

**AGREEMENT**

Between



**EDDY MATCH COMPANY LIMITED  
EDDY MATCH DIVISION**

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and



**THE UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA  
LOCAL UNION 2000, PEMBROKE, ONTARIO**

Effective April 1st, 1990 to March 31st, 1992



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**AGREEMENT**

- BETWEEN -

**EDDY MATCH COMPANY LIMITED**

**EDDY MATCH DIVISION**

Hereinafter known as "The Company"

AND

**THE UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA**

**LOCAL UNION 2000, PEMBROKE, ONTARIO**

Hereinafter known as the "Union"

Effective April 1st, 1990 to March 31st, 1992

**ARTICLE ONE - PURPOSE OF AGREEMENT**

1.01 The purpose of this agreement is to provide orderly, collective bargaining relations between the Company and the Union, to secure prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient operation of the Company's business.

1 .02 Definitions

Extenuating circumstances - means mitigating or qualifying events.

Employee - means a person in the bargaining unit covered by this Collective Agreement.

## ARTICLE TWO - SCOPE OF AGREEMENT

**2.01** It is agreed that the terms and conditions of this agreement shall be reserved expressly for the employees of the Pembroke, Ontario plant of the Eddy Match Division of the Company.

## ARTICLE THREE - RECOGNITION AND RELATIONSHIP

**3.01** The Union is **recognized** as the sole exclusive bargaining agent for the employees of the Company save and except foremen, persons above the rank of foremen, and office and sales staff.

**3.02** Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instructions, or in cases of extenuating circumstances involving physical danger to employees or danger to property or when qualified employees are not available.

## ARTICLE FOUR - UNION MEMBERSHIP

**4.01** Any employee as a condition of employment shall become a member of the Union and remain a member in the Union.

**4.02** The Company shall deduct from the earnings of all employees monthly Union dues in an amount stipulated by the Union. Initiation fees shall also be deducted in the same manner from each employee upon completion of the probationary period. An employee who has acquired seniority and is laid off or absent for other reasons will pay such dues when he receives earnings on the next dues deduction period.

**4.03** The Company will remit the initiation fees and dues deducted to the Union within ten **(10)** working days of the payroll deductions. A written statement will be supplied to the Union in duplicate listing the names of

the employees for whom deductions were made. The Union agrees to save the Company harmless from all suits, charges, or any other action in respect to the deduction of the Union dues.

**4.04** It is agreed that no solicitation of membership shall be engaged in during plant working hours.

#### **ARTICLE FIVE - MANAGEMENT OF COMPANY**

**5.01** The Union acknowledges that it is the exclusive function of the Company to hire, promote, transfer, assign and suspend, or otherwise discipline employees for just and reasonable cause, which may be the subject of a grievance and dealt with as hereinafter provided.

**5.02** The Company shall provide the Union and the employee with a copy of any written warnings, reprimands or adverse reports affecting the employee. Any reply by the employee shall become part of his record. The record of any disciplinary action shall not be referred to or used against him at any time **after six (6)** months following such action. Failure to grieve previous discipline, or to pursue a grievance to arbitration, shall not be considered to be an admission that such discipline was justified. A Union Steward shall be present at the issuing of a verbal warning, providing there is a steward available in the plant at the time.

**5.03** The Union further **recognizes** the right of the Company to manage the industrial enterprise at Pembroke, Ontario in which the Company is engaged and without limiting the generality of the foregoing to determine the products to be manufactured, methods of manufacture, schedules of production, kinds and locations of production, process of manufacturing and engineering and designing of its products, the control of materials and parts to be incorporated in the products produced, the extension, limitation, curtailment or

cessation of operations and all other matters concerning the operations of the Company's business.

**5.04** The Company has the right to make, alter and enforce from time to time reasonable rules and regulations to be observed by its employees. Such rules and regulations may be reviewed and amended by the Company and the Union shall be advised in writing of any changes or additions thereto prior to their implementation.

**5.05** It is agreed that none of the rights set forth in this Article shall be exercised in a manner inconsistent with the terms and provisions of this Collective Agreement.

**ARTICLE SIX -  
AUTOMATION AND TECHNOLOGICAL CHANGES**

**6.01** Technological Change: is described as the automation of equipment or the **mechanization** or **automization** of duties, or the replacement of an existing facility with a new facility which produces the same product. It does not cover the displacement of an eligible employee as the result of depressed business conditions, lay-off caused by strike or slowdown, resource depletion, discontinuation of the manufacture of a product or service, retirement or voluntarily leaving the Company.

**6.02** If any employee's service be terminated as the result of technological change, they shall be entitled to severance pay as outlined in the severance pay entitlement.

**6.03** Eligibility - An employee to be eligible must have three **(3)** years employment with the Company comprising full or part time employment (**4500** hours in 3 years).

**6.04** Severance Pay Entitlement - As a result of Technological Change - An eligible employee shall be



paid one week's pay for each year of eligible employment up to a maximum of **26** weeks.

**6.05** The severance allowance shall be paid to the employee in a lump sum at the time of termination.

#### **ARTICLE SEVEN - DISCRIMINATION**

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

**7.02** Rates of pay for all classifications shall be as listed in the attached wage schedule regardless whether the work be performed by male or female employees. Where the masculine gender is used in this Agreement it is for convenience only and shall refer to both males and females.

#### **ARTICLE EIGHT - BULLETIN BOARDS**

**8.01** The Company agrees to provide a bulletin board in the plants for posting and display of Union notices. All notices pertaining to Union meetings will be posted without Company approval. All other notices will be approved by management prior to posting. The Union agrees that it will not distribute any other literature within the plant or on Company property except as provided above. A Bulletin Board will be provided at the Packaging Department.

#### **ARTICLE NINE - SENIORITY**

**9.01** The parties **recognize** that job opportunity and security should increase in proportion to length of service. **It** is therefore agreed that in all such cases of vacancy, promotion, transfer, lay-off, recall from lay-off or termination other than discharge for just cause, senior employees shall be entitled to preference. Seniority shall mean the length of continuous employment with the

Company as a regular full time employee from the last date of hire.

**9.02** (a) Lay-offs will be in the inverse order of seniority and conversely, recalls from lay-offs will be by seniority, that is, the senior employee on lay-off being recalled first.

(b) In recognition of the responsibility of the Company for the efficient operation of the plant, it is understood and agreed that in all such cases, the Company shall have the right to pass over any employee if it establishes that he does not have the ability or physical fitness to perform the work after a reasonable trial or training period, the length of which shall be jointly established by the Union and the Company.

