of employment or continued plant operations or any portion thereof.

3.02 Union Representation

There shall be three (3) Shop Stewards appointed by the Union. A fourth Steward may be appointed when a second shift is scheduled from among those employees on the second shift. The Shop Stewards shall be recognized **as** the Shop Committee for the purpose of meeting with the Company representatives to process grievances. The Local Union shall promptly advise the Company in writing of the names of the Shop Stewards and all alternates (and the person for whom each is the alternate). No representative shall function or be recognized until the Company has been **so** advised.

3.03 Union Official Responsibility

Each employee who holds a position of officer or Shop Steward of the Local Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this agreement.

3.04 No Leaving Without Permission

A Shop Steward shall not leave his work station without prior permission of the supervisor which will not be unreasonably denied (indicating grievance and destination concerned - and he may be required to clock in and out), and then only for such activities as are specifically provided for in this Agreement. Shop Stewards shall not suffer any **loss** of pay for such authorized lost production time.

3.05 Representation

Where an employee is summoned to a supervisor's office where the purpose of the meeting is to reprimand and/or discipline the employee, or to obtain information from the employee which may lead to reprimand and/or discipline, that employee shall first be advised of the purpose of the meeting and at the same time be advised of his/her right to have a Steward present.

3.06 **Shop Stewards and Superseniority**

The Shop Stewards shall be the last persons laid *off* and the first persons recalled provided they can do the available work.

3.07 **Visitation**

A representative of the Union may visit the Company's facility any time the plant is in operation, provided such representative is accompanied at all times by a Company representative.

3.08 **Union Shop**

All present employees within the bargaining unit on the effective date of this Agreement and every new employee of ninety (90) calendar days, shall join the Union, and remain a member of the Union in good standing, as a condition of continued employment with the Company.

3.09 **Checkoff**

The Company agrees during the term of this Agreement to deduct from wages of each employee in the bargaining unit an amount equal to the regularly authorized Union dues. Union dues as have been deducted, along with the names, of the employees from whom deductions were made, the amounts ~~so~~ deducted, Social Insurance number and current address shall be remitted to the Financial Secretary of the Union no later than the 10th day of the month following the month in which the deductions were made. The Company further agrees that it will deduct from the wages of every employee hired after the signing date of this Agreement, upon completion of his probationary period, an amount equal to the regularly authorized Union initiation fee. The Company will receive an authorization signed by each employee concerned indicating the amount and schedule of deductions to be made. The amount ~~so~~ deducted shall be remitted to the Financial Secretary of the Union along with the Union dues for that month. Initiation fee is to be deducted within thirty days of the completion of probation and remitted to the Union within sixty days of the completion of probation. The authorizations provided for by this section shall conform with all applicable Federal and Provincial laws. The Union shall refund to the Company or to the employee any dues which may be deducted erroneously or any monies which may be remitted erroneously to the Union.

3.10 **Indemnification**

The Union agrees to indemnify and hold the Company harmless against any and all claims, suits, orders or judgments against the Company resulting from any action taken or not taken by the Company pursuant to any written communication from the Union, under the provisions of this article.

ARTICLE 4 - NO STRIKE - NO LOCKOUT

4.01 No Strike-No Lockout

In view of the grievance and arbitration procedures in this Agreement, it is agreed by the Union that there shall be no strike or stoppage of work or slowdown, either complete or partial during the term of this Agreement and the Company agrees that during the term of this Agreement there shall be no lockout either complete or partial.

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURES

5.01 Definition of Grievance

A grievance is any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement.

5.02 Time Limits

Each grievance shall be raised and the settlement attempted promptly. The time limits shall exclude Saturdays, Sundays and holidays observed under this Agreement. Time limits for either party may be extended only by Agreement confirmed in writing. Requests for extensions of time shall not be unreasonably denied.

5.03 Settlement Procedure

A grievance in order to be processed must be raised no later than seven (7) working days after the event giving rise to the grievance. The following procedure shall apply:

Step 1 A grievance shall be first discussed orally with the aggrieved employee's supervisor by that employee (who may have his Shop Steward with him). If the grievance is not resolved by this oral discussion (and such oral discussion shall not be bypassed), the grievance shall be reduced to writing on a form supplied by the Union stating the facts of the complaint, the section(s) of the Agreement involved and the relief requested, and dated and signed by the employee.

Step 2 The written grievance shall be submitted by the end of the third workday following the conclusion of the oral discussion by the Shop Steward to the supervisor for his written answer within three (3) working days.

Step 3 The Step 2 written answer shall settle the grievance, unless it is appealed in writing to the Director of Manufacturing (or his designee) by the Shop Steward within five (5) working days of the delivery of the Step 2 answer. The appeal shall request a meeting on the grievance. If so, the Director of Manufacturing and other management representative(s), if he desires, will meet with one (1) member of the Shop Committee who represents the shift on which the grievance arose, and the Union representative within five (5) working days. The grievor may be present if he so requests. The Director of Manufacturing shall give his written answer within five (5) working days of the meeting, or if none, within five (5)

working days of the appeal to him. This answer shall settle the grievance, unless appealed to arbitration.

5.04 Policy Grievance

A policy grievance may be submitted by the Union to the Company in Step 3 of the grievance procedure.

5.05 Disciplinary Procedure and Grievance

Violation of Company work rules will result in disciplinary action in the form of a written warning, suspension or discharge, depending upon the seriousness of the violation and the circumstances involved. A grievance which claims that a discharge or disciplinary suspension was not for just cause shall be filed directly at Step 3 within five (5) working days. It shall be placed in writing on the grievance form, signed by the employee, dated and delivered by the employee concerned (or on his behalf by his Shop Steward), to the Director of Manufacturing. Such a grievance will be discussed at a Step 3 meeting.

5.06 Investigation and Discussion

Grievance discussions and investigations shall take place in a manner which shall not unreasonably interfere with operations.

5.07 Appeal to Arbitration

The Company's written answer at Step 3 of the grievance procedure may be appealed by the Union to arbitration by a notice in writing delivered to the Director of Manufacturing within thirty (30) calendar days of the date of the delivery of Step 3 answer.

If the Company representative fails to give his written answer within the time limits provided in Step 3, then upon expiration of the applicable time limit the Union may appeal the grievance to arbitration within thirty (30) calendar days.

5.08 Designation of Arbitrator

The arbitration procedure under this collective agreement shall be in accordance with the provisions of the Labour Relations Act of Ontario.

5.10 Arbitrator's Jurisdiction

The arbitrator shall base his decision on the express language (as distinguished from implied meanings) of this Agreement. The arbitrator shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provision(s) in lieu thereof not to give any decision inconsistent with the terms of this Agreement. His decision shall cover only the particular issue necessary to resolve this grievance without recommendation or comment on other matters. The provisions of the preceding sentence and/or failure of the employee or Union to meet time limitations as provided in the grievance procedure and/or arbitration procedure is not waived by the Company's discussions of the grievance or alleged grievance in prior steps. No liability shall accrue against the Company for a period prior to the date of the occurrence of the event grieved or in disciplinary cases, prior to the date of the discipline (and taking into consideration interim compensation and efforts to mitigate damages). Except by agreement between the Company and the Union no more than one (1) grievances shall be submitted to the

same arbitrator at one (1) hearing (or series); provided that grievances which have the same factual background or which require consistency of interpretation of a single provision of this Agreement will be presented to the same arbitrator at one (1) hearing (or series), if they have reached the arbitration stage together.

5.11 Award and Expenses

The arbitrator's award rendered in accordance with this Agreement shall be final and binding on the Company, Union and employees concerned. The expenses and fee of the arbitrator shall be shared equally by the Company, and the Union. All other expenses shall be paid by the party incurring them. Either party may be represented by counsel.

