

THIS AGREEMENT made as of the 18th day of December, 2002.

B E T W E E N:

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 supervisor, persons above the rank of supervisor, 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 Ontario Labour Relations Board's certificate dated the 3rd of March 1978 defines the word "employee" or "employees" for the bargaining unit. However for the purposes of this agreement the following definitions apply:

"Regular employee" means a person who has successfully completed their probationary period and have been confirmed in their position by the Company.

"Temporary employee" means persons hired for periods not in excess of six (6) months in any calendar year (or 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. Temporary employees may be dismissed by the Company for any reason satisfactory to the Company and it is further understood that the dismissal or other disciplining of a temporary employee is not capable of being defined as a difference between the temporary employee and the Company or between the parties. Accordingly, the dismissal or disciplining of a temporary employee is not capable of being grieved nor arbitrated. Should a temporary employee be subsequently offered employment filling a permanent vacancy, the period worked as a temporary employee shall not be counted in determining whether the employee has completed his or her probationary period.

"Probationary employee" means persons newly hired for a permanent vacancy who have not yet completed twenty weeks of work since the date of their last hiring. Probationary employees may be dismissed by the Company for any reason satisfactory to the Company and it is further understood that the dismissal or other disciplining of a probationary employee is not capable of being defined as a difference between the probationary employee and the Company or between the parties. Accordingly, the dismissal or disciplining of a probationary employee is not capable of being grieved nor arbitrated.

In the balance of the collective agreement, where the word "employee" is used without modification by any of the terms "regular", "temporary" or "probationary", the word shall be read as being modified by such word or words as indicated in the schedule attached hereto as "Schedule H".

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 organization, 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" whenever used in this agreement to denote a period of time shall mean the hours between 12:01 a.m. of the day and 11:59 p.m. of the day:

<i>Holiday / Year</i>	<i>2002</i>	<i>2003</i>
New Year's Day		Wed. Jan 1
Good Friday		Fri. April 18
Victoria Day		Mon. May 19
Canada Day		Tues. July 1
Civic Day		Mon. Aug 4
Labour Day		Mon. Sept 1
Thanksgiving		Mon. Oct. 13
Christmas	Wed. Dec 25	Thurs. Dec. 25
Boxing Day	Thurs. Dec. 26	Fri. Dec. 26
Floater 1	Fri. Dec 27	Mon. Dec. 29
Floater 2	Mon. Dec. 30	Tues Dec. 30
Floater 3	Tues. Dec. 31	Wed. Dec. 31

<i>Holiday / Year</i>	<i>2004</i>	<i>2005</i>
New Year's Day	Thurs. Jan 1	Fri. Dec 31/04
Floater 1	Fri. Jan 2	--
Good Friday	Fri. April 9	Fri. March 25
Victoria Day	Mon. May 24	Mon. May 23
Canada Day	Thurs. July 1	Fri. July 1
Civic Day	Mon. Aug 2	Mon. Aug 1
Labour Day	Mon. Sept. 6	Mon. Sept 5
Thanksgiving	Mon. Oct. 11	Mon. Oct. 10
Christmas	Mon. Dec 27	
Boxing Day	Tues. Dec. 28	
Floater 2	Wed. Dec. 29	
Floater 3	Thurs Dec. 30	

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, (reasonable promptness shall be understood to not be in excess of thirty (30) calendar days) may make representations orally or in writing to the Operations Manager, and if within one (1) day (or such further time as may be agreed upon between the employee and the Operations Manager) from the time when such representations were presented to such Operations Manager 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, Global Manufacturing and Logistics by setting them out in writing, signing them and delivering them to the Manager, Human Resources, Global Manufacturing and Logistics, who shall transmit them to the Director, Human Resources, Global Manufacturing and Logistics for consideration. The Association and the employee presenting such representations will be notified of the time and place at which the Director, Human Resources, Global Manufacturing and Logistics 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, Global Manufacturing and Logistics, 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, Global Manufacturing and Logistics may be accompanied at such meeting by such Management Representatives and/or advisers as may be desired. The decision of the Director, Human Resources, Global Manufacturing and Logistics 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 Operations Manager 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, Global Manufacturing and Logistics 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 an Operations Manager, Department Head or the Manager, Human Resources, Global Manufacturing and Logistics 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 regular 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 Director, Human Resources, Global Manufacturing & Logistics) within five (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 Director, Human Resources, Global Manufacturing & Logistics) 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 Chief Steward or another Association officer at the meeting shall accompany the employee 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, including brief description of the reason for 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 regular employee.

Any disciplinary action taken by the Company shall take place with reasonable promptness, which shall be understood to not be in excess of thirty (30) calendar days.

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 regular employees with respect to their job performance and that the objective of such interviews is corrective in nature, rather than punitive. Regular employees are able to take their own notes during these interviews. Should it become necessary to officially warn a regular 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 a regular 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 a regular 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 purposes 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 or other 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.

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 job vacancy in any department, other than:

- a) promotions to supervisory positions;
- b) promotions to confidential positions; or
- c) vacancies considered by the Company to be temporary only;

then notice of such vacancy shall be posted within a reasonable time after the vacancy occurs, for four (4) working days, in accordance with the provisions in Article 11.08.

Any regular employee who has successfully completed twenty-six (26) weeks of actual work on their current job, including temporary transfers within the department, may apply in writing for such posting within the said four (4) working days, in accordance with the provisions in Article 11.08, and provided that the employee has not been the successful applicant on a job posting within the immediately preceding six (6) month period. The foregoing restriction on job applicants shall not apply to regular employees whose department is being reduced pursuant to Paragraph 11.13(a) for the period from the date of announcement of departmental reduction to the later of the effective date of the departmental reduction or the date three (3) months after the date of announcement of departmental reduction. The Company and the Association together, subject to operating efficiency, may waive the requirement of twenty-six (26) weeks of actual work on the job. The Company will post job vacancies twice per year (March and September). The Company and the Association together, subject to operating efficiency, may agree to additional postings outside of the twice-annual time table.