**9.03** Seniority shall be on a plant wide basis, and a seniority list shall be maintained by the Company showing seniority in the plant, and posted for employee's inspection. This list shall be brought up to date every three (3) months and two (2) copies of the list shall be supplied to the Union. Persons transferring from Eddy Industrial Products by virtue of a job posting shall accumulate seniority on a separate basis. Employees will retain term seniority in Eddy Industrial Products.

**9.04** Seniority of each employee in the bargaining unit shall be established after completing a probationary period of thirty (30) working days and shall count from the date of employment. Seniority shall be maintained and accumulated during:

(a) An absence due to lay-off for a period not to exceed twenty-four (24) consecutive calendar months;

(b) Sickness or injury not sustained while working at this plant for a period not to exceed thirty-six (36) consecutive calendar months;

(c) An **authorized** leave of absence;

(d) Pregnancy leave;

(e) An absence from employment while serving in Canada's Armed Forces during an emergency declared by the Government for as long as the emergency continues.

**9.05** An employee's seniority shall be forfeited and his employment deemed terminated under any of the following circumstances:

(a) If the employee voluntarily leaves the employment of the Company;

(b) He is discharged for proper cause and not reinstated in accordance with the provisions of this Collective Agreement;

(c) In the case of failure to report for work from lay-off within five (5) days after having received written notice by registered mail to report for work, providing the recall to work was for a period in excess of thirty (30) days.

The Steward will be notified orally immediately, with notice in writing to the Union when an employee quits or is otherwise terminated.

#### **9.06 JOB POSTING**

All vacancies for positions of more than one month's duration and newly created positions, (with the exception of positions held by employees who are on vacation, leave of absence, sickness or accidents may be filled temporarily by replacement workers) shall be posted for six (6) working days on the bulletin board, an employee desiring the position must make application to the Company in writing within six (6) working days from the first date of posting. The senior employee applying for the position shall be given the appointment providing that the employee has reasonable qualifications to fill the position. If the position is not filled by an applicant with seniority from the plant

requiring an employee, it may be filled by an applicant from Eddy Industrial Products with due respect to their seniority in the plant where the posting occurs. It is agreed that the Company may fill a vacancy temporarily without regard to seniority, pending the results of such posting. The union shall be given a list of all applicants, and the applicant chosen within fifteen (15) days of the date of posting. The Company will furnish a Standard Job Vacancy Application Form which must be **utilized** for the purpose of complying with this job posting procedure.

A job that has become vacant because the incumbent has successfully applied for and filled a vacancy, will be posted as soon as it is ascertained that said employee will qualify and remain on the job dealt with by the initial posting.

**9.08** Where an employee successfully bids for a job vacancy but is required to withhold filling his new job in order to train another employee, he will be paid the rate for the job he bade for or the rate for training assignments, whichever is the greater, as of the date he is chosen in accordance with Article **9.06** of this Agreement.

**9.09** An Employee may be ruled ineligible for the appointment if he has bid for and filled another position in the previous six (6) months.

**9.10** Although the job classifications of Watchman remains a part of the bargaining unit, it is agreed that the Company has the right to select Watchmen regardless of seniority. However, permanent Watchmen's jobs will be posted.

**9.11** If an employee substitutes in any department for a period of two (2) hours or more, the employee shall receive the wage rate for the job, or their own wage rate, whichever is the greater. Where an employee is assigned to various jobs during his/her shift, they will be

paid the highest rate they worked on that shift for the whole of that shift. Employees temporarily transferred will be returned to their regular job upon the completion of their temporary assignment.

#### **9.12 LAY-OFF NOTICE**

In the event of a lay-off due to lack of work, the employees affected shall be given two **(2)** full working days notice in advance. The Union Steward(s) shall be given five **(5)** days notice of pending lay-offs. In the case of replacement workers, the notice will be given as soon as possible. An employee who is called in to replace a worker who is absent shall be told that the position is on a day to day basis and will not be given two **(2)** days notice of layoff. In the case of long term absence due to illness of five **(5)** days or more, the absent employee must give the Company two **(2)** full working days notice before commencing work.

**9.13** Because of the nature of the work involved and the skills required in the following categories:

Maintenance Mechanics: Industrial Electrician  
(including Press Mechanic) Electronics Technologist  
Steamfitter: Millwrights (certified)  
Press Operators &

Apprentices in renumbered categories **1** to **7** in the Printing Department

These personnel shall be exempt from the normal lay-off and recall procedures defined in this Collective Agreement affecting other classifications but shall be subject to actual lay-off and recall procedures when their respective category is involved.

**9.14** New employees hired by the Company specifically for positions in the categories of: **Maintenance** Mechanic (including Press **Mechanic**), Industrial Electrician, Electronics Technologist, Steamfitter, Millwrights (certified), Press Operators-and

Apprentices in renumbered categories 1 to 7 in the Printing Department, shall have their seniority established after the completion of a probationary period of ninety (90) calendar days and shall date back to date of their employment with the Company. A ninety (90) calendar day training and evaluation period shall be extended to an employee with seniority in the bargaining unit who successfully bids for and receives a vacant position in these categories through the job posting procedure provided in Article 9.06 of this Collective Agreement.

**ARTICLE TEN -  
SHOP STEWARDS & COMMITTEE MEMBERS**

**10.01** The Company **recognizes** the right of the Union to appoint the appropriate Shop Stewards and Union Committees in the Plant so that employees on each shift in every department will have adequate Union representation whenever necessary.

When legitimate business of the Shop Stewards requires them to leave the job or department, they shall first secure permission from the foreman or supervisor, which permission shall not be unreasonably withheld. They shall not suffer any loss of pay for time spent to administer any in-plant business concerning this Agreement but shall not include pay for hours outside their regular shift.

**10.02** The committee for conducting Union business shall be limited to a maximum of five (5) members consisting of shop stewards and Union executive.

**10.03** If an **authorized** Union representative, who is not employed by the Company wants to speak to local Union representatives in the plant about a grievance or other official Union business, he shall advise the Company office which shall then call the Union

representative to the office where they may confer privately.

**ARTICLE ELEVEN -  
GRIEVANCE PROCEDURE AND ARBITRATION**

**11.01** The purpose of this section is to establish procedures for discussion, processing and settlement of grievance as defined in sub-section **11.02** of this article.

**11.02** "Grievances" as used in this agreement is a complaint or request involving any matter relating to wages, hours or working conditions, including question of interpretation or application of, or compliance with, the provisions of this agreement and shall only relate to or concern any grievance which has arisen or arises subsequent to the date of this agreement.

**11.03** Saturday, Sunday, Plant Holidays and Plant Vacation Period shall not be included in any time limits in this section of the Agreement. If either party is unable to follow the time limits as set down in the grievance procedure, these limits may be extended by requesting same in writing, if mutually agreed upon by both parties.

