

AGREEMENT

Between

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EDDY MATCH Company
Limited

EEDY MATCH COMPANY LIMITED
EDDY INDUSTRIAL PRODUCTS DIVISION

and



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

Effective April 1st, 1990 to March 31, 1992

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AGREEMENT

- BETWEEN-

EDDY MATCH COMPANY LIMITED

EDDY INDUSTRIAL PRODUCTS DIVISION

Hereinafter known as "The Company"

AND

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

LOCAL UNION 2000, PEMBROKE, ONTARIO

Hereinafter known as "The Union"

Effective April 1st, 1990 to March 31, 1992

ARTICLE ONE - PURPOSE OF AGREEMENT

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

1.02 DEFINITIONS

"Extenuating circumstances" • means mitigating or qualifying events.

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

"Charge Hand" • means an employee from the bargaining unit who successfully applies for such

position. His responsibilities, in addition to his normal duties, shall be the overseeing of other employees in the performance of their work, but shall not include the authority to discipline, suspend or discharge.

ARTICLE TWO - SCOPE OF AGREEMENT

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

ARTICLE THREE - RECOGNITION AND RELATIONSHIP

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

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

3.03 The Company will establish a Committee of 4 people - 2 Management and 2 Union representatives.

The Committee will meet and discuss working conditions, productivity improvements, recommendations, quality and other areas that require consultation to enhance the effective operation of the Plant.

The Committee will evaluate the progress of each apprentice and ensure that all phases of the Apprenticeship Training Program are being maintained wherever practical.

The Committee will meet at least 3 times per year, or at the request of any two if its members.

ARTICLE FOUR - UNION MEMBERSHIP

4.01 Any employee who is now a member in good standing or who becomes or is reinstated as a member of the Union shall as a condition of continued employment, maintain such membership in good standing throughout the term of this agreement.

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

4.03 The Company will remit the initiation fees and dues deducted to the Union within 10 working days of the payroll deductions. A written statement will be supplied to the Union in duplicate, listing the names of the employees for whom deductions were made.

The Union agrees to save the Company harmless from all suits, charges, or any other action in respect to the deduction of Union dues.

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

ARTICLE FIVE - MANAGEMENT OF COMPANY

5.01 The Union recognizes that it is the right of management to manage the affairs of the business and to direct the working forces of the Company, subject to the terms of this agreement.

5.02 Management rights shall include but are not limited to:

(a) Determine any or all products, schedules of production, the locations of production, and the methods and sequence of manufacturing processes.

(b) Maintain discipline of employees, including the right to make reasonable rules and regulations. Letters of warning given to an employee will be removed from his personal file after 6 months of satisfactory work.

(c) Discharge, suspend or discipline employees for just and reasonable cause, and also to hire, transfer, promote, demote, and assign employees to shifts, with due regard to the provisions of this agreement.

(d) The Company agrees that it shall not exercise these functions in a manner inconsistent with the terms and provisions of this agreement.

ARTICLE SIX - AUTOMATION AND TECHNOLOGICAL CHANGES

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

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

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

6.04 Severance Pay Entitlement As A Result of Technological Change. An eligible employee shall be paid one week's pay for each year of eligible employment up to a maximum of 26 weeks.

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

ARTICLE SEVEN - DISCRIMINATION

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

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

ARTICLE EIGHT - BULLETIN BOARDS

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

ARTICLE NINE - SENIORITY

9.01 The Company agrees to recognize seniority for present employees as listed on the current Seniority List. Seniority for probationary and new employees shall be established after having completed 30 working days (60 working days for Tool & Die Makers), and shall date back to the first working day. Seniority shall be maintained

and accumulated for a maximum period of two years during absence due to lay-off or authorized leave of absence, or for a maximum period of three years during absence due to sickness or injury not sustained while working at this plant. Seniority shall be maintained and accumulated during: (1) Absence due to lay-off; (2) Sickness or Accidents; (3) Authorized Leave of Absence; (4) Absence from employment while serving in Canada's Armed Forces during an emergency declared by the Government.

