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**COLLECTIVE  
BARGAINING  
AGREEMENT**

**Between**

**KODAK CANADA INC.**

**and**

**EMPLOYEES' ASSOCIATION  
OF  
KODAK CANADA**

**November 13, 1997**

02463(07)

**COLLECTIVE  
BARGAINING  
AGREEMENT**

**November 13, 1997**

**11**

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THIS AGREEMENT made as of the  
13th day of November, 1997.

BETWEEN:

KODAK CANADA INC.,  
hereinafter called the "Company"  
OF THE FIRST PART

-and-

EMPLOYEES' ASSOCIATION OF KODAK  
CANADA,  
hereinafter called the "Association"  
OF THE SECOND PART

WHEREAS by Certificate dated the 3rd  
day of March, 1978, the Ontario Labour Relations  
Board has certified the Association as bargaining  
agent of certain of the employees of Kodak Canada  
Inc. ;

AND WHEREAS the general purpose of  
this Agreement is to establish mutually  
satisfactory and harmonious relations between the  
Company, the employees covered by this  
Agreement and the Association;

NOW THEREFORE this Agreement  
WITNESSETH, that the parties hereto hereby  
agree as follows:

ARTICLE 1 - SCOPE

1.01 The Company recognizes the Association as the sole and exclusive bargaining agent of all employees of the Company in the Municipality of Metropolitan Toronto, save and except forepersons, persons above the rank of foreperson, cafeteria employees, office Staff, factory clerical staff, technical staff, marketing staff, chemical laboratory staff, security guards, the Customer Equipment Service Division, persons regularly employed for not more than 24 hours per week and students employed during the school vacation period.

ARTICLE 2 - DEFINITIONS

2.01 The word "employee" or "employees" whenever used in this Agreement shall mean the employees of the Company defined as the appropriate bargaining unit by the above-mentioned certificate of the Ontario Labor Relations Board dated the 3rd day of March, 1978.

2.02 Straight-time Rate - An employee's "straight-time rate" wherever used in this Agreement shall mean:

The hourly rate as set out in Schedule "C" hereto applicable in the circumstances to the work being performed by the employee but exclusive of any overtime premium.



2.03 "Trick employees" wherever used in this Agreement shall mean those employees engaged on operations which are or may be established by the Company as continuous twenty-four (24) hour operations.

2.04 "Shift employees" wherever used in this Agreement shall mean those employees engaged on operations which are or may be established by the Company on other than day schedules but not as continuous twenty-four (24) hour operations.

#### ARTICLE 3 - NO DISCRIMINATION

3.01 The Company and the Association agree that any employee may become a member of the Association, or may not become or remain a member of the Association as desired and no statements or representations to the contrary shall be made.

3.02 The Company and the Association agree that there shall be no discrimination against any employee because of membership or non-membership in any lawful union and that they will comply with the spirit and intent of the Ontario Human Rights Code.

3.03 There shall be no solicitation of membership in any Association organisation, or collection of Association dues, or any Association activity on Company time or on Plant property. This clause shall not be construed to prevent

employees from engaging in casual conversation relating to **Association** affairs.

ARTICLE 4 - MANAGEMENT

4.01 The Association acknowledges that the Company has the exclusive right and power to manage its industrial undertaking and as incidental thereto to maintain order and efficiency, to classify and direct its working force, and to hire, promote, transfer, demote and lay off employees and to discipline, suspend or discharge employees for just cause. The Company agrees that it will not exercise any of these rights and powers in conflict with any of the provisions of this Agreement.

ARTICLE 5 - CHECK-OFF

5.01 During the term of this Agreement the Company will deduct an amount equal to weekly Association dues from the weekly wages of all employees and shall remit the amount so deducted to the Secretary-Treasurer of the Association within one (1) week of the deduction. The amount of such weekly dues shall be determined from time to time by the Association.

5.02 The Company will at the time of making each such payment to the Secretary-Treasurer of the Association, name the employees from whose pay such payment has been deducted.

5.03 The Association agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

ARTICLE 6 - OBSERVED HOLIDAYS

6.01 The expression "holidays" wherever used in this Agreement to denote a period of time shall mean the hours between midnight of the day before and midnight of the following days:

	<u>1997</u>	1998
New Year's Day		Thur. Jan. 1
Good Friday		Fri. April 10
Victoria Day		Mon. May 18
Canada Day		Wed. July 1
Civic Holiday		Mon. Aug. 3
Labour Day		Mon. Sept. 7
Thanksgiving Day		Mon. Oct. 12
Christmas Day	Thu. Dec. 25	Fri. Dec. 25
Boxing Day	Fri. Dec. 26	Mon. Dec. 28
Floating Day	Mon. Dec. 29	Tues. Dec. 29
Floating Day	Tue. Dec. 30	Wed. Dec. 30
Floating Day	Wed. Dec. 31	Thur. Dec. 31
	<u>1999</u>	<u>2000</u>
New Year's Day	Fri. Jan 1	Mon. Jan. 3
Good Friday	Fri. April 2	Fri. April 2 1
Victoria Day	Mon. May 24	Mon. May 22
Canada Day	Thur. July 1	Fri. June 30

Civic Holiday	Mon. Aug. 2	Mon. Aug. 7
Labour Day	Mon. Sept. 6	Mon. Sept. 4
Thanksgiving Day	Mon. Oct. 11	Mon. Oct. 9
Christmas Day	Mon. Dec. 27	Mon. Dec. 25
Boxing Day	Tue. Dec. 28	Tue. Dec. 26
Floating Day	Wed. Dec. 29	Wed. Dec. 27
Floating Day	Thur. Dec. 30	Thur. Dec. 28
Floating Day	Fri. Dec. 31	Fri. Dec. 29

2001

2002

New Year's Day	Mon. Jan. 1	Tues. Jan. 1
Good Friday	Fri. April 13	Fri. April 5
Victoria Day	Mon. May 21	Mon. May 20
Canada Day	Mon. July 2	Mon. July 1
Civic Holiday	Mon. Aug. 6	Mon. Aug. 5
Labour Day	Mon. Sept. 3	Mon. Sept. 2
Thanksgiving Day	Mon. Oct. 8	Mon. Oct. 14
Christmas Day	Tues. Dec. 25	
Boxing Day	Wed. Dec. 26	
Floating Day	Thur. Dec. 27	
Floating Day	Fri. Dec. 28	
Floating Day	Mon. Dec. 31	

It is understood and agreed that Floating Day Observed Holidays may be rescheduled in the Maintenance and Product Handling departments according to operating requirements.

Should the Federal or Provincial governments by proclamation or otherwise establish an additional statutory holiday during the currency of this Agreement, it is understood and agreed that an

additional statutory holiday to those outlined above shall be provided to all employees.

6.02 The expression "holiday period" whenever used in this Agreement shall mean:

- (a) in the case of an employee who would, had the holiday not been observed, have been scheduled for day work in such holiday, or for an A or B shift or trick in such holiday - the hours which the employee would have been so scheduled to work in such holiday,
- (b) in the case of an employee working a weekly C shift or trick schedule of which the first shift or trick in the work week starts before or at Sunday midnight and ends after Sunday midnight - the hours which the employee would, had the holiday not been declared, have been so scheduled to work on the employee's shift or trick starting before or at midnight of the day before and ending in the holiday,
- (c) in the case of an employee working a weekly C shift or trick schedule of which the first shift or trick in the work week starts before or at midnight and ends after midnight of any day other than Sunday the hours which the employee would, had the holiday not been declared, have been so scheduled to work on the employee's shift or trick starting

before or at midnight of the holiday and ending on the day following.

6.03 In cases where an employee is not allowed time off from work during a holiday period because of being required to work, or because a holiday period falls on a scheduled day off, a day off without pay will be granted, if the employee so requests, at a time mutually agreed upon by the Company and the employee and when operating requirements permit.

It is permissible to accumulate such days off to provide a longer period of time off without pay provided, however, that any such days off will be taken in the calendar year in which the holiday arose, except in the case of holidays observed in the month of December which will be taken in the months of January, February, March and April following.

6.04 Except as hereinafter provided, an employee shall be paid the greater of the employee's straight-time rate on the employee's permanent job title or a rate reflecting the employee's previous year-to-date upgradings for time lost from scheduled work in the holiday period when, in observance of a holiday, the employee is permitted to be absent from such work in such holiday period. An employee shall not be so paid if such employee is absent from work during the employee's last work period before and the first work period after such holiday period. For the purpose of this paragraph an

employee shall not be considered to be absent from work during a work period if the employee is present at work during part of such period and receives permission from the Department Head to be absent from work during the balance of such period.

6.05 Should an employee be required to work the holiday period or during other hours in the holiday not forming part of the employee's weekly schedule, the employee shall be paid for work so performed and required by the Company at the rate of one and one-half times the employee's straight-time rate in addition to the sum to which the employee would have been entitled had the employee been permitted to be absent from work during such holiday period.

6.06 Should any holiday fall on a scheduled day off of an employee whose scheduled working hours call for Saturday and/or Sunday work or during the employee's vacation period, the employee shall be granted a day's pay at the greater of the employee's straight-time rate on the employee's permanent job title or a rate reflecting the employee's previous year-to-date upgradings in lieu of such holiday as a holiday allowance.

#### ARTICLE 7 - NO CESSATION OF WORK

7.01 During the currency of this Collective Agreement neither the Association nor any employee shall take part in, call or encourage any strike, sit-down, slow-down or any suspension of

work, nor take part in any action which in any way may affect the operations of the Company nor shall the Company engage in any lockout of any employees.