**STEP ONE**

Any employee who believes that they have a justifiable request or complaint must discuss the request or complaint with the foreman. Subsequent to this discussion the shop steward may discuss such matters with the employee's foreman. If no acceptable decision can be reached the employee must present the grievance in writing to their foreman within fifteen (15) days of the knowledge of the occurrence by the grievor and or the Union. The foreman shall state his decision or refusal to make a decision, in writing, and submit same within 24 hours or a time mutually agreed upon.

## **STEP TWO**

Should the shop steward or the employees be dissatisfied with the foreman's disposition of such complaint or request -they may refer such matter on a written grievance form within five (5) days to the Plant Manager who shall answer the grievance in writing within forty-eight (48) hours or a time mutually agreed upon.

## **STEP THREE**

If no settlement is reached in Step Two, the shop steward and a representative of the Company will meet to discuss the grievance within thirty (30) days. The Union's appointed representative may be in attendance at this meeting. If the grievance is not then settled, then at the request of either party to this Agreement, the grievance may be referred to Arbitration; - no later than thirty (30) days from the date of this meeting. Any grievance answer not appealed to the next step within the time limits set down shall be deemed settled on the basis of the last answer to the grievance.

**11.04** The Union or Management shall have the right to initiate a grievance of a general nature, at Step Three of the grievance procedure.

**11.05** Failure to the grievor, or the Union to process a grievance to the next step in the grievance procedure within the time limit specified, shall not be deemed to have prejudiced the Union on any further similar grievance.

**11.06** Arbitration shall be in accordance with the Ontario Labour Relations Act, and each of the parties hereto will bear the expense of an arbitrator appointed by it, and the parties will jointly bear the expenses of the chairman of the Arbitration Board if any, the procedures of Arbitration Board will be expedited by the parties hereto.



By mutual agreement the parties may elect to substitute a single Arbitrator for an Arbitration Board. The powers and jurisdiction of the single Arbitrator shall be those exercised by the **Board** as provided above.

**11.07** At any stage of the grievance procedure including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant and to view disputed operations and to confer with the necessary witnesses.

The Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to make any decisions inconsistent with the provisions of this Agreement.

In determining any grievance arising out of a discharge or other discipline the Board may dispose of the claim by affirming the Company's action and dismissing the grievance, or by setting aside the disciplinary action involved and restoring the **grievor** to their former position with or without compensation or in such other manner as may be in the opinion of the Board be justified. The Arbitration Board shall have the power to revise any wage adjustments and rates set for new job classifications referred to in this Agreement.

#### ARTICLE TWELVE - STRIKES OR LOCK-OUTS

**12.01** The Union agrees that there will be no strike during the life of this Agreement. The Company agrees that it will not lock-out its employees during the life of this Agreement. The word strike and lock-out shall have the meaning given those words in the Labour Relations Act, Chapter **20 2 R.S.O.**

#### ARTICLE THIRTEEN - SAFETY

**13.01** The Company shall make reasonable provisions for safety of employees during their regular hours of employment, protective devices and other equipment provided by the Company to protect employees from injury shall be used by the employees. Any safety equipment which the Company directs an employee to use or wear shall be provided **by the** Company at no cost to the employee and this equipment shall be kept in a safe place and in a serviceable condition while in the care of the employee. **It** shall be the responsibility of the employee to secure the replacement of any stolen, lost, or damaged protective devices or equipment received from the Company. A copy of each accident report will be posted on the safety notice board.

**13.02** The Company and the Union shall cooperate fully to promote good safety and health practices. To this end the parties will designate and maintain a joint Safety Committee comprised of representation from Management and one Union member to be designated by the Union for each department.

The Safety Committee shall be co-chaired by one member from management and one member from the Union and meetings shall be held at the call of either co-chairman.

Time spent by employees on Safety Committee meetings shall be considered and paid for as time worked by the Company.

Safety Committee meetings shall be held in accordance with the Ontario Health and Safety Act.

**13.03** The Company will **subsidize** the cost of one **(1)** pair of safety footwear up to a maximum of **\$60.00** per calendar year for each employee who has completed one **(1)** year of service.

#### **ARTICLE FOURTEEN - BEREAVEMENT PAY**

**14.01** An employee will be granted three (3) days leave of **absence** with pay to attend the funeral in the event of the death of a member of their immediate family, which shall be limited to husband, wife, mother, father, son, daughter, brother, sister, father and mother-in-law, son and daughter-in-law, grandparents and grandchildren, **and the employee's spouses brother or sister, or the employee's brother's or sister's spouse. It is understood for the purpose of this article that step-relatives will become the same as blood relatives.**

**14.02** Such possible day or days leave of absence with pay shall be between the day of death and the day of the funeral inclusive or immediately following. In circumstances where an employee must travel in excess of **100** miles to return from the funeral of a member of his immediate family as spelled out in paragraph one of Article **14.01**, a fourth day will be paid providing the **employee** shows proof of the funeral location and his or her **attendance**.

**14.03** The above is subject to the provision that the employee shall not receive any such additional day or day's leave or pay because the death and/or arrangements and funeral occurred during their vacation, or during any leave of absence without pay.

#### **ARTICLE FIFTEEN - LEAVE OF ABSENCE**

**15.01** An employee will be allowed up to thirty (30) days leave of absence without pay for personal reasons if the employee(s) requests such leave from the Company in writing at least seven (7) days in advance, provided the leave is for a good reason and does not interfere with plant operations. In extenuating circumstances leave shall be granted regardless.

**15.02** Up to three (3) employees who have been elected or appointed by the Union to attend Union conventions or conferences shall be granted a leave of absence without pay for this purpose, the Union will inform the Company of the names of the delegates as soon as possible.

**ARTICLE SIXTEEN - PAY FOR JURY SERVICE**

**16.01** The Company shall pay an employee who is required for jury service, the difference between their average straight hourly ~~rate for the~~ number of hours they normally work on shift, and the payment received for jury service, the employee will present proof of service and the amount received.

**ARTICLE SEVENTEEN -  
HANDICAPPED EMPLOYEES**

**17.01** In the event of employees sustaining injuries at work, or become affected by occupational diseases during the course of their employment and becoming physically handicapped as a result thereof, the employees may be employed on suitable work at ~~a wage~~ rate agreed to between the Union and the Company.

**ARTICLE EIGHTEEN - PAYMENT OF INJURY**

**18.01** When an employee is injured at work they will be paid for the balance of their shift including any scheduled overtime or shift differential while undergoing initial medical attention or treatment and one hour for each related treatment.

**18.02** It is not the intent of the above provisions to make the Company responsible for the payment of such time and transportation which is covered by the Workers' Compensation Board.

ARTICLE NINETEEN - RELIEF PERIODS

**19.01** A relief period of ten (10) minutes away from work will be provided during the second and third hours of each half shift. On three shift operations, two 10 minute relief periods, and one 20 minute lunch period will be provided.