5.12 Rates for New Job Classifications

If the Company establishes a new job classification or the job content of a job classification is changed sufficiently to affect the labour grade of the classification, the Company shall establish a new hourly rate for such classification. Before the effective date of the new hourly rate a meeting shall be held between the Company and the Union for the purpose of attempting to agree on the new rate. If the parties cannot agree on the new rate, the Union may submit the question whether the new rate bares a reasonable relationship to rates paid for other job classifications in the plant as a grievance in Step 3 of the grievance procedure, but no sooner than thirty (30) calendar days after the effective date of the new rate and no later than forty (40) calendar days after the effective date of the new rate. In ruling on any grievance arising under the provisions of this section, the arbitrator shall make a ruling in favour of the labour grade and rate position of the Company if he finds that the new rate bares a reasonable relationship to rates paid for other job classifications in the plant or in favour of the labour grade and rate position of the Union if he finds otherwise. During the period that the procedures herein outlined are being followed, the job will operate at the rate established by the Company, but if any adjustment results from the award of an arbitrator such adjustment shall be made retroactive to the date on which the new rate was first placed into effect.

5.13 Access to Premises in Connection with Arbitration

The parties and the arbitrator shall have access to the Company premises to view working conditions, machinery or operations which may be relevant to the resolution of a grievance.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.01 No Guarantee

Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid under more than one (1) provision of this Agreement or for more than one (1) reason for the same hours worked.

6.02 Regular Work Time

Insofar as production is needed, the number of regular working hours per day shall be eight (8) and the number of regular working hours per week shall be forty (40). The regular workweek shall be five (5) consecutive days, Monday to Friday inclusive.

6.03 **and Quitting Times**

Starting and quitting times shall be as follows:

Day Shift:	7:30 a.m. to 4:00 p.m.
Second Shift:	4:00 p.m. to 12:30 a.m.
Third Shift:	11:00 p.m. to 7:30 a.m.

The Company reserves the right to advance or delay the starting and quitting times above noted by up to one hour.

An employee whose shift extends from one (1) calendar day into another or who works overtime from one (1) calendar day to another (for example, from Saturday into Sunday or from the day before a holiday into the holiday), shall be considered as working on the calendar day on which he started to work, except that a shift starting within the last two (2) hours of Sunday night shall be considered as a Monday shift.

An employee who is transferred to another shift shall accept such transfer or, at his option, request to be laid off until such time as the workforce on the shift he last worked is increased. In this regard, the Company agrees to transfer the most junior employee performing the work in question subject to special needs to the contrary.

6.04 **Overtime Premium Pay**

An employee shall be paid overtime at the rate of one and one-half (1-1/2) times his or her regular rate for:

- a) all hours worked in excess of eight (8) in any workday;
- b) all hours worked in excess of forty (40) in a week.

6.05 **Sunday Premium Pay**

An employee shall be paid at a rate of two (2) times his or her regular rate for all hours worked on Sunday.

6.06 **Holiday Worked Premium Pay**

An employee shall be paid at the rate of one and one-half (1-1/2) times his or her regular rate for all hours worked on any holiday, or day observed as such, plus eight (8) hours holiday pay as provided in this Agreement.

6.07 **Wash-Up Period**

Five (5) minutes will be granted prior to quitting time **so** that employees may wash up before leaving the plant.

6.08 **Rest Periods**

Break periods of ten (10) minutes' duration shall be allowed each half shift. The Company shall schedule break periods to enable employees to make the maximum use of available amenities. Lunch periods of thirty (30) minutes' duration shall be allowed on each shift. Employees shall be at their work places ready to commence work at their scheduled

starting times and shall remain in their work places until their scheduled quitting times except (a) during unpaid lunch periods, ~~two~~ (2) daily rest periods of ten (10) minutes each, one in the morning and one in the afternoon; (b) one (1) five (5) minute wash-up period at the end of the employee's shift (unless the employee is scheduled to work overtime); or (c) to attend to reasonable personal needs.

6.09 Overtime Work

- a) Overtime work may be required by the Company when, in its judgment, such work is necessary. The Company shall first offer the overtime work to qualified volunteers *within the department*. ***If there are not sufficient qualified volunteers within the department, overtime will be offered to qualified volunteers outside the department.*** An employee who performs work which needs to be continued on an overtime basis (as distinct from being performed by employees on the next shift) shall be given preference among qualified volunteers. If there are not enough qualified volunteers available, other qualified employees shall be assigned the overtime work in reverse order of seniority. The Company shall notify employees of work to be performed four (4) hours before the end of the shift, and in the case of Friday and Saturday overtime, shall attempt to give notice before the end of the previous shift on Thursday.
- b) The Company agrees that, when it has a choice among qualified volunteers, it shall not take into account previous acceptance or refusal of overtime by those employees.
- c) When overtime is worked, employees receive a ten (10) minute break period, thereafter a break will be granted for every ~~two~~ (2) hours of work.

6.10 Shift Premium

An employee whose starting time is on the second shift shall receive a shift premium of thirty-five cents (\$0.35) per hour. An employee whose starting time is on the third shift shall receive a shift premium of forty cents (**\$0.40**) per hour.

6.11(a) Temporary Labour Transfer

An employee who is transferred temporarily from his labour grade to a job in another labour grade shall be paid the rate for the job or his regular rate, whichever is greater.

- 6.11(b) The Company shall not be obligated to post temporary vacancies created by illness, accident or leave of absence for ~~less~~ than a period of 90 calendar days. A temporary appointment will be made until the employee returns to his job. In the event that the Company is aware that the vacancy will be for more than 90 calendar days the Company agrees to post the temporary vacancy.

6.12 Transfer Due to a Reduction in Force or at Own Request

An employee who is transferred due to a reduction in the work force or at his own request (if granted), shall be paid the rate of pay for the classification to which he has been transferred, effective on the date of the transfer.

6.13 Emergency Call-In Pay

An employee who has left the Company premises and who is called in to work outside of his regular scheduled hours shall be paid at the rate of time and one-half (1-1/2) his regular rate for all work performed with a minimum ~~two~~ (2) hours' pay.

6.14 Earned Benefits

In the event of the death of an employee while in the employ of the Company, the earned benefits and unpaid wages shall be paid as prescribed by law.

ARTICLE 7 - SENIORITY

7.01 Seniority

Seniority of each employee in the bargaining unit in the operations described in this Agreement shall be established after a probationary period of ninety (90) calendar days and shall count from date of employment. Seniority shall be plant wide and is an employee's length of service in years, months and days since his last date of hire. Seniority rights as of an employee's last date of hire are created by this Agreement and exist only to the extent expressed herein. Whenever ~~two~~ (2) or more employees have identical seniority dates their relative seniority order shall be established by the date and time of his/her first interview for employment as shown on the Company's records. Seniority shall be maintained and accumulated during (a) absence due to layoff, (b) sickness or accident, and (c) authorized leave(s) of absence, all subject to the specific provisions of this Agreement. Probationary employees, part-time employees and student employees may be transferred, laid off, discharged, or otherwise terminated at the sole discretion of the Company and no grievance shall be raised over such action by the union. Seniority shall not apply on short-term layoffs of four (4) working days or less.

7.02 Application or Seniority

In recognition of the responsibility of the Company for the efficient operation of the plant, it is agreed that the Company shall have the right to pass over any employee if it establishes that he does not have the ability or the physical fitness to perform the work after a reasonable period, not to exceed ten (10) working days. Such ten (10) working day periods shall not apply in the case of layoff.

7.03 Layoff and Recall

In making layoffs or recalls seniority shall apply on the basis of the factors in Section 7.02. In the event of a layoff an employee may bump into a less senior employee's job to avoid layoff, ***with the exception of appointed positions***, provided the employee exercising his right to bump possesses comparable ability to perform the job and physical fitness for the work. If an employee declines work on another shift as a result of a reduction in the work force on his shift such employee shall be placed on layoff until the work force is later increased ~~so~~ as to permit his return to the shift from which he was laid off and his position is available.

An employee who as a result of exercising rights under this section moves to another shift shall return to the shift from which he was transferred when the work force on that shift is again increased and his position is available.

7.04 Termination of Seniority

Seniority and the employment relationship shall be automatically terminated when an employee:

- (a) is discharged, and is not reinstated pursuant to the Grievance and/or Arbitration Procedures of this Agreement;
- (b) is laid off or absent from work for any reason for a period of one and one-half (1-1/2) years or one half (1/2) the amount of his seniority as of his last day of work, whichever period is shorter;
- (c) voluntarily quits, which shall be deemed to include:
 - (i) A failure to notify the Company of his intention to return to work after layoff within three (3) working days, and actually to report to work within five (5) working days (unless this latter period is extended in writing by the Company), after he has been notified by Priority Post (either by delivery or bona fide attempted delivery), at his last address appearing on the Company's records to report for work;
 - (ii) An absence and failure to notify the Company and obtain authorization for the absence, as soon as possible, but in any event no later than three (3) working days after the absence occurs; or
 - (iii) An overstay of a leave of absence (or giving a false reason for obtaining it); and the overstay of a vacation, unless he notifies the Company of his reason for the overstay prior to or at the very beginning of, his first workday after vacation to tell the Company about his delay.