ARTICLE 8 - GRIEVANCE PROCEDURE

Grievance Between the Company and Employee

8.01 Should any difference arise between the Company and any employee as to the interpretation or violation of the provisions of this Agreement, every reasonable effort will be made to settle such difference without undue delay in the following manner -

Stage 1

An aggrieved employee, provided it is done with reasonable promptness, may make representations orally or in writing to the Foreperson and if within one (1) day (or such further time as may be agreed upon between the employee and the Foreperson) from the time when such representations were presented to such Foreperson the matter is not dealt with to the satisfaction of the employee, then

Stage 2

The Association may, within three (3) days after the decision at Stage 1 has been or should have been given, present their representations in writing to the aggrieved



employee's Department Head and when the matter is discussed with the Department Head the aggrieved employee shall be accompanied by not more than two (2) Association Stewards of whom one is from the employee's department or, if there is no Association Steward from the department available, the Chairperson and/or Vice-Chairperson of the Association Grievance Board or their designates, and in the cases where the employee is accompanied by Association stewards the Department Head may be accompanied by an advisor if desired, and if within three (3) days from the time when such representations in writing were presented to the Department Head a satisfactory decision is not given, then

Stage 3

The Association may within three (3) days after the decision at Stage 2 has been or should have been given, whichever is later, make representations to the Director, Human Resources by setting them out in writing, signing them and delivering them to the Manager, Human Resources, Manufacturing, who shall transmit them to the Director, Human Resources for consideration. The Association and the employee presenting such representations will be notified of the time and place at which the Director, Human Resources will meet the Association and the employee to discuss the matter. Such meeting shall be held not later than three (3) days after such representations shall have been so delivered to the Manager, Human Resources,

Manufacturing, and the employee shall, if the Association so desires, be accompanied at such meeting by not more than three (3) Association Stewards or members of the Association Grievance Board, of whom one (1) is reasonably familiar with the work on which the employee is engaged. The Director, Human Resources may be accompanied at such meeting by such Management Representatives and/or advisers as may be desired. The decision of the Director, Human Resources will be given in writing to the employee within three (3) days after termination of such meeting, and a copy thereof will be sent to the Association.

Should there be no Foreperson in any department, an employee in such department with whom any such difference arises may make their representations to the Department Head of the employee where such differences arise in the manner set out in Stage 2.

Difference between the Company and the Association

8.02 Any difference arising directly between the Company and the Association as to the interpretation or violation of the provisions of this Agreement, instead of following the procedure hereinbefore set out for the hearing of representations of employees, may be submitted in writing in detail by either of such parties to the other. An opportunity for oral discussion between the officers of the Association and the Director.

Human Resources, or a designated representative, will be given, and failing settlement the party to whom such matter was submitted shall deliver to the other party a reply in writing to such submission within ten (10) days after the receipt of such submission.

General

8.03 Should any difference between the **Company** and an employee, or between the Company and the Association, as to the interpretation or violation of the provisions of this Agreement, fail to be satisfactorily settled under the foregoing provisions, the matter may then, by notice in writing given to the other party within ten (10) days from the giving of the decision at Stage 3 (or from the delivery of the reply mentioned in the preceding paragraph) be referred either by the Company or by the Association to arbitration as provided in Article 9 hereof.

8.04 The Company may from time to time appoint a substitute for any Management Representative to whom a matter is referred in any of the Stages 1 to 3 hereinbefore mentioned.

8.05 Time shall be deemed not to run on Saturdays, Sundays or holidays nor shall such days be counted in determining the time within which any action is to be taken pursuant to this Article. Similarly time shall be deemed not to run on an employee's regularly scheduled days off nor shall such days be counted in determining the

time within which any action is to be taken by such employee or decision given to such employee pursuant **to this Article.**

8.06 Should any party desire to take advantage of the procedure provided for in this Article for the settlement of differences, each step in such procedure (up to and including the appointment of a Board of Arbitration) required to effect a satisfactory disposition of the matter shall be taken by such party within the time limits above set forth or the matter will be deemed to have been abandoned.

8.07 Any and all time limits fixed by this Article for the taking of any action may be extended by written agreement of the Company and the Association.

8.08 It is not the intention of any party to this Agreement that any employee should be prevented from seeking information or advice from a Foreperson, Department Head or the Manager, Human Resources, Manufacturing on any matter which is troubling the employee but which does not constitute a grievance.

#### ARTICLE 9 - ARBITRATION

9.01 Any matter referred to arbitration under the provisions of this Article shall be heard by a Board of three (3) arbitrators, composed of an arbitrator appointed by each of the parties, and a third arbitrator who shall be Chairperson unless

the parties hereto mutually agree to the use of a sole arbitrator in which case the other provisions of this Article shall apply as the circumstances require.

9.02 The Association and the Company shall each within ten (10) days from the date of notice of arbitration appoint its arbitrator and each party so appointing an arbitrator shall forthwith give notice of such appointment to the other party. The two (2) arbitrators so appointed shall endeavour to agree upon a third arbitrator to act as Chairperson. Failing agreement, the party referring the matter to arbitration shall, within fifteen (15) days of the appointment of its arbitrator, apply to the Minister of Labour for Ontario to appoint such Chairperson as provided in the Ontario Labour Relations Act.

9.03 The rules of arbitration, annexed hereto as Schedule "A", shall govern the conduct of any arbitration proceedings hereunder. The finding of the majority of the arbitrators as to the facts and as to the interpretation or violation of the provisions of this Agreement shall be conclusive and binding upon all parties concerned but in no event shall the arbitrators be authorized to alter, modify or amend any part of this Agreement. In any arbitration hereunder the presumption shall be, until the contrary shall have been proven, that the provisions of this Agreement have been complied with.

9.04 The Association and the Company shall respectively pay the expenses of and fees payable to the arbitrator selected by each and the Association and the Company shall each be responsible for one-half of the expenses of and fees payable to the Chairperson.

#### ARTICLE 10 - DISCHARGE AND DISCIPLINE

10.01 In the event that any employee be discharged or suspended from employment and believes that such discharge or suspension was without just cause, such discharge or suspension shall constitute a matter to be dealt with under the provisions of this Agreement respecting adjustment of grievances. Any such matter, if it is to be dealt with, shall in the case of a discharge be presented at the Third Stage of the grievance procedure (through the Manager, Human Resources, Manufacturing) within live (5) days, exclusive of Saturdays, Sundays and holidays, from the first day of such discharge, and in the case of a suspension be presented at the Second Stage of the grievance procedure (through the Manager, Human Resources, Manufacturing) within five (5) days, exclusive of Saturdays, Sundays and holidays, from the last day of such suspension and not otherwise. At the time of giving notice of discharge or suspension to an employee, the employee shall be accompanied by the Chief Steward or another Association officer at the meeting unless the employee declines the Association representation in the presence of the Association. The Association will be allowed

reasonable time to confer with the employee. The Company will attempt to provide the Association with advance notification and purpose whenever possible. The Company will give written notice of such discharge or suspension to the Secretary-Treasurer of the Association and to the Chief Steward and will give a copy of such notice to the employee.

10.02 In the event that it should be decided that the discharge or suspension of any employee was without just cause, the Company shall reinstate such employee and pay compensation at the employee's straight-time rate for time lost during such discharge or suspension, limited to a maximum of the scheduled hours worked during such time lost by the department or section thereof in which the employee was employed. Where the arbitrators determine that an employee has been discharged or suspended for just cause, the arbitrators may substitute such other penalty for the discharge or suspension as the arbitrators deem just and reasonable in all the circumstances.

10.03 Upon such reinstatement there shall be deemed to have been no break in such employee's continuous service.

10.04 It is recognized that the Company may, from time to time, have occasion to interview employees with respect to their job performance and that the objective of such interviews is corrective in nature, rather than punitive.

However, should it become necessary to officially warn an employee that failure to improve the employee's record with the Company may result in disciplinary action being taken, the warning shall be confirmed to the employee by the Company in writing and a copy of such letter will be mailed to the Association's office. At any meeting where an employee is to receive a written warning that may result in disciplinary action being taken, the employee shall be accompanied by the Chief Steward or another Association officer at the meeting unless the employee declines the Association representation in the presence of the Association. The Association will be allowed reasonable time to confer with the employee. The Company will attempt to provide the Association with advance notification and purpose whenever possible. After a period of twenty-four (24) months free of any written warning or suspension or a period of three (3) years in any event, previous warnings or disciplinary actions shall be removed from an employee's record.

#### ARTICLE 11 - SENIORITY

11.01 Each employee shall during the first twenty (20) weeks of work for the Company be considered a probationary employee and shall acquire no rights under the seniority provisions of this Agreement and the Company may during such probationary period dispense with the employee's services without assigned cause.



11.02

- (a) The Company seniority ranking of every employee shall be determined by the length of the employee's continuous service in the bargaining unit which shall mean the length of the employee's unbroken service with the Company in the bargaining unit covered by this Agreement except as provided in subparagraph (b) hereof.
- (b) It is agreed that subparagraph (a) above shall not be applied to alter any seniority ranking which has been established prior to the effective date of this Agreement.

11.03 A break in service shall be deemed to have occurred if an individual employed by the Company:

- (a) quits,
- (b) is discharged and not reinstated under the grievance procedure,
- (c) is laid off for lack of work and the employee's recall rights expire,
- (d) is on unauthorized absence for three (3) consecutive days,
- (e) is absent for sickness or accident following the expiration of the period that

benefits could have been paid under the Kodak Intermediate Disability Plan,

- (f) fails to return to work immediately upon completion of any leave of absence which may have been granted unless excused by the Company, or
- (g) in any other manner ceases to be employed by the Company.

11.04 For the purpose of applying the provisions of this Agreement, the departments herein referred to shall be as set out in Schedule "B" hereto, together with such additional departments as the Company may from time to time establish, provided, however, that the Company may in whole or in part close down a department and reallocate its work to other departments should the Company decide that such move would be in the interests of improved efficiency. The Company agrees to meet with representatives of the Association prior to the announcement of any departmental closedown or reduction in order to fully review the facts and circumstances and to secure full input from the Association respecting the implementation thereof.

