

**COLLECTIVE AGREEMENT**  
**between**  
**TDS, a Division of TDS Group Limited**  
**at its Hagersville Factory**  
**and the**  
**Industrial Wood & Allied Workers of Canada**  
**I.W.A. - Canada Local 500**

**Date of Expiry: March 31, 2001**

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**THIS AGREEMENT**

entered into this 1st day of September, 1998, by and

**Between**

TDS, a Division of TDS Group Limited  
at its Hagersville Factory,  
hereinafter referred to as the "Company",

**And**

Industrial Wood & Allied Workers of Canada  
I.W.A. - Canada Local 500  
hereinafter referred to as the "Union"

For and in consideration of the mutual benefits likely to be obtained by way of a more harmonious relationship between the Company and the Union, and the greater productive efficiency resulting therefrom, the parties hereto covenant and agree each with the other as follows:

**Article 1 - DEFINITIONS**

**1.01** For the purpose of this Agreement the following definitions shall apply:

**FACTORY** shall mean the operations of TDS, a Division of TDS Group Limited at its facility in Hagersville.

**PLANT** shall mean one of the major divisions of the Factory as identified in 1.02.

**DEPARTMENT** shall mean the various working areas which make up a plant.

**AVAILABLE WORKER** is an employee who does not hold a job posting,

**AVAILABLE WORK** is either work which is not held on a posting or posted work which the employee who holds the posting is not available to perform,

**QUALIFIED** - An employee shall be considered qualified on a job classification after having worked on it for one hundred and sixty (160) hours.

**CLASSIFICATION** or **JOB CLASSIFICATION** shall mean one of the titles listed in Schedule "A".

**JOB** shall mean the classification, or title, plus the department(s) to which it is attached or located in. An example is: Lift Truck Operator, Dept. 1.

- 1.02** There are currently five (5) Plants:
1. Yard
  2. Maintenance
  3. Warehousing and Distribution
  4. Export Packing
  5. Industrial Wood Product Manufacturing

**Article 2 - SCOPE**

**2.01** This Agreement shall apply to all employees of the Company at the Factory save and except office staff, supervisors, Production Supervisors, and others above the rank of Production Supervisor.

**2.02** All hourly rated employees at any TDS, a Division of TDS Group Limited operated factories within the planned city of Nanticoke, will be placed on the existing seniority list at the Hagersville Factory, and be subject to the terms and conditions of the existing collective agreement.

**2.03 (a)** Should the Company add another plant in Hagersville which does not perform a Packaging, Wood Manufacturing or Warehousing operation, a separate seniority list will be created for the new plant consistent with (b) below.

**(b)** Where there is a Union in the new plant, any employees so transferred will come under the jurisdiction of the contract in effect in the new plant.

**(c)** Employees of the Company in Hagersville who desire to transfer to a newly formed division of TDS, a Division of TDS Group Limited in Hagersville shall be allowed to do so within a period of sixty (60) calendar days from the opening of the new division, and shall retain their acquired seniority with the Company. After a period of sixty (60) calendar days have elapsed from the date of transfer, no employee shall be allowed to transfer back.

**Article 3 - UNION RECOGNITION**

**3.01** The Company recognizes the Union as the sole collective bargaining agency

for all employees covered by this agreement with respect to rates of pay, hours of work and all other working conditions.

**3.02** As a condition of employment, all employees within the bargaining unit must become and remain members of the Union within thirty (30) calendar days of their date of hire.

**3.03** No employees outside the bargaining unit shall perform work normally done by bargaining unit employees except in the following instances:

1. Emergency

2. Training - If during training a Production Supervisor demonstrates proper methods by performing some of the work, the employee being trained shall not perform any other work during the demonstration.

**3.04 (a)** The Company shall notify the Union in writing at the time of incident and supply copies for the Union files, of the following: all lay-offs, recalls, job postings, job discontinuances, job reinstatements, overpayment and/or short payment (stating minutes and money), reprimands, warnings, suspensions, discharges, resignations or demise of each seniority employee.

**(b)** The issuance of any notices of rule infraction shall be given within forty-eight (48) hours of knowledge of the occurrence, in writing. Saturdays, Sundays and Statutory Holidays shall not be part of the forty-eight (48) hours referred to herein unless the employees involved have worked on those days. Rule infractions shall be dealt with within ten (10) working days of the date of issuance. Days not worked by the employees involved shall not be considered part of the ten (10) days referred to herein.

**(c)** All copies of Notices of Rule Infraction given to employees which do not result in discipline by the Company shall be destroyed. All records of discipline given by the Company shall be removed from the records of the employees as soon as a period of two (2) years has elapsed after the date of discipline, with the exception of disciplines received for physical violence.

**(d)** The Company will let employees view their own personnel record providing an appointment is made and it is done on the employees' own time.

**3.05** No less than fifteen (15) minutes during Part 2 of the New Employee Training, which is normally conducted within fifteen (15) working days of the end of the probationary period, will be given to a Union Officer to review the rights and obligations of the Union and its members.

#### **Article 4 - UNION DUES and EDUCATION FUND**

**4.01 (a)** The Company shall deduct Union Dues on a weekly basis from the earnings of all employees who have completed 30 days employment. The first deduction shall include the Union Initiation Fee. Dues shall not be deducted from employees who have worked less than 5 days in the month. Union deductions shall appear on T-4 slips.

**(b)** Regularly each month, all deductions shall be forwarded by cheque made payable to the local Financial Secretary along with a list detailing each employee's deductions. The Company shall be advised of the Union Due amounts established by the Factory in writing signed by 2 Local Officers.

**4.02** On a monthly basis, the Company will remit to the Union Education Fund, one cent per regular hour worked by each employee. Effective January 1, 1999, the amount will increase to two cents per regular hour worked. Effective January 1, 2000, the amount will increase to three cents per regular hour worked.

#### **Article 5 - HOURS OF WORK AND OVERTIME**

**5.01** The regular work week shall consist of forty (40) hours, Monday to Friday, inclusive. The regular work day shall consist of eight (8) hours to be worked between the hours of 6:55 a.m. and 3:30 p.m. The regular second shift shall work between the hours of 4:00 p.m. and 12:30 a.m. All hours worked in excess of eight (8) hours per day, Monday to Friday, or any time worked on Saturday, shall be paid at the overtime rate of time and one-half (1 1/2) the regular rate of pay. All time worked on Sunday shall be paid at the rate of double (2) the employee's regular rate of pay. If overtime is scheduled on Saturday or Sunday, it shall be worked within the regular hours prevailing.

It is understood that the hours of work mentioned above shall not be construed to be a guarantee as to the hours of work per day, nor as to the hours of work per week.

**5.02 (a)** Off shift workers shall receive an additional 40 cents per hour added to their regular wage rate for time worked on the off shift. Employees will be credited with one week on the off shift regardless of which day of the week they begin working on it.

**(b)** Employees will normally be notified 3 working days in advance of scheduled shift changes. This will not be possible when the employee's scheduling is affected by job posting procedures, absenteeism etc.

**5.03** All overtime shall be on a voluntary basis and must be authorized. By Friday afternoon the Company will post a list at each of the main bulletin boards. Employees who are interested in an offer of overtime outside their regular department will sign the list and check the days they are interested in working. The lists will be taken down at noon on Monday. Employees who are asked to work overtime shall be advised how many overtime hours they are to work. If they are unwilling to work the hours specified, they shall not be allowed to work part of the total hours specified, unless Management decides at its discretion to allow them to do so. Employees who agree to work overtime must do so, unless they have a satisfactory excuse for not working.

**5.04** When overtime work becomes necessary it shall be offered in the following manner:

1. Overtime shall be first offered in order of seniority to the employees posted to the job to be worked.
2. It shall then be offered in seniority order to the employees who worked during the regular shift on the job to be worked.
3. In seniority order to employees who signed the weekly list and who are capable of performing the overtime work.

**5.05** If there is an off-shift working, the following procedure shall be followed:

1. Monday through Friday, overtime worked after the regular day shift has ended but before the nightshift has ended, shall be offered in order of seniority to the employees posted to the job to be worked on the day shift.



2. Monday through Friday, overtime worked after the regular nightshift has ended but before the next day shift has begun, shall be offered in order of seniority to the employees posted to the job to be worked on the nightshift.
3. When overtime is required on Saturday or Sunday, the selection of employees to work shall be made not later than 3:30 p.m. of the immediately preceding Friday. It shall be first offered to the employee(s) posted to the job to be worked and who are working the day shift. If not enough day shift posted employees agree to work, it shall then be offered to the nightshift employees posted to the job to be worked in the following manner:
  - (a) If the Company knows on the immediately preceding Thursday, that overtime is needed on the weekend after first asking the day shift, the entitled off-shift employees shall be given the opportunity to work by their foreperson in the regular manner.
  - (b) If the Company does not know until the immediately preceding Friday, after first asking the day shift, the entitled off-shift employees shall be contacted by telephone and given the opportunity to work. When attempting to reach an employee by telephone, the telephone number on record in the Human Resource Department shall be used.

**5.06** If overtime is required on a job that is not performed on a regular basis or where an employee or employees do not hold posted jobs, it shall be offered to the most senior employees in the Factory first.

**5.07** Employees who refuse to work overtime after three (3) consecutive requests on their posted job, must thereafter inform the Production Supervisor of their availability for any subsequent overtime work. Employees who agree to work overtime must do so, unless they have a satisfactory excuse for not working.

**Article 6 - PAID HOLIDAYS**

**6.01 (a)** For the purpose of this Agreement, the following Paid Holidays shall be recognized:

New Year's Day	Thanksgiving Day
Good Friday	1/2 day, the afternoon before Christmas
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	1/2 day, the afternoon before New Year's
Labour Day	

One (1) Floating Holiday to be observed during the thirty (30) working days prior to January 4th.

One (1) Floating Holiday, the time of which shall be made by the Company. The actual date shall be posted not less than thirty (30) days in advance in order to give employees time to make plans.

Employee's Birthday, after one (1) years service.

**(b)** Not less than thirty (30) calendar days prior to the Canada Day Holiday, the Union and the Company shall meet for the purpose of deciding on which day to observe that holiday.

**6.02 (a)** All seniority employees shall be paid eight (8) hours pay at their regular classification wage rate for the twelve (12) Paid Holidays and four (4) hours pay at their regular classification wage rate for the two (2) Paid Holidays of one half (1/2) day.

**(b)** Should seniority employees work both the day before and the day after the holiday at different rates of pay, they shall receive the rate of pay on the job on which they last worked before the holiday.

**6.03** This payment shall not be made to employees who do not work their full regular scheduled shift on the work day immediately prior to any holiday and their succeeding full regular scheduled shift on the work day immediately following the holiday, except in the case of illness, injury, excused absence, lateness of not more than two hours, or temporary lay-offs of less than forty-five (45) days. Employees on the above-mentioned

temporary lay-offs shall receive said payment upon being recalled and returning to work.