9.02 The Company recognizes the principle of Seniority in the bargaining unit, and agrees that in all cases of a Vacancy, Promotion, Lay-off, Re-call, or Termination, senior employees shall be entitled to preference. In recognition however, of the responsibility of the Company for the efficient operation of the Plant, it is understood and agreed that in all such cases the Company shall have the right to pass over any employee if it establishes that the employee does not have the ability to perform the work.

9.03 Seniority will be lost, by voluntarily leaving the employment of the Company, discharged for proper cause, in the case of Lay-off failure to report for work within five days after having received written notice by registered mail to report for work, providing the recall to work was for a period in excess of 30 days. The Steward will be notified orally immediately with notice in writing to the Union when an employee quits or is otherwise terminated.

9.04 Seniority will be inoperative for a period not exceeding one (1) working day to effect repairs to and in the plant in the event of a breakdown under extenuating circumstances.

9.05 Seniority shall be on a plant basis, and a seniority list shall be maintained by the Company showing seniority standing in each respective plant, and posted

for employees inspection. The list shall be brought up to date every three months and two copies of each list shall be supplied to the Union. Person transferring from one plant to another by virtue of job posting, shall accumulate seniority on a separate basis. Employees will retain term seniority in the other plant. In cases of lay-off, the employees to be laid off will be notified two days in advance and the Union President will receive a list of the employees affected. In the case of replacement workers, the notice will be given as soon as possible.

9.06 JOB POSTINGS

(a) All vacancies for positions of more than one month's duration and newly created positions, (with the exception of positions held by employees who are on vacation, leave of absence, sickness or accidents may be filled temporarily by replacement workers) shall be posted for six working days on the bulletin board, an employee desiring the position must make application to the Company in writing within six working days from the first date of posting. The senior employee applying for the position shall be given the appointment providing that the employee has qualifications to fill the position. If the position is not filled by an applicant with seniority from the plant requiring an employee, it may be filled by an applicant from the other plant, with due respect to their seniority in the plant where the posting occurs. It is agreed that the Company may fill a vacancy temporarily without regard to seniority, pending the results of such posting. The Union shall be given a list of all applicants, and the applicant chosen within fifteen days of the date of posting.

(b) An employee who having been appointed to a position under 9.06 (a) may be entitled to a reasonable trial period or training period (including In-Plant training or Apprenticeship Training Program) in accordance with

the Job Posting Notice. Where the employee fails during the trial period or training period to reach a satisfactory level of performance, he will be returned to his former **job** at his former rate of pay. Any employee being displaced by the return of the employee to his former job shall also be returned to his former job at his former rate of pay.

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

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

ARTICLE TEN - SHOP STEWARDS & COMMITTEE MEMBERS

10.01 The Union will appoint a shop steward and advise the Company in writing who they are. When the legitimate business of the shop stewards requires them to leave the job, they shall first secure permission from the foreman or supervisor, which permission shall not be unreasonably withheld. They shall not suffer loss of pay for time spent to administer any in-plant business concerning this agreement.

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

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

representatives to the office where they may confer privately.

ARTICLE ELEVEN- GRIEVANCE PROCEDURE AND ARBITRATION

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

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

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

STEP ONE

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

STEP TWO

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

STEP THREE

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

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

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

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

By mutual agreement the parties may elect to substitute a single arbitrator for an arbitration board. The powers and jurisdiction of the single arbitrator shall be those exercised by the board as provided above.

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

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

In determining any grievance arising out of a discharge or other discipline, the board may dispose of the claim by affirming the Company's action and dismissing the grievance, or by setting aside the disciplinary action involved and restoring the grievor to their former position with or without compensation or in such other manner as may in the opinion of the board be justified.

