

COLLECTIVE AGREEMENT

BETWEEN

KS CENTOCO WHEEL CORPORATION

(519) 682-3000 ext 222

Human Resources

hereinafter referred to as the "Company"

and

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN

AND HELPERS LOCAL UNION NO. 880,

1-800-265-9539

(519) 682-3000 ext 262 Union

affiliated with the

International Brotherhood of Teamsters,

Chauffeurs, Warehousemen and

Helpers of America

hereinafter referred to as the "Union"

1183703

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ARTICLE 1 RECOGNITION

- 1.1 The Company recognizes the Union as the exclusive Bargaining Agent of all employees of KS Centoco Wheel Corporation at Tilbury, Ontario, save and except supervisors, employees above the rank of supervisor, office, clerical, technical, (as denned in Paragraph 4 of the Ontario Labour Relations Board certificate dated the 26th of October, 1984), and sales staff, employees regularly employed for not more than Monty-four (24) hours per week and students employed during the school vacation period.

ARTICLE 2 NO DISCRIMINATION

- 2.1 In accordance with the provisions of The Labour Relations Act and The Ontario Human Rights Code, the parties agree that there shall be no discrimination against any employee because of race, creed, colour, nationality, ancestry, age, sex, or place of origin.

ARTICLE 3 UNION SECURITY

NEW EMPLOYEES

- 3.1 New employees shall be deemed to be probationary for the first ninety (90) calendar days of employment and may be hired from any source that the Company desires. The Company may terminate a probationary employee for any reason it considers necessary, Including but not limited to Inadequate work performance, or failure to get along with fellow employees or supervisors.

However, in terminating a probationary employee the Company shall not discriminate based on the grounds outlined in the Ontario Human Right's Code. The parties agree that this constitutes a lesser standard within the meaning of the Ontario Labour Relations Act.



UNION MEMBERSHIP

- 3.2** All employees covered by the Agreement shall become and **remain** members of the Union as a condition of continued employment. New employees shall become and remain members of the Union upon completion of their probationary period. Any shift worked, requires payment of one month's dues.

NO DISCRIMINATION FOR UNION MEMBERSHIP, ETC.

- 3.3** No employee and no relative of any **employee** shall in any manner be discriminated against or coerced, restrained or **influenced** on account of membership or non-membership in the Union or in any other labour organization or by reason of any activity or lack of activity **in** the Union or **In** any other labour organizations.

PROHIBITION OF UNION ACTIVITIES

- 3.4** The Union **agrees** that none of its' **officers**, agents, representatives or **members** will engage in Union activities during working hours or on the premises of the Company except **as** expressly authorized by this Agreement.

CHECK-OFF

- 3.5** The Company shall deduct from the wages of all **employees** who have attained **seniority** the amount of the regular Union dues payable by each member of the Union and shall **remit** this amount to the person or persons designated by the Union in writing to receive such funds. The said designate (**s**) shall provide the Company with a **signed** receipt forthwith upon receipt of any such funds.

COMPANY NOT RESPONSIBLE

- 3.6** Any **errors**, omissions or misunderstanding concerning the collection of weekly dues by the Company will be adjusted by the Union and the

employees concerned without involving the Company. The Union shall indemnify and save harmless the Company, its agents and/or employees acting on behalf of the Company, from any and all claims, demands, actions or causes of action arising out of or in any way connected with the collection or attempted collection of such dues.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 The Union acknowledges that it is the exclusive function of the Company to operate and manage its plant and business in all respects in accordance with its commitments and responsibilities, to direct its work force and, without limiting the generality of the foregoing but subject to the express provisions of the Agreement which limit such function, to:

- a) Maintain order, discipline, efficiency and safety;
- b) Select, classify, transfer, assign to shifts, promote, demote, layoff, recall and retire employees;
- c) Suspend, discharge, demote and otherwise discipline probationary employees;
- d) Suspend, discharge, demote and otherwise discipline seniority employees for cause;
- e) Make, alter and enforce from time to time rules and regulations, policies and practices to be observed by employees.; (Such rules and regulations shall not be inconsistent with the provision of the Agreement, and any such changes will be discussed with the Union before publication);
- f) Schedule, assign and allocate work, and determine the methods, processes, and means of production;

- g) Establish, modify, combine, or abolish Job classifications and create, modify, eliminate or discontinue any job in whole or in part;
- h) Establish and administer tests, and require medical examinations for the purpose of assessing the Company in determining an employee's qualifications;
- i) Determine the location of operations, and their expansion or their curtailment, the numbers of shifts, job content, quality and quantity standards; determine the qualifications of an employee to perform any particular job; decide on the number of employees needed by the Company at any time, the number of hours to be worked, starting and quitting times, and when overtime shall be worked; the determination of financial policies, including general accounting procedures and customer relations.
- j) No management personnel of the Company will perform any bargaining unit work if the performance of such work causes the layoff of bargaining unit employees or stops the recall of a laid-off employee.

IDEM

- 4.2** Without restricting or limiting the generality of the provisions of the Article, the Company shall retain all management rights and functions not inconsistent with the express provisions of the Agreement including the right to perform work or contract out and shall retain all rights and functions not otherwise specifically covered in the Agreement.

ARTICLE 5 COMPLAINT/GRIEVANCE PROCEDURE

DECLARATION OF INTENT

5.1 It is the mutual desire of the Company and the Union to address all complaints and grievances arising out of the Collective Agreement as quickly as possible.

No Committee Person shall leave their work station to handle a complaint/grievance until they have first obtained permission from their supervisor. Such permission shall be granted as soon as possible, provided the vital work of the Company is not unduly affected. The Committee Person shall notify their supervisor upon returning to their work station. Any hourly employee involved in the Complaint/Grievance Procedure will also follow these reporting procedures. The Union Representative, as well as the hourly employee involved, must designate all time dedicated to the complaint/grievance as such, on their Daily Time Sheets.

EMPLOYEE COMPLAINT/GRIEVANCE PROCEDURE STEPS

5.2 An employee who has a question or complaint shall use the following procedure.

step one

Any employee who has a question or complaint shall discuss the matter with their supervisor within two (2) working days after the occurrence of the alleged violation of the Collective Agreement, and not thereafter. The supervisor shall give their oral answer as soon as practical, but no later than two (2) working days thereafter.

Step Two

At the end of the Step One Meeting at which the supervisor gives their oral answer, the employee and the supervisor will complete a "Step Two Meeting

Request" form identifying whether or not a Step Two Meeting is requested. The Human Resources Administrator will arrange a Step Two Meeting, if requested, to include the employee, the supervisor, a committee person, and the Human Resources Manager, or an alternate, as soon as practical, allowing time for the employee to meet with a union representative.

Step Three

Any employee having a complaint/grievance which has not been settled under Steps One and Two of the Complaint/Grievance Procedure, shall present a grievance in writing to the Human Resources Manager, or an alternate, within five (5) working days after the occurrence of the alleged violation of the Collective Agreement and not thereafter.

The grievance shall provide a clear description of the alleged violation of the Collective Agreement and the settlement requested. It must be signed by the employee and a Committee Person.

The Human Resources Manager, or an alternate, shall give a written answer to the Union within five (5) working days of receipt of the written grievance.

Until Steps One, Two and Three of the Complaint/Grievance Procedure, as outlined above are followed in sequence, a grievance will not be accepted by the Company.

Step Four

Failing an answer or a satisfactory settlement, the Human Resources Manager, or an alternate, the Union Business Representative and a Committee Person shall meet and discuss the grievance in an attempt to resolve it. This meeting will be held within five (5) working days of the Chief Steward's or an alternate's receipt of the written reply in Step Three, but no later

than fifteen (15) working days after the occurrence of the alleged violation of the Collective Agreement.

Every attempt will be made to resolve the grievance at the Step Four meeting, however, if that is not possible, the Company will provide a written answer within three (3) working days following the date of the Step Four meeting.

Prior to proceeding to arbitration, any grievance may be submitted to the Ontario Joint Grievance Panel, by mutual consent of both parties. The Grievance Panel shall be composed of two (2) persons, one (1) of whom shall be a Manager selected by the Company, and one (1) Teamster Union Official who shall be selected by the local Union concerned. It is understood that the Company will not select a Manager from the area in which the grievance originated, nor will the Union select an Official from the Local Union that is signatory to this Agreement.

A Decision of the Joint Grievance Panel on the disposition of a grievance shall be deemed to be the settlement of the grievance and binding on the employee, the Union, and the Company. Settlements reached by the Joint Grievance Panel shall not be used as precedents. In the event the Grievance Panel is deadlocked and unable to render a decision, either party may refer the grievance to arbitration in accordance with this Article.

Each of the parties hereto, will bear the expense of their appointee to the Grievance Panel.

The Grievance Panel shall not have the right to alter or change any provisions in this Agreement or substitute any new provisions in this Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. The Grievance Panel, however, shall have the power to vary or set aside any penalty or discipline imposed related to the grievance then before the Grievance Panel.

DISCHARGE CASES

5.3 (a) Time for Grievance: Notwithstanding the provisions of the preceding section of this Article, any grievance which alleges the improper suspension or discharge of an employee who has attained seniority shall be commenced within three (3) working days after the employee is notified of suspension or discharge and not thereafter, and shall commence with Step 4 of the Complaint/Grievance Procedure.

The discharge of an employee who has not attained seniority shall not be the subject matter of any grievance or arbitration under this Agreement.

(b) Discharge - Probationary Employee: The discharge of an employee who has not completed the probationary period, hereinafter referred to as a "probationary employee" shall be at the sole discretion of the Company, however, in discharging a probationary employee, the Company will not discriminate based on the grounds outlined in the Ontario Human Rights Code. An Arbitrator's jurisdiction with respect to a discharge involving a probationary employee will be limited to determining whether the discharge was discriminatory. The parties have agreed that this is a lesser standard as prescribed by the Ontario Labour Relations Act.

(c) Discharge - Seniority Employee: The discharge of an employee who has completed the probationary period, hereinafter referred to as a "seniority employee" shall be for just cause.

"Just cause" for discharge shall be deemed to include, but shall not be limited to the following:

- (i) Failure to follow Company's established policies, practices or procedures.
- (ii) Insubordination or conduct which is abusive to supervision or management.

- (tit) Dishonesty.
- (iv) **Falsifying** or withholding information on Human Resources questionnaires, Human Resources records, employment application, production or work performance reports, time cards, or any other records or reports.
- (v) Swiping or punching another employee's time or swipe card: defacing or removing time cards from Company Property; defacing swipe cards; failure by an employee to **swipe** or in the event that their swipe card does not work, punch their card in or out; performance of work below required standards; failure to perform assigned duties; unreasonably refusing to work overtime; negligence in the performance of duties likely to cause or **actually** causing **personal** injury or property damage; fighting or attempting injury to another; stealing, destroying or **willfully** damaging the property of another employee or the Company or anyone else; the possession, use or being under the **influence** of drugs or alcoholic beverages during working hours; carrying or possessing firearms or weapons on Company property; excessive tardiness or absenteeism: unsatisfactorily explained absences; unauthorized absence for more than three (3) days without notice to the Company; violation of this Agreement; or failure to comply with Company rules, including safety rules.
- (d) If an employee is unable to report to work due to non-work-related medical reasons, such employee shall **notify** the Company on a daily **basis**.

If the absence is going to be for more than two (2) days, the employee will be allowed five (5) days, from and including the 3rd day of absence, to provide documentation from a Doctor. If the employee returns to work within those five days, the Doctor's note must be presented prior to their first shift back to work.

Doctors notes for absences under the above section must be on Doctor's letterhead, and must identify the dates the employee is unable to work due to medical reasons, and must confirm the date they are capable of returning to regular duties. Upon such documentation being presented to the employer there need be no further communication until the day before the "return to regular duties date" specified in the original Doctor's note, unless the absence is indefinite or for an extended time.

If the original Doctor's note is for an indefinite or extended time, the employee must communicate their status to Human Resources, by phone, on a two week basis. Further Doctors notes will be required on a monthly basis. A final Doctor's note must be submitted to Human Resources stating a "return to regular duties date".

If a "return to regular duties date" was not specified in any prior Doctor's note, a Doctor's note stating a "return to regular duties date" must be provided to Human Resources by the employee before they return to work.

A Doctor's note must be provided to Human Resources authorizing further absence from work if a return to work date is extended. This note must be submitted within two (2) days of the previous return to work date.

The employee must confirm their intent to return to work, to Human Resources, no later than the day prior to the date they plan to return. At that

point, the employee will be advised what shift they are to return to.

in order to return to work at an earlier date than previously provided by the Doctor, a new Doctor's note stating a revised "return to regular duties date" must be submitted to Human Resources.

- (e) Company to **Furnish** Reasons: in the event of discharge for just cause, the Company shall, upon the written request of the employee affected, or Union, furnish written reason or reasons for discharge. Whether expressly stated or not, such reasons shall be deemed to include the employee's employment and discipline records.
- (f) In the event an employee has required no formal counseling or disciplinary action for the same or similar offense for a period of twenty-four (24) months from the last warning, or any shorter period agreed to by both parties on an individual basis, their record for that offense will be cleared.

UNION POLICY GRIEVANCES

- 5.4 Any policy grievances by the Union shall be presented by the Union Business Representative, or an alternate, in writing to the Human Resources Manager, or an alternate, within five (5) working days after the occurrence of the circumstances giving rise to the grievance and not thereafter. No matter concerning which an individual or employee may grieve shall be the subject matter of a policy grievance by the Union. The Human Resources Manager, or an alternate shall provide a final written answer within five (5) working days after receipt of the grievance and not thereafter.

COMPANY COMPLAINTS AND GRIEVANCES

- 5.5 A Company grievance concerning the conduct of the Membership, or any other Union official involved in the

application and administration of this Collective Agreement, or any other Company grievance, shall be presented in writing to a Committee Person within five (5) working days after the occurrence of the circumstances giving rise to the grievance and not thereafter. The Union Business Representative shall provide a final written answer to the Human Resources Manager, or an alternate within five (5) working days after receipt of the grievance and not thereafter.

MANDATORY TIME LIMITS

5.6 Any grievance not presented within the time limit specified in any section of the Complaint/Grievance Procedure shall be considered to have been irrevocably abandoned. If no answer has been given to a grievance within the time limits specified in the Complaint/Grievance Procedure, the Grievance may be submitted immediately to the next step of the Complaint/Grievance Procedure, or in the case of Step Four, to Arbitration pursuant to Article 6 hereof, or thereafter abandoned.

Any of the time limits specified in this Complaint/Grievance Procedure may be extended by agreement between the Company and the Union.

IDEM

5.7 The Company shall not be subject to any financial liability for any period more than up to thirty (30) working days maximum prior to the date a grievance was filed in writing, with the exception of a grievance dealing with health and welfare benefits and/or pension benefits if applicable. The 30-day limit then begins in these instances after the occurrence of the circumstances becomes known to the grievor.