**6.04** Employees required to work on a Paid Holiday shall be paid for authorized work performed at the rate of time and one half, in addition to any holiday pay to which they may be entitled. This shall not apply to employees who work on their actual birthday and take the holiday on another date.

**6.05** Employees on Short Term Disability shall receive holiday pay for any recognized holiday(s) occurring during an absence of up to twenty-six (26) weeks. Upon returning to work, employees on WSIB shall receive the difference, if any, between holiday pay and the lost wages paid by WSIB for those days.

#### **Article 7 - REST PERIODS**

**7.01** There shall be two ten-minute rest periods, one in the forenoon and one in the afternoon.

**7.02** In the event employees are required to work overtime immediately following the completion of their regular shift, a ten minute rest period shall be provided for such employees at the beginning of the overtime shift for any overtime period scheduled that amounts to one and one-half (1 1/2) hours or more.

#### **Article 8 - VACATIONS**

**8.01** Employees who have completed less than five (5) years service as at June 1st shall receive vacation as specified below, with pay calculated at the rate of 4% their total earnings:

- a) less than 3 months service: 0 weeks
- b) more than 3 but less than 7 months service: 1 week
- c) more than 7 months service: 2 weeks

**8.02** Employees who have completed five (5) years service as of June 1st, but less than ten (10) years service shall receive three (3) weeks vacation with pay calculated at the rate of 6% of their total earnings.

**8.03** Employees who have completed ten (10) years service as of June 1st, but

less than eighteen (18) years service as of June 1st, shall receive four (4) weeks vacation with pay calculated at the rate of 8% of their total earnings.

**8.04** Employees who have completed eighteen (18) years service as of June 1st but less than twenty-five (25) years service as of June 1st, shall receive five (5) weeks vacation with pay calculated at the rate of 10% of their total earnings.

**8.05** Employees who have completed twenty-five (25) years service as of June 1st, but less than thirty (30) years service as of June 1st, shall receive six (6) weeks vacation with pay calculated at the rate of 12% of their total earnings.

**8.06** Employees who have completed thirty (30) years service as of June 1st, shall receive seven (7) weeks vacation with pay calculated at the rate of 14% of their total earnings.

**8.07** Employees who are entitled to vacation pay and either quit, are discharged, or whose employment is otherwise terminated, shall be paid their vacation allowance in accordance with this Article. In the event of the death of any employees, the Company will pay their estate or beneficiary, an amount equivalent to the vacation pay to which they would have been entitled as provided in this article.

**8.08 (a)** Total earnings shall be computed to the nearest accounting period of the Company from May 1st of the previous year to April 30th of the current year.

**(b)** Once each year during the month of June, the accumulated gross earnings of each employee, for the period May 1st to April 30th, including WSIB, sickness and vacation pay, will be provided in writing to the employee.

**(c)** For the purpose of this Article only, total earnings shall include all regular hourly earnings employees have lost because of illness for which they received WSIB and/or Short Term Disability benefits computed from regular hours lost, times the regular classification rate of pay.

**(d)** Vacation pay cheques shall be available on the first regularly scheduled pay day on or after June 1st. Employees may have their cheque then or later at their request.

**8.09** Each year prior to May 15th, Production Supervisors shall approach their employees individually and ask them when they would like to have their vacation. The

request shall be given consideration and if possible granted. The vacation list shall then be prepared and posted on the bulletin board by May 15th of that year.

(a) A maximum of ten (10) vacation days may be left unscheduled as at May 15th. These days may be used singly or in multiples throughout the vacation year provided they are requested and approved in advance. The general rules for granting such requests will be identical to those applied in granting leaves of absence.

(b) A single vacation day created when a Company Holiday falls within an approved vacation period, will be scheduled on the Friday (or last work day) immediately prior to the vacation period.

#### **Article 9 - MINIMUM RECOMPENSE**

**9.01** Employees who report for work as usual, and are sent home because no work is available, shall be paid the equivalent of four (4) hours work at their regular classification rate, unless the failure is due to power failure or other causes beyond control.

**9.02** In emergencies when employees are required to change shifts during the work week, they shall be entitled to not less than ten (10) hours rest between quitting time on the one shift and starting time on the other, without losing any of the pay or benefits which they would have earned if they had not changed shifts.

#### **Article 10 - SENIORITY**

**10.01 (a)** Upon completion of ninety (90) calendar days' employment within any period of twelve (12) consecutive months, employees shall be entitled to have their names placed on the seniority list of the Factory as defined in Section 1.01. The seniority date shall be the date of hire. Employees shall be considered probationary until they have become eligible for the seniority list as herein provided. The probationary period shall be extended 1 working day for every scheduled work day missed due to any reason other than bereavement or crown witness/jury duty. Secondly, any time lost due to lay-off shall not be considered employment days.

**10.02 (a)** Probationary employees shall have all the rights of employees who have completed their probationary period insofar as working conditions are concerned, but during the probationary period, employees may be discharged at the discretion of the Company and such discharge will not be subject to the grievance procedure.

**(b)** When new employees are hired, such employees shall not, for as long as they remain probationary employees, be placed in a job which has a higher regular classification rate of pay than any of the jobs which are being performed by seniority employees unless the seniority employees concerned either have a posted job which they do not wish to leave, or are unable to perform the higher wage rated job in a manner satisfactory to the Company.

**(c)** Regardless of any wording to the contrary in this Agreement, probationary employees shall not be paid any remuneration over and above the classification wage rate set out in Part II of Schedule "A" except:

1. When working on the off shift, they shall receive the off shift bonus.
2. When working overtime, they shall receive the applicable overtime rate as set out in Article 5.
3. If the company hires an employee with recall rights to another Factory, such employee will be entitled from date of hire to receive:
  - (a) Base rate
  - (b) C.O.L.A.
  - (c) Company Pension Credits
  - (d) Company Paid CPP

For all other purposes including seniority, such newly hired employees will be considered probationary.

**10.03** The seniority lists shall be revised every six (6) months and copies posted on each bulletin board of the respective location. The Union shall be supplied with six (6) copies thereof. Any employees shall be allowed to dispute the accuracy of the seniority list at any time, but unless a grievance is filed within ten (10) working days after the list is posted, the Company will not be responsible for any monetary loss by the employee

because of such error. In any event, the Company's monetary liability shall not exceed ten (10) days, and the employees' right to a job lost through such error shall not go back more than ten (10) days.

**10.04 (a)** In the event employees with seniority in the bargaining unit accept a position with the Company outside the bargaining unit, they shall maintain the seniority they had in the bargaining unit at the date they accepted the position and shall continue to accumulate seniority for a further six (6) months. After six (6) months, they shall lose all seniority and if they return to the bargaining unit, shall be placed at the bottom of the seniority list with no seniority to their credit.

**(b)** In order for employees to maintain and/or accumulate seniority as provided above, they must authorize the Company to deduct and remit to the Union an amount of money equal to the Union Dues they would have otherwise continued to pay to the Union had they remained in the bargaining unit.

**(c)** When employees who have maintained and/or accumulated seniority as provided above return to the bargaining unit, they shall be entitled to exercise their seniority on a vacant job for which **they** are qualified or to displace a junior employee if no vacant job exists. However, they may not exercise their seniority to secure a posted job during the first six (6) months following their return to the bargaining unit unless no other employee applies.

**(d)** All of the above provisions may only be applied once every five years. Any employee with seniority who accepts a position with the Company outside the bargaining unit for a second time within any five year period forfeits all bargaining unit seniority.

**10.05** Employees shall **lose** their seniority and their employment deemed to be terminated if:

1. They shall quit their employment;
2. They shall be discharged and such discharge is not reversed through the grievance procedure;
3. They are absent from work for three (3) consecutive working days without advising the Human Resource Department , giving satisfactory reason for such absence;

**4. (i)** Having completed ninety (90) days service as at the last date worked, they shall not have worked for the Company for a period of twelve (12) consecutive months.

**(ii)** Having completed 2 years service as at the last date worked, they shall not have worked for the Company for a period of twenty-four consecutive months.

**(iii)** When an employee is laid-off out of seniority order, the time laid-off out of seniority shall not count as part of the twelve or twenty-four months.

**5. (i)** If, after the Company has sent employees on lay-off status, notification of return to work by registered mail, the employees either fail to return to work on the day they are advised to report, or in case the Company has not sent notification of return to work by registered mail more than five (5) consecutive working days in advance of the day they are to report, fail to return to work within seven (7) calendar days after notification was sent by registered mail to their address on record with the Human Resource Department unless they furnish, prior to the day they should have returned, satisfactory reasons for their inability to return within the seven (7) day period specified.

**(ii)** A letter registered and post-marked a minimum of seven (7) consecutive days prior to the date of recall shall be deemed sufficient to provide five (5) days notification as referred to above.

**(iii)** When recalling employees from lay-off and time is of the essence, the Company may attempt to contact the employees by telephone and advise them to report immediately, provided however that this procedure is applied in order of seniority. A registered letter will also be sent on the same day to avoid any misunderstanding. If by using this procedure, junior employees happen to return to work before more senior employees do, the matter will not be subject to the grievance procedure.

**(iv)** Employees terminated in accordance with Article 10.05 (5)(i),(ii), who subsequently provide reasons which are satisfactory to the Company for failing to



return or to advise the Company of their inability to return to work within the time limits specified shall be recalled to work following any notice periods required by employees laid-off as a result.

**(v)** Employees on lay-off status, who do not desire to be recalled, shall not be required to return to work unless one week's employment is guaranteed. An exercise of this right will not result in a penalty being imposed as contained in Article 10, Section 10.05. If the employment exceeds five (5) days, no claim for lost days can be made. In order to qualify, employees must utilize the form provided by the Company. When available for work, they must notify the Human Resource Department.

**10.06 (a)** Two days duration is to be considered an emergency lay-off but if the Company knows that it is going to be for a longer duration than two (2) days, the least senior person will be laid off first.

**(b)** When an emergency lay-off takes place, those employees who are working in the department affected will be temporarily transferred to the jobs of the most junior employees in their division who are junior to them, and those junior employees shall be sent home.

**10.07** Except as provided for in Article 10.06, the Company will endeavour to give a week of advance notice of lay-off and in any event guarantees to give twenty-four (24) hours notice for all lay-offs in excess of two (2) working days.

**10.08** In all cases of decrease of forces and recall thereafter, seniority shall be the determining factor except as specified below. The lay-off and recall procedure shall take into consideration the necessity of maintaining the operation of the Factory with capable employees.

**1.** The President, Financial Secretary, Chief Steward, Vice-president and Recording Secretary of the Union, in this order, shall be the last employees to be laid off and the first to be recalled provided they are able to perform the work available in a satisfactory manner.

