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COLLECTIVE AGREEMENT

BETWEEN:

UNITED STEELWORKERS OF AMERICA

(Hereinafter call the "Union")

- and -

OE, A Division of Canon Canada Inc.

(Hereinafter called the "Company")

JULY 25, 1996 - JULY 24, 1998

11448 (00)

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ARTICLE 1 - PURPOSE OF AGREEMENT

- .01 The general purpose of this Agreement is to secure orderly collective bargaining, an amicable method of settling any difference which may arise between the parties and to set forth the conditions of employment to be observed by the Company and the Union.

ARTICLE 2 - GENERAL

GENDER

- .01 Wherever the MALE GENDER is used throughout the Articles within this Agreement, it is agreed that the FEMININE GENDER is an acceptable substitute whenever and wherever the feminine gender is applicable.
- .02 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plural is applicable.

ARTICLE 3 - RECOGNITION AND SCOPE

- .01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees in Markham, save and except supervisors, persons above the rank of supervisor, office and sales staff and students employed during the school vacation period.
- .02 Should all or part of the existing operations (as at the date of ratification) of the Company in Markham be moved within 50 kms. of the present location this Agreement shall be extended to cover such moved operation but not any other part of the Company's operation which shall be connected thereto.
- .03 Clause .02 shall not cause bargaining rights to exist for or the application of this Agreement to extend to any new group of employees who become employees of the Company as a result of the acquisition of other companies or operations by the Company.

ARTICLE 4 - MANAGEMENT FUNCTIONS

- .01 The union recognizes that the management of the Company and direction of the working forces are fixed exclusively in the Company, and without restricting the generality of the foregoing, the union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, retire, assign, discharge, direct, evaluate, promote, demote, classify, transfer, layoff and recall and for just cause to suspend or otherwise discipline employees subject to the right of the employees to grieve to the extent and manner provided herein.
 - (c) determine the nature and kind of business conducted by the Company, the products to be manufactured, the services to be rendered, the kinds and locations of equipment and materials to be used, the process of manufacturing the engineering and design of its products, the control of materials and parts, the methods and techniques of work, the schedules of work, the standards of work performance, number of personnel to be employed, to make studies of and to institute changes in jobs and job assignments, the extension, limitation, curtailment or cessation of operations and to determine all other functions and prerogatives heretofore invested in and exercised by the Company except to the extent modified in this Agreement;
 - (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees.

ARTICLE 5 - STRIKES AND LOCKOUTS

- .01** The union agrees that there will be no strike, slowdown, work stoppage either complete or partial or other interruption or interference with operations during the term of this agreement. The Company agrees that there shall be no lockout by it during the term of the agreement.

ARTICLE 6 - RELATIONSHIP

- .01** The Union agrees that, except as provided for in this Agreement, there will be no Union activity on the premises of the Company during the employees working hours except by agreement with the Company.
- .02** The Company shall introduce each new employee to his Union Steward and the Local Union President, who shall be allowed a one (1) hour Union orientation period once monthly with new employees in a suitable location on Company premises during the work day.
- .03** The Company and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or nonmembership in the Union or because of his activity or lack of activity in the Union.
- .04** The Company and the Union each agree that every employee has the right to equal treatment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, religion, sex, age, marital status, family status, handicap or sexual orientation.

.05 FREEDOM FROM SEXUAL AND RACIAL HARASSMENT

- (a)** The company shall maintain a working environment which is free from sexual and/or racial harassment.
- (b)** For the purpose of this clause, "sexual harassment" includes:
- (i)** Unwanted sexual attention of a persistent or abusive nature made by a person who knows or ought reasonably to know that such attention is unwanted; or
 - (ii)** Implied or expressed promise of reward for complying with a sexually oriented request; or
 - (iii)** Implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
 - (iv)** Sexually oriented remarks and/or behaviour which may reasonably be perceived to create a negative psychological and/or emotional work environment.
- (c)** For the purpose of this clause, "racial harassment" includes:
- Engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or action by the company supervisor, or a co-worker in the bargaining unit which disrespects or causes humiliation to a bargaining unit employee because of his or her race, colour, creed, ancestry, place of origin or ethnic origin.
- (d)** In any arbitration case arising out of or relating to sexual or racial conduct, where an arbitrator finds that sexual or racial harassment has occurred and he/she determines that the action taken by the Company is inappropriate, then the arbitrator may at his/her discretion substitute a remedy which is designed to only affect the perpetrator insofar as that is possible and where there is any detriment to be suffered respecting job classification, seniority wages, etc., such detriment shall fall upon the perpetrator and not upon other bargaining unit employees. The arbitrator may direct a transfer of the perpetrator without regard to his/her seniority.

- (e) The Company acknowledges and agrees that, for the purposes of a complaint alleging a break of Article 6.05, the Union's Sexual Harassment Complaints Counsellor or the Racial Harassment Complaints Counsellor, as the case may be, may service a complaint on behalf of a bargaining unit employee, instead of a Union Steward or member of the Union Grievance Committee.

ARTICLE 7 - UNION REPRESENTATION

- .01 The Company acknowledges the right of the Union to appoint or otherwise select Union Stewards for the purpose of representing employees in the presentation of grievances.
- .02 The Company agrees to recognise eight Union Stewards in total.
- .03 The Company shall be notified by the Union of the names of the Union Stewards and the areas, if any, they are representing and any subsequent changes made thereto. The Union shall also notify the Company of other Union Representatives in the Plant and their official capacity with the Union.
- .04 The Company agrees to recognise and deal with a Union Grievance Committee of not more than two employees plus the local Union President or Plant Chairman.
- .05 A Union Steward shall be allowed reasonable time off to attend grievance meetings provided for under the Grievance Procedure Article and which are scheduled during regular working hours, subject however, to first obtaining permission (which shall not be unreasonably withheld) from his immediate supervisor. Such time will include a reasonable allowance for preparation time prior to each grievance meeting, subject however, to first obtaining permission (which shall not be unreasonably withheld). A Union Steward shall receive his regular hourly rate for time lost during his regular working hours in connection with his attendance at such meetings.
- .06 Subject to the requirements of operations, if an authorized union official, not employed by the Company, wants to speak to a local union official employed by the Company about a grievance or other official union business which requires him to speak to the employee during working hours, he shall advise the Human Resources Manager or other designated representative of the Company. Permission to speak to the local Union Official in an appropriate place shall not be unreasonably refused.
- .07 (a) The Company agrees to recognize and deal with a Negotiating Committee of not more than three employees plus the unit chairman or president, who shall be regular employees of the Company along with representatives of the International Union for the purposes of negotiating a renewal agreement.
- (b) The Company agrees to allow members of the Negotiating Committee the day off work without loss of pay on each day the Committee is scheduled to meet with members of management.
- The Company agrees to provide bulletin boards in areas accessible to employees for the purpose of posting meeting notices and official union information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit intended by this Agreement. All such notices must be approved by the Human Resources Manager prior to posting which permission shall not be unreasonably withheld.

ARTICLE 8 - UNION DUES

- .01 The Company shall deduct bi-weekly from the pay of each member of the bargaining unit effective the month following the month of hiring such union dues as may be prescribed by the Constitution of the union.
- .02 The Company shall remit the amounts so deducted, prior to the 15th of the month following, by cheque, as directed by the Toronto Area Office, payable to the International Treasurer.

- .03** The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why, along with any reasonable forms required by the International Union. A copy of such statements shall also be forwarded, monthly to the Local Union Financial **Secretary**.
- .04** The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.
- .05** The Company agrees to record the total dues deductions paid by each employee on their annual **T-4** slip.

ARTICLE 9 - GRIEVANCE PROCEDURE

- .01** It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Company with respect to the application, interpretation, or alleged violation of this Agreement shall be adjusted as quickly as possible.
- .02** The Company shall not be required to consider any grievance which is not presented within ten (10) working days after the *grievor* or in the case of a policy grievance, the Union, first became aware or ought to have become aware of the alleged violation of the Agreement.
- .03** It is generally understood that an employee has no complaint or grievance until he, either directly or through the Union, has first given his immediate supervisor an opportunity to adjust the complaint.
- .04** If, after registering the complaint with the supervisor and such complaint is not settled within 5 working days, then the following steps of the Grievance Procedure may be invoked:

Step #1

The employee or a Steward may present the grievance to the employee's immediate supervisor. The grievance shall be in writing on a grievance form provided by the Union and shall include the **nature** of the grievance, the remedy sought and the provisions of the agreement which are alleged to have been violated. The immediate supervisor shall deliver his decision in writing within five (5) days following **the** presentation of the grievance to him. Failing settlement:

Step #2

Within five (5) days after the decision in which Step #1 is given or ought to have been given, the grievance may be submitted to the employee's Department Manager or his designate who shall within five (5) days hold a meeting with the grievor and Steward and plant chairmen or president and who shall deliver his decision in writing within five (5) days following the presentation of the grievance to him. Failing settlement:

Step #3

Within five (5) days after the decision in Step #2 is given or ought to have been given, the **grievance** may be submitted to the Vice-president, **Service** or his designate. A meeting will then be held between the **Vice-President**, Service or his designate and such others as may be chosen by him not to exceed three in **number** and the **grievor** and the **grievance committee** (not to exceed **3** in number). Such meeting shall be held within five (5) days of **submission** of the **grievance** at Step #3 unless extended by agreement of the parties. The Field Staff Representative of the Union may be present if requested by either party. The **decision** of the Vice-President, Service or his designate shall be delivered in writing within seven (7) days following the date of such **meeting**.

- .05** it is agreed that a grievance arising directly between the Company and the union shall be originated under Step #3 and the time limits set out with respect to that Step shall appropriately apply. It is understood, however, that the provisions of this Section may not be used with respect to a grievance directly affecting an employee or employees and that the employee grievance procedure shall not be thereby by-passed.
- .06** Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance and such written grievance shall be originated under Step #3 and the time limits set out with respect to that Step shall appropriately apply.
- .07** Time limits after the grievance is initiated and before going to arbitration shall be considered directory and not mandatory. Any time limit may be extended by mutual written agreement. "Days" in this Article means working days.

ARTICLE 10 - ARBITRATION

- .01** if there is no settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether the matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty days after the decision under Step 3 is given or ought to have been given the grievance shall be deemed to have been abandoned.
- .02** The arbitration procedure incorporated in this Agreement shall be based on the use of a single arbitrator selected on a rotating basis from the following arbitrators:
- Gerald Charney
Ross L. Kennedy
Owen B. Shime
- .03** The arbitrators shall act singly, and in rotation, with respect to each successive grievance that is referred to arbitration. If an arbitrator is unable to hear a grievance within 90 calendar days after the grievance has been referred to him then either party may elect in writing to proceed to the next arbitrator on the list.
- .04** Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.
- .05** The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- .06** The decision of the Arbitrator shall be final and binding on the Parties and the employee or employees concerned.