11.08 Vacancies that are Bracket 13 or lower, are posted for four (4) working days on the bulletin boards in the department where such vacancy has occurred and all other bulletin boards plant wide. Any employee, who has successfully completed twenty-six (26) weeks of actual work on their current job, may apply in writing for such posting within the said four (4) days, provided that the employee has not been the successful applicant on a job posting within the immediately preceding six (6) month period. The Company will post job vacancies twice per year (March and September). The Company and the Association together, subject to operating efficiency, may agree to additional postings outside of the twice-annual time table.

Vacancies that are Bracket 14 or higher are posted for four (4) working days only on the bulletin

boards in the department where such vacancy has occurred. Any employee, who has successfully completed twenty-six (26) weeks of actual work on their current job, in the department in which such vacancy has occurred, may apply in writing for such posting within the said four (4) days, provided that the employee has not been the successful candidate on a job posting within the immediately preceding six (6) month period. If the vacancy is not filled with an applicant from the department where such vacancy has occurred, or no applicant in such department has the ability, physical fitness to do the job and the prerequisite qualifications as noted in Schedule G, the vacancy will then be posted for four (4) working days on all bulletin boards plant wide. Any employee in the plant who has successfully completed twenty-six (26) weeks of actual work on their current job may apply for such posting within the said four (4) working days provided that the employee has not been the successful candidate on a job posting within the immediately preceding six (6) month period.

The Company and the Association together, subject to operating efficiency, may waive the requirement of twenty-six (26) weeks of actual work on the job.

11.09 Where one or more eligible applicants (as described in 11.07 and 11.08) for a posted vacancy have the prerequisite qualifications as set out in Schedule G and have the required ability and physical fitness to do the job, the posting will be awarded to the most senior such applicant.

Except as may be otherwise agreed and set out in Schedule "G" Job Prerequisites, vacancies at Bracket 13 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

(a) Should an employee be awarded a posting inside the employee's department, the employee may, prior to the expiration of ten (10) weeks of actual work on such job, advise the Company that the employee wishes to be removed from such job, the employee may be

removed from such job.

(b) Should an employee be awarded a posting outside the employee's department, the employee may, prior to the expiration of ten (10) weeks of actual work on such job, advise the Company that the employee wishes to be removed from such job, the employee may be removed from such job.

(c) 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, and should the Company at any time decide that the employee is unsatisfactory for such job, the employee may be removed from such job. An explanation for such removal will be given to such employee by the employee's Department Head.

(d) Any employee removed pursuant to (a) or (b) or (c) above, will 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 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 a) i. "Departmental reduction" means a reduction by the Company in the number of regular employees employed in a department necessitating the transferring of certain employees

other than:

- 1) reductions which meet the definition of layoff under article 11.14;
- 2) achieved by attrition or voluntary separations;
- 3) disciplinary discharges or deemed terminations;
- 4) reductions of a duration of one (1) week or less, not to exceed in total fifteen (15) working days in any calendar year; or
- 5) reductions occasioned by the closing down of a department or part of a department for vacation purposes.

ii. In the case of a departmental reduction, the least senior job title holder(s) in the classification(s) in which the reduction(s) are made is/are the "reduced employee(s)". The most senior of the reduced employees shall displace a less senior job title holder(s) of his/her choosing in another job title at their bracket or in a lower bracket provided that the reduced employee is senior to such employee and has the necessary ability and physical fitness to do the job and the prerequisite qualifications to perform the duties of the lower bracket. Should the reduced employee not be senior to such employee or not have the necessary ability and physical fitness to do the job and the prerequisite qualifications to perform the duties of the lower bracket, he or she shall continue to bump down in the same fashion until he or she reaches a bracket where the reduced employee can displace the selected less senior incumbent as provided for above. Once the reduced employee displaces a less senior incumbent, the displaced less senior job title holder shall become a reduced employee and the foregoing process shall be repeated until all reduced employees have been placed. At the point that the reduced employee attempts to displace a less senior incumbent holding a job title at bracket 11 or lower, the reduced employee shall have the right to continue to bump down within their own department or to bump the least senior job title holder in the bargaining unit at bracket 11, or such lower bracket as the reduced employee may have reached in bumping within his or her own department, provided that the reduced employee is senior to such employee and has the necessary physical fitness to perform the duties of the job title.

iii. In the event that the Company posts external job postings in a department that has had a departmental reduction and such posting is announced within fifty-two (52) weeks after the date of the announcement of the departmental reduction, any employee who was reduced out of the department through the departmental reduction process and who submits an application for such posted position shall have his or her application considered prior to any other employee whether internal or external to the department. This paragraph shall also apply to any regular employee who posts out of a department which is subject to a departmental reduction after the date that the reduction is announced but prior to the effective date of the reduction.

iv. Where a regular employee's rate bracket is reduced as a result of a departmental reduction 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 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. It is further understood that this rate protection shall apply where a regular employee posts to a lower bracketed job in another department in the period from the date of announcement of a departmental reduction until the effective date of the departmental reduction.

- (b) i. "Departmental reorganization" means a reduction by the Company in the number of regular employees in a bracket where there is no reduction in the number of regular employees in the department but does not include:
- 1) reductions which meet the definition of layoff under article 11.14;
 - 2) reductions which meet the definition of departmental reduction under article 11.13 (a);
 - 3) reductions achieved by attrition or voluntary separations;
 - 4) reductions due to disciplinary discharges or deemed terminations;
 - 5) reductions of a duration of one (1) week or less, not to exceed in total fifteen

(15) working days in any calendar year; or

6) reductions occasioned by the closing down of a department or part of a department for vacation purposes.

ii. In the case of a departmental reorganization, the least senior job title holder(s) in the classification(s) in which the reorganizations are made is/are the "reorganized employee(s)". The most senior of the reorganized employees shall displace a less senior job title holder(s) of his/her choosing in another job title at their bracket or in a lower bracket provided that the reorganized employee is senior to such employee and has the necessary ability and physical fitness to do the job and the prerequisite qualifications to perform the duties of the lower bracket. Should the reorganized employee not be senior to such employee or not have the necessary ability and physical fitness to do the job and the prerequisite qualifications to perform the duties of the lower bracket, he or she shall continue to bump down in the same fashion until he or she reaches a bracket where the reorganized employee can displace the selected less senior incumbent as provided for above. Once the reorganized employee displaces a less senior incumbent, the displaced less senior job title holder shall become a reorganized employee and the foregoing process shall be repeated until all reorganized employees have been placed.

iii. Where a regular employee's rate bracket is reduced as a result of a departmental reorganization 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 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.