7.05(a) Job Vacancies

All job vacancies and newly created positions, other than appointed positions, shall be posted for three (3) working days. An employee desiring the opening must make application in writing to the Company. The senior employee applying for the position shall be given the job under provisions of 7.02. In the event that there are no bids or no employees qualified to fill the vacancy or the newly created position the Company shall fill the vacancy in any other manner. An employee selected to fill the vacancy or newly created position shall be given a trial period of up to ten (10) working days. An employee shall be ruled ineligible for a bid if he has bid for and filled another position in the previous six (6) months except for Grade 1 positions. The Company shall temporarily fill the vacancy or newly created position as necessary pending the selection of an employee pursuant to this provision. In the event that a shift change by successful bidder would cause too many inexperienced employees to be on a shift, the employee entitled to a shift change may be required to delay such move for up to sixty (60) days from the date of approval of the bid by the Company, so as to permit the training of qualified replacements. Normally the job posting will be assigned to the successful applicant within a week of the completion of the posting period except where the Company has a legitimate reason to cancel or delay the filling of the vacancy.

- 7.05(b)** An employee filling a permanent vacancy shall be returned to his former job if he proves unsatisfactory to the company or may apply to return to his former job. This shall be done within ten (10) working days from the beginning of the transfer under 7.02. Upon return to his previous job the employee shall receive the same pay and benefits received prior to

the transfer. The next senior qualified bidder will then be considered under the provision of 7.02.

- 7.05(c)** An employee with one (1) year seniority or more who successfully bids on a job vacancy shall receive the top rate of pay for the job, provided the employee had previously performed the job at an acceptable level. In the event the successful bidder has not performed the job previously, but is currently performing the job satisfactorily, then the top rate shall be paid to such employee after three (3) months on the job.

7.06 **Seniority Lists**

The Company shall maintain a seniority list, a copy of which shall be posted for employee inspection and a copy shall be provided for the Union. This list shall be updated quarterly.

ARTICLE 8 - MISCELLANEOUS

8.01 **Safety & Health**

The Company and the Union agree that they mutually desire to maintain required standards of safety and health in the plant in order to prevent industrial injury and illness. The Company shall make reasonable provisions for safety and health of its employees in its plant during the hours of their employment.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order or governmental regulation relating to safety of persons or equipment. The Company shall supply equipment and supplies necessary to protect employees from injury as required by law.

8.02 **Safety Shoes**

The Company shall contribute ***fifty dollars*** (\$50.00) per year toward the purchase of safety shoes ***upon presentation by the employee of acceptable proof of purchase. Effective 13 June 1998, the Company shall increase its contribution to fifty-five dollars (\$55.00) per year, and effective 13 June 2000 the Company shall further increase its contribution to sixty dollars (\$60.00) per year.***

8.03 **Joint Health and Safety Committee**

The Company and the Union agree to establish a Joint Health and Safety Committee consisting of an equal number of representatives from both sides, which shall identify potential dangers and recommend means of improving health and safety of employees, including health and safety programs. The committee shall make monthly inspections and also accompany the Safety Inspector on his inspections of the plant and equipment. The committee shall hold monthly meetings. Time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Company and the Union.

8.04 **Notification**

A Union representative of the Safety Committee shall be notified promptly of each injury requiring medical attention.

8.05 **Bulletin Board**

The Company agrees to provide a bulletin board where Union notices may be posted thereon after they have been signed by a responsible officer of the Union and approved by the Company.

8.06 **Gender of Words**

Words importing the masculine gender shall include females as well as males unless the context clearly indicates otherwise.

8.07 **Pay Day**

Pay day shall be on Thursday of each week before the end of the shift.

8.08 **Printing of Collective Bargaining Agreement**

The Company and the Union agree to share the printing costs equally for the publication and distribution of this Agreement in booklet form to all employees.

8.09 **Work by Non-Bargaining Unit Employees**

Non-bargaining unit employees shall not perform work on hourly rated jobs and to displace hourly paid employees except in the following types of situations;

- (1) in emergencies arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations;
- (2) in the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned;
- (3) performance of work required by customers when a sufficient number of hourly paid employees are not readily available;
- (4) machine maintenance and set-up; and
- (5) inventory.

8.10 **Discipline**

In imposing discipline on a current infraction, the Company will not take into account any prior disciplinary infraction which occurred more than two (2) years from the date of the current infraction. ***This provision may be waived by the Company and Union on agreement or by an arbitrator appointed under the Agreement or the Labour Relations Act where an employee is being disciplined for harassment and where there are previous disciplinary infraction(s) involving harassment.***

8.11 **Inventory**

The Company shall offer inventory work to qualified employees by seniority. If there are not enough volunteers to do the work, qualified employees shall be assigned to inventory in reverse seniority within a department.

8.12 Union Leaves

Subject to the operational needs of the Company an employee who has been elected or appointed by the Union to attend a Union convention shall be granted a leave of absence without pay for this purpose. The Union will inform the Company of the name(s) of the delegates six (6) weeks prior to the effective date of the leave. Upon proper advance notice the Company shall grant a leave of absence to not more than one (1) employee at any one time for the purpose of accepting a Union assignment which does not conflict with the interests of the Company. Such leave of absence shall not be in excess of one (1) year. Any employee intending to apply for such a leave shall give the Company sufficient notice to enable it to make provisions for the filling of the employee's job during the term of his leave. Any employee on such a leave of absence will not be entitled to any wages, allowances and/or benefits for the duration of the leave.

The Company shall reimburse up to (3) three employees for regularly scheduled hours lost from work due to meetings with the Company to negotiate the Collective Agreement. This reimbursement will apply to meetings between the parties prior to conciliation.

8.13 The Company and the Union agree to establish an in plant labour-management committee.

ARTICLE 9 - BENEFIT PLANS

9.01(a) Hospital/Medical/Dental Coverage

The Company shall pay the total cost of the Ontario Health Tax levy as prescribed in provincial legislation. The Supplementary Drug/Medical Plan and the Dental Plan (based on the **1994** Ontario Dental Association fee schedule) shall be provided by the Company for all eligible and participating employees. Dental benefits are capped at \$1,000.00 per annum per person.

9.01(b) The Vision Care Plan for all of the company's eligible and participating employees shall provide for **One Hundred Dollars (\$100.00) every three (3) years. Effective 13 June 1998, the Plan shall provide for One Hundred Dollars (\$100.00) every two (2) years. Effective 13 June 2000, the Plan shall provide for One Hundred Twenty-five Dollars (\$125.00) every two (2) years.**

9.01(c) There is a one hundred and eighty (180) day eligibility requirement for the dental and vision care benefits.

Effective 14 August 1997, the dental plan shall contain the 1997 Ontario Dental Association (O.D.A.) fee schedule; effective 13 June 1999, the applicable fee schedule will be the 1998 O.D.A. fee schedule; effective 13 June 2000, the applicable fee schedule will be the 1999 O.D.A. fee schedule; effective 13 June 2001, the applicable fee schedule will be the 2000 O.D.A. fee schedule.

This coverage, where appropriate, may be provided by an insurance carrier by the Company or by the Company directly through self-insurance or by a combination of these. For the drug portion of this coverage, the drug card shall be used.

The co-insurance feature will be 80% coverage on the first \$1,000.00 per annum and 100% coverage thereafter. Extended Health Care shall be continued in the case of layoff

for up to three (3) months or one-half (1/2) the amount of an employee's seniority, whichever is shorter. Upon an employee's termination or discharge, benefits will be terminated immediately.

Probationary employees are excluded from these benefits.