ARTICLE 11 • DISCHARGE AND DISCIPLINARY ACTION

- .01** A claim by an employee, that he has been discharged or suspended, without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is lodged at Step Two (2) of the Grievance Procedure within five (5) working days after the employee receives notice that he has ceased to work for the Company or is suspended.
- Such special grievance may be settled by:
- (a) confirming the management's action to discharge or suspend the employee, or
 - (b) reinstating the employee with full seniority and compensation for lost wages and benefits, or
 - (c) any other arrangement which in the opinion of the Parties or the Arbitrator is just and equitable.

- .02** Prior to being required to leave Company premises, an employee who has been dismissed without notice may interview a Union Representative, if available on site. Failure to provide such an opportunity will relieve the discharged employee of any failure to file a timely grievance in respect of such discharge.
- .03** Any notice of disciplinary action which is intended to form part of an employee's employment record shall be given, in the presence of a Union Representative if available on site. Such discipline will be in writing, with a copy given to the Union. Any disciplinary warnings shall be withdrawn from the employee's file after a period of ~~fifteen (15)~~ **fifteen (15)** calendar months from date of issue and any notations of suspensions without pay shall be ~~withdrawn after a period of twenty-two (22)~~ **withdrawn after a period of twenty-two (22)** calendar months from the date of issue provided, in both cases, that there has been no further similar disciplinary action taken by the Company during the intervening period(s).
- .04** No grievance may be submitted or accepted concerning the discharge or discipline of a probationary employee.

ARTICLE 12 - SENIORITY

12.1. COMPUTATION

- .01** The seniority of an employee shall be lost and his employment automatically terminated for any of the following reasons:
- (a)** he quits his employment;
 - (b)** he retires;
 - (c)** ~~he is discharged for just and reasonable cause~~ and is not reinstated in accordance with the provisions of this Agreement;
 - (d)** he does not work for the Company for a period of sixteen months;
 - (e)** if absent without ~~permission~~ for three consecutive working days without notifying the Company, unless the employee is able to provide the Company with satisfactory reasons for the absence and failure to notify the Company;
 - (f)** the employee overstays a vacation or a leave of absence without securing the extension of such ~~leave~~ of absence or vacation from the Company, unless satisfactory reasons are provided to the Company for the failure to return and failure to contact the Company to secure the extension;
 - (g)** he is recalled to work but fails to return within **15** calendar days of mailing of **notification** to return. Such mailing shall be by registered mail to the last address of the employee that the Company ~~has~~ on its files for that employee;
 - (h)** he fails to return to work after a medical absence as soon as possible after he is ~~tit~~ to **resume** his duties;
 - (i)** ~~works~~ for another employer **while** on a leave of absence, unless permission has been granted in writing, to the employee to do so.
 - ~~Subject to the~~ provisions of the Ontario Human Rights Code and **Workers'** Compensation Act of Ontario
- .02** Subject to clause .01 above, seniority shall be maintained and accumulated during:
- (a)** absence due to layoff, sickness and accident and
 - (b)** authorized leave of absence

- .03** Seniority as referred to in this agreement shall mean length of continuous service within the bargaining unit and shall prevail on a bargaining unit wide basis. Seniority shall be considered per the applicable contractual language regarding the filling of job postings, vacations, layoffs and recall as set out in other provisions of this agreement. An employee shall not have any seniority and shall be considered a probationary employee until he has completed 60 days worked within any six consecutive calendar months. The Company may discipline or discharge a probationary employee in its sole discretion for any reason during the probationary period.
- .04** The Company will prepare a seniority list quarterly, a copy of which will be posted on the bulletin boards and a copy will be provided to the Union. Such list will include the employee's name, his present classification, service date, and seniority date with the Company. Ten (10) working days after the posting, the list will be deemed to be conclusive.
- .05** The Company will provide the Union monthly with its official printout of new hires, recalls from layoff, layoffs, terminations and leave of absence status during the preceding month.
- .06** Employees promoted to supervisory or other positions which disqualify them from being subject to this Agreement shall accumulate seniority for a period of six (6) months following such transfer and should such employees decide to return to the bargaining unit or are returned by the Company during the six (6) months period, they shall be returned to the job classification and department held by such employee immediately prior to such transfer. No employee subject to the above may return to the bargaining unit once the six (6) month period has expired, other than as a new employee.

12.2. PROMOTIONS AND VACANCIES - T.R. CLASSIFICATIONS

- .01** In cases of filling permanent vacancies in the Field Specialist, Shop Specialist, Integrated Product Specialist and Tech. Specialist classifications the Company will consider the following factors:
- (a) Skill and Efficiency;
 - (b) Ability to perform the requirements of the classification; and
 - (c) Seniority
- Where, with respect to skill, efficiency and ability, applicants are relatively equal, seniority will govern.
- .02** Successful applicants will be afforded a training period in their new classification of not less than three (3) and not more than six (6) months.
- .03**
- (a) Permanent vacancies in the TR classifications set out in 12.2.04 (b) below, will normally be filled by progression of trainees within the applicable classification.
 - (b) Entry Level
Employees in other bargaining unit positions who satisfy the requirements for entry to the trainee level in any TR speciality shall upon written request be provided with the first opportunity to be considered for such program. If more employees so request than there are positions available, the employee with the greatest seniority will be given the first opportunity.
 - (c) Accelerated Entry Level
Employees in other bargaining unit positions who have completed stages of training equivalent to stages of training stipulated for a particular TR speciality (e.g. Copier, C&T and Dictating) and meet all other requirements relevant to a specific level in the progression of a classification, may apply in writing for accelerated entry, at the first available opportunity, into the classification. Employees thus entering the classification will thereafter be advanced in the progression (12.2.04 (b) below) commencing from the level at which they entered the classification.

(d) Advanced Entry Level

Notwithstanding the other provisions of this Agreement, external applicants who have **completed** stages of training equivalent to stages of training stipulated for a particular TR speciality (e.g. Copier, C & T and Dictating) and are assessed to have equivalent standing in meeting all other **requirements** relevant to a specific level in the progression of a classification, may, in the event, of a vacancy, be hired directly into the appropriate level. Employees thus entering the classification will **thereafter** be advanced in the progression (12204 (b) below) commencing from the level at which they **entered** the classification.

(e) An employee hired into an advanced entry level will serve the normal probationary period but will not be confirmed at the TR level until the Company has assessed that the employee has met all the requirements of the level. Such assessment of the employee will take place no later than 6 months following the date of hire.**(f) In the event of the employee being unable to meet the requirements of the advanced entry level into which he has been placed, the Company may elect, at any time within the first 6 months of employment, to assess the performance of the employee and place the employee at a TR level appropriate based on the assessment.****.04 Progression****(a) Progression of an employee at the maximum time interval shall be automatic, subject to the employee, over a reasonable period of time meeting the Company's standards of knowledge and performance, which standards must be determined by the Company in good faith and be posted on the Company Bulletin Board.****(b) The employee may be eligible for progression at accelerated time intervals within each level, but the maximum times are as stated below:**

<u>Classification</u>	<u>Progression Time Intervals</u>
	maximum time interval
Trainee	6 months
TR1	11 months
TR2	9 months
TR3	9 months
TR4	16 months
TR5	no maximum

(c) To be eligible to apply for progression at accelerated time intervals, an employee must consistently meet the Company's pre-requisite standards of knowledge and performance relevant to the new level and relevant to the job training to be provided at the new level.**12.3. VACANCIES - NON-TR CLASSIFICATIONS****.01 In cases of filling permanent vacancies in the Shipper/Receiver classification, the Company will consider the following factors:**

- (a) Skill and efficiency;**
- (b) Ability to perform the requirements of the classification; and**
- (c) Seniority**

Where, with respect to skill, efficiency and ability, the applicants are relatively equal, seniority will govern.

- .02** In cases of filling permanent vacancies in other non-TR classifications (not covered in 12.3.01 above) seniority shall govern provided the Company may pass over an employee who does not have the ability to perform the work.

12.4. JOB POSTING

- .01** Announcements of opportunities for all permanent vacancies in new or existing classifications in the bargaining unit will be posted on the bulletin boards for a period of at least ten working days.

Employees desiring consideration in the filling of the job vacancy shall signify their desire by signing the job notice during the period in which it's posted, or, in the event that this is impossible, by contacting the Manager of Human Resources or his designate.

- .02** If the successful applicant declines a posted position which has been offered to him or the successful applicant does not, after being awarded the job, meet the requirements of the position or after a sixty day period in the position wishes to return to his previous classification, the employee shall be returned to his previous position and the Company shall not be required to consider his application for such position for a period of nine months from the time of his return to his previous classification.

- .03** If no eligible employee applies or if no applying employee is qualified for the position, the Company may fill the vacancy by other means including outside hiring.

- .04** An employee who is bypassed in favour of an employee with less seniority to fill a vacancy shall be granted on request an interview as to the reasons why he was not selected. In any internal competition for a vacancy, the successful applicant's name shall be posted on the appropriate bulletin board.

- .05** The Company will endeavour to finalize an internal competition for a vacancy and post the name/s of the successful applicant/s within thirty calendar days from the posting expiry date. In cases where this is not practical, the Company will advise the union of the anticipated conclusion date of the job posting process. In any event, any successful applicant will be awarded the classification within sixty calendar days.

- .08** The Company will set up a voice mail system for off-site employees to call in to be advised of current job postings.

12.5. LAYOFF, RECALL FROM LAYOFF - ALL CLASSIFICATIONS

- .01** In cases of layoff and recall from layoff seniority shall govern provided the employee(s) remaining in the classification have the ability to perform the available work.

- .02** Notwithstanding the above provisions, it is agreed that employees in a technical representative classification (TR classification) shall not be deemed to have bumping rights with respect to non-TR classifications except those jobs defined in Appendix A attached as "entry level" non TR jobs and provided any employee attempting to exercise such right has the ability to perform the work without training. It is agreed further that employees in non-TR classifications shall not be deemed to have bumping rights with respect to TR classifications except those defined in Appendix A attached as "entry" level TR jobs and provided any such employee attempting to exercise such right meets the requirements of the particular classification.