**19.02** Employees will take their lunch periods off the job, and will not eat on the job.

ARTICLE TWENTY -  
HOURS OF WORK AND OVERTIME

**20.01 (1)** Regular hours of work for all employees, except watchmen, shall consist of 40 hours a week, 8 hours a day, Monday to Friday. All time worked in excess of the normal shift hours shall be considered overtime and shall be paid for at the rate of time and one-half.

**(2)** Regular hours of work for watchmen shall consist of 8 hours per day. Maximum 5 days per week.

**20.02** All the time worked on Saturdays, Sundays, and the Plant Holidays referred in Article 21 of this Agreement will be paid for at overtime rates excepting that -

(a) Watchmen and shift employees whose regular shift overlaps during any of the above days shall be paid at straight time rates. However, should they be required to work on their regular day of rest, the first day of rest shall be paid at time and one-half for the first four hours worked, and subsequent hours at double time. Anytime worked on their second regular day of rest shall be paid at double time rates.

Overtime rates for Saturday shall be time and one-half for the first four hours worked, subsequent hours at double time. Overtime rates for Sunday shall be double time.

**20.03** Should any employee during their vacation period, agree to return to work, all time worked will be paid for at least time and one-half.

**20.04** Overtime shall be on a voluntary basis except in case of breakdown or extenuating circumstances. Overtime shall be first offered to the employee who starts the shift on the machine or operation on which overtime is required. In the event overtime is not accepted, it shall then be offered to the employee(s) performing the work on the machine or operation on subsequent shifts,

**20.05** Starting time for 1 and 2 shift operations shall be:

**1st shift - 6:00 a.m. to 8:00 a.m. - Regular Bates**

**2nd shift - 2:00 p.m. to 5:00 p.m. -Effective April 1st,**

**1990** the shift

premium shall be

**25** cents per hour.

Effective April **1st,**

**1991** the shift

premium shall be

**30** cents per hour.

Time schedule for 3 shift operation:

**1<sup>st</sup> Regular**

**Shift:** 11:00 p.m. — Effective April **1st, 1990**  
the shift premium shall  
be **33** cents per hour,  
Effective April **1st, 1991**  
the shift premium shall be  
**38** cents per hour.

**1st Break Period:** 1:00 a.m. (10 minutes)

**Lunch Period:** 3:00 a.m. (20 minutes)

**2nd Break Period:** 5:00 a.m. (10 minutes)

**2nd Regular Shift** 7:00 a.m. — Regular Rates  
**1st Break** Period: 9:00 a.m. (10 minutes)  
Lunch Period: 1 1:00 a.m. (20 minutes)  
**2nd Break** Period: 1:00 p.m. (10 minutes)

**3rd Regular Shift:** 3:00 p.m. — Effective April 1st, 1990  
the shift premium shall be 28 cents per hour.  
Effective April 1st, 1991  
the shift premium shall be 33 cents per hour.  
**1st Break** Period: 5:00 p.m. (10 minutes)  
Lunch Period: 7:00 p.m. (20 minutes)  
**2nd Break** Period: 9:00 p.m. (10 minutes)

Specific starting times shall not apply to Maintenance personnel.

**SUMMER HOURS:Effective June 1st to September 30th, 1990**

Day Shift: 6:30 am. to 3:00 p.m.  
Night Shift: 10:00 p.m. to 6:30 a.m.

These hours may be continued or discontinued in future years at the request of either the Union or the Company. Shift Premium and breaks will be consistent with the corresponding shift contained in this Article 20.05.

**20.06** Shift work where applicable, shall be on a one week rotating basis,. An employee desirous of making a shift change for personal reasons during the scheduled one week rotating period must receive the co-operation of **their counterpart** on another shift and the sanction of the Company and the Union.

**20.07** In the event it is necessary to call an employee back to work under extenuating circumstances, call back rates will be three (3) hours at time and one-half. Saturdays and Sundays will be three (3) hours minimum at double time. Call-in rates after 10:00 p.m. and before 6:00 a.m. shall be a minimum of four (4) hours at time and one-half.

**20.08** If the work for which the employee was scheduled to report is not available, or if there is no substitute work which is within the employee's reasonable capacity to perform, they shall be paid nevertheless for six (6) hours pay. The rate of pay will be straight hourly base rate for the job they are scheduled to report on, plus any shift premium that applies, if they **refuse to** accept substitute work, they will not be paid any reporting pay. The Company shall not be liable for reporting pay if it has notified the employee not to report for work at least eight (8) hours in advance of their scheduled reporting time. This schedule will not apply if the shutdown is due to extenuating circumstances.

**20.09** Wash-up periods will be given at the discretion of the Supervisor.

**20.10** Employees reporting late for work, and leaving work station to proceed to punch clock before quitting time, will be deducted pay at 5 minute intervals.

#### ARTICLE TWENTY-ONE - PLANT HOLIDAYS

**21.01** The following shall be paid holidays at the employees regular rate of pay. Total of eleven (11) per contract year.

April 1st, 1990 to March 31, 1992

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day (Dec. 25)



Dominion Day	Boxing Day (Dec. 26)
Civic Holiday	Floating Holiday
	floating Holiday

Dates for floating holidays will be set by mutual agreement between the Company and the Union one month prior to the holiday.

**21.02** If any of the above holidays fall on a Saturday, the preceding Friday will be considered the holiday; and if any of these holidays fall on a Sunday, the following Monday will be considered the holiday.

**21.03** (a) An employee required to work on any of the above named holidays shall be paid at the rate of 1 and one-half times their regular straight time hourly rate in addition to the holiday pay.

(b) The rate of pay for statutory holidays shall be the rate the employee received on the last day the employee worked before the holiday or their own rate whichever is the greater.

(c) When a holiday falls on an employee's shift (afternoon or night) holiday pay will include the shift premium where applicable.

**21.04** (a) To qualify for the above listed Plant Holidays, an employee must have completed the probationary period and must have worked his hours available during his last scheduled workday preceding and his first scheduled workday following the Holiday, unless such employee is absent with the approval of the Company.

(b) Exceptions to the above Holiday qualifications for employees who have established seniority will be as follows:

1. Those employees who are laid off ten (10) working days prior to the Holiday or recalled ten (10) working days after the Holiday and reports to

work on the designated day, unless absent with the approval of the Company, shall be eligible for Holiday pay and Holidays falling within that period.

**2.** Employees off work due to compensable illness or injury, or non-compensable illness or injury established to the satisfaction of the Company ten **(10)** working days prior to the Holiday shall be eligible for Holiday pay.

**21.05** If any of the plant Holidays named in **21.01** fall within the vacation period of the employee, they shall receive an additional day off with pay in lieu of the said holiday.