11.05 Nothing in this Agreement shall be construed to preclude the Company from assigning or transferring any individual employed by the Company in any other category to the category of "an employee" to fill any vacancy in the lowest wage bracket in any department without

being required to post such vacancy, or to fill any other vacancy in any department which has been posted and for which no application has been received or for which there has been no applicant who has the ability, training and/or physical fitness to fill such a vacancy.

11.06 Temporary transfers to a job in a higher wage bracket classification shall not continue for more than a six (6) month period without the mutual agreement of the Company and the Association, subject to the following exceptions:

- (a) not to include temporary transfers such as may result from lunch relief, paid personal absence, short-term illness, vacations and training;
- (b) not to include temporary transfers on a regular basis of employees holding the lowest job classification;
- (c) not to include temporary transfers resulting from employees moved under Paragraph 11.19.

11.07 In all cases of promotion to fill a vacancy in any department, other than promotions to supervisory or confidential positions, or considered by the Company to be temporary only, notice of such vacancy shall be posted within a reasonable time after the vacancy occurs, for four (4) working days on the bulletin board or boards provided for the department in which such

vacancy has occurred and also on all other appropriate bulletin boards. Any employee in the **department in which such vacancy has occurred** and any employee in any other department whose length of continuous service is at that time greater than six (6) months may apply in writing for such job within the said four (4) days, provided that the employee has not been the successful applicant on a job posting, other than in the employee's own department, within the immediately preceding six (6) month period. The foregoing restriction on job applicants shall not apply to employees whose department is being reduced pursuant to Paragraph 11.13 for the period from the official date of announcement of departmental reduction to three (3) months following the effective date of departmental reduction.

11.08 An applicant who is not in the department in which such vacancy has occurred, where such vacancy is a Bracket 11 or higher, shall not be considered to fill such vacancy unless no application is received from any employee in the department in which such vacancy occurred or unless no applicant in such department has the ability, training and physical fitness to do the job.

11.09 The Company shall consider the following two factors in determining which applicant is to fill such vacancy:

- (a) the Company seniority ranking of the applicants,

(b) the efficiency of operations and the ability, training and physical fitness of the individual to do the job.

When factor (b) is to all intents and purposes equal as between two (2) or more applicants entitled to equal consideration, their relative seniority ranking shall govern except as hereinafter provided.

Vacancies in positions in Brackets 10 or below, shall be awarded on the basis of seniority across all departments, providing the employee has the physical fitness to do the job.

11.10 In the event that no applications are received within the said four (4) day periods, or should no applicant have the ability, training or physical fitness to do the job, the Company may appoint any person it desires to fill the vacancy.

11.11 Should an employee be promoted, reclassified, transferred or moved to a job inside or a job outside of the bargaining unit and prior to the expiration of a period of twenty (20) weeks of actual work on such job, should the Company at any time decide that the employee is unsatisfactory for such job, or should the employee advise the Company that the employee wishes to be removed from such job, the employee may be removed from such job. An explanation of such removal will be given to such employee by the employee's Department Head. Any such employee so removed may, if promoted,

transferred or moved from a bargaining unit job or classification with the Company, be placed back in **the job or classification from which the employee** was promoted, transferred or moved without loss of seniority and all promotions, transfers and movements of employees arising from the initial promotion, transfer or move shall be reversed. For purposes of clarity, it is understood and agreed that an employee who elects to revert to a previous job shall only be entitled to return to the job held immediately preceding such election.

- 11.12 (a) Following the filling of a job vacancy from outside the department in question, the Company will post a notice which shall contain the name and department of the successful applicant who has been awarded the job.
- (b) In the event a job vacancy is filled by an employee selected by the Company as a result of a job vacancy posting and such employee is removed by the Company for any reason from such job within five (5) full working days of time spent on such job after such employee was permanently assigned to such job, the vacancy caused by the removal of such employee will not be posted but the Company will reconsider the applicants to the original job vacancy posting in selecting, as

hereinbefore set out, a person to fill such vacancy.

11.13 Departmental Reduction In all cases in which in the opinion of the Company a reduction is required in the number of employees in any department resulting in the necessity of transferring certain employees, the employees in such department will be reorganized by the Company in a manner to preserve the same ranking among such employees in relation to wage rate classifications as was in effect prior to the said reduction, provided, however, that if the ability and physical fitness of any two (2) employees is to all intents and purposes equal and the efficiency of operations will not suffer;

- (a) one (1) of such employees shall not displace an incumbent job title holder unless the employee has greater Company seniority ranking, and
- (b) Company seniority ranking will prevail as between two (2) or more employees in making demotions from one rate bracket classification to another or in transferring out of the department.

It is further understood and agreed that in the event of a departmental reduction, affected employees shall have the right to bump across and down within their department and have the right

to choose the position they will bump provided they have greater seniority than the individual currently holding the job title. At such point as the affected employee reaches or passes the Bracket 10 level in their own department, they may continue to bump within their department or, outside their department, may bump the most junior employee holding a job title at Bracket 10 or lower Bracket job title providing they have greater seniority than the individual holding the job title. There shall be no bumping up.

It is understood that the Company will agree to tram an employee across and down within a department, in the event of a department reduction, providing the employee has the ability and physical fitness to do the job.

Employees transferred out of a department as a result of a department reduction shall have the right to bump, across and down, the most junior employee holding a Bracket 10 or lower bracket job title, providing the employee has greater seniority than the individual holding the job title and that the employee has the physical fitness to do the job. There shall be no bumping up.

In the event that there is a requirement for additional employees in a department that has been reduced within fifty-two (52) weeks from the date of the announcement of the department reduction any employee who posted out or was reduced out will have preferential posting rights.



11.14 Lay-off In all cases in which in the opinion of the Company an overall reduction is required in the number of employees employed by the Company (other than a lay-off of one (1) work week or less, not to exceed in total twenty-six (26) working days in any calendar year, or a lay-off resulting from the closing down of a department for vacation purposes), the Company shall consider the following two factors in determining which employees will displace those employees with the least continuous service with the Company:

- (a) the length of continuous service of the employees,
- (b) the efficiency of operations and the ability, training and physical fitness of the employee to do the job.

When factor (b) is to all intents and purposes equal as between two (2) or more employees their relative length of continuous service shall govern except as hereinafter provided. Employees so transferred, provided they are receiving job rate, will be paid job rate for the job to which they are so transferred.

Notwithstanding the above, employees deemed to be surplus thereby warranting an overall reduction of the workforce, shall have the right to bump, across and down, the most junior employee holding a Bracket 10 or lower job title provided they have greater seniority and have the physical

fitness to do the job. There shall be no bumping up.

11.15 For a period of eighteen (18) months or an employee's length of continuous service, whichever is the least, from the date of lay-off of any employee, shall, in case individuals (who on hiring would be classified as "employees") are being hired by the Company for jobs other than those of a temporary or emergency nature have preferential recall rights for rehiring in accordance with the following provisions.

11.16 The Company shall maintain a list of individuals with recall rights and such list shall show the length of continuous service of such individuals. When workers are required by the Company, it shall examine such list to determine which such individuals are qualified to do the jobs available, having regard to the efficiency of operations and the ability, training and physical fitness of the individual to do the job. From among such qualified individuals and to the extent of the number of jobs available the Company shall select those having the greatest length of continuous service. A notice shall be sent to each such selected individual by registered mail, addressed to the last address which the individual shall have recorded with the Company. Such notice shall state the title of the job for which such individual is considered qualified, the proposed time and place of hiring (which shall not be less than nine (9) days from the date of mailing of such notice by the Company) and that if the

individual desires to be rehired for such job the individual shall notify the Company in writing within five (5) days of the mailing of such notice by the Company.

11.17 The individuals to whom such notices are sent, and who report ready for work at the time and place of hiring as set out in such notices, shall, if they are then so qualified to fill the jobs available, be rehired. An individual's recall rights shall expire and the Company shall not be required to rehire such individual if the individual fails to report for rehiring in accordance with and at the time stated in any such notice or declines a recall to a job of specified duration of longer than thirty (30) days. On such rehiring there shall be deemed to have been no break in such employee's continuous service.

11.18 Company and department seniority lists showing the seniority ranking of all employees shall be prepared and maintained by the Company. A master list for the Plant and for each department shall be kept in the office of the Manager, Human Resources, Manufacturing and the departmental lists shall also be available in the respective departmental offices for reference by employees at reasonable times to determine questions of seniority ranking. The lists shall be revised by the Company and brought up to date at least once during each three (3) month period.

11.19 It is expressly understood and agreed that notwithstanding anything in this Article

contained, the Company may designate to the Association individuals who are to be given special experience or training in preparing them or trying out their capabilities for other or broader assignments with the Company outside the bargaining unit or for future service other than to the Company, not exceeding at any one time fifteen (15) employees, and to promote, demote and direct their efforts free from any limitations provided for in this Article, provided, however, that no such individual shall be so designated without the individual's consent or be assigned to take over the job occupied at the time by an employee if such assignment would result in the demotion of such employee, nor shall any such individual be entitled to apply for any job under the job posting provisions of this Article unless the individual has acquired rights under the seniority provisions of this Agreement. No more than five (5) such designated employees shall be employed in any department at the same time. It is further understood and agreed that such designated employees shall be deemed to be on temporary transfers and on completion of their training they shall respectively be placed back in the jobs from which they were temporarily transferred or in the jobs for which they were the successful applicants under the job posting provisions of this Article during the period of their special experience or training, and all promotions, transfers and movements of employees arising from the temporary transfers shall be reversed.

11.20 It is further expressly understood and agreed that notwithstanding anything in this Agreement contained, should the Company hire temporary employees for periods not in excess of six (6) months in any calendar year (or for such longer period as may be mutually agreed upon by the parties hereto) for purposes of providing vacation relief or to meet temporary peaks in production such temporary employees shall be considered throughout their employment as probationary employees and shall, subject only to the requirements of the efficiency of operations, be laid off before the other employees.

