

# COLLECTIVE AGREEMENT

between

TIMBER JACK INC.  
Manufacturing Facility

and



Glass, Molders, Pottery, Plastics and  
Allied Workers International Union  
Local 446 Woodstock, Ontario



April 1, 2000 to March 31, 2003







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COLLECTIVE AGREEMENT

BETWEEN

TIMBERJACK INC., Manufacturing Facility,  
Woodstock, Ontario, hereinafter  
called "the Company"

OF THE FIRST PART

and

GLASS, MOLDERS, POTTERY, PLASTICS &  
ALLIED WORKERS INTERNATIONAL UNION  
Local 446, Woodstock, Ontario, hereinafter called  
"the Union"

OF THE SECOND PART

Wherever the singular and masculine are used herein, they shall be construed as if the plural or feminine had been used where the context so requires and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby necessary had been made so long as no other change in meaning or intent results.

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1 - PURPOSE

**1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are Subject to the provisions of this Agreement.

2 - RECOGNITION

**2.01** The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees save and

except employees expressly excluded by the Ontario Labour Relations Act, office staff, drawing office staff, office janitors, outside service men, inspectors, foremen, and those above the rank of foreman.

### 3 - GENERAL CONDITIONS

**3.01** Nothing in this Agreement shall be construed as a waiver of any right or obligation of the Company of any employee or of the Union under any present or future Federal or Provincial Law, unless such rights and obligations are specifically restricted by the terms of the present agreement.

**3.02** The provision of this Agreement and its Schedules shall be read and construed together. Nevertheless, if any clause of this Agreement and its schedules or any part thereof becomes null and void because of the disposition of an order, decree or law of public order the other clauses of the Agreement shall not be affected by this nullity.

### 4 - NO STRIKE OR LOCK-OUT

**4.01** The Company and the Union agree there shall be no strike or lock out during the effective life of this Agreement.

**4.02** The references to "Strike" and "Lock-out" as used herein are agreed to have meanings as defined in the Ontario Labour Relations Act, and amendments thereto.

**4.03** In addition to such recourse as provided by law, the Company may take any disciplinary measure which it deems appropriate against any participant in such "strike" as defined above. In such instance, any employee who believes he/she has cause for complaint following any disciplinary measure taken against him/her by the Company, may submit his/her case for investigation and settlement in accordance with the grievance procedure.



#### 5 - NO DISCRIMINATION

**5.01** The Company and the Union agree there will be no discrimination or harassment against any employee which would be prohibited by the Ontario Human Rights Code or for reason of affiliation or non-affiliation with the Union.

#### 6 - ANNULMENT OF PRECEDING AGREEMENTS

**6.01** This Agreement annuls the preceding Collective Agreement. It also annuls any other agreements between the Union and the Company which involved Collective Agreement language which was changed in the new Agreement. It is binding between the parties and puts an end to all negotiations during the life of the Agreement, unless agreed otherwise by the parties from time to time.

#### 7 - MANAGEMENT RIGHTS

**7.01** Subject only to the restrictions contained in this Agreement, the Union recognizes that the customary functions of Management are vested in the Company and that these functions include, but are not limited to:

**7.02** The right to manage the plant and to direct its operations:

**7.03** The right to limit, change, suspend, or cease operations in whole or in part;

**7.04** The right to hire, classify and direct the workforce.

**7.05** The right to decide and apply decision in matters of discipline, demotion, suspension, and discharge for cause subject to the grievance procedure; as well as on the matter of requirements of a job such as job content, classification, labour standards and the qualifications of employees.

**7.06** Generally 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, methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of

manufacturing and assembling, the engineering and designing of its products, and the control of materials and parts to be incorporated in the products produced.

**7.07** The Company agrees that the exercise of functions under paragraph 7.0 I of this Article will not be inconsistent with the provisions of this Agreement. Any employee affected by the exercising of this authority, who feels that he/she has cause for dissatisfaction, may have his/her complaint dealt with in accordance with the grievance procedure as outlined in the Agreement.

**7.08** The Company agrees to notify the Union thirty (30) days prior to the introduction of new rules or policies, unless such policies or rules are necessary due to legislated requirements, or as the result of a safety requirement.

## 8 - UNION REPRESENTATION

### **8.01**

- a) The Company will recognize as authorized representatives of the Union, Plant Chairperson, Chief Steward, Negotiating Committee, Certified Health and Safety Committee Chairperson, W.S.I.B. Chairperson, Stewards , Local Union President (if an employee of the Company), and as defined for purpose and makeup in 8:19.
- b) Stewards shall be selected by the Union on the basis of one per shift per Department as outlined in 17.04.
- c) When a Departmental Shift exceeds forty (40) employees an additional Steward shall be selected, except should that Department be represented on the Negotiating Committee, then that Committee man shall serve as the additional Steward.
- d) The representatives must all be regular employees of the Company and have active status on the Seniority List.

**8.02** The Union will notify the Company in writing of the names of their representatives. Changes may be made by delivery to the Company of amended lists.

**8.03** The Union Negotiating Committee shall have five (5) members and shall consist of the Plant Chairman and Chief Steward as permanent members and any three (3) employees.

**8.04** The representatives of the Union who are employees of the Company shall be free to discharge their duties laid down in the clauses of this Agreement without fear that their individual relations may be affected in any way by any action taken by them in conformity with the clauses of this Agreement.

**8.05** The prerogatives of the authorized Union representatives will comprise:

**8.06** The right to accompany any employee in the presentation of a grievance as outlined in the grievance procedure of this agreement.

**8.07** The right to present the grievance of an employee on lay-off or other regular employee who, for reasons beyond his/her control, would be unable to present his/her grievance in person; as outlined in the grievance procedure.

**8.08** The right to present a group grievance in conformity with the provisions of the said Article as well as policy grievances commencing at Step 2 of the grievance procedure.

**8.09** The right to meet with the Manager, Labour Relations or his/her delegate in order to discuss common problems of the Union and the Company.

**8.10** The Plant Chairperson, Chief Steward, and the W.S.I.B. Chairperson or their delegate in their absence, shall have the right after having obtained the permission as outlined in Section 8.12 to meet any foreman, supervisor or the Labour Relations Manager or their delegates in order to discuss common problems of the Union, its' members, or the Company.

**8.11** The right to attend meetings of such committees as may from time to time be established by mutual agreement of the parties.

**8.12** These representatives shall not leave their department, or enter another department, without having previously obtained permission from the Departmental Supervisor or his/her delegate, specifying the reason for the request. The Supervisor or his/her delegate shall not unreasonably delay granting such permission.

**8.13** When the representatives are absent from their work during their regular working hours for the purpose of activities, outlined in this clause, within the plant, the Company will pay them the wages which they would normally have earned during their regularly scheduled hours of work. However, none of the representatives of the Union, or any other employee will be paid for time spent at meetings or other activities outside the plant including the arbitration stage of a grievance.

**8.14** Any staff Officer of the International Union shall be allowed to enter the plant for the purpose of discussion with the local Union Representatives, providing permission is obtained from the Manager, Labour Relations or his/her delegate.

**8.15** Any employee or group of employees have the right to representation by a steward of his/her department, or, in his/her absence by another Steward, the Plant Chairperson, Chief Steward or Committee Person.

**8.16** A grievance proceeding through the Grievance Procedure to the level of the Plant Manager or his/her delegate shall be handled by no more than three (3) representatives which would be the Plant Chairman, the Chief Steward and the Steward of the department concerned.

**8.17** A grievance processed to the level of the Manager, Labour Relations or his/her delegated representative shall be handled by the Committee as defined in Paragraph 8.03 above. At a meeting at this level, either party may request the presence of a staff officer of the Union.

**8.18** In the event the Plant Chairperson, Chief Steward or the Local Union President is on other than casual absence, the Union shall be entitled to substitute with any member upon prior notice to the Manager, Labour Relations or his/her delegate.

**NEGOTIATING COMMITTEE**

**8.19** For the purpose of negotiating subsequent agreements, the Company will recognize a committee of five (5) elected or appointed employees from the Bargaining Unit. Such committee shall include the Plant Chairman and the Chief Steward. The Company will pay all members of this committee eight (8) hours at straight time rate for each day spent in such negotiations, including the conciliation stage.

**8.20** The Plant Chairperson, Chief Steward, Plant Negotiating Committee, and the Officers (President, Vice-President, Secretary-Treasurer, Recording Secretary) of the Local, if employed by the Company, will be granted top seniority rights for purposes of lay-offs and recalls first by classification and department, then plant wide, during their term of office.

**8.21** The Local Union President, if an employee of the Company, Plant Chairman, Chief Steward, Certified Health and Safety Committee Chairman, Workers' Compensation Chairman, and Negotiating Committee shall remain on the day shift provided there is work available for which they are qualified.

**8.22** Union representatives will not be assigned on a regular basis to jobs that would prevent their exercising their functions as Union representatives.

**8.23** The Company will grant reasonable time off without pay, from the 2nd and 3rd shifts to any steward, Health & Safety Representative, or member of the local Executive Board who desires to attend the monthly meeting of the local Union and the monthly Unit Meeting of the Plant, provided they have advised the company in writing at least 1 week prior to the meeting that they will be attending.

**8.24** The Company is to provide a telephone in the Union office for local calls at no charge to the Union. Operator-assisted long distance calls at no charge to the Company.

#### **9 - UNION DUES**

**9.01** As a condition of employment, each employee covered by this agreement shall become and remain a member of the Union in good standing.

**9.02** The Company shall deduct from the earnings of each employee Union Dues to the amounts submitted by the Union.

**9.03** The Company will make such deductions when the amount of these deductions is available from the employee's earnings, from an employee's first pay each month. The amount shall be deducted each month with a maximum of twelve (12) deductions in each year, and be forwarded to the Union within fifteen days of the date on which they have been deducted.

**9.04** The Union shall notify the Company at least thirty (30) calendar days in advance of any change in Union Dues, by forwarding to the Company such change which shall be duly signed by an authorized representative of the Union.

**9.05** It is understood and agreed that the Union will indemnify the Company and save it harmless from any and all claims which may be made by any employee or employees against the Company arising from this Article.

**9.06** The Company on request from the Financial Secretary of the Local Union will deduct further initiation fees from those employees so designated by the Financial Secretary who have gone suspended through lack of dues payment during a period of sickness, or layoff.

#### **10 GRIEVANCE PROCEDURE**

**10.01** Any employee including an employee on layoff who believes he/she has cause for complaint or grievance may

present his/her case for investigation and settlement by following the procedures outlined below.

