

SOURCE	Union		
EFF.	96	11	16
TERM	98	11	15
NO. OF EMPLOYEES	190		
FORMER AGREEMENT	SA		

**COLLECTIVE  
BARGAINING AGREEMENT**

**- between -**

**DASHWOOD INDUSTRIES LIMITED,  
CENTRALIA, ONTARIO**

**- and -**

**THE UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA, LOCAL 3054.**

**Effective Date: November 16th, 1996  
Expiry Date: November 15th, 1998**

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## ARTICLE 1 - PURPOSE

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

## ARTICLE 2 - RECOGNITION

**2.01** The Company recognizes the Union as the sole **collective bargaining agency** for all its employees covered under the terms of this Collective Agreement, save and except, Foremen, persons above the rank of Foremen, Office and Sales Staff.

**2.02** When an employee covered by this Collective Agreement and the necessary equipment is available for the employee to perform work in **any** of the job classifications where the employee normally works, no Foremen, person above the rank of Foremen or other persons not **covered** by this Collective Agreement shall perform work normally performed **by** the employees in the job classifications except for the purposes of instruction, experimenting or in **cases of emergency**.

**2.03** (a) Any person employed as a student who elects to become a permanent employee and is accepted **by** the Company, will have his seniority and all other conditions of employment commence from the date of his acceptance **by** the Company as a permanent employee.

(b) The Company agrees that no students will be hired within ninety (90) calendar days of the date when regular employees are to be terminated because of the expiry of their recall rights as prescribed **by** Article 14.05 (d) of this Collective Agreement.

**2.04** It is understood and agreed between the parties to this Collective Agreement that should the Company opt to **service** customers from other locations in the province of Ontario, normally **serviced** by employees covered under the terms of this Collective Agreement, then the positions created shall first **be** offered to these employees aforementioned, before new employees are hired to perform the newly created jobs.

## ARTICLE 3 - UNION SECURITY

**3.01** All present employees covered under the terms of this Collective Agreement on the effective date of this Agreement and every new employee upon the completion of the **probationary** period, shall join the Union and remain a member of the Union in good standing as a condition of continued employment with the Company.

Probationary employees will be entitled to coverage under the Insurance and Welfare programs as set forth in Schedule "C" to take effect on the first day of the month following the completion of twenty-five (25) days worked. Probationary employees who have worked twenty-five (25) days shall receive payment for Paid Holidays covered in Article 13.01.

**3.02** The Company agrees that it shall deduct from all employees covered **by** this Agreement including probationary employees, an amount equal to the regular monthly Union dues which is two (2) times the employee's current hourly rate per month as prescribed by Local 3054. Said sums shall **be** remitted to the Union during the week following the week of deduction. The Company shall, when remitting such dues, **name** the employees from **whose** pay such deductions were made.

The Company shall not deduct any additional dues, fees or assessments without the specific written direction and authorization of the Union and in no **case** will the Company be held responsible for **any** dues, fees or assessments improperly deducted when the procedure herein is followed.

**3.03** in order to protect the employee's good standing of membership in the Union as required by Article 3.01, and in the event any employee in the Bargaining Unit falls into arrears of Dues **by** failing to work in the week that Union Dues are deducted because of lay-off, accident, sickness, leave of

absence or vacation and the regular monthly Union Dues are not remitted to the Union, the recovery of any such arrears will be accomplished by the following method:

1. A member who falls one (1) month in arrears will have the total arrears deducted from one (1) pay upon their return to work.
2. A member who falls more than two (2) months in arrears will have one (1) month's dues deducted from each week's pay until the arrears have been caught up.

Should any employee anticipate or encounter personal difficulties with the application of Sections 1 and 2 of this Article, alternative methods may be arranged between the employee and the Union to assist in the recovery of such arrears with the least amount of inconvenience to the employee. The Union will advise the Company in writing of such cases outlining the agreement reached and the Company will make the deductions as arranged.

#### ARTICLE 4 - MANAGEMENT RIGHTS

**4.01** The Union acknowledges that it is the exclusive function of the Company to hire, promote, classify, transfer and suspend employees and also the right of the Company to discipline or discharge any employee for just and reasonable cause provided that a claim by an employee, who has acquired seniority, that he has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.