- 9.01(d)** *Effective 14 August 1997, the premium costs for benefit plans referred to in Article 9.01(a) and 9.01(b) (Drug/Medical, Dental and Vision) will be shared as follows:*
 Employer will pay 85% of premium costs.
 Employee will pay 15% of premium costs.

Note: *Participants are permitted to opt out of coverage if covered by a spouses plan.*

9.02 **Life Insurance**

The life insurance plan for all of the Company's eligible and participating employees shall provide the following coverage: \$20,000 for the employee; \$4,000 for the employee's spouse; and \$2,000 per dependent child.

9.03 **Accidental Death and Dismemberment Plan**

The Group Accidental Death and Dismemberment Plan for all of the Company's eligible and participating employees shall provide for a \$20,000 policy.

9.04 **Sickness and Accident Insurance**

The Sickness and Accident Weekly Indemnity Benefit Plan (non-occupational) shall provide for payments ***equivalent to the Employment Insurance maximum amount beginning*** on the first day of an accident or first day of hospitalization, or on the eighth day of sickness for a maximum ***of*** seventeen (17) weeks

Where an employee is not actually hospitalized, for example due to lack of available beds, but has undergone surgical procedure and has out patient status, the plan will consider the absence to be equivalent to hospitalization.

9.05 **Injury Pay**

If an employee who has acquired seniority is injured while at work and is sent to the doctor, he shall be paid on the day of the accident at his base hourly rate for:

- (a) the time spent in going directly to the doctor;
- (b) the time spent at the doctor's office; and
- (c) if such employee returns to work; a reasonable amount of time to return to work; or
- (d) if such employee is sent home by the doctor, the remainder of the day; provided, however, that the total number of hours for which such employee shall receive pay pursuant to the foregoing provisions of this paragraph shall not exceed the difference between eight (8) hours and the number of hours actually worked by such employee on the day on which he was injured. In the event subsequent visits to the doctor are required, the employee will endeavour to schedule such visits after working hours.

9.06 **Continuinn Education**

An employee who has acquired seniority may register for *a continuing* education *program* which relates *directly* to work *in the bargaining unit as per Company policy*.

9.07 **Bereavement Pay**

In the case of a death in the immediate family of an employee who has completed his probationary period the Company shall provide a maximum of three (3) working days' leave with pay. "Immediate family" shall be meant to include the employee's spouse, parents, sister, brother, child, mother-in-law or father-in-law, sister-in-law, or brother-in-law. In the case of a grandparent, the Company shall provide a maximum of one (1) working days' leave with pay.

9.08 **Jury Duty Make-up Pay**

The Company shall pay an employee who is required for Jury Service, for each day of service, the difference between his average straight time hourly rate for the number of hours he normally works on his shift, not to exceed eight (8) hours, and the payment he receives for Jury Service. The employee will present proof of service and the amount of pay received.

9.09 **Leave of Absence**

The Company shall grant a leave of absence to employees for personal reasons having due regard to the operations of the plant and provided such request is made in writing and the reason for the leave of absence is stated. Such leave of absence shall be without pay and without **loss** of seniority and subject to any applicable law, and not to exceed thirty (30) calendar days.

9.10 **Pregnancy and Parental Leave**

Employees shall be eligible for Pregnancy and Parental Leave in accordance with the Employment Standards Act.

The employee shall be reinstated when the leave ends to the position the employee most recently held if it still exists or to a comparable position if it does not. If operations have been suspended or discontinued at the time the leave ends, the employee will be reinstated to work on the resumption of operations in accordance with the seniority provisions of this Agreement.

ARTICLE 10 - PAID HOLIDAYS**10.01** **Number of Holidays**

The following holidays are paid holidays for eligible employees:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Dominion Day
Labour Day

Thanksgiving Day
The Day Before Christmas Day
Christmas Day
Boxing Day
The Day Before New Year's Day
Civic Day

If any of the above holidays *fall on the weekend (Saturday or Sunday) the Labour Management Committee will determine the date to celebrate the holiday, provided the date is on the next available work day on either side of the weekend.*

10.02 Holiday Pay

For each such holiday, when not worked, an eligible employee will receive eight (8) hours pay at his regular straight-time hourly rate, excluding shift premium, if any.

10.03 Eligibility Requirement

- (a) An employee is not eligible if he has not acquired seniority;
- (b) An employee is not eligible for a paid holiday if:
 - (i) he is employed for less than three months;
 - (ii) has not earned wages on at least twelve days during the four work weeks immediately preceding a paid holiday;
 - (iii) fails to work his or her scheduled regular day of work preceding his or her scheduled regular day of work following a paid holiday,
or
 - (iv) has agreed to work on a public holiday and who, without reasonable cause, fails to report for and perform the work.
- (c) Section 10.03 (b)(iii) shall be interpreted to give an employee a grace period of two (2) hours legitimate absence during the day on the day before and on the day after the holiday(s). This grace period shall be given an employee not more than twice within a twelve (12) month period.

10.04 Holiday During Vacation

In the event any of the holidays occur during an employee's vacation period, such employee shall be entitled to such holiday in addition to his or her vacation, provided he or she works the normal workday on the last scheduled workday prior to his or her vacation period and the first scheduled workday after his or her vacation period.

ARTICLE 11 - VACATIONS

1 ■01 Annual Vacation

Each employee shall be entitled to an annual vacation with pay in accordance with the employee's length of service. For the purposes of this Article, June 30th shall be the cutoff date for determining an employee's length of service with the Company and his gross earnings in the previous year.

The vacation year as laid down by the Province of Ontario begins July 1st and ends June 30th. This vacation year is used to calculate vacation pay.

During the first year of employment the employee is entitled to four percent (4%) of his gross earnings for vacation pay.

After one (1) year of service, the employee is entitled to two **(2)** weeks' of vacation with pay of four percent **(4%)** of his gross earnings.

After completing five (5) years' continuous service an employee is entitled to three (3) weeks' vacation with pay of six percent (6%) of his gross earnings.

After completing ten (10) years' continuous service an employee is entitled to four **(4)** weeks' vacation with pay of eight percent **(8%)** of his gross earnings.

11.02 **Vacation Scheduling and Shutdown**

(a) The Company may elect to close the plant (or a portion of it) for a vacation for up to three **(3)** weeks, and if **so**, will give the employees notice of the vacation shutdown by April 15th of each year. Such shutdown shall normally be scheduled during the months of July and August. Employees shall take their vacations at the time of the shutdown. In the event of **a** shutdown for vacation, the Company is not obliged to provide work for employees not eligible, or not yet eligible, for vacation, or eligible for a lesser vacation than the period of the shutdown. Operational or maintenance requirements may cause the Company to require some employees to work during the shutdown and to schedule their vacations outside of the shutdown period.

For such employees and for employees who have more vacation coming than the shutdown provided the Company will schedule individual vacations in the manner described in subsection (b) below.

(b) In the event that a plant shutdown is not scheduled, then each eligible employee shall designate in writing to **his** supervisor the period of time he desires to take his vacation. The Company will schedule vacations taking into consideration employee's expressed preferences. However, where there are conflicts among employees, seniority shall govern, but **so** as to cause the least interference with productivity and to assure orderly operations. The Company has the final decision with respect to vacation scheduling, and it will notify the employees of such scheduling not later than the end of May.

ARTICLE 12 - CLASSIFICATION AND WAGE RATES

12.01 **Wane Schedule**

Incorporated herein as part of this Agreement is a schedule of hourly wage rates identified as Appendix 'A', which shall be effective respectively.

ARTICLE 13 - ETE AGREEMENT

13.01 **Partial Invalidity of Agreement**

Should the parties hereafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement the parties may agree upon a replacement for the affected provision(s). Such replacement for the provision(s) shall become effective immediately upon agreement of the parties and shall remain in effect for the duration of this Agreement.



13.02 **Separability**

In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof.

13.03 **Complete Agreement**

This constitutes the complete and entire Agreement between the parties.

ARTICLE 14 - DURATION

14.01 **Duration**

This Agreement shall be binding and remain in effect from 13 June 1997 to midnight 12 June 2002 and shall be renewed from year to year thereafter unless either party gives to the other party, notice in writing within ninety (90) days and not less than forty-five (45) days prior to the expiration date of the Agreement that it wishes to terminate or amend the Agreement.