**10.02** No employee will suffer any prejudice for presenting a grievance in accordance with the procedures outlined below.

**10.03** The Company will provide the Union with updated lists of its factory supervisory personnel with position titles.

**10.04**

**STEP I** The employee must first submit in person his/her grievance to his/her Foreman or immediate Supervisor. The employee shall be accompanied by one of the authorized representatives of the Union as defined in Article 8 of this agreement. Should the Foreman or immediate Supervisor be unable to settle the grievance through discussion, the grievance may be reduced to writing and presented by the employee and the authorized Union representative to the Foreman within 10 working days of the "event" which in the opinion of the employee involves a violation or misinterpretation of the clauses and/or working conditions set forth in this agreement. If the Foreman or immediate Supervisor does not settle the grievance within two (2) working days of its submission to him in writing, the grievance may be appealed to Step 2 within seven (7) working days following the Foreman's reply.

**10.05**

**STEP II** The two authorized representatives for this level and the Plant Manager or his/her delegate will handle step II grievances. A meeting shall be held within five (5) working days following the appeal. The Plant Manager or his/her delegate will give his/her answer in writing within five (5) working days following the presentation of the written grievance to him/her. At this step, the grievance must be presented in writing on a form supplied by the Union and shall contain a brief statement concerning the nature of the grievance and the remedy sought.

**10.06**

**STEP III** If the Plant Manager or his/her delegate's decision does not settle the grievance, the Union Plant Committee may within five (5) working days following receipt of the Plant Manager or his/her delegate's reply submit the grievance to the Manager, Labour Relations or his/her delegate. At this meeting, either party may request the presence of representatives. The Manager, Labour Relations or his/her delegate will give his/her written answer within five (5) working days following the said meeting. If such written disposition does not settle the grievance, the grievance may be referred to arbitration.

**10.07** Grievances not appealed from one step to another, including Arbitration within the specified time limits shall be considered dropped. Time limits may be extended by mutual agreement of the parties at each step.

**10.08** A grievance involving two (2) or more employees may be presented by the authorized representative of the Union as defined in Article 8, provided he/she is accompanied by not more than two employees of the group involved and has a mandate signed by the employees affected who believe they have a grievance. The mandate, signed by the Plant Chairperson or his/her delegate, shall be authorization to the Union representative named therein to sign all written proceedings on behalf of the employees and to act on their behalf at the ensuing stages of the procedure.

**10.09** An employee who is on lay-off, suspension, or discharge, may give a mandate in writing to the Plant Chairman or his/her delegate to present his/her grievance in his/her name and to follow all the steps of the grievance procedure without having to be present.

**10.10** Probationary employees are entitled to grievance procedure except in matters of lay-off and discharge.

**10.11** If the Company has a complaint that the Union or any



member(s) have violated the provisions of this Agreement, the Company may submit a complaint to the Union, and it will be processed in the same manner as a written grievance is processed by the Union. Failing settlement of the complaint to the satisfaction of both parties, it may be referred to arbitration. Complaints per this paragraph are initiated at Step II of the Grievance Procedure.

**10.12** Any grievance which has not been settled in accordance with the relevant foregoing procedure may be referred to arbitration by the Company or by the Union by observing the conditions stipulated below:

**10.13** The party submitting a grievance to arbitration shall within ten (10) working days following the completion of relevant grievance procedure, notify the other party in writing of such intention. The notice shall clearly identify the grievance concerned and contain three (3) names of proposed arbitrators.

**10.14** Within ten (10) working days of receipt of such notice, the other party will give written acceptance of one of the arbitrators or, submit their proposed list. Failing agreement, the matter will be referred to the Minister of Labour for the Province of Ontario.

**10.15** As soon as possible after the Arbitrator has been selected, he/she shall fix a date for the hearing and so advise the parties.

**10.16** The Arbitrator shall upon completion of the hearings (consideration of written submissions, when requested by either party) and deliberation, render his/her decision in writing on the merits of the grievance.

**10.17** The decision of the Arbitrator shall be final and binding upon the parties.

**10.18** However, the Arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement.

**10.19** No matter may be submitted to, or be maintained at arbitration which has not been properly carried through the grievance and arbitration procedure.

**10.20** Each of the parties concerned shall pay an equal share of the fees and expenses of the Arbitrator.

**11 - DISCHARGE - DISCIPLINE - WARNING**

**11.01** To ensure continuous and successful operation of the Plant, it may be necessary for Management to exercise discipline at any time, but any action taken by Management with respect to the issuing of suspensions or warnings, must be done within three (3) working days of the Company's knowledge of such action. Written warnings will be issued to the employee in the presence of his/her steward or union committee member. All suspensions or discharges will be issued to the employee in the presence of his/her union committee member. A copy of all disciplinary notices will be given to the union committee.

**11.02** Such written warnings, suspensions or counselling documentations shall remain on the employee's record until the employee has accumulated a period of six (6) clear calendar months without further warnings. In such an event, the employee's record shall be cleared, and such documentation returned to the Union. Only months in which the employee works the majority of the work days would be counted in the six month period. Vacations and paid holidays will be considered as work days for the purpose of this Article.

**11.03** A claim by an employee that he/she feels he/she has been unjustly suspended or discharged without reasonable cause shall be presented initially at Step 2 of the Grievance procedure within five (5) working days of such suspension or discharge.

**11.04** An employee being sent home through a suspension or a discharge shall have the right to discuss the matter in private with his/her Committeeman whenever possible prior to such disciplinary action being taken.

## 12 - SENIORITY

**12.01** A probationary employee shall be declared regular when he/she has accumulated 320 hours worked since the date of his/her employment. Upon completion of his/her probationary period, the employee shall be declared regular and his/her seniority will be dated from the date he/she commenced work with the Company and will accumulate thereafter. When more than one employee is hired to commence work on the same day, their position on the seniority list shall be based on the records of order of the job offer acceptance.

**12.02** The Company shall maintain a seniority list of all employees and shall provide the Union every 3 months with sufficient copies to supply its stewards, Local President and Plant Chairman. The Company shall advise the Plant Chairman daily whenever possible of any additions, terminations, transfers, recalls or reclassifications affecting the status of employees covered by the bargaining unit, and the Financial Secretary of hirings, terminations, recalls, and change of address, such advise shall be in written form.

### LOSS OF SENIORITY

**12.03** An employee's seniority will be cancelled for any of the following reasons:

**12.04** If he/she voluntarily quits his/her employment with the Company.

**12.05** If he/she is discharged and is not reinstated voluntarily by the Company or by order of a board of arbitration.

**12.06** If while on Lay-off he/she fails to return to work within five (5) working days from the date of receipt of a registered letter or telegram recalling him/her to work,

provided however that the employee shall not lose his/her seniority if he/she submits reasonable justification in writing for being unable to return to work and provided such submission is received by the company within three (3) working days from the date of receipt of his/her recall notice. In this circumstance, the employee may request either an extra delay up to ten (10) working days or the privilege of a second recall before the expiration of his/her recall rights. The Company shall grant such request wherever possible. Employees granted a second recall will be placed at the bottom of the recall list. If the recall is of a temporary nature, the employee will be so notified. If the employee elects to decline such a recall he/she will maintain his/her current position on the recall list, and not be placed at the bottom of the recall list.

**12.07** If he/she overstays a leave of absence granted by the Company, without securing an extension of such leave from the Company in writing, unless his/her cause for not requesting such extension is through a justifiable reason.

**12.08** If he/she is on layoff for a continuous period of:

- i) two years; if the employee had less than five (5) years seniority on the date of layoff.
- ii) three years; if the employee had five (5) years but less than ten (10) years seniority on the date of layoff.
- iii) five years; if the employee had more than ten (10) years seniority on the date of layoff.
- iv) six years, if an employee had more than 15 years seniority on date of layoff.

**12.09** The Company may require from time to time a certificate of disability from the employee's attending physician.

**12.10** If he/she is absent for five (5) consecutive working days without furnishing to Management a justifiable reason for being unable to be at work within the five (5) days; except that notice within five (5) days will be waived when the employee can clearly prove it was impossible to notify the Company.

**12.11** Upon retirement under the pension plan

LAYOFF AND RECALL PROCEDURE

**12.12** In the event of a reduction in a classification for any reason, the following procedure will apply:

- a) Junior employee(s) in the classification(s) affected will be the first displaced on a departmental basis.
- b) Such displaced employees will then exercise their seniority throughout the Plant and displace the most junior employee in any job classification where they can meet all performance expectations within the specified time.
- c) Employees who have been displaced, and who have no opportunity to exercise their seniority per this Article, will be laid off from the workforce.

**12.13**

- a) For purposes of layoff, an employee will be eligible to exercise his/her seniority if he/she qualifies through one of the following:
  - i) has successfully held the job classification in the past three (3) years:
  - ii) has successfully held the job classification at any time previously and demonstrates in a test, if the Company requires, that it is reasonable to believe that he/she will be able to meet all performance expectations within the specified time.
  - iii) has never held the job classification, but gives the Company reason to believe that he/she will be able to meet performance expectations. It is the responsibility of the employee to provide the Company with up-to-date information pertaining to education and experience relative to this clause. The Company will determine eligibility on the basis of the information available at the time the employee's eligibility is being considered. The Company may require a test to demonstrate that it is reasonable to believe that the employee will be able to meet all performance expectations within the specified time.

**12.13**

- b) For the purpose of recall it will be by seniority under the following procedure:
- A. Where there is a need to increase the number of employees in a classification. employees will be automatically recalled by that classification or if they are laid off, and qualify under 12:13(a). If a future opportunity exists for the employee to return to their home department, they will be offered this opportunity, but if declined, their current department becomes their home department.
  - B. For vacancies remaining after A, above, the Company will provide an opportunity for employees to apply by putting a notice on the Bulletin board for two (2) days. The Company will award these positions under the terms of Article 20.03, 20.04, 20.05 20.06 and 20.07, the same as a regular job posting.
  - C. Where no suitable applicant can be found, the Company will be free to hire through its normal hiring procedure.

**12.14** When an employee exercises his/her seniority in accordance with this Article, he/she will be entitled to receive normal introductory instructions and a period of adaptation not to exceed five (5) working days.

**12.15** Where an employee has exercised his/her seniority and displaced a more junior employee, and subsequently proves unable to perform the job, such employee will be placed on another job by the Company per 12.13, seniority permitting.

**12.16**

- a) In the case of layoffs due to a reduction in the workforce expected to last in excess of thirteen (13) weeks, notification will be given according to the Employment Standards Act.

- b) For layoffs of less than thirteen (13) weeks, the Union and those employees affected will receive live (5) working days notice.