The arbitration board shall have the power to revise any wage adjustments and rates set for new job classifications referred to in this agreement.

ARTICLE TWELVE - STRIKES OR LOCK-OUTS

12.01 The Union agrees that there will be no strike during the life of this agreement. The Company agrees that it will not lock-out its employees during the life of this agreement. The word strike and lock-out shall have the meaning given those words in the Labour Relations Act, Chapter 202 R.S.

ARTICLE THIRTEEN - SAFETY

13.01 The Company shall make reasonable provisions for safety of employees during their hours of employment, protective devices and other equipment provided by the Company to protect employees from injury shall be used by the employees. Any safety equipment which the Company directs an employee to use or wear shall be provided by the Company at no cost to the employee. A copy of each accident report will be posted on the safety notice board. The Company shall pay 100% of the cost of safety prescription glasses every two years.

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

The Safety Committee shall be co-chaired by one member from management and one member from the Union and meetings shall be held at the call of either co-chairman in accordance with The **Ontario Occupational Health and Safety Act**.

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

ARTICLE FOURTEEN- BEREAVEMENT PAY

14.01 An employee will be granted three (3) days of leave of absence with pay to attend the funeral in the event of the death of a member of their immediate family, which shall be limited to husband, wife, mother, father, son, daughter, brother, sister, father and mother-in-law, son and daughter-in-law, grandparents and grandchildren and the employee's spouses brother

or sister, or the employee's brother's or sister's spouse. It is understood for the purpose of this article that step-relatives will become the same as blood relatives.

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

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

ARTICLE FIFTEEN - LEAVE OF ABSENCE

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

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

ARTICLE SIXTEEN - PAY FOR JURY SERVICE

16.01 The Company shall pay an employee who is required for jury service, the difference between their average straight hourly rate for the number of hours they

normally work on shift, and the payment received for jury service, the employee will present proof of service and the amount received.

ARTICLE SEVENTEEN - HANDICAPPED EMPLOYEES

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

ARTICLE EIGHTEEN - PAYMENT OF INJURY

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

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

ARTICLE NINETEEN - RELIEF PERIODS

19.01 A relief period of 10 minutes **away from** work will be provided during the **second** or **third hours** of each half shift. When overtime is scheduled for 2 hours or more a 10 minute break will be provided during the 2nd ~~or~~ 3rd hour.

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

ARTICLE TWENTY - HOURS OF WORK AND OVERTIME

20.01 Regular hours of work for all employees, shall consist of 40 hours a week, 8 hours a day, Monday to

Friday. All time worked in excess of the normal shift hours shall be considered overtime and shall be paid for at the rate of time and one-half.

The last week of every month without a holiday will be four 10 hour days at regular rates, with the fifth day off, provided the Company retains 50% of the workforce on these days.

20.02 All the time worked on Saturday, Sundays, and the Plant Holidays referred to in Article 21 of this agreement will be paid for at overtime rates.

In the event of the Company finds it necessary to institute shifts in addition to the normal day shift, such shift starting times shall be mutually agreed upon between the Union and the Company before implementation.

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

20.03 Should any employees during their vacation period, be called back to work, all time worked will be paid for at the rate of time and one-half.

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

20.05 Shift starting times for Eddy Industrial Products will be discussed with the Union. Specific starting times shall not apply to Maintenance personnel.

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

20.07 In the event it is necessary to call an employee back to work due to unforeseen extenuating circumstances, they shall be given a minimum of two (2) hours pay at time and one-half their regular rate or time and one-half for the hours worked, whichever is the greater. However, any call back occurring on a Saturday or Sunday shall be paid at double time with a minimum of two hours call back pay.

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

20.09 Five minute wash-up periods will be given to all employees prior to lunch periods and shift end.

20.10 Employees reporting late for work shall have the actual time late deducted from their pay.

Employees leaving their work stations prior to the five (5) minute wash up periods provided in Article **20.09** shall have the difference deducted from the pay.