Upon notification by either party, both parties agree to commence negotiations within fifteen (15) days of receipt of notification.

EXECUTED

THE UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF
AMERICA - LOCAL 1072
2300 Finch Avenue West, Unit 25
Weston, Ontario
M9M 2Y3

INTERCRAFT COMPANY,
a Newell Company
3440 Wolfedale Road
Mississauga, Ontario
L5C 1W4

by

Jose (Tony) Ornelas

Lance Humphrey

Priscilla Boros

David Watson

by

*Vice President Human Resources
Gary Hall*

Human Resources Manager
Laurie Catsimbras

*Operations Superintendent
Larry Spencer*

DATED AT MISSISSAUGA, ONTARIO this *75th day of August 1997*.

APPENDIX "A"

HOURLY RATE SCHEDULE

<u>GRADE</u>	<u>CLASSIFICATION</u>	<u>14 AUG 1997</u>	<u>13 JUNE 1998</u>	<u>13 JUNE 1999</u>	<u>13 JUNE 2000</u>	<u>13 JUNE 2001</u>
1	- START	10.11	10.26	10.41	10.62	10.89
	- 3 MONTHS	10.69	10.85	11.01	11.23	11.51
	- 1 YEAR	11.83	12.01	12.19	12.44	12.75

General Assembly (See Appendix "B")

2	- START	10.52	20.67	10.83	11.05	11.33
	- 3 MONTHS	11.11	11.28	11.45	11.68	11.97
	- 1 YEAR	12.31	12.50	12.68	12.94	13.26

- Glass Cutting

3	- START	11.02	11.19	11.36	11.58	11.87
	- 3 MONTHS	11.66	11.84	12.01	12.26	12.56
	- 1 YEAR	12.93	13.13	13.32	13.59	13.93

- Picker/Checker/Packer
 - Feeder/Material Handler I
 - Store Keeper
 - Pre-test Operator
 - Rolling Mill Operator I
 - Slitter Set-Up & Operate
 -Wood Laminator Operator
 - Utility Person

4	- START	11.59	11.77	11.94	12.18	12.48
	- 3 MONTHS	12.26	12.45	12.63	12.88	13.21
	- 1 YEAR	13.58	13.78	13.99	14.27	14.63

- Back Department
 - Set-Up Person
 -Wood Mitre
 - Material Handler II
 - Guillotine Operator
 - Assemblies Department/Set-Up & Co-ordinate
 - **Inventory Keyer/Checker**

RADE	CLASSIFICATION	14 AUG 1997	13 JUNE 1998	13 JUNE 1999	13 JUNE 2000	13 JUNE 2001
5	- START	12.30	12.49	12.67	12.93	13.25
	- 3 MONTHS	13.25	13.44	13.65	13.92	14.27
	- 1 YEAR	14.07	14.28	14.49	14.78	15.15
	- Receiver/Warehouseman/Shipper - Rolling Mill Operator II - Metal Fabrication Set-Up (Trainee) - Auto Operate					
<hr/>						
6	- START	12.69	12.88	13.07	13.33	13.67
	- 3 MONTHS	13.59	13.79	14.00	14.28	14.64
	- 1 YEAR	14.52	14.74	14.96	15.26	15.64
	- Rolling Mill Operator III - Cut/Join Set-Up/Co-ordinate & Operate					
<hr/>						
7	- START	13.33	13.53	13.73	14.00	14.35
	- 3 MONTHS	14.36	14.58	14.80	15.09	15.47
	- 1 YEAR	15.24	15.46	15.70	16.01	16.41
	- Metal Fabrication Set-Up - Rolling Mills Set-Up - Wood Laminator Set-Up & Operate - Maintenance I					
<hr/>						
8	- START	13.36	13.56	13.76	14.04	14.39
	- 3 MONTHS	14.38	14.60	14.83	15.11	15.49
	- 1 YEAR	15.61	15.84	16.08	16.40	16.81
	- Maintenance II					
<hr/>						
9	- START	14.74	14.96	15.18	15.49	15.87
	- 3 MONTHS	15.74	15.98	16.22	16.54	16.96
	- 1 YEAR	16.73	16.98	17.23	17.58	18.02
	- Materials Movement Co-ordinator					
<hr/>						
11	- START	16.06	16.30	16.54	16.87	17.30
	- 3 MONTHS	17.15	17.41	17.67	18.03	18.48
	- 1 YEAR	18.11	18.38	18.65	19.03	19.50
	- Set-Up & Operate					
<hr/>						
12	- START	16.91	17.16	17.42	17.77	18.21
	- 3 MONTHS	17.85	18.12	18.39	18.76	19.23
	- 1 YEAR	19.67	19.97	20.27	20.67	21.19
	- Maintenance Mechanic - Maintenance Electric					

PREMIUMS	- First Aid	\$0.15 above regular rate
	- Lead Hand	\$0.75 above regular rate for highest paid employee in jurisdiction of lead hand, except for red circled employees.
	- Skilled Trades	<i>Effective 13 June 1998, Ontario certification in a mechanical or electrical trade will be recognized by a premium payment of \$3.00 per hour above regular rate for employees so qualified and working in a skilled trade under this Agreement. At the Company's discretion, a skilled trade employee may receive a premium of \$4.00 per hour above regular rate if he or she possesses both a mechanical and electrical Ontario certification.</i>

***Lead persons, first aid person, maintenance mechanic, maintenance II, material movement co-ordinator and set-up and operate shall be appointed by the Company.**

APPENDIX "B"

THE GENERAL ASSEMBLY CLASSIFICATIONS

GENERAL ASSEMBLY

- Metal Frame Final Assembly
- Fitted Wood Final Assembly
- Shrink Wrap
- Packaging
- Woodjoining
- Hangering
- Hinging
- Punch Lock
- Metal Hinging
- Wood Laminator Feeder
- Pre-Ticketing
- Facepaper, Mat & Print Collation
- Metal Insert Staking
- Wood Frame Touch-Up
- Printing Labels
- Corner Block
- Carpet Cutting
- Rework
- Rosenthal

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- 1.** Those individuals who are absent on an approved leave of absence during the occurrence of a statutory holiday shall not receive pay for the statutory holiday.
- 2.** Those individuals who are receiving Workers' Compensation or Weekly Indemnity payments and who receive statutory holiday pay for same will not receive a duplicate statutory holiday payment from the Company.
- 3.** The company will endeavour to make Wednesday pay day when Friday is a statutory holiday.

Group Benefit Plan

INTERCRAFT INDUSTRIES OF CANADA

Benefit Summary

This summary must be read together with the benefits described in this booklet.

Employee Life Insurance	\$20,000
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Dependent Life Insurance

Spouse	\$4,000
Child	\$2,000

Employee Accidental Death, Dismemberment and Specific Loss (Principal Sum)

An amount equal to your Life Insurance

Short Term Disability Benefits

Waiting period
Injury
Illness

No waiting period
seven days

If you are hospitalized prior to the last day of the waiting period for illness, benefits will begin on the day you are hospitalized

Maximum benefit period
Amount

17 weeks
60% of weekly earnings to the maximum allowable under the Employment Insurance Act

Healthcare

Individual Deductible	\$10 each calendar year
Family Deductible	\$20 each calendar year

The individual and family deductibles do not apply to Hospital, SHNS prescription drug, visioncare and Global Medical Assistance expenses

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Reimbursement Levels

SHNS drug expenses	80% of the first \$1,000 of covered expenses and 100% thereafter
All other expenses	100%

Basic Expense Maximums

Hospital Nursing	Semi-private room \$5,000 in any 12 month period
Hearing Aids	\$300 every 5 years
Custom-fitted Orthopedic Shoes	\$300 every 12 months
Myoelectric Arms	\$10,000 per prosthesis
External Breast Prosthesis	1 every 12 months
Surgical Brassieres	2 every 12 months
Mechanical or Hydraulic Patient Lifters (excluding electric stairlifts)	\$2,000 per lifter every 5 years
Outdoor Wheelchair Ramps	\$2,000 lifetime
Blood-glucose Monitoring Machines	1 every 4 years
Transcutaneous Nerve Stimulators	\$700 lifetime
Extremity Pumps for Lymphedema	\$1,500 lifetime
Custom-made Compression Hose	4 pairs each calendar year
Wigs for Cancer Patients	\$200 lifetime