**4.2** The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing used, the right to decide on the number of employees needed by the Company at any time, the right to use improved methods, machinery and equipment and jurisdiction over all operations, buildings, machinery, tools and employees are solely and exclusively the responsibility of the Company. However, should the Union wish to question the reasonableness of a production rate set for an operation, the Union shall have the right to investigate or have its time study personnel enter the plant and study the operation in question. If the Union is of the opinion that the Company has set an unreasonable production rate, the question of the reasonableness of the production rate may be referred in writing by the Union to a Board of Arbitration as provided in Article 8 within a reasonable period of time, but in any event not later than three (3) months after the Company has set the production rate, unless the rate has been affected by the conditions or requirements beyond the employee's control.

**4.03** The Company has the right to make, alter, publish and enforce reasonable rules and regulations to be observed by its employees. Such rules and regulations will be discussed with the Union before their implementation so that the reasonableness and enforceability can be reviewed.

**4.04** It is agreed that none of the rights set forth in this Article will be exercised in a manner inconsistent with the terms of this Agreement and further that all classifications will be in accordance with Schedule "A" attached.

#### ARTICLE 5 - SHOP STEWARDS

**5.01** The Company recognizes the right of the Union to appoint a maximum of eight (8) shop stewards, one of which will be designated as the Chief Shop Steward and one as the Alternate Chief Shop Steward.

The Union will endeavour to recruit Shop Stewards from as many areas or departments where possible in an attempt to maintain a full complement of Stewards as permitted by this article.

Only one steward from a given department, excluding the Chief Shop Steward, shall be allowed to leave his job to attend to any Union business pertaining to this Collective Agreement.

**5.02** The names of the stewards, from time to time selected, shall be given to the Company in writing and the Company shall not be required to recognize any such steward until it has been so notified.

<b>Number of Factory Employees (inclusive of the Shop Stewards)</b>	<b>Number of Shop Stewards</b>	<b>Selection Criteria</b>
<b>1 - 80</b>	<b>2</b>	<b>Chief &amp; Alternate Chief</b>
<b>81 - 120</b>	<b>3</b>	<b>Next senior Steward</b>
<b>121 - 160</b>	<b>4</b>	<b>Next senior Steward</b>
<b>161 - 200</b>	<b>5</b>	<b>Next senior Steward</b>

**5.05** The Company shall inform the appropriate Union Steward of a new employee hired in his area of representation on the day that such new employee commences his employment and when the new employee's probationary period has been completed.

**ARTICLE 6 - NO DISCRIMINATION**

**6.01** The Company and the Union agree that there will be no discrimination against any employee because of race, colour, creed, sex, national origin, age or Union membership. Any reference in this Agreement to "he or "she" shall be considered to refer to an employee of either sex

**ARTICLE 7 - DISCHARGE AND DISCIPLINARY PROCEDURES**

**7.01** The Company shall not take any disciplinary action without first warning the employee in the presence of a Shop Steward. In the event of a claim that an employee has been suspended or discharged unreasonably, the grievance shall be filed at Step Three (3) of the Grievance Procedure within three (3) working days. Warnings shall be given in writing and in the presence of a Shop Steward. The Company and the Union agree that disciplinary penalties shall not be imposed unreasonably or unjustly. In the event the circumstances justify immediate suspension or discharge of the employee,

he shall be given a reasonable opportunity to consult with his Shop Steward before leaving the Company's premises, unless it is necessary, because of the nature of the employee's conduct, to require the employee's immediate expulsion from the Company's premises.

**7.02** If it is determined or agreed at any step of the Grievance Procedure or decided by a Board of Arbitration that any employee has been disciplined or discharged unjustly, the Company shall put him back on his job with no loss of seniority and shall pay the employee the amount he would have earned had he been working, or by any other arrangement as to compensation, including reinstatement without pay, which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such Board.

**7.03** In the Service and Truck Driving Groups, the time limits in Articles 7 and 8 will be adjusted if necessary to conform with the availability of the shop steward or his alternate, but in no event to exceed ten (10) working days from the date of the incident.

**7.04** The Company shall provide the employee and the Union with a copy of any verbal or written warning affecting the employee. Any reply by the employee shall become part of his record. The record of any disciplinary action shall not be referred to or used against him at any time after twelve (12) months following such action.

Failure to grieve previous discipline, or to pursue any grievance to Arbitration, shall not be considered to be an admission that such discipline was justified. Any Grievance shall be subject to the time limits in Article 8.

**7.05** Employees while absent from work because of illness or injury shall not be subject to any disciplinary procedure during the period of their disability for any alleged violations of the Company's Rules or this Collective Agreement, subject to the limitations detailed in medical documents supplied to the Company.

## ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION

**8.01** "Grievances" as used in this Agreement will be any matter relating to wages, hours or working conditions, including question of, or compliance with the provisions of this Agreement and shall only relate to or concern any grievance which has arisen or arises subsequent to the date of this Agreement.