ARTICLE TWENTY-ONE - PLANT HOLIDAYS

21.01 The following shall be paid holidays at the employees regular rate of pay. Total of twelve (12) per contract year.

April 1st, 1990 - March 31, 1992

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day (Dec. 25/90) (Dec. 25/91)
Victoria Day	Boxing Day (Dec. 26/90) (Dec. 26/91)
Canada Day	Floating Holiday (Dec. 24/90) (Dec. 23/91)
Civic Holiday	Floating Holiday (Dec. 27/90) (Dec. 24/91)
Labour Day	floating Holiday (Dec. 28/90) (Dec. 27/91)

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

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

21.04 In order to qualify for payment of the above holidays, the employee must have worked at least eight (8) hours in the week preceding the holiday and the full working day before the holiday and following holiday; exceptions to this being an absence due to vacation, death in the immediate family, certified illness, injury, jury duty, approved leave of absence not exceeding 2 weeks, or lay-off not exceeding 2 weeks prior to holiday.

Plant holidays are not payable to employees receiving U.I.C. or W.C.B. benefits.

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

ARTICLE TWENTY-TWO- VACATIONS

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

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

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

22.02 All employees shall take their vacation period in full; the exception to this is an employee who is absent because of illness or injury for a prolonged period may relinquish part of his vacation by mutual agreement. Those who are entitled to three or four or five weeks vacation, shall take the third and or fourth or fifth week at a date suitable to the Company and the employee. Employees shall receive their vacation pay or the second pay period after the anniversary date, or if

requested at the time of the vacation. Maximum of two payments.

22.03 Vacation periods shall be designated by the Company having regard to the desirability of the vacation time and plant operating schedule. To facilitate the scheduling of vacations the Company agrees to post a Vacation Planner on the Bulletin Boards no later than April 1st of each year.

In the event too many employees apply for the same vacation time off, senior employees shall be entitled to preference.

The Company reserves the right to shut down the Plant and provide for vacations, providing notice is given to the employees prior to April 1st of each year or to distribute vacations in a manner that will maintain plant operations with reduced personnel.

ARTICLE TWENTY-THREE-WAGES

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

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

23.03 It is agreed that rates for new job classifications coming within the Union's jurisdiction shall be established by the Company, and any such rates will be based on comparison with prevailing rates for similar and/or related occupations in the attached wage schedule. After a reasonable trial period not to exceed 30 days such rates shall be negotiated with the Union

and after agreement is reached shall become part of the wage schedule, and the new rate shall be paid retroactive to the day the new job became effective.

23.04 Chargehand rates will be as per rate schedule.

23.05 Apprentices not covered by the Canada Employment Training Assistance Program will be entitled to \$40.00 per week Apprenticeship Gift while attending mandatory "In-School" Training.

23.06 The Company agrees to provide the employees with metric tools wherever the Company deems it necessary, it being understood that the tools remain the property of the Company and it will be the responsibility of the employee to return those tools to the Company upon request.

23.07

Safety boots will be supplied by the Company once each year to each employee with one or more years of seniority. Maximum cost to the Company \$80.00.

ARTICLE TWENTY-FOUR - INSURANCE AND WELFARE BENEFITS

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

(b) Effective April 1st, 1989 the Company agrees to provide a drug plan with 100% reimbursement after \$10.00 deductible for two family members or a total of \$20.00 per family yearly.

24.02 **PENSION**

The Company agrees that every employee shall be eligible to take part in the Wilkinson Sword Retirement Plan upon the completion of two (2) consecutive years service with the Company.



The Company agrees that the benefits of the Wilkinson Sword Retirement Plan will not be decreased.

The Company further agrees to provide up-dated information to the Union Committee from time to time where such information is available under the Plan when requested by the Committee.

24.03 DENTAL PLAN

Effective October 1, 1991 the Company will provide a Dental Plan as outlined in Appendix "A" attached.