**12.17** When any layoff is necessitated by reason of a breakdown of plant machinery or equipment, or other cause beyond the control of the Company, such notice will be given as soon as possible prior to the layoff.

**12.18** In the case of a reduction as contemplated in 12.16 (b), or 12.17, employees will be returned to the job classification they held at the time of such layoff.

**12.19**

- a) Active employees laid off due to a reduction in the workforce owing to the permanent discontinuance of all or part of the manufacturing operations will be eligible for severance pay provided that they have a minimum of five (5) years' service.
- b) Severance pay is calculated as one week's pay per year of employment (no maximum). Partial years of service will be pro-rated.
- c) Employees may choose between retaining recall rights and receiving severance pay. If the choice is to receive severance pay, the employee loses all recall rights.
- d) Severance pay will be payable in two (2) instalments within two (2) weeks after the Company has received written notice of forfeiture of seniority and recall rights.
- e) Entitlement and disentanglement will be per the minimum provisions of the Severance Pay section of the 'Employment Standards Act.

### 13 - SPECIAL CASES

**13.01** The Company will endeavour wherever possible to find suitable employment in the plant for employees who have been permanently handicapped as a result of an accident sustained in the performance of their work, or as a result of an illness attributable to such work. Where lay-offs among the permanently handicapped is necessary, it shall be based on seniority among such persons. Both the Company and the Union will co-operate to place such an employee in a job which he/she is capable of performing.

**13.02** Except in the case of a lay-off as contemplated in Article 12, employees will be able to obtain clearance during the shift from which they are to be laid-off. Clearance procedure may involve return of tools, safety equipment and completing the necessary personnel records; but not matters pertaining to pay.

**13.03** It will be the responsibility of the employee to notify the Labour Relations Department in writing by registered mail, or an initialled change on his/her personnel record, of any change of his/her address or status. Failure to so notify the Company will relieve the Company of any of its obligations, the accomplishments of which are dependent on such information.

**13.04** An employee covered by the bargaining unit who accepts a job not covered by the bargaining unit, shall maintain his/her seniority up to the time of transfer for a 6 month period. On completion of that 6 month period, he/she shall forfeit all seniority rights within the bargaining unit.

**13.05** An employee who has accepted a job not covered by the bargaining unit, and who subsequently wishes to return to the bargaining unit, within the 6 month period referred to in 13.04, may do so one time. In such an event, he/she shall be returned to an available opening as close to, but not higher than, his/her original wage group and classification, provided he/she is able to perform the normal requirements of the job satisfactorily.



**13.06** In the event that there are no available openings, such an employee will have the right to displace the most junior employee in the work force where the returning employee has the abilities to perform the normal requirements of the job satisfactorily, and providing the job is not of a higher wage group than that originally held by the returning employee.

#### **14 - HOURS OF WORK**

**14.01** The regular work week will be made up of five(5) days, Monday to Friday inclusive, of eight (8) hours each.

**14.02** In plant starting and stopping times will be as follows:

Day Shift 7:30 a.m. to 4:00 p.m.

Monday to Friday

Afternoon Shift 4:00 p.m. to 2:30 a.m.

Monday to Thursday

In continuous 3 shift operations normal hours shall be as follows:

Day Shift 7:30 a.m. to 3:30 p.m

Afternoon Shift . 3:30 p.m. to 11:30 pm

Night Shift 11:30 p.m. to 7:30 a.m.

In the case of shift starting and stopping times the advancing or retarding of hours shall not exceed one half (1/2) hour.

The Union committee will be notified of any changes to shift start and stop times.

**14.03** Notwithstanding the preceding clause the Company, with mutual agreement, may vary the starting and stopping times for certain operations to meet particular circumstances, but in any event the regular weekly hours shall not exceed 40.

**14.04** However, neither this disposition nor any other disposition of this agreement shall be interpreted as a guarantee by the Company of a minimum work week of forty (40) hours.

**14.05** When the level of operations and/or nature of the work requires additional work, the Company may, with prior notice given within the preceding work week, establish:

- a) Alternative shifts, or two shift operations, where employees alternate between the two shifts
- b) Rotating, or three shift operations, where employees rotate through each of three (3) shifts

**14.06** Employees on alternate or rotating shifts per Article 14.05 will rotate equally through the shifts. The rotation will be every two (2) weeks. Therefore, employees, with the approval of their Supervisor, may switch their position in the rotation cycle with an agreeable employee, only once during the complete rotation cycle.

**14.07** In the event that a holiday falls during the normal work week, employees on the ten (10) hour shift shall be given ten (10) hours off with pay.

**14.08** Within each ten (10) hour shift, there shall be one (1) fifteen (15) minute paid rest period in the first half shift and one (1) ten (10) minute paid rest period in the second half shift.

**14.09** Employees working on a rotating shift basis will be entitled to a lunch period of twenty (20) minutes which shall be paid for by the Company.

**14.10** If an employee is required to work overtime after completing his/her regular shift, the Company will supply him/her with a lunch, provided the employee will be required to work three (3) or more hours and provided he/she has not been advised on the preceding day that he/she will be required to work.

#### SHIFT CHANGE

**14.11** When an employee is required by the Company to change his/her shift, his/her first day of work on the new shift will be paid at overtime rates unless he/she has been notified of such change of shift at least twenty-four (24) hours prior to the reporting time of his/her new shift.

**14.12** A premium will be paid for all hours worked on an off-shift.

- a) Effective April 1, 1997 the premium will be \$0.75 per hour.
- b) Employees may elect to work a steady off shift for a minimum of 6 weeks. The initiation and continuance of such arrangements are subject to the approval of the Company.

#### REST AND WASH UP

**14.13** The Company shall grant a rest period of ten (10) minutes in the first half and ten (10) minutes in the second half of each shift. The Company shall provide for two five-minute wash-up periods. The first before the lunch break and the second prior to the end of the shift.

- a) Painters shall receive an additional ten (10) minutes to clean up, for a total of fifteen (15) minutes wash-up at the end of the shift. In the event that technological changes are adopted by the Company in the painting process, then this additional wash-up time may be adjusted.

#### LATENESS

**14.14** When late more than three minutes, an employee will be docked the total of his/her lost time, including the three minute grace period.

**14.15** In order that the Company may properly maintain the necessary daily workforce, an employee shall notify the Company as soon as possible when he/she knows or has reason to believe that he/she will be late. An employee who is intending to be absent from his/her shift shall notify an appropriate Company representative prior to his/her shift starting time.

## 15 - LIMITATION OF WORK

**15.01** Persons not in the Bargaining Unit will not perform any work in-house which is normally performed by members of the Bargaining Unit except:

- a) For purpose of instructing employees.
- b) In the case of tool proving and production difficulties and for educational purposes, provided there is a bargaining unit employee present.

## 16 - REPORTING ALLOWANCE AND EMERGENCY RECALLS

**16.01** The Company must give at least ten (10) hours notice to any employee, in attendance the previous day, not required to work on his/her regular shift except in cases of emergency or acts of God or any other cause beyond the control of responsible Management.

**16.02** An employee who has not been advised that his/her services will not be required and who reports for work shall be given either four and one half (4 1/2) hours of work at his/her regular basic hourly rate, or four and one half hours pay.

**16.03** An employee, having left the Company premises, who is recalled to work outside his/her regular shift hours, shall be paid for all hours worked at premium rates. He/she will be guaranteed a minimum of four (4) hours of such pay except that this minimum guarantee will not apply where the hours worked following such recall form a continuous period with the employee's regularly scheduled working hours.

**16.04** Emergency recalls will be offered in accordance with the overtime provisions of this agreement.

## 17 - OVERTIME

**17.01** Daily overtime will be distributed among those employees assigned to the classification, and shift, in the department where overtime is required. In the event that

there are an insufficient number of volunteers in the classification and department, employees in the same classification, but in other departments, will be offered the overtime before it is offered to other classifications within the department where the work is required.

**17.02** Weekend and holiday overtime will be distributed among those employees assigned to the classification and department where overtime is required and it shall be offered, by shift, to the employee with the least credited hours of overtime. If offering the overtime by shift would create more than a sixteen (16) hour differential, then the least credited hours will be the determining factor for offering the overtime. When two or more employees are equal in their credited hours of overtime, the senior employee will be offered the overtime. In the event that there are an insufficient number of volunteers in the classification and shift in the department where the overtime is required, employees in the same classification and shift in other departments will be offered the overtime before it is offered to employees in the same classification and department on other shifts. If there is still an insufficient number of volunteers, employees in other classifications within the department where the overtime is required, may be offered the overtime.

If there is only day shift overtime, it will be offered to all employees in the classification in the department, before it is offered to employees in the classification in other departments.

**17.03** Overtime of Maintenance employees will be completed on the shift it commences, regardless of distribution.

#### DEPARTMENTS

**17.04**

601 Plate Shop  
603 Weld Shop  
605 Skidder Assembly  
606 Feller Buncher Assembly  
607 Final Assembly/Paint Shop

608 Fabrication Paint Shop  
609 Attachment Shop  
610 Finished Goods Shipping  
644 Maintenance Department  
648 Jig & Tool Department  
649 Stores Department  
741 R&D Department

**17.05** Distribution of overtime, unless unavoidable through the application of 17.01, 17.02 and 17.03 above, shall be in an equal manner to the extent of maintaining no more than sixteen (16) hours differential. The Company agrees to reduce this differential to no more than eight (8) hours semi-annually (July 1 and January 1 of each year).

**17.06** Employees may refuse overtime, but will be credited with having worked for the purpose of distribution as follows:

- a) For purposes of equalization, all overtime worked will be credited to his/her classification and department. Overtime within his/her classification offered but refused is credited to his/her classification and department. Overtime outside his/her classification offered but refused is not credited for equalization purposes.
- b) Employees moving to another classification on a job bid will be credited with overtime hours equal to the highest number of overtime hours of those employees in his/her new classification and department.
- c) Employees recalled from layoff or displaced, or transferred due to a reduction in a specific department will be credited with the lowest number of overtime hours of those engaged in the classification in the new department.
- d) New Hires, or employees upgraded where no candidates were available through the Job Posting procedure, shall be credited with the highest number of hours in the new classification and department.
- e) Employees absent from work will be credited with the number of hours he/she would have been asked to

- work (17.01 and 17.02) on his/her return to work.
- f) All changes will be made to the employee's "Year-to-date" total on the day the employee(s) next commence work.
  - g) Overtime offered and refused after the schedule contained in Article 17.08 will not be credited for equalization purposes.