**2.** When the JHSC Certified Worker has less seniority than the 20th employee on the

seniority list, he or she shall assume seniority number 20 and shall be laid-off and recalled according to this assumed seniority, providing he or she is able to perform the work available in a satisfactory manner.

**3.** The Local Union reserves the right to change, add or delete Officers to the above list.

**10.09** Employees who have medical or physical limitations that are of a permanent nature shall be allowed to exercise their right to displace a junior employee on a posted job, providing the employee is physically capable of performing the work on a regular full time basis and provided the employee submits satisfactory medical evidence of his capability when requested and undergo such medical examinations as may be required by the Company.

**10.10** Any employee laid-off or recalled in violation of the provisions of this Agreement, shall be entitled to file a grievance at the second stage of the Grievance Procedure.

**10.11** Employees laid off out of seniority order shall be notified when they become laid-off in order.

**10.12** The Company will post a memo on the bulletin boards when notices of lay-off have been issued to employees because of impending work shortages. Within the next three (3) working days, employees with more seniority than those notified may approach the Company and volunteer to take the lay-off. Such requests will be reviewed in order of seniority and shall take into consideration the necessity of maintaining the operation of the factory with capable employees. A request for voluntary lay-off may not be withdrawn once it has been granted and the affected junior employee has been notified. Employees who are laid-off through the exercise of their seniority under this provision, shall waive entitlement to any additional notice, or pay in lieu of notice, under the Employment Standards Act. They shall remain on lay-off until such time as work is again available and the Company needs to increase its active workforce. If volunteers have not been recalled within 12 weeks and there is work available to their seniority which they are capable of performing, they will be recalled after they have provided the Company at least 2 weeks

advance notice in writing of their desire to return and the required notice has been provided to the junior employee who will be laid off as a result.

#### **Article 11 - LEAVES OF ABSENCE**

**11.01** The Company will grant leave of absence without pay to any employee with seniority provided the Company is satisfied that the employee can be spared, having due regard for the proper operation of the Company's business. The following general rules will apply in granting such leaves:

- 1.** All applications for leave of absence shall be considered on a seniority basis and absenteeism shall be taken into consideration.
- 2.** Leave of absence will not be granted to work at any other employment.
- 3.** The request for a leave in excess of three (3) days must be in writing at least four (4) weeks in advance of the date for which leave is requested except in cases of emergency or extenuating circumstances.
- 4.** If more than one employee per department requests leave for the same periods, seniority and the frequency of previous leave requests will be considered in approving or rejecting the applications. When a leave of absence has been granted to an employee, notice of such leave shall be posted in the proper department to allow employees with more seniority to apply for a concurrent leave. If no request for such leave is received within three (3) working days, the leave which has been granted cannot be pre-empted.
- 5.** No leave shall exceed twenty-five (25) working days.
- 6.** The Company shall respond to a request for leave of absence within two (2) weeks of the date it was submitted.

**11.02 (a)** Leave of absence not exceeding three (3) months shall be granted to employees imprisoned due to a conviction for impaired driving. Such leave shall not be granted more than once in any ten year period nor shall it be granted to employees who have been absent from work within the past ten years in order to take in-house rehabilitation treatment for substance abuse.

**(b)** Should employees be sentenced to imprisonment following conviction for any

other offence, the local may submit the case to the Human Resource Manager for consideration, and he/she together with the Union local shall then mutually agree on whether any, and if so, how much, leave of absence (not exceeding 25 working days) shall be granted to the employee while serving a sentence of imprisonment.

**(c)** The Company agrees to cover and administer any applicable Group Insurance Benefits:

**(i)** for any employee granted leave of absence in accordance with 11.02(a) above, provided the employee pays to the Company the cost of such benefits in advance;

**(ii)** for any employee granted leave of absence in accordance with 11.02(b) above, provided the employee authorizes the Company, in writing, to deduct from future earnings the cost of such benefits.

**11.03** Upon request, leave of absence without pay shall be granted to employees selected by the Union to serve on Union business directly related to the Factory, in accordance with 11.01.

Upon request, leave of absence without pay, benefits or loss of seniority for a period not to exceed two years but not less than three months shall be granted to employees selected by the Union for a full time position with the Union, or any body with which the Union is affiliated.

**11.04** The Company will grant maternity and/or parental leave in accordance with the Employment Standards Act. Maternity leave will normally be granted for a period of three (3) months prior to the expected birth and two (2) months following the birth. Nothing in this section shall restrict the Company from requiring a pregnant employee, prior to the above suggested times to go on leave of absence for such longer period as the Company desires on the grounds that her physical condition while at work constitutes a hazard to herself, her fellow employees, or is interfering with her ability to perform her work.

## **Article 12 - BEREAVEMENT**

**12.01 (a)** Seniority employees who attend the funeral of relatives listed below, shall be granted Bereavement Leave paid at their regular classification rate as follows:

5 days	for the employee's mother, father, sister, brother, son, daughter, current spouse or common law spouse, half-brother, or half-sister
3 days	for the employee's mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandchild, or current step-mother/father/ sister/brother
2 days	for the employee's grandparent
1 day	for the employee's spouse's brother-in-law, sister-in-law or grandparent

**(b)** If because of distance of more than 800 kilometres, seniority employees do not attend the funeral of relatives included in the 5 and 3 day provisions above, they shall be granted two (2) day's paid Leave. Seniority employees who do not attend the funeral of relatives included in the 5 and 3 day provisions above because of distance, but less than 800 kilometres, shall be granted one (1) day's paid Leave.

**(c)** If employees suffer the loss of more than one relative at the same time, it is understood that they shall be entitled to the full applicable leave for each relative.

**(d)** All such payments shall be made only in respect to absence from work on their regular work days.

**12.02** Employees shall only be paid under section 12.01, if they are available for work on the day or days for which the benefit is claimed. They shall not be available for work:

1. If they are on WSIB and have not been advised by their Doctor to return to work, and thus do not return to work on or before the day following the last Bereavement Day.
2. If they are absent because of sickness or non-occupational accident on the working day following the last Bereavement Day.
3. On any Bereavement Day or Days for which they have been granted leave of absence.
4. On any Company Holiday.
5. On any Bereavement Day or Days on which they are on lay-off.

**12.03** Should employees be eligible for Bereavement while on scheduled vacation, they will receive the appropriate number of days pay and their vacation shall be extended accordingly.

#### **Article 13 - JURY AND CROWN WITNESS DUTY**

**13.01** Should employees be summoned and subsequently report for either Jury or Crown Witness Duty (including a Coroner's Inquest under Crown subpoena) on a regularly scheduled working day, they shall be paid \$95 per day for each day served. Employees shall be paid only if they are available for work on the days for which this benefit is claimed, When employees are in court all day, they will not be expected to report for work on their regular shift on nights. Employees shall not be available for work if they are:

1. On WSIB and have not been advised by their Doctor to return to work and thus do not return to work on or before the last day of Jury or Crown Witness service.
2. Absent because of sickness or non-occupational accident.
3. On authorized leave of absence (other than leave for Jury or Crown Witness Duty).
4. On scheduled Paid Holidays.
5. On lay-off.

Should Jury or Crown Witness Duty be served while employees are on their regularly scheduled vacation, they shall be paid \$95 per day for each day served and their vacation shall be extended by the number of days so served.

#### **Article 14 - GRIEVANCE PROCEDURE**

**14.01** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. Employees shall have no grievance until they have first given their Production Supervisor an opportunity of adjusting the complaint. If employees have a complaint, they shall discuss it with their Production Supervisor within three (3) working days after the circumstances giving rise to the complaint have come to

the employees' attention or they should reasonably have knowledge of it. They shall be accompanied by their steward. Failing settlement, it may then be taken up as a grievance within five (5) working days following the meeting with their Production Supervisor.

**STEP 1** The aggrieved employees shall present their grievance, in writing, to their Production Supervisor. They shall be accompanied by their steward. The Production Supervisor shall give a decision within one (1) working day of receiving the grievance.

**STEP 2** If a satisfactory settlement is not reached at Step 1, the grievance shall be submitted to the Manager within three (3) working days of the Production Supervisor's decision. A meeting shall be held by the Manager and/or representative thereof, within five (5) working days of his/her receipt of the grievance. An I.W.A. - Canada representative, the aggrieved employees, their steward, the Union President or his/her designate, and one (1) additional bargaining unit employee may attend this meeting. The Company decision shall be given within three (3) working days following this meeting.

The time limits set out in Article 14.01 may be set aside in cases of illness or unforeseen circumstances by mutual consent.

**14.02** If a satisfactory settlement of the grievance is not reached at Step 2, it may be referred to arbitration within five (5) working days following the next monthly membership meeting. If the monthly membership meeting referred to herein is not held, the Company shall not be liable for any monetary loss incurred between the date the meeting should have been held and the date a grievance is referred to arbitration. Adjustment of all grievances shall be made retroactive to the date such grievances were presented in writing to the Company.

**14.03 (a)** Employees who have been discharged or suspended from work may, upon their request, meet with their steward or Union President within three (3) working days. This meeting may be held on Company property and if so, it will be held at a time and place designated by Management.

**(b)** Any grievance arising from discharge or suspension from work must be filed

directly to Step 2 within five (5) working days after the employee has knowledge of the discharge or suspension. Employees who are not personally notified will be deemed to have knowledge seven (7) calendar days after a registered letter advising them of discharge or suspension, has been mailed to their address on record with the Human Resource Department. The grievance shall be processed in accordance with Step 2 provisions.

**14.04** Employees shall have no grievance if they fail to follow the procedures set out in this Article.

**14.05** A grievance arising directly between the Company and the Union shall be filed directly to Step 2 and processed accordingly. An I.W.A.-Canada representative, the Union President or his/her designate plus two (2) additional bargaining unit employees may attend the grievance meeting.

**14.06** Stewards and other Union Officers will not be absent from their regular duties except in dealing with employee grievances, other union business approved by the Company or attending meetings with the Company. The above-mentioned absences must be approved by the employee's Production Supervisor in advance. Consent will not be unreasonably withheld.

**14.07** The Company will compensate employees for approved time spent during regular working hours in handling employee grievances up to and including the second step, attending grievance or other meetings with the Company, or dealing with any other approved union business. They shall be paid their regular classification rate of pay plus any amounts specified in Schedule "B".

#### **Article 15 - ARBITRATION**

**15.01** When a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or



allegation to arbitration. This notice shall contain the name of the first party's appointee to an Arbitration Board.

**15.02** The recipient of the notice shall, within five (5) working days, advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) working days of the appointment of the second of them, appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a Chairperson; within the time limit stated herein, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

**15.03** The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision. This decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.