SETTLEMENTS

5.8 Any settlement arrived at between the Company and the Union concerning any grievance shall be final and binding upon the Company, the Union, and the

employees covered by this Agreement who are affected by the settlement.

- 5.9** All monetary grievances, equivalent to eight (8) hours or greater, will be paid by separate cheque, no later than the pay period following the pay period in which the grievance was settled.

REPRESENTATION

- 5.10** Any employee covered by this Agreement when called for any discussion which may result in formal disciplinary action or a grievance shall, upon request, be accompanied by a Committee Person or a Business Representative.

Any employee when asked to sign a WSIB document, or when having a formal meeting with management concerning a WSIB claim, shall, upon request, be accompanied by a Committee Person or a Business Representative.

ARTICLE 6 ARBITRATION

SUBMISSION TO ARBITRATION

- 6.1** It is agreed that any grievance which has been properly processed through all the applicable steps of the Complaint/Grievance Procedure set forth in this Agreement and which has not been settled or abandoned may be referred to arbitration if either of the parties to this Agreement presents a written notice of submission to arbitration to the other party within ten (10) working days after receipt of the final written answer to the grievance.

FAILURE TO AGREE UPON ARBITRATOR

- 6.2** If the parties have failed to agree upon an arbitrator within five (5) working days from the date on which written notice of submission to arbitration was presented, either party may request the Ontario

Minister of Labour to appoint an arbitrator, provided that any such request shall be made within ten (10) working days from the date on which written notice of submission to arbitration was presented or within such further period that may be agreed upon in writing by the Company and the Union.

RESTRICTIONS ON POWERS OF ARBITRATOR

- 6.3** The arbitrator shall ~~confine~~ decision to the grievance. The arbitrator shall not have ~~any~~ power or authority to ~~alter~~, add to, ~~subtract~~ from, ~~modify~~, or ~~otherwise~~ change any of ~~the~~ provisions of ~~this~~ Agreement, or to substitute any new provision for any existing provision or to ~~make~~ any decision ~~inconsistent~~ with the provisions of this Agreement. The arbitrator shall ~~hav~~ the power to set aside or vary any penalty or ~~discipline~~ improperly ~~imposed~~ and relating to the ~~grievance~~ then before the arbitrator.

MANDATORY TIME LIMITS

- 6.4** Any grievance not ~~referred~~ to arbitration within the time limit ~~specified~~ in this Article shall be deemed to have been irrevocably abandoned. All time limits in this ~~Article~~ shall ~~be~~ construed to be mandatory and not directory.

DECISION OF ARBITRATOR

- 6.5** The arbitrator shall hear and determine the grievance and ~~shall~~ issue a ~~decision and~~ the decision shall be final and binding upon the ~~parties~~ and upon any employee ~~affected~~ by it.

REMUNERATION OF ARBITRATOR

- 6.6** Each of the ~~parties~~ shall pay one-half of the ~~remuneration~~ and expenses of the arbitrator. Any witnesses called by the parties will be ~~at~~ their individual expense.

SECTION 45, APPOINTMENT OF ARBITRATOR

- 6.7 Notwithstanding the Arbitration Provisions in the Collective Agreement, the Union and Company may mutually agree that any grievance referred to Arbitration under the Arbitration Provisions of the Collective Agreement, may be arbitrated under Section 45 of the Labour Relations Act (Ontario).

ARTICLE 7 NO STRIKES, NO LOCKOUTS

NO STRIKES

- 7.1 So long as this Agreement continues to operate, the Union shall not cause, authorize or sanction, or threaten to call, authorize or sanction, any picketing or strike activity, including any sit-down, stay-in, slowdown, curtailment of work, or restriction of or interference with production of the Company, nor shall the Union permit any employee in the bargaining unit to cause, counsel, procure, support, encourage, or take part in any such activity. The Union further agrees that it shall not involve any employee of the Company, or the Company itself in any dispute which may arise between any other company and the employees of such other company.

NO LOCKOUTS

- 7.2 The Company agrees that there shall be no lockouts so long as this Agreement continues to operate.

COMPANY'S OTHER PLANTS

- 7.3 The Union agrees that it will not involve any other plant or installation of the Company, its' affiliate or subsidiaries, in any labour dispute it may have at the premises of the Company covered by this Agreement.

ARTICLE 8 SHOP COMMITTEE

COMPOSITION AND APPOINTMENT

- 8.1** The Company acknowledges the right of the Union to appoint or otherwise select from the plant union membership a Shop Committee composed of not more than four (4) members, each of whom shall have at least six (6) months seniority (the "Committee Person"), and one of whom will be designated as Chief Steward. The Company agrees to retain the Chief Steward on steady days during the Chief Steward's term. In the event that there is a substantial increase in the number of employees, and/or a substantial change in the operation, the Company and the Union agree to discuss whether or not there is an appropriate number of Committee Persons.

NAMES OF MEMBERS

- 8.2** The Union shall supply the Company with the names of the Committee Persons, alternate Committee Persons and all other Union officials and shall keep such list up to date, and the Company will not be required to recognize the Committee Persons, alternate Committee Persons and other Union officials, until such written notification from the Union has been received.

SHOP COMMITTEE BUSINESS

- 8.3** (a) Wherever possible, grievances shall be processed during the normal working hours of a Committee Person. A Committee Person shall receive their regular straight time rate of pay when grievances or pending grievances are processed with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company.

- (b) If the Company representative is unable to meet a Committee Person during a Committee Person's normal working hours, the Committer Person shall be paid at their regular straight time rate of pay for all time spent during the processing of the grievance with the Company on the Company property or at any other place which is mutually agreed upon by both the Union and the Company. This time spent outside the Committee Person's normal working hours will not accumulate for the purpose of overtime pay.
- (c) The Union acknowledges that the Chief Steward has regular duties to perform on behalf of the Employer. The Chief Steward shall, with the consent of the Chief Steward's supervisor, be permitted to leave their regular duties for a reasonable length of time without loss of pay, to function within the plant as a Chief Steward as provided in this Collective Agreement for the prompt handling of necessary Union business with the Employer. Such consent from the supervisor shall not be unreasonably withheld. The Union and the Chief Steward agree not to abuse this provision. When returning to regular duties, the Chief Steward shall first report back to their supervisor. The Chief Steward will be allowed the first half-hour of their daily shift, and the last hour of their daily shift to attend to Union Business.
- (d) The Company will pay the Chief Steward, plus an additional investigating steward, if applicable, plus the Grievor, if applicable, for time lost from regular duties to attend grievance meetings. The Company will pay the elected union committee one (1) hour per month to meet and discuss union business.

COMMITTEE PERSON'S SENIORITY

- 8.4** For the purpose of lay-off within their department, the Committee Person shall be established on the seniority list as the first person.

HUMAN RESOURCES RECORDS

- 8.5** For the purpose of processing specific grievances or disputes, the Union Business Representative or Committee Person shall have copies of relevant time cards and Human Resources disciplinary records of the person filing the grievance, made available to them whenever possible within one (1) working day of the request to the Human Resources Manager, or representative.

NOTICE

- 8.6** The Union acknowledges that Committee Persons will not leave their regular duties without first obtaining permission from their supervisor. Such permission shall be granted as soon as possible, provided that vital work of the Company is not unduly affected. The Committee Person shall notify their supervisor upon returning to their work station. Any hourly worker involved in the grievance procedure will also follow these reporting procedures. The union representative, as well as the hourly employee involved, must designate all time dedicated to the grievance procedure, as such, on their Daily Time Sheet.

ARTICLE 9 HOURS OF WORK

INTENTION OF PARTIES

- 9.1** The provisions of this Article are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

REGULAR WORK WEEK

- 9.2** The regular work week for each shift shall consist of ~~five~~ (5) ~~eight~~ (8) hour days (Monday through Friday inclusive) which shall not include any meal period. The first regular Monday shift of the work week may commence on Sunday evening.

LUNCH PERIOD

- 9.3** There shall be one (1) daily unpaid lunch period of one-half hour on each shift.

REST PERIODS

- 9.4** (a) The Company shall allow a rest period of ten (10) ~~minutes~~ for each half shift. Employees shall be allowed a ~~five~~ (5) minute wash up period at the end of the shift.
- (b) Employees scheduled to work at least two (2) hours of overtime at the end of their regular shift will receive a paid ten (10) minute break prior to commencing such overtime work.

ARTICLE 10 OVERTIME

OVERTIME

- 10.1** The Company shall have the right to schedule and require employees to work overtime as it may consider necessary or desirable. The Company shall use its best effort to give notice of Saturday/Sunday/Holiday overtime by 3:00 p.m. on the preceding Wednesday, except in the case of an emergency or circumstances beyond the control of the Company.

If such overtime is not deemed to be an emergency and has not been posted by 3:00 p.m. Wednesday, such overtime shall be on a voluntary basis.

OVERTIME PAY

10.2 Time and one half shall be paid as follows:

- (a) Hours worked in excess of eight (8) hours in a normal work day.
- (b) Hours worked on Saturday and all paid holidays as listed within section 13.1.

Doubletime shall be paid as follows:

- (a) All hours worked on Sunday.
- (b) Hours worked by Lead Hands and Material Handlers during Sunday start-up (prior to regular shift).

UNION'S CONSENT

10.3 The Union, as the bargaining agent for each employee, hereby consents, in accordance with Section 20 (3) of The Employment Standards Act, to hours in excess of eight (8) in the day and in excess of forty-eight (48) in the week.

Employees performing direct labour work will have the right to refuse overtime in excess of eight (8) hours in a day. However, this clause will not apply in the event of an emergency (production or otherwise).

DISTRIBUTION OF OVERTIME OVERTIME POSTING

10.4 A sign up sheet will be posted in each department by the beginning of each Monday shift for voluntary overtime (Monday through Friday). In cases where Monday is a holiday, the sheet will be posted on the next working day.

When the Company requires overtime work on a Saturday/Sunday/Holiday, the Company will post a sign-up sheet in accordance with Section 10.1. The sign-up sheet will be posted in each affected department for twenty-four (24) hours commencing by 3:00 p.m. on Wednesday.

OVERTIME DISTRIBUTION

Qualified employees in the affected department, classification and shift, who wish to work voluntary overtime, must submit a sign-up sheet if they wish to work overtime. To be eligible to work overtime, it is the responsibility of the employee to submit the sign-up sheet with name and clock number, and indicate the number of hours to be worked through Friday night. For Saturday overtime, it is the employee's responsibility to complete the sign-up sheet within four (4) hours of the close of the shift to qualify for that day's overtime.

Qualified employees within the affected department, classification and shift will be selected to work overtime work based on seniority, skill and ability to perform the job. If further employees are required, lead hands and material handlers within the department & shift will be selected on the sign-up sheet based on seniority, skill & ability. If the Company falls to select the seniority employer, the Company will pay on a one to one basis.

Employees who do not complete the sign-up sheet for Monday through Friday overtime may be selected to work at the Company's discretion.

If additional employees are required for day/night or emergency overtime in excess of eight hours in a day, the Company will assign employees to work overtime. Employees will be assigned to work overtime in order of reverse seniority on skill and ability, depending on the affected shift.

The Union recognizes that overtime worked on regular business days (Monday through Friday) does not exempt an employee from mandatory scheduled overtime on Saturday.

In the case of lateness or unauthorized absenteeism, the overtime rate will not be paid until the regular eight (8) work day hours are completed.

REPORTING ALLOWANCE

- 10.5** In the event an employee reports for work on their regular shift, without having been previously notified not to report, the employee shall be given at least four (4) hours work at their regular rate of pay, or if no work is available, the employee will be paid the equivalent of four (4) hours at their regular rate of pay in lieu of work, or if it be an overtime day, the employee shall be paid the applicable overtime rate for the four (4) hours. Notwithstanding the aforesaid, an employee shall not be entitled to receive or be paid any amount in lieu of work, if the Company's failure to give such employee previous notice not to report is due to an act of God or other circumstances beyond the control of the Company, or if the employee has not kept the Company informed of their current address and telephone number.

ARTICLE 11 WAGES, OTHER BENEFITS

WAGE RATES

- 11.1** The Company agrees to pay the wage rates for each classification group set forth in Schedule "A" hereto, so long as this Agreement continues to operate. It is agreed that the said Schedule shall constitute a part of the Agreement.

PAY PERIOD

- 11.2** The Company shall pay employees for work performed in each week before the end of the employee's regular shift in the following week as follows:
- (a) the day shift each Friday afternoon;
 - (b) the afternoon shift each Thursday evening; and
 - (c) the night shift each Friday morning.

ARTICLE 12 VACATIONS

12.1 Vacation Entitlement

Length of Continuous Service as of June 1st	Vacation Period	Percentage of Gross Wages from June 1st to May 31st
Zero (0) to six (6) months	None	4%
Greater than six (6) months but less than one (1) year	One (1) week	4%
One (1) year but less than five (5) years	Two (2) weeks	4%
Five (5) years but less than ten (10) years	Three (3) weeks	6%
Ten (10) years or greater	Four (4) weeks	8%

VACATION NOT CUMULATIVE

12.2 Vacations shall not be accumulated from one (1) calendar year to the next calendar year or to any subsequent calendar year.

VACATION SCHEDULING

- 12.3 (a) Vacation may be scheduled at any time during the calendar year subject to the approval of the Company.
- (b) The Company may shut down the plant or any part thereof for vacation purposes. The starting date and the length of the vacation shutdown will be posted as soon as possible in advance of the shutdown, but in any event no later than June 1st of each year. Eligible employees will be required

to take up to two (2) weeks vacation during the shutdown period unless otherwise agreed to by the Company.

- (c) Requests for vacation to be taken prior to May 31st of each year, shall be submitted to Human Resources prior to May 15th, and will be approved at the Company's discretion in order of submission rather than on a seniority basis.
- (d) Requests for vacation to be taken after May 31st of each year shall be submitted to Human Resources from May 1st through May 15th of each year. This vacation shall be granted at the Company's discretion for the times requested, on the basis of seniority by classification consistent with the Company's requirements, and the Company will post a vacation schedule by June 1st each year.

Employees with more than two weeks entitlement, wanting to book week(s) immediately preceding or following the vacation shutdown should indicate this on a vacation request form. Once the shutdown dates are known, the appropriate dates will be inserted on the applicable requests and denied or approved on the basis of seniority by classification consistent with the Company's requirements.

- (e) Requests for vacation submitted to Human Resources after May 15th of each year will be approved at the Company's discretion in order of submission rather than on a seniority basis.
- (f) Any vacation time which has not been scheduled by September 1st of any year will be scheduled at the Company's discretion.
- (g) Requests for vacation will be date stamped the date they are received by Human Resources.
- (h) if an employee has scheduled a vacation to be taken during an approved period (minimum one week), they may submit a request form to receive

earned vacation pay for 40 hours at regular rate. The request form must be obtained from payroll, completed, and returned to payroll at least two weeks prior to the date the cheque is required. The balance of any vacation monies owing the employee will be paid, by a second and final vacation pay cheque, at the yearly vacation pay date.