- .03** If a layoff or layoffs results or would result in the layoff of all Local Union Officers, the senior Local Union Officer shall be retained, notwithstanding his seniority, and provided he is able to perform available work. "Local Union Officer" means President or Plant Chairman, Vice President or alternate to the Plant Chairman and Chief Steward.

.04 Notice of Layoff -

- (a) When there is a reduction in the work force, employees shall be given one week's notice in advance of the layoff or pay in lieu thereof. The layoff shall commence at the end of the employee's shift on Friday.
- (b) The Union shall be notified at the same time of the proposed layoff, its extent and expected duration.

- (c) The provisions of this clause 12.5.04 shall not apply to layoffs of short duration caused by events beyond the control of the Company such as natural disasters.
- .05 The provisions of this Seniority Article shall not apply to layoffs of 1 full shift or less.
- .06 In the event of a lay-off, the provisions of Article 12.5 are not deemed to confer the right of an employee to bump an employee in a posted position of a higher level standing.

ARTICLE 13 - VACATIONS

- .01 An annual vacation with pay shall be granted to each employee entitled thereto according to the following schedule and the following vacation pay:
- (a) employees who have completed less than one year of full time continuous service as of April 30th in any year shall be entitled to a vacation in the amount of one day for each month of service calculated from the date of hiring to April 30th together with vacation pay of 4% of salary earnings (exclusive of premiums and bonuses) during such twelve month period;
- (b) employees who have completed ten or more full calendar months continuous service as of April 30th in any year shall be entitled to a vacation of two weeks together with regular pay.
- (c) employees who have completed more than five years of continuous full time service as of April 30th in any one year but less than ten years shall be entitled to a vacation of three weeks together with regular pay.
- (d) employees who have completed more than 10 years of full time continuous service as of April 30th in any one year shall be entitled to a vacation of four weeks together with regular pay.
- .02 In order for an employee to be entitled to full vacation pursuant to clause 13.01(b)(c)(d) above, such employee must have worked 26 weeks in the previous year. Employees working less than 26 weeks in the previous year shall have their vacation entitlement pro-rated accordingly. In determining entitlement to vacations, Maternity leave shall be deemed to be time worked.
- .03 There shall be no carry over of vacation from one vacation year to the next except in extenuating circumstances in which case prior approval must be obtained in writing from management. Such approval shall not unreasonably be withheld. The request to carry over vacation into the following vacation year must outline the reasons and vacation dates requested.
- .04 Where an employee leaves the employ of a Company, the Company shall for each week of vacation entitlement pay as vacation pay 2% of gross earnings from the previous May 1st less any amount of vacation pay previously paid for that period.
- .05 The Company shall request and employees must submit vacation preference, if any, no later than April 1st for the subsequent vacation year. Where an employee requests a specific vacation period, the Company shall confirm or deny, in writing such request by May 1st. Where, in scheduling vacations in accordance with the foregoing, conflicts arise as to choice of vacation times, consideration shall be given to respective length of service, and the efficiency of operations in the final determination of a vacation schedule.
- .06 Notwithstanding clauses 13.01 (c) and (d), during the vacation year in which an employee's fifth or tenth anniversary dates fall, that employee shall be entitled to three weeks or four weeks vacation with pay, as the case may be, with effect from his/her anniversary date, such vacation to be taken within that same vacation year. For the purpose of this Article, the vacation year is May 1st to April 30th.
- .07 Vacation pay for each week of vacation entitlement shall be the greater of regular pay continuation, or two (2%) percent of the employee's gross annual earnings (less car allowance and clothing allowance).

ARTICLE 14 - HOLIDAYS

.01 Employees shall be entitled to the following holidays with pay:

New Year's Day
 Good Friday
 Victoria Day
 Canada Day
 Civic Holiday
 Labour Day
 Thanksgiving Day
 Christmas Day
 Boxing Day
 Two Additional Days (see clause 14.06)

.02 Holiday pay shall be computed on the basis of the number of hours the employee would otherwise have worked had there been no holiday, at the employee's regular straight time hourly rate of pay.

.03 In order to qualify for holiday pay, the employee must work his full scheduled hours of work on his work day immediately preceding and immediately following the holiday unless excused by the company or the employee was absent due to:

- (a) regularly scheduled vacation;
- (b) an employee's regularly scheduled day off;
- (c) an authorized leave of absence or an illness or accident (established to the satisfaction of the Company) which absence lasted for a period of at least 3 consecutive days, including the qualifying days.

.04 In the event that any of the above holidays fall on a Saturday or Sunday, the Company agrees to schedule another day off, with pay, in lieu of the holidays set out above.

.05 Where an employee is required to perform work on one of the above-mentioned holidays, he shall be paid time and one-half his regular straight time hourly rate for all hours worked in addition to another day off with pay in lieu of the holiday as set out above.

.06 The Company will during each twelve month period, schedule two additional holidays, or four half days in lieu thereof, and such additional time off shall not be a premium day under para 5. The Company will notify the Union of the dates selected for the two additional holidays.

.07 When any holiday is observed during an employee's scheduled vacation period he shall receive holiday pay as provided in clause 14.02 above and shall be granted an additional day off.

.08 If an employee does not successfully complete his probationary period, any holiday pay which he has received during his employment pursuant to this Article, will be reimbursed to the Company and deducted from his last pay cheque.

The Company will issue a schedule of holiday dates for the calendar year, prior to March 1st that same year.

ARTICLE 15 - HOURS OF WORK

.01 The standard work week for all employees shall be 36.5 or 37 hours per week (exclusive of lunch periods) as set out in Appendix E. Nothing in this Article shall be considered as a guarantee of the hours of work per day or the days of work per week. The present normal departmental starting and finishing times as set out in Appendix B may be varied by up to one hour.

- .02** Authorized hours worked in excess of **36.5** or **37** hours per week or **7.5** hours per day as the case may be, shall be compensated at time and one half the employee's regular straight time hourly rate. Such authorized excess hours worked on a Sunday shall be compensated at two times the employee's regular straight time hourly rate.
- .03** There shall be no duplication or pyramiding of hours of work for the purpose of computing overtime or other premium payment.
- .04** Shop and inside warehouse employees shall continue to be allowed a controlled **fifteen** minute rest period during each half shift and a five minute wash up period at the end of the shift. Outside **service employees** may, subject to the requirements of service, continue to take a break not in excess of **15** minutes in each half shift.
- .05** Employees working overtime for **3** or more hours will be permitted a thirty minute paid meal break at some time during such three hours.
- .06** In distributing overtime work the Company will endeavour to follow the principle of distributing such work as equitably as possible among those normally performing the work in the **department** or territory, as the case may be, subject to the following:
- (a) the Company shall assign customer service work to be performed on an overtime basis to the first Tech Rep. in the territory who normally performs such work who calls in or is contacted after Company despatch is authorized to assign the overtime;
 - (b) a senior employee may decline an overtime opportunity if a junior employee who normally performs such work in the territory or department, as the case may be, is readily available to perform such work;
 - (c) this clause **15.06** shall not apply to any overtime of an employee resulting from work commenced by such employee during normal working hours;
 - (d) if an employee is not provided with the opportunity to work overtime as set out above such employee shall be given the opportunity to do so as soon as practicable.
- .07** A shift premium of **10%** of the employee's regular wage rate shall be paid for all hours worked on the **afternoon** shift. An afternoon shift is one that starts on or after **12** noon Monday to Thursday and **11.00** a.m. on Friday.
- .08** Shift premiums and overtime premiums shall not be pyramided, that is employees who work overtime in conjunction with a shift which attracts a shift premium shall be entitled to both premiums but not calculated one on top of the other.

ARTICLE 16 - LEAVES OF ABSENCE

- .01** The Company may in its discretion grant leave of absence without pay or benefits for **legitimate** personal reasons. Requests for such leave shall be made in writing to personnel and the **applicable Department Manager** stating the reasons for such request and the proposed duration of the leave at least **two** weeks in advance of the commencement of the leave except in cases of emergency.
- .02** The Company will grant an employee leave of absence without pay or benefits for up to one year to work in an official capacity for the Union provided such request is made by the employee and the Union in writing at least one month in advance of the commencement of the leave.
- .03** Subject to the requirements of operations, the Company shall grant casual leave of absence without pay or benefits to employees to attend Union conventions or seminars for not less than one day or more than **14** consecutive calendar days provided a **written** request for such leave in each case is made by the Union to the Personnel Manager at least **15** working days in advance. A maximum of **15** of the person days leave shall be granted with continuation of pay for employees attending Union **educational** seminars.

.04 The Company agrees, when requested in writing by the Union, to continue the pay and benefits of an employee absent from work pursuant to clause 16.03. The Union shall immediately reimburse the Company for such payment upon receipt of a statement from the Company showing the amount owing for such pay and benefits. The provisions of 16.04 will apply also to leaves of 60 calendar days or less granted under 16.02.

.05 Maternity and Parental leave shall be granted in accordance with the terms set out in the Employment Standards Act, as amended. Where a medical condition arising from her pregnancy so requires, an employee may obtain an extension of her maternity leave without pay or benefits for a further period not exceeding three months provided that within two weeks from such condition arising the employee provides the Company with the certificate of a legally qualified medical practitioner stating that she is not able to perform her regular duties because of such condition and the expected duration of the incapacity. In scheduling the return of an employee following an approved Maternity or Parental leave, the Company will make every reasonable effort to assign the employee to a similar position within the same territory he/she was assigned to prior to the leave.

.06 An employee may be required by the Company to substantiate the medical reasons if any for absence. In any relevant case the company may also require an employee to provide medical information with respect to the condition in question. Normally the Company will rely upon a report written by a physician of the employees choosing. Where however, the company has reason to seek further information specifically with respect to his fitness to perform the assigned work, it may require the employee to authorize the release of such information and attend at physician mutually agreed by the Company and the patient's physician.

ARTICLE 17 - BEREAVEMENT

.01 In the event of a death in the immediate family an employee will be granted up to three consecutive days leave of absence for compassionate reasons, commencing with the date of death and concluding with the day following the funeral. Such leave shall be without loss of pay from regular earnings. Immediate family shall mean spouse, spousal equivalent, child, step-son, step-daughter, parent, stepmother, step-father, sibling, step-sister, stepbrother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild.

.02 In the event of the death in the immediate family of a spouse, spousal equivalent, child, parent, step-son or stepdaughter, siblings, the three consecutive days leave of absence will be increased to five consecutive days leave, for the purpose of arranging for and attending the funeral, subject to the provisions of 17.01 above.