**15.04** The decision of the Arbitration Board shall include a direction to the parties to do or abstain from doing anything necessary or appropriate to give effect to the true intent and meaning of the decision.

**15.05** The Arbitration Board shall not have power to alter, modify or amend any part of this Agreement nor to make any decision inconsistent therewith, but may refer to any part of this Agreement which may appear to the Board to be relevant whether or not previous reference has been made thereto.

**15.06** In any case arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Arbitration Board shall have full power to direct that the penalty or loss complained of shall be confirmed, varied, amended, rescinded or repaid either in whole or in part, and that retroactive effect may be given to its decision either in whole or in part, **but** except as aforesaid, the Board shall have no power to award costs or damages to either party.

**15.07** The Union and the Company shall pay the expenses of and fees payable to the Arbitrator selected by each which may be such fees as may be agreed upon between such Arbitrator and the party appointing him, and the Union and the Company shall each

be responsible for one-half (1/2) of the expenses and fees payable to the Chairperson.

**15.08** Nothing contained above in this Article shall prevent either party from applying for a single Arbitrator.

#### **Article 16 - RESERVATION OF MANAGEMENT RIGHTS**

**16.01** The Management of the works and the direction of the working forces including the right to hire, suspend, transfer or discharge for proper cause, the right to relieve employees from duty because of lack of work or for other legitimate reasons, the maintenance of order, discipline and efficiency, the maintenance and enforcement of reasonable plant rules and regulations, is vested exclusively in the Company, provided, however, that in exercise of such functions the Company shall comply with the provisions of this Agreement and shall not discriminate against any employees or applicants for employment because of their membership in or lawful activity on behalf of the Union. It is understood that any act of the Company taken hereunder affecting wages, hours of work, plant rules, or other conditions of employment, of any employee, may be made subject for a grievance and handled under the Article of the Agreement covering Grievance Procedure.

**16.02** To manage the industrial enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to determine the number and location of plants, the products to be manufactured, method of manufacturing, kinds and location of machines and tools to be used, processes of manufacturing and assembly, the engineering and designing of its products, and control of materials and parts to be incorporated in the products produced, is the exclusive right of Management.

#### **Article 17 - UNION NOTICES**

**17.01** Bulletin boards shall be provided in conspicuous places in the plant for the display of notices advertising meetings of the Union and other material of interest to the members.

## **Article 18 - SAFETY AND HEALTH**

**18.01** The Management shall make provision for the safety and health of the employees during the hours of their employment.

**18.02 (a)** A first aid person having St. John Ambulance training or its equivalent, shall be available at all times.

**(b)** The Company will annually arrange and pay course fees for First Aid training or retraining. Courses are to be taken outside of regular working hours and will not be paid time.

**18.03 (a)** The Company shall make available and pay for the following personal and safety equipment. This equipment remains the property of the Company and should the employee either not need the equipment on the job anymore or leave the employ of the Company, it must be returned or the employee will be charged the cost of the equipment:

- 1.** One pair of plain safety glasses.
- 2.** Hard hats and disposable paper liners when needed.
- 3.** Gloves, aprons, rainwear, and/or oil resistant shoe and clothing protectors when needed.
- 4.** Hearing protectors when needed.
- 5.** Two (2) new pair of coveralls per year for all employees working on the following classifications, if requested:
  - 1.** Electrician
  - 2.** Maintenance Employee First, Second and/or Third Class
  - 3.** Motor Vehicle Repair Class "A" Mechanic
- 6.** Hammer handles when needed.

**(b)** Employees with six (6) months seniority shall be paid \$80 towards the cost of safety shoes, once each calendar year. Payment will be made upon submission of receipts or failing that, on the first payroll after December 1st each year. Employees must wear safety shoes with a leather or neoprene type sole. No employee shall receive more than one \$80 payment per calendar year. Employees who are not actively at work on

December 1st shall not be entitled to payment for that year. Effective 1999 the payment will increase to \$90. Effective 2000 the payment will increase to \$100.

**18.04** The Company agrees to:

1. Provide adequate heating facilities in an attempt to maintain the temperature in indoor departments at suitable working levels.
2. Supply vehicles which work outside 75% of the time with cabs, heaters, and windshield wipers.
3. Give eight (8) hours notice to employees transferred in cold weather to either inside or outside work so that they may dress according to the weather and working conditions. If eight (8) hours notice has not been provided, the Company shall supply appropriate attire.
4. Supply parking ~~lots~~ for the convenience of its employees. These lots will not be supervised by the Company, and any damage to employees' vehicles caused because of a lack of supervision or maintenance shall not be the responsibility of the Company. Decisions regarding the location, lighting, upkeep, and supervision of these areas shall be the exclusive right of the Company. The Company will be responsible for any damage caused by the negligent operation of Company vehicles or the accidental impact of any Company materials during the regularly scheduled working hours of the employees involved.
5. Repair and pay for any of its employees' prescription safety glasses which are damaged on the job while the employee is working for the Company, unless the damage is covered under WSIB.

**18.05** The Company will pay the cost of one (1) pair of prescription safety glasses once every 24 months provided the glasses are purchased through the Company. Photochromic lenses will be allowed if the optometrist writes on the prescription that they are "required for health reasons". In order to be eligible, employees must be actively at work.

**18.06** The Company shall have the right to refer any employees to a Medical Doctor of its choosing at any time whether or not the employees are under the care of their own

Doctor. Should the employees' Doctor disagree with the diagnosis of the Company Doctor, employees shall have the right to a third opinion from a mutually agreed upon Medical Doctor at the Company's expense.

#### **Article 19 - CALL- IN PAY**

**19.01** All employees shall, on emergency calls, receive a minimum payment equal to four (4) hours straight time at their basic hourly rate, except where the call-in period extends into and overlaps the employees regular scheduled starting time. In such case the employee shall be entitled only to payment at time and one-half (1 1/2) for all consecutive hours worked in excess of eight (8) in the total work period (call-in and regular shift).

#### **Article 20 - GROUP INSURANCE**

**20.01 (a)** The Company agrees to contribute the total cost (billed premiums) of the present Group Life, Health and Accident Insurance Plan, Dental Plan, (or comparable coverage with another carrier) during the term of this agreement for all employees covered by the agreement in accordance with the eligibility requirements of the said plan or its substitute. Benefits will begin on the first calendar day following completion of the probationary period.

**(b) (i)** The drug portion of the present plan shall provide one hundred per cent (100%) reimbursement of all prescription drugs after a \$3 per prescription deductible. The plan will provide a pay direct (drug card) O.D.B. type plan. Receipts for drugs requiring a prescription which are not covered by the O.D.B. portion of the plan, will be reimbursed upon submission.

Effective July 1, 1998, the plan will be changed to provide pay direct coverage at the \$3 per prescription deductible for all drugs requiring a prescription.

The drug plan will include coverage for early retirees who are eligible for the \$50 per month bridge outlined in Article 23.01 (b).

**(ii)** The present plan shall include Short Term Disability coverage at \$325

for the first 2 weeks and \$285 per week thereafter, for a period not to exceed twenty-six (26) weeks, payable from first day of accident or hospitalization, including out-patient surgery, and from the fourth day of sickness. Effective January 1, 1999, the coverage will increase to \$325 for the first 2 weeks and \$295 per week thereafter. Effective January 1, 2000, the coverage will increase to \$325 for the first 2 weeks and \$305 per week thereafter. Employees not actively at work on these effective dates will be eligible for the increased benefit upon meeting the eligibility requirements of the plan. Any employee receiving Short Term Disability benefits will not receive the benefit on any day he/she receives Holiday pay.

(iii) The present plan shall include member life insurance of \$27500 with corresponding A.D. & D. benefits, Dependent Life insurance of \$1000, a \$4,000 face value life insurance policy on retirees for the remainder of their lives, and optional life insurance with employee paid premiums by payroll deduction. The member life insurance will increase to \$29000 effective January 1, 1999, and to \$30000 effective January 1, 2000.

(iv) Vision Care Plan will provide up to \$200 every twenty-four (24) months for employees and dependents towards the cost of prescription eye wear.

(v) The present plan shall include a Long Term Disability benefit of \$1300 per month offset by C.P.P. and WSIB. benefits for a maximum period of sixty (60) months following a twenty-six (26) week qualifying period. Effective January 1, 1999, the benefit will increase to \$1325.

Effective January 1, 2000, the benefit will increase to \$1350. Employees not actively at work on these effective dates will be eligible for the increased benefit upon meeting the eligibility requirements of the plan.

(vi) The present plan will include Travel Assistance benefits.

#### **Article 21 - DENTAL PLAN**

**21.01** The Company will provide the full cost of a basic dental plan with 9 month recall and features similar to Ontario Blue Cross Plan No. 7 , plus, fifty percent (50%) coverage for dentures, root canals, crowns and caps, and, fifty percent (50%) coverage

for orthodontics for insured dependant children under age 19. The plan will be based on Ontario Dental Association fees issued two years prior to the date of dental service and subject to \$25 deductible per family per year.

#### **Article 22 - COMPANY PENSION PLAN**

**22.01** With effect from January 1, 1979, the Company will provide, at no cost to the employees, a pension plan as set out in the attached: Non-contributory Pension Plan For Hourly Rated Employees of TDS, A Division of TDS Group Limited, at its Hagersville and Tillsonburg Factories.

#### **Article 23 - RETIREMENT**

**23.01 (a)** All employees will retire upon reaching the age of sixty-five (65). Any employees who have reached the retirement age as specified above may be recalled to perform certain skilled duties up to a maximum of two (2) years. These employees shall be provided all benefits as contained in the Agreement, including vacation entitlement accrued to their normal retirement date. Such employees shall have no seniority rights and shall be the first to be displaced in event of lay-off.

**(b)** An employee electing to retire early whose age plus years of company service equals ninety-five (95) points, will be eligible for the unreduced early retirement pension plus a bridge of \$50 per month from the first full month of retirement up to and including the month during which the member reaches age 65. Such bridge will be paid by TDS in a lump sum in the first month immediately following retirement.

#### **Article 24 - COST OF LIVING ALLOWANCE**

**24.01 (a)** All employees shall be entitled to Cost of Living Allowance generated in accordance with this Article.

**(b)** Any cost of living allowance generated from the following clauses in this article, will not affect basic hourly wage rates as specified in Schedule "A" of Local Agreements but will be applied as an end-adder to the earnings of all hours actually

worked. There will be no pyramiding. The amount of any cost of living allowance will not be included when computing overtime premiums, call-in pay, shift premiums, or bonus payments of any kind.

**24.02** Effective January 1, 1998, a cost of living allowance, if any, shall be calculated monthly and paid to all employees on the following basis:

(1) The Statistics Canada All Canada Consumer Price Index (1986=100) published for December 1997 will be the basis for the calculation.