**17.07** Information concerning distribution of overtime hours will be posted in all departments weekly and a copy will be provided to the Union Stewards weekly.

**17.08** Notification of available overtime Monday to Friday, will be given prior to the end of the shift on the previous day, and notification of available overtime on Saturday, Sunday, or a paid holiday will be given prior to the end of the employees Thursday shift. In the case of employees on the afternoon shift, notification of available overtime on Saturday, Sunday, or a paid holiday will be given prior to the end of the employees Wednesday shift.

**17.09** Overtime at the rate of time and one half will be paid for all work performed in excess of eight (8) hours on a regular work day and for the first eight (8) hours worked on a Saturday. Employees working the afternoon shift will receive overtime at the rate of time and one-half for all work performed in excess of ten (10) hours on Monday through Thursday.

**17.10** Overtime at a rate of double time will be paid for all work performed in excess of 12 hours on a regular work day and in excess of 8 hours on the Saturday and for work performed on a Sunday or a paid holiday. Employees on the 10 hour afternoon shift will be considered to be working their Saturday shift from 4:00 p.m. Friday to 4:00 p.m. Saturday, and they will be considered to be working Sunday starting at 4:00 p.m. Saturday.

## 18 - SPECIAL FIELD ASSIGNMENTS

**18.01** The following provisions shall apply in determining the method of payment for employees who are required to work at a location other than in the plant.

**18.02** When an employee is on route to or from a special field assignment, he/she shall be paid up to eight (8) hours for each day spent in travel alone, at the following rates:

- a) Monday to Friday he/she shall be paid at his/her regular rate.
- b) Saturday or Sunday he/she shall be paid at the rate of time and one half.
- c) Paid Holiday - he/she shall be paid at the rate of time and one half, and in addition, shall receive holiday pay if entitled to holiday pay under the provisions of Article 25.

**18.03** When an employee both travels to a special field assignment and works in the same day, he/she shall be paid at his/her straight time rate for the first eight (8) hours so spent. he/she shall be paid at the rate of time and one half for the first four (4) hours worked in excess of his/her first eight (8) hours so spent, and at the rate of double time for time worked thereafter. He/she shall be paid at straight time for return travel from the special field assignment.

### **18.04**

- a) When an employee both travels to a special field assignment and works on the same day, such days being a Saturday or Sunday, he/she shall be paid at the premium rates as determined in Sections 17.09 and 17.10 of this agreement, for the first eight (8) hours so spent, and for time worked in excess of such first eight (8) hours so spent.
- b) Where such travel and work as described in 18.04 a) occurs on a paid holiday, the employee shall receive in addition to the premiums provided in Sections 17.09 and 17.10 of this agreement, holiday pay if entitled to holiday pay under the provisions of Article 25.

**18.05** An employee on a special field assignment will be compensated for all reasonable and necessary expenses incurred by time for travel, food and accommodation.



**18.06** The Company will make arrangements for such employee's travel and accommodation.

**18.07** All Employees required for special field assignments will receive, in addition to all other payment, a thirty cent (\$0.30) per hour premium for all hours spent on such travel and work.

**18.08** Overtime hours worked during special field assignments will not be included as overtime hours for the purpose of equalization.

#### **19 - GROUP LEADERS**

**19.01** When employees are designated as Group Leaders, they shall receive a premium of twenty-five cents (\$0.25) per hour for all hours worked as Group Leaders.

**19.02** The selection and removal of Group Leaders will be made on the basis of requirement as it may exist from time to time. Employees will be selected by the Company on the basis of their technical skills and their leadership ability. The Company agrees to consider candidates suggested by the group to be led. It is understood that in functioning as a Group Leader, an employee, on instruction of a Foreman, may make job assignments, train and assist, and relay instructions of the Foreman. However, he/she will not have authority to reprimand, discipline, or recommend promotion or disqualification.

**19.03** Upon removal of his/her Group Leader premium, an employee will return to the occupation he/she held prior to his/her appointment as Group Leader.

**19.04** A list of Group Leaders will be posted on the Bulletin Board, periodically, indicating those employees appointed as such.

**19.05** Wherever premiums have been established, these shall not be compounded in determining the rate payable for hours subject to overtime premiums.

**19.06** An employee designated as a Group Leader will be a Group Leader for up to twelve (12) months. At the end of twelve (12) months, his/her designation terminates automatically. Should the Supervisor continue to need a Group Leader, he/she will discuss the vacancy with the group to be led, other Supervisors, his/her own Supervisor, the former Group Leader, and other possible candidates for the vacancy. The Supervisor will consider all of the input provided and decide who to designate as Group Leader for the next period of up to twelve (12) months

## **20 - JOB VACANCIES AND POSTING**

**20.01** The Company agrees in the case of a permanent vacancy, a notice will be posted on Woodstock bulletin boards for three (3) working days. The notice shall describe the vacancy, the number required, and the department. The Company will receive bids from employees for the vacancy. Bids must be on a triplicate form supplied by the Company and signed by the company representative upon receipt, with a copy to the employee and the Union.

**20.02** A permanent vacancy is one created by a retirement, death, termination, creation of a new job, the filling of a subsequent posting, or a vacancy created through a promotion out of the bargaining unit. A permanent vacancy does not exist if there are employees displaced, or on lay-off, who are eligible to be recalled to the vacancy.

**20.03** Following the termination of the posting period, the Company will as soon as possible (but in any event not longer than twenty (20) working days) make its selection and placement from those applicants who can be reasonably expected to fulfil the requirements of the job under posting. Where the qualifications of two or more employees are significantly equal, the most senior employee shall be given preference. Where no suitable applicant can be found, the Company will be free to hire through its normal hiring procedure. .

**20.04** At the time a job is posted, the Company will

designate a training period followed by a trial period according to the following schedule:

Job Grade	Training Period	Trial Period
1-4	1 Day	4 Days
5,6	4 Days	6 Days
7	5 Days	7 Days
8	6 Days	9 Days
9	7 Days	13 Days
10,11		20 Days

The purpose of the training period shall be to instruct the employee in all major aspects of the job. The purpose of the trial period shall be that the employee demonstrate his/her ability to perform the job satisfactorily. At the conclusion of a successful trial period, the employee's plant-wide seniority will be applied to that classification and he/she will be accorded the job rate.

If the employee fails the test he/she will not be permitted to:

- a) exercise his/her options on multiple bids for the same posting
- b) bid on the same job for which he/she has failed the test for a six (6) month period following the date on which the posting closed.

He/she may bid on other jobs posted after the day on which he/she failed the test.

If the employee passes the test, or if the employee is successful with no test required, he/she shall become a successful bidder effective the first work day following the day on which the posting closed. The employee may have a Union representative present during the test.

**20.05** Successful bidders will not bid again for a period of six months.

**20.06** It is agreed that when a successful bidder is unsuited within the trial period, he/she will revert to his/

her former classification and department.

**20.07** The name(s) of the successful bidder(s) will be posted on all notice boards.

**20.08** Job posting will not apply to the Labourer classification. The Company will maintain a list of employees who have submitted written requests for Labourer jobs. In the event that a vacancy arises which cannot be filled through the recall procedure, the Company will offer the job to the most senior employee on the list.

## 21 - TEMPORARY TRANSFERS

**21.00** The Company and the Union agree that high productivity is in the best interests of both parties. High productivity includes keeping employees fully employed for every shift. In this complex and ever-changing environment, temporary transfers are provided as one way to facilitate the following:

**21.01** The Company may transfer any employee to fill a temporary vacancy caused by sickness or accident, absenteeism, vacations, allowable leaves, temporary schedule requirements, job posting periods, or to reassign an employee temporarily out of work. The Supervisor will provide the employee with a temporary transfer form at the time of temporary transfer, and the Supervisor will retain a copy. The Employee will be responsible for completing his daily time card with any transfer information which requires a change in pay rate. No notification is required for temporary transfer within the same job classification unless the transfer exceeds one full shift.

**21.02** Temporary transfer of an employee cannot exceed a period of 20 working days for all reasons outlined in Section 21.01. These periods may be extended by agreement of the parties. The Company will not temporarily transfer employees from an 8 hour to a 10 hour schedule, or vice versa, during other than the normal shift hours of those employees who are to be transferred within the limits set out above. An employee on temporary transfer cannot

work overtime in place of a regular employee in the department to which he/she is transferred.

**21.03** An employee on temporary transfer at the Company's convenience shall be paid his/her own rate or the rate of the job to which he/she is transferred, whichever is greater.

**21.04** The Company will make every reasonable effort to avoid filling the regular job of a transferred employee. However, this may be necessary where skill selection is limited and production requirements are critical.

**21.05** If a temporary transfer is to be more than twenty (20) working days, employees displaced from the classification where the requirement exists and still employed by the Company shall be used to fill the temporary transfer.

## **22 - BEREAVEMENT, JURY DUTY**

### **22.01**

- a) An employee shall be granted leave of absence of 40 hours, at his/her regular hourly rate, in the event of the death of his/her spouse, son, daughter or legal stepchild.
- b) An employee shall be granted leave of absence, up to a maximum of three (3) full shifts, at his/her regular hourly rate, in the event of the death of his/her father, mother, brother, sister, father-in-law, mother-in-law, step-father, step-mother, brother-in-law, stepfather, stepmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, legal guardian or spouse's grandparents and grandchildren. Payment in all cases is provisional on the employee attending the funeral service and/or attending to the funeral arrangements.
- c) When a death occurs in the immediate family, as defined above, and the employee, due to the distance of travel, is unable to attend the funeral, one (1) days absence will be allowed the employee to attend a memorial service. During such absence, the employee shall be compensated at his/her regular hourly rate for such working time lost.

d) An employee on vacation at the time of a death as outlined in 22.01 (a) and (b) will receive the paid leave as described above and will have his/her vacation extended or credited by the amount of leave to be taken at a later time.

**22.02** If an employee is summoned as a witness or for Jury Duty, he/she shall be paid the difference between his/her regular earnings and the amount received, less mileage and per diem, for performing in such capacity. This provision applies to all employees on all shifts.

### **23 - LEAVE OF ABSENCE**

**23.01** The Company will grant leaves of absence without pay to employees for the following purposes:

**23.02** Any employee selected as an officer or delegate involving Union activity outside the plant for a period not to exceed twelve (12) months.

**23.03** Any employee elected to public office (Municipal, Provincial or Federal), for the period of time he/she holds such elective office. In these cases, the employee concerned will present his/her request in writing specifying the reasons for the request and the duration of the leave required. The Company will not unreasonably delay the granting of such leave of absence.