11.21 In the event that an individual who had a break in service pursuant to Paragraph 11.03(e) is rehired, it is understood and agreed that such employee will, upon the completion of the probationary period and notwithstanding Paragraph 11.02, be credited with the length of continuous service attained at the time of the break in service.

11.22 It is understood and agreed that any excluded or supervisory personnel who return to the bargaining unit shall have zero seniority at the time of such return.

#### ARTICLE 12 - HOURS OF WORK, OVERTIME

12.01 (a) The employee's "weekly schedule" wherever used in this Article shall mean the scheduled starting and finishing times of the employee's

work periods for each working day of the current week commencing immediately following midnight on Sunday which the Company has posted on the Department bulletin boards or otherwise communicated to the employee as of the end of the employee's last scheduled work period in the preceding week.

- (b) The expression "continuous work period" wherever used in this Article shall mean hours of work which are continuous or are separated only by a meal-time break or a longer break when arranged for the convenience of the employee concerned.

12.02 When an employee is required by the Company to work hours not forming part of the employee's weekly schedule, the employee will be paid for all such hours at the rate of one and one-half times the employee's straight-time rate, except:

- (a) When an employee is scheduled for less than eight (8) hours in a day, only those hours worked in excess of eight (8) hours in one continuous work period are eligible for payment at the rate of one and one-half times the straight-time rate.

- (b) When an employee who is scheduled for less than five (5) working days in a week works on an unscheduled non-premium day, premium payment at the rate of one and one-half times the employee's straight-time rate applies only to those hours worked in excess of eight (8) hours in the one continuous work period.
- (c) When an employee reports for work after the prescribed starting time for that work period on the employee's weekly schedule of working hours, premium payment at the rate of one and one-half times the straight-time rate applies only to those hours worked in excess of eight (8) hours in the one continuous work period.

12.03 When an employee is required by the Company to work hours forming part of the weekly schedule which are in excess of eight (8) hours in any one continuous work period, the employee shall be paid for such excess hours at the rate of one and one-half times the employee's straight-time rate.

12.04 When an employee works hours in excess of eleven (11) hours in any one continuous work period, <sup>hours</sup> which are otherwise entitled to payment at the rate of one and one-half times the straight-time rate shall be paid for at the rate of two times the straight-time rate up to a maximum

of the number of hours worked in excess of eleven (11) hours.

12.05 An employee shall be paid at the rate of one and one-half times the employee's straight-time rate for work performed and required by the Company after midnight of Friday and before midnight of Saturday.

12.06 An employee shall be paid at the rate of two times the employee's straight-time rate for work performed and required by the Company after midnight of Saturday and before midnight of Sunday.

12.07 Emergency Schedule Change - When the scheduled starting time of an employee is changed by five (5) hours or more during a week to meet Company requirements, the employee will be paid at the rate of one and one-half times the employee's straight-time rate for all of the hours worked during the first work period after the change. Premium payment applies if the employee continues on the revised schedule but does not apply if the employee reverts to the originally scheduled work period during the same week.

12.08 No more than one of the premium hour provisions of this Agreement may be applied to the same hours, although the highest of the provisions applies in cases where other conditions for the application of more than one such provision are met.



12.09 Recall - In cases where an employee is:

- (1) recalled after having left Company premises following the employee's last scheduled work period, or
- (2) required by the Company to work hours not forming part of the employee's weekly schedule which are not continuous with a scheduled work period,

the employee shall be entitled to be paid for a minimum of five (5) hours at the employee's straight-time rate regardless of the time required to work, or to the pay to which the employee is otherwise entitled under the premium hour provisions of this Article in respect of the time so worked, whichever is the greater.

When an employee works through into the regularly scheduled shift pursuant to this Paragraph, an additional paid break of up to one-half hour will be allowed during the first half of the employee's regular schedule.

12.10 Minimum Reporting Pay Should an employee report for work on schedule believing that work will be made available, and should the Company have failed to post a notice in advance on the bulletin boards while the employee was at work to the effect that work would not be made available, or have failed to inform the employee at least two (2) hours prior to the commencement of

the scheduled work period, the employee shall be paid a minimum of four (4) hours pay at straight-time rate on the employee's permanent job title if the employee performs such work as may be made available even though the employee does not work a total of four (4) hours. The provisions of this Paragraph shall not apply in cases where an employee has been absent from the regular work period immediately prior to so reporting for work and has failed before so reporting to inform the Company of the intention to return.

12.11 An employee who is required to work two (2) hours or more immediately before or two (2) hours or more immediately following the employee's scheduled working hours shall be entitled to a meal allowance of Five Dollars (\$5.00). Where such work continues beyond two (2) hours, the employee shall be entitled to an additional meal allowance of Five Dollars (\$5.00) for each additional four (4) hours so worked. Meal allowance payments will be included *in* the regular pay of an employee.

12.12 An employee shall not be required, by reason of having worked unscheduled hours, to take time off from scheduled working hours for the week.

12.13 Overtime will be on a voluntary basis; however, employees are expected to co-operate with the Company in the performance of overtime work if required. If qualified employees required to perform the work are not available in sufficient

numbers to perform work on a voluntary basis, the Association agrees that the Company shall have the right to assign employees to overtime work.

12.14 The Company shall make every reasonable effort to allocate overtime on an equitable basis among readily available Job Title holders, with any advantage going to the senior employee, all in accordance with the established guidelines of the Company.

#### ARTICLE 13 WAGES

13.01 The schedule for payment of hourly and apprenticeship rates is outlined for the term of this Agreement in Schedule "C". Such wage rates shall not be reduced during the term of this Agreement. The Company agrees to pay to each employee during the term of this Agreement the employee's straight-time rate as herein set out.

The Company further agrees that should the All Canada (National) CPI for the period November 1999 to October 2000 inclusive increase by a monthly average for that period of more than 2.5%, the Association will have the right, notwithstanding Paragraph 13.06, to open wage negotiations for the fourth year with a guaranteed minimum increase of 0.5% and the Company further agrees that should the All Canada (National) CPI for the period November 2000 to October 2001 inclusive increase by a monthly average for that period of more than 2.5%, the

Association will have the right, notwithstanding Paragraph 13.06, to open wage negotiations for the fifth year with a guaranteed minimum increase of 0.5%.

13.02 The Company reserves the right in its sole discretion to pay to individual employees rates above those set out in the said schedules.

13.03 The Company agrees to pay an allowance of One Dollar (\$1.00) per hour during the term of the Agreement for all hours worked between 7:00 p.m. and 7:00 a.m. Such allowance is excluded from the straight-time rate in calculating payment for premium hours.

13.04 Notwithstanding anything herein contained, but subject to Paragraph 13.05, an employee who is temporarily transferred for thirty (30) minutes accumulative or more to the same job in any continuous work period during such temporary transfer shall:

- (a) continue to receive the straight-time rate assigned on the employee's regular job, or
- (b) receive the job rate of the job to which the employee is temporarily transferred,

whichever is greater.

13.05 An employee shall during the first twenty (20) weeks of actual work for the Company receive the probationary rate of the job assigned and if temporarily transferred for thirty (30) minutes accumulative or more to the same job in any continuous work period during such temporary transfer shall:

- (a) continue to receive the probationary rate assigned on the employee's regular job, or
- (b) receive the probationary rate of the job to which the employee is temporarily transferred,

whichever is greater.

13.06 During the term of this Agreement neither the Association nor any employee shall make any request for any change in the wage rates so established, nor shall the Company reclassify any job as to rate bracket, unless the duties have changed from those assigned to it at the time of its last classification.

13.07 If, as a result of a departmental reduction pursuant to Paragraph 11.13, an employee's rate bracket classification is reduced either by Company transfer or pursuant to Paragraph 11.07, an amount calculated in cents per hour will be added to the employee's straight-time rate on the employee's permanent job title to provide that the employee's straight-time rate will

not be decreased by more than two (2) brackets in any sixteen (16) week period. The same provision shall apply to employees whose rate bracket classification is reduced pursuant to a departmental reorganization or pursuant to Paragraph 19.06.

ARTICLE 14 - VACATIONS

14.01 The Company will provide employees with vacations with pay based on length of service as follows:

<u>Anniversaries of Employment Date</u>	<u>Length of Vacation</u>
1st to 3rd inclusive	2 weeks
4th to 9th inclusive	3 weeks
10th to 18th inclusive	4 weeks
19th to 27th inclusive	5 weeks
28th and after	6 weeks

During the first year of employment, vacation entitlement is based on one (1) day for each full month of employment to a maximum of ten (10) days.

All subject to the established rules of the Company respecting eligibility for vacations and assignment of vacations.

14.02 Vacation pay will be calculated as the number of weeks of vacation multiplied by the greater of:

- (1) declared scheduled hours, (at the time of going on vacation), at the employee's straight-time rate on the employee's permanent job title

OR

- (2) a rate reflecting an employee's previous year-to-date upgradings.

#### ARTICLE 15 - INDUSTRIAL HEALTH & SAFETY

15.01 The Company reaffirms its commitment to promoting and maintaining workplace health and safety and to provide information that supports the process as identified by the Joint Health and Safety Committee.

The Company and the Association agree to establish an eight (8) member Health and Safety Committee consisting of four (4) members appointed by the Company and four (4) members appointed by the Association. This Committee will meet as frequently as required but not less than quarterly to discuss a presubmitted agenda and make recommendations on matters relating to industrial health and safety.

15.02 Two (2) members of the Health and Safety Committee (one (1) Association representative and one (1) Company representative or their designated alternates), together with the area Department Manager or representative, will

accompany the Department of Labour Safety Inspector on safety inspection tours.