VACATIONS

- 12.4 It shall be compulsory for all employees to take their vacations during the vacation year in which they qualify for such vacations.

SATURDAY OVERTIME PRIOR TO SCHEDULED VACATION

- 12.5 Saturday overtime immediately preceding an employee's approved one week vacation period shall be voluntary.

ARTICLE 13 PAID HOLIDAYS

PAID HOLIDAYS

- 13.1 (a) Each eligible employee who has completed their probationary period shall be paid eight (8) hours pay at their regular hourly rate for each of the following holidays per 13.1 (d) during each year of the term of this Agreement. If an eligible employee is absent on one (1) of the Christmas Holiday period qualifying days, that employee will only receive four (4) days of Holiday pay.
- (b) In order to qualify for such payment, the employee must qualify under the public holidays provisions of the Employment Standards Act, (Ontario), and without limiting the generality of the foregoing, the employee must:
- (9) have been employed for at least ninety (90) calendar days:

- (ii) have earned wages on at least nine (9) days during the four (4) weeks immediately preceding the holiday;
 - (iii) have worked on the scheduled full work day immediately preceding such holiday and the scheduled full work day immediately following such holiday unless indefinitely laid off on the day following such holiday; and
 - (iv) have worked during the Holiday if scheduled, unless prevented from working by reasonable cause.
- (c) **Circumstances** which will allow an employee to qualify for holiday pay when provisions outlined in 13.1 (b) (iii) have not been met, are as follows:

The employee will provide a Doctor's note dated the last scheduled full work day immediately preceding the holiday, or the scheduled full work day immediately following such holiday.

If the employee is absent due to illness for more than one day immediately preceding and/or following the holiday, a Doctor's note dated any of those days absent, specifying the full period absent, will be accepted.

The above Doctor's note must be submitted within three (3) working days of their return to work.

Circumstances beyond the control of the employee, i.e. acts of God, will not result in a loss of holiday pay. To qualify, the employee must present clear documented proof within three (3) working days of their return to work.

(d) Holiday Schedule:

	2003	2004
Good Friday	Friday April 18	Friday April 9
Victoria Day	Monday May 19	Monday May 24
Canada Day	Monday June 30	Friday July 2
Civic Day	Monday August 4	Monday August 2
Labour Day	Monday September 1	Monday September 6
Thanksgiving Day	Monday October 13	Monday October 11
Floating Holiday		Wednesday December 22
Floating Holiday	Tuesday December 23	Thursday December 23
Christmas Eve	Wednesday December 24	Friday December 24
Christmas Day	Thursday December 25	Monday December 27
Boxing Day	Friday December 26	Tuesday December 28
Floating Holiday	Monday December 29	Wednesday December 29
Floating Holiday	Tuesday December 30	Thursday December 30
New Years Eve	Wednesday December 31	Friday December 31
New Years Day	Thursday January 1	Monday January 3
Floating Holiday	Friday January 2	

	2005	2006
Good Friday	Friday April 25	Friday April 14
victoria Day	Monday May 23	Monday May 26
Canada Day	Friday July 1	Friday June 30
Civic Day	Monday August 1	Monday August 7
Labour Day	Monday September 5	Monday September 4
Thanksgiving Day	Monday October 10	
Floating Holiday		
Floating Holiday	Wednesday December 21	
Christmas Eve	Thursday December 22	
Christmas Day	Friday December 23	
Boxing Day	Monday December 26	
Floating Holiday	Tuesday December 27	
Floating Holiday	Wednesday December 28	
New Years Eve	Thursday December 29	
New Years Day	Friday December 30	
Floating Holiday	Monday January 2	

HOLIDAYS DURING VACATION PERIOD

13.2 If any of the Holidays fall within the vacation period of the employee, such employee shall receive eight (8) hours pay at their regular hourly rate, or another day off at a time mutually agreed upon between the Company and the employee.

BEREAVEMENT PAY

- 13.3** (a) In case of death in the employee's Immediate Family an employee shall be granted a paid leave of absence at their straight time hourly rate for a period not to exceed three (3) regular working days. For the purposes of bereavement "Immediate Family" shall mean the employee's spouse, children, father, mother, brother, sister, stepparents, grandparents, grandchildren, children of current spouse and parents of current spouse, son-in-law and daughter-in-law.
- (b) The three (3) day bereavement period may include the first scheduled work day following the funeral.
- (c) All days referred to in the above bereavement period shall apply only to scheduled working days for which the employee was scheduled to work. The employee will be paid at straight time rate regardless of whether any of the scheduled working days fall on a Saturday or Sunday or holiday.
- (d) A paid one (1) day bereavement period shall apply for the employee's current sister-in-law and brother-in-law.
- (e) Employees shall be eligible for bereavement leave and pay during periods of vacation and holidays provided all other requirements of this clause are met. This extended leave shall be taken immediately following such vacation or holiday period.
- (f) In order to qualify for bereavement pay proof of death is required.

JURY/CROWN WITNESS DUTY

- 13.4** The Company shall pay an employee on jury/crown witness duty the difference between the amount the employee is paid for jury/crown witness duty and their earnings for a regular straight time eight (8) hour day for each day actually spent on jury/crown witness duty, providing the employee would have been employed during that period. If, when an employee reports with the jury panel, the employee is not selected for jury duty that day, the employee shall return to work as promptly as possible and only that portion of the day shall be supplemented by the Company.

ARTICLE 14 SENIORITY

CLASSIFICATION GROUPS

- 14.1** The following classification groups are created for the purposes of this Agreement:

Classification Group A

Labourer - Insert Department

Classification Group B

Labourer - Injection Moulding Department

Classification Group C

Labourer - Finishing Department

Classification Group D

Maintenance - Janitors

Classification Group E

Shipper/Receivers - Truck Drivers - Material Handlers

Classification Group F

Paint Technicians

Classification Group G

Lead Hands

Classification Group H

Labourer - RIM Department

Nothing In this Agreement shall be construed to prevent the Company from assigning any employee to perform work or do a job which involves the operation of any machine or group of machines in the performance of such work or job assigned. For the purposes of overtime distribution Classification Groups E, F & G will be assigned to a specific department.

PROBATIONARY EMPLOYEES

14.2 Each employee shall be considered to be a probationary employee for their first ninety (90) calendar days and shall have no seniority rights during that period. The employment of any probationary employee may be terminated by the Company at any time during the probationary period for any reason it considers necessary, including but not limited to inadequate work performance, or failure to get along with fellow employees or supervisors.

However, In terminating a probationary employee the Company shall not discriminate based on the grounds outlined in the Ontario Human Right's Code. The parties agree that this constitutes a lesser standard within the meaning of the Ontario Labour Relations Act.

COMMENCEMENT OF SENIORITY

- 14.3** (a) Employees' names shall appear on the Seniority list in the order of their respective date of hire.
- (b) Seniority lists, the accuracy of which shall have been accepted on behalf of the Union, shall be revised not less than once every three (3) months and a copy supplied to the Union and a copy posted on the plant Bulletin Board. A Committee Person shall have access to the current seniority list.
- (c) In the case of equality in seniority ranking, seniority shall be determined by alphabetical order of the employee's last names and will be effective only from April 1st, 1988, on.

LAYOFF, RECALL

14.4 In each case of the layoff of an employee and the recall of an employee after layoff, the following provisions shall apply:

- (a) In all cases, probationary employees within the affected shift will be laid off first as required, beginning with the affected classification. Probationary employees will be replaced with a senior employee from the affected classification on the same shift, provided the senior employee has the skill and ability to perform the required duties;
- (b) In the case of a temporary layoff not exceeding two (2) consecutive regular working days, the Company may layoff any employee without regard to seniority unless the affected employee has been temporarily laid off for a total of four (4) days within the current contractual year. If an employee has been laid off for a total of four (4) days within the current contractual year, that employee may exercise their seniority to displace the most junior employee within the affected shift, provided the employee has the skill & ability to perform the required duties;
- (c) If the layoff is for a period longer than two (2) consecutive regular working days but not exceeding five (5) working days, the layoff shall then take place according to either seniority within each classification group defined in Section 14.1 hereof or according to plant wide seniority, at the Company's option;
- (d) If the layoff is for a period longer than five (5) consecutive regular working days the layoff shall take place according to plant wide seniority; and
- (e) If the Company elects to have the layoff take place according to seniority within each classification group in the circumstances described in subsection (c) of the Section 14.4 then any employee laid off for a period longer than five (5)

full working days shall be eligible to be recalled on the basis of plant wide seniority provided that the Company shall not be obligated:

- (i) to call back more than three (3) such employees in any seven (7) day period so long as each such eligible employee with sufficient plant wide seniority to be called back is called back within thirty (30) days after the date they were laid off; or
- (ii) to retain any such recalled employee described in subsection (i) of this subsection 14.4 (d) who does not acquire the skill and ability to perform the work assigned to them within two (2) working days after being recalled; and
- (iii) each such recalled employee shall be returned to the classification group in which they were employed at the time of their layoff when work in that classification group becomes available.

ACCUMULATION OF SENIORITY

- 14.5** An employee shall accumulate seniority while they are employed by the Company after completion of their probationary period. The employee's seniority date is the employee's date of hire.

TERMINATION OF SENIORITY

- 14.6** The seniority rights of an employee shall cease and their employment shall be terminated for any of the following reasons:
- (a) If the employee quits their employment with the Company;
 - (b) If the employee retires;
 - (c) If the employee is discharged and not reinstated through the grievance or arbitration procedures set forth in this Agreement;

- (d) If the employee is absent for three (3) consecutive working days without providing an acceptable reason, or without notifying the Company and without furnishing an acceptable reason for the failure to notify the Company:
- (e) If the employer fails to return to work after layoff within three (3) working days after issuance of notice of recall by the Company by personal contact or by letter delivered to the employee's last known address on the records of the Company, or within five (5) working days after issuance of notice of recall by the Company by letter sent by registered mail to the employee's last known address shown on the records of the Company:
- (f) if the employee fails to report for work on the next day after the expiry of a leave of absence, vacation or suspension, unless they provide an acceptable reason;
- (g) If the employee accepts other employment while on leave of absence, unless written approval is granted by the Company:
- (h) if an employee provides to any competitor or to any other corporation or person any confidential information concerning the operations of the Company or its products or developments:
- (i) If the employee is laid off for a period of thirty (30) months;
- (j) In the case of an employee having less than two (2) year's seniority, if the employee is absent from work because of sickness, injury or accident for a period of twenty-four (24) months; or
- (k) In the case of an employee having more than two (2) year's seniority, if the employee is absent from work because of sickness, injury or accident for a period of thirty (30) months.

EMPLOYEES ATTAINING SIXTY-FIVE YEARS

14.7 Employees shall be retired when they reach the age at which they are eligible for full Canada Pension Plan benefits.

JOB POSTING

- 14.8** (a) Whenever new jobs or vacancies occur in any classification, other than new jobs or vacancies of a temporary nature, notice of such vacancies or new jobs will be posted on the plant Bulletin Board with a description of the duties, the shifts, rates of pay and qualifications, for a period of three (3) working days. Any employee wishing to apply for any such position shall do so within the said three (3) working days on forms supplied by the Company.
- (b) The Chief Steward or designate shall be allowed to apply for a job posting on behalf of employees who are away sick, on vacation or on a leave of absence. Prior to the closing of a posting, it shall be the employee's responsibility to notify the Company and the Chief Steward in writing, of intention to post for an opening. It is also understood that such employee must be available to begin work on the posted job within twenty (20) working days of the date of the original posting.
- (c) Thereafter, the Company may fill the resultant vacancies giving due regard to senior employees who are physically capable of performing the work required. The Company shall be the sole determiner of the bidder's qualifications and reserves the right to hire from outside the bargaining unit when no qualified employee applies. The Company will move the successful bidder as soon as practical, but in no event, not later than the second (2nd) Monday following completion of the posting procedure.

- (d) The successful bidder will be notified within two (2) working days following the end of the posting period. ~~Barring~~ any reasonable limitations as determined by the Company, the employee will be given a ~~five~~ (5) consecutive working day training period in the new classification. This qualifying period will include normal instruction. The Company will determine the employee's ability to meet the requirements of the new classification within ten (10) days.
- (e) in case the employee is not retained in the new classification by the Company, or voluntarily elects to give up their right to the job, provided it is within the ten (10) working day period, the employee will be returned to their former process within their classification. The Company may decide not to post any vacancies resulting from the successful bidder's move until their ten (10) regular working day trial period is over. If the employee elects to give up their rights to a job three (3) times during the term of this Collective Agreement, thereafter, the employee shall not be allowed to apply for a different posting for a period of six (6) months from the date of their application.
- (f) The Company will not be required to post vacancies created after the posting for the replacement of the successful second (2nd) bidder, unless the fourth (4th) position is a premium rated job. Thereafter, the Company may fill the openings at its discretion.
- (g) In the event that the Company secures additional/new business which requires the creation of more than six (6) jobs, the Company will be required to post only six (6) of these jobs. Thereafter, the Company may fill the openings at its discretion.
- (h) Nothing in this Article shall preclude the Company from assigning any employee to a new

Classification within the bargaining unit on a temporary basis while the job posting and selection procedures are being carried out. The successful bidder for a posting shall not apply for a different posting for a period of six (6) months from the date of their application, unless the posted classification is eliminated or cancelled, or the posting is for a premium rated job or a new classification.

- (i) if a position to which an employee successfully posts is eliminated within three (3) months, such employee shall have the right to bump back to their original job.
- (j) Any employees who are bumped by employees returning to their original job shall also have the right to bump back to their original job.
- (k) Where, in the opinion of the Union, a job vacancy has been filled inappropriately, then the matter may be grieved.
- (l) The Company agrees to use a designated area for the exclusive purpose of posting vacancies.
- (m) Temporary Transfers - Transfer to another classification shall be considered temporary providing it does not exceed ten (10) consecutive working days. In the event the transfer exceeds ten (10) consecutive working days, the job must be posted.

For short-term temporary transfers, (i.e. not to exceed one working day) the most junior employee(s) capable of satisfactorily performing the work will be transferred.

For long-term temporary transfers, (i.e. exceeding one working day, but not exceeding ten consecutive working days), the transfer shall be on a voluntary basis in order of seniority, going from the most senior to the most junior employee, capable of satisfactorily performing the work. If additional employees are required, the Company

will go up the seniority list selecting the most junior employee(s) capable of satisfactorily performing the work.

Temporary transfers shall not result in a loss of wages to any employee.

ARTICLE 15 LEAVE OF ABSENCE

GRANTING LEAVE OF ABSENCE

- 15.1 The Company may grant leave of absence without pay (retroactive when the Company deems it to be justified by the circumstances) to any employee for legitimate personal reasons or for Union business and any person who is absent with such written permission shall continue to accumulate seniority during their absence. It is agreed that the request for leave of absence shall be submitted in writing to the Company and that the Company will provide the Union with a copy of each leave of absence authorization. The refusal to grant a leave of absence under this Section 15.1 shall not be the subject of any grievance or arbitration. Leave of absence requests will be answered within three (3) working days of the request.