(c) In the case of a departmental reduction or a departmental reorganization, the following shall apply:

i. The Company agrees to meet with representatives of the Association prior to

the announcement of any departmental closure, departmental reduction or departmental reorganization in order to review the facts and circumstances surrounding the closure, reduction or reorganization and to secure input from the Association respecting the implementation thereof.

- ii. In no case may an employee bump up.
- iii. It is understood that the Company will agree to train an employee across and down within a department, providing the employee has the ability and physical fitness to do the job and meets the prerequisite qualifications that apply in a department reduction or reorganization according to Schedule "G" Job Prerequisite Qualifications.

11.14 Lay off shall mean an overall reduction by the Company of the number of active regular employees employed by the Company, except:

- (a) reductions achieved by attrition or voluntary separations;
- (b) disciplinary discharges or deemed terminations;
- (c) reductions of a duration of one (1) week or less, not to exceed in total fifteen (15) working days in any calendar year; or
- (d) reductions occasioned by the closing down of a department for vacation purposes.

Where the Company determines that it shall conduct a lay off, 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 laid off as defined above, shall have the right to bump, across and down, the most junior employee holding a Bracket 11 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, Global Manufacturing and Logistics 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 that the Company may designate up to fifteen (15) regular employees within the Company, but not more than five (5) regular employees within any one department, at any one time to additional duties assignments or special duties assignments (AD/SD assignments). An additional duties assignment is a temporary promotion to backfill for an absent member of supervision. A special duties assignment is an assignment to perform staff non-supervisory duties or to train for a position outside of the bargaining unit. The Company shall have sole discretion in selecting employees for AD/SD assignments and in assigning their duties and directing their activities. An employee selected for an AD/SD assignment may not be required to accept such assignment without their consent. An AD/SD assignment shall not be for a period longer than twelve (12) continuous months without the written agreement of the Association. The employee(s) on an AD/SD assignment shall be deemed to be on a temporary transfer and upon the completion of an AD/SD assignment, the AD/SD employee shall be returned to the position that he or she last held, or to which he or she was the successful applicant under the job posting provision during the term of their AD/SD assignment, and any movement of employees to facilitate the AD/SD assignment 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. It is understood that this provision shall not apply in any case of transfer under Article 11.11.

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, hours 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:

- (a) recalled after having left Company premises following the employee's last scheduled work period, or
- (b) 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) after having worked a further period of at least two full hours. The maximum meal allowance paid for any period of work before and/or after a regularly scheduled shift will be Ten Dollars (\$10.00). 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 except where to do otherwise would cause a violation of the *Employment Standards Act, 2000*.

12.13 Overtime will be offered on a voluntary basis, however, employees are expected to cooperate 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 the work on a voluntary basis, the Association agrees that the Company shall have the right to assign employees to overtime work provided that no employee shall be assigned to more than 100 hours of overtime, in excess of 48 hours in a week or 8 hours in a day, in any calendar year. Where the Company so assigns overtime work to an employee or employees, the employee(s) shall perform the overtime work. No employee shall be permitted to work more than sixty (60) hours in the work week.

12.14 The Company shall make every reasonable effort to allocate overtime on an equitable basis with any advantage going to the senior employee, all in accordance with the established guidelines (see Schedule F).

12.15 It is understood that the Company, with the agreement of the Association, has established certain regular shift schedules which include regular shifts of up to twelve hours duration. It is further understood that the Company may, with the agreement of the Association, establish other regular shift schedules which include regular shifts greater than eight hours in duration but not greater than twelve hours in duration. It is agreed that where the Company requires employees to work regular shift schedules including shifts of up to twelve hours in duration, the employees assigned to the shift schedule shall work the shifts as their regular, non-overtime schedule.

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 2003 to October 2004 inclusive increase by a monthly average for that period of more than 3.0%, the Association will have the right, notwithstanding Paragraph 13.06, to open wage negotiations for the third 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 Where a regular employee is moved to a lower bracketed job title pursuant to article 19.05, 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.

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>
1 st to 2 nd inclusive	2 weeks
3 rd to 9 th inclusive	3 weeks
10 th to 17 th inclusive	4 weeks
18 th to 27 th inclusive	5 weeks
28 th and thereafter	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:

(a) 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

(b) 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 Supervisor or Operations Manager; and
- (b) the Operations Manager 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.

15.11 The Company and Association recognize the importance of ensuring the health and safety of all employees. To that end, the Company will designate, with the consent of the employee, three (3) Safety Co-ordinators to support the manufacturing departments. The employees filling these positions shall be regular employees and shall have a minimum of Joint Health and Safety Committee Level 1 Basic Certification and enrolled in Level 2 Hazard Specific training. Employees shall hold this position for a minimum of one (1) year and a maximum of two (2) years. The employees will be placed on a straight day shift and will be deemed to be on temporary transfer and paid their straight time rate for the position held prior to the transfer plus an adder of \$2.00 per hour. The Company, in consultation with the Association, will identify the roles and responsibilities of the Safety Co-ordinator which shall include the obligation to participate in all accident investigations involving bargaining unit personnel within the department.

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 Operations Manager, if any, or if there be no Operations Manager 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:
 - i. Name and address labels for all new and rehired employees; updates of address changes received by the Company.
 - ii. Employee's terminations.
 - iii. Copy of job posting showing the successful applicant.
- (b) Monthly:
 - i. Revised copy of recall list.
 - ii. 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 spouse or same sex partner, 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 One Hundred Dollars (\$100) per year to regular employees on job titles that are eligible for a Tool Allowance as indicated in

Schedule "D". In order to qualify for this allowance, the regular employee must have six (6) months 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 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.

19.06 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.

19.07 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".

19.08 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.

19.09 Notification of Return to Work - It shall be the responsibility of an employee who has been absent from work to keep the Operations Manager 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 December 18, 2002, shall terminate midnight, November 6, 2005.

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, February 7, 2003.

Negotiated on behalf of the
Employees' Association of
Kodak Canada by -

KODAK CANADA INC.