Paramedical Expense Maximums

Chiropractors	\$350 each calendar year
Physiotherapists	\$350 each calendar year
Podiatrists	\$350 each calendar year
Psychologists/Social Workers	\$350 each calendar year
Speech Therapists	\$350 each calendar year
Massage Therapists	\$350 each calendar year
Osteopaths	\$350 each calendar year

Visioncare Expense Maximums

Glasses and Contact Lenses	\$100 every 3 years
Effective June 13, 1998	\$100 every 2 years
Effective June 13, 2000	\$125 every 2 years

Note: Only employees are eligible for Visioncare coverage

Lifetime Healthcare Maximum	Unlimited
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Dentalcare

Payment Basis	The 1997 Ontario Dental Association Fee Guide
Effective June 13, 1999	The 1998 Ontario Dental Association Fee Guide
Effective June 13, 2000	The 1999 Ontario Dental Association Fee Guide
Effective June 13, 2001	The 2000 Ontario Dental Association Fee Guide
Reimbursement Level	100%
Plan Maximum	\$1,000 each calendar year

Note: No maximum is applied to accidental dental injury coverage

LIABILITY FOR BENEFITS

YOUR EMPLOYER HAS ENTERED INTO AN AGREEMENT WITH THE GREAT-WEST LIFE ASSURANCE COMPANY WHEREBY YOUR EMPLOYER WILL HAVE FULL LIABILITY FOR SHORT TERM DISABILITY, HEALTHCARE AND DENTALCARE BENEFITS. THIS MEANS YOUR EMPLOYER HAS AGREED TO FUND THESE BENEFITS. THESE BENEFITS ARE THEREFORE UNINSURED. ALL CLAIMS WILL HOWEVER BE PROCESSED BY THE GREAT-WEST LIFE ASSURANCE COMPANY.

PLEASE NOTE: THE ARRANGEMENTS NOTED ABOVE APPLY ONLY TO THE SHORT TERM DISABILITY, HEALTHCARE AND DENTALCARE BENEFITS. LIFE INSURANCE IS FULLY INSURED WITH THE GREAT-WEST LIFE ASSURANCE COMPANY.

Benefit Details

This booklet describes the principal features of the group benefit plan sponsored by your employer, but Group Policy No. 44456 and Plan Document No. 51507 are the governing documents. If there are variations between the information in the booklet and the provisions of the policy and plan document, the policy and plan document will prevail. Contact your employer if you require any additional information.

COMMENCEMENT AND TERMINATION OF COVERAGE

You are eligible to participate in all parts of the plan except for Dentalcare and Visioncare after three months of continuous employment. You are eligible for Dentalcare and Visioncare after six months of continuous employment.

- You and your dependents will be covered as soon as you become eligible.

You may waive coverage if you are covered under your spouse's plan. If your coverage under your spouse's plan terminates, you must apply for coverage under this plan no later than 31 days after termination. After 31 days, you must provide evidence of insurability for you and your dependents before you can participate. Dentalcare may be limited to some restrictions.

- You must be actively at work when coverage takes effect, otherwise the coverage will not be effective until you return to work.

Increases in your benefits while you are covered by this plan will not become effective unless you are actively at work.

- Temporary, part-time and seasonal employees may not join the plan.

Your coverage terminates when your employment ends, you are no longer eligible, or the policy terminates, whichever is earliest.

- Your dependents' coverage terminates when your insurance terminates or your dependent no longer qualifies, whichever is earlier.
- When your coverage terminates, you may be entitled to an extension of benefits under the plan. Your employer will provide you with details.

DEPENDENT COVERAGE

Dependent means:

- Your spouse, legal or common-law.
- Your unmarried children under age 21, or under age 25 if they are full-time students.

Children under age 21 are not covered if they are working more than 30 hours a week, unless they are full-time students.

Children who are incapable of supporting themselves because of physical or mental disorder are covered without age limit if the disorder begins before they turn 21, or while they are students under 25, and the disorder has been continuous since that time.

EMPLOYEE LIFE INSURANCE

You may name a beneficiary for your life insurance and change that beneficiary at any time by completing a form available from your employer. On your death, your employer will explain the claim requirements to your beneficiary. Great-West Life will pay your life insurance benefits to your beneficiary.

- Your life insurance terminates when you reach age 70.
- If you are under age 65 and have been disabled for 6 months or more, you may be entitled to have your life insurance continued without premium payment until you reach age 65. You are considered disabled if injury or disease prevents you from being gainfully employed in any job. Great-West Life will determine your qualification for waiver of premium benefits. If you believe you may be eligible, contact your employer for claim forms. You must apply for waiver of premium benefits within 12 months of becoming eligible.
- If any or all of your insurance terminates, you may be eligible to apply for an individual conversion policy without providing proof of your insurability. You must apply and pay the first premium no later than 31 days after your group insurance terminates. See your employer for details.

DEPENDENT LIFE INSURANCE

If one of your dependents dies, Great-West Life will pay you the dependent life insurance benefit. Your employer will explain the claim requirements.

- If you are disabled and the premiums for your employee life insurance are waived, your dependent life insurance will also continue without premium payment until your own coverage terminates or your dependents no longer qualify.
- If your spouse's insurance terminates, he or she may be eligible to apply for an individual conversion policy without providing proof of insurability. Your spouse must apply and pay the first premium no later than 31 days after the group insurance terminates. See your employer for details.

ACCIDENTAL DEATH, DISMEMBERMENT AND SPECIFIC LOSS (AD&D) INSURANCE

If you suffer one of the losses listed below as the result of an accident which occurs while you are insured, Great-West Life will pay up to the Principal Sum. The loss must occur no later than 365 days after the accident. For loss of use, the loss must be continuous for 365 days.

Loss	Amount Payable
Life	Principal Sum
Both hands or both feet	Principal Sum
Sight of both eyes	Principal Sum
One hand and one foot	Principal Sum
One hand and sight of one eye	Principal Sum
One foot and sight of one eye	Principal Sum
Speech and Hearing in both ears	Principal Sum
One arm or one leg	3/4 Principal Sum
One hand or one foot or sight of one eye	1/2 Principal Sum
Speech	1/2 Principal Sum
Hearing in both ears	1/2 Principal Sum
Thumb and index finger or at least 4 fingers of one hand	1/4 Principal Sum
All toes of one foot	1/8 Principal Sum

Loss of Use

Both legs or both arms or both hands	Principal Sum
One arm and one leg	Principal Sum
One hand and one leg	Principal Sum
One leg or one arm	3/4 Principal Sum
One hand	1/2 Principal Sum

Surgical Reattachment

If you suffer the loss of a limb that is surgically reattached, Great-West Life will pay 50% of the amount that would have been payable if the loss had been permanent, regardless of the amount of use regained. The balance of the benefit will be payable if the reattachment fails and the reattached part is removed within one year after the reattachment was performed.

Repatriation

If you die as the result of an accident that is at least 150 kilometers away from your home, Great-West Life will pay up to \$2,500 for the preparation and transportation of your body to the place of burial or cremation less any amounts paid under this plan's global medical assistance benefit.

Your AD&D insurance terminates when you reach age 71.

Limitations

The Principal Sum is the maximum amount that will be paid for all injuries resulting from the same accident.

No benefits are paid for injury or death resulting from:

- Intentionally self-inflicted injury or suicide
- Viral or bacterial infections, any form of illness or physical or mental infirmity, or medical or surgical treatment except surgical reattachment
- War, insurrection or voluntary participation in a riot
- Service in the armed forces of any country
- Air travel serving as a crew member, or in aircraft owned, leased or rented by your employer, or air travel where the aircraft is not licensed or the pilot is not certified to operate the aircraft

How to Make a Claim

- To claim benefits for yourself, ask your employer for a claim form. Complete it and return it to your employer.
- If you die accidentally, your employer will explain the claim requirements to your beneficiary.
- Claims should be submitted as soon as possible, but no later than 15 months after the loss.

SHORT TERM DISABILITY (STD) BENEFITS

If you are disabled due to illness or injury, the plan will provide you with a weekly income. Benefits begin after the waiting period is over, and continue until you are no longer disabled or the maximum benefit period has been reached, whichever is earlier. Check the **Benefit Summary** for the benefit amount, waiting period and maximum benefit period.