**ARTICLE TWENTY-TWO - VACATIONS**

**22.01** Each employee shall be entitled to an annual vacation with pay in accordance with the employee's length of service as provided in this Agreement. July **1st**, shall be the anniversary date for the purpose of determining service.

<b>Service</b>	<b>Percentage payment of gross earnings including W.C.B. and Weekly Indemnity Payments</b>	<b>Vacation</b>
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Up to 5 years service - as per Ontario Employment Standards Act.

After 5 years service	<b>6%</b>	<b>3 weeks</b>
After <b>13</b> years service	<b>8%</b>	<b>4 weeks</b>
After <b>23</b> years service	<b>10%</b>	<b>5 weeks</b>

**22.02** All employees shall take their vacation period in full, except those who are entitled to three **(3)** or four **(4)** or five **(5)** weeks vacation, shall take the third and or

fourth or fifth week at a time suitable to the Company and the employee. Employees may relinquish all or part of their third, fourth or fifth week's vacation or may take them all depending on their own wishes. Employees shall receive their vacation payment at the time of vacation.

**22.03** (a) A two-week shutdown for vacation may be designated **by the** Company within the period of July **1st** to August **31st**. The Company shall discuss this with the Union prior to setting **the vacation** period and a decision shall be posted at least thirty **(30)** days prior to June **30th** stating when the two-week period shall begin.

**(b)** In the event that it is not possible to designate a two-week shutdown in all departments as above, the Company may schedule vacation period (between July **1st** and August **31st**) for individuals affected, having regard to the desirability of the vacation time.

**(c)** Should any employees be prevented from taking their vacation period (July **1st** to August **31st**) the employees shall take their vacation at a time the employee so desires. Vacation plans must be made seven **(7)** days in advance and submitted in writing at the time of request.

**(d)** If work is available during a plant shutdown, the most senior employees shall have preference of doing that work, provided the work available is within their own classification.

**(e)** At the beginning of each vacation year, every Manager will be issued the vacation entitlement for each employee in their department. Vacation will be recorded on the time card as the day(s) are taken and paid in the pay period. The amount of days taken and money paid will be deducted from the total allotment, and an up to date balance will be maintained.

ARTICLE TWENTY-THREE • WAGES

**23.01** The wage schedule listing all job classifications is attached hereto and forms part of the Agreement.

**23.02** It is agreed that wage adjustments to individual job classifications may be negotiated during the period of this Agreement. Such wage adjustments shall be limited to instances where changes in job content occur during the period of the Agreement and where such changes result in significant inequalities between job classifications. Any such agreed adjustments shall be incorporated into this Agreement.

**23.03** It is agreed that rates for new job classifications coming within the Union's jurisdiction shall be established by the Company and any such rates will be based on comparison with prevailing rates for similar and/or related occupations in the attached wage schedule. After a reasonable trial period not to exceed thirty **(30)** days such rates shall be negotiated with the Union and after agreement is reached shall become part of the wage schedule, and the new rate shall be paid retroactive to the day the new job became effective.

**23.04** Designated Chargehands shall receive a premium of ten percent **(10%)** of their current hourly rate.

Designated Chargehands shall not have the authority to discipline, suspend or discharge any employee under their direction.

**23.05** An employee engaged in adjusting or maintenance work who qualifies as a welder will receive an additional **10** cents per hour. To qualify they must successfully complete the Department of Labour Welding Test.

**23.06** The Company agrees to provide the employee with metric tools wherever the Company deems it

X

necessary, it being understood that the tools remain the property of the Company and it will be the responsibility of the employee to return those tools to the Company upon request.

ARTICLE TWENTY-FOUR •  
INSURANCE AND WELFARE BENEFITS

**24.01** The Company agrees to contribute, effective April **1st, 1974, 100%** of the cost of the existing welfare plans (present benefits). Group Insurance weekly indemnity shall be maintained at **66-2/3%** of insurable earnings, per **U.I.C.** calculations (**20** weeks average).

**24.02** PENSION

The Company agrees that the benefits of the Eddy Match Retirement plan will not be decreased.

The Company further agrees to provide up-dated information to the Union Committee from time to time where such information is available under the Plan when requested by the Committee, Agreed by both parties to abide by the recent Government Legislation, which states that the surviving spouse will receive **60%** of the pension unless the spouse signs a waiver of rights.

**24.03** DENTAL PLAN

Effective January **1, 1992** the Company will provide a Dental Plan as outlined in attached Appendix.

Any premium increases above the amount in effect on the **expiry** of this agreement (March **31, 1992**) will be paid by the employee through a payroll deduction system.

ARTICLE TWENTY-FIVE •  
DURATION OF AGREEMENT

**25.01** This Agreement shall be in force and ~~April 1st, 1990 to March 31st, 1992~~ and from year to year thereafter **unless modification or changes** are requested

by either party by giving due written notice to the other party at least **90** days prior to the above expiration date. Upon giving and receiving of any such notice, the parties shall negotiate the proposed changes looking toward consummation of a new agreement prior to the expiration date.

**ARTICLE TWENTY-SIX -  
NEGOTIATING COMMITTEE**

**26.01** The Company will **recognize** a Negotiating Committee of up to five **(5)** members of the bargaining unit who have acquired seniority under this Agreement and elected by the members in the bargaining unit plus the Union's representative for the purpose of negotiating the renewal of this Agreement. The Company agrees that only three **(3)** members of the Negotiating Committee who are employees of the Company will not suffer any loss of pay during scheduled working hours for time spent in negotiations for the renewal of this Agreement.

Signed at Pembroke, Ontario, this **30** day of May, **1990**.

FOR:

**EDDY MATCH COMPANY**

**R. Brazeau**

**Kerry D. Verch**

FOR:

**UNION 2000**

**Keith Lance**

**Murray Gallen**

**Adellia M. Helstein**

**EDDY MATCH COMPANY**

**BASIC BATE SCHEDULE CLASSIFICATIONS**

**PLANT**

MAINTENANCE Apr 1/90 Oct. 1/90 Apr. 1/91 Oct. 1/91

**Maintenance Department**

Maintenance	11.55	11.70	12.00	12.25
Mechanics				
Adjustor	10.70	10.85	11.15	11.40
Maintenance Helper	10.34	10.49	10.79	11.02
Janitor	9.64	9.79	10.09	10.34
Press Mechanic	15.80	15.95	16.25	16.40
Matchmaker Clip	10.34	10.49	10.79	11.02
Repair Rate				

**Electrical Department**

Industrial Electrician/ Electronics	15.80	15.95	16.25	16.50
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**Steam Fitting**

Steam Fitter	15.80	15.95	16.25	16.50
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**Millwright**