**23.04** The Company will grant an employee a leave of absence in the case of "bona fide" absence resulting from his/her sickness or accident.

**23.05** The Company may grant leave of absence for other reasons upon the submission by the employee of a written request. The Company will not unreasonably delay their written answer to such request,

**23.06** A permissible or unavoidable absence is defined as follows: Absence due to lay-off by the Company, to annual vacation, to suspension for disciplinary reason, to engagement by the Company after the commencement of a regular week or to separation before the end of a regular week, to

bona fide personal illness, to authorized leave of absence, or other unavoidable absence for reasons beyond the control of the employee and acceptable to the Company.

**23.07** In all cases of approved leave of absence as defined above, the employee's seniority will continue to accumulate.

**23.08** A leave of absence may be granted to employees in jail.

**23.09** If an employee is absent from work due to accident, injury or major illness, he/she must provide written medical authorization to return to work. Should an employee report to work without a return to work authorization, he/she will not be allowed to start work, until such documentation is received, and the provisions of Article 16.02 do not apply.

#### **24 - BULLETIN BOARD**

**24.01** The Company shall provide the Union with bulletin boards which may be used by the Union for posting notices concerning educational, recreational or social activities sponsored by the Union and notices concerning Union Meetings and Elections. However, notices shall be posted on these boards only after being initialled by the Plant Chairman and/or the Local President.

**24.02** The Union agrees that no pamphlets, handbills or other publications will be distributed on the premises of the Company without the Company's prior approval.

25- PAID HOLIDAYS

25.01 The following shall be considered holidays and will be observed and paid in accordance with the provisions of this article.

Holiday	Days	P.M. Shift
YEAR 1		
1. Good Friday	04/21/00	04/20/00
2. Victoria Day	05/22/00	05/22/00
3. Canada Day	07/03/00	07/03/00
4. Civic Holiday	08/07/00	08/07/00
5. Labour Day	09/04/00	09/04/00
6. Thanksgiving Day	10/09/00	10/09/00
7. Christmas Period	***	***
8.	12/25/00	12/25/00
9.	12/26/00	12/26/00
10.	12/27/00	12/27/00
11.	12/28/00	12/28/00
12.	12/29/00	
13. New Year's Day	01/01/01	01/01/01
14. Heritage Day	02/19/01	02/19/01
15. Employee's Birthday		
16. Employee's Anniversary		
YEAR 2		
1. Good Friday	04/13/01	04/12/01
2. Victoria Day	05/21/01	05/21/01
3. Canada Day	07/02/01	07/02/01
4. Civic Holiday	08/06/01	08/06/01
5. Labour Day	09/03/01	09/03/01
6. Thanksgiving Day	10/08/01	10/08/01
7. Christmas Period	12/24/01	12/24/01
8.	12/25/01	12/25/01
9.	12/26/01	12/26/01
10.	12/27/01	12/27/01
11.	12/28/01	
12.	12/31/01	12/31/01
13. New Year's Day	01/01/02	01/01/02
14. Heritage Day	02/18/02	02/18/02
15. Employee's Birthday		
16. Employee's Anniversary		



YEAR 3	Days	P.M. Shift
1. Good Friday	03/29/02	03/28/02
2. Victoria Day	05/20/02	05/20/02
3. Canada Day	07/01/02	07/01/02
4. Civic Holiday	08/05/02	08/05/02
5. Labour Day	09/02/02	09/02/02
6. Thanksgiving Day	10/14/02	10/14/02
7. Christmas Period	12/23/02	12/23/02
8.	12/24/02	12/24/02
9.	12/25/02	12/25/02
10.	12/26/02	12/26/02
11.	12/27/02	
12.	12/30/02	12/30/02
	12/31/02	12/31/02
13. New Year's Day	01/01/03	01/01/03
14. Heritage Day	02/17/03	02/17/03
15. Employee's Birthday		
16. Employee's Anniversary		

Note: P.M. Shift is the IO Hour Afternoon Shift

Note: Move December 22, 2000 (year 1) to December 23, 2002 (year 3)

**25.02** Where one of the above holidays falls on a Saturday or Sunday, they will be observed and paid on the Monday or preceding Friday, as determined by mutual agreement between the Company and Union.

**25.03** When a Paid Holiday falls during an employee's annual vacation, the employee shall be entitled to an additional day of vacation paid at his/her regular hourly rate multiplied by eight (8) hours

**25.04** Employees who are eligible for holiday pay and who do not work on the holiday shall receive holiday pay on the basis of their regular hourly rate multiplied by eight (8) hours. Should any employee be eligible for income from two (2) sources for a paid holiday, the Company will make up the difference between the employee's regular wage for the holiday and any amount he/she receives for the day in question from any other source for which Timberjack pays premiums.

**25.05** An employee shall not be entitled to holiday pay when he:

**25.06** Is absent without permission from work on the day before or the day after such holiday when normally required to work by his/her regular work schedule; or

**25.07** Is absent from work for any reason continuously for the twenty (20) working days preceding such holiday and is absent his/her first regular day following such holiday.

**25.08** Is absent on a leave of absence as contemplated in Article 23.03 of this Agreement.

## **26 - VACATIONS**

The service requirement for determining vacation eligibility shall be at July 1st, of the vacation year.

**26.01** Employees with less than one year of service as of July 1st in any year shall be entitled to a vacation of 1 day per month of service to a maximum of 5 days. The month following the month of hire shall count as the first month. Vacation pay will be at the pay rate of 4%

**26.02** Employees with one but less than 5 years of service as of July 1st in any year shall be entitled to two weeks vacation at the pay rate of 4%.

**26.03** Employees with five (5) years, but less than ten (10) years of service as of July 1st in any year, shall be entitled to three weeks vacation at the pay rate of 7%.

**26.04** Employees with ten (10) years but less than fifteen (15) years of service as of July 1st in any year shall be entitled to four weeks vacation at the pay rate of 8%.

**26.05** Employees with fifteen (15) years but less than twenty (20) years of service as of July 1st in any year shall be entitled to four weeks vacation at the pay rate of 9%.

**26.06**

- (a) Employees with twenty (20) years or more of service as of July 1st in any year shall be entitled to five (5) weeks vacation at the pay rate of 10%.
- (b) Employees with twenty-five years or more of service as of July 1st in any year shall be entitled to six (6) weeks vacation at the pay rate of 12%.

**26.07** Vacation pay cheques for the vacation year ending June 30th shall be issued by July 15th each year, unless the employee notifies the company in writing by May 31st, that he/she wishes to have it paid at time of vacation. Vacation pay will be issued in a minimum of 1 week amounts.

**26.08**

- (a) By April 1st each year, the Company will announce if there is to be a scheduled vacation close down.
- (b) Any such close down will be between July 1st and Labour Day.
- (c) All vacation arrangements will be finalized by May 1st. Requests must be submitted in writing by April 15th.
- (d) A plant close down will be for up to three weeks.
- (e) In the event production scheduling requires staggered vacations, seniority will prevail when production requirements limit the number of employees in any classification or department going on vacation at any one time.
- (f) In the event of staggered vacations, the time off will be taken at a time mutually agreeable to the employee and Company alike and upon requests such vacations up to 3 weeks will be scheduled between July 1st and Labour Day by seniority and subject to Article 26.09.
- (g) In the event that there is limited work in the close down period, it will be offered first to those individuals who are entitled to two weeks vacation or less by seniority (to a maximum of the difference between the shutdown period and their actual vacation entitlement) and secondly in seniority to those who have submitted written requests to the Human Resources Dept. by May 1st; provided that such employees are

fully qualified to immediately perform the available work without training. The selection of which week the employee works will be based on seniority. Where there are insufficient qualified volunteers, the work will be offered in the following order until sufficient qualified volunteers are found: (1) In seniority order, to the classification in the department requiring the work. (2) In seniority order, to other qualified employees in the department. (3) In seniority order, on a plant-wide basis.

**26.09** Employees requested and working during a plant shutdown and employees entitled to a fourth, fifth or sixth week's vacation will take their vacations at a time satisfactory to the employee and Company alike, finalizing their requests by January 1 and taking the vacation not later than June 30th of the following year.

Vacation entitlement for the current year may not be taken consecutive to the prior years vacation entitlement.

**26.L0**

- (a) Vacations are for the purpose of rest and relaxation, therefore, no employee may elect to receive vacation pay and not take his/her vacation entitlement, unless there are mitigating circumstances.
- (b) An employee may elect to take up to two (2) weeks vacation while waiting for the establishment of a U.I.C. claim. This will be considered a mitigating circumstance.

**27 - HEALTH AND SAFETY**

**27.01** The Company and the Union agree that they mutually desire to maintain high standards of safety and health in the plant, in order to prevent industrial injury and illness.

**27.02** The Company shall make all reasonable provisions for the safety and health of the employees during working hours and supply such safety devices and other equipment necessary to properly protect employees from bodily harm.

**27.03** Accordingly then, a shop safety committee shall be created to act in an advisory capacity to the Company. Such committee shall have bargaining unit members chosen by the Union, from each of the following departments and one from each off shift. This committee will meet prior to each Joint Health and Safety Committee meeting. A maximum of five (5) of this committee will attend the Joint Health and Safety Committee meeting.

Departments:

601	Plate Shop
607	Final Assembly/Paint Shop
609	Attachment Shop
603	Weld Shop
644/648	Maintenance/Jig & Tool
604	Log Loader Assembly
605	Skidder Assembly
606	Feller Buncher Assembly
649	Stores
741	R&D
610	Final Goods Shipping

**27.04** The Joint Health & Safety Committee shall meet once each month and their purpose will be to promote safety and industrial hygiene in the plant and recommend to the Company following such meetings suggested action flowing from their deliberations.

**27.05** If an employee considers a job to be hazardous, he/she shall immediately notify his/her Foreman. The Foreman will consider the claim together with the Safety Coordinator and the department Union Representative. If the employee believes that, after the Foreman's disposition of the matter, the job remains hazardous, he/she may lodge a grievance or claim his/her rights under the Occupational Health and Safety Act.

**27.06** The Company will pay the cost of annual medical examinations for painters, welders and labourers continually working on painted surfaces.

**27.07**

- a) The Company will provide the Union with a copy of all Worker's Compensation Board claim forms (Form No. 'D). The Company agrees to provide the Worker's Compensation Chairman with information which may reasonably be required in the performance of this function.
- b) If an employee is required to leave the plant for the initial treatment by a medical doctor, of an injury sustained in the performance of his/her work, he/she shall be paid for the balance of his/her shift should be unable to return to the plant due to the injury. Should the injury be such that the employee is able to continue his/her shift after treatment, he/she shall be paid only for the period of time he/she was away from the plant; provided he/she is not eligible for Workers' Compensation for such periods. If an employee is required to see a doctor for treatment of an occupational injury subsequent to the day of injury and it is impossible for arrangements to be made for him to see the doctor except during the employee's scheduled work hours, he/she will be compensated for loss of wages.