(2) The payment shall be:

One cent (\$.01) per hour for each 0.40 point increase by which the CPI published for the month of December 1997 is exceeded beyond 6% by the CPI published for the month of January 1998.

(3) One cent (\$.01) per hour for each 0.40 point increase by which the CPI published for the month of December 1997 is exceeded beyond the 6% by the CPI published for the month of February 1998.

(4) This formula will continue on a monthly basis up to and including December 1998; and from January 1999 up to and including December 1999; and from January 2000 up to and including March 2001.

The allowance calculated above will be paid on a weekly basis for hours worked only, effective the commencement of the first full pay period following March 15 or April 15 or May 15, etc. to April 15, 2001.

**24.03 (a)** Cost of Living Allowance calculated at the end of any month shall not be included in the next month's calculation.

(b) If there is a decrease in the CPI on the basis of the monthly comparison, the allowance shall be adjusted downward by using the formula set out above.

(c) No adjustment retroactive or otherwise shall be made due to any revision which may later be made in any Consumer Price Index published by Statistics Canada.

(d) The continuance of the Cost of Living Allowance shall depend upon the availability of the CPI calculated on its present basis and in its present form. In the event the form of the Consumer Price Index changes or is no longer available, the parties shall





meet for the purpose of negotiating a comparable formula to apply, subject to other conditions herein, for the balance of the term of this Agreement. .

#### Article 25 - EXPERIENCEDTEAMS

**25.01** The Company recognizes the value of experienced teams and will keep the members together. However, in order to operate the Factory efficiently, it will sometimes be necessary to split them up. When this happens, it will usually be only for a short time and the Company will re-group the members as soon as possible, in accordance with the terms of the Agreement.

#### Article 26 - PLANT CLOSURE

**26.01 (a)** In the event of the planned closure of the entire plant, the Company will notify the Union as soon as possible of such plans but in any case not less than two (2) months prior to the closing date.

**(b)** Any severance pay would be calculated in accordance with the Employment Standards Act of Ontario as at March 18, 1998.

#### Article 27 - OVERPAYMENT

**27.01** If employees are overpaid, the Company shall have the next thirty (30) calendar days in which to find the error. If not discovered within that period, the employee concerned is no longer liable for the repayment. Similarly, the Company shall not be liable for underpayments which are not discovered within 30 days of the error.

#### Article 28 - DURATION AND RENEWAL AGREEMENTS

**28.01** The parties hereto mutually agree that this Agreement shall remain in effect until March 31st, 2001 unless not more than 90 days nor less than 60 days notice of desire to amend or terminate shall be given prior to the expiry date of this Agreement. If no renewed Agreement is reached at the expiration of this contract, and negotiations are continued, the Agreement shall remain in force up to the time a subsequent Agreement is

reached, or until Conciliation services under the Labour Relations Act have been exhausted. If notice of desire to amend this Agreement is given by either party, the other party agrees to meet for the purpose of negotiations within ten (10 ) days after the giving of such notice, if requested to do so.

**28.02** The Company will pay \$125 each per day spent negotiating renewal Agreements with the Company to each employee on the Union Negotiating Committee. The maximum number of employees on the Union Negotiating Committee shall be established based on the number of bargaining unit members at the Factory ninety (90) days prior to the expiry of the Collective Agreement:

300 or less employees - 3 members

301 to 600 employees - 4 members

601 or more employees - 5 members

**28.03** The Company shall pay the total cost of printing the Agreement

#### **Article 29 -JOB POSTINGS**

**29.01** When new jobs are created, or should vacancies in permanent jobs occur for a period of over three (3) working days, the Company will post, within the next three (3) working days, such new jobs or vacancies for a period of three (3) working days to permit employees with seniority to apply in accordance with this Agreement.

**29.02** Each job in the Factory shall be located in or attached to a specific department and all job postings shall specify which department the job is attached to. A general description of the job including the department number, name and location of the job and the requirements needed to perform it will appear on each job posting. When the same job classification is being performed in more than one building, job postings will be distinguished by using different department numbers for each building. Job postings will specify the department and building number.

**29.03** Should two or more employees apply, the Company in making its decision will be governed by the following factors:

1. Seniority;
2. Skill, ability and physical fitness;
3. Employees will not be selected under 1. solely if they are not acceptable under 2.;
4. When a job vacancy arises or when a job is created, any time spent by the employees working on the job during the job posting procedure required to fill the job, shall not be considered as skill on the job when selecting the successful applicant.

**29.04** If no suitable applications are received, the Company reserves the right to hire anywhere outside the bargaining unit.

**29.05** Successful applicants shall be given proper job instructions either by the Production Supervisor or a qualified employee to ensure that they have a fair trial

**29.06** Successful applicants selected under this provision shall be given a fair trial period of up to one hundred and sixty (160) actual working hours to demonstrate their ability to do the job. The Company will award the job to such employees who demonstrate by the trial period that they have the ability to do the job. The Company may remove from the job employees who, during or at the conclusion of the trial period, demonstrate that they are not capable of performing the work on the job in a satisfactory manner. Such a removal may be subject to the grievance and arbitration procedures. In cases where it is clearly obvious that to continue employees on the trial period longer than one (1) day would constitute a safety hazard to themselves, their fellow workers or the machine they are operating, such employees may be removed prior to the completion of the regular trial period and returned to their former job.

**29.07** Notwithstanding the above, the employees must complete one hundred and sixty (160) hours before they are awarded the job.

**29.08** The Company shall notify successful applicants and post their names on the bulletin board within three (3) working days following the posting period. Successful applicants shall be installed in their new jobs within five (5) working days of notification except when special classification jobs under Schedule A are involved, in which case the installation shall take place when a suitable replacement has been found.

**29.09** No employee can be declared the successful applicant for a job posting if that job would mean that said employee has been the successful applicant more than three (3) times in the last consecutive twelve (12) month period. Rejection during the trial period or job discontinuance will not be considered one of the three (3) job postings referred to herein.

**29.10** At their written request during or immediately upon completion of the trial period, successful applicants will have the option of returning to the job they occupied prior to beginning their trial period. Employees who wish to exercise this option, may do so regardless of who may have been awarded their previous job. The employees who posted to and replaced the returnees may then return to their previous job regardless of who may have it, and so on until all employees who have posted to and received new jobs in the chain of job postings arising out of the original posting have returned to their previous job.

**29.11** If vacancies in permanent jobs or newly created jobs do not remain active for at least one hundred and sixty (160) actual working hours, the employees who most recently posted to those jobs shall be returned to their previous jobs. The employees who posted to and replaced the returnees may then return to their previous job regardless of who may have it, and so on until all employees who have posted to and received new jobs in the chain of job postings arising out of the original posting have returned to their previous job.

**29.12** When conditions warrant, the Company may combine not more than three (3) jobs in order to maintain adequate job coverage. One of the jobs of those which together form a combined job, shall be designated as the key job. Key jobs shall be considered to be the employee's posted job. When this occurs, if the jobs are in the same job classification, the combined job will be awarded to the senior employee affected by the change. If the senior employee is unable to perform the combined job because he lacks skill, ability or physical fitness, such job will be awarded to the next senior employee affected by the change. If none of the employees affected by the change are able to perform the combined job, or if the jobs are in different wage or job classifications, the combined job will be posted according to this Agreement. The trial period for a combined

job shall not exceed 160 actual working hours. All hours worked on any one of the jobs shall count towards completion of the trial period.

**29.13** When conditions are such that a combined job should be separated into more than one job, the jobs so created shall be offered in order of seniority, to the employees who performed the combined job. One of the jobs of those which together form a combined job, shall be designated as a key job. Key jobs shall be considered to be the employee's posted job for purposes of:

1. selecting overtime workers,
2. job discontinuances,
3. temporary transfers

and shall be listed first for easy identification.

**29.14** It may be necessary to post for jobs which will require the employee during part of their time to perform available work. When this occurs, the employee will be paid the regular classification wage rate for the posted job.

**29.15** If a discontinued job is activated within ninety (90) calendar days, the most senior employee who is displaced or discontinued from the job and who held the job for at least thirty (30) calendar days, must then return to the job.

**(a)** If a discontinued job becomes active for four **(4)** hours or less in one shift, the job will not be considered as reactivated. Should a job become active for less than eight (8) hours in one shift, the job will be reactivated on paper only. However, should a job become active for eight (8) hours or more, the employee previously in the job will be physically reinstated and documented unless the employee involved is working on a different shift in which case the reinstatement will be documented but the employee involved will not be physically reinstated until the following Monday.

**(b)** Any discontinued job activated after ninety (90) calendar days shall be posted in accordance with this Agreement.

**29.16** Two (2) openings arising from the original job posting will be posted. Thereafter, the open job will be posted with the qualifications that only available workers may apply.

**29.17** The Company agrees to accept phone calls to the Human Resource Department from employees who are absent due to sickness, WSIB, leave of absence or vacation so that those employees may ascertain which jobs if any, are presently posted on the Factory bulletin boards. The HR Department will give a call number to those employees who call, and will also, if requested, place such employees' names on any of the above job postings. If having followed this procedure, employees are selected as the successful candidates for the posting, they shall report to these posted jobs upon their return provided they are able to perform the duties and the job is active. During the absence, the jobs shall be filled in the same manner as outlined in 29.18 below.

**29.18** If jobs become vacant due to sickness or injury which does not exceed sixty (60) calendar days, those jobs may be filled on a temporary transfer basis. If the employees in question are off longer than sixty (60) calendar days or as soon as the Company knows that the employee will be off longer than sixty (60) calendar days, the vacancy may be filled by posting for a temporary replacement. On returning to work the above mentioned employees shall be entitled to return to the last active job they held for thirty (30) calendar days prior to sickness or injury, provided they are able to perform the duties and the job is active. Any employees who filled the vacant job through the temporary posting will return to the last active job they held for thirty (30) calendar days prior to the temporary posting. The Company shall be required to post only once for a temporary replacement.

**29.19** If after following the provisions of the foregoing, two or more employees appear entitled to the same specific job, seniority shall prevail.

### **Article 30 - JOB DISCONTINUANCE AND LAY OFF**

**30.01** The Company will identify the jobs which are to be discontinued. Whenever fewer than all of the jobs in a classification within a department are to be discontinued, the Company shall discontinue the jobs filled by the most junior employees in the classification within the department.

**30.02** The employees who filled the discontinued jobs shall be entitled to exercise their seniority in the following sequence:

1. They may elect to bump the Factory's most junior employee posted in their classification;
2. They shall return to a posted job which they have previously held for at least thirty (30) calendar days;
3. They may elect to bump the Factory's most junior employee posted in the classification of the previously posted job referred to in No. 2 above;
4. They shall be placed on available work provided that they are able to perform the work in a satisfactory manner.

