

**COLLECTIVE LABOUR
AGREEMENT**

BETWEEN :

EXELTOR INC.

hereinafter called the "Company"

AND :

**NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION
AND GENERAL WORKERS UNION
OF CANADA (CAW-CANADA)
AND ITS LOCAL 956**

hereinafter called the "Union"

**Effective as of May 3, 1995
to and including May 2, 1998**

1078001

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SECTION 1 - RECOGNITION

1.01 For the duration of this Agreement, the Company shall recognize the Union as the **sole** representative **for the production and maintenance** employees at its knitting needles plant located at 110 Rivière Street, Bedford, Québec; however, it shall not represent time keepers, management employees, **supervisors**, foremen, clerks, clerical workers nor **employees paid** on a weekly or monthly basis.

1.02 Except through mutual covenant between the parties, the tasks, duties, jobs or work assigned to the bargaining unit shall not, for the duration of this Agreement, be carried out by one or more employees outside of the bargaining unit.

1.03 The provisions of clause 1.02 shall not be interpreted as to prevent the employees outside of the bargaining unit from being occasionally assigned to tasks assigned to the bargaining unit in the following instances:

- a) training of employees or their initiation into the bargaining unit;
- b) unpredictable emergency situations where immediate action is required or whenever no employee from the bargaining unit is available;
- c) experimentation. In the case of long-term experimentation, the Union shall receive prior notice thereof.

1.04 Any work given to subcontractors by the Company and which is normally carried out by the employees cannot result in the lay-off of any employee covered by the Collective Agreement.

SECTION 2 - MANAGEMENT RIGHTS

2.01 Subject to the provisions and conditions specifically set forth in this Agreement, the Company shall manage the labour force, including, without in any way restricting the generality of the following, the right to hire, suspend and dismiss employees on sufficient and just grounds, the right to transfer and lay off employees due to lack of work, or for any other justifiable reason, and the right to determine the running and the operating method of the plant, the

Company being exclusively entitled to such rights.

SECTION 3 - NON DISCRIMINATION

3.01 No intimidation, threat, coercion or discrimination may be attempted or carried out by Management or by the Union against any employee on account of his **Union** membership or of his duties as a representative or **officer** or member of a Union committee or on account of his taking part in Union activities or on account of his role in a grievance or on account of his race, nationality, language, **social** origin, creed, colour, sex, pregnancy, sexual orientation, age, handicap, marital status or **political opinions**.

3.02 It is agreed that the use of the masculine in this Agreement includes the feminine or neutral, as the case may be.

SECTION 4 - UNION SECURITY

4.01 As a condition to continued employment, all present Union members must remain members in good standing of the **Union** and all new employees hired after this Agreement becomes effective must, at the time of hiring, become and remain Union members in good standing.

4.02 The Company shall deduct from the paycheque of each employee governed by this agreement the weekly union dues and the membership fee **stipulated** in the rules and **regulations** of the national union.

4.03 Every week, the company shall forward to the Union by cheque and if possible through direct deposit, **90%** of the amounts so deducted, including those of the membership fees. The amount **collected** from each employee, the employee's name and the **10%** of amounts due after adjustments made during the month of reference shall be forwarded at the latest on the seventh (7th) day of the month following the month of reference. The Union shall notify Management in writing of the amount set for Union dues and membership fees. Any change shall be applied sixty (**60**) days after notice to that effect has been given.

4.04 For new employees, clause 4.01 shall apply only after their

probation period has expired, except for Union dues which shall be deducted as of the first month of hiring.

4.05 The Company shall not be liable in any way regarding the use of moneys collected by the Union representative, and for errors made while computing such a deduction. If the Company should make an incorrect deduction, It shall reimburse the employee involved with the same amount deducted and It shall deduct such reimbursement from the next monthly cheque or from the direct deposit, sent to the Union. In the event that the Company does not make the necessary deduction, It shall deduct the double amount from the employee's following paycheque, until the amount owed to the Union shall have been paid in full. In order to determine whether a deduction has been correctly made or not, the grievance procedure may be applied.

4.06 The Company shall not be responsible for collecting fines, penalty dues or any other amount whatsoever which the Union requires of its members, over the above-mentioned monthly dues and It shall not be involved in any other manner whatsoever in the internal affairs of the Union.

4.07 In the course of his working hours, no employee shall be involved in any concern outside the requirements of his job, except for Union representatives or members of a Union committee who may be involved in activities specifically provided for in this Agreement.

4.08 The Company will enter the regular deductions for Union dues on the paycheque slip of each employee and it shall enter on the individual T4 and "Relevé 1" the total amount of Union dues deducted during that taxation year.

SECTION 5 - UNION ACTIVITIES

5.01 The Company hereby recognizes that the plant's Union Committee shall be delegated in the name of its employees to deal with any question regarding this Agreement or its application or its Interpretation, including negotiations for the renewal of this Agreement.

The plant's Union Committee shall be made up of five (5) employees

appointed by the Union, including a chairman, all assigned to the day shift.

5.02 The Company recognizes that the Union shall have the right to appoint representatives to handle grievances in their respective areas. The number of representatives must not be higher than eleven (11) and the Union shall provide the Company with the names of the representatives, seven (7) of the said representatives shall be taken from the day shift, two (2) representatives shall be taken from the second shift and one (1) representative shall be taken from the third shift. However should the number of employees exceed 275, the Union then may appoint a maximum of twelve (12) representatives.

For the purposes of this clause, areas shall be determined by mutual agreement between the parties and shall be listed in Appendix C of this Agreement and shall form an integral part hereof.

5.03 The members of the plant's Union Committee and the representatives shall be authorized, after having received the approval of their department heads, to leave their work station without any loss of salary, for a reasonable length of time, to fulfill their obligations as provided for in this Agreement or to attend meetings with the Company's representatives. Such an authorization shall not be withheld, unless excessive use is made of it.

Within the framework of his job, any member of the Union Committee or a representative who shall enter a department other than his own, must make his presence known ahead of time to the head of the department concerned.

5.04 The national representatives and/or the president of the local section shall have the right to attend all joint meetings taking place on the Company's premises, but they shall not have the right to enter the said premises during working hours to meet with employees without specific permission by Management. Such permission shall not be unreasonably withheld.

5.05 The Company shall allow the Union to post Union notices on the orange bulletin boards of the Company, provided that they be previously approved by the Human Resources office and that they be signed by the Union's appropriate representative.

5.06 The Union may appoint an alternate member to substitute for an absent member of the Union Committee or an absent representative. The Company will not recognize the alternate member unless it has been previously informed of his name by the Union.

5.07 A temporary leave of absence permit (without pay) for a maximum of two (2) weeks shall be granted to five (5) employees, at the most, to take part in Union conventions as well as other Union activities. Any request for such a leave must be made by the Union, in writing, at least five (5) days in advance.

The Company may grant to only one employee at a time a leave of absence permit without pay for an undetermined period to take part in Union activities or to represent the Union. Any request for such a leave must be made by the Union, in writing, at least two (2) weeks in advance. Any such request shall not be refused unreasonably.

The Company shall authorize the Union Committee and the shop representatives to meet once a month for one hour to discuss Union matters. The Company shall bear all costs incurred in connection therewith and pay the employees their respective regular hourly rate when the meeting is held during regular work schedules. A longer meeting may be authorized upon prior agreement between both parties.

5.08 Upon written request by the Union, the Company shall grant an employee a leave of absence permit without pay and for an unlimited length of time in order to allow him to fulfill his tasks as the Union's national representative. During this leave of absence, the employee shall not lose any acquired seniority nor his retirement credits nor his eligibility to holidays and vacation, but he shall continue to accumulate seniority only. In the event that the employee fails to return to his Job with the Company within sixty (60) days once his services are no longer required with the national Union, this default shall be deemed a complete termination of any and all employment relations with the Company and of any rights to rehiring for the employee. If within the above-mentioned period, the employee gives prior written notice of at least two (2) weeks, he shall be entitled to exercise his seniority rights for rehiring purposes. Not more than two (2) employees at any one time shall be entitled to a leave of absence pursuant to this clause.

5.09 The Company agrees to contribute to a special fund one

cent (1¢) per hour per employee for all hours worked in order to provide for **paid** Improvement leaves of absence. The said improvement leaves of absence aim at **improving** the employee's proficiency in the various aspects of Union activities. The **said** amounts shall be deposited every three months as of November 7, 1980 in a trust fund created by the TCA National Union, and they shall be sent by **the** Company to:

TCA Family Education Centre
CEP Training Fund
R.R. #1
Port Elgin, Ontario
N0H 2C5

Cheques must bear the **mention**:

TRAINING FUND FOR TCA DIRECTORS

Furthermore, the Company agrees to grant the members of the bargaining unit chosen by the **Union** to attend the above-mentioned improvement course, a leave of absence without pay for the twenty (20) days of the course, in addition to travelling **time**, if any: the said **leave** of absence shall take **place** over a period of twelve (12) months as of the first day of the leave. The employees to whom this leave shall be granted shall continue to acquire seniority and other benefits.

5.10 In the case of leaves of absence authorized in writing for Union **activities**, granted pursuant to this clause 5, the Company shall pay the employees their respective regular hourly rate for each hour of the said leaves of absence, and the Union shall reimburse the full amount to the Company upon being billed by the Company. In the cases provided for in the second paragraph of 5.07 and in clause 5.08, the Union shall reimburse the **full** amount, including the cost of **the** **benefits**.

5.11 The Company shall provide the Union with a suitable and quiet space where a desk, **chairs** and filing cabinets can be installed. The Company shall bear the telephone costs.

SECTION 6 - STRIKE OR LOCK-OUT

6.01 The Union covenants not to condone nor to authorize any strike, slow-down or other work stoppage by employees for the duration of this Agreement. The Company covenants not to authorize any lock-out against the employees for the duration of this Agreement.

6.02 The provisions of clause 6.01 shall not be interpreted as to limit the rights of the parties, as such rights are defined in the applicable sections of the Labour Code.

6.03 Whenever an employee or a group of employees shall refuse to enter the premises of any other employer involved in a work stoppage authorized by an accredited union, if a legal picket line is in place, it shall not be considered as a violation of this Agreement and shall not result in any dismissal or disciplinary action.

SECTION 7 - GRIEVANCES

7.01 A grievance shall mean any difference of opinion arising from the interpretation or application of this Labour Agreement, including any disciplinary action.

7.02 It is desirable to settle grievances as quickly as possible. Any employee who believes that his rights have been denied, may, after having discussed the matter with his immediate supervisor, whether by himself or with his Union representative, submit his grievance for an inquiry and settlement, during working hours, in accordance with the procedure described below.

7.03 First step: A grievance signed by the employee shall be submitted in writing to the immediate supervisor or his delegate by the employee's representative or by a member of the Union Committee in the presence of the plaintiff(s) or not.

Any grievance shall be submitted within ten (10) work days following the point in time when the employee and/or the Union gains knowledge of the cause for grievance.

The decision taken by the immediate supervisor or by his delegate shall be rendered in writing to the representative or to the Union

Committee member within five (5) work days following the submission of the grievance.

7.04 Second step: If the immediate supervisor or his delegate fails to render his decision within the time allowed or if the reply is not acceptable, the Union Committee must, within the next five (5) work days, request in writing a meeting with a Management representative for the Company to try to settle the grievance, and the employer must, within the next ten (10) work days, meet with the Union Committee.

The Management representative's decision must be rendered in writing to the Union Committee within ten (10) work days following the above-mentioned meeting.

The complainant, or one of the complainants if the grievance involves more than one employee, may attend the above-mentioned meeting in order to settle the grievance. The complainant shall not incur any loss of salary if such meeting is held during his regular work schedule.

7.05 A collective grievance shall mean an allegation made by the Union or by the Company to the effect that one party or the other has violated or misinterpreted this Labour Agreement. Such a grievance shall be submitted at the second step of the grievance procedure to a Management representative or to the Union Committee, as applicable. Failing a satisfactory settlement in either case, the grievance shall be submitted to an arbitrator in accordance with Section 8.

Both parties shall reply within the next five (5) days following the submission of the grievance.

7.06 Whenever a grievance shall involve several employees, the Union Committee shall proceed directly to the second step.

7.07 A technical error in the submission of a grievance shall not make it void.

7.08 Any agreement in the settlement of a grievance shall be in writing and signed by the parties.

7.09 The ~~time~~ limits set forth in **Sections 7** and **8** shall be strictly enforced and ~~failure~~ to comply therewith shall make the grievance void unless the parties agree in writing to extend them.

In the case that Management has failed to respond to the grievance submitted ~~within~~ the ~~time~~ limits set forth in this clause, the grievance shall be considered settled without prejudice as regards the settlement sought by the grievance.

7.10 Except for disagreements regarding the hourly rate or the team bonus of an employee, any settlement of a grievance including the payment of an amount of money shall not be retroactive beyond thirty (30) work days preceding the date of the ~~submisslon~~ of the grievance.

7.11 Whenever, in the course of the inquiry on a formal grievance, Management shall question an employee who has signed the grievance, the said employee must be accompanied by a representative or by a member of the **Union** Committee.

SECTION 8 - ARBITRATION

8.01 In the event that the grievance is not settled within the time limit set forth in clauses **7.04**, **7.05** and **7.06** one party may then, ~~within~~ thirty (30) work days following the end of the time limits mentioned above, notify the other party that it intends to refer the grievance to ~~arbltration~~, arbitration.

8.02 The following arbitrators, selected by the parties, shall take ~~turns~~ to act as arbitrators whenever grievances are referred to arbitration:

- Mr. Jean-Yves Durand
- Mr. Bernard Brody
- Mr. André Sylvestre

If the appropriate ~~arbitrator~~ is unable to hear the grievance for any reason whatsoever, the said ~~grievance~~ shall be referred to the next arbitrator ~~appearing~~ on the list and so on.

If none of the three (3) arbitrators is able to hear the grievance, the ~~parties~~ shall make every effort to agree upon another arbitrator and failing agreement ~~within~~ the next ten (10) work days, the **Union** or the

Company, as applicable, must request that the **Ministère du Travail** et de la **Main-d'œuvre** appoint another In stead.

Only one ~~single~~ grievance shall be submitted to arbitration at any one arbitration hearing.

8.03 The arbitrator shall be **bound** by and comply with all the terms of **this** Agreement and he shall not be empowered under any circumstances to arbitrate **if** he fails to apply any part of **this** Agreement, **or** by adding, deleting, or changing in any way whatsoever, any one of the provisions herein.