**27.08** With the view of encouraging members of the Bargaining Unit to become qualified in the art of First Aid, the Company will pay an hourly premium rate of thirty (\$0.30) cents per hour to designated employees holding a certificate issued by the St. John's Ambulance Brigade. The Company will designate one such person on a shift where no nurse or full time first aid service is provided.

**27.09** All apparel or safety devices, including safety shoes, eye protection and hearing protection, which the Company requires to be worn, shall be worn by the employees and failure to do so will constitute cause for disciplinary action.

**27.10** The Company agrees to supply equipment as follows:

**27.11 GLOVES** First pair free to all employees requiring gloves. Subsequent pair to be provided free of charge in

exchange for worn out pair. Worn out gloves shall be punched by the stockroom and cannot be used again in exchange for worn out pair.

**27.12 FACE SHIELDS** The Company agrees to supply and maintain face shields other than welders' helmets, free of charge and to provide standard replacement lenses and standard head bands for welders' helmets. The Company will also provide standard cutting goggles.

**27.13** The Company will furnish and pay the cost of hearing protection where it deems necessary. The Company will replace or repair such equipment when in its opinion it is necessary to do so.

**27.14** The Company also agrees that a sufficient number of sets of welders' sleeves and aprons will be made available for use by welders when required.

**27.15** The Company will furnish safety glasses where it deems necessary. The Company will pay the cost and will supply the Frames and lenses for both plain and prescription glasses. Prescription lenses will be equivalent to polycarbonate lenses. The payment of cost of examinations to determine prescription glasses will be as provided under the medical coverage provided and paid for by the Company for employees. The Company will replace lenses, either plain or prescription, when, in its opinion, they are pitted or scratched so as to impair vision. The Company will publish annually the costs that it will subsidize fully and the locations where safety glasses can be obtained at that cost.

Where actual costs are higher than the subsidy, the Company will pay fifty percent (50%) of the excess cost. Where the actual costs are higher than the subsidy and the basis for the extra cost is clearly medically required and prescribed, the Company will pay the full cost. In case of any dispute, the extra cost will be split 50-50.

**27.16** The first pair of safety shoes shall be paid for by the

employee. In any one contract year, the Company will reimburse the employee the maximum indicated according to the following schedule:

- a) Effective April 1, 2000, \$110.00; Painter classification and Metatarsal shoes. \$120.00
- b) Effective April 1, 2001, \$115.00; Painter classification and Metatarsal shoes, \$125.00
- c) Effective April 1, 2002, \$120.00; Painter classification and Metatarsal shoes, \$130.00

Payment in all cases is provisional on the employee providing proof of purchase of approved safety shoes.

**27.17** The Company agrees to provide painters with masks, and the cost of providing painters with clean overalls as approved by the foreman, but no less frequently than once each week.

**27.18** The Company will also make available leather aprons for flamecutters and shear and brake operators without charge and other operations as determined by the Company.

**27.19** The Company will distribute coveralls for employees who want them. Employees will pay the cost. Payroll deduction will be made available.

**27.20** A joint committee will be in place to review the return to work of employees absent due to work related injuries. The committee will consist of a representative of the Union's choice, the Worker's Compensation Chairman, as outlined in Article 8.01, and the injured worker, and up to two (2) representatives from the Company.

**27.21** The Company will provide one welding helmet during the life of this agreement, for all employees in welding positions. The welding helmet will be supplied through Timberjack sources and the employee must return his worn out helmet.



## TRAINEE 'VACANCIES

**28.01** When the Company intends to involve a trainee program in any classification, they shall advise all employees through a bulletin notice. Any interested employee can signify their interest to the Labour Relations Department. The Union Plant Chairman will be notified of all such employees.

**28.02** Any employee assigned as a trainee on groups other than groups 1 to 3 inclusive would be paid the minimum rate of the group, one group rate below the group rate of the classification he/she is assigned to.

**28.03** Upon completion of an his/her probationary period, he/she shall receive an increase of five (\$0.05) cents per hour.

**28.04** Upon completion of an additional three months, he/she shall receive an increase of five (\$0.05) cents per hour:

**28.05** Upon completion of a further three months, he/she will be transferred to a classified occupation with an increase to the minimum indicated for such occupation.

**28.06** Such increases are subject to satisfactory performance and may be withheld only once, the reason for withholding, will be explained to the employee and recorded in writing.

## 30 - FOOD AND BEVERAGE SERVICE

**30.01** A food and beverage service will be maintained for the use of employees of the Company.

## 31 - INTRODUCTION OF NEW EQUIPMENT

**31.01** It is recognized that the introduction of new equipment, processes and methods and new products may re-

quire the establishment of new occupational classifications. In such event, the Company will establish such new classifications and rates in relation to existing rates and ranges. At least five (5) working days prior to the institution of such new rates, the Company will call a meeting with the Union Negotiating Committee to discuss the changes. Following such discussions, should the Committee fail to agree and accept the Company's classifications and/or rates, the matter may be presented as a grievance, within ten (10) days.

**31.02** Where the Company does not establish a new classification, the employee on the job affected will be given training. A reasonable training period of up to fifteen (15) days will be designated. This period may be extended by mutual consent. By the end of the training period, the employee should be able to meet all performance expectations.

**31.03** Where employee skills are made obsolete as a result of the changes anticipated by clause 31.01 or 31.02, the Company will make a reasonable effort to update those skills. Employees will be selected for this training on the basis of previous skills, related qualifications, personal interest, class size limitations, and/or a related job. Such training may be held on the employee's personal time and will be voluntary.

**31.04** Where the employee skills are made obsolete as a result of a permanent discontinuance of their classification, the Company will provide up to 5 days of training to update those skills and the following procedure will apply. Employees will be selected for training on the basis of seniority, and qualifications. Such training may be held on the employee's personal time and will be voluntary.

**31.05** The Company and the Union recognize a fiercely competitive world wide market place. In order to survive and prosper together, both must actively support the experimentation of new manufacturing concepts and productivity improvements. Employees may make suggestions and may participate in making the changes. Some of the experiments may include preventative maintenance with

operator involvement, grouping similar operations and enhancing operator quality control skills and responsibilities.

**32.01** The Company agrees that the present practice of paying by cheque weekly will be continued for the life of this agreement. All employees hired after April 1, 1997, will be paid by direct deposit.

**32.02**

- a) During the life of this agreement, the Company will instruct its Foremen and Supervisory staff that new employees on their first day of work will be introduced to his/her Steward.
- b) The purpose of this introduction is to acquaint the employee with his/her authorized Union representative. It will be the Steward's duty to provide the employee with a copy of the Collective Agreement.

**33 • SCHEDULES**

**33.01** It is mutually agreed by the Company and the Union, that the following schedules, whether attached to, or separate from this Agreement, are considered in all respects to form an integral part of this Agreement:

- A Wage Rates and Classifications
- B Employee Benefit - Welfare
- C Pension Plan
- D Paid Education Leave

Classification	SCHEDULE "A"		
	April 1/2000	April 1/2001	April 1/2002
GRADE 1 Sweeper Janitor	\$18.89	\$19.36	\$19.85
GRADE 2 Labourer	\$18.93	\$19.41	\$19.89

	April 1/2000	April 1/2001	April 1/2002
GRADE 3 .....	\$19.00	\$19.48	\$19.97
Shot Blast Operator			
GRADE 6 .....	\$19.30	\$19.78	\$20.28
Painter			
Plate Shop 2			
Mag Burn Operator			
Material Handler			
GRADE 7 . . . .	\$19.40	\$19.89	\$20.39
Assembler 1			
GRADE 8	\$19.56	\$20.05	\$20.55
Machine Operator 1			
Brake Operator			
Welder I			
Maintenance Man			
Boring Machine Op.			
Machine Cell Op. 2			
GRADE 9	\$19.65	\$20.14	\$20.64
Fitter-Welder			
Jig & Tool Maker			
Machine Set Up & Operate			
Plate Shop Set Up & Operate			
R&D Mechanic			
Weld Cell Operator 2			
GRADE 10 .....	\$20.00	\$20.75	\$21.52
Maintenance-Mechanic			
Machinist			
GRADE 11 .....	\$20.57	\$21.33	\$22.11
Electrician Journeyman			
Millwright Journeyman			
R&D Technician			

Electronics Premium:

NOTE: A Premium of \$0.50 per hour will be paid for qualified individuals in the Maintenance Man, Journeyman Electrician, Journeyman Millwright, and Maintenance Mechanics classifications.

Schedule "B"  
Employee Benefits - Welfare

The Employee Benefits provided in this contract include the following:

Life Insurance:

Effective April 3, 2000 \$41,000  
Effective April 1, 2001 \$42,000  
Effective April 1, 2002 \$43,000

Employees may purchase an equivalent amount of Life Insurance through payroll deduction.

Effective April 7, 1997, Employee's spouse & dependant children \$7,000 each

Accidental Death and Dismemberment:

Effective April 3, 2000 \$41,000  
Effective April 1, 2001 \$42,000  
Effective April 1, 2002 \$43,000

Blue Cross or **Equivalent Plan** for Prescription Drugs:  
\$0.35 deductible plan

Blue Cross or Equivalent Preventative **Basic Dental Care Plan 7 with Rider No. 2&3**  
Rider 2, no deductible, 50% of cost  
Rider 3, no deductible, 50% of cost of a Maximum Benefit of \$1,500

Effective April 3, 2000, 1999 Schedule of Payments, no deductible

Effective April 1, 2001, 2000 Schedule of Payments, no deductible

Effective April 1, 2002, 2001 Schedule of Payments, no deductible

Vision Care:

The following amount will be reimbursed for prescription eyewear for employee and covered dependents:

Effective April 3, 2000 - \$50 in a 24 month period  
Effective April 1, 2002 - \$100 in a 24 month period

#### Ontario Health Insurance Plan

##### Major **Medical** Insurance:

Blue Cross or Equivalent Extended Health Care Plan in effect for the Company's salaried employees in Woodstock on April 1, 1988. Chiropractic coverage of \$15.00 per visit effective April 7, 1997. Includes basic Outside Canada Coverage. Coverage will be provided for Glucometer to a maximum of \$500.00 once every five years.