PREGNANCY/PARENTAL LEAVE

- 15.2 The Company will grant pregnancy and parental leave to each eligible employee in accordance with the provisions of the Employment Standards Act (Ontario).

LEAVE FOR UNION BUSINESS

- 15.3 The Company agrees to grant to all present employees who are on leave of absence and all future employees of the Teamsters Union an indefinite leave of absence, without pay and benefits, to work for the Teamsters Union retaining and accumulating seniority with the Company. Such leave of absence shall be revocable.

upon seventy-two (72) hours written notice by the employee.

EMERGENCY MEDICAL LEAVE

- 15.4** The Company agrees to grant an emergency medical leave without pay providing the employee presents documented proof of the necessity of emergency medical leave within three (3) working days of their return to work date.

The documented proof must be on Doctor's letterhead and must specify the date and the circumstances of the emergency medical situation.

If the emergency medical leave exceeds one (1) day, it is the responsibility of the employee to contact the Company for a leave of absence request under Section **15.1** of the Collective Agreement.

Scheduled doctor, dentist and specialist appointments are not considered "emergency medical leaves" as outlined, however, in the event a specialist appointment is re-scheduled to an earlier date, an emergency medical leave will be granted providing the employee provides proof of attending this appointment.

ARTICLE 16 SOCIAL SECURITY BENEFITS

SOCIAL SECURITY BENEFITS

- 16.1** The Company agrees to pay during the continuance of this Agreement the premiums for the following health and welfare plans for each eligible employee who has attained seniority and their eligible dependents as determined by the insurers of the respective plans:

- (a) The Manulife Extended Health Care Benefit Plan Class 3, which excludes vision, with a \$2.00 Co-pay;

- (b) A dental plan equal to Manulife Basic Dental Plan, Level 2, which provides for eighty five (85%) per cent co-insurance coverage with current O.D.A. rates.
- (c) Group Life and Accidental Death and Dismemberment Insurance in the amount of Thirty-Five Thousand (\$35,000.00) for each employee.
- (d) The existing vision care plan will be increased to contribute One Hundred and Seventy Dollars (\$170.00) every twenty-four (24) months towards the purchase of eye glasses.
- (e) The Company agrees to set up a pension plan ("the Plan"), commencing on October 1, 1998. During the 1st year of the Plan, the Company will contribute five cents (.05¢) per hour for each hour worked. Commencing on October 1, 1999, the Company will contribute an additional ten cents (.10¢) per hour for each hour worked.

The increases to the pension plan negotiated in the **2000-2003** Collective Agreement are as follows: effective October 1/2000 - zero increase, effective October 1/2001 - \$0.05 per hour increase, and, effective October 01/2002 - \$0.10 per hour increase.

The increases to the pension plan negotiated in the **2003-2006** Collective Agreement are as follows: effective beginning of agreement - \$0.05 per hour increase; effective October 1/2004 - \$0.15 per hour increase; and effective October 01/2005 - \$0.15 per hour increase.

This amount will not be pyramided when an employee works overtime.

- (f) The Company agrees to continue the current Sickness and Accident Plan as outlined in the benefits booklet. Employees will each receive a copy of the booklet.

PAYMENT OF PREMIUMS

16.2 The Company agrees that when an employee who has attained seniority is laid off or is on leave of absence, the Company shall continue to pay the premiums for the plans set forth in Section 16.1 for the employee and their eligible dependents as determined by the insurers of the respective plans, for up to one (1) additional month following the month of layoff or leave of absence.

Thereafter, the employee may opt to maintain benefits for an additional twelve (12) months, by remitting the required premiums in advance monthly to the Accounting Office. Should the employee fail to remit any payment by the due date, such benefit coverage shall cease and will be no longer available to the employee.

SELF-INSURANCE

16.3 The Company may, in its sole and absolute discretion, elect to be a self-insurer with respect to any of the aforementioned plans and in that event any payments made by the Company shall discharge the Company from its obligations hereunder.

SUBSTITUTION OF CARRIERS

16.4 The Company may, in its sole and absolute discretion, elect to substitute an alternate plan for any of the aforementioned plans so long as the benefits are the same as or better than the coverage provided by the said plan and it shall be discharged of any further obligations in the event it substitutes such alternate plan. The Company will notify the Union prior to any changes being made to the health and welfare plan.

LEGISLATION

16.5 If legislation is enacted during the term of this Agreement which provides benefits which duplicate any of the benefits provided by any of the plans

referred to In this article, and If a reduction In the premiums payable by the Company results there from or occurs for any other reason, it Is agreed that any such reduction shall be retained by the Company.

ARTICLE 17 HEALTH AND SAFETY

DECLARATION OF INTENT

17.1 The parties agree that they mutually desire to maintain high standards of safety and health in the plant In order to prevent industrial illness or injury.

COMPLIANCE WITH SAFETY RULES

17.2 The Union shall co-operate with the Company in encouraging employees to work In a safe manner and to observe the safety rules and regulations prescribed by the Company or by any governmental authority.

SAFETY LEGISLATION

17.3 The parties agree to continue to comply with all applicable safety legislation.

HEALTH AND SAFETY TRAINING

17.4 (a) The Company will pay the wages for two (2) training seminars for members of the Joint Health & Safety Committee. Each seminar will be for eight (8) hours. Proof of attendance must be supplied to the Company. The Company limits the number of members to five (5) at any one seminar. The Company will be supplied a copy of each training seminar agenda. The Company will be provided dates of training seminars a minimum of two (2) weeks prior to the training.

The Company will notify the Union when additional or replacement health and safety representatives representing the employees are required. The Union will advise the Company, in

writing, which worker(s) they have chosen to represent the employees.

The Company will ensure that training of certified members of the Joint Health & Safety Committee will be scheduled and paid for by the Company in accordance with the Occupational Health & Safety Act (Ontario), and any amendments thereto.

A copy of the Joint Health & Safety Committee meeting minutes will be given to the Union.

- (b) The standards in "Part V - Right to Refuse or Stop Work Where Health or Safety in Danger" and "Part VI - Reprisals by Employer Prohibited" of the Occupational Health & Safety Act and the Regulations for Industrial Establishments effective as of October 01, 2000, will be followed for the duration of the Collective Agreement.

IDEM

- 17.5 Where possible, all required training authorized and approved by the Company will be done during normal working hours and paid for by the Company at the normal hourly rate of pay for all time spent at training. Any employee who has hours in excess of eight (8) hours in a day or forty (40) hours in a week will be paid at the appropriate overtime rate.

WORK BOOT ALLOWANCE

- 17.6 During each year of the Collective Agreement the Company will pay all active seniority employees (except as outlined below) a work boot allowance of eighty dollars (\$80.00). During each year of the Collective Agreement the Company will pay Lead Hands, Paint Technicians and Maintenance employees with seniority a work boot allowance of one hundred and ten dollars (\$110.00). The employee must present a receipt.

The Company will pay one hundred and thirty dollars (\$130.00) to Die Cast Material Handlers who are required to wear **gaiter** boots, for each **replacement** pair of gaiter boots. The **\$130.00** will be paid when the **current** boots are no longer providing **safety** to the employee. Used boots **must** be shown to the **Health & Safety** Department prior to approval of the **\$130.00** payment by the Company. Boots deemed unsafe will be destroyed by the Company. Employees must submit receipts for gaiter boots to the **Health & Safety** Department.

TOOL ALLOWANCE

17.7 The Company **will** pay a one time three hundred and **fifty** dollar (**\$350.00**) tool allowance and will supply a tool box for the **Die** Cast Lead Hands and the Maintenance employees. Employees must provide proper receipts.

Employees who **are** required to use tools (other than Die Cast Lead Hands and Maintenance employees) shall have them supplied by the Company at no cost to the employee.

The Company will **replace** tools broken or damaged through regular use, upon presentation of the damaged tool.

If an employee is no longer a Die Cast Lead Hand or **Maintenance** employee, it will be the employee's responsibility to turn in all tools and tool box. The cost of any tools not returned to the Company **as** outlined in the employee's receipts will be deducted from the employees' pay cheque.

ARTICLE 18 MEDICAL EXAMINATIONS

MEDICAL EXAMINATIONS

18.1 It is agreed that whenever a question arises concerning the illness, injury, or physical fitness of any employee, or concerning the ability of any employee to perform certain work, the Company may require the employee to undergo at the Company's expense, a medical examination by a physician chosen by the Company.

if in the opinion of the union a second medical examination is necessary the Union may exercise the option at their expense.

AFTER WORKING HOURS

18.2 If a medical examination is requested by the Company, if taken after working hours, active seniority employees shall be paid up to two (2) hours of regular pay in such cases and shall receive at least one (1) day notice prior to the appointment with the doctor.

ARTICLE 19 EMPLOYEE ADDRESSES & TELEPHONE NUMBERS, BULLETIN BOARD

ADDRESSES & TELEPHONE NUMBERS

19.1 It shall be the responsibility of each employee to keep the Company advised of their address and telephone number and to notify the Company in writing of any change of address and of any change of telephone number. The Company shall have no responsibility to determine the correctness of the address or the telephone number of any employee. The Company shall be deemed to have complied with any notice requirement if such notice is sent by registered mail to the last address shown on the Company's records for the employee involved.

BULLETIN BOARD

- 19.2** The Company shall **designate** and provide a glass **enclosed** and locked bulletin board, accessible to employees, for posting notices of Union activity. All such **notices** shall be signed by the **proper** officer of the Union, or submitted to Human Resources for approval, before being posted.

ARTICLE 20 GENERAL

ABSENCE FROM WORK

- 20.1** if an employee is unable to report to work due to **sickness** or other **legitimate** reasons, such employee shall follow the requirements as **set** out in the Collective Agreement, including all Letters of Understanding.

GENDER AND NUMBER

- 20.2** **Wherever** the masculine gender is used in this Agreement, it shall be construed to include the **feminine** gender and wherever the singular form of a word is used in this Agreement, it shall be construed to include the plural form of the word where the **context** so requires.

USE OF HEADINGS AND SUBHEADINGS

- 20.3** The **division** of this Agreement into Articles and Sections and the insertion of headings and **subheadings** and table of contents (if any) are for the convenience and reference purposes only and shall not affect the **construction** or interpretation of this Agreement or any of the terms thereof.

ARTICLE 21
DURATION AND TERMINATION
OF AGREEMENT

TERM


- 21.1** This Agreement shall be effective from the approval of the early termination of the current Collective Agreement (2000 - 2003) by the Ontario Labour Relations Board and shall continue until 30th day of September 2006, both dates inclusive and shall remain in full force and effect from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) days and not less than thirty (30) days before the 30th day of September, 2006, or an anniversary thereof. During any period of negotiations for the renewal or amendment of this Agreement, the terms and conditions of the Agreement shall remain in full force and effect.

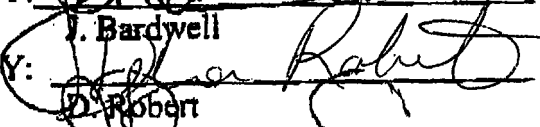
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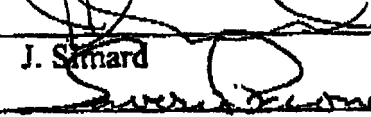
21.2 Unless otherwise specifically provided in this Agreement, each term and provision of this Agreement shall be effective only from the date of the signing of this Agreement.


Signed at Tilbury, Ontario, this 23rd day of May, 2003.

KS CENTOCO WHEEL CORPORATION

BY:  _____
J. Bardwell

BY:  _____
D. Robert

BY:  _____
J. Simard

BY:  _____
S. Paonessa

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND
HELPERS LOCAL UNION NO. 880

BY: *R. Parent*

R. Parent

BY: *F. Hartfield*

F. Hartfield

BY: *T. Carter*

T. Carter

BY: *P. McDonald*

P. McDonald

BY: *K. Quinlan*

K. Quinlan

SCHEDULE "A" HOURLY WAGE RATES

EFFECTIVE

	Apr. 14 2003	Oct. 1 2004	Oct. 1 2005
Classification Group A			
Insert Department			
Ali employees who have attained seniority	\$17.70	\$18.10	\$18.50
Probationary Employees	\$15.85	\$16.25	\$16.65
Classification Group B			
injection Moulding Department			
All employees who have attained seniority	\$17.70	\$18.10	\$18.50
Probationary Employees	\$15.85	\$16.25	\$16.65
Classification Group C			
Finishing Department			
All employees who have attained seniority	\$17.70	\$18.10	\$18.50
Probationary Employees	\$15.85	\$16.25	\$16.65
Classification Group D			
Maintenance			
Ali employees who have attained seniority	\$18.45	\$18.85	\$19.25
Probationary Employees	\$16.60	\$17.00	\$17.40
Janitors			
Ali employers who have attained seniority	\$15.70	\$16.10	\$16.50
Probationary Employees	\$13.85	\$14.25	\$14.65

	Apr. 14 2003	Oct. 1 2004	Oct. 1 2005
Classification Group E			
Shipper/Receiver			
All employees who have attained seniority	\$18.05	\$18.45	\$18.85
Probationary Employees	\$16.20	\$16.60	\$17.00
Truck Drivers			
All employees who have attained seniority	\$18.45	\$18.85	\$19.25
Probationary Employees	\$16.60	\$17.00	\$17.40
Material Handlers			
All employees who have attained seniority	\$18.05	\$18.45	\$18.85
Probationary Employees	\$16.20	\$16.60	\$17.00
Classification Group F			
Paint Technician			
All employees who have attained seniority	\$18.05	\$18.45	\$18.85
Probationary Employees	\$16.20	\$16.60	\$17.00
Classification Group G			
Lead Hands			
All employees who have attained seniority	\$18.05	\$18.45	\$18.85
Probationary Employees	\$16.20	\$16.60	\$17.00
Classification Group H			
RIM Department			
All employees who have attained seniority	\$17.70	\$18.10	\$18.50
Probationary Employees	\$15.85	\$16.25	\$16.65

Shift Premium - Afternoon Shift

All employees who work the afternoon shift shall be paid a premium of \$0.25 per hour in addition to their regular hourly rate determined as aforesaid. Effective October 1/2005 this shift premium will increase to \$0.30 per hour.

Shift Premium - Night Shift

All employer who work the night shift shall be paid a premium of \$0.25 per hour in addition to their regular hourly rate determined as aforesaid. Effective October 1/2005 this shift premium will increase to \$0.30 per hour.

Effective Date of First Year Increases

First year increases effective as of the early termination of the 2000-2003 Collective Agreement but payable retroactive to the first shift following ratification.