**30.03** Employees discontinued as a result of 30.02 may also exercise their seniority in accordance with 30.02.

**30.04** In each case, the discontinued employees shall be the most junior of those employed in the job.

**30.05** When considering previous posted jobs for discontinuance purposes under 30.02, they shall be listed beginning with the posted job most recently performed and ending with the last posted job performed in the twenty-four (24) months prior to the date of discontinuance. If the twenty-four (24) month period does not include at least three (3) previous posted jobs, then the time period will be extended until at least three (3) posted jobs are listed.

**(a)** In compiling the list of previous jobs, those jobs which have been divided into two or more jobs shall be listed one after the other with the key job (where applicable) listed first.

**(b)** Previous jobs which have been combined with other jobs shall not be listed unless the employee has performed the same key job which has now been combined.

**30.06** When it is apparent that an employee will be laid off out of seniority order, the following procedure will apply:

1. the employee must bump a junior employee posted or on available work;

2. starting from the bottom of the seniority list, they must take the first job they are capable of performing;
3. if the bumping employee's previous posted job is reinstated within ninety (90) calendar days of discontinuance, they must return to that job.
4. if it is found that the bumping employee is not capable of performing the job or the employee returns to his/her previously posted job in accordance with 3. above, the most senior employee displaced or discontinued from the job shall be returned to the job.
5. notwithstanding the above, if the employee to be laid off displaces a junior employee on a posted job, the junior bumped employee would then exercise his/her rights under 30.02 and following.

**30.07** When all the bumping has occurred in accordance with the above, those employees without work shall be laid off.

**30.08** If employees are laid off in accordance with these provisions for any period up to sixty (60) calendar days, the job they performed may be filled on a temporary transfer basis by another employee in accordance with Article 31. When the laid off employee is eligible to be returned to work he/she will be returned to his/her previous job, if it is still active and sixty (60) calendar days have not passed.

(a) If the lay-off has extended beyond sixty (60) calendar days, the permanent job in question will be posted according to the job posting procedure set out in Article 29. When the laid off employee is eligible to be returned to work he/she shall take whatever work is available.

### **Article 31 - TEMPORARY TRANSFERS**

**31.01** A temporary transfer is the assignment of employees who hold active posted jobs to jobs other than those to which they are posted.

**31.02** If employees hired prior to December 11, 1989 perform jobs in more than one classification rate of pay during a shift, they shall receive for the complete shift, the regular classification rate of pay of the highest paying of the jobs performed.



(a) If employees hired prior to December 11, 1989 are transferred from their posted job they shall receive for as long as they are transferred, their own regular classification rate of pay or the regular classification rate of pay for the job to which they are transferred, whichever is higher.

**31.03** When the Company finds it necessary to reassign available workers or temporarily transfer posted employees, the following procedure will apply in selecting the employees to be moved:

1. They will be selected from the job classification and department which can best spare a worker at the time.
2. If two or more employees in the job classification and department appear to be equally qualified, the available workers will be moved before posted employees, the most junior first, unless one of them with more seniority who has previously worked on the job to be filled, wish to take the transfer.

**31.04** Temporary transfers shall be those of no longer duration than forty-five (45) days under normal conditions. Transfers may be longer than 45 days when the transferred employee agrees, and/or in abnormal conditions. Abnormal conditions include periods of significant decrease in work, such as strikes, shortages of supplies, cut back in deliveries, and, periods of significant increase in work, such as vacation and hiring periods. Employees will not be involuntarily temporarily transferred for more than 90 total working days in any 12 month period.

#### **Article 32 - CANADA PENSION PLAN**

**32.01** The Company agrees to contribute the total cost of the premiums for the existing Canada Pension Plan for all employees hired prior to December 11, 1989, during the term of this Agreement.

#### **Article 33 - CLASSIFICATION OF WAGE RATES**

**33.01** The Classification of Wage Rates for all employees are those contained in Schedule "A" which is attached to and forms part of this Agreement.

**Article 34 - BONUS PLANS**

**34.01** The provisions of the Bonus Plans are contained in Schedule "B" which is attached to and forms part of this Agreement.

SIGNED THIS 1st DAY OF SEPTEMBER, 1998

**FOR THE COMPANY**

Peg Andrews  
Wayne Mawhiney

**FOR THE UNION**

Jim Allison  
Steven Phillips  
Robert L. Clark  
Saul Marques

**NON-CONTRIBUTORY PENSION PLAN  
FOR HOURLY RATED EMPLOYEES  
OF TDS,  
A DIVISION OF TDS GROUP LIMITED  
at its Hagersville and Tillsonburg Factories**

With effect from January 1, 1979, the Company will provide, at no cost to the employees, a pension plan with detailed provisions as set out below.

**ELIGIBILITY**

Any such employee who has not attained age 65 would automatically join the Plan at the later of January 1, 1979 or the completion of two years of Continuous Employment.

**CONTRIBUTIONS**

All contributions required under the Plan, as determined by periodic actuarial calculation, would be paid by the Company. Such contributions would be deposited in a pension trust fund, and would be invested only in the types of securities permitted under provincial and federal legislation. No part of the fund assets could at any time be returned to the Company.

**RETIREMENT**

Normal retirement date would be the first of the month following or coincident with the member's attainment of age 65. Early retirement on an immediate pension would be permitted at any time up to 10 years prior to normal retirement date. The early retirement pension would be the amount accrued for service to date of retirement reduced by one half (1/2) per cent per month for up to 60 months early and by a further one quarter (1/4) per cent per month in excess of 60 months early. The accrued early retirement pension would be unreduced if age plus years of company service equals ninety-five (95) points.

**NORMAL PENSION**

The pension payable to a member at normal retirement and/or unreduced early retirement would be:

\$ 6.25 per month per year of Credited Service, January 1, 1979 - December 31, 1987.  
\$10.00 per month per year of Credited Service, January 1, 1988 - December 31, 1989.  
\$14.00 per month per year of Credited Service, January 1, 1990 - December 31, 1992.  
\$15.00 per month per year of Credited Service, January 1, 1993 - December 31, 1993.  
\$16.00 per month per year of Credited Service, January 1, 1994 - December 31, 1995.  
\$18.00 per month per year of Credited Service, January 1, 1996 - December 31, 1998.  
\$25.00 per month per year of Credited Service, January 1, 1999 - December 31, 1999.  
\$27.00 per month per year of Credited Service, January 1, 2000 - onward.

A member's Credited Service would be the period of continuous employment after January 1, 1979 while compensated as an hourly-rated employee in one of the covered locations. The pension would normally be paid monthly for the lifetime of the retired member, with the further guarantee that if the retiree died before receiving 60 monthly payments, then the designated beneficiary or estate would continue to receive the pension until a total of 60 monthly payments in all had been made. However, if the member has a spouse at date of retirement, then a lower lifetime pension with no guaranteed period will be paid, but with 60% of the member's pension continuing to the spouse for his or her lifetime after the member's death.

#### **ALTERNATIVE FORMS OF PENSION**

A member without a spouse may elect, prior to retirement, an alternative actuarially equivalent pension instead of the normal form of lifetime payments with 60 months guaranteed. A member with a spouse must take the spousal pension unless the member and spouse waive their entitlement to the 60% spousal pension.

#### **DEATH**

If the member dies after 10 years of Credited Service, the designated beneficiary or estate would receive the actuarially calculated lump sum value of the pension accrued to date of death. If the member dies after 2 years but before 10 years Credited Service, the lump sum value of the pension accrued after 1986 will be paid to the spouse or beneficiary. If the member dies after pension payments have commenced, then the designated beneficiary or estate would receive the guaranteed payments, if any remaining, or a continuing pension, in accordance with the normal or alternative form elected.

#### **TERMINATION OF EMPLOYMENT**

If the member has completed 2 years of Credited Service, the pension accrued to date of termination would be fully vested as a deferred pension payable from the normal retirement date.

#### **DISABILITY**

A member who is medically certified as totally and permanently disabled would retire on an immediate pension which would be the pension accrued to date of disablement reduced by one quarter (1/4%) per cent per month by which pension commencement precedes normal retirement date.

#### **ABSENCES**

Unpaid absence from work would result in a suspension of further accrual of benefits until return to work, except that Credited Service would continue to accrue during Company-approved paid leave of absence or while receiving Short Term Disability benefits.

**SCHEDULE "A"  
CLASSIFICATION OF WAGE RATES**

**PART I:** Employees hired prior to December 11, 1989

**Effective the closest Monday to:**

<b>YARD</b>	<b>JAN 1 1998</b>	<b>JAN 1 1999</b>	<b>JAN 1 2000</b>
8,000lb Container Handler	12.59	12.91	13.24
Fork Lift Truck Operator	12.34	12.66	12.99
Shunter	12.34	12.66	12.99
Receiver Checker	12.24	12.56	12.89
Shipper Checker	12.24	12.56	12.89
Receiver	12.14	12.46	12.79
Shipper	12.14	12.46	12.79
Lumber Handler	12.14	12.46	12.79
<b>MAINTENANCE</b>			
Electrician	13.09	13.41	13.74
Class "A" Mechanic	15.83	16.53	17.23
Machinist	12.79	13.11	13.44
Maintenance Lead Hand	12.79	13.11	13.44
Maintenance Employee First Class	12.69	13.01	13.34
Saw Filer	12.44	12.76	13.09
Set-up and Repair Nailing Guns	12.34	12.66	12.99
Dump Truck Operator	12.24	12.56	12.89
Maintenance Employee Second Class	12.24	12.56	12.89
Maintenance Employee Third Class	12.14	12.46	12.79
Mechanical Sweeper	12.14	12.46	12.79
<b>WAREHOUSING AND DISTRIBUTION</b>			
Fork Lift Truck Operator	12.34	12.66	12.99
General Labourer	12.14	12.46	12.79
<b>EXPORT PACKING</b>			
Packer Nailer	12.34	12.66	12.99
Fork Lift Truck Operator	12.34	12.66	12.99
Checker	12.24	12.56	12.89
Banding Operator	12.14	12.46	12.79
Stenciller	12.14	12.46	12.79
Sweeper	12.04	12.36	12.69

**PART I:** Employees hired prior to December 11, 1989

<b>Effective the closest Monday to:</b>	<b>Jan 1 1998</b>	<b>Jan 1 1999</b>	<b>Jan 1 2000</b>
<b>INDUSTRIAL WOOD PRODUCTS</b>			
Assembler CKD Export Box Shooks	12.34	12.66	12.99
Fork Lift Truck Operator	12.34	12.66	12.99
Making jigs, fixtures, forms etc.	12.24	12.56	12.89
Quality Control Checker	12.24	12.56	12.89
Set-up and Operate:			
.overhead dado saw	12.24	12.56	12.89
plywood table saw	12.24	12.56	12.89
.swing or cut off saw	12.24	12.56	12.89
.table multiple boring machine	12.24	12.56	12.89
Assembler	12.14	12.46	12.79
Assemble Cliplok	12.14	12.46	12.79
Banding Operator	12.14	12.46	12.79
Set-up and Operate:			
.band saw	12.14	12.46	12.79
.planer	12.14	12.46	12.79
.rip saw	12.14	12.46	12.79
.single boring machine	12.14	12.46	12.79
.table saw	12.14	12.46	12.79
Sweeper	12.04	12.36	12.69
Tailing Machines	12.04	12.36	12.69
<b>Special Classifications</b>			
Leader - responsible for the correct assembly or production by a specific group	12.69	13.01	13.34

**PART II. Employees hired after December 11, 1989.**

1. Rates apply to all classifications in each of the Plants listed in Part I of this Schedule except as specified herein.
2. Employees (including probationary employees pursuant to Article 10.02 (c) ) who earn bonus while working on incentive, shall be paid such bonus in accordance with the Incentive Plan in Schedule "B" of this Agreement.
3. Rate increases shall start on the first Monday following the completion of 3, 6 and 12 months of service.