- To receive short term disability benefits your disability must prevent you from performing a substantial portion of the duties you regularly performed and you must be under the continuous personal care of a physician.
- If you have not seen a physician on or before the end of the waiting period, benefits will not start until after your first visit to the physician.
- A disability is considered a recurrence if it arises from the same disease or injury and starts before you have completed 2 weeks of continuous full-time work.

Limitations

Your Short Term Disability benefits will be reduced by any amounts payable under an Automobile Insurance Plan where permitted by law.

No benefits are paid for:

- Any period for which you do not participate or cooperate in a reasonable and customary treatment program

Depending on the severity of the condition, the plan may require you to be under the care of a specialist

If substance abuse contributes to your disability, the treatment program must include participation in a recognized substance withdrawal program

- Any period you are eligible for benefits under any Workers' Compensation Act or similar law
- Any period of employment
- Disability due to or associated with cosmetic treatment, any period of prison confinement, war, insurrection or voluntary participation in a riot
- The scheduled duration of a temporary lay-off unless you become disabled
 - before notice of lay-off is given, or
 - more than 2 months before the lay-off is scheduled to start, whether or not notice of lay-off has been given
- The scheduled duration of a leave of absence

How to Make a Claim

Obtain claim form M163 from your employer. Complete the employee portion of the form and have your doctor complete the portion titled "Attending Physician's Statement". Return the completed form to your employer as soon as possible, but no later than 3 months after the end of the waiting period.

HEALTHCARE

A deductible may be applied before you are reimbursed. All expenses will be reimbursed at the level shown in the **Benefit Summary**. Benefits may be subject to plan maximums and frequency limits. Check the **Benefit Summary** for this information.

The plan covers the following services and supplies if they are not covered under your provincial government plan and provincial law permits the plan to cover them. All covered services and supplies must represent reasonable treatment. Treatment is considered reasonable if it is accepted by the Canadian medical profession, it is proven to be effective and it is of a form, intensity, frequency and duration essential to diagnosis or management of the disease or injury.

Covered Expenses

- Ambulance transportation to the nearest centre where adequate treatment is available
- Private room and board in a hospital in Canada
For out-of-province accommodation, any difference between the hospital's standard ward rate and the government authorized allowance in your home province is covered.
Great-West Life also covers the hospital facility fee related to dental surgery and any out-of-province hospital out-patient charges not covered by the government health plan in your home province.
- Convalescent care for a condition that will significantly improve as a result of the care and follows a 3-day confinement for acute care
- The plan covers the government authorized co-payment for accommodation in a nursing home
- Services of a registered nurse, licensed practical nurse or registered nursing assistant who is not a member of your family, but only if the patient requires the specific skills of a trained nurse
You should apply for a pre-care assessment before home nursing begins

- Drugs and medicines which require the prescription of a physician or dentist and are dispensed by a licensed pharmacist, if you are not eligible to receive them under a provincial drug benefit plan, including:
 - Oral contraceptives
 - Injectable drugs including vitamins, insulins and allergy extracts. Syringes for self-administered injections are also covered
 - Disposable needles for use with non-disposable insulin injection devices, lancets and test strips
 - Extemporaneous preparations or compounds if one of the ingredients is a covered drug
 - Certain other drugs that do not require a prescription by law may be covered if they are listed in the current Compendium of Pharmaceuticals and Specialties, prescribed by your physician or dentist. If you have any questions, contact your plan administrator before incurring the expense.

Unless your doctor has prescribed a drug by its brand name and has specified in writing that the product is not to be interchanged, the plan will cover only the cost of the lowest priced equivalent generic drug.

- Rental or, at Great-West Life's discretion, purchase of certain medical supplies, appliances and prosthetic devices prescribed by a doctor
- Custom-made foot orthotics and custom fitted orthopedic shoes, including modifications to orthopedic footwear
- Hearing aids including batteries, tubing and ear molds provided at the time of purchase
- Diabetic supplies: Novolin-pens or similar insulin injection devices using a needle, blood-letting devices including platforms but not lancets. Lancets are covered under prescription drugs
- Blood-glucose monitoring machines

- Diagnostic xrays and lab tests
- Out-of-hospital treatment of muscle and bone disorders, including diagnostic xrays, by a licensed chiropractor
- Out-of-hospital treatment of movement disorders by a licensed physiotherapist
- Out-of-hospital treatment of foot disorders, including diagnostic xrays by a licensed podiatrist
- Out-of-hospital treatment by a registered psychologist or qualified social worker
- Out-of-hospital treatment of speech impairments by a qualified speech therapist
- Out-of-hospital services of a licensed osteopath, including diagnostic x-rays
- Out-of-hospital services of a qualified massage therapist

Visioncare

- Glasses and contact lenses required to correct vision when provided by a licensed ophthalmologist, optometrist or optician

Global Medical Assistance Program

This program provides medical assistance through a worldwide communications network which operates 24 hours a day. The network locates medical services and obtains Great-West Life's approval of covered services, when required as a result of a medical emergency arising while you or your dependent are travelling for vacation, business or education. Coverage for travel within Canada is limited to emergencies arising more than 500 kilometres from home. The following services are covered, subject to Great-West Life's prior approval:

- On-site hospital payment when required for admission

- If suitable local care is not available, medical evacuation to the nearest suitable hospital while travelling in Canada. If travel is outside Canada, transportation will be provided to a hospital in Canada or to the nearest hospital outside Canada equipped to provide treatment
- Transportation and lodging for one family member joining a patient hospitalized for more than 7 days while travelling alone. Benefits will be paid for a round trip economy class ticket and for moderate quality lodgings up to \$1,500
- If you or a dependent is hospitalized while travelling with a companion, extra costs for moderate quality lodgings when the return trip is delayed due to the medical condition of yourself or dependent up to \$1,500
- Benefits for lodging are limited to moderate quality accommodation for the area of hospitalization. Telephone expenses as well as taxicab and car rental charges are included. Meal expenses are not covered.
- If you or a dependent and a travelling companion miss prearranged, prepaid return transportation because of hospital confinement, the cost of comparable return transportation home for the patient and travelling companion is covered. Coverage is provided only when the return fare is not refundable. A rental vehicle is not considered prearranged, prepaid return transportation
- In the event of death, preparation and transportation of the deceased home
- Return transportation home for unaccompanied minor children and an escort when necessary if you or a dependent is hospitalized or dies
- Costs of returning your or your dependent's vehicle home or to the nearest rental agency because of being unable to drive due to sickness or injury up to \$1,000. Benefits will not be paid for vehicle return if transportation reimbursement benefits are paid for the cost of comparable return transportation home

Out-Of-Country Emergency Care

Medical expenses incurred outside your home province are covered when you or your dependent is outside Canada for vacation, business or education purposes and the expenses arise as a result of a medical emergency.

- The plan covers the following services and supplies related to the initial medical treatment:
 - treatment by a physician
 - diagnostic xray and laboratory services
 - hospital accommodation in a standard or semi-private ward or intensive care unit, if the confinement begins while you or your dependent is covered
 - medical supplies provided during a covered hospital confinement
 - paramedical services provided during a covered hospital confinement
 - hospital out-patient services and supplies
 - medical supplies provided out-of-hospital if they would have been covered in Canada
 - drugs
 - out-of-hospital services of a professional nurse
 - ambulance services by a licensed ambulance company to the nearest centre where essential treatment is available

If you are being treated outside Canada and your medical condition permits you to return to Canada, benefits will be limited to the amount payable under this plan for continued treatment outside Canada or the amount payable under this plan for comparable treatment in Canada, plus return transportation, whichever is less.