ARTICLE 18 - JURY AND WITNESS DUTY

An employee shall be granted leave of absence with pay at his regular hourly rate, for the normally scheduled number of hours the employee would regularly have otherwise worked for the purpose of sewing jury duty, or as a material witness subpoenaed by the Crown or as a subpoenaed witness in a court proceeding. Provided that the employee shall reimburse the Company to the full amount of jury pay or witness fees excluding the expense allowance received by him.

ARTICLE 19 - CALL-IN AND STANDBY PAY

When an employee is called into work outside his regularly scheduled working hours, he shall receive time and one half his regular straight time hourly rate for all hours so worked with a minimum guarantee of three hours pay at time and one half except to the extent that such three hour period overlaps or extends into his regularly scheduled working hours. In such a case, the employee shall receive one and one half his regular straight time hourly rate for actual hours worked up to the commencement of his regularly scheduled working hours.

.02 Where an employee is required to remain available by telephone or other device provided by the Company so that he/she may be called in outside his/her regularly scheduled working hours he/she shall receive \$90.00 for each weekend period he/she is so required to standby. Effective July 25, 1997, the subsidy will increase to \$100.00.

ARTICLE 20 - REPORTING ALLOWANCE

If an employee reports for work on his regular shift, without having been notified prior to three hours before the commencement of his shift not to report, he will be given at least four hours work at his regular rate of pay or, if no work is available he will be paid the equivalent of four hours at his regular rate of pay in lieu of such work. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Company.

ARTICLE 21 - SAFETY AND HEALTH

.01 The Company and the Union agree to maintain the highest standards with respect to health, safety and the environmental concerns in order to prevent occupational illness and injury within the workplace. In this regard, the parties agree that their respective representatives shall act in a co-operative and responsible manner so as to further the health, safety and environmental needs of the workplace and its workforce.

.02 The Company and Union shall maintain a Joint Occupational Health and Safety Committee consisting of not more than three members selected or appointed by the Union and not more than three members appointed by the Company. The Committee shall be co-chaired by one union representative.

.03 The Company shall post the names and the work locations of the Committee members. The names shall be posted in a conspicuous place or places where they are most likely to come to the attention of the workforce.

.04 The Joint Occupational Health and Safety Committee shall meet once per month, and shall have as its primary purpose, the prevention of accidents, the elimination of unsafe working conditions, and the prompt investigation of the nature and cause of accidents or injury including review of the status of W.C.B. claims in process or pending. Minutes of all meetings shall be kept.

Prior to the regular monthly meeting, the Committee shall inspect the workplace for the purpose of identifying hazardous conditions or unsafe practices.

Members of the Committee shall be permitted up to one (1) hour preparation time, with no loss of pay or benefits, prior to each monthly committee meeting. The schedule of such preparation time will be mutually agreed.

The Union Chairperson of the Committee shall have the right to accompany all authorized Safety Inspectors on tours of the workplace.

Reports of all inspections performed under this article as well as information relating to workplace accidents and occupational illness claims shall be made available to the Joint Occupational Health and Safety Committee.

The Company also agrees to make available to the Committee, M.S.D. information including the trade name and or technical description (including chemical analysis if available) of relevant compounds and substances used in the workplace.

.05 Where an employee, after he/she has commenced work, is injured in the performance of his/her duties, he/she shall, to the extent that he/she is required to stop work and receive treatment, be paid for wages for the remainder of his/her shift. If necessary, the Company will provide or arrange for suitable transportation for the employee to the doctor or hospital and back to the Plant and/or to his/her home as is necessary. If it is necessary because of such accident for an employee to receive medical treatment subsequent to his/her return to work, he/she shall be paid for any time lost from regular working hours to attend such appointment. This provision will apply to partial shifts only where it is not possible to arrange such medical appointment outside of regular working hours. Information concerning such medical services available will be maintained on file by Human Resources in order to assist an employee to arrange such medical appointment outside of regular working hours.

.06 Employees required to wear safety shoes in the performance of their work, will be entitled, subject to proof of purchase, to an allowance of \$85.00 towards the purchase of one pair of safety shoes per year. Effective July 25, 1997, the subsidy will increase to \$90.00.

EMPLOYEE DISABILITY

ARTICLE 22 - WAGE RATES

ARTICLE 23 - PAY FOR TEMPORARY ASSIGNMENTS

- .01** An employee temporarily assigned to work in the classification carrying a higher rate of pay than the classification from which he was assigned shall receive such higher rate of pay provided the time spent in the new classification is one hour or more in which event the higher pay shall be from the first hour.
- .02** An employee temporarily assigned to work in a classification carrying a lower rate of pay than the classification from which he was assigned shall be paid:
- (a) where such transfer is due to lack of work, he shall be paid the rate of the classification to which he is assigned;
 - (b) where such transfer is at the convenience of the Company, he shall continue to be paid at the rate applicable to the classification from which he was assigned.

ARTICLE 24 - VEHICLE ALLOWANCE

- .01** If the Company requires an employee to use his motor vehicle in connection with his work, an allowance shall be paid on the following basis:
- (a) In respect of an employee using his vehicle regularly (currently Field Service Techs) a monthly allowance of \$410.00 plus 9.5c per kilometre of business use. In consideration of this allowance the employee shall provide for his/her daily use a suitable vehicle taking into account the allowance and the assumptions on which it is based. Effective January 01, 1995, business use will include travel to and from work.
 - (b) In respect of an employee who is required to have a vehicle available, if so notified, not later than the preceding work day (currently Shop Techs. and Electro-Mechanical Technicians) the Company will pay .31 cents/km (or applicable corporate rate if higher) plus parking when employees own car is used for business. For employees hired on or before October 15, 1992, the current monthly allowance of \$145.00 shall continue.

- (c) Vehicle allowance will cease in the following circumstances:
- (i) In the event that the employee's regular work changes and the use of a vehicle, per 24.01 (a) or (b) above, is no longer applicable, except for the duration of a temporary assignment.
 - (ii) For the duration of an approved leave of absence granted in accordance with Article 16.01.
 - (iii) In any event when the employee ceases to be actively working and on the Company payroll, except when this is as a result of sickness or injury or occupational injury/disability, in which case the allowance will continue for a maximum of 13 weeks.

.02 Clause 24.01(a) will be modified to allow the employee the calculation set out therein or the present allowance equivalent to \$8000.00 per year (payable by 26 bi-weekly payments of \$307.69). The employee may elect once every 12 month period to elect the other system of calculation or, may elect within 20 working days of his assigned territory changing.

ARTICLE 25 - CLOTHING ALLOWANCE

- .01 In consideration of an employee in a TR classification (except trainees) being required to comply with the Company's Dress Code, in addition to the hourly rates set out in Article 22, an employee shall receive for each month worked an allowance equivalent to \$70.00 per month (payable by 26 bi-weekly payments of \$32.31).
- .02 In consideration of employees in the classifications of assemblers, senior assemblers, parts clerks, parts coordinators being required to comply with the Company's Dress Code, such employees shall receive for each month worked the current clothing allowance.
- .03 In consideration of employees in the classification of warehouse labourers being required to comply with the Company's Dress Code, such employees, effective January 1, 1995, shall receive for each month worked the current clothing allowance.

ARTICLE 26 - INSURED BENEFITS

.01 Eligibility and Participation

All permanent employees who have a 60 day probation period are eligible and required to participate in the Company's Life Insurance Plan, Accidental Death and Dismemberment Plan, however, will take effect only after the employee has completed 12 months of continuous service.

.02 (a) Contribution

- (i) The Company shall contribute 100% of the premiums for Life Insurance, Accidental Death and Dismemberment Insurance, Extended Health Plan and Dental Plan.
- (ii) The Company shall contribute the full cost of the Short Term Disability Plan.
- (iii) The employee shall contribute, by payroll deduction, the full cost of the Long Term Disability Plan.

.03 Summary of Benefits

The following benefit descriptions are in summary only. The full extent of the coverage and the terms and provisions of the plans are contained in the insurance carriers contract.

- (i) Life Insurance - One times Regular Earnings
- (ii) Accidental Death and Dismemberment - One times Regular Earnings
- (iii) Extended Health Plan - semi-private hospital coverage 100% no deductible

- **prescription drugs, 100% reimbursable** subject to an annual deductible of **\$25** per employee and an additional **\$25** per family.
 - vision care, **\$200** each **24** months.
 - (iv) Dental Care Plan
 - deductible, **\$25** per employee and an additional **\$25** per family
 - routine and preventative treatments **100%** reimbursable
 - major dental treatments, **80%** reimbursable
 - expenses reimbursed are limited to the ODA current schedule of fees
 - dental expenses are subject to a limit of **\$2000** per calendar year per employee
 - (v) Short Term Disability (Effective January 1, 1991)
 - commences from the 8th consecutive day of disability due to accident or sickness
 - maximum period of disability during which benefit is payable - **17** weeks
 - bi-weekly benefit, **66 2/3%** of base salary
 - (vi) Long-Term Disability Insurance
 - commences following **17** weeks disability
 - monthly benefit **66 2/3%** gross earnings to a maximum of **\$1500**
 - based on current legislation, the premiums being paid by the employee, renders the benefit **non-taxable**
- .04** Present employees not **members** of such Plan shall be provided with the opportunity once in each **12** month period to join the Plan.
- .05** Pension Plan
- (i) It is agreed that the application of the Company-wide pension plan for employees shall continue to apply to eligible bargaining unit employees on the active payroll in conformity with their general application throughout the Company as amended from time to time during the currency of the collective agreement and subject to the terms and conditions of the plan. The application of the plan shall also be subject to the payment by eligible employees of their required contribution through payroll deduction.
 - (ii) While the application of the pension plan to employees may be the subject of a grievance (if the benefits of the Plan are **improperly** withheld), it is **understood** and agreed that the plan does not form part of this collective agreement and is not itself subject to the grievance procedure or arbitration.

ARTICLE 27 - SICK LEAVE

- .01** An employee who **has** completed his probationary period shall be credited with **9** days sick leave for each **12** months of the **Agreement**. Such sick pay shall be paid to the employee from the first day of hospitalization or injury, or any other disability or illness. In addition, if an emergency arises, requiring an employee to take time off and **permission is** obtained from the Company, which permission shall not be unreasonably withheld, the employee can use the sick days for that purpose.
- .02** Sick Days Carry Over
- (a) At the end of each contract year, **50%** of unused credited sick days for that calendar year (maximum of four and one half (4.6) days) will be **carried** forward to the following calendar year to provide additional income protection.
 - (b) For the **purpose** of calculating carry over, unused credited sick days may include carry over days from the previous year, but **the maximum of** four and one half (**4.5**) carry over days to the following year will still apply.
 - (c) The maximum sick time available in one year is thirteen and one half (**13.5**) days.
- .03** Cash Payment for Unused Sick Time
- (a) Payment for unused sick **time** will be calculated at the end of each contract year. **50%** of the employee's unused credited sick days for that contract year will be paid the employee in the **form** of a cheque.