<b>Effective the closest Monday to:</b>		<b>Jan 1 1998</b>	<b>Jan 1 1999</b>	<b>Jan 1 2000</b>
Class " A Mechanic	Start	15.08	15.78	16.48
	3 mos.	15.33	16.03	16.73
	6 mos.	15.58	16.28	16.98
	12 mos	15.83	16.53	17.23

**Industrial Wood Products Plant:**

Assembler CKD Export Box Shooks

Set-up and Operate

. plywood table saw

. swing or cut off saw

. table multiple boring machine

. band saw

. planer

. rip saw

. single boring machine

. table saw

Assembler

Tailing Machines

**All other classifications**

Start	11.60	11.80	12.10
3 mos	11.92	12.27	12.62
6 mos	12.27	12.62	12.97
12 mos	12.50	12.87	13.25
24 mos	12.90	13.22	13.60

## SCHEDULE "B" - BONUS PLANS

### 1. INCENTIVE PLAN - INDUSTRIAL WOOD PRODUCT MANUFACTURING

#### Definitions

(1) For the purpose of the Incentive Plan the following definitions shall apply: **STANDARD PERFORMANCE** is the productivity of an average person, fully qualified and able, working at a normal pace and following prescribed methods.

An **INCENTIVE STANDARD** or **RATE** is standard performance expressed in terms of the time expected to complete a particular unit of work. It includes allowance for minor delays and for personal needs and fatigue.

An **ELEMENT** shall be one of the component parts of an operation and shall consist of one or more motions that pertain to a distinct phase of the operation. Notwithstanding anything said above, the element or elements that have been recorded on the pertinent Company time study sheets which are subject to revision, shall satisfy the definition of the word "element".

An **INCENTIVE JOB** is a job for which the Company has or will establish incentive standards for the majority of its various tasks. Incentive jobs may involve a certain amount of time and number of tasks which are not on incentive.

**TIME ON INCENTIVE** is the time an employee is assigned to tasks for which time standards have been established.

**BONUS** is the difference between the incentive standard and the time actually on incentive. It is paid at the classification rate of pay for the job on which it was earned.



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### **General Provisions**

(2) Employees performing work for which incentive standards have been established will receive actual earned bonus calculated on a weekly basis. Incentive standards will be set by the Company to provide for increased earnings directly proportional to standard performance. Standards shall be fair and equitable and shall be established and maintained to provide a weekly bonus opportunity of at least 25% of the applicable classification rate while actually working on incentive.

(a) The Company agrees that at the very least, temporary incentive rates for nailing work will be implemented within 60 days.

(3) No employee shall be disciplined or laid-off because of a failure to earn a bonus

### **Establishing Incentive Standards**

(4) (a) When the Company changes existing incentive standards established by it, such change shall be based on at least one of the following factors:

1. Clerical error.
2. Change in job method, material, equipment or design.
3. Change in sequence of operations.
4. Interference allowance.
5. Change in working conditions.
6. Weighting of variable elements such as shortages, multiple orders, etc.

(b) Notwithstanding (a) above, it will not change existing incentive standards until such time as the cumulative effect of any of the factors referred to in (a) above together result in a change in the incentive standards in excess of 5%. Where such job changes have occurred, the changes in the incentive rate will be limited to those elements of the job changed or directly affected by the change.

(5) In the event a change of 5% or more in a task results in a revised incentive rate, or should a new incentive rate be established, there shall be a trial period of thirty (30) working days or other mutually agreed upon time period. If the Union should contend that the revised or new incentive rate violates the provisions of the Plan, a grievance may be filed within five (5) working days, or other mutually agreed time period, after the expiry of the trial period.

(6) If no settlement of the grievance is reached at the second step of the grievance procedure, the Union shall have the right to have a time study person of their own choosing and at their own expense, enter the Factory and with the Company time study person, observe and time study the job in question.

(7) The Union time study committee shall have an opportunity to examine material or information, other than confidential, relevant to the establishment of any incentive rate or method change which is in its trial period and/or the subject of an unresolved grievance. The examination shall be limited to not more than two (2) members of the Union Time Study Committee.

(8) The Company will provide any training necessary to ensure that at any given time there are two (2) Union time study personnel trained in Company time study methods.

(9) The Company shall supply copies of reasons of rate changes to the Union and departmental Steward before implementing revised incentive rates.

**Plant Wide indirect Bonus**

(10) Subject to paragraphs (11) and (17), a Plant wide indirect bonus will be paid on a weekly basis for all indirect and non-incentive work performed in the Industrial Wood Product Manufacturing Plant. This bonus shall not be less than one dollar and seventy-five cents (\$1.75) per hour worked on indirect or non-incentive work.

(11) If incentive employees are required to perform any non-incentive or indirect job with the exception of set-up or miscellaneous delay, they shall receive the Plant wide bonus for the time spent on this job.

(12) In calculating the indirect bonus the following procedure will apply:

1. The clock time and total time earned of the following will be excluded when a bonus factor is being calculated:

Incentive employees who are not qualified.

The time spent by incentive employees on production day work other than set-up or miscellaneous delay.

2. Calculate the total clock time of all employees in the Plant for the week, with the exception of those exempted in 1. above.
3. Calculate the total time earned of all employees in the Plant for the week, with the exception of those exempted in 1. above.
4. Divide the total time earned (3. above) by the total clock time (2. above) to arrive at the plant bonus factor.
5. The indirect or non-incentive time worked by each employee in the plant subject to paragraphs (11) and (17) will be multiplied by the plant bonus factor (4. above) to arrive at a total time earned. The employee will then be paid this amount of time at his/her classification wage rate.

(13) The one dollar and seventy-five cents (\$1.75) per hour minimum mentioned in paragraph (10) shall be considered on a weekly cumulative basis.

(14) It is possible that an employee, because of having worked on different jobs or in more than one department, may be entitled to a bonus under one or more of the above sections. When more than one bonus is earned the following rule shall apply:

No direct incentive bonus can be reduced because of a minus indirect bonus.

(15) The bonus factor mentioned above shall be adjusted in the following pay period to correct any errors or omissions of a clerical nature.

(16) The bonus factor mentioned above shall not be adjusted to reflect a change brought about by a retroactive adjustment to an incentive rate or earnings unless the said adjustment in the factor is greater than plus or minus one (1%) per cent. eg: If the bonus factor were 125, no retroactive adjustment would be made to the indirect bonus unless the retroactive adjustment to an incentive earnings changed the bonus factor to less than 124 or more than 126.

(17) The Plant Wide Indirect Bonus and the one dollar and seventy-five cents (\$1.75) per hour in paragraphs (10) through (13) shall not apply to employees hired after December 11, 1989.

(18) The time mentioned in the Collective Agreement concerning Paid Holidays, Vacations, Bereavement, or any time attending after hours meetings or training sessions will not be considered in this section.

**Guaranteed Bonus**

(19) A bonus of not less than one dollar and seventy-five cents (\$1.75) per hour will be paid to employees hired prior to December 11, 1989 who are working on but have not yet qualified as an experienced worker on an incentive job. A worker is considered to be experienced after he/she has worked on an job for 160 hours.

**Offshift**

(20) Offshift bonus will not be included in any incentive earnings calculations.

**Overtime**

(21) When employees work overtime the following rules shall be used when calculating their overtime incentive earnings:

1. On their posted job, they shall receive their actual earned incentive bonus calculated on a weekly basis.
2. On a job other than their posted job, or if they are available workers who work overtime on a job other than the one they performed that day, they shall either receive their actual earned incentive bonus calculated on a weekly basis or if they did not earn bonus, be broken even, whichever is higher.

**Reacquaintance**

(22) When an employee is transferred to an incentive job on which he/she previously worked for at least 160 hours, but on which he/she has not worked in the past two years, and in this instance will be required to work as part of a two (2) employee team because a two employee team of experienced workers has been split up, such employee shall be given a period of 40 hours (not necessarily consecutive hours) in which to become reacquainted with the job. During that 40 hour refresher period, his/her partner, if hired prior to December 11, 1989, shall receive either the bonus earned on the job or \$1.75 per hour, whichever is greater. If the partner was hired after December 11, 1989, he/she shall receive either the bonus earned on the job or be broken even, whichever is greater.

## **2. YARD AND MAINTENANCE PREMIUM**

(23) A premium of \$3.99 will be paid to employees hired prior to December 11, 1989, for each hour worked on the Yard and Maintenance Plants jobs listed in Schedule "A". This premium shall be applied only as an add-on to earnings for all hours actually worked. It will not affect and bears no relation to other rates or payments of any kind.

## **3. WAREHOUSING AND DISTRIBUTION AND EXPORT PACKING PREMIUM**

(24) A premium of \$2.40 will be paid to employees hired prior to December 11, 1989, for each hour on the Warehousing and Distribution and Export Packing Plants jobs listed in Schedule "A". This premium shall be applied only as an add-on to earnings for all hours actually worked. It will not affect and bears no relation to other rates or payments of any kind.

## **4. BONUS - TEMPORARY TRANSFER**

(25) Employees temporarily transferred in accordance with Article 31 shall have their bonus opportunity calculated as follows:

1. If posted employees are transferred and are not replaced, their bonus shall be calculated as follows:
  - (a) When transferred to an incentive job for which they are qualified, they shall be paid the bonus earned. If they have not worked on the job in the preceding six months, at their written request on the day of transfer, they shall be broken even for up to eight working hours. If transferred employees are thus eligible to be broken even, and they make up 1/2 or more of a team, all members of the team will also be entitled to be broken even.