Any premium increases above the amount in effect October 1, 1991 will be paid by the employee through a payroll deduction system.

ARTICLE TWENTY-FIVE - DURATION OF AGREEMENT

This agreement shall be in force and effect from April 1st, 1990 to March 31st, 1992 and from year to year thereafter unless modification or changes are requested by either party by giving due written notice to the other party at least 90 days prior to the above expiration date. Upon giving and receiving of any such notice, the parties shall negotiate the proposed changes looking toward consummation of a new agreement prior to the expiration date.

ARTICLE TWENTY-SIX - NEGOTIATING COMMITTEE

For the purpose of meeting with Company representatives to negotiate contract changes, a committee of not more than three (3) will be designated by the Union. Members of the Negotiating Committee will not lose pay for the days spent during regularly scheduled working hours attending scheduled negotiating meetings with the Company representatives. Conciliation meetings excluded.

Signed at Pembroke, Ontario, this 5th day of April, 1990

for:

**EDDY MATCH COMPANY
LIMITED:**

**EDDY INDUSTRIAL
PRODUCTS DIVISION**

Ron Brazeau

Herb Gangl

for:

UNION 2000

Ralph Schultz

Curtis Lisk

Keith Lance

Adam B. Salvona

EDDY INDUSTRIAL PRODUCTS DIVISION

JOB CLASSIFICATION LISTING

Group	Classification	APR.1/90	OCT.1/90	APR.1/91
1	General Labourer (Bench & Hand)	9.35	9.44	9.91
2	Tool Crib Attendant	10.16	10.26	10.77
3	Machine Operator O.J.T.	10.62	10.73	11.27
4	Welder Class "A" Bench Fitter	12.46	12.58	13.21
5	Machinist Class "C" Tool & Die Maker Class "C:" Tool Room Grinder Class "B"	13.15	13.28	13.94
6	Tool & Die Maker Class "B" Machinist Class "B"	14.80	14.95	15.70
7	CNC Milling Machine Operator Trainee	15.79	15.95	16.75
8	Tool Room Grinder Class "A" Machine Tool Assembler	16.74	16.91	17.76
9	Machinist Class "A"	16.91	17.08	17.93
10	CNC Milling Machine Operator Programmer	17.07	17.24	18.10
11	Tool & Die Maker Class "A" Quality Assurance Inspector	17.25	17.42	18.29
12	Charge Hand	18.51	18.70	19.64

Apprentice	APR.1/90	OCT. 1/90	APR. 1/91
1st year	8.47	8.55	8.98
2nd year	9.87	9.97	10.47
3rd year	11.36	11.47	12.04
4th year	12.84	12.97	13.62

April 17, 1986

AGREEMENT

Wilkinson Sword Canada In., Eddy Industrial Division and the United Brotherhood of Carpenters and Joiners of America, Local 3175 agree to exempt Mr. Tymen Chaitlon from the conditions set down in Article Nine, Section 9:01, Sentence 3.

For the Company:

Doug Davis

Kerry D. Verch

For the Union:

Ralph Schultz

P. Delroy

Murray Gallen

AGREEMENT

Wilkinson Sword Canada Inc., Eddy Industrial Products Division and the United Brotherhood of Carpenters and Joiners of America, Local 2000, agree on the weeks listed below, to work a four day (Monday-Thursday), ten hour work week with regular pay as per Article 20.01 of the Collective Agreement.

In 1990	Week of June 11th
	Week of November 12th
In 1991	Week of February 11th
	Week of April 22nd
	Week of June 10th
	Week of November 11th
In 1992	Week of February 10th
	Week of March 11th

The hours of work will be from 7 a.m. to 11:30, and from 12:00 p.m. to 5:30 p.m.

Participation of the employees is voluntary provided a minimum of four employees are retained for the regular work week. Management will be provided with a list of the employees in question.