15.03 Workplace safety inspection tours can be initiated by the Health and Safety Committee. Two (2) members of the Health and Safety Committee (one (1) Association representative and one (1) Company representative) will make up the inspection party and shall be accompanied by the area Department Manager or representative.

15.04 The Company shall pay employees designated by the Association as Health and Safety Committee members while engaged at official meetings or on tours at their straight-time rate on their permanent job title.

15.05 Where an **employee** refuses to use or operate **any machine**, device or thing, or work in a particular place on the ground that the employee has reasonable cause to believe that the machine, device, thing or place is in contravention of the Occupational Health and Safety Act or the Regulations thereunder (the Act), or is likely to endanger the employee or another employee, the procedure set out below shall be followed:

- (a) the employee shall forthwith report the circumstances of the matter to the employee's foreperson; and
- (b) the foreperson or any other management person (management) shall request either an Association



Steward or Association Health and Safety Committee member to come to the place in question and management shall forthwith investigate the employee's report in the employee's presence. Any tests or work done by management for the purpose of investigating the complaint or to prevent disruption of the Company operations pending the resolution of the matter shall not amount to a breach of any provisions of this Agreement; and

- (c) where management disputes the employee's report or takes steps to make the machine, device, thing or place safe or comply with the Act, and in either case it appears to management, acting in good faith, that there is not, or, as the result of such steps, there no longer is any unsafe or dangerous condition or breach of the Act, management may direct the employee to resume work. If the employee continues to refuse to operate the machine, device or thing or to work in the particular place, the employee shall be assigned to any other job and, notwithstanding Paragraphs 13.04 and 13.05, receive the applicable rate of the job assigned until an inspector under the Act completes

the investigation of the machine, device, thing or place and makes the decision known to management and the employee and the Association Steward or Association member of the Health and Safety Committee concerned. It shall be management's duty to notify an inspector promptly of the matter reported by the employee. It shall also be management's duty to cooperate with the inspector and to give the employee and either the Association Steward or Association member of the Health and Safety Committee a reasonable opportunity to be present while the inspector carries out the investigation. Management shall pay the employee who made the complaint at the employee's straight-time hourly rate if the employee attends during the time such investigation is in progress and shall pay either the Association Steward or the Association member of the Health and Safety Committee during such investigation time, but shall not be required to pay [other than the employee making the complaint] more than one (1) such bargaining unit employee for such investigation time.

- (d) if the inspector's decision is to the effect that there was no unsafe or dangerous condition or no contravention of the Act, the employee shall forthwith be offered the employee's regular job and if the employee refuses it, the employee shall be deemed to have quit the employee's employment; and
- (e) if the inspector's decision is that there was an unsafe condition or contravention of the Act, the inspector's decision will be complied with and the employee shall be reimbursed for the difference, if any, between what such employee would have received on the employee's regular job and that which the employee actually received on the job assigned.

Where it is established that an employee either has acted frivolously or in bad faith in refusing to use or operate any machine, device or thing or work in a particular place, or in alleging that the same was in contravention of the Act, the employee shall be subject to appropriate disciplinary action, provided that the employee may file a grievance in the manner set out in this Agreement.

In the event that the refusal of an employee or employees to work at their regular

jobs in accordance with the terms of this Article so affects the Company's operations that there is no work for some or all of the other employees to do at their regular jobs, the Company may lay off such other employees until normal operations are resumed. It is further understood and agreed that the provisions of Paragraphs 11.14 and 11.15 shall not apply to any lay-off or subsequent recall from lay-off of employees pursuant to this Paragraph.

15.06 In the interests of safety, all employees are required to wear appropriate safety shoes which will be provided by the Company. The Company will also provide replacement safety shoes as required.

15.07 The Company will provide at no cost to the employee, regular or prescription safety glasses, or safety eye equipment, for the employee working in areas where safety eye protection is required by the Company.

15.08 The wearing of appropriate safety shoes, safety glasses and other safety equipment and clothing, where specified by the Company, is mandatory and is a condition of employment.

15.09 The Company shall provide safe operating procedures and training by qualified personnel to employees in the handling of materials, operating of equipment and exposure to toxic substances. The Company shall fully implement all the requirements of the Workplace

Hazardous Materials Information System  
(W.H.M.I.S.) legislation.

15.10 A pregnant employee who supplies the Company with a medical certificate attesting that her working conditions may be physically dangerous to her unborn child, or to herself by reason of her pregnancy, may request to be assigned to other duties involving no such danger for the duration of her pregnancy. Such requests may be granted by the Company.

ARTICLE 16 - BULLETIN BOARDS

16.01 The Company upon receipt of the necessary information from the Association will, from time to time, post on a bulletin board convenient to each department herein mentioned the names of the Association Stewards designated by the Association to handle matters under the grievance procedure in such department, and will also post on the same bulletin boards lists designating the supervisory personnel to handle matters under the grievance procedure in such department on behalf of the Company at each of the first two stages of the grievance procedure. The Company will also at the request of the Association from time to time post on a bulletin board, convenient to each department, the time and place of Association meetings, the names of candidates for nomination or election as regular officers of the Association with the names of the offices for which they are candidates, the results of such nominations or elections including the

names of the officers, and notices of recreational and social activities sponsored by the Association,

ARTICLE 17 - ASSOCIATION REPRESENTATION

Association Grievance Board and Association Stewards

17.01 The members of the Association Grievance Board and Association Stewards herein referred to, and who shall be designated by the Association, shall be employees and shall consist of an aggregate total of not more than fifty (50) employees.

17.02 In the discretion of the Association, any member of the Association Grievance Board may also be an Association Steward, but the total number of employees designated by the Association as members of the Association Grievance Board and Association Stewards shall in no event exceed the aggregate total above set forth. The Association will designate to the Company from time to time the individuals acting as members of the Association Grievance Board and Association Stewards.

17.03 Any Association Steward or member of the Association Grievance Board shall be allowed such time off as shall be reasonably required to attend such necessary meetings with supervisory personnel as are hereinbefore provided, subject, however, to obtaining permission (which shall not be unreasonably withheld) from the Foreperson, if

any, or if there be no Foreperson in the department, from the Department Head. Such time off shall be considered as time worked for the purpose of calculating overtime premium.

17.04 The Company shall pay members of the Association Grievance Board and Association Stewards at their straight-time rate on their permanent job titles for any time lost during their regular working hours in connection with any of the above mentioned duties, but the making of any such payments shall in no manner preclude the Company from discontinuing such payments at any time if the privilege of requesting time off for such purposes is being abused.

17.05 The Company agrees to pay employees designated by the Association as Negotiating Committee members while meeting with representatives of the Company negotiating committee, including conciliation and mediation meetings. Such payment shall be calculated at the employee's straight-time rate on the employee's permanent job title up to a maximum of eight (8) hours in any twenty-four (24) hour period and up to a maximum of twelve (12) hours in any twenty-four (24) hour period for employees working hours covered by the Compressed Work Schedule Plan.

Employees designated by the Association as Negotiating Committee members shall be placed on straight days when operations permit.

17.06 Upon written request by the Association, given not less than one (1) week in advance to the Company, the Company will grant leave of absence without pay to the employees named in such request to absent themselves to attend seminars or educational programmes, provided, however, that not more than twenty-five (25) employees (not more than three (3) from each department unless agreed to otherwise by the parties and subject to operating conditions) shall be granted such leave at any one time and not more than twenty (20) days for any employee in any calendar year.

ARTICLE 18 INFORMATION TO THE ASSOCIATION

18.01 The following information shall be provided to the Association Secretary-Treasurer as frequently as indicated:

(a) Weekly:

1. Name and address labels for all new and rehired employees; updates of address changes received by the Company.
2. Employee's terminations.
3. Copy of job posting showing the successful applicant.



(b) Monthly:

1. Revised copy of recall list.
2. A list of temporary employees.

(c) Quarterly:

Company and department seniority lists showing seniority dates of employees.

- (d) Sixty (60) days notification of employees approaching expiration of the period that benefits could have been paid under the Kodak Intermediate Disability Plan.

ARTICLE 19 - GENERAL

19.01 Bereavement Pay - The Company agrees that in the event of the death of the wife, husband, child, parent, brother, sister, parent-in-law, son-in-law or daughter-in-law of an employee during the term of this Agreement, that employee will be allowed time off with pay as may be considered by the Company to be reasonably required and up to a maximum of three (3) days for the purpose of arranging or attending the funeral or for the performance of other duties arising from the death. In the event that a death occurs during an employee's vacation and the employee would otherwise qualify for bereavement leave of up to a maximum of three (3) days, up to

three (3) days' vacation may be converted to bereavement leave and such days rescheduled as vacation at a later date.

In the event of the death of an aunt, uncle, grand-parent, grandchild, brother-in-law, sister-in-law, niece or nephew of an employee or their spouse during the term of this Agreement, that employee will be allowed time off with pay as may be considered by the Company to be reasonably required and up to a maximum of one (1) day for the purpose of attending the funeral. In the event that a death occurs during an employee's vacation and the employee would otherwise qualify for bereavement leave of up to a maximum of one (1) day, up to one (1) day's vacation may be converted to bereavement leave and such day rescheduled as vacation at a later date.

The pay referred to herein shall be calculated at the employee's straight-time rate on the employee's permanent job title for time so lost from the employee's declared schedule of hours for the day or days in question, No such time off with pay will be allowed during a holiday period in which an employee is entitled to be paid for time lost under the provisions of Paragraph 6.04 hereof.