- (b) For the purpose of calculating payment for unused sick time, unused credited sick days may include carry over days from the previous year.
- .04 The employee must be employed for the full contract year to be eligible under the 27.02 and 27.03 provision. Calculation of carry over and cash payment will be on a pro-rata basis for employees on extended absences for any reason other than maternity.

ARTICLE 28 • LABOUR-MANAGEMENT RELATIONS COMMITTEE

A Labour-Management Relations Committee shall be formed consisting of four (4) representatives from the Company and four (4) representatives from the Union. The committee shall meet at least once per month. Time spent by employees in carrying out functions of the Committee shall be considered time worked.

The purpose of this committee will be to discuss matters of concern, to deal with problems arising from the administration of the collective agreement and to improve communications between the parties. It is agreed by the parties that any concerns on issues relevant for discussion by the committee be communicated without delay to the other party in order to facilitate prompt resolution.

Furthermore, these meetings will provide an opportunity to discuss product and service issues and an opportunity to discuss the implementation of new programs designed to improve job satisfaction and efficiency, and the application of this agreement to such programs.

ARTICLE 29 • INTERNATIONAL AID & DEVELOPMENT

The Company shall deduct on a bi-weekly basis 75c from wages of each employee for the Humanity Fund and shall forward to the Union before the 15th of the month following indicating the employees from whom such deduction has been made. It is a condition of such deduction and the Union so states that the Humanity Fund monies are being used for famine relief and other similar humanitarian purposes and not for partisan political purposes. The first deduction shall commence from the first pay cheque in the second month following ratification. Such deduction may be discontinued on receipt by the Company (copy to the Union) of the employee's written direction to discontinue such deduction which discontinuance will be effective from the first pay period in the month following.

ARTICLE 30 • EDUCATIONAL ASSISTANCE

Subject to obtaining written management approval in advance, employees who voluntarily enrol for approved courses on their own time to increase knowledge and skills relevant to the job function, will be reimbursed for the course fees on successful completion of the course and submission of applicable receipts and documentation evidencing successful completion.

The Company may, at its sole discretion, authorize and arrange for such training to take place during normal working hours in which case the cost of the course will be paid by the Company and the employee will suffer no loss of regular earnings for time so spent in attending the authorized training.

ARTICLE 31 • LIFELINE FOUNDATION

The Company and the Union agree to cooperate in encouraging employees with mental illness, alcohol, drug or personal problems to avail themselves of the assistance of "Lifeline", and further the Company agrees to such membership in the Lifeline Foundation and to contribute financial support on the following basis:

The Company agrees to match the contribution of the Union local towards lifeline, up to a maximum amount of five dollars (\$5.00) per year, per employee.



ARTICLE 33 - TERMINATION

This Agreement shall be effective from the 25th day of July, 1996 and shall continue to the 24th day of ~~July, 1998~~. Either party desiring to renew or amend the Agreement shall give notice in writing of ~~its~~ intention not later than 30 days and not earlier than 90 days prior to their termination date of the Agreement. Negotiations shall commence not later than 15 days after giving such notice or as the parties may agree. If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of the Agreement prior to the expiration date, the agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.

Executed by the parties this 25 day of JANUARY 1997.

On behalf of The United
Steelworkers of America

On behalf of OE, A Division of Canon Canada Inc.

Mohamed Bakir
Billy Shute
[Signature]
Bill Sweet
[Signature]

[Signature]
J. C. Welton
[Signature]
[Signature]

Oshawa Addendum

conditions: "The Company's **Oshawa facility** shall be covered by this collective agreement subject to the following

- (a) The Plant **Chairman** at Markham shall not participate In Step 2 Grievance Meetings **relating** to grievances filed by or on behalf of **Oshawa** employees.
- (b) The Safety and Health Program at **Oshawa** shall be operated independently of ~~that at Markham~~. ~~The~~ Occupational Health and Safety Committee at **Oshawa** shall be composed of one Member **electd** or appointed by the union and one Member appointed by the Company. The Union Chairperson of the **Occupational Safety and Health** Committee shall have the right to accompany the **Oshawa** unit Safety and Health member at meetings and inspections of the workplace at least every three **(3)** months.

APPENDIX A

ENTRY LEVEL JOBS

Classifications: Trainee

Non-TR Classification: Assemblymen, Parts Clerk, Warehouse Labour, Helper, Van Driver, Truck Driver, Utility/Driver & Installer

APPENDIX B

<u>DEPARTMENT</u>	<u>HOURS</u>	<u>DAYS</u>	<u>TOTAL HOURS</u>
Warehouse	8:00-4:30	Mon.-Thurs.	7.5 x 4 = 30.0
	8:00-3:30	Friday	<u>6.5</u>
			Total 36.5
Warehouse 2nd Shift	12:00-8:30	Mon.-Thurs.	7.5 x 4 = 30.0
	11:00-6:30	Friday	<u>6.5</u>
			Total 36.5
Inside Service	8:00-4:30	Mon.-Thurs.	7.5 x 4 = 30.0
	8:00-3:30	Friday	<u>6.5</u>
			Total 36.5
Outside Service	8:30-5:00	Mon.-Thurs.	7.5 x 4 = 30.0
	<i>1/2 hr. extra on parts day may be required by company at regular rates=</i>		<u>.5</u>
	8:30-4:00	Friday	<u>6.5</u>
			Total 37.0
Furniture Warehouse	8:00-4:30	Mon.-Thurs.	7.5 x 4 = 30.0
	8:00-4:00	Friday	<u>7.0</u>
			Total 37.0
Parts 2 Shifts	7:30-4:00	Mon.-Thurs.	7.5 x 4 = 30.0
	7:30-3:00	Friday	<u>6.5</u>
			Total 36.5
	9:30-6:00	Mon.-Thurs.	7.5 x 4 = 30.0
	8:30-4:00	Friday	<u>6.5</u>
			Total 36.5

APPENDIX C

HOURLY WAGE RATES

NON-TR CLASSIFICATIONS

<u>EFFECTIVE:</u>	<u>JULY 25/1996</u>	<u>JULY 25/1997</u>
Assembler	\$ 13.93	\$ 14.27
Sr. Assembler	15.21	15.59
Parts Clerk	13.93	14.27
Parts Coordinator	15.88	16.24
Elec. Mechanical Tech.	15.88	16.27
Sr. Elec. Mech. Tech.	17.17	17.59
Shipper/Receiver	16.30	16.70
Warehouse Labourer	13.93	14.27
Helper	13.32	13.65
Van Driver	14.16	14.51
Truck Driver	14.36	14.71
Utility/Driver	15.21	15.59
Jr. Installer	15.21	15.59
Installer	17.73	18.17

JLES RE: APPENDIX C

An employee hired into entry positions (*) above will be paid \$1 per hour below the rate above (Appendix C) during the probationary period.

An employee who has completed 12 months as a Electro Mechanical Technician will progress automatically to Sr. Electro Mechanical Technician subject to meeting the requirements of the job.

An employee who has completed 12 months as a Jr. Installer will progress automatically to Installer subject to meeting the requirements of the job.

APPENDIX DHOURLY WAGE RATESTR CLASSIFICATIONS

<u>EFFECTIVE:</u>	<u>JULY 25/1996</u>	<u>JULY 25/1997</u>
Trainee	\$ 11.42	\$ 11.70
L 1	12.47	12.78
L 2	13.51	13.84
L 3	15.50	15.88
L 4	17.87	18.31
L 5	19.88	20.37
TS/FS/SS/PS	22.77	23.33

APPENDIX E

EXTENDED HEALTH CARE BENEFITS FOR EMPLOYEES & DEPENDENTS

Covered Expenses Not Subject to Cash Deductible
 Hospital Care (semi-private hospital).

Covered Expenses Subject to Cash Deductible
 Nursing care
 Ambulance, Laboratory and Out-Patient Charges
 Prescription Drugs
 Paramedical Care
 Appliances
 Excess Billings
 Special Limited Dental Care

Cash Deductible

The Cash Deductible required to be satisfied each calendar year before benefits are payable is \$25.00 for each individual, subject to an overall limit of \$50 for each family. The accumulation period with respect to the cash deductible is 12 months on a calendar year basis.

Benefit Percentage

After application of the Cash Deductible, the covered expenses listed on the following pages are reimbursed at 100%.

Paramedical Care Limits

Eligible charges are subject to the following limits:

\$20 per visit (waived if visit is for surgical procedure) and \$400 incurred in any continuous period of 12 months for each category of practitioner per person (20 visits per year).

Maximum Benefit

Unlimited in respect of each insured person.

APPENDIX F

DENTAL EXPENSE BENEFIT FOR EMPLOYEES AND DEPENDENTS

Covered Items Subject To Cash Deductible	Benefit Percentage	Provincial Dental Numbers	Assoc. Code
BASIC BENEFITS			
Diagnostic and preventive services	100%	00001 to 19999 plus 43310	
Restorative services	100%	20000 to 23999 plus 39930	
Surgical services (extractions)	100%	70000 to 72399	
General services	100%	90000 to 99999	
Endodontic services	100%	30000 to 39999	
Periodontic services	100%	40000 to 49999	
Extensive surgical services	100%	72400 to 79999	
Prosthodontic services (repair)	100%	55000 to 59999 plus 54250	
MAJOR BENEFITS			
Prosthodontic services	80%	50000 to 54999	
extensive restorations	80%	24000 to 29999 and 60000 to 69999	

Schedule of Fees

Current Ontario Dental Association Fee Schedule.

Cash Deductible:

Cash deductible applicable to each individual member is \$1,000 on an annual basis. The deductible is subject to an overall family limit of \$50,000 per year.

Annual Maximum Benefit

\$2,000 in respect of each insured person as per current plan.

LETTERS OF UNDERSTANDING

The following letters were agreed to and/or renewed.

Letter of UnderstandingRE: CONTRACTING OUT - Article 3 (Renewed)

The following outlines the agreement reached between the Company and the Union with respect to contracting out work.