##### Sickness and Accident Insurance:

(1-1-4-26 Plan) Weekly benefit equal to \$475. Surgery is included in first day coverage. This improved benefit is accepted by the Union in satisfaction of any employee's share of future Unemployment Insurance premium rebates payable to the employees, which rebates shall then become directly payable to the Company.

##### Long Term Disability Insurance:

Effective August 23, 1991, \$325 per week

The above benefits are provided in compliance with the following conditions:

#### **34 - IELIGIBILITY**

**34.01** An employee will become insured for Group Life Insurance, Sickness and Accident, Accidental Death and Dismemberment (non-occupational) Insurance, and Major Medical Insurance, on the day next following the date the employee has completed two hundred (200) worked hours, and Long Term Disability as per Article 41.01 (a). If an employee is not actually at work on the day his/her Life, Accident and Sickness, Accidental Death and Dismemberment Insurance, Major Medical and Long Term Disability Insurance would otherwise become effective, he/she will

be covered on the day such employee returns to active work.

**34.02** In those instances where coverage under one or more of the benefits included in this Schedule may be affected in whole or in part by Federal or Provincial legislation; adjustment (where permissible by such legislation) may be necessary in the benefit scheme concerned, will be made by the Corporation to such scheme to maintain coverage equal to that which existed prior to such legislation.

**34.03** An insured active employee who is absent from work on the effective date of any change in the benefit plans for Sickness and Accident Insurance and Long Term Disability Insurance shall not be entitled to such change in benefits until the day on which he/she returns to active work. Such employee will be eligible for such changes in Life, Accidental Death and Dismemberment, Prescription Drug Plan, the Dental Plan and Major Medical on the effective date of the change.

### **35 - LIFE INSURANCE (EMPLOYEES ONLY)**

#### **35.01**

- a) Those employees who are actively at work on April 3, 2000 (or upon return to work if later) will be insured for Life Insurance in the amount of \$41,000; on April 1, 2001 for \$42,000; April 1, 2002 for \$43,000.
- b) The spouse and each dependant child of an employee actively at work on April 7, 1997 will be insured for \$7,000. This insurance coverage will continue per Article 43.

**35.02** The Life Insurance benefit becomes payable upon the death of the insured employee regardless of the cause of death. The full amount of the death benefit will be paid to the person or persons whom the employee has named as his/her beneficiary. The insured employee may change the beneficiary designation at any time. In such case, the

employee shall complete a change of beneficiary form which should be requested from the Corporate Administration Department, at which time instructions will be given on completion of the form.

**35.03** Effective April 17, 1988, retirees will be insured for Life Insurance in the amount of \$5,000. Employees retiring after April 7, 1997, will be insured for Life Insurance in the amount of \$7,000.

**36 - ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (NON-OCCUPATIONAL)**

**36.01** Those employees who are actively at work on April 3, 2000 (or upon return to work if later) will be insured for Accidental Death and Dismemberment Insurance in the amount of \$41,000; April 1, 2001 for \$42,000; April 1, 2002 for \$43,000.

**36.02** In the event an insured employee suffers one of the losses described in the following paragraphs, as a result of a non-occupational bodily injury sustained solely through external, violent and accidental means and directly and independently of all other causes, either the insured employee (or in the event of such employee's death), his/her beneficiary or beneficiaries shall be entitled to the amount of Accidental Death and Dismemberment Insurance by which such employee is covered under this schedule.

**36.03** The principal sum of an insured employee's Accidental Death and Dismemberment Insurance will be paid as a result of such employee's loss of life, both hands, both feet, the sight of both eyes, one hand and one foot, one hand and the sight of one eye or one foot and the sight of one eye; and one-half (1/2) the principal amount for the loss of one hand, one foot or one eye.

**36.04** Loss means with regard to hands or feet - dismemberment by severance at or above the wrist or ankle joints. With regard to eyes - total and permanent loss of sight beyond remedy by surgical or other means.



**36.05** No Accidental Death and Dismemberment Insurance benefit shall be paid under this schedule for any loss resulting from or caused directly or indirectly or wholly or partially by:

- a) Bodily or mental infirmity, hernia, ptomaine, bacterial infections or diseases or illness of any kind;
- b) Suicide or self-inflicted injury, while sane or insane;
- c) War or any act of war, declared or undeclared, or service in the armed forces of any country, or performing police duty as a member of any military organization;
- d) Engagement in a felonious enterprise or as a consequence of having engaged in such an enterprise.

**37 • ACCIDENT AND SICKNESS INSURANCE  
(NON-OCCUPATIONAL)**

**37.01** Those employees who are actively at work on May 23, 1994 (or upon return to work if later) will be insured for Weekly Accident and Sickness Insurance at a level equal to \$475.00 per week. Accident and Sickness weekly benefits will be payable up to a maximum of twenty-six (26) weeks for any one disability upon certification of a licensed physician that an employee is disabled and unable to perform any work. Benefits will commence with the first (1st) day of disability due to an accident or surgery, on the first (1st) day of hospitalization, or on the fourth (4th) day of disability due to a sickness.

**38 • ONTARIO HEALTH INSURANCE PLAN  
(EMPLOYEE AND DEPENDANTS)**

**38.01**

- a) An employee and eligible dependant(s) will be insured for Hospital and Medical Expense benefits in accordance with the provisions of the Ontario Health Insurance Plan, supplemented by the Ontario Health Insurance Commission (Blue Cross or equivalent) semi-private hospital accommodation insurance schedule.

- b) In the event that extra billing above OHIP fee schedule becomes and remains legalized, the Company will provide for a means to reimburse employees. This coverage would be effective for active employees beginning April 1, 1987. The Company will seek a cost effective form of coverage. Under no circumstances will the Company be liable for coverage costs of more than one cent per hour worked.

#### MAJOR MEDICAL

**38.02** Those employees who are actively at work on April 1, 1988 (or upon return to work if later) will be covered by the Blue Cross or equivalent Extended Health Care Plan in effect for the Company's salaried employees in Woodstock on April 1, 1988.

#### 39 • BLUE CROSS OR EQUIVALENT PLAN FOR PRESCRIPTION DRUGS

**39.01** An employee and eligible dependant will be insured for Prescription Drug Expense benefits in accordance with the provisions of the Blue Cross or equivalent Plan for Prescription Drugs, Form D-602-10M-7-71 (\$0.35 Prepayment Plan). Coverage includes specified injectables and accessories.

#### 40 • DENTAL PLAN

**40.01** An employee and eligible dependant will be insured for preventative basic dental care in accordance with the provisions of the Blue Cross or equivalent Preventative Basic Dental Care Plan 7, with Rid&s #2 (50% of cost) and #3 (50% of cost to a Maximum Benefit of \$1,500) Effective April 3, 2000 - 1999 Schedule of Payments, No Deductible  
Effective April 1, 2001 - 2000 Schedule of Payments, No Deductible  
Effective April 1, 2002 - 2001 Schedule of Payments, No Deductible.

## 41 - LONG TERM DISABILITY INSURANCE

### 41.01

- a) Those employees who are actively at work on April 1, 1991 (or upon return to work if later) and have two (2) years or more of seniority will be insured for Long Term Disability Insurance in the amount of \$325 per week to age 65.
- b) An employee's Long Term Disability Insurance benefit will not be reduced by the amount of any disability and/or old age benefits for which the employee is eligible under the Canada Pension Plan.
- c) The definitions of disability and eligibility provisions will be consistent with those in the salaried employee's Long Term Disability Plan in effect April 1, 1988.

## 42 - PREMIUMS

**42.01** The Company shall pay the full cost of all premiums for the above benefits. In the event there is a reduction of the premium for any one of the benefit plans contained herein, any saving in cost shall accrue solely to the Company. It shall be the responsibility of each employee to complete the application forms, including certification by the attending physician where necessary, and to complete new forms in those cases where the family status has changed.

**42.02** Where medical forms are required by the Company, it will be the responsibility of the employee to have the forms completed as prescribed, to pay the treating agency, and to deliver the forms to the Company. The Company will reimburse the employee for the cost of completion of such forms upon his/her submission of a receipt.

**42.03** Effective April 1, 1988, the Company will continue to provide for early retirees, to age sixty-five (65), the following benefits: O.H.I.P. with semi-private hospital coverage, drug plan and life insurance. Upon attaining age sixty-five (65) this benefit coverage will cease, with the

exception of Life Insurance, which will then be in accordance with Article 35.03.

**43 - COVERAGE DURING ABSENCE  
AND LAY-OFF**

**43.01** The Company will continue the payment of an employee's premiums for the above benefits while such employee is absent due to sickness or accident as follows:

**43.02** LIFE INSURANCE - up to twelve (12) months following the month in which such absence commences. Accidental Death and Dismemberment Insurance under the same conditions up to twelve (12) months.

**43.03** SICKNESS AND ACCIDENT ALLOWANCE - up to twenty-six (26) weeks when the employee is eligible and receiving such benefits.

**43.04** ONTARIO HEALTH INSURANCE PLAN/MAJOR MEDICAL - up to twelve (12) months following the month in which such absence commences.

**43.05** PRESCRIPTION DRUG PLAN - up to twelve (12) months following the month in which such absence commences.

**43.06** DENTAL PLAN - up to twelve (12) months following the month in which such absence commences.

**43.07** The Company will continue the payment of an employee's premiums for the above benefits for up to twenty-four (24) months while such employee is absent due to an accident for which he/she is eligible and receiving Worker's Compensation Board benefits.

**43.08** The Company will continue the payment of an employee's premiums for the above benefits while he/she is absent due to a lay-off for a period of two (2) months following the month in which the employee is laid-off. Thereafter, the employee may continue his/her Ontario Health Insurance Plan, Blue Cross or equivalent Plan for Prescription Drugs, Dental Plan, and Life Insurance cover-

age through the Company plans by paying the cost of (15) days prior to the beginning of the month for which payment is made.

43.09 An employee who still retains seniority shall, if his/her paid coverage has lapsed through the time limits in the foregoing, be reinstated in the Life, Accidental Death and Dismemberment, Sickness and Accident Insurance plans, Prescription Drug Plan, Dental Plan, Long Term Disability Plan and Major Medical Plan on his/her first day back to work. An employee whose contributions have lapsed for the Ontario Health Insurance Plan coverage will be reinstated in this plan in accordance with the regulations of the plan.