19.02 Jury Duty - Subpoenaed Witness - The Company agrees that should an employee be required to perform jury duty, the employee shall be allowed such time off with pay as may be

considered by the Company to be reasonably required for the performance of such duty. The pay referred to herein shall be calculated at the employee's straight-time rate on the employee's permanent job title for time so lost from the employee's declared schedule of hours for the day or days in question. No such time off with pay will be allowed during a holiday period in which an employee is entitled to be paid for time lost under the provisions of Article 6. In the event that an employee is required to perform jury duty during vacation, the time that the employee would otherwise qualify for time off with pay hereunder may be rescheduled as vacation at a later date. The same provisions shall be applicable in the event an employee is required under power of subpoena to act as a witness in a judicial proceeding.

19.03 Tool Allowance - The Company will pay a tool allowance of Fifty Dollars (\$50.00) per year to employees on job titles that are eligible for a Tool Allowance as indicated in Schedule "D". In order to qualify for this allowance, the employee must have six (6) months of continuous service and be on the active payroll as of December 1. This allowance will be paid in the month of December.

19.04 Contracting Out - The Company agrees that no employee will be laid off pursuant to the provisions of Paragraph 11.14 hereof as a result of the contracting out of work currently being done by the bargaining unit.

19.05 Technological Changes - In the event that the introduction of improved methods or facilities of production should have the effect of reducing the number of employees required, the Company will endeavour to make these changes in such a way that there will be the least hardship to employees.

The Company will give the Association as much prior notice as possible of a Technological Change. In no case shall the notice period be less than three (3) months unless the Association waives such three (3) month period in writing.

(a) Content of Notice to the Association

The notice mentioned above shall be given in writing and shall contain pertinent data including:

- (i) the nature of the change;
- (ii) the date on which the Company proposes to effect the change;
- (iii) the approximate number, type and department location of employees likely to be affected by the change;
- (iv) the effect the change will be expected to have on the employees mentioned in (iii) above, and on the employee's working conditions and terms of employment;

(v) all other pertinent data relating to the anticipated effect on employees.

(b) Consultation

When the Company has notified the Association of its intention to introduce a technological change, the Parties agree to meet at the request of either Party to discuss the probable effect of the technological change on the employees involved. A second and subsequent meetings will be held as far in advance as practicable of the time when the technological change is to take place for the purpose of discussing the specific application(s) of the change.

(c) Training

The Company agrees to train an employee across and down within a department providing the employee has the ability and physical fitness to do the job.

(d) Wage Rate Protection

If as a result of technological changes an employee's rate bracket classification is reduced, an amount calculated in cents per hour will be added to the straight-time rate on the employee's permanent job title to provide that the employee's

straight-time rate will not be decreased for the first twenty-six (26) weeks after the change occurs and not more than two (2) brackets in any subsequent twenty-six (26) week period.

19.06 Incapacitated Employee - If an employee who has at least ten (10) years' continuous service is, in the opinion of the Company (supported by medical evidence), incapacitated due to mental or physical disability to the extent that the employee can no longer perform the duties of the employee's regular job, the Company, with the employee's consent, will attempt to find suitable alternative employment, and in that connection to transfer such incapacitated employee to fill any vacancy in the same or a lower wage bracket without being required to post such vacancy.

It is understood and agreed that the implementation of the provisions of this Paragraph shall not be subject to the grievance procedure.

19.07 Apprentices - The existing Apprenticeship Program, operated in accordance with the Trades Qualification and Apprenticeship Act, Ontario, under the supervision of the Ministry of Education and Training, will be continued during the term of this Agreement.

An Apprentice on the four year program will, upon graduation, be transferred to the job rate of Bracket 15. After holding the job rate of Wage Bracket 15 classification for twelve (12)

months and providing that the employee is satisfactory on the job, the employee will be transferred to Bracket 16. After holding the job rate of Wage Bracket 16 classification for twelve (12) months and providing that the employee is satisfactory on the job, the employee will be transferred to Bracket 17.

19.08 Compressed Work Schedules - It is understood and agreed that certain provisions in this Agreement are inapplicable to those employees working a Compressed Work Schedule. Such employees are governed by particular rules which are attached to and form part of this Agreement as Schedule "E".

19.09 Personal Absence Time Allowance - Employees whose length of continuous service is greater than one (1) year will be allowed up to eight (8) hours' time off with pay in a calendar year, at the straight-time rate on their permanent job title, for personal absence reasons such as medical/dental appointments.

19.10 Notification of Return to Work - It shall be the responsibility of an employee who has been absent from work to keep the foreperson informed of the intended return to work date. Failure to do so may result in such employee being considered as unavailable for work when the employee appears, and the minimum reporting pay and lay-off provisions of this Agreement shall have no application.

ARTICLE 20 - DURATION

20.01 This Agreement made as of November 13, 1997, shall terminate midnight, November 3, 2002.

20.02 Either party to this Agreement may within a period of ninety (90) days next preceding the date of termination of this Agreement by notice require the other party to commence collective bargaining with a view to the renewal or revision of the Agreement or the conclusion of a new Agreement, and joint conference between representatives of the Company and the Association shall commence at the Municipality of Metropolitan Toronto, Ontario, within twenty (20) days following the delivery of such notice.

IN WITNESS WHEREOF KODAK CANADA INC. has caused its corporate seal to be affixed under the hands of its proper officers in that behalf, and the proper officers of the Association have hereunto set their hands and seals on behalf of the Association.

Executed at the City of Toronto, Ontario, July 10, 1998.

Negotiated on behalf of the Employees' Association of Kodak Canada by -	KODAK CANADA INC. "E.S. Jurus" President
"Joan Crane"	



"John F. Skubiski"

"J. Compton"

"Derek Buttivant"

"G. Yeoman"

"Gilbert Pittman"

"E. Steele"

"A.R. Rae"  
Director, Human  
Resources

"N. Naumoff"  
Vice-President &  
General Manager,  
Manufacturing

**SCHEDULE "A"**

**RULES OF ARBITRATION**

1. Arbitrations shall be heard at Toronto, Ontario, or at such other place as may be agreed upon by the parties from time to time.
  
2. In any arbitration the written representations of the employee made at Stage Three and the decision of the Director, Human Resources or designated representative at Stage Three of the grievance procedure (or in the case of a difference directly between the Association and the Company the written submission by the party initiating the discussion of the difference and the written reply thereto of the other party) shall be presented to the arbitrators and the award of the arbitrators shall be confined to determining the issues therein set out. Where the arbitrators determine that an employee has been discharged or suspended for just cause, the arbitrators may substitute such other penalty for the discharge or suspension as the arbitrators deem just and reasonable in all the circumstances.

3. Each party to an arbitration shall be entitled through counsel or otherwise to present evidence, to cross-examine the witnesses of the other party, and to present oral arguments. A brief of argument may be presented by each party and each party shall be entitled to reply to the brief of argument presented by the other. Briefs of argument and replies thereto shall be filed within the times specified by the arbitrators. A party presenting a brief of argument or reply to the arbitrators shall forthwith deliver a copy thereof to the other party.
4. Witness fees and allowances shall be paid by the party calling the witness.
5. No costs of any arbitration shall be awarded to or against either party.

**SCHEDULE "B"**

**DEPARTMENTS**

BIS Finishing  
Consumer Products Finishing  
Emulsion  
Equipment Services  
Labour Pool Services  
Maintenance  
Material Stores  
PET Polymers  
Photographic Rolls  
Plant Services  
Plastic & Metal Products  
Product Handling  
Professional Motion Imaging Finishing  
Sensitizing  
Testing  
Utilities

**SCHEDULE "C"**

TABLE "A"

KODAK CANADA INC  
GENERAL FACTORY

HOURLY JOB RATE SCHEDULE (Effective Midnight)

RATE BRACKET	SUN NOV.2 1997	SUN NOV.1 1998	SUN NOV.7 1999	SUN NOV.5 2000	SUN. MAR.4 2001	SUN NOV.4 2001
7	17.30	17.65	18.00	18.45	18.54	18.91
8	17.62	17.97	18.33	18.79	18.88	19.26
9	17.97	18.33	18.70	19.17	19.27	19.66
10	18.33	18.70	19.07	19.55	19.65	20.04
11	18.82	19.20	19.58	20.07	20.17	20.57
12	19.41	19.80	20.20	20.71	20.81	21.23
13	20.13	20.53	20.94	21.46	21.57	22.00
14	20.90	21.32	21.75	22.29	22.40	22.85
15	21.87	22.31	22.76	23.33	23.45	23.92
16	22.80	23.26	23.73	24.32	24.44	24.93
17	23.82	24.30	24.79	25.41	25.54	26.05
18	24.85	25.35	25.86	26.51	26.64	27.17
19	25.96	26.48	27.01	27.69	27.83	28.39
20	27.12	27.66	28.21	28.92	29.06	29.64

**SCHEDULE "C"**

**TABLE "B"**

**KODAK CANADA INC.  
GENERALFACTORY  
HOURLY PROBATIONARY RATE SCHEDULE  
Effective Mi dnight**

RATE BRACKET	SUN. NOV.2 1997	SUN. NOV.1 1998	SUN. NOV.7 1999	SUN. NOV. 5 2000	SUN. MAR.4 2001	SUN. NOV.4 2001
7	14.55	14.84	15.14	15.52	15.60	15.91
8	14.84	15.14	15.44	15.83	15.91	16.23
9	15.13	15.43	15.74	16.13	16.21	16.53
10	15.45	15.76	16.08	16.48	16.56	16.89
11	15.87	16.19	16.51	16.92	17.00	17.34
12	16.36	16.69	17.02	17.45	17.54	17.89
13	16.96	17.30	17.65	18.09	18.18	18.54
14	17.63	17.98	18.34	18.80	18.89	19.27
15	18.43	18.80	19.18	19.66	19.76	20.16
16	19.23	19.61	20.00	20.50	20.60	21.01
17	20.09	20.49	20.90	21.42	21.53	21.96
18	20.96	21.38	21.81	22.36	22.47	22.92
19	21.91	22.35	22.80	23.37	23.49	23.96
20	22.89	23.35	23.82	24.42	24.54	25.03