"J. Compton"

"N. Naumoff"
President and Site Manager

"R. Stewart"

"W. M. Boyd"
Director, Human Resources
Global Manufacturing & Logistics

"Joan Crane"

"Rio Marchese"

"Derek Buttivant"

"G. Yeoman"

“G. Esposito”

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 Global Manufacturing and Logistics 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

Equipment Services
Imagelink Media Finishing
Labour Pool Services
Maintenance
Paper Finishing
PET Polymers
Plastics Department
Product Handling
Production Control & Logistics
SWRM
Utilities

SCHEDULE "C"

TABLE "A"

**KODAK CANADA INC.
GENERAL FACTORY**

HOURLY JOB RATE SCHEDULE (Effective Midnight)

RATE BRACKET	SUN. NOV.3 2002	SUN. NOV.2 2003	SUN. NOV.7 2004
7	\$19.57	\$20.16	\$20.66
8	\$19.93	\$20.53	\$21.04
9	\$20.34	\$20.95	\$21.47
10	\$20.74	\$21.36	\$21.89
11	\$21.29	\$21.93	\$22.48
12	\$21.97	\$22.63	\$23.20
13	\$22.77	\$23.45	\$24.04
14	\$23.65	\$24.36	\$24.97
15	\$24.76	\$25.50	\$26.14
16	\$25.80	\$26.57	\$27.23
17	\$26.97	\$27.78	\$28.47
18	\$28.13	\$28.97	\$29.69
19	\$29.39	\$30.27	\$31.03
20	\$30.68	\$31.60	\$32.39

SCHEDULE "C"

TABLE "B"

**KODAK CANADA INC.
GENERAL FACTORY**

HOURLY PROBATIONARY RATE SCHEDULE (Effective Midnight)

RATE BRACKET	SUN. NOV.3 2002	SUN. NOV.2 2003	SUN. NOV.7 2004
7	\$16.47	\$16.96	\$17.38
8	\$16.80	\$17.30	\$17.73
9	\$17.12	\$17.63	\$18.07
10	\$17.48	\$18.00	\$18.45
11	\$17.95	\$18.49	\$18.95
12	\$18.52	\$19.08	\$19.56
13	\$19.19	\$19.77	\$20.26
14	\$19.94	\$20.54	\$21.05
15	\$20.86	\$21.49	\$22.03
16	\$21.75	\$22.40	\$22.96
17	\$22.73	\$23.41	\$24.00
18	\$23.72	\$24.43	\$25.04
19	\$24.80	\$25.54	\$26.18
20	\$25.90	\$26.68	\$27.35

SCHEDULE "C"

TABLE "C"

**KODAK CANADA INC.
GENERAL FACTORY**

HOURLY TEMPORARY RATE SCHEDULE (Effective Midnight)

RATE BRACKET	SUN. NOV.3 2002	SUN. NOV.2 2003	SUN. NOV.7 2004
7	\$16.47	\$16.96	\$17.38
8	\$16.80	\$17.30	\$17.73
9	\$17.12	\$17.63	\$18.07
10	\$17.48	\$18.00	\$18.45
11	\$17.95	\$18.49	\$18.95
12	\$18.52	\$19.08	\$19.56
13	\$19.19	\$19.77	\$20.26
14	\$19.94	\$20.54	\$21.05
15	\$20.86	\$21.49	\$22.03
16	\$21.75	\$22.40	\$22.96
17	\$22.73	\$23.41	\$24.00
18	\$23.72	\$24.43	\$25.04
19	\$24.80	\$25.54	\$26.18
20	\$25.90	\$26.68	\$27.35

SCHEDULE "C"

TABLE "D"

**KODAK CANADA INC.
GENERAL FACTORY**

HOURLY JOB RATE SCHEDULE (Effective Midnight)

Apprentices

	SUN. NOV.3 2002	SUN. NOV.2 2003	SUN. NOV.7 2004
First Year	\$19.77	\$20.36	\$20.87
Second Year	\$20.15	\$20.75	\$21.27
Third Year	\$20.84	\$21.47	\$22.01
Fourth Year	\$22.15	\$22.81	\$23.38

Utilities Trainees

Level 1	\$20.60	\$21.22	\$21.75
Level 2	\$21.89	\$22.55	\$23.11
Level 3	\$23.69	\$24.40	\$25.01
Level 4	\$25.75	\$26.52	\$27.18

SCHEDULE "D"

JOB TITLES

Organized By:

Descending rate bracket

Alphabetical order of departments with rate bracket

Alphabetical order of job titles within department

(* Denotes Job Titles eligible for Tool Allowance)

RATE BRACKET 20

Maintenance

* Control Systems Technician

* Team Leader

RATE BRACKET 19

Maintenance

* Mold Specialist

RATE BRACKET 18

Maintenance

* Electronics Technician 18

* Precision Grinding Specialist

* Process Maintenance Specialist - Electrical

* Process Maintenance Specialist - Mechanical

SWRM

Coat Team Leader

Emulsion Team Leader

Melt Team Leader

RATE BRACKET 18 (cont'd)

Utilities

Operator 18

RATE BRACKET 17

Maintenance

- * Automatic Equipment Mechanic 17
- * Carpenter 17
- * Electrician 17
- * Electronics Technician 17
- * Instrument Technician 17
- * Maintenance Machinist 17
- * Millwright 17
- * Plumber 17
- * Refrigeration & Air Conditioning Mechanic 17
- * Sheet Metal Worker 17
- * Steamfitter 17
- * Welder 17

SWRM

Emulsion Process Operator

RATE BRACKET 16

Equipment Services

Sr. Equipment Services Operator

Maintenance

- * Carpenter 16
- * Electrician 16
- * Electronics Mechanic 16
- * Millwright 16
- * Plumber 16
- * Refrigerator & Air Conditioning Mechanic 16

- * Sheet Metal Worker 16
- * Steamfitter 16
- * Welder 16

RATE BRACKET 16 (cont'd)

PET Polymers

Team Leader

Plastics Department

Mold Setup Operator

SWRM

Calibration & Control Operator
Chem Prep Team Operator
Coating Team Operator
Drawdown Control Operator – Bldg. 13
Lab Team Operator
Melt Team Operator
Team Leader – Conveyance
Testing Team Leader