LETTER OF UNDERSTANDING

KS CENTOCO WHEEL CORPORATION'S ATTENDANCE POLICY

Pursuant to this attendance Policy; any combination of two violations (as outlined below) within twenty (20) working days, will constitute an "Instance" which will result in discipline.

"VIOLATIONS" CONSIST OF	
(i)	One (1) day absence: .5 day absent will be considered as one (1) full day in relation to the Attendance Policy. (Absences covered by Doctor's notes will not be violations under the Attendance Policy)
(ii)	One (1) tardy beyond fifteen (15) minutes;
(iii)	One (1) leaving early without prior approved permission; An employee who is required to leave work early for a pre-arranged appointment must notify their supervisor at the time the appointment is confirmed, or no later than the start of the shift on which they must leave early;
(iv)	Failure to notify the Company a minimum of 15 minutes prior to the start of shift, of absence, failure to notify the Company a minimum of one-half hour into their shift of tardiness.
(v)	Not presenting "Call-In-Numbers" on the next shift worked. If requested to do so.

In the case where an employee fails to notify and fails to report on the same day this will be considered one (1) instance

1. Attendance Counselling	One (1) instance within 20 working days:
2. 1st Written Warning	Second (2nd) instance within 265 working days of the Attendance Counselling;
3. 2nd Written Warning	Third (3rd) Instance within 265 working days of the Attendance Counselling;
4. Three (3) Day Working Suspension	Fourth (4th) instance within 265 working days of the Attendance Counselling;
5. Subject to Termination	Fifth (5th) instance within 265 working days of the Attendance Counselling.

Days not worked due to vacation, bereavement, jury duty and leaves of absence will apply towards the 265 working day period.

Disciplinary Steps in regard to violation of the Attendance Policy will be instituted no later than **five (5)** working days following the last day of each month.

The above Attendance Policy Is not applicable to approved Leaves of Absence or Vacations.

Clearing of employee discipline records relating to attendance will not be the subject of Mure negotiations.

LETTER OF UNDERSTANDING

MATERIAL HANDLERS

The Company agrees to add Material Handlers to **Classification E** under the following conditions:

- The Company has the right to assign **someone** within the **department** on a temporary daily basis.
- The Company has the right to **move** Material Handlers **from** one department to another department.
- People currently holding these positions must have the **qualifications** or are able to meet the **qualifications** within a reasonable period of time. Future people will require **qualification**s to **move** directly **into** the position.
- People that **glue** on a regular **basis** are not considered **Material** Handlers.
- People who are **Box Makers/Bander Labelers** on a regular basis are not **considered** Material Handlers,
- A **person** must work four (4) **hours** or more per day as a Material Handler to qualify for the higher rate of pay.
- The Company reserves the right to determine the number of Material Handlers required by shift.

LETTER OF UNDERSTANDING

UNION OFFICE

The Company **will** agree to continue to provide the Union with **an office** adequate to conduct Union business. Office location and design **will** be determined by the Company. The Company agrees to provide a private **telephone** in the Union office providing the Union agrees this telephone will be used only by members of the Union Committee for the sole **purpose** of Union business. The Union **further** agrees

the telephone will only be used for local calls. The Union agrees to supply answers in writing to any questions the Company has regarding excessive cost. Excessive cost will lead to the removal of the private telephono liner.

LETTER OF UNDERSTANDING

PAY FOR NEGOTIATIONS

Upon recommendation and ratification, the Company will reimburse the Union for the wage of four (4) committee members for regular time lost during negotiations.

LETTER OF UNDERSTANDING

RECALL

In cases of recall, layoff of a bumping employee who previously was at a higher rate than the janitor rate will retain that rate for a period of two (2) months.

LETTER OF UNDERSTANDING

SHIFT SCHEDULES

The Union and Company agree that during the term of the 2003 Collective Agreement all part practices with respect to the start of the first regularly scheduled shift of the work week and the rate of pay for hours worked at the start of the first regularly scheduled shift of the work week shall continue unchanged, i.e. end of the Friday shift on Saturday is straight time. and, start of the Monday shift on Sunday is straight time.

In the event the Company requires a shift schedule change, such change will be discussed with the union prior to implementation.

This Letter of Understanding shall prevail only for the payment of wages for shifts that either end on Saturdays or start on Sundays, in Articles 9.2 and 10.2 of the Collective Agreement.

LETTER OF UNDERSTANDING

PROGRESSIVE DISCIPLINE

The Union and Company agree to the following schedule regarding minor rule & regulation violations:

First Offence:

Verbal warning confirmed in writing.

Second Offence:

Written warning.

Third Offence:

One day disciplinary layoff without pay.

Fourth Offence:

Three day disciplinary layoff without pay.

Fifth Offence:

Employee will be subject to termination.

The Company reserves the right to substitute a working suspension for a disciplinary layoff.

In the event an employee has required no formal counselling or disciplinary action for the same or similar offence for a period of eighteen (18) months from the last warning, or any shorter period agreed to by both parties on an individual basis, their record for that offence will be cleared.

LETTER OF UNDERSTANDING

TEMPORARY LAYOFF

The Company agrees to allow employees with greater than two (2) weeks of vacation eligibility to draw from their accrued vacation earnings in cases of temporary layoffs of greater than eight (8) hours. It is the employee's responsibility to notify the Company in writing within five (5) working days, in which case the company will process the request within ten (10) working days of receipt. Exercising this employee option will not reduce the employee's vacation entitlement unless chosen by the employee.

**LETTER OF UNDERSTANDING
RECLASSIFICATION**

The Union & Company agree that during the 2003 negotiations Classification Groups were changed as follows:

2000-2003 Contract

**Classification Group B
Labourer- Moulding Department**

2003-2008 Contract

**Classification Group B
Labourer - Injection Moulding Department**

**Classification Group H
Labourer - RIM Department**

Employees affected by the above changes will be reclassified accordingly as of the date of ratification.

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K.S. Centoco Wheel Corporation

Group Policy Number: G0040541

Class: Hourly Employees of K.S. Centoco Wheel Corporation

BENEFIT BOOKLET

65

Notice Of Change

K.S. Centoco Wheel Corporation

G0040541

May 23, 2003

This Notice Of Change is an update to the information contained in your Benefit Booklet. We suggest you read the information carefully and keep it with your Booklet.

A change has been made to your Group Benefits Program provided by the above employer. The details of the change are outlined below. If you have any questions concerning the change, please contact your Plan Administrator.

Under your Extended Health Care benefit, Vision Care is revised to the following: "purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, or elective laser vision correction procedures, to a maximum of **\$170** during any 2 calendar year(s)".

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K.S. Centoco Wheel Corporation

Group Policy Number: G0040541

Class: Hourly Employees of K.S. Centoco Wheel Corporation

Employee Name: _____

Certificate Number: _____

Welcome to Your Group Benefit Program

Group Policy Effective Date: December 01, 1982

This Benefit Booklet has been specifically designed with your needs in mind, providing easy access to the information you need about the benefits to which you are entitled.

Group Benefits are important, not only for the financial assistance they provide, but for the security they provide for you and your family, especially in case of unforeseen needs.

Your Plan Administrator can answer any questions you may have about your benefits, or how to submit a claim.

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Benefit Summary

This Benefit Summary produced: March 18, 2002

Employee Life Insurance

Benefit Amount - \$35,000

Termination Age - your benefit amount terminates at age 65 or retirement, whichever is earlier.

Extended Health Care

The Benefit

Overall Benefit Maximum - Unlimited

Deductible - \$25 Individual, \$50 Family, per calendar year(s)

Not applicable to:

Drugs

Out-of-Canada Emergency Medical Treatment

Benefit Percentage (Co-insurance) -

100% for - Hospital Care - Medical Services & Supplies - Professional Services - Vision

Note:

The Benefit Percentage for Drugs is shown below under Manuscript Generic Drug Plan 2 - Prescription Drugs, Payment of Covered Expenses.

The Benefit Percentage for Out-of-Canada Emergency Medical Treatment is 100%.

The Benefit Percentage for Referral outside Canada for Medical Treatment Available in Canada is 50%.

Termination Age - employee's age 65 or retirement, whichever is earlier

Manuscript Generic Drug Plan 2 - Prescription Drugs

Charges incurred for the following expenses are payable when prescribed in writing by a physician or dentist and dispensed by a licensed pharmacist.

- drugs or medicines for the treatment of a sickness or injury, which by law or convention require the written prescription of a physician or dentist
- oral contraceptives

Benefit Summary

- injectable medications (charges made by a practitioner or physician to administer injectable medications are not covered)
- life-sustaining drugs
- preventive vaccines and medicines (oral or injected)
- standard syringes, needles and diagnostic aids, required for the treatment of diabetes (charges for cotton swabs, rubbing alcohol, automatic jet injectors and similar equipment are not covered)

Charges for drugs, biologicals and related preparations which are intended to be administered in hospital on an in-patient or out-patient basis and are not intended for a patient's use at home are not covered.

Charges for drugs used in the treatment of a sexual dysfunction are not covered.

- Drug Maximum

Fertility drugs - \$15,000 per lifetime

Anti-smoking drugs - \$300 per lifetime

All other covered drug expenses - Unlimited

- Payment of Covered Expenses

Payment of your covered drug expenses will be subject to any Drug Deductible, any Drug Dispensing Fee Maximum and the Co-insurance of 100%.

Covered expenses for any prescribed drug or medicine will not exceed the price of the lowest cost generic equivalent product that can legally be used to fill the prescription, as listed in the Provincial Drug Benefit Formulary.

If there is no generic equivalent product for the prescribed drug or medicine, the amount covered is the cost of the prescribed product.

- No Substitution Prescriptions

If your prescription contains a written direction from your physician or dentist that the prescribed drug or medicine is not to be substituted with another product and the drug or medicine is a covered expense under this benefit, the full cost of the prescribed product is covered.

Payment of your covered drug expenses will be subject to any Drug Deductible, any Drug Dispensing Fee Maximum and the Co-insurance of 100%.

- Payment of Drug Claims

Your Pay Direct Drug Card provides your pharmacist with immediate confirmation of covered drug expenses. This means that when you present your Pay Direct Drug Card to your pharmacist at the time of purchase, you and your eligible dependents will not incur out-of-pocket expenses for the full cost of the prescription.

The Pay Direct Drug Card is honoured by participating pharmacists displaying the appropriate Pay Direct Drug decal.

Benefit Summary

To fill a prescription for covered drug expenses:

- a) present your Pay Direct Drug Card to the pharmacist at the time of purchase, and
- b) pay any amounts that are not covered under this benefit.

You will be required to pay the full cost of the prescription at time of purchase if:

- you cannot locate a participating Pay Direct Drug pharmacy
- you do not have your Pay Direct Drug Card with you at that time
- the prescription is not payable through the Pay Direct Drug Card system

For details on how to receive reimbursement after paying the full cost of the prescription, please see your Plan Administrator.

Vision Care

- eye exams, once per calendar year
- purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, or elective laser vision correction procedures, to a maximum of \$150 during any 2 calendar year(s)
- if contact lenses are required to treat a severe condition, or if vision in the better eye can be improved to a 20/40 level with contact lenses but not with glasses, the maximum payable will be \$200 during any 2 calendar year(s)
- visual training, to a maximum of \$200 per lifetime

Professional Services

Services provided by the following licensed practitioners:

- Chiropractor - \$10 per visit to a maximum of \$300 per calendar year(s)
- Osteopath - \$10 per visit to a maximum of \$300 per calendar year(s)
- Podiatrist - \$10 per visit to a maximum of \$300 per calendar year(s)
- Massage Therapist - \$10 per visit to a maximum of \$300 per calendar year(s)
- Naturopath - \$10 per visit to a maximum of \$300 per calendar year(s)
- Speech Therapist - \$10 per visit to a maximum of \$300 per calendar year(s)
- Physiotherapist - \$10 per visit to a maximum of \$300 per calendar year(s)
- Psychologist - \$15 initial visit, \$10 subsequent visits, to a maximum of \$300 per calendar year(s)

The maximum for each specialty includes one x-ray (\$25 maximum) per calendar year.

Benefit Summary

Dental Care

The Benefit

Deductible - Nil

Dental Fee Guide - Current Ontario Fee Guide for General Practitioners

Benefit Percentage (Co-insurance) -

85% for Level I - Basic Services

85% for Level II - Supplementary Basic Services

Benefit Maximums

\$1,000 per calendar year combined for Level I and Level II

Termination Age - employee's age 65 or retirement, whichever is earlier

Weekly Income (Short Term Disability)

Benefit Amount - 60% of weekly earnings, to a maximum benefit equal to the Employment Insurance Maximum benefit amount

Qualifying Period - 119 calendar days, if the disability is due to an accident; 119 calendar days, if the disability is due to a sickness

Maximum Benefit Period - 17 weeks

Termination Age - age 65 or retirement, whichever is earlier

How to Use Your Benefit Booklet

Designed with Your Needs in Mind

The Benefit Booklet provides the information you need about your Group Benefits and has been specifically designed with YOUR needs in mind. It includes:

- a detailed Table of Contents, allowing quick access to the information you are searching for,
- Explanation of Common Insurance Terms, which provides a brief explanation of the insurance terms used throughout this Benefit Booklet,
- a clear, concise explanation of your Group Benefits,
- information you need, and simple instructions on how to submit a claim.

Important Note

The purpose of this booklet is to outline the benefits for which you are eligible as an employee of K.S. Centoco Wheel Corporation. The information in this booklet is a summary of the provisions of the Group Policy. In the event of a discrepancy between this booklet and the Policy (available from your Plan Administrator), the terms of the Group Policy will apply.

The booklet in either its paper or electronic form is provided for information purposes only and does not create or confer any contractual rights or obligations.

Possession of this booklet alone does not mean that you or your dependents are insured. The Group Policy must be in effect and you must satisfy all the requirements of the Policy.

We suggest you read this Benefit Booklet carefully, then file it in a safe place with your other important documents.

Your Group Benefit Card

Your Group Benefit Card is the most important document issued to you as part of your Group Benefit Program. It is the only document that identifies you as a Plan Member. The Group Policy Number and your personal Certificate Number may be required before you are admitted to a hospital, or before you receive dental or medical treatment.

The Group Policy Number and your Certificate Number are also necessary for ALL correspondence with Manulife Financial. Please note that *you can print your Certificate Number on the front of this booklet for easy reference.*

Your Group Benefit Card is an important document. Please be sure to carry it with you at all times.

Explanation of Common Insurance Terms

The following is an explanation of the Insurance terms used in this Benefit Booklet.

Accident

an unexpected or unforeseen happening or event involving an external force, causing loss or injury independently of all other causes.

Benefit Percentage (Co-insurance)

the percentage of Covered Expenses which is payable by Manulife Financial.

Covered Expenses

expenses that will be considered in the calculation of payment due under your Extended Health Care or Dental Care benefit.

Deductible

the amount of Covered Expenses that must be incurred and paid by you or your dependents before benefits are payable by Manulife Financial.