Lead Millwright	11.55	11.70	12.00	12.25
Millwright	10.60	10.75	11.05	11.30
Millwright Helper	10.40	10.55	10.85	11.10
Shop Attendant	10.13	10.28	10.58	10.83

**Testing Department**

Testing and Inspecting				
Floor-Wood	9.43	9.58	9.88	10.13
Floor - Book	9.43	9.58	9.88	10.13
Lab	9.43	9.58	9.88	10.13

**Shipping and Receiving**

Warehouseman	9.86	10.01	10.31	10.56
General	9.67	9.82	10.12	10.37
Tow Motor Operator	9.67	9.82	10.12	10.37
Truck Driver	9.67	9.82	10.12	10.37

**Composition Department**

Composition				
Mixer (Dry)	10.10	10.25	10.55	10.80
Mixer (Wet)	9.95	10.10	10.40	10.65
Grinder	9.95	10.10	10.40	10.65
Tempering	9.97	10.12	10.42	10.67
Trucking	9.95	10.10	10.40	10.65
Night Comp	9.93	10.08	10.38	10.63

**Bookmatch Department**

Matchmaker Operators -				
One Matchmaker	9.80	9.95	10.25	10.50
Two Matchmakers	10.06	10.21	10.41	10.66
Tailers	9.43	9.58	9.88	10.13

**Booking and Casing**

Comb Feeders	9.43	9.58	9.88	10.13
Casers	9.43	9.58	9.88	10.13
Mechanical Caddy	9.43	9.58	9.88	10.13
Comb Feeders				

**Wrapping and Sealing**

Wrapper-Sealer	9.69	9.84	10.14	10.39
Operators				
Case Sealer	9.61	9.76	10.06	10.31
Conveyor Feeder	9.43	9.58	9.88	10.13
Case Assembly	9.43	9.58	9.88	10.13
Service Porter	9.73	9.88	10.18	10.43
Wrapper Operator	9.69	9.84	10.14	10.39
Specialty Department	9.43	9.58	9.88	10.13



**Slitting**

Automatic Slitter	<b>9.43</b>	9.58	9.88	10.13
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**Frictioning**

<b>100</b> Up Friction Machine Operator	<b>10.00</b>	10.15	10.45	10.70
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<b>50</b> Up Friction Machine Operator	<b>10.00</b>	10.15	10.45	10.70
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<b>10</b> Up Friction Machine Operator	<b>10.00</b>	10.15	10.45	10.70
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<b>Caddy</b> Machine Operator	<b>9.79</b>	9.94	10.24	10.49
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**Adjustors**

Adjustor	<b>10.37</b>	10.52	10.82	11.07
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Adjustor 1 <sup>st</sup> year	<b>10.18</b>	10.33	10.63	10.88
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Sweeper	<b>9.51</b>	9.66	9.96	10.21
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**CLASSIFICATION OF WAGES:****PRINTING DEPARTMENT**

5 Colour <b>25"</b> Offset	<b>18.26</b>	18.41	18.71	18.96
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Category 1				
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2 Colour <b>31"</b> Offset	<b>13.20</b>	13.35	13.65	13.90
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Category 2				
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2 Colour <b>25"</b> Offset	<b>13.20</b>	13.35	13.65	13.90
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Category 3				
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2 Colour <b>18"</b> Offset		13.20	13.35	13.65
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Category 4				
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1 Colour <b>31"</b> Offset	<b>12.21</b>	12.36	12.66	12.91
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Category 5				
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1 Colour <b>25"</b> Offset	<b>12.21</b>	12.36	12.66	12.91
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Category 6				
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1 Colour <b>18"</b> Offset	<b>11.68</b>	11.83	12.13	12.38
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Category 7				
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APPRENTICES:

1st year (7.75)	8.15	8.30	8.60	8.85
2nd year (8.60)	9.00	9.15	9.45	9.70
3rd year (9.55)	9.95	10.10	10.40	10.65
4th year (10.62)	11.02	11.17	11.47	11.72

Thereafter-Journeymen's Rates

Hiring rates for qualified Pressmen shall be the applicable press rate.

Baler Operator	9.67	9.82	10.12	10.37
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COMPOSITION DEPARTMENT

Compositor (1)	11.49	11.64	11.94	12.19
Typesetting Operator	10.76	10.91	11.21	11.46
Typesetting Operator (1st Yr)	9.85	10.00	10.30	10.55
Set-Up	10.52	10.67	10.97	11.22
Set-Up (1st Yr)	9.85	10.00	10.30	10.55

CUTTING

Guillotines	10.11	10.26	10.56	10.81
Guillotines/Sheeter	10.11	10.26	10.56	10.81
Night Press Cleaner	10.11	10.26	10.56	10.81
Printing Stock Man	9.80	9.95	10.25	10.50

A. B. DICK PLATENS

CAT. 8 - Six months operating the above, with satisfactory progress	10.52	10.67	10.97	11.22
CAT. 9 - Novice to the above	10.09	10.24	10.54	10.79

COATING & DRYING

CAT. 10 - On Offset 25" U.V.	11.61	11.76	12.06	12.31
CAT. 11 - On Offset 18" U.V.	10.88	11.03	11.33	11.58
CAT. 12 - On Gula, P.V.C.	10.52	10.67	10.97	11.22

5 COLOR HELPER

CAT. 13 - Six months helping with satisfactory progress	10.86	11.01	11.31	11.56
CAT. 14 - Novice to the above	10.26	10.41	10.71	10.96

INK MIXING

CAT. 15 - Three months with satisfactory progress in CAT 16	10.90	11.05	11.35	11.60
CAT. 16 - Novice to ink mixing	9.80	9.95	10.25	10.50

CYLINDER LETTERPRESS

CAT. 17 - One year operating the above with satisfactory progress	11.24	11.39	11.69	11.94
CAT. 18 - Novice to the above	15.02	10.67	10.97	11.32

#### DEFINITION OF "SATISFACTORY PROGRESS"

1. Average progress as determined by personnel evaluation records,
2. Average progress as determined by Foreman and Supervisor evaluation.
3. Average progress as determined by Job Evaluation.
4. Cleanliness of press and working area.
5. Discipline, accuracy, working speed, ability and knowledge of trade.
6. Categories 1 to 7 - Ability to print all classes of work, including process printing, to the highest standard, complete knowledge of trade and its arts.

The following classifications are **recognized** as inactive, but are retained in the event of future resumption of wood match production.