RATE BRACKET 15

Equipment Services

Equipment Services Operator 15

Imagelink Media Finishing

Team Leader

Maintenance

- * Carpenter 15
- * Electrician 15
- * Electronics Mechanic 15
- * Steamfitter 15

Paper Finishing

Team Leader – Sheets
Team Leader – VWSS/KAMPF

Plastics Department

Team Leader
RATE BRACKET 15 (cont'd)

Product Handling

Inventory Control Specialist
Team Leader

Production Control & Logistics

Team Leader

SWRM

Sample Coater Operator

RATE BRACKET 14

Maintenance

Process Lighting Specialist

Production Control & Logistics

Senior Receiver/Shipper

RATE BRACKET 13

Equipment Services

Equipment Services Operator 13

Imagelink Media Finishing

Imagelink Flowline Machine Operator 1

Paper Finishing

Machine Operator – KPRO
Machine Operator – Sheets
Machine Operator – VWSS/KAMPF
Sheets Flowline Opr 1

RATE BRACKET 13 (cont'd)

PET Polymers

PET Operator

Plastics Department

Quality Control Operator

Product Handling

Sr. Warehouse Operator

Production Control & Logistics

Receiver/Shipper

SWRM

Chemical Mixer
Conveyance Team Operator
Test Team Sensi Opr

RATE BRACKET 12

Imagelink Media Finishing

Imagelink Flowline Machine Opr 2

Paper Finishing

Sheets Flowline Opr 2

Plastics Department

Material Reclamation & Control Operator

RATE BRACKET 12 (cont'd)

Production Control & Logistics

Material Flow Driver

SWRM

Silver Sludge Recovery Operator

Test Team Operator

RATE BRACKET 11

Equipment Services

Equipment Service Operator

Paper Finishing

Assistant Machine Operator – KPRO

Assistant Machine Opr – Sheets

Assistant Machine Operator – VWSS/KAMPF

Operator – Spooling Machines

Processor/Examiner

Supplies/Dispatcher

Product Handling

Stockkeeper

Warehouse Operator

Production Control & Logistics

Stockkeeper

RATE BRACKET 10

Equipment Services

Packer & Shipper

Paper Finishing

Dispatcher – Finished Goods

Plastics Department

Material Reclamation Operator

Production Control & Logistics

Truck Driver

RATE BRACKET 9

Imagelink Media Finishing

Flowline Operator 2

Paper Finishing

Utility Operator

PET Polymers

PET Utility Operator

Plastics Department

Molding Machine Attendant

Production Control & Logistics

Material Flow Handler

Material Flow Services Rework Operator

RATE BRACKET 9 (cont'd)

SWRM

Production Service Operator

RATE BRACKET 8

Equipment Service

Handler & Sorter

Imagelink Media Finishing

Flowline Operator 3

Labour Pool Services

Clothing Service Opr

SWRM

Handler & Washer

RATE BRACKET 7

Labour Pool Services

Miscellaneous Duties Opr

Sewing Mach Opr

Production Control & Logistics

Miscellaneous Duties Opr

SWRM

Utility 7

RATE BRACKET 7 (cont'd)

Various Departments

Building Service Operator
Miscellaneous Duties Operator

RATE BRACKET L

Utilities

Utilities Trainee
(L1,L2,L3,L4)

APPRENTICESHIP PROGRAMS

JOB TITLES

Four Year Programs

- * 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 1/2x) 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 1/2x) the applicable straight-time rate unless another premium provision prescribes a higher rate. Hours already paid as premium hours (1 1/2x 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.

In the event that an employee is called in or scheduled for additional hours outside of the employee's normal shift rotation, such hours shall be paid at the applicable overtime rate of pay for all hours outside the employee's regularly scheduled hours of work.

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:

a) 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

b) 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:

a) 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

b) 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 authorized 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. An employee who works a compressed work schedule which averages less than 42 hours per week over a repeating cycle and who is absent due to illness, shall receive not less than 40 hours sickness allowance payment over that cycle. 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"

OVERTIME GUIDELINES

November 26, 2002

When additional labour is required, all means should be considered to upgrade within a department or utilize other available trained employees before considering overtime. Overtime, when required, will be administered and approved by Supervision or designate.

GUIDELINES:

- A. Offer overtime to trained regular and probationary titleholders assigned to that job as per the current week's posted schedule for that job.
- B. Offer overtime to trained regular and probationary titleholders not assigned to that job as per the current week's posted schedule for that job.
- C. Offer overtime to equally bracketed trained regular and probationary employees.
- D. Offer overtime to lower bracketed trained regular and probationary employees in descending bracket sequence.
- E. Offer overtime to trained temporary employees.
- F. Offer overtime to higher bracketed trained regular employees, generally in ascending bracket sequence.
- G. Offer overtime, not above Bracket 11, to trained students.

NOTE: Permanent employees on temporary transfer, in other than their own department, shall be considered as titleholders for the purpose of overtime allocation.

RECORDS:

Records will be kept by the Department and will be available for review.

The Company agrees to review these guidelines no later than one (1) year from date of ratification of the CBA.

SCHEDULE "G"

JOB PREREQUISITE QUALIFICATION

Job Pre-Requisites Qualifications

12/13/2002

* "Experience" means experience on the job within the last 3 years.

Department	Bracket	Title	Pre-Requisite Qualification	Applies in Dept. Red.
SWRM	18	Coating Specialist	Minimum of 1 year on the job experience in Coating Workcenter	
	18	Melting Specialist	Minimum of 1 year on the job experience in Melting Workcenter	
	17	Emulsion Process Operator	Grade 12 Math or equivalent and minimum of 1 year on the job experience in SWRM department	
	16	Senior Test Team Operator	Minimum of 1 year on the job experience in Testing Workcenter	
	16	Melt Team Operator	Minimum of 1 year on the job experience in SWRM department	
	16	Lab Team Operator	Minimum of 6 months on the job experience in SWRM department	
	16	Drawdown Control Operator	Minimum of 6 months on the job experience in SWRM department	
	16	Coating Team Operator	Minimum of 1 year on the job experience in Conveyance Workcenter	
	16	Chem Prep Team Operator	Grade 12 Chemistry and Math or equivalent and minimum of 6 months on the job experience in SWRM department	

