

SOURCE	Comp		
EFF.	94	04	01
TERM.	95	03	31
No. OF EMPLOYEES	55		
NOMBRE D'EMPLOYÉS	55		

AGREEMENT

EDDY MATCH COMPANY LIMITED
EDDY MATCH DIVISION
hereinafter known as the "Company"

- and -

The United Brotherhood of Carpenters and Joiners of America
Local 2000, Pembroke, Ontario
hereinafter known as the "Union"

Effective April 1, 1994 to March 31, 1995

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.

A _____ REEMENT

2.01 It is agreed that the terms and conditions of this Agreement shall be reserved 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 and 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 of the jobs which are included in the bargaining unit except for the 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.

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ARTICLE FOUR - UNION MEMBERSHIP

- 4.01 Any employee as a condition of employment shall become a member of the Union and remain a member of 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 from whom the 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.

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 maybe 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 maybe 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 any 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 a technological change: An eligible employee shall be paid one (1) week's pay for each year of eligible employment up to a maximum of twenty-six (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 the 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 plant for posting and display of all 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 in 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-off 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 ten (10) consecutive working day training and evaluation period.

- 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 employees 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 the Eddy Industrial Products plant to this bargaining unit 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 (3) 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 Company;
 - (b) He is discharged for proper cause and not reinstated in accordance with the provisions of this Agreement;
 - (c) In the case of failure to report for work from lay-off within five (5) working 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. Senior employees who have exercised their rights under this provision will be accommodated as required in the active work force upon their giving the Company **reasonable notice** of his/her availability and desire to return to active employment.

In the event that an employee who is not the **most** senior *on* lay-off is recalled as a replacement worker, said junior employee would then be laid-off if necessary. 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 POSTINGS

All vacancies for positions of more than one (1) 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 applicant applying for the position shall be given the appointment providing that the employee has the qualifications and ability 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 the 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 result 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 the job posting procedure.

- 9.07 A trial and training period consisting of a minimum of ten (10) consecutive working days to a maximum of thirty (30) consecutive working days will be provided to any employee in the bargaining unit who successfully applies for and receives a posted vacancy as per Article 9.06 of this Collective Agreement. The trial and training process will consist of up to six (6) consecutive five (5) working day weeks with an evaluation meeting at the end of each five (5) working day segment to examine the satisfactory progress of the successful applicant as defined in the Basic Rate Schedule Classifications section of this agreement. These meetings will be attended to by the Company, the Union, and the successful applicant. If the applicant is unsuccessful he/she will be returned to their regular job upon the completion of the evaluation period.
- 9.08 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.
- 9.09 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.
- 9.10 An employee may be ruled ineligible for the appointment if he has bid for and filled another position in the previous six (6) months.
- 9.11 Although the job classification 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.
- 9.12 TEMPORARY TRANSFERS
- (a) When an employee is temporarily transferred. for a period of two (2) hours or more, the employee shall be paid the rate for the job or his own regular hourly rate of pay, whichever is greater for the remainder of the shift.
 - (b) Any employee who is temporarily transferred will be returned to their regular job upon the completion of the temporary assignment.
 - (c) The preference of the seniority provision in Article 9.01 shall not apply to a temporary transfer.
 - (d) Temporary transfers for all reasons other than 9.06 will be for a maximum of ten (10) working days. At the end of the temporary transfer, the transferred employee will return to his/her regular job.
 - (e) Temporary transfers including vacation, leave of absence, sickness and accident will be distributed evenly within the qualified employees so that on one individual will be continually transferred.

This article will be monitored on a monthly basis by the Company and the Union.

9.13 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 lay-off. 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.

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

Maintenance Mechanics (including Press Mechanic)	Industrial Electrician
Steamfitter	Electronics Technologist
Millwrights (certified)	
Press Operators and 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.

Employees in all protected categories are prohibited from bumping into the following protected categories (1) Electronics Technologist, (2) Millwright (certified), (3) Industrial Electrician unless immediately qualified to perform the work of the category they wish to bump into.

9.15 New employees hired by the Company specifically for positions in the categories of:

Maintenance Mechanic (including Press Mechanic)	Industrial Electrician
Steamfitter	Electronic Technologist
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 the 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.

9.16 LABOUR RELATIONS COMMITTEE

A committee will be formed and comprised of three (3) salaried and three (3) Union employees (to be appointed by the Union). This committee will meet once every calendar month with the intent to address and discuss plant problems which may arise during the life of this Collective Agreement. These meetings will be held with a view to increase harmony and monitor the workplace.