Wood Match  
Department                      Apr.1/90 Oct 1/90 Apr.1/91 Oct.1/91

**100 Stick Match Machines**

Operators	9.77	9.92	10.22	10.47
Machine Sliders	9.46	9.61	9.91	10.16
Wrapper-Sealer Operator	9.69	9.84	10.14	10.39
Gauger	9.80	9.95	10.25	10.50

**V.P.O.**

Lead Hand	10.82	10.97	11.27	11.52
Cover Feeder	9.43	9.58	9.88	10.13
Box Feeder	9.43	9.58	9.88	10.13
Splint Feeder	9.46	9.61	9.91	10.16
Filler Inspector	9.43	9.58	9.88	10.13
Line Inspector	9.43	9.58	9.88	10.13
Wrapper Feeder	9.46	9.61	9.91	10.16
Wrapper-Sealer Operator	9.67	9.82	10.12	10.37
Case Sealer	9.61	9.76	10.06	10.31
Gauger	9.80	9.95	10.25	10.50

**Bar Forming**

Bar Machine Operators	9.76	9.91	10.21	10.46
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**Box Forming**

Paper Slitter	9.73	9.88	10.18	10.43
Box Machine Operators	9.79	9.94	10.24	10.49

**Oilers and Adjustors**

Box and Bar				
Adjustors	10.42	10.57	10.87	11.12
MM Adjustors	10.37	10.52	10.82	11.07
MM Adjustors 1st year and chain inspection	10.27	10.42	10.72	10.97

**Watchmen and General**

Watchmen	9.61	9.76	10.06	10.31
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**Packaging Department**

Picking & Packing	9.66	9.81	10.11	10.36
Vacuum Forming	9.56	9.71	10.01	10.26
Packaging & Loading	9.32	9.47	9.77	10.02

## LETTER OF AGREEMENT

The Company will initiate an Apprenticeship Training Program effective September 1, 1990 or sooner.

It is agreed that all press operators and apprentices will be subject to the seniority provisions of Article 9.13 and 9.14 effective on the signing of the Collective Agreement dated April 1, 1990 to March 31, 1992.

It is further agreed that this letter will become part of the current Collective Agreement and for future renewals of the Agreement.

The Company agrees that if anyone not covered by Article 9.13 and 9.14 is laid off from this date (May 10, 1990) to August 31, 1990 and, would not have been, due to this Agreement, provided the Apprenticeship Training is not initiated, they will be recalled and paid the loss of wages for the period of time they were on lay-off.

The appropriate Press Operator or Apprentice will then be laid off.

**R. Brazeau**

Director, Human Resources.

May 10, 1990

## LETTER OF INTENT

In the event that production requirements make it necessary to establish and operate an afternoon shift, the following hours of work shall be applied on such shift:

A modified or compressed work week of forty (40) hours per week consisting of nine (9) hours per day; Monday - Tuesday - Wednesday - Thursday and four (4) hours Friday. These hours will be paid for at the employee's straight time hourly rate plus the applicable shift premium.

Shift hours on this modified or compressed work week will automatically revert to a regular forty (40) hour week, eight (8) hours per day, Monday through Friday in any week in which a statutory holiday is observed.

The continuation of any modified or compressed work week shall be contingent upon the mutual agreement of the Company and Local 2000 of the United Brotherhood of Carpenters and Joiners of America after a review of the attendance records and production efficiency that such work week is at an acceptable level.

**R. Brazeau**

Director, Human Resources

April 1, 1990



APPENDIX II

AGREEMENT

The Company agrees not to have one operator tend Matchmaker No. 1 and No. 2 or No. 1 and No. 3 at the same time under present conditions. However, should the Company develop some further automation device or devices in the future, the Company may change the duties of the operator to suit the new conditions. The Company shall discuss changes in manning on matchmakers with the Union in the event of technological changes. The Company shall act in a fair and reasonable manner in its discussion with a Union Committee and in any change thereafter.

FOR:  
EDDY MATCH  
**R. Brazeau**  
Kerry D. Verch

FOR:  
LOCAL **2000**  
Keith Lance  
Murray **Gallen**  
**Adellia M. Helstein**

April 1, 1990

## LETTER OF AGREEMENT

Further to Article **22 Vacations**, any employee requesting a "lump sum" payment of their vacation credits as of June **30**, must make written application to the Company no later than June **20th** of each year.

All other employees will receive payment as holidays are taken in accordance with Article **22.03 (e)**.

SIGNED MAY **30**, 1990

K. Lance

A. M. Helstein

FOR THE UNION

R. Brazeau

K. D. Verch

FOR THE COMPANY

## LIST OF DENTAL SERVICES

### BASIC SERVICES

#### EXAMINATIONS

Complete oral examination, once every 3 years.  
Periodic oral examination, twice yearly.  
Specific oral-area examination, twice yearly.  
Emergency oral-area examination.

#### X-RAY EXAMINATIONS (RADIOGRAPHS)

Complete series, including panoramic survey, once **every** 3 years.  
**Bite**wing films, twice yearly.  
Extraoral films.  
**Periapical** and intraoral films.  
Interpretation of radiographs from another source.  
Tomography.  
Hand and wrist radiographs - as a diagnostic aid for dental treatment.

#### TESTS AND LABORATORY EXAMINATIONS

Cultures/smears for determining pathologic agents.  
Biopsies.  
Pulp vitality test.  
Diagnostic casts - unmounted.

#### CASE PRESENTATIONS

Consultation with patient - when performed on a day other than the day of the examination.

#### PREVENTIVE SERVICES

Polishing and light scaling, twice yearly,  
Fluoride treatment, **twice** yearly.

Oral hygiene instruction, once every 5 years.  
Pit and fissure sealants, once every 3 years, for molars and bicuspid for children.  
Caries/pain control.  
Interproximal **discing**.  
Space maintainers for children younger than age **16**.

#### RESTORATIONS

Silver amalgams.  
Silicate, acrylic or composite resins - for treatment of decay or accidental injury only. (If composites are used on posterior teeth, **the** Eligible Charge will be limited to the equivalent amalgam fee.)  
Retentive pins.  
Stainless-steel crowns and **polycarbonate** crowns - for primary teeth.

#### ENDODONTIC SERVICES

Pulp capping.  
**Pulpotomy**.  
Root canal therapy.  
**Periapical** services.  
**Gingival** surgery.  
Banding.  
**Hemisection**.  
Intentional removal, apical filling and reimplantation.  
Emergency procedures.

#### PERIODONTAL SERVICES

Nonsurgical services, excluding training in personal therapeutic periodontal care.  
Surgical services.  
Post-surgical visits - 4 visits per year.  
**Occlusal** adjustments -for periodontal purposes only.

**Occlusal** equilibration - maximum of 8 time units per lifetime.

**Subgingival** scaling and/or root planing - maximum of 8 time units OR one full mouth per year.

Special periodontal appliance for **bruxism** only.

#### **DENTURE SERVICES**

Repairs.

Additions.

Relines.