	16	Calibration & Control Operator	Certification as Calibration & Control Operator and minimum of 6 months on the job experience in Testing Workcenter.
	15	Sample Coater Operator	Grade 12 Math or equivalent and minimum of 6 months on the job experience in SWRM department

Paper Finishing	13	Machine Operator - VWSS/KAMPF	Minimum of 6 months on the job experience as Assistant Machine Operator - VWSS/KAMPF bracket 11
	11	Process Examiner Paper	Minimum of 6 months on the job experience in Paper Finishing

Imagelink Media Flow	12	Quality Reco (New)	Minimum of 6 months on the job experience in Imagelink Media Finishing
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Plastics	16	Mold Setup Operator	Minimum of 6 months on the job experience in Plastics excluding "Material Reclamation & Control Operator"
	TBD	Setup Operator (Old PCO)	Minimum of 6 months on the job experience in Plastics excluding "Material Reclamation & Control Operator"
	13	Quality Control Operator (QCO)	Minimum of 6 months on the job experience in Plastics excluding "Material Reclamation & Control Operator"

Production Control & Logistics	14	Senior Receiver/Shipper	Minimum of 6 months on the job experience as Receiver/Shipper or Stock Keeper
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	13	Receiver/Shipper	Minimum of 6 months on the job experience as Stock Keeper	
	12	Material Flow Driver	Requires an AZ License	Yes
	10	Truck Driver	Requires a DZ License	Yes
Product Handling	15	Inventory Control Specialist	Grade 12 Math or equivalent and minimum of 6 months on the job experience as Senior Warehouse Operator	
	13	Senior Warehouse Operator	Minimum of 6 months on the job experience as Warehouse Operator	
Maintenance	20	Control Systems Technician	Minimum 3 years on the job experience as an Electrician 18, Electronic Technician 18 or Instrument Technician 18 plus have O.A.C.E.T.T. recognized KCI specified courses.	Yes
	19	Mold Specialist	Requires an Ontario Certificate of Qualification - Tool and Die Maker and 2 years Injection Molding experience	Yes
	18	Process Maintenance Specialist - Electrical	Requires an Ontario Certificate of Qualification as an Electrician plus approved courses in Hydraulics & Pneumatics, Power transmission and PLC's or Electronics/Instrument Technician or Technologist - Requires a Diploma as an Electronics Technician or Technologist plus approved courses in Hydraulics & Pneumatics, Power transmission, Electricity for Millwrights and PLC's.	Yes

18	Process Maintenance Specialist - Mechanical	Requires an Ontario Certificate of Qualification as a Maintenance Machinist or Automatic Equipment (AEM) plus approved courses in Hydraulics & Pneumatics, Electricity for Millwrights and PLC's.	Yes
18	Process Grinding Specialist	Requires an Ontario Certificate of Qualification as a Tool and Die Maker	Yes
17	Electronics Technician	Requires an Ontario Certificate of Qualification - Electronics Technician or a graduate Electronics Technologist with 3 years of working in the trade or an O.A.C.E.T.T. accredited Electronics Technician with 7 years industrial experience outside the company.	Yes
17	Automatic Equipment Mechanic	Requires an Ontario Certificate of Qualification - Automatic Equipment Mechanic	Yes
17	Electrician	Requires an Ontario Certificate of Qualification - Electrician	Yes
17	Sheet Metal Worker	Requires an Ontario Certificate of Qualification - Sheet Metal	Yes
17	Plumber	Requires an Ontario Certificate of Qualification - Plumber	Yes
17	Carpenter	Requires an Ontario Certificate of Qualification - Carpenter	Yes
17	Steamfitter	Requires an Ontario Certificate of Qualification - Steam Fitter	Yes
17	Instrument Technician	Requires an Ontario Certificate of Qualification - Instrument Technician or a graduate Instrument Technologist with 3 years of working in the trade or an O.A.C.E.T.T. accredited Instrument Technician with 7 years industrial experience outside the company.	Yes

Utilities	18	Utilities Operator	2nd Class Stationary Engineer	
Equipment Services	15	Equipment Services Operator	8 College credits in Electronic subjects plus 12 months on the job experience as Equipment Services Operator Bracket 11/13	
	13	Equipment Services Operator	4 College credits in Electronic subjects plus 6 months on the job experience as Equipment Services Operator Bracket 11	
	11	Equipment Services Operator	Grade 12 Electronics or equivalent	

SCHEDULE "H"

EMPLOYEE DEFINITION MATRIX

SCHEDULE H

09-Jan-03

Employee Definition Matrix

Article	Description	Regular	Probationary	Temporary
1.00	Scope	X	X	X
2.01	Definitions	X	X	X
2.02	Straight Time Rate	X	X	X
2.03	Trick Employees	X	X	X
2.04	Shift Employees	X	X	X
3.01	No Discrimination - Association Membership	X	X	X
3.02	No Discrimination - Human Rights, Union Membership	X	X	X
3.03	No Solicitation of Membership	X	X	X
4.00	Management	X	X	X
5.01	Check -off Dues	X	X	X
5.02	Dues Reduction Record	X	X	X
5.03	Association Indemnification			
6.01	Observed Holidays	X	X	X
6.02	Holiday Period	X	X	X
6.03	Observed Holiday Lieu Day	X	X	X
6.04	Observed Holiday Payment and Eligibility	X	X	X
6.05	Observed Holiday - Payment for Work During	X	X	X
6.06	Observed Holiday and Scheduled Day Off	X	X	X
7.00	No cessation of work	X	X	X
8.01	Grievance - Stage 1 to Stage 3	X	X	X
8.02	Difference between Company and Association - Policy Grievance			
8.03	Referral to arbitration			
8.04	Management Substitution Stages 1-3			
8.05	Time expiration definition	X	X	X
8.06	Time Limits for Settlement of Differences	X	X	X
8.07	Time Limit Deferral	X	X	X