Dependent

your Spouse or Child who is insured under the Provincial Plan.

- Spouse

your legal spouse, or a person continuously living with you in a role like that of a marriage partner for at least one year.

- Child

- your natural or adopted child, or stepchild, who is:
 - unmarried;
 - under age 21, or under age 25 if a full-time student;
 - not employed on a full-time basis; and
 - not eligible for insurance as an employee under this or any other Group Benefit Program.
- a child who is incapacitated on the date he or she reaches the age when insurance would normally terminate will continue to be an eligible dependent. However, the child must have been insured under this Benefit Program immediately prior to that date.

A child is considered incapacitated if he or she is incapable of engaging in any substantially gainful activity and is dependent on the employee for support, maintenance and care, due to a mental or physical disability.

Manulife Financial may require written proof of the child's condition as often as may reasonably be necessary.

- a stepchild must be living with you to be eligible.

Explanation of Common Insurance Terms

Drug

medications that have been approved for use by the Federal Government of Canada and have a Drug Identification Number.

Earnings

your regular rate of pay from your employer (prior to deductions), including regular bonuses and regular overtime pay. Earnings may include other income as agreed to in writing by your employer and Manulife Financial.

If you are being paid on a commission basis, your earnings will be as reported on your T4/T4A form for the previous year. If you have less than one year of service with your employer, your earnings will include an average of the total commissions paid over your actual period of employment.

For the purposes of determining the amount of your benefit at the time of claim, your earnings will be the lesser of:

- the amount reported on your claim form, or
- the amount reported by your employer to Manulife Financial and for which premiums have been paid.

Experimental or Investigational

not approved or broadly accepted and recognized by the Canadian medical profession, as an effective, appropriate and essential treatment of a sickness or injury, in accordance with Canadian medical standards.

Immediate Family Member

you, your spouse or child, your parent or your spouse's parent, your brother or sister, or your spouse's brother or sister.

Licensed, Certified, Registered

the status of a person who legally engages in practice by virtue of a license or certificate issued by the appropriate authority, in the place where the service is provided.

Life-Sustaining Drugs

drugs which are necessary for the survival of the patient.

Medically Necessary

broadly accepted and recognized by the Canadian medical profession as effective, appropriate and essential in the treatment of a sickness or injury, in accordance with Canadian medical standards.

Non-Evidence Limit

you must submit satisfactory medical evidence to Manulife Financial for Benefit Amounts greater than this amount.

Provincial Plan

any plan which provides hospital, medical, or dental benefits established by the government in the province where the insured person lives.

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Explanation of Common Insurance Terms

Qualifying Period

a period of continuous and total disability, starting with the first day of total disability, which you must complete in order to qualify for disability benefits.

Reasonable and Customary

within the usual range of charges being made by others of similar standing in the area in which the charge is incurred when providing the same or comparable services or supplies.

Waiting Period

the period of continuous employment with your employer which you must complete before you are eligible for Group Benefits.

Ward

a hospital room with 3 or more beds which provides standard accommodation for patients.

Why Group Benefits?

Government health plans can provide coverage for such basic medical expenses as hospital charges and doctors' fees. In case of disability, government plans (such as Employment Insurance, Canada/Quebec Pension Plan, Workers' Compensation Act, etc.) may provide some financial assistance.

But government plans provide only basic coverage. Medical expenses or a disability can create financial hardship for you and your family.

Private health care and disability programs supplement government plans and can provide benefits not available through any government plan, providing security for you and your family when you need it most.

Your Group Benefit Program is provided by The Toldo Group of Companies, in partnership with The Manufacturers Life Insurance Company.

Your Plan Administrator

Your Plan Administrator is responsible for ensuring that all employees are covered for the Benefits to which they are entitled by submitting all required premiums, reporting all new enrolments, terminations, changes etc., and keeping all records up to date.

As a member of this Group Benefit Program, it is up to you to provide your Plan Administrator with the necessary information to perform such duties.

Your Plan Administrator is _____
Phone Number: (_____) _____

Please record the name of your Plan Administrator and contact number in the space provided.

Applying for Group Benefits

To apply for Group Benefits, you must submit a completed Enrolment or Reinstatement Application form, available from your Plan Administrator. Your Plan Administrator then forwards the application to Manulife Financial.

Making Changes

To ensure that coverage is kept up-to-date for yourself and your dependents, it is vital that you report any changes to your Plan Administrator. Such changes could include:

- change in Dependent Coverage
- change in Name
- change of Beneficiary
- applying for coverage previously waived

To make such changes, you must complete the Application for Change form, available from your Plan Administrator.

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The Claims Process

How to Submit a Claim

All claim forms, available from your Plan Administrator, must be correctly completed, dated and signed. Remember, always provide your Group Policy Number and your Certificate Number (found on your Group Benefit Card) to avoid any unnecessary delays in the processing of your claim.

Your Plan Administrator can assist you in properly completing the forms, and answer any questions you may have about the claims process and your Group Benefit Program.

Payment of Extended Health Care and Dental Claims

Once the claim has been processed, Manulife Financial will send a Claim Statement to you.

The top portion of this form outlines the claim or claims made, the amount subtracted to satisfy deductibles, and the benefit percentage used to determine the final payment to be made to you. If you have any questions on the amount, your Plan Administrator will help explain.

The bottom portion of this form is your claims payment, if applicable. Simply tear along the perforated line, endorse the back of the cheque and you can cash it at any chartered bank or trust company.

You should receive settlement of your claim within three weeks from the date of submission to Manulife Financial. If you have not received payment, please contact your Plan Administrator.

Co-ordination of Extended Health Care and Dental Care Benefits

If you or your dependents are insured for similar benefits under another Plan, Manulife Financial will take this into account when determining the amount of expenses payable under this Program.

This process is known as Co-ordination of Benefits. It allows for reimbursement of insured medical and dental expenses from all Plans, up to a total of 100% of the actual expense incurred.

Plan means:

- other Group Benefit Programs;
- any other arrangement of coverage for individuals in a group; and
- individual travel insurance plans.

Plan does not include school insurance or Provincial Plans.

Order of Benefit Payment

A variety of circumstances will affect which Plan is considered as the "Primary Carrier" (ie., responsible for making the initial payment toward the eligible expense), and which Plan is considered as the "Secondary Carrier" (ie., responsible for making the payment to cover the remaining eligible expense).

The Claims Process

- If the other Plan does not provide for Co-ordination of Benefits, it will be considered **as** the Primary Carrier, and will be responsible for making the initial payment toward the eligible expense.
- If the other Plan does provide for Co-ordination of Benefits, the following rules are applied to determine which Plan is the Primary Carrier.
 - For Claims incurred by you or your Dependent Spouse:

The Plan insuring you or your Dependent Spouse as an employee/member pays benefits before the Plan insuring you or your Spouse as a dependent.

In situations where you or your Dependent Spouse have coverage as an employee/member under more than one Plan, the order of benefit payment will be determined as follows:

- The Plan where the person *is* covered as an active full-time employee, then
 - The Plan where the person is covered as an active part-time employee, then
 - The Plan where the person is covered as a retiree.
- For Claims incurred by your Dependent Child:

The Plan covering the parent whose birthday (month/day) is earlier in the calendar year pays benefits first. If both parents have the same birthdate, the Plan covering the parent whose first name begins with the earlier letter in the alphabet pays first.

However, if you and your Spouse are separated or divorced, the following order applies:

- The Plan of the parent with custody of the child, then
 - The Plan of the spouse of the parent with custody of the child (i.e., if the parent with custody of the child remarries or has a common-law spouse, the new spouse's Plan will pay benefits for the Dependent Child), then
 - The Plan of the parent not having custody of the child, then
 - The Plan of the spouse of the parent not having custody of the child (i.e., if the parent without custody of the child remarries or has a common-law spouse, the new spouse's Plan will pay benefits for the Dependent Child).
- Where you and your spouse share joint custody of the child, the Plan covering the parent whose birthday (month/day) is earlier in the calendar year pays benefits first. If both parents have the same birthdate, the Plan covering the parent whose first name begins with the earlier letter in the alphabet pays first.

The Claims Process

- A claim for accidental injury to natural teeth will be determined under Extended Health Care Plans with accidental dental coverage before it is considered under Dental Plans.
- If the order of benefit payment cannot be determined from the above, the benefits payable under each Plan will be in proportion to the amount that would have been payable if Co-ordination of Benefits did not exist.
- If the insured person is also covered under an individual travel insurance plan, benefits will be co-ordinated in accordance with the guidelines provided by the Canadian Life and Health Insurance Association.

Submitting a Claim for Co-ordination of Benefits

To submit a claim when Co-ordination of Benefits applies, refer to the following guidelines:

- As per the Order of Benefit Payment section, determine which Plan is the Primary Carrier and which is the Secondary Carrier.
- Submit all necessary claim forms and original receipts to the Primary Carrier.
- Keep a photocopy of each receipt or ask the Primary Carrier to return the original receipts to you once your claim has been settled.
- Once your claim has been settled by the Primary Carrier, you will receive a statement outlining how your claim has been handled. Submit this statement along with all necessary claim forms and receipts to the Secondary Carrier for further consideration of payment, if applicable.

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Who Qualifies for Coverage?

Eligibility

You are eligible for Group Benefits if you:

- are a full-time employee of K.S. Centoco Wheel Corporation and work at least the Required Number of Hours,
- are a member of an eligible class,
- are younger than the Termination Age,
- are residing in Canada, and
- have completed the Waiting Period.

The Termination Age and Waiting Period may vary from benefit to benefit. For this information, please refer to each benefit in the section entitled Your Group Benefits.

Your dependents are eligible for insurance on the date you become eligible or the date you first acquire a dependent, whichever is later. You must apply for insurance for yourself in order for your dependents to be eligible.

Required Number of Hours

Full-time employee - 25 hour(s) per week

Evidence of Insurability

Medical evidence is required when you apply for insurance in excess of the Non-Evidence Limit.

Medical evidence is also required for all benefits, except Dental insurance, when you make a Late Application for insurance on any person.

Late Application

An application is considered late when you:

- apply for insurance on any person after having been eligible for more than 31 days; or
- re-apply for insurance on any person whose insurance had earlier been cancelled.

If you apply for benefits that were previously waived because you were covered for similar benefits under your spouse's plan, your application is considered late when you:

- apply for insurance more than 31 days after the date benefits terminated under your spouse's plan; or
- apply for insurance and benefits under your spouse's plan that have not terminated.

Who Qualifies for Coverage?

Medical evidence can be submitted by completing the Evidence of Insurability form, available from your Plan Administrator. Further medical evidence may be requested by Manulife Financial.

Late Dental Application

If you apply for coverage for Dental insurance for yourself or your dependents late, insurance will be limited to \$100 for each insured person for the first 12 months of coverage.

Effective Date of Coverage

- If Evidence of Insurability is not required, your Group Benefits will be effective on the date you are eligible.
- If Evidence of Insurability is required, your Group Benefits will be effective on the date you become eligible or the date the evidence is approved by Manulife Financial, whichever is later.

You must be actively at work for insurance to become effective. If you are not actively at work on the date your insurance would normally become effective, your insurance will take effect on the next day on which you are again actively at work.

Your dependent's insurance becomes effective on the date the dependent becomes eligible, or the date any required evidence of insurability on the dependent is approved by Manulife Financial, whichever is later.

Your dependent's insurance will not be effective prior to the date your insurance becomes effective.

Termination of Insurance

Your Group Insurance will terminate on the earliest of:

- the date you cease to be an eligible employee,
- the date you cease to be actively at work, unless the Group Policy allows for your coverage to be extended beyond this date,
- the date your employer terminates coverage,
- the date you enter the armed forces of any country on a full-time basis,
- the date the Group Policy terminates or insurance on the class to which you belong terminates,
- the date you reach the Termination Age, or
- the date of your death.

Your dependents' insurance terminates on the date your insurance terminates or the date the dependent ceases to be an eligible dependent, whichever is earlier.

Your Group Benefits

Employee Life Insurance

If you die while insured, this benefit provides financial assistance to your beneficiary. If your beneficiary dies before you or if there is no designated beneficiary, this benefit is payable to your estate.

The Benefit

Benefit Amount - \$35,000

Non-Evidence Limit - \$35,000

Qualifying Period for Waiver of Premium - 179 days

Termination Age - your benefit amount terminates at age 65 or retirement, whichever is earlier.

Waiting Period

none for employees hired on or prior to the Group Policy Effective Date
90 calendar days for all other employees

Submitting a Claim

To submit an Employee Life Insurance claim, your beneficiary must complete the [Life Claim form](#) which is available from your Plan Administrator.

Documents necessary to submit with the form are listed on the form.

A completed claim form must be submitted within 90 days from the date of the **loss**.

To submit a claim for the Waiver of Premium benefit you must complete a Waiver of Premium claim form which is available from your Plan Administrator. Your attending physician must also complete a portion of this form.

A completed claim form must be submitted within 180 days from the end of the qualifying period.

Waiver of Premium

If you become Totally Disabled while insured and prior to age 65 and meet the Entitlement Criteria outlined below, your Life Insurance will continue without payment of premium.

Definition of Totally Disabled

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of any occupation for which you are qualified, or may reasonably become qualified by training, education or experience.

The availability of work will not be considered by Manulife Financial in assessing your disability.

If you must hold a government permit or licence to perform the duties of your job, you will not be considered Totally Disabled solely because your permit or licence has been withdrawn or not renewed.

Your Group Benefits

Entitlement Criteria

To be entitled to Waiver of Premium, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Qualifying Period. If you cease to be Totally Disabled during this period and then become disabled again within 3 weeks due to the same or related illness or injury, your Qualifying Period will be extended by the number of days during which you ceased to be Totally Disabled.
- Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of any occupation for which you are qualified, or may reasonably become qualified by training, education or experience.
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial.

At any time, Manulife Financial may require you to submit to a medical, psychiatric, psychological, functional, educational and/or vocational examination or evaluation by an examiner selected by Manulife Financial.

Termination of Waiver of Premium

Your Waiver of Premium will cease on the earliest of

- the date you cease to be Totally Disabled, as defined under this benefit.
- the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of any occupation for which you are qualified, or may reasonably become qualified by training, education or experience.
- the date you are no longer receiving from a physician, regular, ongoing care and treatment appropriate for the disabling condition, as determined by Manulife Financial.
- the date you do not attend an examination by an examiner selected by Manulife Financial.
- the date of your 65th birthday.
- the date of your death.

Your Group Benefits

Recurrent Disability

If you become Totally Disabled again from the same or related causes as those for which premiums were previously waived, and such disability recurs within 6 months of cessation of the Waiver of Premium benefit, Manulife Financial will waive the Qualifying Period.

Your amount of insurance on which premiums were previously waived will be reinstated.

If the same disability recurs more than 6 months after cessation of your Waiver of Premium benefit, such disability will be considered a separate disability.