1. The Company confirms that it is not the practice nor the intent of the Company to contract out work that is normally performed by employees in the bargaining unit where the result of such Contracting out would result in the layoff or prevent the recall of employees in the bargaining unit.
2. **D & M**
It is understood and agreed that the Company currently employs the services of D & M. The parties agree that the specific work currently being performed by D & M is not work that is normally performed by employees in the bargaining unit.
3. Other Work
When the Company is considering contracting out work which is normally performed by employees in the bargaining units, the Company agrees to notify the union as far as possible in advance of its intention to contract out such work with a detailed description of the work to be contracted out, disclosing all foreseeable effects and repercussions on employees.

Where the Company has notified the Union of its Intention to contract out work, the parties will hold a Labour/Management Committee meeting to engage in constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from the intended contracting out.

Letter of UnderstandingRE: DISCIPLINARY ACTION - Article 11.03 (Renewed)

Following settlement of the Collective Agreement, the Company and Union agree to meet to determine categories of discipline which, in the context of Article 11.03, fall into the category of "similar disciplinary action".

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Letter of UnderstandingRE: PICKET LINES - Article 5 (Renewed)

The Company confirms ~~its~~ current practice of recognizing that from time to time specific circumstances may occur when an employee has reasonable concerns in the course of ~~his/her work~~ when it is necessary to cross a ~~legal~~ picket line.

In such cases the employee may request that ~~he/she~~ be relieved of the ~~assignment~~ and the Company may agree to the request. Such agreement will not be unreasonably withheld. The Company will make appropriate alternative arrangements to ensure that service requirements of customers are met.

Letter of UnderstandingRE: PRE-DISCHARGE REVIEW (Renewed)

In cases where termination of an employee ~~is~~ being considered by the Company as the result of progressive discipline, the Union will ~~be notified~~ that such ~~action is~~ being considered and may request a review meeting ~~with~~ the Company prior to the ~~disciplinary~~ action being taken. Such meeting will be scheduled ~~within 5~~ days of ~~notification~~ and be attended by the Union President and designates, ~~representatives of~~ management and the Field Staff Representative if requested by either party. Such meeting will not be scheduled when Immediate termination ~~is~~ deemed appropriate where retention of the employee presents concerns for the safety of employees or Company property or when the termination is due to fighting, theft, refusal to perform work, gross insubordination or other similar serious infractions.

Letter of UnderstandingRE: UNION BUSINESS (Renewed)

In order to provide confidentiality for conducting Union business as referred to ~~In~~ Article 7.05 and as otherwise agreed by the Company, an office with a telephone will be made available for the Union with provision for a locked ~~filling~~ cabinet, for the duration of ~~this~~ collective agreement as defined in ~~Article 33~~ • Termination, and subject to review and agreement thereafter. The office will be provided on the condition that it remain a standard ~~OE~~ office and ~~normal~~ requirements applicable to employee users of all ~~OE~~ offices are met and maintained.

Permission for use of the office will be granted subject to Article 7.05 of the collective agreement.

Letter of UnderstandingRE: UTILITY/DRIVER (Renewed)

The Utility/Driver classification will be scheduled to work Monday to Friday, but may, based ~~on~~ business requirements, be scheduled to work on a Tuesday to Saturday work week in which ~~case~~ overtime worked on Sunday will be paid at double time and Monday will be considered the ~~second~~ rest day for which overtime at time and one half will be paid.

Notwithstanding Article 15 - Hours of Work, the daily starting time for the Utility/Driver may ~~be~~ scheduled to start between 8:00 am. and 12:00 p.m., subject to the Utility/Drivers being notified ~~the~~ prior week of the scheduled starting time which will be applicable for the full week following.

Letter of Understanding

RE: SCHEDULING OF TRAINING, TERRITORY ASSIGNMENT • SERVICE TECHNICIANS (Renewed)

Assignment of territories and scheduling of technical training is an ongoing responsibility of the Company in order to have teams which are balanced in terms of skills necessary to meet the requirements of customers within each of the territories.

When it is necessary for the Company to transfer an employee to another territory and based on the criteria established by the Company there is a choice of employees who may be transferred, the least senior employee will be considered first. In such cases, the Company will meet with the employee affected to explain the reasons for the decision.

In scheduling training, it is the intent of the company to ensure that appropriate skills are attained by employees based on skills required in the job. If a number of employees require the same training based on job requirements and meet the training pre-requisites, to the extent practical, seniority will be taken into account in developing the schedule of training for each employee.

It is understood that these issues shall be the subject of Ongoing discussion and review at the Labour Management Relations Committee.

Letter of Understanding

RE: CALL IN AND STANDBY PAY (Renewed)

Further to Article 19.01, where an employee is required to perform a service call, the Company will pay 1/2 hour travel time for the return trip home, effective January 1, 1995.

Letter of Understanding

RE: OE MARKHAM

It is not the Company's intent to move all or part of its existing operation (as of the date of ratification) beyond the scope of existing union bargaining rights or beyond any potential extension of those rights under Article 3.02 during the term of the Collective Agreement.

Letter of Understanding

RE: INTEGRATED PRODUCTS SPECIALIST AND DIGITAL SYSTEMS ANALYST

The Company's confirms that a new bargaining unit classification, Integrated Products Specialist, has been implemented as of September 1, 1996. Upon ratification, two additional vacancies within the classification will be posted in accordance with Article 12.2.01 of the Collective Agreement. A further vacancy will be posted within 6 months following the date of ratification.

Responsibilities of the Integrated Products Specialist include;

- physical and logical connection of OE total solution configurations to customer network within established specifications.
- providing service to customers on connectivity Issues where implementation in accordance with defined specifications has been effected and subsequent issues arise concerning the operation of the connected products within the parameters of the established specifications.

The establishment of this position recognizes that the Digital Systems Analyst position, a non-bargaining unit position, is a sales staff position within the meaning of Article 3.01 of the Collective Agreement. The responsibilities of the Digital Systems Analyst include:

- development of customized network solutions for existing and potential customers and development of the technical specifications for implementation of the solution.
- developing specifications for service implementation of new network installations.

Group Benefit Plan



Union Employees

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Benefit Summary

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

Employee Basic Life Insurance	\$25,000
Employee Basic Accidental Death and Dismemberment (Underwritten by UNUM Insurance Co.)	An amount equal to your Basic Life Insurance
Dependent Basic Life Insurance	
Spouse	\$5,000
Child	\$2,000
Employee Optional Life Insurance	Available in \$10,000 units to a maximum of \$200,000 subject to approval of evidence of insurability
Short Term Disability Benefits	
Waiting period	
Injury and Illness	Seven days
Maximum benefit period	17 weeks
Amount	66 2/3% of weekly earnings
Long Term Disability Benefits	
Waiting period	17 weeks
Amount	66 2/3% of your basic monthly earnings up to a maximum of \$1,500 or 85% of your pre-disability take-home pay, whichever is less

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Healthcare

Individual Deductible	\$25 each calendar year
Family Deductible	\$50 each calendar year

The individual and family deductibles do not apply to Hospital and Global Medical Assistance expenses

Reimbursement Levels	100%
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Basic Expense Maximums

Hospital	Semi-private room
Nursing	\$10,000 each calendar year
Hearing Aids	\$500 every 5 years
Custom-fitted Orthopedic Shoes	1 pair each calendar year
Myoelectric Arms	\$10,000 per prosthesis
External Breast Prosthesis	1 each calendar year
Surgical Brassieres	2 each calendar year
Patient Lifters	\$2,000 per lifter every 5 years
Outdoor Wheelchair Ramps	\$2,000 lifetime
Blood-glucose Monitoring Machines	1 every 4 years
Transcutaneous Nerve Stimulators	\$700 lifetime
Extremity Pumps for Lymphedema	\$1,500 lifetime
Custom-made Compression Hose	4 pairs each calendar year
Wigs for Cancer Patients	\$200 lifetime
Physiotherapy	Unlimited

Paramedical Expense Maximums

Chiropractors	\$20 per visit 20 visits each calendar year One x-ray each calendar year
Osteopaths	\$20 per visit 20 visits each calendar year
Naturopaths	\$20 per visit 20 visits each calendar year

Podiatrists	\$20 per visit 20 visits each calendar year One x-ray each calendar year
Chiropractors	\$20 per visit 20 visits each calendar year
Psychologists/Social Workers	\$20 per visit 20 visits each calendar year
Speech Therapists	\$20 per visit 20 visits each calendar year
Masseur	\$20 per visit 20 visits each calendar year
Lifetime Healthcare Maximum	Unlimited
Dentalcare	
Payment Basis	The Dental Association Fee Guide in effect in your province of residence on the date when service is rendered
Individual Deductible	\$25 each calendar year
Family Deductible	\$50 each calendar year
Reimbursement Levels	
Basic Coverage	100%
Major Coverage	80%
Accidental Dental Injury Coverage	100%
Plan Maximums	\$2,000 each calendar year
Note: No maximum is applied to accidental dental injury coverage	

LIABILITY FOR BENEFITS

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

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

Benefit Details

This booklet describes the principal features of the group benefit plan sponsored by your employer, but Group Policy Nos. 135853 and 135871 and Plan Document No. 51213 are the governing documents. If there are variations between the information in the booklet and the provisions of the policies and plan document, the policies and plan document will prevail. Contact your employer if you require any additional information.

C(COMMENCEMENT AND TERMINATION OF COVERAGE

If you are a permanent full-time or permanent part-time employee you are eligible to participate in all parts of the plan except for Dentalcare on the first day of the month coinciding with or next following the date on which you complete three months of continuous employment. You are eligible for Dentalcare on the first day of the month coinciding with or next following the date on which you complete twelve months of continuous employment.

- You and your dependents will be covered as soon as you become eligible.
- You must be actively at work when coverage takes effect, otherwise the coverage will not be effective until you return to work.

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

- All temporary and seasonal employees are not eligible to join the plan.

Your coverage terminates on the last day of the month in which your employment ends, or when you are no longer eligible, or the policy terminates, whichever is earliest.

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

DEPENDENT COVERAGE

Dependent means:

- Your spouse, legal or common-law.

A common-law spouse is a person of the opposite sex who has lived with you as your husband or wife for at least one year.

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

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

EMPLOYEE BASIC LIFE INSURANCE

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

- You are entitled to waiver of premium benefits after you have been continuously disabled for 17 weeks. You will be considered disabled during the period you are entitled to receive Long Term Disability benefits.
- If any or all of your insurance terminates, you may be eligible to apply for an individual conversion policy without providing proof of your insurability. You must apply and pay the first premium no later than 31 days after your group insurance terminates. See your employer for details.