8.04 The **arbitrator's** fees and expenses **shall** be borne equally by the Company and by the Union. Beyond these costs, the Company shall be under no obligation to pay anyone for **time** spent **attending** a grievance **hearing**.

8.05 Subject to the restrictions set **forth** In **this** Agreement, the arbitrator's ruling shall **bind** the Company and the Union for the duration of **this** Agreement, unless the ruling, in some manner or other, violates the Law.

8.06 If the event giving rise to a grievance results In a loss of salary **and/or** other benefits, the arbitrator may **order** that such a loss, in whole **or** in part, be reimbursed **or** restored. in any discipline matter, the arbitrator may maintain, cancel or reduce the penalty, as he deems fair and equitable.

8.07 In the case of a grievance dealing with **disciplinary** action, including **dismissal**, the burden of the proof shall **lie** with the Company.

SECTION 9 - SENIORITY

9.01 Seniority shall mean the length of continuous service within the bargaining unit.

9.02 Management shall make a seniority and recall list. The said list shall **include** the names of all employees **entitled** to **seniority** who are on the job or laid off. The **said** list shall be posted for three **(3)** days every six months. A copy of the said list shall be provided by Management to each member of **the** Union **Committee**.

9.03

- a) An employee's seniority shall **not** count until he has completed an accrued period of sixty (60) days' work, either successively or **unsuccessively**, within the bargaining unit, and **thereafter**, his seniority shall start as of the beginning of **his present job**.
- b) The employee who accepts a position outside the bargaining unit is subject to a **probation** period of 12 weeks during which he shall continue to accumulate seniority. The employee may, during this period, return to the bargaining unit if he so chooses or if the Employer judges him unsatisfactory.

9.04 Whenever an employee with acquired seniority rights shall be away from work on account of an authorized **leave** or of disciplinary suspension, his seniority shall continue to accrue while he is away.

9.05 Whenever he shall be away from work on account of illness or accident dealt with by the Commission de Santé et de Sécurité au Travail (CSST), his seniority shall continue to accrue while he is away. However, he must return to work when the **physician(s) authorize(s)** such a return.

9.06 A laid off employee's seniority shall continue to accrue for a period of twelve (12) months, or for an uninterrupted period of **twenty-four (24) months** provided that he has **three (3) years** seniority or more, or **for** an uninterrupted period of thirty-six (36) months provided that he has five (5) years seniority or more.

9.07 An employee shall **lose** his seniority and his job whenever:

- a) He is **fired** on just and sufficient grounds and the **decision** is not amended or cancelled by **the** arbitrator;
- b) ~~He~~ voluntarily **quits** his job or **resigns**;
- c) He **is** absent from work for three (3) consecutive work days without notifying **the** Company, unless it is impossible for him to **do so**:

- d) He has been laid off by the Company for an uninterrupted period of over twelve (12) months, or for an uninterrupted period of over twenty-four (24) months provided that he has three (3) years seniority or more, or for an uninterrupted period of over thirty-six (36) months provided that he has five (5) years seniority or more, except as set forth in clauses 9.04 and 9.05;
- e) He refuses the recall to his former job or to any similar job or fails to give a reasonable and valid explanation for not returning to work within six (6) work days after the Company has sent a written notice by registered mail to this effect to the employee and to the Union.

This shall not allow the employee a week's time to decide whether to return to work or not. The employee must, within twenty-four (24) hours of being notified in writing, by registered mail, by the Company, either accept or refuse to return to his job so that the Company may be able to recall the other employees on the recall list, if necessary.

9.08 Seniority is the determining factor in cases of lay-off, recall, transfer, appointment to fulfill a vacant position and bumping, provided that the senior employee is qualified to perform the work involved, except as otherwise indicated in this Collective Agreement.

SECTION 10 - CURTAILMENT OF THE LABOUR FORCE

10.01 Before being laid off, an employee who has acquired seniority rights pursuant to the terms of this Agreement must receive advance notice of one week if he has less than one (1) year seniority. If he has one (1) year or more of service the employee must receive an advance notice of one (1) week per year of service up to a maximum of twenty-six (26) weeks or instead of an advance notice, the regular salary for a period equal to the advance notice.

10.02

- a) Any employee whose occupation is modified or abolished following a technological change, meaning a change of equipment or machinery, or if a new occupation is created following such a change, the employees affected will be entitled, by seniority ranking, to use their right to be trained by the Company so as to fill the new occupations and/or

the modified occupations. Priority for training will be given to the **most senior employee**. An employee who does not wish to use his right to be trained will not have a recall right and will be assigned to another occupation by the Company which is as similar as possible to his former occupation and salary rate. The **occupation so secured** shall immediately become the regular occupation of the employee.

- b) If there is a surplus of employees, the latter shall be transferred by **the** Company to any occupation that the employee is able to perform and which is as similar as possible to his former occupation and salary rate. Such an employee shall be **paid** the salary rate which is highest between his former occupation and the new occupation.

Moreover, the employee thus transferred remains the holder of the **position** from which he was initially transferred for a period of twelve (12) months and, should a vacant position **become** available, the employee may use his right to be **trained** by the Company in order to **fill** a new occupation and/or a modified occupation. The employee who refuses to use **his right** to be trained **becomes** holder of his actual occupation and his salary rate is **adjusted** accordingly.

- c) It is agreed by the Company and the Union that there shall be no lay-offs due to technological changes, meaning a change of **equipment** or machinery.
- d) Any modified occupation or any new occupation replacing an abolished occupation **is** part of the bargaining unit.
- e) The Company shall notify and hold **discussions** with the Union before implementing any of the measures surrounding the said technological changes.

10.03 Whenever it becomes necessary to curtail the labour force affected to one occupation or to lay-off employees, the following procedure shall be followed:

- a) The trainee in the said occupation **shall** be **first** affected,

- b) The employee transferred following the application of clause 15.04 on the said occupation will return to his permanent occupation.
- c) The less senior employee in the said occupation shall first be bumped.
- d) If a lay-off is necessary the temporary employees and the trainees shall be laid off first. Thereafter, the less senior employee in the Company shall be the first to be laid off.
- e) The bumped employee who cannot be laid off because of his seniority will be assigned by the Company to another occupation that he has already occupied or that the Company believes he is able to perform. The new occupation has to be as similar as possible to his former occupation and salary rate. The occupation so secured immediately becomes the regular occupation of the employee.
- f) If a vacant position becomes available the bumped employee maintains his right to be recalled to the regular occupation he had at the time of the bumping for a period of twelve (12) months.
- g) Employees who are bumped according to the above procedure shall be paid their regular hourly rate for a period of one hundred and twenty (120) work days, although the rate of their new occupation may be lower. Employees who are bumped to a higher-paid occupation according to the above procedure shall immediately receive the rate of the new occupation.
- h) An employee who is bumped to a new occupation shall maintain his seniority rights, in accordance with the provisions of this Agreement.
- i) Prior to laying off employees, the Company shall offer employees who are sixty (60) years of age or over, and in equal proportion to the number of employees to be laid off, the option of pre-retirement without penalty.

10.04 To ensure continuous operations, the Company may temporarily transfer a qualified employee to another occupation for a

maximum of thirty (30) consecutive work days, without affecting his salary rate and without resorting to the provisions of clauses 10 or 12, subject to clause 15.04. Should several employees in the same Occupation be qualified to perform the tasks of the occupation where the transfer is required, the Company shall take into account the seniority of the qualified employees of the said occupation, and, if necessary, the Company shall transfer the qualified employee with the least seniority in the said occupation.

10.05

- a) In case of curtailment of the labour force or lay-offs, only Union Committee members and shop representatives whose names shall be provided by the Union to the Company shall be granted preferential seniority. The said preferential seniority shall cease automatically when the concerned employee ceases to be a Union Committee member or a shop representative.
- b) in case of curtailment of the labour force or lay-offs, Union Committee members shall remain in the plant as long as there shall be one occupation that they are able to perform in the plant.
- c) In case of curtailment of the labour force or lay-offs, the shop representatives shall remain in their respective areas as long as there shall be one occupation that they are able to perform in the said areas.

SECTION 11 - INCREASE OF THE LABOUR FORCE AND RECALL

11.01 In the event of an increase in the labour force or recall, and before a vacant position is posted, the employees transferred under clause 10 who are within the plant and who maintain their right to be recalled to the available position for a period of twelve (12) months, return to their former occupation according to seniority.

11.02 In the event of an increase in labour force and before a vacant position is posted, the laid off employees whose names appear on the recall list must be recalled according to seniority by the Job Placement Committee to fill the said position before posting it in classes 5 and 6.

11.03 In the event of recall of laid-off employees whose names appear on the recall list, the Job Placement Committee shall take seniority into account, provided the employees meet the Job requirements to qualify and be selected in production classes 1 to 4 or in the skilled labour classes. The occupation thus secured immediately becomes the regular occupation of the employee.

11.04 Any employee whose name shall be on the recall list may refuse, without losing his seniority rights, to return to work temporarily if the period does not exceed thirty (30) days, or if he is sick or injured; in this latter event, he must provide the Company with proof of illness or injury in the form of a medical certificate and the Company reserves the right to make inquiries regarding such certificate.

11.05 An employee who is recalled to a lower-paid occupation than that which he held prior to being laid off maintains his right to be recalled to the said occupation for a period of twelve (12) months.

11.06 The Company must establish and maintain an up-to-date recall list. This list includes the names of all employees laid off with seniority recall rights. A copy of this list will be sent to the Union by the Company on a monthly basis. The names of employees laid off before the signing of this Agreement and that would be entitled under other clauses of this Agreement must be registered on the recall list.

11.07 For the purposes of this clause, all parties agree that the Union Committee members and shop representatives have preferential seniority pursuant to the provisions set forth in clause 10.05.

SECTION 12 - JOB POSTING

12.01 Jobs shall be posted whenever the Company wishes to fill a vacant position as the result of either an increase in the work force, an employee's definite departure, or the creation of a new position, with the exception of positions created further to technological changes.

The position of an employee who has been selected for a posted job is not deemed vacant and shall therefore not be posted.

12.02 An employee may, at any time, apply for a vacant position,

provided the latter is superior to the position already held. During the three (3) work days of posting, an employee who wishes to apply must write his name on the posting available on the boards reserved for that purpose.

For setter positions, only operators in that same occupation may apply for the vacant position.

A copy of the posting shall be given to the Union Committee.

12.03 All employees who have written their names on the posting shall be considered by the Job Placement Committee which will select the candidate.

The Job Placement Committee must apply the following regulations when selecting a candidate:

- a) A candidate must meet the Job requirements in order to qualify and be selected in classes 1 to 4 and skilled labour classes. In the event that more than one qualified employee meets the job requirements, seniority shall be the determining factor.
- b) For classes 2, 3 and 4, an employee having held a position in the same class as that of the posted job in the live (5) previous years shall be considered qualified.

A mechanical aptitude test shall be used to determine if an employee is qualified in the case of employees who have never held a position in the same class as that of the posted job.

- c) Seniority shall be the determining factor for class 5 positions.

12.04 It shall be deemed that the selected candidate has secured the vacant position as soon as he is notified by the Job Placement Committee.

The selected candidate who is hired for the position shall receive the necessary training to perform his duties.

12.05 Should an employee wish to change positions for a posi-

tion equal or inferior to that which he already holds, he must send a written request to that effect to the Job Placement Committee which shall assess the **motives** and **possibilities** for such a change.

12.06 Whenever an employee secures a position pursuant to this clause 12, he shall be entitled to choose his work shift **according** to his seniority.

SECTION 13 - DISCIPLINE

13.01 No complaint may be registered against an employee nor be used against him at any time unless the said employee or the Union has been notified thereof **in** writing within ten (10) work days of the date at which the Company gains knowledge of the incident or of the event **giving rise** to the complaint. Whenever an employee is subject to a **disciplinary** action, the employer shall notify him of his right to be accompanied by a **representative** or a committee member if he so wishes.

13.02 Any **disciplinary action** against an employee shall **auto-**
matically be voided after two (2) years and may not be referred to against such employee thereafter.

13.03 If any employee who has been or is on the point of being dismissed, suspended, laid off or otherwise the subject of disciplinary action taken by the Company, desires to lodge a complaint regarding that dismissal, **suspension**, lay-off or **disciplinary** action, he shall **be** authorized to do so through **his** representative or a **commit-**
tee member before being asked to leave the plant.

13.04 If any employee signs a document involving a **disciplinary** matter, he does it only to acknowledge the fact that he has thus been informed.

SECTION 14 - HEALTH AND SAFETY

14.01 The Company acknowledges its obligation to provide the employees with a healthful and clean working environment and to take any measures necessary to preserve the health and ensure the safety and physical Integrity of all its employees **during** working hours. The Union agrees for its part to cooperate with the **Company**

to that end and to promote sound health, safety and hygiene practices with the employees of the bargaining unit. The employee must comply with measures taken in this respect, or be subject to disciplinary action.

14.02 Unless specifically provided for in the Collective Agreement, the Company shall continue to supply and maintain free of charge the equipment, apparatus and the clothing which it provided to employees at the date of the signing of the Collective Agreement.

The same goes for any other equipment, apparatus or clothing which the Company or the Health and Safety Committee deems necessary thereafter.

14.03 The Company shall provide free of charge one pair of safety shoes per contract year to machinists, millwrights, maintenance employees and any other employee as deemed necessary by the Company or the Health and Safety Committee. The type of safety shoes shall be selected by the Company after consultation with the Health and Safety Committee.

14.04 Whenever the Company shall require wearing safety glasses (non-prescription or prescription lenses), the first pair shall be provided without charge to the employees.

If an employee damages or breaks his safety glasses in the ordinary course of duty in the plant, the Company shall contribute an amount equal to one hundred percent (100%) of the replacement cost, including, if any, the shade prescribed by the attending physician.

The employee whose prescription lens glasses must be replaced on account of falling eyesight shall be granted one hundred percent (100%) of the replacement cost, including, if any, the shade prescribed by the attending physician, for the duration of this Agreement.

An employee who refuses the safety frames provided by the Company shall receive compensation in the amount of twenty-five dollars (\$25.00).

An employee who refuses the security lenses provided by the Company shall receive compensation for a maximum amount of one hundred and twenty-five dollars (\$125.00).

Health and Safety **Committee** and Its **Duties**

14.05 The Company and the Union agree to set up a Health and Safety Committee made up of four (4) representatives appointed by the Company and of four (4) representatives appointed by the Union.