#### SCHEDULE "C"

44.01 The Pension Plan, as amended effective April 1, 1997, provides the following benefits for new and current retirees: The monthly pension payable to an employee retired under the provisions of the Plan:

- a) For retirements commencing on and after April 1, 1997, the pension benefit will be increased from \$37.50 per month per year of service to \$38.50 per month per year of service.
- b) For retirements commencing on and after April 1, 1998, the pension benefit will be increased from \$38.50 per month per year of service to \$39.75 per month per year of service.
- c) For retirements commencing on and after April 1, 1999, the pension benefit will be increased from \$39.75 per month per year of service to \$41.25 per month per year of service.
- d) Current retirees will receive the increase described in a), b) and c) above on the effective dates stated.
- e) Effective April 1, 1988, employees who have attained fifty-five years of age, and who have at least two years of credited service may retire. The pension benefit shall be subject to an actuarial reduction based on age at the time of retirement. This reduction will be described in an actuarial reduction table and will amount to a reduction in the basic pension benefit of approximately 5% for each year the em-

- ployee is under age sixty-two (62) at the time of retirement (effective April 1, 1990).
- f) Effective January 1, 1981, the calculation of credited service will be changed from the current quarter year method to the one-tenth year method.
  - g) Effective January 1, 1981, employees who are granted a leave of absence due to an illness or injury, which is compensable under Workers' Compensation legislation will receive credited pension service for regular hours lost.
  - h) Designated Survivor Option. Vested active employees are eligible to apply for a 60% Designated Survivor Option. They may, if they wish, apply for a 100% Designated Survivor Option prior to retirement. Eligibility provisions will be consistent with those in the salaried employees' Pension Plan in effect April 1, 1988. All options will be subject to standard actuarial reductions as determined by the Company's actuary. The employee's legal spouse will be automatically eligible for the 60% benefit or its commuted value (per the Pension Benefits Act) unless the legal spouse signs off the entitlement. There will be a reduction in a normal pension to cover the 60% survivor option at retirement unless the spouse waives the option.
  - i) Effective April 1, 1985, employees who are granted a Leave of Absence to attend to Union business will receive credited pension service for regular hours lost; provided that no such credited pension service shall be received for any employee who holds a full time office with his/her Union.
  - j) Effective April 7, 1997, the Pension Plan recognizes a maximum of thirty-seven (37) years of credited service. Effective April 1, 1998 this will increase to thirty-eight (38) years of credited service and effective April 1, 1999 the Pension plan will recognize a maximum of thirty-nine (39) years of credited service. Effective April 1, 2000 the Pension plan will recognize all years of credited service.
  - k) Employees between forty-five (45) and sixty-five (65) years of age satisfy the age requirement for a Disability Retirement Pension.
  - l) An employee's pension will not be reduced by the

- equivalent of any Workers' Compensation Board or Canada Pension Plan disability benefit for which he/she may be eligible, or income from private sources.
- m) Bridge Benefit of \$4.00 per month per year of credited service for all employees who retire with two (2) years of service at age 61 or less, on or after April 1, 1997, and is payable from age 60 to age 65.

Bridge Benefit of \$10 per month per year of credited service for all employees who retire with two (2) years of service, on or after April 1, 2000, payable from age 60 to age 65.

Effective April 1, 2001 the Bridge Benefit increases to \$12 per month per year of credited service.

Effective April 1, 2002 the Bridge Benefit increased to \$14 per month per year of credited service.

#### TERMINATION OF EMPLOYMENT

**45.01** An employee whose employment by Timberjack Inc. is terminated for any reason shall have his/her Life, Accidental Death and Dismemberment, Sickness and Accident Insurance and Long Term Disability Insurance cancelled at the end of the day on which employment is terminated.

An employee receiving L.T.D. benefits will not have such benefits terminated on the basis that his employment has been terminated. Disqualification from this benefit will be based on the provisions of the L.T.D. plan.

**45.02** Upon proper application to the Insurance Company within the thirty-one (31) day period immediately following the day on which an employee's Life Insurance under this Plan is cancelled, such employee shall have the option of continuing all or a portion of such terminated Group Life Insurance under an individual policy. Such individual policy shall be issued to the employee, without medical examination, upon one of the forms of policy then customarily issued by the Insurance Company (except a policy of term insurance or a policy containing provisions for disability or accidental death and dismemberment benefits) at

the premium rate for the employee's class of risk and attained age at the time of his/her application. Any such individual life insurance policy shall become effective at the end of the thirty-one (31) day period of eligibility, but if the employee should die during such period, whether or not he/she has applied for an individual policy, his/her beneficiary or beneficiaries shall be entitled to such employee's Life Insurance under this Plan.

**45.03** An employee whose employment by Timberjack Inc. is terminated for any reason shall have his/her Ontario Health Insurance Plan continued in accordance with the provisions of the Provincial Plan, however, the Company's contributions for such coverage shall cease, at the end of the calendar month in which such termination of-employment occurred.

**45.04** An employee whose employment by Timberjack Inc. is terminated for any reason shall have his/her Prescription Drug Expense, Dental Plan and Major medical coverage cancelled at the end of the calendar month in which such termination of employment occurred and the Company's contribution shall cease as of the same date.

#### Schedule "D"

##### Paid Education Leave

**01** The Company agrees to pay into a special fund one cent (\$0.01) per hour, per Bargaining Unit employee for all compensated hours for the purpose of providing paid educational leave. Effective April 1, 2001 this will increase to two (\$0.02) per hour.

**02** The purpose of paid educational leave will be to upgrade the employees in all aspects of handling their Union Functions in respect to employer/employee relations.

**03** Beginning July 1, 1983, such monies will be paid quarterly into a trust fund established and administered by the Glass, Molders, Pottery, Plastics & Allied Workers International Union and sent to 61 International Blvd., Suite 103, Rexdale, Ontario, M9W 6K4, accompanied by data showing the basis of payment.

**04** The Company further agrees that members of the Bargaining Unit, selected by the Union to attend the recognized Union Educational Courses will be granted a



leave of absence without pay for up to twenty (20) days actual instruction time, plus travel days where necessary, in any twelve (12) month period. Seniority will continue to accrue during any such absence.

#### Termination of Agreement

This Agreement shall come into effect on the 1st day of April, 2000 (unless otherwise specified above) and shall terminate on the thirty-first day of March, 2003. Notice that amendments are required or that either party intends to terminate the Agreement may only be given within a period of not more than 90 days and not less than 30 days prior to the termination date of this Agreement. If notice of amendment or of termination 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. It is understood that during any negotiations following upon notice of termination or notice of amendment, either party may bring forward counter proposals arising out of or related to the original proposals.

#### SIGNED FOR THE COMPANY:

J. \_\_\_\_\_ Erskine T. Bork \_\_\_\_\_  
R. Dallan \_\_\_\_\_ M. Murdoch \_\_\_\_\_  
J. \_\_\_\_\_ Tonin

#### FOR THE UNION:

D. Doyle \_\_\_\_\_ G. Larson \_\_\_\_\_  
B. Sawchuk \_\_\_\_\_ S. Mitchell \_\_\_\_\_  
B. Ratcliffe \_\_\_\_\_ D. Fowler \_\_\_\_\_  
A. Duivenvoorde \_\_\_\_\_

LETTER OF UNDERSTANDING

The following interpretation shall apply regarding the employee birthday provisions of Article 25.01 of the Collective Agreement.

Generally, the provisions of Article 25 will apply to this holiday except where specified in this letter.

An employee is expected to take a paid holiday on his/her birthday unless other arrangements are made. He/she may take the holiday, subject to his/her supervisor's manpower requirements, on any other regularly scheduled work day falling in the same calendar month as his/her birthday. The onus is on the employee to make a request to his/her supervisor, in writing, ten (10) or more working days prior to his/her birthday or the day desired if it is before the birthday. The supervisor will respond to the request in writing. Employees on alternating shifts who make a request for time off other than their-birthday will receive pay based on the shift they were on, on the actual day of their birthday.

Employees will not be entitled to overtime rates per Article 17.10 regarding the birthday holiday.

#### LETTER OF UNDERSTANDING

Afternoon Shift Overtime: If the Company determines that weekend overtime is available in two (2) or more departments, to employees of the Monday to Thursday (4 x 1 O's) afternoon shift, the Company will schedule all such overtime on the Friday evening rather than on the Friday evening in one department and on Saturday in another. It is recognized and agreed by the Company and the Union that there may be occasions when this arrangement is not appropriate for valid business considerations and, in such cases, it is not a mandatory requirement in offering overtime. Nothing in this letter will affect the Company's right to schedule overtime on Saturday, rather than on Friday.

#### LETTER OF UNDERSTANDING

Weld Shop Summer Hours: The Parties agreed during negotiations that all employees in the Weld Shop would vote on Summer Hours (Day Shift). The vote will be held each year around the first week of June.

Summer hours would be 6:00 a.m. 2:30 p.m. commencing on the first Monday in July and terminating on the Friday before Labour Day.

Summer hours will be presumed to be accepted by all Weld Shop employees if 75% or more vote in favour of Summer Hours.

If 75% or more vote in favour of Summer Hours, the Company will determine how many and which classifications are required as support staff. Volunteers from these classifications will be requested and should there be insufficient volunteers, junior employees from the classification will be assigned.

In May of each year, during the life of this Collective Agreement, the parties will review this letter with a view to adding the month of June. The addition of June is subject to the approval of both parties.

#### LETTER OF UNDERSTANDING

Material Handler: The following work will become the work of a Material Handler: assisting the Assembler in loading machines by crane, the blocking and chaining down as well as the preparation of kits and manuals for these machines. The loading of "drive-ons" can be performed by a Material Handler or a designated non-bargaining unit employee.

#### LETTER OF UNDERSTANDING

When an employee has applied for W.C.B., and has not had his/her claim approved within three (3) weeks from the date of application, he/she will be eligible to apply for Sickness & Accident Benefits. This agreement is contingent upon the employee signing a waiver for the Insurance Carrier, which allows W.C.B to reimburse the Insurance Carrier directly upon approval of the W.C.B. claim.

The employee is ineligible to apply for Sickness & Accident benefits if he/she has returned to work within three (3) weeks of applying for W.C.B.

## LETTER OF UNDERSTANDING

Students: The company may hire a maximum of fifteen (15) students for the period May 1 to September 1, provided that all laid off employees are first offered the work available, and the following rules will apply:

1. All students will be hired as Labourers and temporarily transferred to the appropriate classification as required and paid the rate of the job performed.
2. Students will receive pay for statutory holidays occurring during the period of employment (May, July and August)
3. Students will not acquire seniority or other benefits outlined in the collective agreement.
4. Student will pay monthly Union dues.
5. Students will not be eligible to work during the summer shutdown period unless requirement is not filled by Article 26.08 g.

This letter of agreement expires with the current collective agreement.

NOTES