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 unreasonable withheld. They shall not suffer any loss of pay for time spent to administer any in-plant business concerning this Agreement which shall not include pay for hours outside of the regular shift.

10.02 The committee for conduction 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 wishes 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.

- 10.04 In the event of lay offs and recalls from and to the Company, the three (3) named shop stewards shall be the last to be laid off and conversely, the first to be recalled by the Company irrespective of their seniority standing, (protected categories excluded, unless the shop steward can perform the work available). The chief steward, alternate chief, and the shop steward, will be named by the Union, who will inform the Company of each appointment in writing.

ARTICLE ELEVEN - GRIEVANCE PROCEDURE AND ARBITRATION

- 11.01 The purpose of this Section is to establish procedures for discussion, processing and settlement of grievances 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 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 periods 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 time limits may be extended by requesting same in writing, if mutually agreed 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 twenty-four (24) hours or a time mutually agreed upon.

STEP TWO

Should the shop steward or the employee(s) 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 twenty-four (24) 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 the 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 of 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 the 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 not 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 justified in the opinion of the Board. 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 LOCKOUTS

12.01 The Union agrees that there will be no strike during the life of this Agreement. The Company agrees that it will not lockout its employees during the life of this Agreement. The words strike and lockout 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 adequate provisions for safety of employees during their scheduled hours of employment, protective devices (including prescription safety lenses where required) and other suitable protective equipment approved under the Occupational Health & Safety Act to protect employees from industrial injuries. Any safety equipment which the Company directs an employee to use or wear, shall be provided and replaced by the Company when rendered unusable at no cost to the employees, subject to Article 13.03. 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 will 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 sixty dollars (\$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, grandparents and grandchildren, and the spouse's 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 when an employee must travel in excess of one hundred (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 (4th) 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 additional day or days 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) request such leave from the Company in writing at least seven (7) days in advance provided the leave is for 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.
- 15.03 Any officer or member of the Union whose work as officer or member necessitates his/her leave of work for the purpose of attending to Union activities such as business representative or executive, outside the plant shall be granted a leave of absence for such period of up to one (1) year without loss of seniority. Not more than one (1) employee will be granted a leave of absence at any one time and no continuation of benefits or other Company sponsored or paid programs will be given for leaves granted in excess of thirty (30) days duration under the terms of this article. The Union will advise the Company of any such movement as far in advance as is possible for the purpose of training a new employee if necessary.

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.

A R T I C L E

18.01 When an employee is injured at work, they will be paid for the balance of their shift including any 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 Worker's 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 (3) shift operations, two ten (10) minute relief periods and one twenty (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.

A R T I C L E

20.00 The following paragraphs and sections define the normal hours of work and shall not be a guarantee of daily, weekly, monthly, or annual work.

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

(b) Regular hours of work for watchmen shall consist of eight (8) hours per day. Maximum five (5) days per week.

20.02 Time worked in Saturdays, Sundays and the plant Holidays referred to in Article 21 of this Agreement shall 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 (4) hours worked and subsequent hours at double time. Any time 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 and 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 the 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 Rates
2nd shift - 2:00 p.m. to 5:00 p.m. -	Shift premium shall be 30 cents per hour.

Time schedule for 3 shift operation:

1st Regular Shift: 11:00 p.m. - 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: 11:00 a.m. (20 minutes)
2nd Break Period: 1:00 p.m. (10 minutes)

3rd Regular Shift: 3:00 p.m. - 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 and Mixing Room personnel.

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

Day Shift: 6:30 a.m. 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 Premiums 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 cooperation 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 substitutes 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 shall 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 for 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 five (5) minute intervals.

ARTICLE TWENTY-ONE - PLANT HOLIDAYS

- 21.01 The following shall be paid holidays at the employees regular rate of pay.

New Year's Day	Good Friday	Victoria Day
Canada Day	Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day (Dec. 25th)	Boxing Day (Dec. 26th)
Floating Holiday	Floating Holiday	Floating Holiday

Dates of floating holidays will be set by mutual agreement between the Company and the Union one month prior to the holiday. Failing mutual agreement the floating holidays will be observed between Christmas and New Years.

- 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 one 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 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 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.

	Percentage Payment of gross earnings including weekly W.C.B. and Weekly Indemnity Payments:	Vacation:
Up to five years service - as per Ontario Employment Standards Act.		
After 5 years service	6%	3 weeks
After 13 years service	8%	4 weeks
After 23 years service	10%	5 weeks

Up to five years service - as per Ontario Employment Standards Act.