14.06 The Health and Safety Committee's **responsibilities** shall include, among other things:

- a) To ensure compliance with health and safety laws and regulations **as well as** any other health and safety rule prevailing in the plant.
- b) To **hold** meetings on a monthly basis or whenever **necessary** to discuss accidents which have occurred recently, or potential health and safety hazards, **as well as** the causes and means of prevention thereof, **as well as** to review environmental health conditions and to submit to the Company recommendations deemed appropriate.
- c) To be notified of fatal accidents or of serious Injuries and to inspect the scene of the accident and the equipment used wherever an **industrial** accident has occurred. The inspection shall be carried out by one Company representative and one Union representative who is on the Health and Safety Committee.
- d) To receive from the Company all **information** on the nature of hazards related to hazardous materials (**SIMDUT**) used in the work place **as well as** the safety measures to be taken and the appropriate antidotes and treatments.
- e) To appoint a Committee member to accompany the TCA health and safety representatives on Inspection rounds.
- f) To receive from the Company a copy of the literature relevant to the employees **of the bargaining** unit as to their health and safety as required by the CSST or by the inspection **department** of the **ministère du Travail et de la Main-d'oeuvre du Québec**.
- g) To promote, and participate in, the education and training pertaining to health, safety and hazardous materials used at work.

- h) To receive and process complaint related to health and safety within the plant according to a procedure to be established by the Health and Safety Committee.

14.07 The Union representative(s) on the Health and Safety Committee shall be authorized, after having been approved by their Department Head, to leave his work station, without loss of salary, for a reasonable length of time, to fulfill his obligations pursuant to paragraphs 14.06 a) and b) above.

Industrial Accidents

14.08 Whenever an employee is hurt in an accident on the job, he shall not suffer any loss in salary for the day of the accident. If he is sent home, to the hospital or to the doctor's the Company shall bear the additional travelling expenses.

14.09 Whenever an employee who has been hurt on the job must, after returning to work, return to see the doctor or to the hospital, either for a check-up or for treatment, the Company shall provide, without charge, the necessary means of travel and that, without any loss of salary to the employee concerned.

14.10 Whenever an employee suffers an Industrial accident in accordance with the Law on Industrial Accidents, he is entitled to an advance in salary equivalent to the benefits paid by the C.S.S.T. from the time of the incident and until he receives the benefits from the C.S.S.T. on a regular basis.

Prevention Representative

14.11 The Company recognizes a prevention representative to take charge of prevention for the whole plant. The prevention representative is assigned to the day shift and is chosen from among the four (4) members of the Health and Safety Committee designated by the Union.

SECTION 15 - SALARY RATES AND JOBS

15.01 All jobs and their corresponding salary rates on which the

parties hereto have agreed shall be listed in Appendixes A and B which shall form part of these present.

15.02 Each employee must be paid the salary rate provided in Appendix "A" for his occupation.

15.03 The company shall pay no employee at a rate which is higher than the maximum rate set forth for the classification to which he belongs.

15.04 The necessity to transfer employees temporarily from time to time is considered obvious, and the Company shall be exclusively entitled to rights of transfer, provided that the transfer not be incompatible with the provisions of this Agreement. However, any transfer shall be prohibited which can be deemed eventually discriminating against an employee, or which is eventually detrimental to the physical well-being or safety of an employee. Any employee refusing a standard transfer under this Agreement shall be liable to disciplinary action.

Any employee transferred in application with the above-mentioned paragraph to a job at a lower rate than his regular job shall keep the salary rate of his job.

Any employee transferred in application with the above-mentioned paragraph to a job with a higher rate than his regular job shall immediately be paid the maximum rate set for that job.

15.05 If an employee comes to work without having received prior notice not to come and if there is no work or less than four (4) work hours at his regular job, he shall be offered replacement work for at least four (4) hours. If production is interrupted on account of a power failure, the employees who shall have worked for at least four (4) hours shall be remunerated at the said regular rate as of the beginning of the power failure until the time they are sent home.

However, the provisions of this clause shall not apply in the event of a complete work stoppage in the plant or in a department in all cases of force majeure. A snowstorm is not considered a force majeure.

15.06 The following details described by the Law on Labour Standards will appear on the paycheque slips:

- 1) name of employer

- 2) name and surname of employee
- 3) identification of employee's job
- 4) date of payment and corresponding working period
- 5) number of hours paid at the regular rate
- 6) number of hours of overtime paid with applicable premium
- 7) salary rate
- 8) nature and amount of bonuses and premiums
- 9) amount of gross salary
- 10) nature and amount of deductions
- 11) amount of net salary paid to employee

15.07 An employee that is laid off, dismissed or leaves of his own free will must receive money owing him and his personal items during the week following his departure. Correction of errors on any employee's pay shall be done the week following the error notice.

15.08 Wages are paid by cheque weekly or by direct-deposit at the choice of the employee, every Thursday morning at 10:00. For employees in the night shift, the cheques are available from 07:00. Whenever a statutory holiday occurs during the week, the Company shall give the paycheques as soon as they are available or no later than Friday morning at 10:00.

SECTION 16 - COST OF LIVING ALLOWANCE

16.01 The cost of living allowance shall be computed at a rate of .01 cent per hour worked for each increase of .5 tenths of a point in the Consumer Price Index as reported by Statistics Canada (index 1981 = 100), to a maximum of .10 cent per year.

Three-month reference periods will be used for the purposes of the calculation and the adjustment will be effective the 1st day of the second month following the end of the reference period.

Reference Period	Date of Adjustment
May, June, July 1995	September 1, 1995
August, September, October 1995	December 1, 1995
November, December 1995 and January 1996	March 1, 1996
February, March, April 1996	June 1, 1996

May, June, July 1996	September 1, 1996
August, September, October 1996	December 1, 1996
November, December 1996 and January 1997	March 1, 1997
February, March, April 1997	June 1, 1997
May, June, July 1997	September 1, 1997
August, September, October 1997	December 1, 1997
November, December 1997 and January 1998	March 1, 1998
February, March, April 1998	June 1, 1998

For the purposes of this Agreement, the above-mentioned adjustments as cost of living allowances shall be Incorporated into the salary for the computation of pay, overtime, statutory holidays, vacations, paid leave of absence, etc.

SECTION 17 -WORK SCHEDULES, WORK SHIFT AND OVERTIME

17.01 The regular work week shall begin at 7:00 a.m. on Monday and shall consist of five (5) days, from Monday to Friday, Inclusively.

SCHEDULE FOR ONE (1) SHIFT

Monday	7:00 to 12:00	13:00 to 16:00
Tuesday	7:00 to 12:00	13:00 to 16:00
Wednesday	7:00 to 12:00	13:00 to 16:00
Thursday	7:00 to 12:00	13:00 to 16:00
Friday	7:00 to 12:00	13:00 to 16:00

SCHEDULE FOR TWO (2) SHIFTS

Day shift

Monday	7:00 to 12:00	13:00 to 16:00
Tuesday	7:00 to 12:00	13:00 to 16:00
Wednesday	7:00 to 12:00	13:00 to 16:00
Thursday	7:00 to 12:00	13:00 to 16:00
Friday	7:00 to 12:00	13:00 to 16:00

Evening shift

Monday	16:00 to 2:00
Tuesday	16:00 to 2:00
Wednesday	16:00 to 2:00
Thursday	16:00 to 2:00
Friday	DAY OFF

SCHEDULE FOR THREE (3) SHIFTS

First shift

Monday	8:00 to 12:00	12:30 to 16:00
Tuesday	8:00 to 12:00	12:30 to 16:00
Wednesday	8:00 to 12:00	12:30 to 16:00
Thursday	8:00 to 12:00	12:30 to 16:00
Friday	8:00 to 12:00	12:30 to 16:00

Second shift

Monday	16:00 to 12:00
Tuesday	16:00 to 12:00
Wednesday	16:00 to 12:00
Thursday	16:00 to 12:00
Friday	16:00 to 12:00

Third shift

Monday	12:00 to 8:00
Tuesday	12:00 to 8:00
Wednesday	12:00 to 8:00
Thursday	12:00 to 8:00
Friday	12:00 to 8:00

An employee required to work on the evening **shift** is entitled to be paid for half an hour of **meal time**.

Whenever the three (3) work shifts are in operation the employees required to work on these shifts are entitled to be paid for half an hour of meal time.

The regular work schedule mentioned above shall not be subject to

change, except after mutual agreement between the two **parties**.

Employees who must leave the plant for meal **time** shall punch their **time** card before leaving the plant, except when leaving to get **to** the outside area provided by the Company for **meal** purposes.

If an employee **is** late **in** returning to work after the 30-minute meal period, he **automatically** **loses** his paid half-hour and his minutes of lateness.

17.02 Subject to prior agreement with the Union, if it **is** avoidable to lay off employees by **cutting** down working hours to less than **forty** (40) hours, without falling below thirty-five (35) hours per week for a maximum **period** of **five** (5) **consecutive** work days during the course of three (3) **consecutive** months, or by transferring employees to other **similar** jobs, it shall be possible to cut down working hours or to transfer employees. If employees are thus transferred, the said transfers shall be made according to **seniority**. If no similar jobs are available, the transfers to other jobs shall be made on the jobs affected, except that **certain** employees with more **seniority** shall be **entitled** to secure the job through the usual **seniority** procedure until the laid off or transferred employees are recalled to work.

If any job where lay-offs, bumpings or transfers have been resorted **to**, as opposed to lay-offs only, the working hours may not be **extended** beyond **forty** (40) hours per week as long as an employee shall be entitled to recall or to retransfer to that job except in those instances where:

- a) temporary leaves granted to employees in that job on account of **vacation** or illness shall result in emergency overtime of a maximum duration of **eight** (8) hours per week;
- b) a** total of less than four (4) hours per day is occasionally required in the **occupation** affected for overtime work requirements essential to the operations. However, under no circumstances shall overtime exceed eight (8) hours per week.

17.03 An employee who is asked by the Company to change **shifts** must be **notified** **forty-eight** (48) hours prior to the start of his

new shift; otherwise, the employee shall be paid at the overtime rate for the first shift of his new schedule. (This provision shall not apply to voluntary shift changes agreed upon between two employees after having received approval from the foreman).

17.04 The Company accepts the principle of preferential shift assignment for employees on the basis of seniority and it shall make every effort to apply this policy. The parties hereto agree that the demands made to maintain production at the required standards of quality and quantity, and that the adequate training of new employees shall be factors to be considered, among others, which may necessitate changes while assigning employees to a work shift on the basis of seniority.

17.05 A bonus of forty cents (40¢) per hour shall be paid to employees working on the second shift and a bonus of sixty cents (60¢) per hour shall be paid to employees working on the third shift.

17.06 Employees shall be entitled to their regular salary rates increased by one-half for all hours worked beyond eight (8) hours per day from Mondays to Fridays, except for employees working on the evening shift of the two-shift schedule, whose regular salary rates shall be increased by one-half for all hours worked beyond ten (10) hours for Mondays, Tuesdays, Wednesdays and Thursdays.

Employees shall also be entitled to that bonus for all hours worked on Saturdays and/or for all hours worked on Fridays on the evening shift of the two-shift schedule.

Any hours worked on Sundays must be paid at twice the regular salary rates.

17.07 Except in an emergency, an employee who is called upon to work overtime must be notified at the first opportunity during the shift scheduled two (2) days before the day he is expected to work overtime. Employees who are called upon to work overtime may be excused, provided that they give, in order to justify their refusal to do such work, a reason deemed satisfactory by the Company during the shift preceding the shift in which they are expected to carry out the said overtime work.

17.08 Overtime work shall first be offered to the employees available within the occupation set forth in Appendix A on a voluntary and

fair basis, according to seniority and as long as the required number of available employees volunteer. Whenever the required number is not available and additional employees are required, overtime work shall be offered to the qualified employees available in the plant on a voluntary and fair basis, according to seniority and as long as the required number of available qualified employees volunteer. Whenever the required number is not available and additional employees are required, overtime work shall be assigned in the reverse order of seniority to employees in the plant who are qualified to carry out the required overtime work. However, no employee shall be required to work more than a total number of ten (10) hours of overtime over any consecutive four-week (4) period.

The employees have to carry out the overtime work in their occupations, when available and offered to them, before accepting or requesting any other overtime work.

The Company shall maintain monthly a list of employees who volunteer for the overtime work required for maintenance. The overtime work required for maintenance shall be offered to employees who put their names on the list according to seniority and on a fair basis. Any employee whose name is on the list and who refuses to carry out the overtime work required for maintenance shall wait until all other listed employees have been solicited before being offered further overtime work.

Should the Company fail to take into account seniority and qualifications in distributing overtime work, it shall give the employee affected the opportunity to carry out further overtime work. Whenever a second mistake affecting the same employee is made within a six-month (6) period, the Company shall pay such employee for the overtime he would normally have done had it not been for such mistake.

17.09 The employee who is called back to work after his regular work day and who has left the plant shall be paid for that emergency recall for at least three (3) hours at time and one-half (1 1/2) of his rate; or on Sundays, at twice the rate.

SECTION 18 - HOLIDAYS

18.01 The Company binds itself to recognize the following days as paid holidays: Good Friday, Dollard Day, St-Jean-Baptiste Day, Confederation Day, Labour Day, Thanksgiving, Christmas Eve, Christmas Day, the three (3) days after Christmas, New Year's Eve and New Year's Day.

18.02 Any work carried out during one of the holidays (except if the work is normally included in the shift immediately preceding or following the holiday) shall be remunerated at twice the average regular hourly rate of each employee, in addition to the holiday pay to which the employee is entitled.

18.03 The holidays mentioned above shall be deemed paid holidays under the following conditions:

- 1) The employee must have worked at least seven (7) hours on the work day immediately preceding the holiday or at least seven (7) hours on the day following the holiday, unless he has been authorized to be absent by the Company or unless he provides a valid explanation for his absence, or unless he has been prevented from working, his whole shift because his hours scheduled were shorter or unless he has been laid off as of the work day immediately following the holiday, according to schedule.
- 2) The pay for each holiday shall be the regular salary rate multiplied by the number of regular hours scheduled for the day on which the holiday is celebrated.
- 3) If one of the holidays falls on a Saturday or Sunday, the holiday shall be postponed, for the purposes of this Agreement, to the following Monday or the following day as the case may be.
- 4) In case a premature closing of the plant should occur before the Christmas holidays or even following a mass lay off, the remuneration for the said holidays will be 2.8% of earnings from January 1st, of the current year to date of premature closing of the plant. Employees at work at the time of the mass lay off or premature closing of the plant will be eligible for the payment of the Christmas holidays on the first week following said holidays.