- (b) When transferred to an incentive job for which they are not qualified, employees hired prior to December 11, 1989 shall be paid the bonus earned or \$1.75 per hour, whichever is greater; employees hired after December 11, 1989, shall be paid the bonus earned or be broken even, whichever is greater.
  - (c) When transferred to a non-incentive or indirect job, employees hired prior to December 11, 1989 shall be paid the indirect bonus or premium payable in the department to which they are transferred; employees hired after December 11, 1989 shall not be entitled to bonus.
2. If posted employees are transferred and are replaced, their bonus shall be calculated as follows:
- (a) When transferred to an incentive job for which they are qualified, they shall be paid the bonus earned, or their historical bonus, whichever is greater.
  - (b) When transferred to an incentive job for which they are not qualified, employees hired prior to December 11, 1989 shall be paid the bonus earned, \$1.75 per hour, or their historical bonus, whichever is greatest; employees hired after December 11, 1989 shall be paid the bonus earned, or their historical bonus, whichever is greater.
  - (c) When transferred to a non-incentive or indirect job, employees hired prior to December 11, 1989 shall be paid the indirect bonus or premium payable in the department to which they were transferred, or their historical bonus, whichever is greater; employees hired after December 11, 1989 shall be paid their historical bonus.
3. When an employee is transferred by the Company because of better qualifications and as a result a junior employee remains on the transferred employee's posted job, the transferred employee's bonus shall be calculated in accordance with 2. above.

4. When a more senior employee who has previously worked on the job to be filled elects to take a transfer by exercising Collective Agreement seniority provisions, the transferred employee's bonus shall be calculated in accordance with 1. above, regardless of replacement.

**5. BONUS - GRIEVANCE PROCEDURE**

- (26) Employees entitled to payment under Article 14.07:
  1. Shall be paid an indirect bonus or premium payment taken from the department in which they were working immediately prior to the meeting.
  2. Their time shall be recorded as indirect work, but not used in calculating a bonus factor.
- (27) When the Company agrees to pay the grievor for time lost, all bonus or premium payment due for said hours lost, shall automatically be included in the settlement.

**6. HISTORICAL BONUS**

- (28) For the purpose of this Schedule, **HISTORICAL BONUS** is the average weekly bonus earned by an employee in the most recent two (2) pay periods on their posted job and/or a job for which he/she was qualified. It will not be calculated based on time during which historical bonus was paid.

**7. \$1.75 PER HOUR BONUS**

- (29) The \$1.75 per hour bonus referred to throughout this Schedule, will increase to \$2.00 per hour effective January 1, 1999  
\$2.25 per hour effective January 1, 2000.



LETTER OF UNDERSTANDING  
between  
TDS, A DIVISION OF TDS GROUP LIMITED  
at its Hagersville Factory  
and  
Industrial Wood & Allied Workers of Canada  
I.W.A. - Canada Local 500  
ASSEMBLER ASSIGNMENTS

In conjunction with their joint and mutual desire to increase the opportunity to provide continuing and productive employment to all employees, the parties hereby agree as follows:

The Group 3 Classification job Assembler (Code 307) in the Industrial Wood Products Plant shall replace the previous job of "Assemble Bases & Pallets", Schedule "A".

This new job will include the assembly of all non-CKD bases and pallets, CKD boxes with a base under 2500 square inches, other small assembly jobs such as miscellaneous fittings and box sides and ends built using a jig. Qualifications will include the ability to read drawings and do set-ups from them; the ability to operate various hand and power tools including pneumatic nail and staple guns; the ability to accurately measure material using tape measures and/or measuring jigs. Assemblers must possess the physical fitness to safely perform the work without endangerment to themselves and/or fellow workers. In order to retain the job, Assemblers must achieve the minimum time standards established for the various products. Labour standards shall be determined in exactly the same manner as all other standards within the Factory. There shall be no special or unusual allowances within the standards.

The job of Assembler shall be reserved for employees who have physical limitations and/or medical restrictions. If an insufficient amount of work is available for all such employees, it shall be assigned on the basis of seniority. Once a restricted employee is assigned to the job of Assembler, it shall be considered their posted job for all purposes under the Collective Agreement. If either the Company or the Assembler determines that he or she is unable to satisfactorily or safely meet the job specifications and standards, the Assembler shall necessarily be relieved of duties.

Other employees may be assigned to the job on an available work basis and only if there is more Assembler work than that required by restricted employees.

Signed this 1st day of September, 1998.

FOR THE COMPANY

Peg Andrews  
Wayne Mawhiney

FOR THE UNION

Jim Allison  
Steven Phillips  
Robert L. Clark  
Saul Marques

LETTER OF UNDERSTANDING  
between  
TDS, A DIVISION OF TDS GROUP LIMITED  
at its Hagersville Factory  
and  
Industrial Wood & Allied Workers of Canada  
I.W.A. - Canada Local 500  
HOURS OF WORK - YARD

From time to time the Factory hours of work and shift schedules have proven to be incompatible with the site services and material handling business conducted in the Yard (Department 302, 303). For and in consideration of the mutual benefits likely to be obtained by the continuation of this business, the parties hereby agree to the following:

1. Master Agreement Article 5.01 will not apply in Department 302, 303, Yard.  
Substitute:  
The regular work week shall consist of 40 hours, Monday through Friday, scheduled in either 5 eight hours shifts, 4 nine hour and 1 four hour shifts, or 4 ten hour shifts. All hours worked in excess of the full regular shift each day, or any time worked on Saturday will be paid at the overtime rate of 1 1/2 times the regular rate. Any time worked on Sunday shall be paid at 2 times the regular rate.  
It is understood that the hours of work mentioned above shall not be construed to be a guarantee as to the hours of work per day or per week.
2. The following department shifts have been initially scheduled:  
Day Shift
  1. 7:00 a.m. - 3:30 p.m. Monday - Friday
  2. 7:00 a.m. - 4:30 p.m. Monday - Thursday, and  
7:00 a.m. - 11:00 a.m. Friday  
Off Shift (if required)
  1. 4:30 p.m. - 1:00 a.m. Monday - Thursday, and,  
11:00 a.m. - 7:30 p.m. Friday
3. Any changes to the scheduled shifts (2. above) will be discussed in advance with the department staff.
4. Individual employee scheduling will be equitably arranged, and posted in advance when Day Shift 2 and/or the Off Shift is required.
5. This letter will be included in the renewal agreement.

Signed this 1st day of September, 1998

FOR THE COMPANY

Peg Andrews  
Wayne Mawhiney

FOR THE UNION

Jim Allison  
Steven Phillips  
Robert L. Clark  
Saul Marques

LETTER OF UNDERSTANDING  
between  
TDS, A Division of TDS Group Limited  
and  
Industrial Wood & Allied Workers of Canada  
I.W.A. - Canada Local 500  
LONDON FACTORY

It is hereby agreed that should the Company open a factory in London which performs work similar to that performed in its previous London Factory, the Company will:

recognize the collective bargaining rights of I.W.A. - Canada Local 500  
for the new factory, and,

attempt to contact by letter previous London employees who are still in  
need of employment at the time.

Signed this 1st day of September, 1998

FOR THE COMPANY

Peg Andrews

Wayne Mawhiney

FOR THE UNION

Jim Allison

Steven Phillips

Robert L. Clark

Saul Marques

LETTER OF UNDERSTANDING  
between  
TDS, A Division of TDS Group Limited  
at its Hagersville Factory  
and  
Industrial Wood & Allied Workers of Canada  
I.W.A. - Canada Local 500

A shift rotation procedure will be established by the Company and employees assigned or posted to jobs in departments working both shifts must take their rotation unless other arrangements are made which are agreeable to the Company and the employees involved. If such arrangements affect the productivity or efficiency of the department, the employees will return to the normal rotation.

Signed this 1st day of September, 1998

FOR THE COMPANY

Peg Andrews  
Wayne Mawhiney

FOR THE UNION

Jim Allison  
Steven Phillips  
Robert L. Clark  
Saul Marques

LETTER OF UNDERSTANDING  
between  
TDS, A Division of TDS Group Limited  
and  
Industrial Wood & Allied Workers of Canada  
I.W.A. - Canada Local 500

PERSONAL CONDUCT

Both parties are firmly committed to maintaining a safe, profitable and decent workplace in which all individuals are treated with courtesy and respect. Therefore, neither party will tolerate:

- verbal abuse or harassment in the workplace. This includes dealings with fellow employees, supervisors, subordinates, clients, suppliers and/or visitors. Crude, offensive and/or unwelcome comments or vocabulary is not acceptable. Verbal confrontations will be avoided by conducting potentially controversial discussions in private. Any employee who is subjected to abuse or harassment, should immediately report the circumstances to a member of the Union Executive, a Supervisor, Manager and/or the Human Resource Department.

the display or distribution of slogans, pictures, or other visual or written material which is offensive, vulgar, promotes illegal activities, or jeopardizes client confidence. All employees are expected to ensure that such things are promptly removed from the workplace by immediately reporting them to their supervisor.

Signed this 1st day of September , 1998.

FOR THE COMPANY

Peg Andrews  
Wayne Mawhiney

FOR THE UNION

Jim Allison  
Steven Phillips  
Robert L. Clark  
Saul Marques

LETTER OF UNDERSTANDING  
between  
TDS, A Division of TDS Group Limited  
and  
Industrial Wood & Allied Workers of Canada  
I.W.A. - Canada Local 500

DRUGS AND ALCOHOL

Neither party will tolerate the use or possession of illegal drugs or alcohol on Company premises.

The Company and Union further agree that the possession, sale and/or use of alcohol, illegal drugs or substances, while on Company premises (including parking and truck staging areas, whether during or outside regular working hours), is subject to immediate dismissal.

They also agree that reporting to work and/or working under the influence of such substances, is prohibited. If this occurs the employee will be sent home pending further investigation.

The Company and Union will continue to assist employees seeking treatment and accommodation for a reported and verified substance reliance or abuse problem.

Signed this 1st day of September, 1998

FOR THE COMPANY

Peg Andrews  
Wayne Mawhiney

FOR THE UNION

Jim Allison  
Steven Phillips  
Robert L. Clark  
Saul Marques

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LETTER OF UNDERSTANDING  
between  
TDS, A Division of TDS Group Limited  
and  
Industrial Wood & Allied Workers of Canada  
I.W.A. - Canada Local 500

BARGAINING UNIT WORK

The Parties agree that, in general, it is mutually desirable and advantageous to have Bargaining Unit employees perform most property and equipment maintenance. Certain construction, service or repair programs or projects are contracted out due to equipment costs, required expertise etc. In any event, however, the Company may not unilaterally contract out on a full or permanent basis, work which is currently or historically performed by Maintenance personnel.

Signed this 1st day of September, 1998.

FOR THE COMPANY

Peg Andrews  
Wayne Mawhiney

FOR THE UNION

Jim Allison  
Steven Phillips  
Robert L. Clark  
Saul Marques