8.08	Foregoing will not limit Open Door Process	X	X	X
9.01	Arbitration - Board of 3	X	X	X
9.02	Arbitration - Appointment of Arbitrator	X	X	X
9.03	Arbitration - Arbitrator limits and findings	X	X	X
9.04	Arbitration - Expenses	X	X	X
10.01	Discharge and Discipline	X		
10.02	Without Just Cause Penalty	X		
10.03	Without Just Cause - Reinstatement without Penalty	X		
10.04	Counseling and Progressive Discipline	X		
11.01	Probationary Term and Seniority / Discharge without Assigned Cause		X	X
11.02	Seniority Ranking	X		
11.03	Break in Service	X		
11.04	Changes in Whole or Part of Departments - Schedule B	X		
11.05	Vacancy assignments	X		
11.06	Temporary Transfer	X		
11.07	Job Vacancy Postings	X		
11.08	Applicant consideration	X		
11.09	Job Award	X		
11.10	Company may appoint person to vacancy	X		
11.11	Promotions outside the Bargaining Unit	X		
11.12 (a)	Notice of award and successful applicant	X		
11.12 (b)	Award Incumbent reversal - 5 days and applicant list	X		
11.13	Departmental reduction	X		
11.14	Layoff	X		
11.15	Recall - time period	X		
11.16	Recall Process	X		
11.17	Recall response or failure to respond	X		
11.18	Seniority Lists; Company and Department	X		

11.19	AD, SD Assignments	X		
11.20	Temporary Employment- Term, Classification, Layoff			X
11.21	Rehire following 11.03 Break in Service and Seniority	X		
11.22	Supervisory personnel to Bargaining Unit with Zero Seniority			
12.01	Weekly work period and Continuous work period	X	X	X
12.02	Overtime definition and payment	X	X	X
12.03	Scheduled work in excess of 8 hours and payment	X	X	X
12.04	Work in excess of 11 hours in continuous period & payment	X	X	X
12.05	Payment after midnight Friday and before midnight Saturday	X	X	X
12.06	Payment after midnight Saturday and before midnight Sunday	X	X	X
12.07	Emergency Schedule Change and payment	X	X	X
12.08	No pyramid of premiums - highest provision applies	X	X	X
12.09	Recall	X	X	X
12.10	Minimum Reporting Pay	X	X	X
12.11	Meal Allowance	X	X	X
12.12	Scheduled hours not reduced by unscheduled hours	X	X	X
12.13	Overtime, while voluntary, Company may assign	X	X	X
12.14	Overtime allocation	X	X	X
13.01	Wages (Schedule C reference only) and wage increases	X	X	X
13.02	Company may pay above	X	X	X
13.03	Night Work Allowance	X	X	X
13.04	Payment for Temporary Transfer	X	X	X
13.05	Probationary Rates - STR and Upgrade	X	X	X
13.06	Rate frozen unless duties change and reclassified	X	X	X
13.07	Wage rate protection - Departmental Reduction	X		

14.01	Vacation entitlement	X	X	
14.02	Vacation Pay Calculation	X	X	
15.01	JHSC	X	X	X
15.02	Labour Safety Inspection - JHSC participation	X	X	X
15.03	JHSC Inspections	X	X	X
15.04	JHSC Association Representative Payment	X	X	X
15.05	Work Refusal	X	X	X
15.06	Safety Shoes	X	X	X
15.07	Safety Eyewear provided	X	X	X
15.08	Other PPE	X	X	X
15.09	Training and safe operating procedures provided	X	X	X
15.10	Pregnant employee reassignment	X	X	X
15.11	Safety Coordinators	X		
16.01	Postings- Association Stewards, Grievance, etc.	X	X	X
17.01	Association Grievance Board and Association Steward - limit of 50	X	X	
17.02	Article 17.01 at Association discretion within limit	X	X	X
17.03	Assoc. Grievance Board and Stewards - Time off	X		
17.04	Payment for 17.03 absence and rights for Company to Discontinue	X		
17.05	Negotiating Team Payment	X		
17.06	Association LA Request	X		
18.01	Information to the Association	X	X	X
19.01	Bereavement Leave and Pay	X	X	X
19.02	Jury Leave and Pay	X	X	X
19.03	Tool Allowance	X		
19.04	Contracting Out	X		
19.05	Incapacitated Employee	X		
19.06	Apprenticeship Program, Wage Classification and Pay	X	X	X
19.07	CWS - governed by provisions in Schedule E	X	X	X
19.08	PAT	X		
19.09	Notification of Return to Work	X	X	X
20.00	Term	X	X	X

SCHEDULE "T"

UPGRADING GUIDELINES

November 14, 2002

All effort will be made to utilize trained available employees before considering overtime.

When additional labour with specific skills & experience is required, employees who are recognised by the department as being trained or certified should be rotated through the higher level work. This will result in a labour force that is current in all aspects of the job & can quickly & effectively respond to the specific requirement. Rotation will also result in fair sharing of upgrades amongst trained personnel. The Supervision or their designate will administer the process.

Training for upgrading is based on department operational needs for trained personnel. When additional trained employees are needed, the most senior person who meets the expectations in their current job, and whose demonstrated attendance would insure their availability, will be offered the training opportunity.

When upgrades are required, the following guidelines will be used:

- A. Offer upgrading to lower bracketed-trained regular & probationary employees in descending bracket sequence.
- B. Offer upgrading to trained regular & probationary employees that are temporary transfer from another department.
- C. Offer upgrading to trained temporary employees.
- D. Offer upgrading, not above Bracket 11, to trained students.

LETTER OF UNDERSTANDING

December 13, 2002

1. The Association understands that the Company needs to drive continuous improvements for cost, quality and delivery. Improvements to methods and processes must occur to maintain and attract business opportunities. The Association agrees that participation in improvement activities will enable continued success for Kodak Canada.
2. Six (6) months following the date of ratification, the Company will eliminate the Team Leader positions in both the Maintenance and Production areas.

Employees classified as Team Leaders in the Maintenance Department six (6) months following the date of ratification of the new Agreement, will be reduced to a Process Maintenance Specialist job (Bracket 18 + 25 cents), with either an Electrical or Mechanical designation. Modified multi-skill training will be provided to employees directly affected by the elimination of the Team Leader position in the Maintenance Department.

Employees classified as Team Leaders in the Production Departments six (6) months following the date of ratification of the new Agreement, will be reduced according to the provisions of article 11.13.

At the time of the above reduction (six (6) months following the date of ratification of the new Agreement) all employees who are reduced as a result of the elimination of the Team Leader position will have their straight-time rate, which they held immediately prior to the elimination of the Team Leader position, protected until such time as the straight time rate of their new job title exceeds their protected rate. This means that no employee's rate will be reduced as a result of the elimination of the Team Leader position.