18.04 This clause shall not be applied so as to grant the employee a higher pay than that which he would normally receive under group Insurance and C.S.S.T. benefits.

SECTION 19 - PAID VACATIONS

19.01 The plant shall be shut down to allow annual vacation during the two (2) last full weeks of July and the following week. In **1995**, the plant shall be shut down from July **15, 1995**, to August **6, 1995** inclusively. In **1996**, the plant shall be shut down from July **13, 1996**, to August **4, 1996** inclusively. In **1997**, the plant shall be shut down from July **11, 1997**, to August **3, 1997**, inclusively.

19.02 Employees who, on June 1st, of the year in progress, shall have completed less than one (1) year of uninterrupted service with the Company shall receive a vacation allowance as provided for in the appropriate regulations of the Province of Québec.

19.03 Employees who, on June 1st, of the year in progress, shall have completed one (1) year of uninterrupted service with the Company shall be granted a two (2) weeks paid vacation per year. The payment of the said vacation shall be equal to two (2) weeks salary or four percent (4%) of their gross earnings during the preceding twelve (12) months prior to June 1st, of the year in progress, if the later amount is higher than the former.

19.04 Employees who, on June 1st, of the year in progress, shall have completed five (5) years of uninterrupted service with the Company, shall be granted a three (3) weeks vacation per year. The payment of the said vacation shall be equal to three (3) weeks salary or six percent (6%) of their gross earnings during the preceding twelve (12) months prior to June 1st, of the year in progress, if the latter amount is higher than the former.

19.05 Employees who, on June 1st, of the year in progress, shall have completed ten (10) years of uninterrupted service with the Company shall be granted a four (4) weeks vacation per year. The payment of the said vacation shall be equal to four (4) weeks salary or eight percent (8%) of their gross earnings during the preceding twelve (12) months prior to June 1st, of the year in progress, if the latter amount is higher than the former.

19.06 Employees who, on June 1st, of the year in progress, shall have completed twenty (20) years of uninterrupted service with the Company shall be granted a five (6) weeks vacation per year. The payment of the said vacation shall be equal to five (5) weeks salary or ten percent (10%) of their gross earnings during the preceding twelve (12) months prior to June 1st, of the year in progress, if the latter amount is higher than the former.

19.07 Employees who, on June 1st, of the year in progress, shall have completed thirty-five (35) years of uninterrupted service with the Company shall be granted a six (6) weeks vacation per year. The payment of the said vacation shall be equal to six (6) weeks salary or twelve percent (12%) of their gross earnings during the preceding twelve (12) months prior to June 1st, of the year in progress, if the latter amount is higher than the former.

19.08 The vacation pay for an employee shall be computed as straight time on the basis of his regular hourly rate on June 1st, of the year in progress.

19.09 As far as vacations are concerned, one (1) week shall comprise forty (40) hours.

19.10 An employee who has left the Company, or who has been dismissed or laid off after having completed less than one (1) year of uninterrupted service but more than one (1) month with the Company shall be entitled to four percent (4%) of the salary earned. An employee who has one (1) year of uninterrupted service shall be entitled to four percent (4%) of the salary earned; he shall be entitled to six percent (6%) if he has more than five (5) years of service; eight percent (8%) if he has more than ten (10) years of service; ten percent (10%) if he has more than twenty (20) years of service; and twelve percent (12%) if he has more than thirty-five (35) years of service. The payment shall be made upon termination of employment.

19.11 Vacations that are not taken as set forth in clause 19.01 above must be taken between June 1st, of the year in progress and May 31st, of the following year. The choice of vacation periods shall be made on the basis of seniority ranking within each occupation providing that no more than five percent (5%) of employees are absent for holidays per occupation (1 person minimum). In addition, an advance notice of one (1) month is required for holiday planning.

19.12 The employee must receive his vacation pay before leaving on vacation, which shall include the amount due for the vacation he is taking. The vacation pay shall be settled on a cheque distinct from the regular pay cheque.

19.13 If one or another of the holidays mentioned in clause 18 should occur during an employee's vacation, the said employee shall be entitled to an additional vacation day paid at his regular salary rate.

19.14 An employee who is absent on account of illness or accident while he planned to be on vacation may take his vacation immediately after said absence, or in accordance with clause 19.11.

19.15 An employee who retires during the current year shall receive the higher of the two amounts, be it the percentage accruing to the salary earned during the current year or the vacation pay based on the amount of uninterrupted service during the current year.

SECTION 20 - FURTHER LEAVES

20.01 Any employee shall be granted a funeral leave of five (6) calendar days without loss of salary in the event of the death of a spouse or a child to whom the employee is the genetic parent or the legally adoptive parent, or a child of his spouse.

Any employee shall be granted a funeral leave of three (3) calendar days without loss of salary in the event of the death of his father, mother, brother, sister, father-in-law (father of his spouse), mother-in-law (mother of his spouse), brother-in-law, sister-in-law, a grandparent, a grandchild, or any other relative residing in the employee's home.

The days shall be applied as follows:

- 1) If the employee learns of the death prior to his work shift, the days are calculated from the date of death.**
- 2) If the employee learns of the death during or after his work shift, the days are calculated from the day following the death. In the case where the employee learns of the death during his work shift, he may leave work immediately with-**

out any loss of salary for the remainder of that work shift.

- 3) The work days of the said leave** may be **split** after notifying the employer. Such **splitting** shall be applicable **until** the day of burial.

Any employee shall be granted a **one-day (1)** leave without loss of salary, on the day of the funeral, in the event of the death of a **son-in-law**, daughter-in-law, stepfather (his mother's second husband), stepmother (his father's second wife), or a grandparent of his spouse.

This provision must not be **applied** so as to grant the employee a higher pay than **that** which **his** regular work schedule would have allowed **him** to earn.

20.02 Whenever an employee is called for jury duty during **his** regular work hours, the duration of his absence shall be considered as worked hours and he shall be remunerated for that time, **his** jury duty remuneration **being** deducted from his regular salary.

20.03 In the event **that** an employee should be called by the Company to appear before a **law** court, the time spent for that purpose shall be considered as hours worked in as much as he would have worked **if** he had not had to appear in court. Consequently, he shall be **paid** at the appropriate rate.

20.04 Upon written request, an employee may obtain an unpaid leave of absence **permit** without **loss** of seniority for a **period** not exceeding three (3) months, provided such a request is made for a reasonable motive five (5) days in advance. When circumstances so justify, a leave of absence **permit** may also be granted retroactively. Such a request shall not be refused without a reasonable motive, the burden of proof thereof **lying with** the Company.

20.05 The Company shall grant a physical disability leave of absence upon presentation of a disability **certificate signed** by a physician. The said **certificates** are granted for a maximum **period** of thirty-six (36) consecutive months. However, the Company reserves **the** right to verify every **six (6)** months the legitimacy of the absence.

The Company may occasionally require a disability extension certificate during the leave. The **physical disability** certificates shall expire

automatically at the end of the **first** week following the termination of the disability. Nothing in **this** clause shall in any way whatsoever **limit** the right of the Company, subject to the grievance settlement procedure, to take all measures it deems necessary with **regards** to an employee whose physical condition or repeated sickness leaves prevent him from maintaining regular attendance or from performing **satisfactorily** all the tasks of his Job. Upon **returning** from the **said** leave, the employee shall be reinstated in **his** former job if he is able to perform it adequately. If he cannot do the work, the Company shall **notify** the Union of any new **assignment**.

20.06 An employee who fails to return to work immediately upon the expiry of **his** leave of absence **without** pay shall be deemed to have voluntarily **quit** his job, unless he gives a satisfactory explanation to justify his failure to return to work.

20.07

- 1) In case of pregnancy, the employee shall be granted a leave of absence without pay; if **she** so requests, the leave of absence may **begin** at the sixth (6th) month of pregnancy and may expire three (3) months after she has given birth.
- 2) From the sixth (6th) week preceding the scheduled birth date, the employer may require in writing from the pregnant employee who is still at work a medical certificate **certifying** that she is able to work. Should the employee refuse or **omit** to provide the said certificate **within** eight (8) days, the employer may force her to start her **maternity** leave immediately upon a written notice, with grounds, to that effect.
- 3) When there **is** a risk of **miscarriage** or a risk to the health of the mother or the baby which is attributable to the pregnancy and requires the mother to stop working, the employee shall be **entitled** to a special **maternity** leave if prescribed by a medical certificate **certifying** the existence of the risk. The maternity leave may then start before the sixth (6th) month of pregnancy without affecting the date of return to work.
- 4) In cases of natural or induced **miscarriage**, the employee shall be **entitled** to a maternity leave not exceeding three (3) weeks.

- 5) The employee who sends her employer, before the expiry date of her **maternity** leave, a notice accompanied by a medical certificate certifying that her health **or** the health of her baby **requires** an extension of **her** maternity leave, shall be entitled to extend her **maternity** leave for up to six (6) weeks after **the third** (3rd) month following the birth.
- 6) The employer may **require** the employee who returns to work within two (2) weeks following the birth to provide a medical certificate certifying that she is well enough to go back to work.
- 7) Upon expiry of the maternity leave, the employer shall **reinstate** the employee in her regular position with **all** the benefits which would have been granted to her had she been at work.
- 8) The right of the employee to the **social** benefits recognized in her workplace shall not be affected by her maternity leave, subject to the regular payment of any applicable contributions of which the employer pays **its** share.
- 9) If the regular **position** of the employee no longer exists upon her return, the employer shall grant her all **the** rights and **privileges** to which she would have been entitled had she been at work when her **position** was abolished.
- 10) **Whenever** the employer shall make any lay-off which would have included the employee had she been at work, such employee shall have the same rights, with respect, among other things to a recall, as the other laid-off employees.
- 11) **This** section is not intended to grant an employee a benefit which would not have been granted to her had she been at work.

20.08 Upon termination of a maternity leave, the employer shall **reinstate** the employee as provided for in the Collective Agreement with all the privileges and **benefits** as set forth in **the** Collective Agreement including the salary to which she would have been entitled had she been at work.

SECTION 21 - INSURANCE

21.01 The group Insurance plan, the benefits of which are set forth in Appendix E, shall remain in effect for the duration of this Agreement. The said plan forms an integral part of this Agreement and shall not be modified without the consent of both parties. Within thirty (30) days following the signing of this Labour Agreement, the Company shall remit a copy of the master group insurance policy to the Union.

21.02 Whenever the Insurer has not paid accident-sickness benefits within two (2) weeks of the date on which a medical certificate has been presented, the Company, at the employee's request, shall advance him the weekly benefits he is entitled to until he is regularly paid such benefits.

21.03 The Company shall not be bound to take part, in any way whatsoever, to protests bearing on claims made by employees with regard to the Insurance plans set forth above. Such protests shall be argued and settled between the employee and the Insurer and they shall not be submitted to the grievance and arbitration procedure as provided for in this Agreement between the Company and the Union. However, the Company shall put forth its best efforts to see that the Insurer fulfills his obligations completely.

21.04 The Company shall not be bound to subscribe in any way whatsoever, to any part of the Insurance plans mentioned above on behalf of employees who have not yet completed their probation period.

21.05 The Company shall not be bound to provide any type of Insurance whatsoever for anyone who has ceased or who, eventually ceases to be actively employed by the Company, except for retired Company employees for whom the Company subscribes to and pays for a life Insurance of two thousand dollars (\$2,000).

21.06 The Insurance plans mentioned above shall be maintained, the Company bearing the full cost, in the case of any employee who is away from work as a result of illness or accident, or in the case of a laid-off employee; however, it is understood that the Company's contribution shall cease in the event that the lay-off extends beyond thirty (30) days.

21.07 The Company shall provide a long-term total disability insurance plan **granting** an employee sixty percent (60%) of his salary, effective at the expiry of sickness and accident benefits, the payments thereof continuing **for the** entire duration of the total disability.

SECTION 22 - PENSION PLAN

22.01 For service accumulated before May 2, 1995, the plan shall ensure the payment of a monthly retirement pension of fourteen dollars (\$14.00) per month, multiplied by the number of years of service credited to the employee, the maximum thereof being unlimited. Eligible employees shall be those who have reached the age of sixty-five (65) and who have ten (10) years of credited service or more and whose employment with the Company has terminated.

For service accumulated between May 3, 1995, and May 2, 1996, the pension payable shall be sixteen dollars (\$16.00) per month.

For service accumulated between May 3, 1996, and May 2, 1997, the pension payable shall be eighteen dollars (\$18.00) per month.

For service accumulated between May 3, 1997, and May 2, 1998, the pension payable shall be twenty dollars (\$20.00) per month.

22.02 Any employee shall also be entitled to take early retirement at the age of fifty-five (56) provided that he has at least ten (10) years of credited service but his pension shall be reduced by six-tenths (6/10) of one percent (1%) for each month of difference between his age and the age of sixty-five (65) or, at his discretion, he may defer his pension and start receiving it at the age of sixty-five (65).

An employee who takes early retirement and who is sixty (60) years old or older shall have his pension reduced by four percent (4%) for each complete year of difference between his age and the age of sixty-five (65). Any fraction of a year shall be prorated.

22.03 Furthermore, an employee with fifteen (15) years of credited service or more with the Company and who is totally and permanently disabled may retire, provided that he has reached the age of fifty (50), but the pension, in such a case, shall be deducted from

the amount of any occupational accident benefits which are payable to him.

22.04 An employee with ten (10) years of ~~service~~ and whose ~~employment~~ terminates shall become eligible to a deferred retirement pension payable at the age of ~~sixty-five~~ (65).

22.05 A ~~joint~~ committee shall be established by the Company and the Union ~~to~~ determine an employee's rights to receive a ~~pension~~, to decide on applications for pensions, to revise and communicate ~~relevant~~ information pertaining to the pension plan system; otherwise, the Company shall be solely in charge of the plan, its ~~control~~ and administration, and it shall set forth the ~~rules~~ and ~~regulations~~ which it deems necessary to operate and manage the plan ~~efficiently~~.

The pension plan shall be negotiable concurrently with this Agreement, shall form part hereof and shall expire concurrently herewith.

22.06 The pension plan signed on March 11, 1965 must be reviewed and renewed for a duration similar to that of the Labour Agreement.

22.07 The ~~t e n s~~ of the general ~~pension~~ plan shall be simultaneously set forth in the French and ~~English~~ languages.

SECTION 23 - MISCELLANEOUS

23.01 Each employee shall be given a copy of ~~this~~ Agreement in French and In English, as soon as possible after the ~~signing~~ thereof. Only the French version shall be deemed ~~official~~. The Company shall provide the Union with fifty (50) ~~copies~~ of this Agreement.