Two disabilities which are due to unrelated causes are considered separate disabilities if they are separated by a return to work of at least one day.

Conversion Privilege

If your Group Benefits terminate or reduce, you may be eligible to convert your Employee Life Insurance to an individual policy, without medical evidence. Your application for the individual policy along with the first monthly premium must be received by Manulife Financial within 31 days of the termination or reduction of your Employee Life Insurance. If you die during this 31-day period, the amount of Employee Life Insurance available for conversion will be paid to your beneficiary or estate, even if you didn't apply for conversion.

For more information on the conversion privilege, please see your Plan Administrator.

Extended Health Care

If you or your dependents incur charges for any of the Covered Expenses specified, your Extended Health Care benefit can provide financial assistance.

Payment of Covered Expenses is subject to any maximum amounts shown below under The Benefit and in the expenses listed under Covered Expenses.

Claim amounts that will be applied to the maximum are the amounts paid after applying the Deductible, Benefit Percentage, and any other applicable provisions.

Drug Benefit for Quebec Residents

Group benefit plans that provide prescription drug coverage to Quebec residents must meet certain requirements under Quebec's prescription drug insurance legislation (An Act Respecting Prescription Drug Insurance And Amending Various Legislative Provisions). If you and your dependents reside in Quebec, the provisions specified under Drug Benefit For Persons Who Reside In Quebec, will apply to your drug benefit.

The Benefit

Overall Benefit Maximum- Unlimited

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Your Group Benefits

Deductible- \$25 Individual, \$50 Family, per calendar year(s)

Not applicable to:

Drugs

Out-of-Canada Emergency Medical Treatment

- Deductible Carry-Forward

Covered Expenses used to satisfy the deductible in the last 3 months of the calendar year may also be used to satisfy the deductible in the following calendar year.

Drug Deductible- \$2.00 per prescription

Benefit Percentage (Co-insurance)-

100% for - Hospital Care- Medical Services & Supplies- Professional Services- Vision

Note:

The Benefit Percentage for Drugs is shown below under Manuscript Generic Drug Plan 2

- Prescription Drugs, Payment of Covered Expenses.

The Benefit Percentage for Out-of-Canada Emergency Medical Treatment is 100%.

The Benefit Percentage for Referral outside Canada for Medical Treatment Available in Canada is 50%.

Termination Age - employee's age 65 or retirement, whichever is earlier

Waiting Period

none for employees hired on or prior to the Group Policy Effective Date

90 calendar days for all other employees

Covered Expenses

The expenses specified are covered to the extent that they are reasonable and customary, as determined by Manulife Financial, provided they are:

- medically necessary for the treatment of sickness or injury and recommended by a physician
- incurred for the care of a person while insured under this Group Benefit Program
- reasonable taking all factors into account
- not covered under the Provincial Plan or any other government-sponsored program
- legally insurable

Advance Supply Limitation

Payment of any Covered Expenses under this benefit which may be purchased in large quantities will be limited to the purchase of up to a 3 months' supply at any one time, except for covered drug expenses.

- Drug Expenses

The maximum quantity of drugs or medicines that will be payable for each prescription will be limited to the lesser of:

Your Group Benefits

- a) the quantity prescribed by your physician or dentist, or
- b) a 34 day supply.

A quantity of up to a 100 day supply may be payable in long term therapy cases, where the larger quantity is recommended as appropriate by your physician and pharmacist.

Hospital Care

- charges, in excess of the hospital's public ward charge, for semi-private accommodation, provided:
 - the person was confined to hospital on an in-patient basis, and
 - the accommodation was specifically elected in writing by the patient
- confinement in a convalescent care facility which starts within 14 days of discharge from a hospital, up to a maximum of 180 days per disability
- charges for any portion of the cost of ward accommodation, utilization or co-payment fees (or similar charges) are not covered

Manuscript Generic Drug Plan 2 - Prescription Drugs

Charges incurred for the following expenses are payable when prescribed in writing by a physician or dentist and dispensed by a licensed pharmacist.

- drugs or medicines for the treatment of a sickness or injury, which by law or convention require the written prescription of a physician or dentist
- oral contraceptives
- injectable medications (charges made by a practitioner or physician to administer injectable medications are not covered)
- life-sustaining drugs
- preventive vaccines and medicines (oral or injected)
- standard syringes, needles and diagnostic aids, required for the treatment of diabetes (charges for cotton swabs, rubbing alcohol, automatic jet injectors and similar equipment are not covered)

Charges for drugs, biologicals and related preparations which are intended to be administered in hospital on an in-patient or out-patient basis and are not intended for a patient's use at home are not covered.

Charges for drugs used in the treatment of a sexual dysfunction are not covered.

- Drug Maximum

Fertility drugs - \$15,000 per lifetime

Your Group Benefits

Anti-smoking drugs - \$300 per lifetime

All other covered drug expenses - Unlimited

- Payment of Covered Expenses

Payment of your covered drug expenses will be subject to any Drug Deductible, any Drug Dispensing Fee Maximum and the Co-insurance of 100%.

Covered expenses for any prescribed drug or medicine will not exceed the price of the lowest cost generic equivalent product that can legally be used to fill the prescription, as listed in the Provincial Drug Benefit Formulary.

If there is no generic equivalent product for the prescribed drug or medicine, the amount covered is the cost of the prescribed product.

- No Substitution Prescriptions

If your prescription contains a written direction from your physician or dentist that the prescribed drug or medicine is not to be substituted with another product and the drug or medicine is a covered expense under this benefit, the full cost of the prescribed product is covered.

Payment of your covered drug expenses will be subject to any Drug Deductible, any Drug Dispensing Fee Maximum and the Co-insurance of 100%.

- Payment of Drug Claims

Your Pay Direct Drug Card provides your pharmacist with immediate confirmation of covered drug expenses. This means that when you present your Pay Direct Drug Card to your pharmacist at the time of purchase, you and your eligible dependents will not incur out-of-pocket expenses for the full cost of the prescription.

The Pay Direct Drug Card is honoured by participating pharmacists displaying the appropriate Pay Direct Drug decal.

To fill a prescription for covered drug expenses:

- a) present your Pay Direct Drug Card to the pharmacist at the time of purchase, and
- b) pay any amounts that are not covered under this benefit.

You will be required to pay the full cost of the prescription at time of purchase if:

- you cannot locate a participating Pay Direct Drug pharmacy
- you do not have your Pay Direct Drug Card with you at that time
- the prescription is not payable through the Pay Direct Drug Card system

For details on how to receive reimbursement after paying the full cost of the prescription, please see your Plan Administrator.

Vision Care

- eye exams, once per calendar year

Your Group Benefits

- purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, or elective laser vision correction procedures, to a maximum of \$150 during any 2 calendar year(s)
- if contact lenses are required to treat a severe condition, or if vision in the better eye can be improved to a 20/40 level with contact lenses but not with glasses, the maximum payable will be \$200 during any 2 calendar year(s)
- visual training, to a maximum of \$200 per lifetime

Professional Services

Services provided by the following licensed practitioners:

- Chiropractor - \$10 per visit to a maximum of \$300 per calendar year(s)
- Osteopath - \$10 per visit to a maximum of \$300 per calendar year(s)
- Podiatrist - \$10 per visit to a maximum of \$300 per calendar year(s)
- Massage Therapist - \$10 per visit to a maximum of \$300 per calendar year(s)
- Naturopath - \$10 per visit to a maximum of \$300 per calendar year(s)
- Speech Therapist - \$10 per visit to a maximum of \$300 per calendar year(s)
- Physiotherapist - \$10 per visit to a maximum of \$300 per calendar year(s)
- Psychologist - \$15 initial visit, \$10 subsequent visits, to a maximum of \$300 per calendar year(s)

The maximum for each specialty includes one x-ray (~~\$25~~ maximum) per calendar year.

Expenses for some of these Professional Services may be payable in part by Provincial Plans. In those provinces, expenses under this Benefit Program are payable only after the Provincial Plan's maximum for the benefit year has been paid.

Recommendation by a physician for Professional Services is not required.

Medical Services and Supplies

For all medical equipment and supplies covered under this provision, Covered Expenses will be limited to the cost of the device or item that adequately meets the patient's fundamental medical needs.

Private Duty Nursing

Services which are deemed to be within the practice of nursing and which are provided in the patient's home by:

- a registered nurse, or
- a registered nursing assistant (or equivalent designation) who has completed an approved medications training program

Covered Expenses are subject to a maximum of \$10,000 per calendar year(s).

Your Group Benefits

Charges for the following services are not covered:

- service provided primarily for custodial care, homemaking duties, or supervision
- service performed by a nursing practitioner who is an immediate family member or who lives with the patient
- service performed while the patient is confined in a hospital, nursing home, or similar institution
- service which can be performed **by** a person of lesser qualification, a relative, friend, or a member of the patient's household

Pre-Determination of Benefits

Manulife Financial suggests that a detailed treatment plan be submitted with cost estimates before Private Duty Nursing services begin. Manulife Financial will then advise you of any benefit that will be provided.

Ambulance

- licensed ambulance service provided in the patient's province of residence, including air ambulance, to transfer the patient to the nearest hospital where adequate treatment is available

Medical Equipment

- rental or, when approved by Manulife Financial, purchase of:
 - Mobility Equipment: crutches, canes, walkers, and wheelchairs
 - Durable Medical Equipment: manual hospital beds, respiratory and oxygen equipment, and other durable equipment usually found only in hospitals

Non-Dental Prostheses, Supports and Hearing Aids

- external prostheses
- surgical stockings, up to a maximum of 4 pairs per calendar year
- surgical brassieres, up to a maximum of 4 per calendar year
- braces (other than foot braces), trusses, collars, leg orthosis, casts and splints
- stock-item orthopaedic shoes, modifications or adjustments to stock-item orthopaedic shoes or regular footwear, and casted, custom-made orthotics, up to a maximum of \$200 per calendar year(s) (recommendation of either a physician or a podiatrist is required)

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Your Group Benefits

- custom-made shoes which are required because of a medical abnormality that, based on medical evidence, cannot be accommodated in a stock-item orthopaedic shoe or a modified stock-item orthopaedic shoe, up to a maximum of 1 pair per calendar year (must be constructed by a certified orthopaedic footwear specialist)
- cost, installation, repair and maintenance of hearing aids (including charges for batteries), to a maximum of \$500 every 5 calendar year(s)

Other Supplies and Services

- ileostomy, colostomy and incontinence supplies
- medicated dressings and burn garments
- wigs and hairpieces for patients with temporary hair loss as a result of medical treatment, up to a maximum of \$250 per lifetime
- oxygen
- microscopic and other similar diagnostic tests and services rendered in a licensed laboratory in the province of Quebec
- charges for the treatment of accidental injuries to natural teeth or jaw, provided the treatment is rendered within 12 months of the accident, excluding injuries due to biting or chewing

Out-of-Province/Out-of-Canada

- treatment required as a result of a medical emergency which occurs while temporarily outside the province of residence, provided the insured person who receives the treatment is also covered by the Provincial Plan during the absence from the province of residence.

A medical emergency is a sudden, unexpected injury which occurs or an unforeseen illness which begins while an insured person is travelling outside his province of residence and requires immediate medical attention. Such emergency no longer exists when, in the opinion of the attending physician and supporting medical evidence, the insured person is stable enough to return to his province of residence.

- referral outside Canada for treatment which is available in Canada, to a maximum of \$3,000 every 3 calendar year(s).

If, while outside Canada on referral for medical treatment, the insured person requires treatment for a medical condition which is related directly or indirectly to the referral treatment, the total expenses payable for all treatment are subject to the maximum of \$3,000 every 3 calendar year(s).

For all non-emergency medical treatment out of Canada, Manulife Financial:

- requires that it be recommended by a physician practicing in Canada, and

Your Group Benefits

- suggests that you submit a detailed treatment plan with cost estimates before treatment begins. You will then be advised of any benefit that will be provided.

Charges for the following are payable under this expense:

- physician's services
- hospital room and board at standard ward rates. Charges in excess of ward rates are payable, if hospital coverage is provided under this Benefit Program.
- special hospital services
- hospital charges for out-patient treatment
- licensed ambulance services, including air ambulance, to transfer the patient to the nearest medical facility or hospital where adequate treatment is available
- medical evacuation for admission to a hospital or medical facility in the province where the patient normally resides

The amount payable for these expenses will be the reasonable and customary charges less the amount payable by the Provincial Plan.

Charges incurred outside the province of residence for all other Covered Extended Health Care Expenses are payable on the same basis as if they were incurred in the province of residence.

Submitting a Claim

To submit an Extended Health Care claim, you must complete an Extended Health Care Claim form, except when claiming for physician or hospital expenses incurred outside your province of residence. For these expenses, you must complete an Out-of-Province/Out-of-Canada claim form. Claim forms are available from your Plan Administrator.

All applicable receipts must be attached to the completed claim form when submitting it to Manulife Financial.

All claims must be submitted within 12 months after the date the expense was incurred. However, upon termination of your insurance, all claims must be submitted no later than 90 days from the termination date.

Claims for Out-of-Canada expenses must first be submitted to the Provincial Plan for payment. Any outstanding balance should be submitted to Manulife Financial, along with the explanation of payment from the Provincial Plan.

Subrogation (Third Party Liability)

If your medical expenses result from an injury caused by another person and you have the legal right to recover damages, Manulife Financial may request that you complete a subrogation reimbursement agreement when you submit a claim for such expenses.

On settlement or judgement of your legal action, you will be required to reimburse Manulife Financial those amounts you recover which, when added to the payments you received from Manulife Financial, exceed 100% of your incurred expenses.

Your Group Benefits

Exclusions

No Extended Health Care benefits are payable for expenses related to:

- e self-inflicted injuries
- e war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion
- a an illness or injury for which benefits are payable under any government plan or workers' compensation
- e charges for periodic check-ups, broken appointments, third party examinations, travel for health purposes, or completion of claim forms
- e services or supplies provided by an employer's medical or dental department
- services or supplies for which no charge would normally be made in the absence of insurance
- e services and supplies where reimbursement would have been made under a government-sponsored plan, in the absence of insurance
- e services or supplies which are not permitted by law to be paid
- e services or supplies which are required for recreation or sports
- e services or supplies which would have been payable by the Provincial Plan if proper application had been made
- e medical treatment which is not usual or customary, or is experimental or investigational in nature
- e medical or surgical care which is cosmetic
- services or supplies which are performed or provided by the insured person, an immediate family member or a person who lives with the insured person
- a services or supplies which are provided while confined in a hospital on an in-patient basis
- a services or supplies which are not specified as a covered expense under this benefit

Continuation of Coverage

If a person is disabled when insurance under this Extended Health Care benefit terminates, covered expenses related to the treatment of the disability will continue to be payable by Manulife Financial, for up to 90 days. However, coverage will terminate if the disabled person becomes eligible for insurance under another group plan.