**Rebasing.**

#### **ORAL SURGERY**

Extractions - uncomplicated and complicated.

Removal of residual roots.

Surgical exposure of teeth.

**Alveoloplasty, gingivoplasty, stomatoplasty and osteoplasty.**

Surgical excisions.

Surgical incisions.

**Frenectomy.**

Treatment of fractures.

Miscellaneous surgical services -excluding a surcharge for immediate insertion of dentures.

#### **ADJUNCTIVE SERVICES**

House and hospital visit.

Office visit after regularly scheduled hours and no operative services performed.

Injection of drugs.

Anaesthesia and sedation - only when performed in conjunction with oral surgery.

## MAJOR SERVICES

### SINGLE RESTORATIONS

#### **Onlays**, Inlays, crowns

- only if the tooth cannot be restored with a Basic Restoration.

-transitional (temporary) crowns are considered part of the final restoration.

- limited to full metal crowns on molar teeth.

Porcelain repairs.

Retentive pins, post and cores.

#### **Recementation.**

Removal of crown or inlay.

### **PROSTHODONTICS - FIXED**

Retainer **inlays/onlays**.

Abutment crowns and **pontics** - limited to full metal crowns and **pontics** for molars.

Repairs.

Retentive pins, post and cores, copings.

Removal of bridge.

### REMOVABLE **PROSTHODONTICS**

Complete standard dentures.

Immediate standard dentures.

Transitional standard dentures.

Partial **dentures** - including cast chrome (but not gold).

Denture adjustments - 3 months after insertion (once each year).

Remount and **occlusal** equilibration.

Complete denture duplication - (**rebasing**).

Tissue conditioning.

### LIMITATIONS AND EXCLUSIONS

Applicable to Bridges, Crowns and Dentures  
Expenses incurred in connection with any of the following are not covered -

- (1) The installation or replacement of fixed bridgework, removable, partial or complete dentures to replace **teeth** missing prior to the individual's becoming insured under this Coverage unless:
  - (a) the partial or full removable denture or fixed bridgework also includes replacement of a natural tooth extracted while the individual was a Covered Person and the extracted tooth was not an abutment to a partial denture or fixed bridge installed within the immediately preceding 5 years, or
  - (b) the existing appliance is at least 5 years old and cannot be made serviceable, or
  - (c) the existing appliance is temporary and is replaced by a permanent bridge or denture within **12** months of the **date** of installation of the temporary appliance.
- (2) The modification or replacement of removable dentures, fixed bridgework, crowns, inlays and **onlays** within 5 years of installation.
- (3) Fixed bridgework to replace removable dentures unless a professionally adequate result can only be achieved with fixed bridgework and fixed bridgework is a covered dental procedure.
- (4) Replacement of lost or stolen appliances.

## ORTHODONTIC SERVICES

### FOR YOUR QUALIFIED DEPENDENT CHILDREN YOUNGER THAN AGE 21

The amount payable is the Covered Percentage of the Reasonable and Customary Charge for the covered orthodontic services after satisfaction of the Lifetime Deductible, up to the Lifetime Maximum shown in the Summary of Benefits.

An orthodontic treatment plan should be submitted prior to commencement of the orthodontic procedure. The Prudential will review the treatment plan and advise you of the estimated benefits. The total Eligible Charges will then be paid in equal quarterly **installments** over a period of time equal to the estimated duration of the orthodontic treatment plan.

The following are covered orthodontic services:

- (1) Diagnostic services (once only) and surgical services.
- (2) Interceptive orthodontics.
- (3) Comprehensive orthodontics.
- (4) Habit-inhibiting appliances.

Expenses incurred in connection with any of the following are **not covered**:

- (1) **Myofunctional** therapy.
- (2) Charges for replacement or repair of an orthodontic appliance.
- (3) Motivation of a patient.
- (4) A procedure for which an active orthodontic appliance was installed before the individual became insured under this Coverage.



**B. BENEFIT LIMITATION**

Late Entrants:

**If** an individual **enrolls** for Dental Care Insurance more than **31** days after first becoming eligible to do so, benefits will be limited to **\$100** per Covered Person during the first **12** months of coverage.

This limitation will be waived under the following circumstances:

- (a) when the covered dental expense is the result of accidental injuries sustained while a Covered Person; or
- (b) for a covered dependent child younger than age **5**; or
- (c) for a **dependent (i)** who was previously covered for employee insurance under another group plan, and (ii) whose coverage terminated due to termination of employment, and (iii) who **enrolls** for this Coverage within **31** days of the prior coverage's termination.

**C. EXCLUSIONS**

Any charges incurred for, or in connection with :

- (1) Expenses for which The Prudential is prohibited by law from providing.
- (2) Expenses for which the Covered Person is not required to make payment, or where payment is received as a result of legal action or settlement.
- (3) Any expenses payable **under** workers' compensation or similar law.
- (4) **An** examination by, or the services of a Dentist if required solely for the use of a third party.

- (5) Duplication of a recent service by the same, or a different, Dentist.
- (6) Cosmetic services (including facings on molar crowns or molar **pontics**) unless necessitated as a result of accidental injuries sustained while a Covered Person.
- (7) Procedures, appliances and restorations used to increase vertical dimension or to restore the occlusion.
- (8) Splinting for periodontal reasons where cast crowns, inlays, or **onlays** are used **for this** purpose.
- (9) Services for the correction of **temporomandibular** joint dysfunction.
- (10) **Implantology, specialized** services (including precision attachments and stress breakers) and services which are experimental in nature.
- (11) Laboratory charges exceeding **60%** of the fixed fee for the procedure in the Provincial Dental Association General Practitioners Suggested Fee Guide, shown in the Summary of Benefits.
- (12) Services **received for** injury sustained while committing, or attempting to commit, a criminal offence (other than injuries sustained as a result of driving a vehicle when the Covered Person's blood contained more than **80 milligrams** of alcohol in **100** millilitres of blood **(.08)**).

**D. PROOF OF CLAIM**

Written proof of the loss on which claim may be based must be given to The Prudential within **90** days after the end of the Calendar Year in which the expense was incurred.

DENTAL CARE

- **100%** Company paid
- Payments based on current fee schedule to be updated annually.  
(Future increases to monthly premiums are to be paid by Employee)

COVERAGE:

- Basic & Preventative - **80%** )
- Endodontic, Periodontic & Relining ) - Combined Maximum
- Rebasal of Dentures - **80%** ) **\$1,500/person/year**
- Removable prosthetics - **40%** - **\$1,500/person/year**
- Major restorative - **50%** - **\$1,500/person/year**
- Orthodontic - **50%** - **\$1,000/lifetime**  
(dependent children to age **21** only)
- Deductible - **\$25.00** Single  
- **\$50.00** Family