BASIC ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE (Underwritten by UNUM Insurance Co.)

This benefit provides a lump sum cash benefit in the case of accidental death or dismemberment occurring anywhere in the world - 365 days-a-year - 24 hours per day - on or off the job.

You are eligible for coverage if you are a permanent full-time or permanent part-time employee of the Policyholder under age 70 and have completed three (3) months of continuous service.

Schedule of Losses

If such injuries shall result in any one of the following specific losses within one year from the date of accident, the Insurance Company will pay the sum set opposite such loss provided, however, that not more than one of these sums (the greater) shall be paid with respect to injuries resulting from the same accident.

For Loss of:	Percentage of Principal Sum
Life	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand or Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
One Leg or One Arm	75%
Either Hand or Foot	66 2/3%
Sight of One Eye	66 2/3%
Speech or Hearing in Both Ears	66 2/3%
Thumb and Index Finger of the Same Hand	33 1/3%
Hearing in One Ear	16 2/3%
Quadriplegia (Total & Irreversible paralysis of all four limbs)	200%
Paraplegia (Total & Irreversible paralysis of both lower limbs)	200%
Hemiplegia (Total & Irreversible paralysis of one arm and one leg on the same side of the body)	200%

Loss of Use of:

Both Hands or Arms	100%
One Arm or One Leg	75%
One Hand or One Foot	66 2/3%

"Loss" shall mean with regard to hands and feet, actual severance through or above wrist or ankle joint; with regard to eyes, entire and irrecoverable loss of sight; with regard to leg or arm, actual severance through or above the knee or elbow joint; with regard to thumb and fingers, actual severance through or above metacarpophalangeal joints; with regard to speech and hearing, entire and irrecoverable; with regard to paralysis (Quadriplegia, Paraplegia, Hemiplegia), loss must be complete and irreversible

paralysis of such limbs. Loss of Use of an arm, hand, leg or f. must be total and irrecoverable and must be continuous for 12 months after which the benefit for Loss of Use is payable, provided such nerve damage is determined to be permanent.

Exposure and Disappearance

If loss results from unavoidable exposure to the elements and indemnity is otherwise payable hereunder, such loss will be payable under the terms of the Policy.

If your body has not been found within one year after the date of the disappearance, sinking or wrecking of the vehicle in which you were an occupant at the time of the accident and under such circumstances as would otherwise be covered hereunder, it will be presumed that you had suffered loss of life resulting from bodily injury caused by an accident at the time of such disappearance, sinking or wrecking.

Note: Benefits payable under this plan are paid in addition to any other insurance benefit which may be in effect at the time of the accident.

Waiver of Premium

Should you become totally disabled from an accident or sickness and waiver of premium has been accepted under the Group Life Insurance Plan, coverage shall continue as long as total disability continues, until the earlier of: attainment of age 70, termination of employment or termination of the Master policy.

Repatriation Benefit

If, as the result of a covered accident, you suffer loss of life away from your Principal City of Residence (at least 100 kilometers), the Company will pay up to **\$10,000** for the preparation and transportation of your body to your City of Residence.

Rehabilitation Benefit

When an injury to you results in a payment being made by the Insurer under the Schedule of Losses of this Plan, the Insurer will pay in addition, the reasonable and necessary expense actually incurred up to a limit of **\$10,000** for special training of you, provided that:

- (a) such training is required because of such injury to you and in order for you to be qualified to engage in an occupation in which you would not have engaged except for such injury;
- (b) such expenses are incurred within two (2) years from the date of the accident.

No payment will be made for ordinary living, travelling or clothing expenses.

Conversion Provision

You may convert to an individual plan of insurance, similar to this plan, subject to the terms and conditions of the Company's individual program. The maximum principal sum under the converted policy will be \$100,000 and the rates will be those in effect at the time of conversion. This conversion must take place within 31 days of termination of coverage under the group policy.

Family Transportation

If, while on a trip covered by the policy, you are confined as an in-patient in a hospital for injuries and are under the regular care and attendance of a legally qualified physician or surgeon, other than yourself, and require the personal attendance of a family member as recommended by your attending physician or surgeon, the Company will pay for the expense incurred by your family member for transportation by the most direct route by a licensed common carrier to you, but not to exceed an amount of \$2,500.

"Family Member" means your spouse or common-law spouse (as defined below), parents, grandparents, children over age 18, brother or sister.

"Spouse" refers to a person of the opposite sex under age 70 who is either married to you or who has cohabited with you for at least one year and is publicly represented as your husband or wife.

"Hospital" means an institution licensed as a hospital, open at all times for the care and treatment of injured persons, with organized facilities for diagnosis, major surgery and with twenty-four (24) hour nursing services. Hospital will not include a facility or part of a facility primarily used for the aged, the treatment of drug addiction or alcoholism, rehabilitative care, custodial or educational care, or a rest home, nursing home or convalescent hospital.

"Regular Care and Attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing the confinement.

Comatose Benefit

If, while insured for this benefit, you suffer a covered accidental bodily injury which, independently of all other causes, results in you being in a coma, the Company will pay a comatose benefit. This benefit will be the difference between the Principal Sum Amount and any other benefits received on account of such accident.

The benefit amount will be paid to you at the end of the waiting period, at the rate of 1% each month for (a) 100 months; (b) until death occurs; or (c) until you are deemed to no longer be in a coma or comatose state, whichever occurs first. Any other benefits remaining at the time of your death will be paid to your Estate.

"Coma or Comatose" means during the waiting period, starting with thirty-one (31) days at the date of the accident, being in a profound stupor or state of complete and total unconsciousness.

"Waiting Period" means a thirty-one (31) days period from the date you become comatose for which no benefits are payable.

Home Alteration and Vehicle Modification

If you received a payment under the Schedule of Losses and were subsequently required (due to the cause for which payment under the Schedule of Losses was made) to use a wheelchair to be ambulatory, then this benefit will pay, upon presentation of proof of payment:

- A. The one-time cost of alterations, to your resident, to make it wheel-chair accessible and habitable; and
- B. The one-time cost of modifications, necessary to your motor vehicle, to make the vehicle accessible or driveable for you.

Benefit payments herein will not be paid unless:

- (a) Home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization, providing support and assistance to wheel-chair users: and

- (b) Vehicle modifications are carried out by a person or persons with experience in such matters and modifications are approved by the Provincial vehicle licensing authorities.

The maximum payable under both Items A and B combined will not exceed \$10,000.

Exclusions

This insurance does not provide benefits for losses resulting from suicide or attempted suicide; self-inflicted injuries; war, declared or undeclared; full-time service in any Military organization; travel in any aircraft or aerial device as a pilot or crew member, except while riding as a passenger in any aircraft having current and valid airworthiness certificate and which is operated by a person holding a current and valid pilot's license with a rating authorizing the person to pilot such aircraft; or travel in a Policyholder's owned or leased aircraft.

DEPENDENT LIFE INSURANCE

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

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

OPTIONAL LIFE INSURANCE

Optional Life Insurance allows you to choose additional coverage. Check the Benefit Summary for the amount of Optional Life Insurance available. When you apply for Optional Life Insurance, you must provide proof of your insurability, and your application must be approved by Great-West Life. If you die within two years after applying for Optional Life Insurance, Great-West Life has the right to verify any medical information you provided. If any inconsistencies are discovered, the claim will be denied and any premiums paid will be refunded.

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

- If you are approved for waiver of premium on your basic life insurance, your optional life insurance will also continue without premium payment as long as your basic life insurance continues but not beyond the date your optional insurance would otherwise terminate.
- If your optional life insurance terminates, you may be eligible to apply for an individual conversion policy without providing proof of your insurability. You must apply and pay the first premium no later than 31 days after your group insurance terminates. See your employer for details.
- Your optional life insurance terminates when you reach age 70.

Limitation

No benefit is paid for a suicide within the first two years of initial or increased optional life coverage. In such a situation, Great-West Life refunds the premiums that have been received.

SHORT TERM DISABILITY (STD) BENEFITS

If you are disabled due to illness or injury, the plan will provide you with a weekly income equal to 66 2/3% of your weekly earnings. Benefits begin after the 7 day waiting period is over, and continue until the earlier of 17 weeks or the end of your disability.

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

Limitations

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

No benefits are paid for:

- Any period for which you do not participate or cooperate in a reasonable and customary treatment program
Depending on the severity of the condition, the plan may require you to be under the care of a specialist
If substance abuse contributes to your disability, the treatment program must include participation in a recognized substance withdrawal program
- Disability related to any employment other than with this employer
- Any period you are eligible for benefits under any Workers' Compensation Act or similar law

- The scheduled duration of a temporary layoff or leave of absence, including maternity leave
- Any period of employment
- Disability due to or associated with cosmetic treatment, any period of prison confinement, war, insurrection or voluntary participation in a riot

How to Make a Claim

Obtain claim form M163/CMHIA - 1 from your employer. Complete the employee portion of the form and have your doctor complete the portion titled "Attending Physician's Statement". Return the completed form to your employer as soon as possible, but no later than 15 months after the end of the waiting period.

LONG TERM DISABILITY (LTD) INCOME BENEFITS

The plan provides you with regular income equal to **66 2/3%** of your basic monthly earnings up to a maximum of **\$1,500** to replace income lost if you suffer a lengthy disability due to illness or injury. Benefits begin after the **17 week** waiting period is over, and continue until you are no longer disabled **as defined by the policy** or you reach age **65**, whichever is earlier.

- **If** disability is not continuous, the days you are disabled can be accumulated to satisfy the waiting period as long as **no** interruption is longer than **2 weeks** and the disabilities arise from the same disease or injury. **If** your employer provides short term disability or sick leave benefits that are still being paid when the waiting period ends, the waiting period will be extended to the date the **short** term disability or sick leave benefits end, but no longer than one year after your disability starts.
- After the waiting period, successive disabilities are **considered** to be in the same disability period if they arise from the same disease or injury and the later disability starts within **6 months** after the previous disability ends.

- LTD benefits are payable for the first **24** months following the waiting period if injury or disease prevents you from doing your own **job**. You are **not** considered disabled if you can perform a combination of duties that regularly took at least 70% of your time to complete.
- After **24** months, LTD benefits will continue only if your disability prevents you from being gainfully employed in any job. Gainful employment is work you are medically able to perform, for which you have at least the minimum qualifications, and provides you with an income of at least **60%** of your indexed **monthly** earnings before disability.
- Because you pay the entire cost of LTD coverage, benefits are not taxable.
- Your LTD insurance terminates when you reach age **65**.