After 5 years service	6%	3 weeks
After 13 years service	8%	4 weeks
After 23 years service	10%	5 weeks

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 date 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 31. 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 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 where 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 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 rate 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 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 existing welfare plan (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 updated 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

The Company will provide a Dental Plan as outlined in the appendix attached.

The Company will pay the full cost of the Dental Plan presently in effect.

ARTICLE TWENTY-FIVE - SEVERANCE PAY

25.01 Employees shall be entitled to severance pay in accordance with the Employment Standards Act.

ARTICLE TWENTY-SIX - DURATION OF AGREEMENT

26.01 This agreement shall be in force and effect from April 1st, 1994 to March 31st, 1995, and from year to year thereafter unless modification or changes are requested by either party by giving written due notice within ninety (90) days of the expiration date. Upon giving and receiving any such notice, the parties shall negotiate the proposed changes with a view to the consummation of a new Agreement prior to the expiration date.

ARTICLE TWENTY-SEVEN - NEGOTIATING COMMITTEE

27.01 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 the time spent in negotiations for the renewal of this Agreement.

Signed at Pembroke, Ontario this 19th of January, 1995.

FOR EDDY MATCH COMPANY

FOR UNION LOCAL 2000

R. [Signature]
Paul Kett

Keith Lance
Murray Gallen
Evangelina Shields
Gene Terwick

EDDY MATCH COMPANY LIMITED
BASIC RATE SCHEDULE CLASSIFICATIONS

P L A N T : April/94

Maintenance Department

Maintenance Mechanics	12.85
Adjustor	12.00
Maintenance Helper	11.62
Janitor	10.94
Press Mechanic	17.10
Matchmaker Clip/Repair Rate	11.62

Electrical Department

Industrial Electrician/Electronics	17.10
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Steam Fitting

Steamfitter	17.10
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Millwright

Lead Millwright	12.85
Millwright	11.90
Millwright Helper	11.70
Shop Attendant	11.43

Testingent

Testing and Inspecting	
Floor - Wood	10.97
Floor - Book	10.97
Lab	10.97

Shipping and Receiving

Warehouseman	11.16
Tow Motor Operator	11.64

Composition Department

Composition

Mixer (dry)	11.40
Mixer (wet)	11.25
Grinder	11.25
Tempering	11.27
Trucking	11.25
Night Comp.	11.23

April/94Bookmatch Department
Matchmaker Operators

One Matchmaker	11.10
Two Matchmakers	11.61
Tailers-Splint Packers	10.97
Caddy Machine Operator	11.09

Booking and Casing

Booker Operators	10.97
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Wrapping and Sealing

Wrapper-Sealer Operators	10.99
Case Sealer	10.91
Conveyor Feeder	10.73
Case Assembly	10.73
Service Porter	11.10
Wrapper Operator	10.99
Specialty Department	10.73

Slitting

Automatic Slitter	11.30
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Frictioning

100 Up Friction Machine Operator	11.30
50 Up Friction Machine Operator	11.30
10 Up Friction Machine Operator	11.30

Adjustors

Adjustor	11.67
Adjustor 1st Year	11.48
Sweeper	10.81

Printing Department

5 Colour 25" Offset Category 1	19.56
2 Colour 31" Offset Category 2	14.50
2 Colour 25" Offset Category 3	14.50
2 Colour 18" Offset Category 4	14.50
1 Colour 31" Offset Category 5	13.51
1 Colour 25" Offset Category 6	13.51
1 Colour 18" Offset Category 7	12.98

Apprentices:

1st Year	9.45
2nd Year	10.30
3rd Year	11.25
4th Year	12.32

Thereafter - Journeymen's Rate

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

Baler Operator	10.97
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Type Setting Department

Composer	12.79
Type Setter	12.06
Type Setter First Year	11.15

Cutting

Guillotines	11.41
Guillotines/Sheeter	11.41
Night Press Cleaner	11.64
Printing Stock Man	11.25

Coating & Drying

Coating - On Offset 25" U.V.	12.91
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5 Colour Helper

5 Colour Helper	12.16
Six months helping with satisfactory progress - Novice to the above	11.56

Ink Mixing

Ink Mixer	12.20
Three months with satisfactory progress - Novice to the above	11.10

Apr1/94

Hot Stamp - Embossing - Die Cutting - Cylinder LetterpressCylinder Letterpress

Cylinder Letterpress (die cutting & embossing)	12.54
First six months	11.82

Embossing & Hot Stamping

Embossing & Hot Stamping	11.82
First six months	11.39

A.B. Dick (duplicating offset)

A.B. Dick (duplicating offset)	11.82
First six months	11.39

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

Apr1/94

100 Stick Match Machines

Operators	11.07
Machine Sliders	10.76
Wrapper-Sealer Operator	10.99
Gauger	11.10

Apr1/94

V.P.O.