**SCHEDULE "C"**

TABLE "C"

KODAK CANADA INC.  
GENERAL FACTORY  
HOURLY RATE SCHEDULE

APPRENTICES  
Effective Midnight

	SUN. NOV.2 1997	SUN. NOV.1 1998	SUN. NOV.7 1999	SUN. NOV.5 2000	SUN. MAR.4 2001	SUN. NOV.4 2001
First Year	17.47	17.82	18.18	18.63	18.72	19.09
Second Year	17.81	18.17	18.53	18.99	19.08	19.46
Third Year	18.41	18.78	19.16	19.64	19.74	20.13
Fourth Year	19.58	19.97	20.37	20.88	20.98	21.40

SCHEDULE "D"

JOB TITLES

\* Denotes Job Titles eligible for Tool Allowance

Organized By:

Descending rate bracket  
Alphabetical order of departments within rate  
bracket  
Alphabetical order of job titles within department

RATE BRACKET 20

Maintenance

\*  
\* Control Systems Technician  
Team Leader

RATE BRACKET 19

Maintenance

\* Electrician Special  
Lead Hand  
\* Master Plumber  
\* Mold Specialist



SCHEDULE "D" Cont'd

**RATE BRACKET 18**

Maintenance

- \* Automatic Equipment Mechanic 18
- \* Electrician 18
- \* Electronics Technician 18
- \* Instrument Technician 18
- \* Maintenance Machinist 18
- \* Process Maintenance Specialist-Electrical
- \* Process Maintenance Specialist-Mechanical
- Precision Grinding Specialist

Utilities

Operator 18

**RATE BRACKET 17**

Emulsion

Emulsion Process Operator

Maintenance

- \* Automatic Equipment Mechanic 17
- \* Carpenter 17
- \* Electrician 17

**SCHEDULE "D" Cont'd**

Electronics Technician 17  
Instrument Technician 17  
Maintenance Machinist 17  
Millwright 17  
Painter Special  
Plumber 17  
Refrigeration & Air Conditioning  
Mechanic 17  
Sheet Metal Worker 17  
Steamfitter 17  
Welder 17

**Sensitizing**

Melter - Bldg. 13

**RATE BRACKET 16**

**Emulsion**

Solution Preparation Operator  
Chem Prep Team Operator

**Equipment Services**

Sr. Equipment Services Operator

SCHEDULE "D" Cont'd

Plastic & Metal Products

Mold Setup Operator

PET Polymers

Process Control Operator

Maintenance

Automatic Equipment Mechanic 16

Carpenter 16

Electrician 16

Electronics Mechanic 16

Instrument Mechanic 16

Maintenance Machinist 16

Millwright 16

Plumber 16

Refrigeration & Air Conditioning

Mechanic 16

Sheet Metal Worker 16

Steamfitter 16

Welder 16

Sensitizing

Coating Team Operator

Drawdown Control Operator - Bldg. 13

Lab Team Operator

Melt Team Operator

**SCHEDULE "D" Cont'd**

Testing

Calibration & Control Operator  
Process Control Operator

Utilities

Operator 16

**RATE BRACKET 15**

BIS Finishing

Process Control Operator

Consumer Products Finishing

Process Control Operator

Emulsion

Sample Coater Operator  
Test Equipment Operator

Equipment Services

Equipment Services Operator 15

SCHEDULE "D" Cont'd

Maintenance

- \* Automatic Equipment Mechanic 15
- \* Carpenter 15
- \* Electrician 15
- Electronics Mechanic 15
- Instrument Mechanic 15
- \* Maintenance Machinist 15
- \* Steamfitter 15

Photographic Rolls

- Process Control Operator - VWSS
- Process Control Operator - Dusenbury

Plastic & Metal Products

- Process Control Operator

Product Handling

- Inventory Control Specialist

Professional Motion Imaging Finishing

- Process Control Operator

SCHEDULE "D" Cont'd

**RATE BRACKET 14**

Consumer Products Finishing

Senior Quality Control Operator

Product Handling

Receiver-Shipper

Sensitizing

Assistant Drawdown Control Operator -  
Bldg. 13

Utilities

Operator 14

**RATE BRACKET 13**

BIS Finishing

Flowline Machine Operator 1

Consumer Products Finishing

Quality Control Operator

SCHEDULE "D" Cont'd

Equipment Services

Equipment Services Operator 13

Maintenance

Film Measurement Test Operator

Material Stores

Senior Maintenance Stockkeeper

PET Polymers

PET Operator

Photographic Rolls

Machine Operator - Dusenbury  
Machine Operator - VWSS

Plastic & Metal Products

Quality Control Operator

Product Handling

Process Control Operator  
Receiver  
Receiver Shipper - Copy & BIS Products

SCHEDULE "D" Cont'd

Professional Motion Imaging Finishing

Flowline Machine Operator - Slitter  
Flowline Quality Operator  
Flowline Finishing Operator

RATE BRACKET 12

BIS Finishing

Flowline Machine Operator 2

Consumer Products Finishing

Flowline Operator

Emulsion

Silver Sludge Recovery Operator

Material Stores

Sensitized Stockkeeper

Photographic Rolls

Machine Operator-Sheets



SCHEDULE "D" Cont'd

Plant Services

Pick-up & Delivery Driver

Plastic & Metal Products

Automatic Equipment Operator  
Material Reclamation & Control Operator

Product Handling

Pick-up & Delivery Driver  
Receiver's Assistant  
Sr. Stock Operator  
Tractor-Trailer Driver

Sensitizing

Conveyance Team Operator

Testing

Chemical Mixer  
Test Team Operator

**SCHEDULE "D" Cont'd**

**RATE BRACKET 11**

Emulsion

Emulsion Service Operator

Equipment Services

Equipment Service Operator

Material Stores

Emulsion Stockkeeper  
Finished Products Stockkeeper  
Maintenance Stockkeeper  
Stockkeeper  
Sensitised Stock Handler

Photographic Rolls

Operator - Spooling Machines  
Utility Operator - VWSS

Product Handling

Cycle Count Operator  
Order Layout Operator  
Returned Goods Handler  
Shipping Operator  
Stock Operator

SCHEDULE "D" Cont'd

Stockkeeper Specialty Packaging  
Shipping Dispatch Operator  
Parts Service Operator

BATE BRACKET 10

BIS Finishing

Flowline Operator 1

Emulsion

Utility

Equipment Services

Packer & Shipper

Material Stores

Supplies Stockkeeper

Photographic Rolls

Dispatcher - Finished Goods  
Machine Operator - Sheeter

**SCHEDULE "D" Cont'd**

Plant Services

Truck Driver

Plastic & Metal Products

Material Reclamation Operator

Product Handling

Truck Driver

**RATE BRACKET 9**

BIS Finishing

Flowline Operator 2

Consumer Products Finishing

Packaging Operator  
Utility Operator

Material Stores

Material Stores Handler  
Sensitized Scrap & Material Stores  
Handler

SCHEDULE "D" (Cont'd)

PET Polymers

PET Utility Operator

Photographic Rolls

Utility Operator

Plant Services

Labourer General 9

Plastic & Metal Products

Molding Machine Attendant

Product Handling

Copy Centre Operator  
Handler-Copier Equipment  
Stock Service Handler

Sensitizing

Production Service Operator

SCHEDULE "D" Cont'd

RATE BRACKET 8

BIS Finishing

Flowline Operator 3

Emulsion

Handler & Washer

Equipment Services

Handler & Sorter

Plant Services

Clothing Service Operator

Professional Motion Imaging Finishing

Box & Pack Operator

RATE BRACKET 7

Labour Pool Services

Miscellaneous Duties Operator

SCHEDULE "D" Cont'd

Plant Services

Building Service Operator  
Sewing Machine Operator

Sensitizing

Utility 7

Testing

Utility 7

Various Departments

Building Service Operator  
Miscellaneous Duties Operator

APPRENTICESHIP PROGRAMS

JOB TITLES

Four Year Programs

SCHEDULE "D" Cont'd

- \* Apprentice - Automatic Equipment  
Mechanic
- \* Apprentice - Carpenter (Plant)
- \* Apprentice - Electrician - Plant  
Maintenance
- \* Apprentice - Fitter - Machinist
- \* Apprentice - Steamfitter (Plant)
  
- \* Denotes Job Titles eligible for Tool  
Allowance



SCHEDULE "E"

KODAK CANADA INC.

COMPRESSED WORK SCHEDULE PLAN

Basic Policy

Compressed Work Schedules are arranged by the company to provide fewer working days by extending daily hours.

This practice outlines the rules applicable to all employees assigned to 12-hour schedules and employees temporarily transferred to these schedules.

In the event of differences between this practice pertaining to 12-hour work scheduling and related payment rules and Articles of the Collective Bargaining Agreement which pertain to payment practices, these Compressed Work Schedule rules take precedence.

Compressed Work Schedules are dependent on a sufficient number of employees being available for call-in to act as spare replacements on the tricks to meet operating requirements.

### **Hours of Work**

Twelve-hour work periods which average 42 hours per week over a repeating cycle.

### **Weekly Schedule**

The "weekly schedule" begins with the starting time of the first work period designated as a Monday 'N' (night) trick and ends at the starting time of the first work period designated as a Monday 'N' (night) trick in the following week.

Note: A Monday 12-hour 'N' (night) trick begins before midnight Sunday and ends on the Monday.

The employee's "weekly schedule" as defined above shall mean the scheduled starting and finishing times of the employee's work periods for each working day of the current week which the Company has posted on the department bulletin boards or otherwise communicated to the employee as of Tuesday in the preceding week.