23.02 At the signing of this Agreement, the Company shall provide the Union with a list of all the ~~bargaining~~ unit employees, including their names, ~~dates~~ of birth, punch card numbers, dates of seniority, ~~occupations~~ and salary rates. The Union shall be notified on a monthly ~~basis~~ of any changes made to the ~~said~~ list and shall be provided with a complete revised ~~version~~ thereof every ~~six~~ (6) months.

23.03 The Company shall ~~provide~~ the Union with a list of foremen and it shall notify the same of any changes to occur thereafter.

23.04 The lateness record in terms of minutes shall accrue on a weekly basis and the employee's paycheque shall be adjusted to the nearest fifteen (15) minutes. Whenever an employee shall have accrued more than seven (7) minutes lateness, the employee shall be penalized for fifteen (15) minutes on his paycheque; however, these seven (7) minutes may be spread out on the employee's weekly paycheque period. Whenever an employee is twenty-three (23) minutes late after the beginning of his shift, he shall be penalized for thirty (30) minutes. The following chart explains the method set forth above:

A total of:

01 to 07 minutes late per week
08 to 22 minutes late per week	• 15 minutes
23 to 37 minutes late per week	• 30 minutes
38 to 52 minutes late per week	• 45 minutes
53 to 67 minutes late per week	• 1 hour

This chart shall not be construed as an excuse or a permission for late arrivals. Employees who are repeatedly or excessively late shall be subject to disciplinary action.

23.05 Coffee break and washing period

The Company grants two (2) rest periods of ten (10) minutes each; one period for each one half regular work day.

The Company grants two (2) washing periods of five (5) minutes each, one before lunch and the other at the end of the day.

SECTION 24 - DURATION

24.01 This Agreement shall be effective as of May 3, 1995, and shall remain fully effective until May 2, 1998, inclusively.

24.02 Within ninety (90) days prior to the expiry of this Agreement, either party hereto may notify the other of its intention to amend the Agreement, to terminate it or to negotiate a new agreement.

24.03 This Agreement remains effective until one or the other

party exercises its **right** to strike or lock out, or until the **signing** of a new Collective Labour Agreement.

SECTION 25 - QUEBEC WORKERS SOLIDARITY FUND (QWF)

25.01 The employer agrees to cooperate with the Union to allow all employees wishing to subscribe, by savings method on their salary, to the Quebec Workers Solidarity Fund savings plan.

25.02 Whatever number of employees makes the request, January 1, 1989 ~~the~~ very latest, the employer agrees to deduct from each ~~employee's~~ paycheque, ~~that~~ wish to subscribe and have signed the ~~application~~ form, the amount specified by the employee for the term he has set or until further notice.

25.03 An employee may modify ~~six~~ (6) ~~times~~ a year ~~the~~ amount of his Instalments, or at any time cease to subscribe, by forwarding a ~~notice~~ to this effect to the Fund and the employer.

25.04 The employer commits itself to forward to the Fund by cheque, each month (at the latest the 15th day of the month following the appropriation) the amounts deducted under section 25.02. This remittance must be accompanied by a list indicating the name, the social insurance number and reference number (supplied by the Fund) for each employee, and the amount drawn for each.

SECTION 26 - SEXUAL HARASSMENT

26.01

- a) The Union and the employer recognize the right of all employees to work in an environment free of any **sexual** harassment.
- b) Any employee who is the victim of sexual harassment may ~~file~~ a complaint with the Human Resources Director or a member of the Union Committee. The complaint shall be dealt with promptly and in **confidentiality** by either of the parties.
- c) Within **ten** (10) days following the **filling** of the complaint,

the Union and the Company shall form a special committee to study and investigate the complaint. The committee shall submit its recommendations to the employer as soon as possible. If warranted, the employer shall take any steps it deems necessary within five (5) days following the recommendations of the committee.

- d) The above provisions do not prevent any employee involved in a complaint from using the grievance settlement procedure.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement through their duly authorized representatives, this 8th day of June 1995.

FOR THE UNION

Réjean Roy
Michel Vermette
Michel Dupont
Michel Verville
Paule-Ange Néron
Serge Portelance

FOR THE COMPANY

Serge Laurent
Rolf Templin
Valentin Leduc
Michel Drapeau

APPENDIX A - SALARY RATES

As of the signing of this Agreement, the minimum rates at hiring shall be the following:

At the time of hiring	After 3 months service	After 6 months service
10.48	10.53	10.58

Nine (9) months after the date of hiring, the new employee's hourly rate shall increase by one-half of the difference between the rate he shall be paid at that point and the minimum rate of the scale which applies to his classification.

Twelve (12) months after the date of hiring, the new employee's

hourly rate shall increase by the difference between the rate he shall be paid at that point and the minimum rate of the **scale** which applies to his **classification**.

Fifteen (15) months after the date of hiring, the employee's hourly **rate** becomes the average between the minimum and maximum rate of the **scale** which applies to his **classification**.

Eighteen (18) months ~~after~~ the date of hiring, the employee's hourly rate becomes the maximum rate of the **scale** which applies to his classification.

As soon as this Agreement becomes effective, the complete list of classifications and the **salary** scales for each shall be the following, with the **exception** of new jobs which may be created by the Company and for which there would be neither classification nor salary scale applicable.

Production Jobs

Class	May 3, 1995 2.5%	May 3, 1996 3%	May 3, 1997 2.5%
1	15.20-15.63	15.91-16.36	16.31-16.77
2	14.44-14.91	14.87-15.36	15.24-15.74
3	13.63-14.03	14.04-14.45	14.39-14.81
4	13.50-13.89	13.91-14.31	14.26-14.67
5	13.34-13.69	13.74-14.10	14.08-14.45
6	13.08-13.42	13.47-13.82	13.81-14.17

Skilled Labour Jobs

Class	May 3, 1995 2.5%	May 3, 1996 3%	May 3, 1997 2.5%
1	15.53-15.89	16.00-16.37	16.40-16.78
2	14.78-15.14	15.22-15.59	15.60-15.98
3	14.18-14.53	14.61-14.97	14.98-15.34
4	13.62-13.98	14.03-14.40	14.38-14.76
5	13.18-13.54	13.58-13.95	13.92-14.30

Salary rates subsequent to **reclassification** shall be Increased by:

2.5% as of May 3, 1995

3.0% as of May 3, 1996

2.5% as of May 3, 1997

APPENDIX B - CLASSIFICATIONS AND OCCUPATIONS

Class 1

- 1-A** Auto flatstock setter
- 1-B** Auto **latch** roll feed setter
- 1-C** Auto press setter
- 1-D** Double **end** latching **setter**
- 1-E** Experimental projects
- 1-F** Machine repair (new method double hook)
- 1-G** Maker dimples punches & **swaging** dies
- 1-H** Press **room** **tool** maker
- 1-I** Shank and press set operator
- 1-J** Swage 4-in-lines setter

Class 2

- 2-A** Auto latch roll feed set operator
- 2-B** Auto press set operator
- 2-C** Automatic flatstock set operator
- 2-D** Double end latching machines set operator
- 2-E** Double end mill & groove **mach.** set operator
- 2-F** Grind bevel butt setter
- 2-G** Straightening machines setter
- 2-H** Swage 4-In-lines set operator

Class 3

- 3-A** **Buff** head burr control man
- 3-B** Count & pack helper
- 3-C** Heat treat helper
- 3-D** Inspect helper
- 3-E** Polish control man

Class 4

- 4-A** Automatic flatstock blanking set oper.
- 4-B** Bend blades set operator
- 4-C** Blanking set operator
- 4-D** Buff head set operator
- 4-E** Burr off new way operator
- 4-F** Clipping set operator
- 4-G** Checker K.N. auto latch roll feed
- 4-H** Checker K.N. auto press
- 4-I** Checker K.N. burr off
- 4-J** Checker K.N. final inspect
- 4-K** Checker K.N. heat treat
- 4-L** Checker K.N. special
- 4-M** Draw butt
- 4-N** Expedite K.N.
- 4-O** Glaze hook machine set operator
- 4-P** Grind bevel butt set operator
- 4-Q** Grind butt set operator
- 4-R** Hand straightening
- 4-S** Harden heavy duty K.N.
- 4-T** Heat treat placer lydon furnace
- 4-U** Heat treat tool hardening & clamp repair
- 4-V** Inspect final K.N.
- 4-W** Machine select operator
- 4-X** New way inspect final K.N.
- 4-Y** Polish operator
- 4-Z** Raise hook, snubbing and clipping set operator
- 4-AA** Shaving machine operator
- 4-BB** Side Mill & set operator
- 4-CC** Straighten machine operator
- 4-DD** Straightening machine operator
- 4-EE** Stringing machine operator
- 4-FF** Surface grinder operator
- 4-GG** Tight latch loosen operator

Class 5

- 5-A Clamp **K.N.**
- 5-B **Degreaser** operator
- 5-C Janitor
- 5-D Pan carrier

Class 6

- 6-A Auto latch general male
- 6-B Buff head placer
- 6-C Butting machine operator
- 6-D** Count & pack
- 6-E Feeder clip butt
- 6-F Feeder count & pack
- 6-G Feeder heal treat
- 6-H** Feeder polish
- 6-I** First aid & sample
- 6-J General female
- 6-K** Grind bevel butt **feeder**
- 6-L** Scale
- 6-M** **Stringer**

LIST OF OCCUPATIONS FOR ELECTRICIAN, ELECTRICIAN-APPRENTICE, MACHINIST AND MILLWRIGHT

Class 1

- 10-A Auto flatstock **I** machinist
- 10-B Auto latch roll feed **I** machinist
- 10-C **Electrician**
- 10-D** Flatstock blanking **I** machinist
- 10-E Machinist **I**
- 10-F** Numerical control **grinde** operator **I**
- 10-G Press room **I** machinist

Class 2

- 20-A Auto flatstock **II** machinist

- 20-B Auto latch roll feed II machinist
- 20-C Electrician-apprentice (4th year)
- 20-D Flatstock blankingII machinist
- 20-E Machinist II
- 20-F Millwright I
- 20-G Press room II machinist

Class 3

- 30-A Auto flatstock III machinist
- 30-B Auto latch roll feed III machinist
- 30-C Electrician-apprentice (3rd year)
- 30-D Flatstock blankingIII machinist
- 30-E Machinist III
- 30-F MillwrightII
- 30-G Press room III machinist

Class 4

- 40-A Auto flatstock IV machinist
- 40-B Auto latch roll feed IV machinist
- 40-C Electrician-apprentice (2nd year)
- 40-D Flatstock blanking IV machinist
- 40-E Machinist IV
- 40-F MillwrightIII
- 40-G Press room IV machinist

Class 5

- 50-A Electrician-apprentice (1st year)
- 50-B Millwright IV

APPENDIX C - LIST OF ZONES WITH THE COMPONENT DEPARTMENTS

ZONE I

- | | |
|-------------|-------------------------|
| Dept. no 10 | Shanks |
| Dept. no 12 | 4-In-lines, die repairs |
| Dept. no 16 | Presses |
| Dept. no 26 | Flatstock blanking |

Dept. no 32 Straightening
Shaving
Copcentra extra operations

ZONE II

Dept. no 18 **Burr** off
Dept. no 20 Double hook
Dept. no 37 **Side mill**
Auto flatstock

ZONE III

Dept. no 8 Production control
Dept. no 9 Quality **control**

ZONE IV

Dept. no 32 Sand **blast**
Dept. no 34 Glaze hook, loose latch,
polish
Dept. no 35 Raise **snub** and clip (extra operation)
Dept. no 43 **Grind** butt, reduce butt, grind bevel butt

ZONE V

Dept. no 40 inspection
Count and pack

ZONE VI

Dept. no 24 Latching
Degreaser **2nd** floor

ZONE VII

Dept. no. 3 **Electrician**
Dept. no. 6 Machine shop
Dept. no. 7 Maintenance

Dept. no 39 Heat treat
Degreaser 1st floor

APPENDIX D - JOB DESCRIPTION

1. New or Changed Jobs

When a new job is created or that an existing job is **modified**, or amalgamated, the Company writes the job **description** and establishes the classification after discussion with the Union. The pay will be computed on that classification. Any dispute as to the proper classification of a job may be processed through the grievance and **arbitration** procedures of the contract.

APPENDIX E - SYNTHESIS TABLE OF BENEFITS PROVIDED UNDER THE COLLECTIVE INSURANCE PLAN

Life Insurance

Employee: 25 000 \$ (in addition to accidental death and mutilation benefits)
Retiree: 2 000 \$
Spouse: 2 000 \$
Children: 1 000 \$

Individual or Family Health Insurance

<u>Care or Service</u>	Reimbursement	<u>Limit</u>
Semi-private room	100%	None
Privatenurse	80%	Max. 100\$ per day Max. 2000\$ per year
Speech therapy,	80%	None

Audiology, Occupational therapy		
Electrocardiography, radiography and lab analysis	100%	Max. 200\$ per year
Artificial limb, external prosthesis	80%	None
Surgical corset, crutches, splint, cast, truss and other orthopedic appliances	80%	None
Wheel chair rental, hospital bed, respirator and other similar appliances	80%	None
Ambulance service	100%	Max. 300\$ per year
Corrective shoes or orthopedic shoes	80%	None
Care provided by dental surgeon for accidental injury to natural teeth	80%	Max. 1000\$ per accident
Chiropractic	15\$ per visit	1 visit per day Max. 400\$ per year
Podiatry, osteopathy, naturopathy	15\$ per visit	1 visit per day
Physiotherapy, physical rehabilitation therapist	80%	None

Out-of-province emergency medical and surgical care	100% of amount exceeding amount payable by provincial health insurance plan	1 000 000\$ max. per emergency case
Eye examination	100%	Max. 40\$ per visit

Individual or Family Prescription Medicine Plan

<u>Care of Service</u>	<u>Reimbursement</u>	<u>Exemption</u>
Prescription medicine	100%	2.00\$

Guaranteed individual or Family Medical Care Outside Canada

Services dispensed and reimbursed to 100%

- Repatriation costs
- Medical escort
- Cost of return of vehicle (maximum 1,000\$)
- Preparation and return of remains in the event of death
- Accommodation costs (maximum 150\$ per day and 1,200\$ per sojourn)
- Return transportation of relative (maximum 1,500\$)
- Travel care service
- Search for appropriate hospital
- Verification of medical coverage
- Forwarding of medical dossier
- Coordination of return
- Coordination of settlement claims
- Coordination of return of dependents

- Coordination of return of personal vehicle
- Interpretation service
- Legal council

Short-term Disability Insurance

<u>Disability Benefits</u>	<u>Duration</u>	<u>Grace Period</u>
66 2/3% of regular salary	26 weeks	0 days in case of accident or hospitalization 7 days in case of sickness

Long-term Disability Insurance

<u>Disability Benefits</u>	<u>Duration</u>	<u>Grace Period</u>
60% of regular salary	Until end of disability or immediate cessation upon 65th birthday	26 weeks from start of disability

LETTER OF AGREEMENT

BETWEEN:

EXELTOR INC.
hereinafter called "the Company"

AND:

**NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA)**
hereinafter called "the Union"

The parties hereto agree to the following:

This letter of Agreement shall ratify the understanding between the Company and the Union as regards work schedules which shall be effective for the duration of this labour contract.