Lead Hand	12.12
Cover & Box Feeder	10.73
Splint Feeder	10.76
Filler Inspector	10.73
Line Inspector	10.73
Wrapper-Feeder	10.76
Wrapper-Sealer Operator	10.76
Case Sealer	10.91
Gauger	11.10

Bar Forming

Bar Machine Operators	11.06
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Box Forming

Paper Slitter	11.03
Box Machine Operators	11.09

Oilers and Adjusters

Box & Bar Adjusters	11.72
MM Adjusters	11.67
NN Adjusters 1st Year and chain inspection	11.57

Watchmen and General

Watchmen	10.91
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Packaging Department

Picking & Packing	10.96
Vacuum Forming	10.86
Packaging & Loading	10.62

APPENDIX 1A G R E E M E N T

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 Company Limited

Ron Brazeau

For Union Local 2000 - Keith Lance

April 1, 1990

LETTER OF AGREEMENT

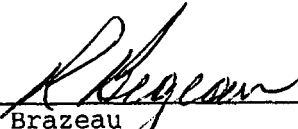
Further to Article 22 - VACATIONS, any employee requesting a "lump sum" payment of their vacation credits as of June 30th, must make written application to the Company no later than June 20th of each year.

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

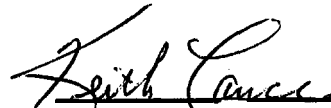
SIGNED MAY 30, 1990

FOR THE COMPANY

FOR THE UNION



R. Brazeau



K. Lance

LETTER OF UNDERSTANDING

It is agreed that the Employees in the categories of "Booker Operators" and "Slitting" shall select the operation of their choice by seniority in their respective categories when:

- (a) Universal Bookers and Automatic Bookers are in operation and,
- (b) When the 20 size and the 28 size slitters are in operation.

This Agreement to "select positions" is applicable only to "Booker Operators" and "Slitters" and this privilege shall not extend to any other categories or classifications covered by this Collective Agreement.

Signed in Pembroke October 19, 1992

FOR THE COMPANY

[Handwritten signature]

FOR THE UNION

Keith Conner

Murray Gallen

E. Shields

Ken Terwick

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 three years.
Bitewing 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.

PREVENTATIVE SERVICES

Polishing and light scaling, twice yearly.
 Fluoride treatment, twice yearly.
 Oral hygiene instruction, once every five years.
 Pit and fissure sealants, once every three years, for molars and bicuspids for children.
 Caries/pain control.
 Interproximal **discing**.
 Space maintainers for children younger than age sixteen.

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 - four visits per year.

Occlusal adjustments - for periodontal purposes only.

Occlusal equilibration - maximum of eight time units per lifetime.

Subgingival scaling and/or root planning - maximum of eight time units OR one full month per year.

Special periodontal appliance for **bruxism** only.

DENTURE SERVICES

Repairs.

Additions.

Relines.

Rebasing.

ORAL SURGERY

Retractions - 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 - three 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 five years, or
 - (b) The existing appliance is at least five years old and cannot be made serviceable, or
 - (c) The existing appliance is temporary and is replaced by a permanent bridge or denture within twelve 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 five 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

A. FOR YOUR QUALIFIED DEPENDENT CHILDREN YOUNGER THAN AGE TWENTY-ONE

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 instalments 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) Myofunctionaltherapy.
- (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. B E N E F I T

Late Entrants:

If an individual **enrolls** for Dental Care Insurance more than thirty-one days after first becoming eligible to do so, benefits will be limited to \$100.00 per Covered Person during the first twelve months of coverage.

This limitation will be waived under the following circumstances:

- (a) When the covered dental expense is the result of accident injuries sustained while a Covered Person; or
- (b) For a covered dependent child younger than age five; or
- (c) For a dependent: (1) who was previously covered for employee insurance under another group plan, and (2) whose coverage terminated due to **termination** of employment, and (3) who **enrolls** for this Coverage within thirty-one 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 Worker's 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 injuring 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**, specialised 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 ninety 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. (Effective April 1, 1992 the Company will pay the full cost of the Dental Plan presently in effect).