### **Designation as 12-Hour Employees**

Employees will be designated as 12-hour employees with the intention that they be designated as such for four (4) weeks or longer, operating conditions permitting. In the event that an employee due to operating conditions is removed from Compressed Work Schedules the

Company will, when making this change, endeavour to minimize any hardship to the employee (which refers to an employee who does not complete one full Compressed Work Schedules rotation commencing from the initial assignment to Compressed Work Schedules).

Employees temporarily transferred to Compressed Work Schedules with the intention that they work such schedules for four (4) weeks or longer will be designated as Compressed Work Schedule employees and paid as per this practice.

Employees temporarily transferred to Compressed Work Schedules with the intention that they work such schedules for less than four (4) weeks will be paid per the current C.B.A. payment practices.

#### **Overtime, Saturday and Sunday Work**

The first 12 hours worked within the employee's scheduled work period will be paid at straight time. All hours worked in excess of 12 continuous hours within the employee's schedule or all hours worked outside the employee's schedule on a day on which an employee is scheduled to work will be paid at two times the applicable straight-time rate except:

- (a) When an employee on designated 12-hour daily schedules is scheduled for less than 12 hours in a day, only those hours worked in excess of 12 hours in one continuous

work period are eligible for payment at the rate of two times the applicable straight-time rate.

- (b) When an employee reports for work after the prescribed starting time for that work period on the weekly schedule of working hours, premium payment at the rate of two times the applicable straight-time rate applies only to those hours worked in excess of twelve hours in one continuous work period.

When an employee is required by the Company to work on an unscheduled day, the pay for all such hours will be at the rate of one and one-half times ( $1\frac{1}{2}x$ ) the applicable straight-time rate for the first 11 continuous hours. Any hours worked in excess of 11 continuous hours will be paid at two times the applicable straight-time rate.

#### **Weekly Overtime**

Employees scheduled to work beyond forty-two hours in any week will be paid for all hours beyond forty-two at the rate of one and one-half times ( $1\frac{1}{2}x$ ) the applicable straight-time rate unless another premium provision prescribes a higher rate. Hours already paid as premium hours ( $1\frac{1}{2}x$  or  $2x$ ) as a result of working outside scheduled hours or as a result of working hours in excess of 12 continuous hours are excluded from the calculation of weekly overtime. Time worked

on a Sunday at the start of a work week within an employee's schedule which is paid at a premium rate will be used in the calculation of the weekly overtime provisions.

#### **Saturday and Sunday Work**

An employee shall be paid at the rate of one and one-half times (1 1/2x) the applicable straight-time rate for work performed by the employee and required by the Company after midnight of Friday and before midnight of Saturday (calendar Saturday). An employee shall be paid at the rate of two times the applicable straight-time rate for work performed by the employee and required by the Company after midnight of Saturday and before midnight of Sunday (calendar Sunday).

**Note:** No more than one of the premium hours provisions may be applied to the same hours, although the highest of the provisions applies in cases where other conditions for the application of more than one such provision are met.

#### **Observed Holiday Period**

The expression "holiday period" means for an employee scheduled for day work (D) in such holiday the hours the employee would have been so scheduled to work in **such** holiday. For an employee who would have been scheduled for night work (N), the hours scheduled to be worked

starting before midnight of the day of the holiday and ending in the holiday.

**Observed Holiday Allowance**

When an employee would have been scheduled to work had the holiday not been observed, Observed Holiday Allowance shall be calculated using twelve (12) hours at the greater of the employee's straight-time rate on the employee's permanent job classification or a rate reflecting the employee's previous year-to-date upgradings regardless of the hours actually scheduled for the day. There will be no hours credited towards the calculation of weekly overtime.

**Payment for an Observed Holiday on a Day of Rest**

When an Observed Holiday falls on a scheduled day of rest, the employee shall be paid an Observed Holiday Allowance of eight hours at the greater of the straight-time rate on the employee's permanent job classification or a rate reflecting the employee's previous year-to-date upgradings. No lieu day entitlement for such employees is generated. There will be no hours credited towards the calculation of weekly overtime.

**Payment for an Observed Holiday Falling During a Period of Vacation**

When an Observed Holiday falls during an employee's period of vacation the employee shall be paid an Observed Holiday Allowance of eight hours at the greater of the employee's straight-time rate on the employee's permanent job classification or a rate reflecting the employee's previous year-to-date upgradings. This payment will be in addition to and included with the regular Vacation Allowance. No lieu day entitlement for such employees is generated. There will be no hours credited towards the calculation of weekly overtime.

**Payment for Work on an Observed Holiday**

When an employee is required by the Company to work during the defined holiday period, the employee shall be paid for such work at the rate of one and one-half times (1 1/2x) the applicable straight-time rate for the first 12 continuous hours worked within the employee's schedule (hours beyond 12 continuous or hours outside the employee's schedule are paid at two times (2x) the applicable straight-time rate) in addition to an Observed Holiday Allowance of eight hours at the greater of the straight-time rate on the employee's permanent job classification or a rate reflecting the employee's previous year-to-date upgradings. Also a lieu day off without pay will be granted if the employee so requests at a time mutually

agreed upon by the Company and the employee when operating requirements permit. The employee will receive credit for hours towards weekly overtime equal to the hours worked within the employee's schedule.

#### Vacations

All employees with three or four weeks of vacation eligibility may schedule one of their weeks as single days. Employees with five or six weeks of vacation eligibility may schedule two of their weeks as single days. The remaining weeks must be scheduled as full weeks. One complete week of their schedule off counts as a week of vacation entitlement regardless of the number of hours scheduled for the week. Each single 12-hour shift off will be considered as a day and one-half deducted from a week of entitlement (i.e. 5 days).

Vacation taken during scheduled shutdowns is at a 42-hour per week average.

NOTE: If the number of scheduled hours away from work due to going on vacation in any year is less than forty-two times (42x) the employee's number of weeks of vacation eligibility, the employee may schedule additional days off to bring total time away from work up to forty-two times (42x) the employee's number of weeks of vacation eligibility as a leave of



absence without pay at a later date when operating conditions permit.

**Payment for Vacation - Full Weeks**

For employees working Compressed Work Schedules, payment for each week of vacation entitlement will be made on the basis of the greater of:

42 hours' pay at the employee's straight-time rate on the employee's permanent job title at the time of going on vacation, regardless of the number of hours or days which the employee is scheduled for the week

or

a rate reflecting employee's previous year-to-date upgradings.

**Payment for Vacation - Single Days**

For employees working Compressed Work Schedules, payment for each 12-hour shift of vacation entitlement will be made on the basis of the greater of:

12 hours' pay at the employee's straight-time rate on the employee's permanent job title at the time of going on vacation

or

a rate reflecting employee's previous year-to-date upgradings.

Employees with less than a full shift entitlement, subject to operating requirements, may schedule a full shift and receive payment based on partial shift entitlement.

All subject to the established rules of the Company respecting eligibility for vacations and assignment of vacations.

#### Sickness Allowance

Employees designated as 12-hour employees may be paid up to a maximum of twelve hours (12) of sickness allowance daily. Payment is made on the basis of the employee's authorised weekly schedule. If applicable, the waiting day provisions apply on the basis of scheduled working days, irrespective of scheduled daily hours.

Sickness Allowance entitlement is accounted for on an hourly basis with one week of entitlement considered as 42 hours. For an employee with less than 15 years' service, the entitlement will be calculated as 26 weeks x 42 hours or 1092 hours of sickness allowance. Employees in their first calendar year of employment receive 50% payment during the first week of payment for each illness

up to 42 hours after which full sickness allowance payments are applicable. All in accordance with the rules of the Sickness Allowance Plan governing frequencies and waiting days.

**Personal Absence Time (P.A.T.)**

Eligible employees on 12-hour schedules will be entitled to 8 hours P.A.T. in a calendar year.

**Other Benefit & Payment Practices**

Where not specifically amended, all entitlements and payment practices remain the same for employees on 12-hour schedules as they do for those covered by the applicable sections of the Collective Bargaining Agreement.

**SCHEDULE "F"**

May 15, 1998

**LETTER OF UNDERSTANDING**

This is to confirm the understanding reached between the Company and the Association during negotiations for the Collective Bargaining Agreement made as of November 13, 1997.

1. The Company will continue its practice of providing a \$0.25 per hour adder for tradespersons who have been certified as multi-skilled.
2. The Company will provide information on prerequisites for jobs where required. The Association shall be consulted prior to any change of prerequisites.
3. The Company is committed to maintaining competitive benefits. All benefits are under review with the goal to improve employee satisfaction while remaining competitive.

The Company will continue to seek and encourage input of the Association on changes to benefits impacting hourly employees. The Company Will not discontinue

**SCHEDULE "F" (Cont'd)**

Letter of Understanding - 3  
May 15, 1998

or reduce any of the following benefit plans without mutual agreement of the parties:

- Dental Plan
  - Supplementary Health Care Plan including semi-private coverage
  - Sickness, KID, LTD Plans
  - Attendance Bonus Program
  - Life Insurance
4. The Company will continue to pay the Association Trustee Board members on approved Association Leaves of Absences at a rate reflecting the employee's previous YTD upgradings. The Association will reimburse the gross pay amount to the Company.
  5. Permanent employees on temporary transfer, in other than their own department, shall be considered as titleholders for the purposes of overtime allocation.
  6. The Company agrees to post a minimum of twenty (20) jobs. These postings shall be Bracket 8, 9 and 10 with the Bracket 10 jobs being posted first, Bracket 9 jobs second, and Bracket 8 jobs last amongst the jobs currently

**SCHEDULE "F" Cont'd**

Letter of Understanding - 3  
May 15, 1998

being filled by employees on temporary transfer.

7. The Company shall ensure that all employee evaluations will be fairly and consistently applied, Bargaining Unit members shall not be used to evaluate other Bargaining Unit members. For the purpose of clarity, it is understood that input may be received from any source.

Yours very truly,

B. J. Heighway  
Manager  
Human Resources, Manufacturing







NOTES