The parties agree to meet in order to solve any problems resulting from the introduction of schedule 4-3. If no solution can be found, the Company shall reintroduce the old schedule of the second shift of two-shift schedule following a thirty-day notice.

Furthermore, the parties hereto agree to the following:

The Company continues the practice of hiring out the services of a master electrician to carry out the work in its buildings at all times. If there is shortage of work, the master electrician remains in place and the electrician-apprentice or electricians will be transferred or laid off according to the labour contract.

Furthermore, the parties hereto agree to the following:

It is agreed that the employees presently at work or who have recall rights as of January 4, 1984, will receive the maximal rate of the classification when they are transferred, recalled to work or displaced.

Furthermore, the parties hereto agree to the following:

In applying clause 1.04, in cases where a subcontract already exists at the time of any lay-off and has not been granted in order to bring about such lay-off, the said clause shall not be construed in such a

way as to restrict the existing subcontract.

Furthermore, the parties hereto agree to the following:

For a period of six (6) months from July 1, 1995, to December 31, 1995, employees aged 62 years and over may, on a voluntary basis, take advantage of their right to early retirement as set forth in Section 22 of this Agreement without having to suffer any reduction in pension.

Furthermore, the parties hereto agree to the following:

The portion of monthly medical insurance premiums assumed by employees shall be increased in the following manner:

individual plan : 3 \$
Family plan: : 5 \$

Furthermore, the parties hereto agree to the following:

Despite the designation of the active representative and non-active representative within the Retirement Committee as set out by Bill 116, the previously-called Pension Committee, composed of 3 union members and 3 non-union members, continue to fulfill the duties to which it is normally mandated.

Furthermore, the parties hereto agree to the following:

An employee who has acquired seniority within the bargaining unit who obtains a temporary assignment with the Company, and is excluded from the bargaining unit, will accrue and maintain his seniority for the duration of the temporary assignment. During this period, the employee shall be obliged to pay Union dues.

The position left vacant by the employee who obtains a temporary assignment shall be filled by the Company with either an employee from the bargaining unit or with a hired employee who shall have temporary employee status for the duration of the replacement only. Once the assigned employee returns to his position, he shall be reinstated in his job and the temporary employee shall be dismissed.

There shall never be more than ten (10) temporary assignments at one time and the duration of a temporary assignment shall never exceed twenty-four (24) months.

The Company shall notify the Union committee at the **earliest** opportunity of the **t e n s** of the temporary assignment. In the event of lay-offs, the **employees** with temporary employee status shall be **considered** as trainees.

Furthermore, the parties hereto agree to the following:

The Company and the Union shall meet In order to study the creation of a **training** program which would provide the **mechanical abilities** necessary to qualify for positions **requiring** such abilities.

Furthermore, the parties hereto agree to the following:

The maximum salary rate for class I production employees shall be increased by **\$0.25** as of May 3, 1995.

Furthermore, the parties hereto agree to the following:

The Company agrees to set up an **assistance** program to deal with alcoholism and drug **addiction** problems. A text to that effect shall be **submitted** at the latest on September 30, 1995.

Furthermore, the parties hereto agree to the following:

The Company will grant to the skilled labour employees a **maximum** amount of **\$100.00** per year for the purchasing of tools to **be** used for their job. For **reimbursement**, the employee will have to submit a proof of purchase.

This letter of agreement shall be deemed to form part of this Collective Labour Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this **letter** of agreement through their duly authorized representatives, this 8th day of June 1995.

FOR THE UNION

Réjean Roy
Michel Vermette
Michel Dupont
Michel Verville
Paul-Angé Néron
Serge Portelance

FOR THE COMPANY

Serge Laurent
Rolf Templin
Valentin Leduc
Michel Drapeau

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BENEFITDETAIL3

EXELTOR INC.

Policy No. 50644-G. Part B

Effective Date November 1, 1993

For Hourly Unionized Active Employees

The benefits are explained further in the descriptive pages.

INSURANCE BENEFITS FOR YOU

LIFE INSURANCE Basic Amount

\$25,000.

Reduced amount at age 65 One half of the above Basic amount.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Amount Equal to your **Life Insurance amount.**

Reduced amount at age 65 One half of the above amount.

This benefit ends on the date you retire.

WEEKLY INDEMNITY

Amount 66 2/3% of your weekly Basic Earnings up to a maximum benefit equal to the maximum sickness benefit under the Unemployment Insurance Act.
1/7 of the weekly benefit is payable for each day of Total Disability.
The amount of Weekly Indemnity will be reduced by any amount of income provided for you for the same disability under the Québec Automobile Insurance Act, any Workers' Compensation Act and the Unemployment Insurance Act.

Elimination Period ~~For Accident~~ • **Nil**
For Sickness - 7 days

The Elimination Period is deemed to have been completed by the first day of Total Disability if the cause is an accidental bodily injury and the Total Disability commences within 60 days after the injury.

The Elimination Period is deemed to have been completed by the first day of Total Disability if it is due to an illness and the Employee is confined in a Hospital within the first seven days of Total Disability.

For Pregnancy, the Elimination Period commences on the earlier of the date Pregnancy terminates and the date you are Totally Disabled.

If you become Totally Disabled during your maternity/parental leave, you may be entitled to benefit payments commencing on the date of your scheduled return to active full-time work with your Employer, provided

1. your insurance is then in force,
2. you are then Totally Disabled, and
3. you have completed the Elimination Period by that date.

Maximum Benefit 26 weeks,
 Period

This benefit ends on the date you retire or attain age 65, if earlier.

LONG TERM DISABILITY

Amount 60% of your monthly Basic Earnings up to a maximum benefit of \$3,500, reduced by Direct Offsets and Indirect Offsets. The Direct Offsets and indirect Offsets are specified in the Group Policy.
 1/30 of the monthly benefit is payable for each day of Total Disability during a period of less than a full month.

Elimination Period 26 weeks or the last day Weekly Indemnity is payable to you, whichever is later.

For Pregnancy, the Elimination Period commences on the earlier of the date Pregnancy terminates and the date you are Totally Disabled.

If you become Totally Disabled during your maternity/parental leave, you may be entitled to benefit payments commencing on the date of your scheduled return to active full-time work with your Employer, provided

1. your insurance is then in force,
2. you are then Totally Disabled, and
3. you have completed the Elimination Period by that date.

Maximum Benefit Period to age 65 or the date you retire from your Employer, if earlier.

This benefit ends on the date you retire or attain age 65, if earlier.

INSURANCE BENEFITS FOR YOUR DEPENDENTS

LIFE INSURANCE

	<u>Amount</u>
Spouse	\$2,000.
Child	\$1,000.

This benefit ends on the date you retire.

HEALTH INSURANCE BENEFITS FOR YOU AND YOUR DEPENDENTS

MEDICARE SUPPLEMENT INSURANCE

Note: Not available to any Employee or Dependent not entitled to benefits under any Provincial Medicare Plan or a Federal Government Plan which provides similar benefits.

Benefit Year - November 1, 1993 to December 31, 1993 and then from January 1st to December 31st.

Insured Percentages and other details

Expenses are eligible for payment if they are incurred in Canada, or for an emergency while outside Canada for a period not exceeding 6 months.

Type 1 - Hospital expenses in your or your Dependent's Province of residence - 100%.

Daily Limit - semi-private rate.

Type 2 - Prescription Drugs - 100% in excess of the Prescription Deductible.

Type 3 - Extended Health Care - 100% for items 1, 2, 4 and 6, and 80% for all other items.

Services of a Private Duty Nurse - the maximum amount payable is \$100 per day, up to \$2,000 during any Benefit Year.

Type 4 - Extra Care - for item 4 - 100% for item 4 and 80% for all other items.

Prescription Deductible

\$1.50 for each prescription or refill.

Effective May 3, 1994, the deductible will be \$2 for each prescription or refill.

Maximum Benefit For medical treatment or surgery outside your or your Dependent's Province of residence, the Maximum Benefit is \$1,000,000 per calendar year for you or your Dependent and each emergency case (including hospital confinement outside Canada). However, if you are 71 years of age or over, or if you are on a leave of absence without pay, or if you are not Actively At Work due to a lay-off, a strike or a lock-out, for a period exceeding 3 months, the Maximum Benefit is \$100,000 for you or your Dependent in any five consecutive year period.

TRAVEL EMERGENCY ASSISTANCE BENEFIT

This benefit applies only while you or your Dependents are insured for the Medicare Supplement Insurance.

CHANGES IN AMOUNTS

Your insurance may change if your status affecting the insurance changes. Such change is made on the day your status changes.

If you are not Actively At Work (i) on the date an increase would otherwise take effect, or (ii) on the date the Group Policy is amended to provide additional or increased benefits, any increase will only take effect on the first day you are Actively At Work.

DEFINITIONS

The group policy contains a number of definitions not listed here. The following definitions will be of greatest interest to you.

Note: All terms which are defined in the group policy are capitalized throughout the text of this folder.

Employee - a unionized person employed by the Employer **excluding** anyone who is a part-time or temporary employee.

For the Weekly Indemnity Insurance - A person who **is** scheduled to work for the Employer **less** than the minimum workweek specified in the Unemployment Insurance Act is considered a part-time employee.

For other benefits - A person who **is** scheduled to work for the Employer **less** than 20 hours a week **is** considered a part-time employee.

Dependent - a Spouse or a Child who **is** a resident of Canada or the United States.

Spouse - your Spouse by virtue of a legal marriage, or your partner of the opposite sex with whom you live and who **is** and has been for at least the previous year publicly maintained and represented as your spouse.

At any one time, only one person may be insured as an Employee's Spouse.

Child - your or your Spouse's unmarried child, wholly dependent on you for support, excluding a foster child or a child who has attained age 21 (age 26 in the case of a full-time student).

A handicapped Child who attains the limiting age may continue coverage as a Dependent if certain requirements are met. Your Employer can supply precise details.

Illness - bodily injury, disease, mental infirmity, Pregnancy or sickness.

Totally Disabled - For the Weekly Indemnity Insurance - you are Totally Disabled if you are prevented by illness from performing the duties of your own job and do not engage in any occupation or employment for wage or profit.

For other benefits - you are Totally Disabled if you are in a continuous state of incapacity due to illness which

1. while it continues throughout the Elimination Period and during the following 24 months of incapacity prevents you from performing the essential duties of your own job at the onset of disability, and
2. while it continues after such period, prevents you from engaging in any occupation for which you are or may become reasonably qualified by education, training or experience.

A Dependent is Totally Disabled if he is prevented by illness from performing his normal duties.

Waiting Period - 3 months of continuous Employment.

GENERAL INFORMATION

This ~~er~~ contains a summary of the insurance benefits made available to you through your Employer. The benefit descriptive pages should be read together with the information contained in the Benefit Details. Your Employer can provide you with full details of the group policy.

In the event of any discrepancy between these benefit descriptive pages or the Benefit Details and the group policy, the terms and provisions of the group policy apply.

Insurance Coverage Begins

Your and your Dependent's insurance begins on the day **following** your completion of the Waiting Period (see the Benefit Details).

If you acquire your first Dependent after the effective date of your insurance, you must make an application without delay to have your Dependent insured. Any subsequent Dependent will become insured without formal application.

If you are not Actively At Work on the effective date, your coverage is delayed until the day you are Actively At Work.

Insurance Coverage Ends

Your insurance ends on the earliest of:

- the date your Termination of Employment occurs,
- the end of the period for which premium is paid for your insurance,
- the date the group policy is no longer in force.

Insurance on your Dependent ends on the earliest of:

- the date your insurance ends,
- the date the definition of a Dependent is no longer met,
- the end of the period for which premium is paid for Dependent insurance.

Surviving Dependent Life Insurance

If you die Life insurance on your Dependent continues, without further payment of premiums, until the earliest of:

- 24 months after the date of your **death**,
- the date the definition of Dependent is not met, other than as a result of your death,
- the date the benefit for which the Dependent is insured terminates,
- the date the group policy is no longer in force.

Making a Claim

Sun Life is dedicated to prompt and efficient claim service. When a loss that is eligible for payment is incurred, a completed claim form together with the required proof (see the claim form) should be forwarded to Sun Life. Claim forms are available from your Employer. Time limits for making a claim are shown in the following benefit descriptive pages.

LIFE INSURANCE

Life Insurance For You

The amount of your Life insurance can be determined from the Benefit Details.

If you die while insured, Sun Life will pay the amount of your Life insurance to the last legally nominated beneficiary as filed. In the absence of a beneficiary nomination, payment will be made to your estate.

You may name the beneficiary of your choice or your estate. All nominations you make are revocable, unless you otherwise stipulate.

Life Insurance For Your Dependents

The amount of your Dependents' Life insurance can be determined from the Benefit Details.

If one of your insured Dependents dies, Sun Life will pay the amount of insurance to you.

Disability Benefit

If you become Totally Disabled before your 65th birthday or your earlier retirement and are eligible to the Long Term Disability benefits under this plan, your Life insurance and your Dependents' Life insurance will remain in force during your continued Total Disability without payment of premium. Any amount of insurance continued is subject to the terms of the group policy.

Conversion

If your insurance ends, you are entitled, during the 31 day conversion period, to purchase an individual life insurance policy from Sun Life under the terms of the Conversion contained in the group policy. No medical examination is required.

Making a Claim

If you or one of your insured Dependents dies, a claim should be made as soon as reasonably possible.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The amount of your Accidental Death and Dismemberment Insurance can be determined from the Benefit Details.