At the time of the reduction of the Team Leader position (six (6) months following the date of ratification of the new Agreement) no employees will be reduced from their home department in which they were a member prior to the elimination of the Team Leader position.

3. The Company may designate employees to perform Maintenance Coordinator activities on a full time basis. An adder rate, determined as the differential between the Bracket 18 +25 cents hourly straight time rate and the Bracket 20 hourly straight time rate, will be applied to all straight time hours and to all other hours spent in the performance of Maintenance Coordinator duties.

Due to the rate protection provisions (refer to #2 above), the adder rate for employees designated to be Maintenance Coordinators, will begin to apply only when the employees

protected rate is less than the rate of bracket 20. This will ensure that employees designated to be Maintenance Coordinators will receive the Bracket 20 rate when performing Maintenance Coordinator functions.

4. The Company may designate select employees on assignment in the capacity of Improvement Coordinator on an 'as required' basis. An adder rate of \$2.00/hour will be applied to those designated as Improvement Coordinators for hours spent working on the improvement assignment.

Due to the rate protection provisions (refer to #2 above), the adder rate for employees designated as Improvement Coordinators will receive the straight – time rate of their permanent job title plus the \$2.00 per hour adder or their protected rate, whichever is higher. This will ensure that employees designated as Improvement Coordinators will receive no less than their straight time rate on their permanent job title plus \$2.00 per hour when assigned to this work.

5. The Company will continue its practice of providing a \$0.25 per hour adder for tradespersons who have been certified as multi-skilled.
6. The Company will continue to seek and encourage input from the Association on changes to benefits impacting hourly employees. The Company will not discontinue or reduce any of the following benefit plans without mutual agreement of both parties:
 - "Choices" Benefit Program. This does not include potential increases to premiums currently paid by employees for optional Health Care, Semi Private, Dental and Life Insurance coverage.
 - Sickness, KID, LTD Plans
 - Attendance Bonus Program
7. The Company will offer employees enrolled in Kodak Pension Equity Plan the opportunity to purchase at their own expense, post retirement benefits from our current benefits carrier.
8. 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 amount to the Company.
9. 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 purposes of clarity, it is understood that input may be received from any source.
10. The Company agrees that in the event a scheduled shift as defined in Article 12.01(a) of the

Collective Bargaining Agreement or the paragraph "Weekly schedule" in Schedule E of the Collective Bargaining Agreement is cancelled, the Company will provide payment to all employees who were not required to report to work as a direct result of this cancelled shift. This payment will be based on the total hours lost from the employee's weekly schedule at the employee's straight time rate on his/her permanent job title, or his/her temporary transfer job title if applicable.

11. Students employed during the summer vacation period will not do any jobs that are higher than Bracket 11.

"J. Compton"

For the Association

"W. M. Boyd"

For the Company

LETTER OF UNDERSTANDING

Re. FAIR EMPLOYMENT POLICY

November 7, 2002

The Company and the Employees' Association of Kodak Canada, are jointly committed to cooperating with each other to ensure that all employees can enjoy a work environment that promotes fairness and respect. To this end, the Company and the Association restate their mutual commitment to, and adoption of, the intentions, aims and procedures set out in the Fair Employment Policy of Kodak Canada Inc., dated November 29, 2000.

In respect of the Association's role to represent hourly employees, the Association will be included in the following areas;

1. In situations that involve an hourly employee, a designated Association representative will work with Human Resources in an investigation of allegations of harassment, unless otherwise requested by employee making the complaint;
2. A designated Association representative will be available for you to report comments or behaviours that are offensive to you similarly, you may report such concerns to your supervisor / manager, a higher level manager or your Human Resources manager; and
3. A designated Association representative shall be kept informed as to any progress including all facts relating to any matter involving Bargaining Unit employee(s) raised through the Fair Employment Policy.

Further, both parties wish to make known that complaints arising out of this policy do not preclude an employee from availing themselves of the services of the Human Rights Commission or from accessing the grievance procedure.

"J. Compton"

For the Association

"W. M. Boyd"

For the Company

LETTER OF UNDERSTANDING

Re. SUBSTANCE ABUSE POLICY

November 7, 2002

- The Company and the Employees' Association of Kodak Canada are jointly committed to cooperating with each other to ensure that all employees can enjoy a work environment that is drug and alcohol free.
- The use, possession or abuse of intoxicating substances at work or attending at work under the influence of such substances poses a risk to the health and safety of all employees. Therefore, a strong policy against substance abuse at Kodak Canada is an important part of ensuring a safe work environment that fosters the well being and health of all employees.
- The Association agrees to cooperate with the Company in the development of a Substance Abuse Policy that incorporates the details and processes that will be used to accomplish these objectives. It is understood that the Company retains the right to introduce such policy as it sees fit should the parties not be able to agree to a joint policy.

"J. Compton"

For the Association

"W. M. Boyd"

For the Company

LETTER OF UNDERSTANDING

Re. SUBSTANCE ABUSE POLICY

November 12, 2002

Key Points in Substance Abuse Policy – Kodak Canada Inc.

- Employees must not possess or use illicit drugs or alcohol on Company property or while engaged in Company business, or report to work under the influence of illegal drugs/alcohol or illicit substances or become under the influence while on Company property or engaged in Company business. The abuse of over-the-counter or prescribed drugs may also be a breach of this policy.
- It is the joint responsibility of the Company and the Association to deal with all cases of suspected substance abuse, and employees are encouraged to report any suspected incidents of substance abuse to supervisory staff.
- It is the joint responsibility of the Association and the Company to facilitate the objectives of the Substance Abuse Policy and to support employees who report incidents in conformance with the Policy.
- It is the responsibility of supervisory staff to identify any employee whom they have reasonable grounds to believe is under the influence of illicit drugs or alcohol and to remove that employee from their job immediately. The Association will be advised and, where possible, will be involved in any incident of this nature.
- It is the responsibility of the Company to provide access to assistance to employees where it is determined that the individual has a substance abuse problem which is, or will lead to, a medical disability.
- It is the joint responsibility of the Association and management to ensure that the employee is prevented from any conduct that might endanger himself or herself and/or may cause harm to the employee or to others.