Limitations

No benefits are paid for:

- Expenses private insurers are not permitted to cover by law
 - Services and supplies the person is entitled to without charge by law or for which a charge is made only because the person has insurance coverage
 - Services and supplies that do not represent reasonable treatment
 - Services and supplies associated with:
 - treatment performed only for cosmetic purposes
 - recreation or sports rather than with other daily living activities
 - the diagnosis or treatment of infertility other than drugs
 - contraception, other than oral contraceptives
 - Services or supplies not listed as covered expenses
 - Extra medical supplies that are spares or alternates
 - Services or supplies received outside Canada except as listed under Out-of-Country Emergency Care and Global Medical Assistance
 - Services or supplies received out-of-province in Canada unless the person is covered by the government health plan in their home province and Great-West Life would have paid benefits for the same services or supplies if they had been received in the person's home province
- This limitation does not apply to Global Medical Assistance
- Expenses arising from war, insurrection, or voluntary participation in a riot

- Residences established primarily for senior citizens or which provide personal rather than medical care
- Chronic care

In addition under the prescription drug coverage, no benefits are paid for:

- Atomizers, appliances, prosthetic devices, colostomy supplies, first aid supplies, diagnostic supplies or testing equipment
- Non-disposable insulin delivery devices or spring loaded devices used to hold blood letting devices
- Delivery or extension devices for inhaled medications
- Oral vitamins, minerals, dietary supplements, homeopathic preparations, infant formulas or injectable total parenteral nutrition solutions
- Diaphragms, condoms, contraceptive jellies, foams, sponges, suppositories, contraceptive implants or appliances
- Any drug that does not have a drug identification number as defined by the Food and Drugs Act, Canada
- Proprietary or patent medicines registered under the Food and Drugs Act, Canada
- Any single purchase of drugs which would not reasonably be used within 34 days. In the case of certain maintenance drugs, a 100-day supply will be covered
- Drugs dispensed by a physician, surgeon, dentist or clinic or by a non-accredited hospital pharmacy
- Drugs dispensed during treatment as an in-patient or an out-patient in a hospital
- Preventative immunization vaccines and toxoids
- Non-injectable allergy extracts

- Drugs that are considered cosmetic, such as topical minoxidil or sunscreens
- Chiropractic or podiatric treatments for which a portion of the cost is payable under the Ontario Health Insurance Plan (OHIP). Benefits for these services are payable only after the maximum annual OHIP benefit has been paid

How to Make a Claim

- Out-of-province claims (other than those for Global Medical Assistance 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.

Obtain form **M635D** from your employer. Complete this form, making sure it shows all required information. Attach all original receipts and forward it to your local Great-West Life Benefit Payment Office (be sure to retain a copy for your own records.)

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.

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.

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.

- For all other claims, obtain form M635D (Healthcare) or form M1214D (Visioncare) from your employer. Complete this form making sure it shows all required information.

Attach your receipts to the claim form and return it to the Benefit Payment Office as soon as possible, but no later than 15 months after you incur the expense.

- **For drug claims**, your employer will provide you with a prescription drug identification card. Present your card when purchasing drugs at any of the participating pharmacies. Sign the prescription voucher (the pharmacy has this voucher) and pay the pharmacist the amount, if any, shown as the "deductible" on your card.

When purchasing drugs at a non-participating pharmacy, you will be required to pay the full price of the prescription. For reimbursement, ask your employer for a prescription drug claim form. Attach your drug receipts to the complete claim form and return it to your employer.

When your coverage ends, return your direct pay drug identification card to your employer.

DENTALCARE

A deductible may be applied before you are reimbursed. All expenses will be reimbursed at the level shown in the **Benefit Summary**. Benefits may be subject to plan maximums and frequency limits. Check the **Benefit Summary** for this information.

The plan covers reasonable and customary charges to the extent they do not exceed the dental fee guide level shown in the **Benefit Summary**.

Treatment Plan

- Before incurring any large dental expenses, ask your dentist to complete a treatment plan and submit it to Great-West Life. Great-West Life will calculate the benefits payable for the proposed treatment, so you will know approximately in advance the portion of the cost you will have to pay.

Basic Coverage

The following expenses will be covered:

- Diagnostic services including:
 - one complete oral examination every 36 months
 - limited oral examinations twice every 12 months, except that only one limited oral examination is covered in any 12-month period that a complete oral examination is also performed
 - limited periodontal examinations twice every 12 months
 - complete series of xrays every 36 months
 - intra-oral xrays to a maximum of 15 films every 36 months and a panoramic xray every 36 months. Services provided in the same 12 months as a complete series are not covered
- Preventive services including:
 - polishing and topical application of fluoride each twice every 12 months
 - scaling, limited to a maximum combined with periodontal root planing of 6 time units every 12 months

A time unit is considered to be a 15-minute interval or any portion of a 15-minute interval

 - pit and fissure sealants on bicuspid and permanent molars every 60 months
 - space maintainers including appliances for the control of harmful habits
 - finishing restorations
 - interproximal diskling
 - recontouring of teeth

- Minor restorative services including:
 - caries, trauma, and pain control
 - amalgam and tooth-coloured fillings. Replacement fillings are covered only if the existing filling is at least 2 years old or the existing filling was not covered under this plan
 - retentive pins and prefabricated posts for fillings
 - prefabricated crowns for primary teeth
- Endodontics. Root canal therapy for permanent teeth will be limited to one course of treatment per tooth. Repeat treatment is covered only if the original treatment fails after the first 18 months
- Periodontal services including:
 - root planing, limited to a maximum combined with preventive scaling of 6 time units every 12 months
 - occlusal adjustment and equilibration, limited to a combined maximum of 4 time units every 12 months

A time unit is considered to be a 15-minute interval or any portion of a 15-minute interval
- Denture maintenance, after the 3-month post-insertion care period, including:
 - denture relines for dentures at least 6 months old, once every 36 months
 - denture rebases for dentures at least 2 years old, once every 36 months
 - resilient liner in relined or rebased dentures, once every 36 months
- Oral surgery
- Adjunctive services

Accidental Dental Injury Coverage

- Treatment of injury to sound natural teeth. Treatment must start within 60 days after the accident unless delayed by a medical condition

A sound tooth is any tooth that did not require restorative treatment immediately before the accident. A natural tooth is any tooth that has not been artificially replaced

Limitations

No benefits are paid for:

- Duplicate xrays, custom fluoride appliances, any oral hygiene instruction and nutritional counselling
- The following endodontic services - root canal therapy for primary teeth, isolation of teeth, enlargement of pulp chambers and endosseous intra coronal implants
- The following periodontal services - desensitization, topical application of antimicrobial agents, subgingival periodontal irrigation, charges for post surgical treatment and periodontal re-evaluations
- The following oral surgery services - implantology, surgical movement of teeth, services performed to remodel or recontour oral tissues (other than minor alveoloplasty, gingivoplasty and stomatoplasty) and alveoplasty or gingivoplasty performed in conjunction with extractions
- Hypnosis or acupuncture
- Crowns, bridgework, dentures or repairs to bridgework or dentures
- Orthodontic coverage
- Accidental dental injury expenses for treatment performed more than 12 months after the accident, denture repair or replacement, or any orthodontic services
- Expenses private plans are not permitted to cover by law

- Services and supplies the person is entitled to without charge by law or for which a charge is made only because the person has insurance coverage
- Services or supplies that do not represent reasonable treatment
- Treatment performed for cosmetic purposes only
- Congenital defects or developmental malformations in people 19 years of age or over
- Temporomandibular joint disorders, vertical dimension correction or myofacial pain
- Expenses arising from war, insurrection, or voluntary participation in a riot

How to Make a Claim

Obtain form M445D from your employer. Have your dentist complete the form and return it to the benefit payments office as soon as possible, but no later than 15 months after the dental treatment.

COORDINATION OF BENEFITS

- Benefits for you or a dependent will be directly reduced by any amount payable under a government plan. If you or a dependent are entitled to benefits for the same expenses under another group plan or as both an employee and dependent under this plan or as a dependent of both parents under this plan, benefits will be co-ordinated so that the total benefits from all plans will not exceed expenses.
- You and your spouse should first submit your own claims through your own group plan. Claims for dependent children should be submitted to the plan of the parent who has the earlier birth date in the calendar year (the year of birth is not considered). If you are separated or divorced, the plan which will pay benefits for your children will be determined in the following order:
 1. the plan of the parent with custody of the child;
 2. the plan of the spouse of the parent with custody of the child;
 3. the plan of the parent without custody of the child;
 4. the plan of the spouse of the parent without custody of the child

You may submit a claim to the plan of the other spouse for any amount which is not paid by the first plan.