If, while insured,

1. you accidentally drown, or
2. you suffer an accident, which within 365 days results directly and independently of all other causes in one of the losses listed below,

Sun Life will pay, subject to Exclusions, a percentage of your Amount Of Insurance as follows:

loss of life	- 100%
loss of one arm or one leg	- 75%
loss of both hands or both feet	- 100%
loss of one hand or one foot	- 50%
loss of one hand and one foot	- 100%
loss of thumb and index finger on the same hand	- 25%
loss of one hand and one foot and entire sight of one eye	- 100%
loss of entire sight of one eye	- 50%
loss of entire sight of both eyes	- 100%
loss of speech or hearing in both ears	- 50%
loss of speech and hearing in both ears	- 100%
paraplegia or quadriplegia	- 100%

Loss of an arm means severance at or above the elbow. Loss of a leg means severance at or above the knee. Loss of a hand means severance at or above the wrist. Loss of a foot means severance at or above the ankle. Loss of thumb and index finger means severance at or above the metacarpophalangeal joints. Loss of sight, loss of speech or loss of hearing must be total and irrecoverable.

Loss of use of a limb must be total, continuous for 12 months, and then must be determined to be permanent and irrecoverable before the benefit is payable.

Only one of the amounts shown above (the largest applicable) will be paid for injuries to the same limb resulting from any one accident. No more than 100% of the Amount Of Insurance is payable for all losses due to any one accident.

Disability Benefit

If you become Totally Disabled while insured and premiums are waived for your Life insurance, then similarly, this Accidental Death and Dismemberment insurance is also continued without payment of premiums. Any amount of insurance continued is subject to the terms of the group policy.

Conversion

If your insurance ends and you purchase an individual life insurance policy under the terms of the Conversion contained in the group policy, you are also entitled to purchase an accidental death benefit to be attached to such individual life insurance policy. No medical examination is required.

Exclusions

A benefit is not paid for a **Total** Disability which is due to or results from

1. the hostile action of any armed forces, **insurrection**, or war, whether or not it **be** declared or participation in any riot or civil commotion.
2. attempted suicide or injury intentionally inflicted by the Employee (while **sane** or insane).
3. commission **or** attempted commission of a criminal **offense** by you.
4. flying in, **descending** from or being exposed to **any** hazard incident with **any** kind of aircraft, if you:
 - A. were **receiving** aeronautical instruction,
 - B. had any duties to **perform in connection** with the aircraft,
 - C. **were being flown** for a parachute descent.

Making a Claim

If you become Totally Disabled, notify **Sun Life** of your condition at **least 30** days before the end of your Elimination Period. Formal claim must **be** made not **later** than **90** days after you complete your **Elimination** Period.

WEEKLY INDEMNITY

The amount of your Weekly Indemnity insurance, the Elimination Period and the Maximum Benefit Period can be determined from the Benefit Details.

If you become Totally Disabled while insured, Sun Life will pay, subject to Limitations and Exclusions, a Weekly Indemnity benefit for each week you remain Totally Disabled after completion of the Elimination Period until the earliest of the following:

1. the date you cease to be Totally Disabled,
2. the date you are no longer under the care of a Doctor,
3. the date the Maximum Benefit Period is reached.

Benefits After Insurance Ends

If this insurance coverage ends while you are Totally Disabled, you will continue to receive benefits as if the coverage were still in effect.

Limitations

Payment is not made

1. for a period
 - A. of formal maternity and/or parental leave taken by the Employee as provided under the relevant legislation.
 - B. of maternity leave commencing with the earlier of:
 - (a) the elected date of leave, mutually agreed to by the Employer and the Employee, and
 - (b) the date of birth of the Child, and ending with the earlier of:
 - (a) the elected date of return to active full-time work with the Employer, mutually agreed to by the Employer and the Employee, and
 - (b) the actual date the Employee is again Actively At Work with the Employer.
 - C. of parental leave mutually agreed to by the Employer and the Employee.
2. for any period you are not under the care of a Doctor.
3. when you fail to be examined by a Doctor appointed by Sun Life.
4. when you fail to submit the proof required by Sun Life.

Exclusions

A benefit is not paid for a Total Disability which is due to or results from

1. the hostile action of any armed forces, insurrection, or war, whether or not it be declared or participation in any riot or civil commotion.
2. commission or attempted commission of a criminal offence by you.
3. attempted suicide or injury intentionally inflicted by the Employee (while sane or insane).
4. treatment which is not medically necessary or which is provided primarily for improving appearance, except if the surgery or the treatment is the result of an accidental injury and began 90 days following the accident.

Making a Claim

If you become Totally Disabled, a claim must be made not later than 90 days after the commencement of your Total Disability.

LONG TERM DISABILITY

The amount of your Long Term Disability insurance, the Elimination Period and the Maximum Benefit Period can be determined from the Benefit Details.

If you become **Totally** Disabled while insured **Sun Life** will pay, subject to Limitations and Exclusions, a **Long Term Disability** benefit for each month you remain **Totally Disabled** after completion of the Elimination Period until the **earliest** of the following:

1. the date you **cease to** be **Totally Disabled**,
2. **the date** you are **no** longer under the care of a Doctor,
3. the date the Maximum Benefit Period **is** reached.

Rehabilitation Benefit

If you become **Totally Disabled**, **you** are encouraged to participate in a program of **retraining** such as a period of part-time work performed for the purpose of becoming capable of full-time employment. During this period you may qualify for rehabilitation Income. This income is available for a maximum of 24 months following the Elimination Period. For you to **receive** this income the program must be approved in writing by **Sun Life**. It is recommended that you consider engaging in a **Rehabilitative Program as soon as possible** after commencement of your **Total Disability**. This could **be** before your monthly payments commence. If you have any questions do not hesitate to contact **Sun Life's Rehabilitation Section** through the nearest claims office.

Benefits After Insurance Ends

If this insurance coverage ends while **you** are **Totally Disabled** you will continue to receive benefits as if the coverage were still in effect.

Limitations

Payment is not made

1. for a period during which you engage in **any** employment or occupation for wage or profit (other than in a **Rehabilitative Program**).
2. for a period
 - A. of formal maternity and/or parental leave taken by the Employee **as** provided under **the relevant legislation**,
 - B. of maternity leave commencing with the earlier of:
 - (a) the **elected date of leave**, mutually **agreed** to by the Employer and the Employee, and
 - (b) the date of birth of the Child, and ending with the earlier of:
 - (a) the **elected date of return to active full-time work** with the Employer, mutually **agreed** to by the Employer and the Employee, and
 - (b) the actual date the Employee is again **Actively At Work** with the Employer.
 - C. of parental leave mutually agreed to by the Employer and the Employee.
3. when **you fail to be examined** by a Doctor appointed by **Sun Life**.
4. when you fail to submit the proof **required** by **Sun Life**.

Exclusions

A benefit is not paid for a loss which is due to or results from

1. self-inflicted injuries, attempted suicide or suicide (while sane or insane).
2. flying in, descending from or being exposed to any hazard incident with any kind of aircraft, if you:
 - A. were receiving aeronautical instruction,
 - B. had any duties to perform in connection with the aircraft,
 - C. were being flown for a parachute descent.
3. the hostile action of any armed forces.
4. a criminal offence or an act of aggression which the insured committed or tried to commit, or an act of provocation on the part of the insured.
5. an insurrection or participation in a riot or war, whether declared or not, or civil commotion.
6. service in the armed forces or auxiliary forces of any country.
7. the operation of a motor vehicle while the employee's blood alcohol content is over the permissible limit stipulated in the criminal code.

Making a Claim

If you die, a claim should be made as soon as reasonably possible.

If you suffer any other loss, a claim should be made not later than 12 months after the loss.

MEDICARE SUPPLEMENT INSURANCE

If, while insured, you or your Dependents incur any of the Eligible Expenses for medically necessary services or supplies in the treatment of an Illness, Sun Life will pay a benefit, subject to Limitations and Exclusions. After the application of the Deductible, if any, for each Benefit Year, the amount payable is determined by using the Insured Percentages shown for the types of expenses. A benefit is not payable for an Eligible Expense used to satisfy the Deductible, nor if the Maximum Benefit has been paid.

The Benefit Year, the Deductible, the Insured Percentages and the Maximum Benefit can be determined from the Benefit Details.

Expenses are eligible for payment if they are incurred in Canada, or for an emergency while outside Canada for a period not exceeding 6 months.

Eligible Expenses

TYPE 1 - IN-PROVINCE SUPPLEMENTARY HOSPITAL

Charge in your or your Dependent's Province of residence for

1. room and board in a Hospital, up to the daily limit shown in the Benefit Details.
2. out-patient services in a Hospital.

TYPE 2 - PRESCRIPTION DRUGS

Drugs or supplies must be prescribed by a Doctor or Dentist and dispensed by a licensed pharmacist.

Subject to Ineligible Expenses, charges for medication listed in the Federal or Provincial Drug Schedules which bears a Drug Identification Number (DIN) and which requires a prescription. Injectable drugs, injectable vitamins, insulins and allergy extracts bearing a DIN. Extemporaneous preparations and compounds, of which at least one ingredient is an eligible drug under this benefit provision. All disposable needles (including disposable needles for reusable insulin delivery devices), syringes, lancets and chemical reagent testing materials used for monitoring diabetes. Subject to a lifetime maximum benefit of \$500 per person, any nicotine resin containing products, which require a prescription. OTC (over the counter) drugs bearing a DIN, if prescribed by a Doctor.

Ineligible Expenses

Payment is not made for

1. atomizers, appliances, prosthetic devices, colostomy supplies, first aid kits or equipment, electronic diagnostic monitoring or testing equipment, reusable insulin delivery devices, delivery or extension devices for inhaled medications, spring loaded devices used to hold lancets, alcohol, alcohol swabs, disinfectants, cotton, bandages, or supplies and accessories for any of the above.
2. oral vitamins, minerals, dietary supplements, infant formulas or injectable total parenteral nutrition (TPN) solutions, whether or not such items are prescribed for medical reasons, except where Federal or Provincial law requires a prescription for their sale.
3. diaphragms, condoms, contraceptive jellies/foams/sponges/suppositories, intrauterine devices (IUDs), contraceptive implants, or appliances normally used for contraception, whether or not such items are prescribed for medical reasons.

4. ~~proprietary medicines~~ bearing a GP (general product) number, as defined in Division 10 of the Food and Drug Act, Canada, or homeopathic preparations.
5. prescriptions dispensed by a Doctor, clinic, Dentist or in any non-accredited ~~hospital~~ pharmacy, or for treatment as an in-patient or out-patient in any hospital, ~~including~~ emergency status drugs and ~~investigational status~~ drugs, unless otherwise approved by Sun Life.
6. ~~any~~ preventive immunization vaccine or toxoid.
7. ~~any~~ allergy extract compounded in a lab and not bearing a DIN.
8. items deemed cosmetic, such as topical minoxidil or sunscreens (including those requiring a prescription), whether or not such items are prescribed for medical reasons.
9. any medication which the person is eligible to receive under the provisions of any Government Plan in the person's Province of residence.
10. any nicotine resin containing products which do not require a prescription.

Dispensing Limitation

The payment for a single purchase of a Type 2 Eligible Expense is limited to the cost of a supply which could reasonably be consumed or used within 34 days from the date of purchase (up to 100 days as ordered by a Doctor, for maintenance drugs listed below).

Maintenance Drugs

- | | |
|-----------------------|---------------------------|
| -antiasthmatics | -cardiac agents |
| -antibiotics for acne | -hypoglycemics |
| -anticoagulants | -medications for glaucoma |
| -anticonvulsants | -oestrogens |
| -antihypertensives | -oral contraceptives |
| -antiparkinsons | -potassium replacements |
| -antituberculosis | -thyroid agents |

TYPE 3 - EXTENDED HEALTH CARE

All medical care except the services of a licensed optometrist, licensed ophthalmologist or Dentist must be ordered by a Doctor.

Charges for

1. use of a licensed ambulance for local transportation of the person to and from the nearest hospital to render the necessary medical services, including oxygen therapy delivered immediately before or during transportation. Use of a licensed air ambulance for transportation of the person to the nearest hospital qualified to render necessary emergency medical services, provided such person is bed-ridden and occupies the equivalent of two seats. The maximum amount payable is \$300 per insured for any Benefit Year.
2. services rendered in Canada outside the person's province of residence, or for emergencies that occur when the person is outside the country for a period not exceeding six consecutive months:
 - A. room and board in a Hospital, up to the Hospital's semi-private rate.
 - B. other Hospital services.
 - C. out-patient services in a Hospital.
 - D. services and treatment which have been ordered by a doctor

3. services, while not confined in a Hospital, of a Private Duty Nurse, not normally resident in the person's home. The maximum amount payable per person is shown in Benefit Details. (A Private Duty Nurse is a person who is a registered nurse, or a registered nursing assistant in Newfoundland, New Brunswick, Ontario, Québec, Manitoba or Alberta, a licensed nursing assistant in Prince Edward Island, a certified nursing assistant in Nova Scotia or Saskatchewan, and a licensed practical nurse in British Columbia; licensed, registered or certified through their respective organizations).
4. electrocardiograms, X-rays, thermograms, and analyses carried out in a commercial laboratory without hospitalization of the insured. The maximum amount payable is \$200 per calendar year.
5. services of a Dentist, including charges for braces or splints, for the repair or alleviation of damage to natural teeth resulting from an accidental blow to the mouth which occurs while the person is insured under this provision and provided the services are received within twelve months after the date of the accident. In no event will payment exceed the amount for the procedure in the Provincial Dental Association Fee Guide for a general practitioner which is current in the Employee's Province of residence on the date the treatment is received. The maximum amount payable is \$1,000 per accident for each insured.
6. services of an ophthalmologist or a licensed optometrist, excluding services rendered outside Canada, for vision care. The maximum amount payable is \$40 per insured for any period of 12 consecutive months.
7. services of a licensed physiotherapist or physical rehabilitation technician under the supervision of a physiotherapist or a physiatrist.
8. equipment rented (or purchased at Sun Life's option) for temporary therapeutic use.
9. casts, splints, trusses, crutches, surgical corsets and other orthopaedic devices.
10. artificial limbs when the disability causing the loss of the natural limb began while the person was insured, and external prostheses, excluding dentures, hearing aids, eye glasses, or contact lenses.

TYPE 4 - EXTRA CARE

Character

1. **services** of a licensed **speech** or hearing **specialist** or occupational therapist, when ordered by a Doctor.
 - B. **services** of podiatrists, osteopaths, or **naturopaths**, up to a maximum of one visit per day. The maximum amount payable is **\$15** per visit for each insured.
 - C. **services** of a licensed chiropractor, up to a maximum of one visit per day. The maximum amount payable is **\$15** per visit and **\$20** per X-ray exam, up to a maximum of **\$400** per calendar year, including X-ray exams.
2. support stockings, up to a maximum of **\$200** per insured in **any** Benefit Year.
3. **corrective devices added to ordinary shoes and shoes** made by a specialized orthopaedic laboratory, or orthopaedic shoes, including **replacements**, made to measure by a **specialized** orthopaedic laboratory, when prescribed in writing by a doctor, up to the usual, customary, and reasonable charge.
4. **glucometers**, including reagent strips, when prescribed in writing by a diabetologist or a specialist in internal medicine, not exceeding 1 every 5 years.