COVERAGE

Basic & Preventative - 80%) - Combined Maximum
- Endodontic, Periodontic & Relining) - \$1,500.00 person/year
- Rebasal of Dentures - 80%	
- Removable prosthetics - 40%) - \$1,500.00 person/year
- Major restorative - 50%) - \$1,500.00 person/year
- Orthodontic - 50%) - \$1,000.00 lifetime
(dependent children to age 21 only)	
- Deductible - \$25.00 Single	
- \$50.00 Family	

MINUTES OF SETTLEMENTRights and Procedures Governing Staff Reductions (lay-offs)

1. The following terms shall apply to reduction in staff classifications other than protected classifications. (It is agreed and understood that the term protected classifications as used in this paragraph unless otherwise provided herein means those classifications identified in Article 9.13 of the Collective Agreement.)
 - (a) Staff reductions shall be effected by the Employer on the basis of plant-wide seniority in the classification(s) in which there is (are) a shortage of work.
 - (b) An employee declared redundant pursuant to (a) above shall be entitled to bump (displace) an employee with less plant-wide seniority in any classification except those classifications identified in Article 9.13 of the Collective Agreement.
 - (i) In the case of the bumping (displacing) of a junior employee in a classification commanding the same or lower wage rate, the employee is able to perform the work of the classification following a trial and training period of ten (10) days worked.
 - (ii) In the case of the bumping (displacement) of a junior employee in a classification commanding a higher wage rate, the employee must have successfully performed the work of the higher rated classification previously at the Company. Where the employee bumps (displaces) an employee in a higher-rated classification, he/she shall be given a familiarization period of ten (10) days worked.
 - (c) In the event that an employee is unable to perform the work of a classification into which he/she elects to bump following completion of the trial and training period or the familiarization period referred to in 1.(b)(i), and in 1.(b)(ii) above, the Company will use its best efforts to place the employee in a classification which he/she is immediately capable of performing commanding the same or approximately the same rate as the classification occupied by the employee at the time he/she was declared redundant.
 - (d) An employee declared redundant will have two (2) working days from the date of notification of his/her redundancy to advise the Company of his/her selection of the classification into which he/she desires to bump.
 - (e) An employee who is displaced by a redundant employee who has exercised his/her bumping rights pursuant to 1.(b) or has been placed subsequent to the exercise of bumping rights by the Company pursuant to 1.(c) above shall be deemed to be a redundant employee and as such, all of the terms of 1 and 3 shall apply to him/her.
2. The following terms shall apply to reductions in staff in protected classifications. (It is agreed and understood that the term protected classifications as used in the paragraph unless otherwise provided herein means those classifications identified in Article 9.13 of the Collective Agreement.)
 - (a) Staff reductions shall be effected by the Employer on the basis of plant-wide seniority in the classification(s) in which there is (are) shortage(s) of work.
 - (b) An employee declared redundant pursuant to (a) above shall be entitled to bump (displace) an employee with less plant-wide seniority in any classification provided:
 - (i) In the case of the bumping (displacing) of a junior employee in a classification commanding the same or lower rate, the employee is able to perform the work of the classification following a trial or training period of ten (10) days worked.

(ii) In the case of the bumping (displacement) of the junior employee in a classification commanding a higher rate, the employee must have successfully performed the work of the higher rated classification previously at the Company. Where the employee bumps (displaces) an employee in a higher rated classification, he/she shall be given a familiarization period of ten (10) days worked.

(c) In the event an employee is unable to perform the work of a classification into which he/she elects to bump following completion of the trial and training period or the familiarization period referred to in 2.(b)(i) and 2.(b)(ii) above, the Company will use its best efforts to place the employee in a classification which he/she is immediately capable of performing commanding the same or approximately the same wage rate as the classification occupied by the employee at the time he/she was declared redundant.

(d) An employee declared redundant will have two (2) working days from the date of notification of his/her redundancy to advise the Company of his/her selection of the classification into which he/she desires to bump.

(e) An employee who is displaced by a redundant employee who has exercised his/her bumping rights pursuant to 2.(b) above or who has been placed subsequent to the exercise of bumping rights by the Company pursuant to 2.(c) above shall be deemed to be a redundant employee and as such, all of the terms of 1, 2, and 3, shall apply to him/her.

3. It is agreed and understood that an employee who either bumps into a classification or who is placed in a classification pursuant to 1 and 2 above shall receive the wage rate of the classification into which he/she bumps or is placed.

FOR THE COMPANY

FOR THE UNION