For the Company:

For the Union:

LIST OF DENTAL SERVICES

BASIC SERVICES

EXAMINATIONS

Complete oral examination, once every 3 years.

Periodic oral examination, twice yearly.

Specific oral-area examination, twice yearly.

Emergency oral-area examination.

X-RAY EXAMINATIONS (RADIOGRAPHS)

Complete series, including panoramic survey, once every 3 years.

Bitewing films, twice yearly.

Extraoral films.

Periapical and intraoral films.

Interpretation of radiographs from another source.

Tomography.

Hand and wrist radiographs - as a diagnostic aid for dental treatment.

TESTS AND LABORATORY EXAMINATIONS

Cultures/smears for determining pathologic agents.

Biopsies.

Pulp vitality test.

Diagnostic casts - unmounted.

CASE PRESENTATIONS

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

PREVENTIVE SERVICES

Polishing and light scaling, twice yearly.

Fluoride treatment, twice yearly.

Oral hygiene instruction, once every 5 years.

Pit and fissure sealants, once every 3 years, for molars and bicuspids for children.

Caries/pain control.

Interproximal discing.

Space maintainers for children younger than age 16.

RESTORATIONS

Silver amalgams.

Silicate, acrylic or composite resins - for treatment of decay or accidental injury only. (If composites are used on posterior teeth, the Eligible Charge will be limited to the equivalent amalgam fee.)

Retentive pins.

Stainless-steel crowns and polycarbonate crowns - for primary teeth.

ENDODONTIC SERVICES

Pulp capping.

Pulpotomy.

Root canal therapy.

Periapical services.

Gingival surgery.

Banding.

Hemisection.

Intentional removal, apical filling and reimplantation.

Emergency procedures.

PERIODONTAL SERVICES

Nonsurgical services, excluding training in personal therapeutic periodontal care.

Surgical services.

Post-surgical visits - 4 visits per year.

Occlusal adjustments- for periodontal purposes only.

Occlusal equilibration - maximum of 8 time units per lifetime.

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

Special periodontal appliance for bruxism only.

DENTURE SERVICES

Repairs.

Additions.

Relines.

Rebasing.

ORAL SURGERY

Extractions - uncomplicated and complicated.

Removal of residual roots.

Surgical exposure of teeth.

Alveoloplasty, gingivoplasty, stomatoplasty and osteoplasty.

Surgical excisions.

Surgical incisions.

Frenectomy.

Treatment of fractures.

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

ADJUNCTIVE SERVICES

House and hospital visit.

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

Injection of drugs.

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

MAJOR SERVICES

SINGLE RESTORATIONS

Onlays, Inlays, crowns

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

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

- limited to full metal crowns on molar teeth.

Porcelain repairs.

Retentive pins, post and cores.

Recementation.

Removal of crown or inlay.

PROSTHODONTICS- FIXED

Retainer inlays/onlays.

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

Repairs.

Retentive pins, post and cores, copings.

Removal of bridge.

REMOVABLE PROSTHODONTICS

Complete standard dentures.

Immediate standard dentures.

Transitional standard dentures.

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

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

Remount and occlusal equilibration.

Complete denture duplication - (rebasings).

Tissue conditioning.

LIMITATIONS AND EXCLUSIONS

Applicable to Bridges, Crowns and Dentures

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

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

ORTHODONTIC SERVICES

FOR YOUR QUALIFIED DEPENDENT CHILDREN YOUNGER THAN AGE 21

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

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

The following are covered orthodontic services:

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

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

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

B. BENEFIT LIMITATION

Late Entrants:

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

This limitation will be waived under the following circumstances:

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

C. EXCLUSIONS

Any charges incurred for, or in connection with :

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

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

D. PROOF OF CLAIM

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

DENTAL CARE

- 100% Company paid
- Payments based on current fee schedule to be updated annually.

(Future increases to monthly premiums are to be paid by Employee)

COVERAGE

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