Co-ordination of Benefits

If you or any of your Dependents are insured for similar benefits under any other group plan, payments under this plan may be limited, but only to the extent necessary to limit reimbursement from all group plans to 100% of actual expenses.

Benefits After Provision Termination

If this provision terminates while a person is in receipt of benefits under Type 3 item 5, then such person will continue to be entitled to those benefits as if this provision had not terminated.

Limitations

Payment is not made for

1. **services** or **supplies** payable in whole or in part under any legislation, except to the extent that it permits excess payment.
2. any portion of the charges for **services** or supplies over the customary and reasonable charges, in the locality where they are provided.

Exclusions

A benefit is not paid for

1. charges incurred for an illness due to or resulting from:
 - A. the **hostile** action of any **armed** forces, insurrection, or war, whether or not it be **declared**, or participation in any riot or civil commotion.
 - B. any cause for which indemnity or compensation is provided under any **Workers' Compensation Act**, Criminal Injuries Compensation Act or similar legislation,
 - C. bodily injury **sustained** while doing any act or thing pertaining to any occupation or employment for wage or profit, other than for the Employer,
 - D. commission or attempted commission of a criminal offence by the insured person,
 - E. intentionally self-inflicted injuries or **attempted** suicide (while **sane** or insane),
 - F. charges for **services** or supplies rendered for full mouth reconstruction, vertical dimension corrections or **TMJ** procedures,

- G. surgery or treatment which is not medically necessary, which is provided primarily for improving appearance or for any purpose other than a curative one, or for which charges are over the usual, customary, and reasonable charge for treatment consistent with current therapeutic practices, as well as treatment given in conjunction with experimental surgery or dental care,
 - H. treatment or services which, in the absence of insurance, are or may be provided free of charge, or treatment or services which are not payable by the insured.
 - I. any trip or rest cure taken for health reasons,
 - J. the prescription, purchase, adjustment, or replacement of eye glasses or contact lenses.
2. charges for equipment deemed by Sun Life not to be Eligible Expenses, (e.g. orthopaedic mattresses, exercise equipment, air-conditioning or air-purifying equipment, whirlpools, humidifiers).

Making a Claim

If you or any of your Dependents incur Eligible Expenses, while insured, a claim must be made not later than 90 days after the earliest of the following dates:

- 1. the end of the calendar year during which the expenses were incurred,
- 2. the termination of your insurance, and
- 3. the termination of this provision.

TRAVEL EMERGENCY ASSISTANCE BENEFIT

This benefit applies only while you or your Dependents are insured for the Medicare Supplement Insurance.

Persons travelling outside of their Place Of Residence, especially those travelling in some foreign countries, often encounter special difficulties when faced with a medical emergency.

Arrangements have been made with Worldwide Assistance Services, Inc. (WAS) to alleviate some of these difficulties. The services provided by WAS are as follows, however, contact must be made with and approval received from one of the WAS Coordination Centres before any such services are provided.

If help is needed contact Worldwide Assistance Services in Washington, D. C.

The numbers to call are:

In the United States toll free 1-800-368-7878

Outside the United States:

Collect: (202) 331-1596

Fax: 1-(202) 331-1528

Telex: (710) 822-9358

Be prepared to provide the following information:

Policyholder's name (your employer)

Agreement number which is VAI 1704294.

Policy number, as shown in your Voyage Assistance International identification card.

The Insured Person's full name, telephone or telex number and location.

An explanation of the problem.

Benefit Description

- 24-Hour Access:** Multilingual telephonic access where available and telex or telegraphic access to one or more of the fully manned emergency centres, 24 hours a day for an Insured Person or a provider of medical services to an Insured Person, to confirm coverage and obtain access to other covered services.
- On the Spot Medical Assistance:** As soon as WAS is notified that an Insured Person has been in a medical emergency, its multilingual staff will, whenever appropriate or necessary in the judgement of WAS or a physician designated by WAS, attempt to establish communication with local attending medical personnel and facilities in order to obtain an understanding of the Insured Person's situation, to monitor his condition and to guarantee and, if necessary, advance to the provider of the medical services payment of the medical expenses incurred by the Insured Person.
The initial location of a physician or a medical facility is the responsibility of the Insured Person. If the Insured Person is unable to locate a physician or medical facility on his own, WAS will attempt to locate a physician or medical facility for the Insured Person. However, the final selection of a physician or medical facility shall be the responsibility of the Insured Person. Neither Sun Life nor WAS shall be liable for the negligence or other wrongful acts or omissions of any physician or other health care professional or medical facility located by WAS.

3. **Medical Evacuation:** Pursuant to the recommendation, and in the sole discretion of a physician designated by WAS in consultation with a local attending physician, that it is necessary for an Insured Person to be transported under medical supervision to a different hospital or treatment facility or to be repatriated to his Place Of Residence, WAS will arrange, guarantee and, if necessary, advance to the provider of the service payment for transportation to such different hospital, treatment facility, or Place Of Residence.
Decisions made by physicians employed by, under contract to and/or designated by WAS as to the medical need for evacuation and/or repatriation services, are medical decisions based on medical factors and shall be conclusive in determining the need for such services. Decisions as to the means and/or timing of any transportation, the medical equipment and supplies and medical personnel to be used in connection therewith and the selection of the Insured Person's final destination are also medical decisions to be made by a physician designated by WAS, based upon medical factors, and shall be conclusive in determining the need for such transportation.
4. **Return of Stranded Insured Person:** If an Insured Person
 - A. is a child under the age of 16 or mentally or physically handicapped and is left unattended while travelling with another Insured Person who, during the trip, had to be hospitalized outside of his Place Of Residence, or
 - B. has lost the use of his ticket as the result of the delay
 - (a) caused by a medical emergency requiring his confinement or repatriation, or the confinement or repatriation of his Spouse or Child, who is travelling with him and who is also an Insured Person, to a hospital or treatment facility, or
 - (b) caused by the need to repatriate the remains of another Insured Person, WAS, upon request, will arrange and, if necessary, advance funds for the transportation of the Insured Person back to his permanent Place Of Residence.
The advance will be net of the redeemable portion, if any, of the original ticket.
5. **Return of Children:** If an Insured Person entitled to the benefits of paragraph 4 is a child under the age of 16 or mentally or physically handicapped for whom the presence of an attendant during travel is essential, WAS will make arrangements and, if necessary, advance funds for a qualified attendant, approved by a member of the immediate family, to accompany the child.
Immediate Family in this paragraph and in paragraph 6 means the Insured Person's spouse, parent, child, brother or sister.
6. **Visit of a Family Member:** If an Insured Person, who is travelling alone or travelling only with a child who
 - A. is himself an Insured Person, and
 - B. is either under the age of 16 or mentally or physically handicapped is hospitalized for more than 10 consecutive days outside his Place Of Residence, WAS will arrange and, if necessary, advance funds for one round-trip economy class transportation of one member of the Insured Person's Immediate Family from such family member's home to the place where the Insured Person is hospitalized and arrange and, if necessary, advance funds for meals and accommodations at a commercial establishment up to a maximum of \$100 a day for a maximum of seven days for that person.
7. **Advances and Guarantees:** When necessary, In order to provide needed services of the type described in paragraphs 2, 3, 4, 5, 6, 11, 12 and 13, WAS will, upon request, advance funds or give guarantees of payment. Advances will not be made for requests for less than \$200. Requests in excess of \$200 will be made in full up to \$10,000. The maximum amount advanced will not exceed \$10,000 per person per trip unless such limitation will compromise the medical care of the Insured Person.
8. **Telephone Interpretation Services:** In a medical emergency, WAS will provide translation services in all major languages for an Insured Person who needs help in communicating.

9. **Transmission and Retention of Urgent Messages:** Upon request and when notified that an Insured Person has been in a medical emergency, WAS will transmit an urgent message for an Insured Person to his home, business or other location. WAS will also retain messages to be picked up by the Insured Person or his family in its offices for up to 15 days.
10. **Lost Luggage, Lost Documents:** If an Insured Person who is outside of his Place Of Residence notifies WAS that his luggage or travelling documents have been lost or stolen, WAS will endeavour to assist the Insured Person by contacting the appropriate authorities and providing directions for replacement.
11. **Special Service:** In case of the death of an Insured Person while travelling outside of his Place Of Residence, WAS will arrange for all necessary government authorization and will arrange and advance funds up to \$5,000 per return for the return of the remains to his permanent Place Of Residence in a coffin appropriate for transportation.
12. **Meals and Accommodations:** Upon request, WAS will arrange and, if necessary, advance funds for meals and accommodations at a commercial establishment, up to a maximum of \$150 a day for a maximum of seven days, for an Insured Person who, once arrived at a destination outside of his Place Of Residence, remains behind when the trip is delayed or interrupted due to a medical emergency or death of another member of the travelling party who is also an Insured Person.
13. **Vehicle Return:** Upon request, WAS will arrange and, if necessary, advance funds up to \$1,000 per return for the return of an Insured Person's vehicle either private or rental, to the Insured Person's Place Of Residence or nearest appropriate vehicle rental agency when the Insured Person is unable to do so due to medical emergency or death.

BENEFITS PAYABLE BY SUN LIFE

Subject to the clause "Reimbursement to Sun Life by the Insured Person", amounts advanced by WAS to the Insured Person or paid by WAS to providers of services and which are:

1. eligible expenses under other provisions of this policy; or
2. amounts advanced or paid by WAS in connection with paragraphs 4, 5, 6, 11, 12 and 13,

are the responsibility of Sun Life and need not be reimbursed to Sun Life by the Insured Person.

REIMBURSEMENT TO SUN LIFE BY THE INSURED PERSON

It is a condition of the granting of this benefit by Sun Life and, by availing himself of any of the services provided by this benefit, the Insured Person undertakes that he shall reimburse Sun Life as outlined below for any amount which WAS has advanced to or in respect of an Insured Person or which has been paid by WAS to a provider of services to an Insured Person and which is not otherwise the responsibility of Sun Life under this policy:

1. Amounts advanced or paid in connection with services to be reimbursed to the Insured Person by the Medicare Plan of his Province of residence
The Insured Person or his estate shall either reimburse them to Sun Life directly or make arrangements so that the Medicare authorities reimburse them to Sun Life.
2. Amounts advanced or paid in connection with eligible expenses covered under other provisions of this policy
The Insured Person shall reimburse Sun Life for any of those amounts to the extent that
 - A. they exceed the maximums provided by this policy;
 - B. they are used to satisfy the deductible; or
 - C. they are expenses which are not Sun Life's responsibility by reason of an exclusion or a limitation in this policy.

3. **Amounts advanced or paid in connection with paragraphs 4, 5, 6, 11, 12 and 13**
The Insured Person or his **estate** shall reimburse Sun Life for **any amount** so advanced or paid in **excess** of the limits mentioned in these paragraphs.
4. **Other amounts advanced or paid by WAS or guarantees given by WAS the benefit of an Insured Person**
The Insured Person or his **estate** shall reimburse Sun Life for any amount advanced or paid by **WAS**, or for any amount paid by Sun Life **as** a result of **guarantees** of payment given by **WAS**, where such amount was expended in **respect** of **services** not covered by this policy.

If the advance or payment was made by **WAS** in **respect** of a **dependent** of an employee, the **employee** is personally liable, jointly and severally with the dependent, for the reimbursement of any amount under this clause.

All reimbursements must be **effected** within six months of the **return** of the Insured Person to his Place Of Residence, with interest at a rate **established** by Sun Life from time to time, from the time Sun Life bills the Insured Person for such **advance** or payment to the eventual date of payment.

REIMBURSEMENT BY SUN LIFE TO THE INSURED PERSON

If, after having confirmed coverage with WAS under paragraph 1 and after receiving confirmation from WAS that a medical emergency exists, an Insured Person incurs expenses of the type for which he could have obtained **advances** under the terms of the **present benefit** and pays for such expenses himself, Sun Life shall reimburse him of such **expenses** as they are the responsibility of Sun Life under the clause "Benefits payable by Sun Life".

Proof of claim must be given to Sun Life within 30 days of the **return** of the Insured Person to his Place Of Residence.

LIMITATIONS

WAS services currently are not available in the following countries: Laos, Afghanistan, Kampuchea, Uganda, Guyana, Lebanon, El Salvador, and North Korea (list subject to change). In addition, WAS **reserves** the right without prior notice to **suspend**, curtail or limit its services in any area in the event of rebellion, riot, military up-rising, war, labour disturbance and strike, nuclear accident, act of **God**, or refusal of **authorities** in the country of **assistance** to permit WAS to fully provide **services** to the **best** of its ability during any such occurrence.

No services shall be provided in the Insured Person's Place Of Residence.

No services shall be provided during any trip undertaken for the purposes of **seeking** medical treatment or advice.

MEDICAL DECISIONS

Decisions by a physician or other **health care** professional **as** to the **medical need** for providing any of the **services** covered by this clause are medical decisions based on medical factors and, as such, shall be conclusive in **determining** the **need** for these services.

The physician or other health care professional or both, who shall provide the services enumerated herein, are independent contractors and neither Sun Life nor WAS shall be liable for negligence or other wrongful acts or other omissions.

DISCLAIMER OF LIABILITY

It is a condition of the granting of the present benefit by Sun Life and, by availing himself of any of the services provided by this benefit, the Insured Person recognizes that, in all cases,

1. the physician or other health care professional providing direct services to the Insured Person shall act in a medical capacity on behalf of the Insured Person only;
2. neither Sun Life nor WAS assume any responsibility for any medical advice given by the physician or other health care professional, and neither Sun Life nor WAS shall be liable for the negligence or other wrongful acts or omissions of the physician or other health care professional providing direct service pursuant to this benefit; and
3. the Insured Person shall not have any recourse against WAS nor Sun Life by reason of WAS suggesting, or contracting with, a physician or other health care professional.

DEFINITION OF INSURED PERSON

A person is an Insured Person under this benefit only if he is also an insured person under the Medicare Supplement Provision of this policy.

DEFINITION OF PLACE OF RESIDENCE

The Province in Canada where an Insured Person is a permanent resident.

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