Your Group Benefits

You will be considered disabled if you are eligible for disability benefits under any other provision of this Group Benefit Program.

Your dependent will be considered disabled if he or she is receiving medical treatment from a physician and confined to a hospital or to his or her home.

Drug Benefit For Persons Who Reside In Quebec

If you and your dependents reside in Quebec, the following provisions apply to your drug benefit coverage.

Covered Drug Expenses

The following expenses are covered:

- drugs that are on the List of Insured Drugs that is published by the Regie de l'assurance-maladie du Quebec (RAMQ List), provided such drugs are on the list at the time the expense is incurred; and
- drugs that are listed as a covered expense in this Benefit Booklet, but are not on the RAMQ List.

Coverage for drugs on the List of Insured Drugs that is published by the Regie de l'assurance-maladie du Quebec (RAMQ List)

The following provisions apply only to the coverage of drugs that are on the RAMQ List. Coverage for all other drugs will be subject to the regular provisions included in this Benefit Booklet:

a) Benefit Percentage

Prior to the annual out-of-pocket maximum being reached, the percentage of covered drug expenses payable under this benefit will be as follows:

- i) For any drug on the RAMQ List which is not otherwise covered under the terms of this Benefit, the percentage payable is 75%.
- ii) For any drug on the RAMQ List which is covered under the terms of this Benefit, the percentage payable is the greater of:
 - the benefit percentage stated under The Benefit; and
 - 75%

After the annual out-of-pocket maximum has been reached, the percentage of covered drug expenses payable under this benefit will be 100%.

b) Annual Out-of-Pocket Maximum

The annual out-of-pocket maximum is the portion of covered drug expenses which must be paid by you and your spouse in a calendar year, before the percentage payable under this benefit will be 100%. Amounts that will be applied to the annual out-of-pocket maximum are:

- i) deductible amounts, and

Your Group Benefits

- ii) the portion of covered drug expenses that is paid by an insured person, when the percentage of covered expenses payable under this benefit is less than 100%.

The annual out-of-pocket maximum for you and your spouse is \$750 each, including those portions of covered drug expenses paid for your dependent children.

For the purposes of calculating the out-of-pocket maximum for you and your spouse, those portions of covered drug expenses paid for your dependent children will be applied to the person who is closest to reaching the annual out-of-pocket maximum.

c) **Deductible**

Deductible amounts (if any) for the drug benefit will apply, until the annual out-of-pocket maximum is reached. Thereafter, the deductible will not apply.

d) **Lifetime Maximums**

Lifetime maximums (if any) for the drug benefit will not apply. Drug coverage provided after the lifetime maximum stated under The Benefit is reached is subject to the following conditions:

- i) only drugs that are on the RAMQ List are covered, and
- ii) the percentage payable by Manulife Financial for covered expenses is 75%.

e) **Eligible Dependent Children**

Your eligible dependent children who are in full-time attendance at an accredited educational institution will be covered until the later of:

- i) the age specified in this Benefit Booklet (please refer to definition of child in the Explanation of Common Insurance Terms), and
- ii) age 26.

Drug coverage provided for dependent children after the age stated in this Benefit Booklet is subject to the following conditions:

- only drugs that are on the RAMQ List are covered, and
- the percentage payable by Manulife Financial for covered expenses is 75%.

f) **Termination Age**

Provided you are otherwise eligible for the drug benefit, the Termination Age (if any) for the drug benefit will not apply. Drug coverage provided after the Termination Age specified under The Benefit is subject to the following conditions:

- i) only drugs that are on the RAMQ List are covered,

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Your Group Benefits

- ii) a calendar year deductible of \$100/individual; \$200/family applies to covered expenses,
- iii) the percentage payable by Manulife Financial for covered expenses is 75%,
- iv) the Annual Out-of-Pocket Maximum is \$750, and
- v) the premium required for the drug coverage is the premium for Extended Health Care

Coverage for drugs that are listed as a covered expense in this Benefit Booklet but are not on the RAMQ List

Coverage for drugs that are listed as a covered expense under this Benefit but not on the RAMQ List will be subject to all the standard provisions included in this Benefit Booklet.

Dental Care

If you or your dependents require any of the dental services specified under Covered Expenses, your Dental Care benefit can provide financial assistance.

Payment of Covered Expenses is subject to any maximum amounts shown below under The Benefit and in the expenses listed under Covered Expenses.

Claim amounts that will be applied to the maximum are the amounts paid after applying the Deductible, Benefit Percentage, and any other applicable provisions.

The Benefit

Deductible - Nil

Dental Fee Guide - Current Ontario Fee Guide for General Practitioners

Benefit Percentage (Co-insurance)-

85% for Level I - Basic Services

85% for Level II - Supplementary Basic Services

Benefit Maximums

\$1,000 per calendar year combined for Level I and Level II

Termination Age - employee's age 65 or retirement, whichever is earlier

Waiting Period

none for employees hired on or prior to the Group Policy Effective Date

90 calendar days for all other employees

Covered Expenses

The following expenses are covered if they:

Your Group Benefits

- are incurred for the necessary dental care of an insured person while insured under this benefit
- are incurred for services provided by a dentist, a dental hygienist working under the supervision of a dentist, or a denturist working within the scope of his license
- are reasonable as determined by Manulife Financial, taking all factors into account, and
- do not exceed the fees recommended in the Dental Fee Guide, or reasonable and customary charges as determined by Manulife Financial, if the expenses are not listed in the Dental Fee Guide.

Alternate Treatment

Where any two or more courses of treatment covered under this benefit would produce professionally adequate results for a given condition, Manulife Financial will pay benefits as if the least expensive course of treatment were used. Manulife Financial will determine the adequacy of the various courses of treatment available, through a professional dental consultant.

Level I - Basic Services

- one unit of light scaling and one unit of polishing twice per calendar year, when the service is performed outside Quebec, or prophylaxis (light scaling and polishing) twice per calendar year, when the service is performed in Quebec
- oral exams, bitewing x-rays, and fluoride treatments (2 each per calendar year)
- initial oral hygiene instruction, plus one recall
- full-mouth x-rays every 2 calendar years
- routine diagnostic and laboratory procedures
- fillings, retentive pins and pit and fissure sealants
- space maintainers (appliances placed for orthodontic purposes are not covered)
- minor surgical procedures and post surgical care
- extractions (including impacted and residual roots)
- pre-fabricated full coverage restorations (stainless steel crowns), excluding crowns of porcelain fused to metal, acrylic, plastic, gold, porcelain and other substances
- denture repairs, relines and rebases
- consultations and anaesthesia
- injection of antibiotic drugs when administered by a Dentist in conjunction with dental surgery

Your Group Benefits

Level II - Supplementary Services

- surgical procedures not included in Level I (excluding implant surgery)
- periodontal services for treatment of diseases of the gums and other supporting tissue of the teeth, including:
 - scaling not covered under Level I, and root planing, up to a combined maximum of 16 units per calendar year;
 - provisional splinting; and
 - occlusal equilibration, up to a maximum of 8 units per calendar year
- endodontic services which include root canals and therapy, root amputation, apexifications and periapical services

Late Entrant Limitation

If you or your dependents become insured for dental benefits more than 31 days after you first become eligible to apply, the amount payable in the first 12 months of coverage will be limited to \$100 for each insured person.

Pre-Determination of Benefits

If the cost of any proposed dental treatment is expected to exceed \$300, Manulife Financial suggests that you submit a detailed treatment plan, available from your dentist, before the treatment begins. You can then be advised of the amount you are entitled to receive under this benefit.

Work in Progress When Coverage Terminates

Covered expenses related to dental treatment that was in progress at the time your dental benefits terminate (for reasons other than termination of the Group Policy or the Dental Care Benefit) are payable, provided the expense is incurred within 31 days after your benefit terminates.

Submitting a Claim

To submit a claim, you and your dentist must complete a [Dental Claim form](#) which is available from your Plan Administrator.

All claims must be submitted within 12 months after the date the expense was incurred. However, upon termination of your insurance, all claims must be submitted no later than 90 days from the termination date.

Subrogation (Third Party Liability)

If your dental expenses result from an injury caused by another person and you have the legal right to recover damages, Manulife Financial may request that you complete a subrogation reimbursement agreement when you submit a claim for such expenses.

Your Group Benefits

On settlement or judgement of your legal action, you will be required to reimburse Manulife Financial those amounts you recover which, when added to the payments you received from Manulife Financial, exceed 100% of your incurred expenses.

Exclusions

No Dental Care benefits will be payable for expenses resulting from:

- self-inflicted injuries
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion
- dental care which is cosmetic, unless required because of an accidental injury which occurred while the patient was insured under this benefit
- anti-snoring or sleep apnea devices
- broken dental appointments, third party examinations, travel to and from appointments, or completion of claim forms
- services which are payable by any government plan
- services or supplies provided by an employer's medical or dental department
- services or supplies for which no charge would normally be made in the absence of insurance
- treatment rendered for a full mouth reconstruction, for a vertical dimension or for a correction of temporomandibular joint dysfunction
- replacement of removable dental appliances which have been lost, mislaid or stolen
- laboratory fees which exceed reasonable and customary charges
- conscious sedation
- services or supplies which are performed or provided by the insured person, an immediate family member or a person who lives with the insured person
- implants, or any services rendered in conjunction with implants
- treatment which is not generally recognized by the dental profession as an effective, appropriate and essential form of treatment for the dental condition
- services or supplies which are not specified as a covered expense under this benefit

Your Group Benefits

Survivor Extended Benefit

If you die while your dependents are insured under this Group Benefit Program, Manulife Financial will continue the Extended Health Care and Dental Care benefits without payment of premium, until the earliest of:

- the date your dependent is no longer a dependent, according to the definition of dependent (see Explanation of Common Insurance Terms),
- the date similar coverage is obtained elsewhere,
- the date which is 2 years from your death, or
- the date the Group Policy terminates.

Weekly Income (Short Term Disability)

If you become Totally Disabled while insured and meet the Entitlement Criteria for this benefit, Manulife Financial will pay a disability benefit.

Definition of Totally Disabled

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of your own occupation.

The availability of work will not be considered by Manulife Financial in assessing your disability.

If you must hold a government permit or licence to perform the duties of your job, you will not be considered Totally Disabled solely because your permit or licence has been withdrawn or not renewed.

The Benefit

Benefit Amount - 60% of weekly earnings, to a maximum benefit equal to the Employment Insurance Maximum benefit amount

Qualifying Period - 119 calendar days, if the disability is due to an accident; 119 calendar days, if the disability is due to a sickness

- Benefits are payable from the end of the Qualifying Period. Benefits are not payable for or during the Qualifying Period.
- You must be receiving regular, ongoing care and treatment from a physician during the Qualifying Period in order for benefits to be payable at the end of the Qualifying Period. Otherwise, benefits are not payable until the date you are first treated by your physician.

Maximum Benefit Period - 17 weeks

Termination Age - age 65 or retirement, whichever is earlier

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Waiting Period

none for employees hired on or prior to the Group Policy Effective Date
90 calendar days for all other employees

Entitlement Criteria

To be entitled to disability benefits, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Qualifying Period.
- Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of your own occupation.
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial.

At any time, Manulife Financial may require you to submit to a medical, psychiatric, psychological, functional, educational and/or vocational examination or evaluation by an examiner selected by Manulife Financial.

Periods for Which You are Not Entitled to Benefits

You are not *entitled* to benefit payments for any period that you are:

- not receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial
- receiving Employment Insurance, maternity or parental benefits
- on lay-off during which you become Totally Disabled
- on leave of absence during which you become Totally Disabled, unless your employer is required to pay benefits during this period as a result of legislation, regulation or case law
- receiving benefits under an employer-sponsored salary continuance or wage loss replacement plan, or receiving temporary disability benefits from Workers' Compensation
- receiving earnings or payments from any employer, including severance payments and vacation pay
- incarcerated in a prison, correctional facility, or mental institution by order of authority of a criminal court

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Amount of Disability Benefit Payable

The amount of disability benefit payable to you is the Benefit Amount shown above reduced by any disability benefits you receive or are entitled to receive from the following source(s) for the same or related disability:

- any government motor vehicle automobile insurance plan or policy which is considered an allowable exclusion under the Employment Insurance Premium Reduction Regulations, unless prohibited by law

Subrogation

If your disability is caused by another person and you have a legal right to recover damages, Manulife Financial will request that you complete a subrogation reimbursement agreement when you submit your Weekly Income claim.

On settlement or judgement of your legal action, you will be required to reimburse Manulife Financial those amounts you recover which, when added to the disability benefits that Manulife Financial paid to you, exceed 100% of your lost income.

Tax Status of Benefits

The tax position of any payments you receive under this benefit depends on whether you or your employer pays the cost of the benefit.

If your employer pays a portion or all of the cost, then any disability benefit payments you receive will be taxable. If you pay the full cost of the benefit, then any disability benefit payments you receive will be non-taxable.

Payment of Disability Benefits

Disability benefit payments will be made weekly in arrears. Any payment for a period of less than one week will be made at a daily rate of one-seventh of your weekly benefit amount.

Termination of Benefit Payments

Your disability benefit payments will cease on the earliest of:

- the date you cease to be Totally Disabled, as defined under this benefit
- the date you work in any occupation for wage or profit
- the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of your own occupation
- the date you do not attend an examination by an examiner selected by Manulife Financial
- the date on which benefits have been paid up to the Maximum Benefit Period for this benefit

Your Group Benefits

- the date you retire
- the date of your death

Recurrent Disability

If you become Totally Disabled again from the same or related causes within 2 weeks from the end of the period for which Weekly Income benefits were paid, Manulife Financial will treat the disability as a continuation of your previous disability.

You will not be required to satisfy any applicable Qualifying Period again. The benefit payable to you will be based on your earnings as at the date of your previous disability. Benefits for all such recurrent disabilities will not be paid for a combined period longer than the Maximum Benefit Period for this benefit.

If the same disability recurs more than 2 weeks after the end of the period for which benefits were paid, such disability will be considered a separate disability.

Two disabilities which are due to unrelated causes are considered separate disabilities if they are separated by a return to work of at least one day.

Submitting a Claim

To submit a claim, you must complete the Weekly Income Claim form which is available from your Plan Administrator. Your attending physician must also complete a portion of this form.

A completed claim form must be submitted to Manulife Financial within 180 days from the end of the Qualifying Period.

Exclusions

No benefits are payable for any disability related to:

- any illness or injury which arises out of or in the course of employment, unless Workers' Compensation denies your claim because your disability is not recognized as resulting from employment
- self-inflicted injuries or illnesses
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion
- medical or surgical care which is not medically necessary
- the committing of or the attempt to commit an assault or criminal offence
- injuries sustained while operating a motor vehicle while under the influence of any intoxicant, including alcohol

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- abuse of addictive substances, including drugs and alcohol, unless you are actively participating and co-operating in an in-patient medical treatment program for substance abuse which has been approved by Manulife Financial

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