Other Income

Your monthly LTD benefit is reduced by other income to which you are entitled during disability. Your LTD benefit is first reduced by:

- disability or retirement benefits you are entitled to on your own behalf under the Canada or Quebec Pension Plan
- benefits under any Workers' Compensation Act or similar law

Your LTD benefit would also be reduced to the extent that it together with the other income listed below exceeds **85%** of your indexed take-home pay **before** disability.

- benefits another member of your family is entitled to on the basis of your disability under the Canada or Quebec Pension Plan
- loss of income benefits available through legislation which you and any other members of your family are entitled to on the basis of your disability, including automobile insurance benefits where permitted by law
- disability benefits under a plan of insurance available through membership in an association

- employment income, disability benefits, or retirement benefits related to any employment except an approved rehabilitation program

Limitations

No benefits are paid for:

- Disability that begins before your insurance starts or after it ends
- Disability arising from a disease or injury for which you received medical care before your insurance started. This limitation does not apply if your disability starts **after** you have been continuously insured for **1** year, or you have not had medical care for the disease or injury for a continuous period of 90 days ending on or after the date your insurance took effect.
- The scheduled duration of a temporary lay-off, leave of absence or formal maternity leave
- Disability arising from war, insurrection, or voluntary participation in a riot
- Any period of prison confinement
- Any period in which you do not cooperate with an approved rehabilitation program
- Any period in which you do not cooperate with a reasonable treatment program. Depending on the severity of the condition, the plan may require you to be under the care of a specialist. For substance abuse, treatment must include participation in a recognized substance abuse withdrawal program.
- Any 12-month period during which you do not live in Canada for at least 6 months

Continuation Privilege

If you change jobs, you may apply for an individual LTD policy without any medical tests. You must apply and pay the first premium no later than 31 days after you start your new job, and you must start your new job no later than 6 months after you leave your present one. See your employer for details.

How to Make a Claim

Obtain an Employee Claim Submission Guide (form M4307) from your employer and follow the guide's instructions. Return the completed form to your employer as soon as possible, but no later than 6 months after the end of the waiting period.

HEALTHCARE

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

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

Covered Expenses

- Semi-private room and board in a hospital in Canada

For out-of-province accommodation, any difference between the hospital's standard ward rate and the government authorized allowance in your home province is covered.

Great-West Life also covers the hospital facility fee related to dental surgery and any out-of-province hospital out-patient charges not covered by the government health plan in your home province.

- Drugs and medicines which legally require the written prescription of a doctor and are dispensed by a licensed pharmacist, as well as certain life-sustaining drugs
The plan will also pay for vaccines used to prevent disease
- Convalescent care for a condition that will significantly improve as a result of the care and follows a 3-day confinement for acute care
- The plan covers the government authorized co-payment for accommodation in a nursing home
- Services of a registered nurse, licensed practical nurse or registered nursing assistant who is not a member of your family, but only if the patient requires the specific skills of a trained nurse
You should apply for a pre-care assessment before home nursing begins
- Ambulance transportation to the nearest centre where adequate treatment is available
- Rental or, at the plan's discretion, purchase of certain medical supplies, appliances and prosthetic devices prescribed by a doctor
- Custom-made foot orthotics and custom fitted orthopedic shoes, including modifications to orthopedic footwear
- Hearing aids including batteries, tubing and ear molds provided at the time of purchase
- Diabetic supplies including insulin, syringes, Novolin pens, testing supplies and insulin infusion sets
- Blood-glucose monitoring machines
- Diagnostic x-rays and lab tests
- Treatment of muscle and bone disorders, including diagnostic x-rays, by a licensed chiropractor

- Treatment of movement disorders by a licensed physiotherapist
- Treatment of foot disorders, including diagnostic x-rays by a licensed podiatrist
- Treatment by a registered psychologist or social worker
- Treatment of speech impairments by a qualified speech therapist
- Services of a qualified masseur

Global Medical Assistance Program

This program provides medical assistance outside Canada through a worldwide communications network which operates 24 hours a day. The network locates medical services and obtains Great-West Life's approval of covered services, when required as a result of a medical emergency arising while you or your dependent are outside Canada for vacation, business or education. The following services are covered, subject to Great-West Life's prior approval:

- If suitable local care is not available, medical evacuation to a hospital in Canada or to the nearest suitable hospital
- Transportation and lodging for one family member joining a patient hospitalized for more than 7 days while outside Canada alone. Benefits will be paid for a round trip economy class ticket and for moderate quality lodgings up to \$1,500. Room charges, telephone calls, taxi fares and car rental for transportation to and from the hospital are covered, but meals are not.
- If you or a dependent misses prearranged, prepaid return transportation because of hospital confinement, the cost of comparable return transportation to Canada is covered. Coverage is provided only for the person confined and only when the return fare is not refundable. A rental vehicle is not considered prearranged, prepaid return transportation.
- In the event of death, preparation and transportation of the deceased to Canada

Out-Of-Country Emergency Care

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

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

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

Limitations

No benefits are paid for:

- Expenses private insurers are not permitted to cover by law
- Services and supplies that do not represent reasonable treatment
- Services and supplies associated with:
 - treatment performed only for cosmetic purposes
 - recreation or sports rather than with other daily living activities
 - the diagnosis or treatment of infertility
 - contraception, other than oral contraceptives
- Services or supplies not listed as covered expenses
- Extra medical supplies that are spares or alternates
- Services or supplies received outside Canada except as listed under Out-of-Country Emergency Care
- Services or supplies received out-of-province in Canada unless the person is covered by the government health plan in their home province and Great-West Life would have paid benefits for the same services or supplies if they had been received in the person's home province
- Expenses arising from war, insurrection, or voluntary participation in a riot
- Residences established primarily for senior citizens or which provide personal rather than medical care
- Chronic care
- Any drug or item which does not have a drug identification number as defined by the Food and Drugs Act, Canada

- Proprietary or patent medicines registered under the Food and Drugs Act, Canada

How to Make a Claim

- Out-of-province claims (other than those for Global Medical Assistance expenses) must be submitted to your Provincial Medicare Plan before you submit your claims to Great-West Life.
- Obtain form M635D from your employer. Complete this form, making sure it shows all required information.
- Attach your receipts to the claim form and return it to the benefit payments office as soon as possible, but no later than 15 months after you incur the expense.

DENTALCARE

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

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

Treatment Plan

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

Basic Coverage - 100% Reimbursement

The following expenses will be covered:

- Diagnostic services including:
 - oral examinations, cleaning teeth, topical application of fluoride solutions and bite-wing x-rays, twice in any calendar
 - limited periodontal examinations twice a year
 - full mouth series once every 24 months
- Preventive services including:
 - prophylaxis (light scaling and polishing) and topical application of fluoride each twice a year
 - oral hygiene instruction once in a person's lifetime
 - pit and fissure sealants on bicuspid and permanent molars every 5 years
 - space maintainers including appliances for the control of harmful habits
 - finishing restorations
 - interproximal diskings
 - recontouring of teeth
- Minor restorative services including:
 - caries, trauma, and pain control
 - amalgam and tooth-coloured fillings. Replacement fillings are covered only if the existing filling is at least 2 years old or the existing filling was not covered under this plan
 - retentive pins and prefabricated posts for fillings
 - prefabricated crowns for primary teeth

- Endodontics. Root canal therapy for permanent teeth will be limited to one course of treatment per tooth. Repeat treatment is covered only if the original treatment fails after the first 18 months
- Periodontal services including:
 - scaling and root planing
 - occlusal adjustment and equilibration
- Denture maintenance, after the 3-month post-insertion care period, including:
 - denture relines
 - denture rebases
 - resilient liner in relined or rebased dentures
- Oral surgery
- Stainless steel crowns
- Adjunctive services

Major Coverage - 80% Reimbursement

- Crowns (other than stainless steel crowns). Coverage for crowns on molars is limited to the cost of metal crowns. Coverage for complicated crowns is limited to the cost of standard crowns
- Onlays. Coverage for tooth-coloured onlays on molars is limited to the cost of metal onlays
 Replacement crowns and onlays are covered when the existing restoration is at least 5 years old and cannot be made serviceable
- Dentures and bridgework, including overdentures and implant-retained appliances, when required to replace one or more teeth extracted while the person is covered. Replacement appliances are covered only when:

- the existing appliance is temporary
- the existing appliance is at least 5 years old and cannot be made serviceable. If the existing appliance is less than 5 years old, a replacement will still be covered if the existing appliance becomes unserviceable while the person is covered and as a result of the placement of an initial opposing appliance or the extraction of additional teeth.

If additional teeth are extracted but the existing appliance can be made serviceable, coverage is limited to the replacement of the additional teeth

- Denture-related surgical services for remodelling and recontouring oral tissues
- Denture and bridgework maintenance

Accidental Dental Injury Coverage

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

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

Limitations

No benefits are paid for:

- Duplicate xrays, custom fluoride appliances, audio-visual oral hygiene instruction and nutritional counselling
- The following endodontic services - root canal therapy for primary teeth, isolation of teeth, enlargement of pulp chambers and endosseous intra coronal implants
- The following periodontal services - desensitization, topical application of antimicrobial agents, subgingival periodontal irrigation, charges for post surgical treatment and periodontal re-evaluations

- The following oral surgery services - implantology, surgical movement of teeth, services performed to remodel or recontour oral tissues (other than minor alveoplasty, gingivoplasty and stomatoplasty) and alveoplasty or gingivoplasty performed in conjunction with extractions. Services for implantology, remodelling and recontouring oral tissues will be covered under Major Coverage
- Hypnosis or acupuncture
- Veneers, recontouring existing crowns, and staining porcelain
- Crowns or onlays if the tooth could have been restored using other procedures. If crowns, onlays or inlays are provided, benefits will be based on coverage for fillings
- Orthodontic coverage
- Accidental dental injury expenses for treatment performed more than 12 months after the accident, denture repair or replacement, or any orthodontic services
- Any Expenses this plan is not permitted to cover by law
- Services or supplies that do not represent reasonable treatment
- Treatment performed for cosmetic purposes only
- Congenital defects or developmental malformations in people 19 years of age or over
- Temporomandibular joint disorders, vertical dimension correction or myofascial pain
- Expenses arising from war, insurrection, or voluntary participation in a riot

How to Make a Claim

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

COORDINATION OF BENEFITS

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

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

**This Booklet Contains Important Information And
Should Be Kept In A Safe Place Known To You
And Your Family**

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