**8.02** Time limits as defined in this Grievance Procedure shall include only normal working days and shall not include Saturdays, Sundays, or Statutory Holidays and such time limits may be extended by mutual consent of the parties where application for such extension is made prior to the expiration of a time period as defined below.

**8.03** The Steward first (1st) selected by the employee will process the complaint or grievance to its conclusion and will be permitted the opportunity to discuss the problem with the employee prior to any meeting with the Foreperson or Supervisor.

**STEP ONE:** Any employee with seniority in the bargaining unit having a problem with regard to his relationship with the Company under the terms of this Collective Agreement will meet and discuss any such problem with his Foreperson or Supervisor in the presence of the shop steward of the employee's choice prior to initiating a formal grievance and within five (5) working days of the incident giving rise to the problem.

**STEP TWO:** Should the Steward or the employee be dissatisfied with the Foreperson or Supervisor's verbal disposition of such complaint or request, the Steward may, within two (2) working days refer such grievance in writing to the Foreperson or Supervisor who shall answer the grievance in writing within two (2) working days.

**STEP THREE:** In the event the grievance is not settled in Step One or Step Two, the Shop Steward may request a meeting with the Distribution or Manufacturing Managers, which is to be held within six (6) working days after the Union's receipt of the Foreperson or Supervisor's answer in Step Two and both the Company and the Union may have outside representatives present. Such meeting time shall be mutually set by the parties. If the grievance is not settled at the meeting in Step Three then either party may refer it to Arbitration within ten (10) working days from the Union's receipt of the Company's answer in Step Three and in accordance with Articles 8.05 to 8.12 inclusive.

**8.04** The Union and/or the Company shall have the right to file a grievance of a policy nature within ten (10) working days of the date of the incident coming to the attention of either party. A meeting between the appropriate representatives of the Company and the Union to discuss and attempt to resolve a policy grievance will be convened within five (5) working days of the filing of said grievance. Should the parties fail to reach a settlement of a policy grievance at this time, then either party may refer it to Arbitration within (10) working days of this meeting and in accordance with Articles 8.05 to 8.12 inclusive.

**8.05** A sole arbitrator may be selected by the parties within seven (7) working days of receipt of the notice of intent to arbitrate. In such cases, the parties shall endeavour to agree on the selection of an arbitrator. In the event the parties are unable to agree within a further seven (7) working day period, then a Board of Arbitration shall be constituted.

**8.06** A Board of Arbitration shall be composed of one person appointed by the Company, one person appointed by the Union and a third person to act as Chairman, chosen by the other two members of the Board.

**8.07** The request by either party for a Board shall name the first party's appointee to the Board. The recipient of the notice shall within seven (7) working days advise the other party of the name of its appointee to the Arbitration Board.

**8.08** Should the person chosen by the Company and person chosen by the Union to act on the Board fail to agree on a third person within seven (7) working days of the appointment of the second of them, they shall apply to the Ontario Labour Management Arbitration Commission for a list of Arbitrators. If the appointees fail to agree on a Chairman from this list they shall apply to the Minister of Labour for the Province of Ontario for the appointment of an impartial third member to act as Chairman.

**8.09** The decisions of an Arbitrator or a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be binding upon both parties and upon any employee affected by it. A majority decision shall be accepted as the decision of the Board and in the absence of a majority decision, the decision of the Chairman shall be accepted as the decision of the Board.

**8.10** The Arbitrator or the Board of Arbitration shall not have the power to alter, amend, modify, or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.

**8.11** Each of the parties to this Agreement shall bear the expenses of the Arbitrator appointed by it and the parties will jointly bear the expenses, if any, of the Chairman.

**8.12** Time limits fixed in this Article may be extended by mutual agreement in writing between the Company and the Union.

## **ARTICLE 9 - NO STRIKES - NO LOCKOUTS**

**9.01** It is agreed by the Union that there will be no strikes nor picketing during the period that this Agreement continues in operation, and the Company agrees that there will be no lockouts during the period that this Agreement continues in operation. The terms "strikes" and "lockouts" as referred to in the paragraph shall mean "strikes" and "lockouts" as defined by the Ontario Labour Relations Act.

**9.02** No action will be taken against any employee for refusing to cross a picket line set up in connection with a lawful strike.

## **ARTICLE 10 - WAGE RATES**

**10.01** During the term of this Agreement, the Company and the Union agree that all payment of wages shall be made in accordance with the wage rates set forth in Schedule "A" hereto, which is hereby made a part of this Agreement and by any Article of the Agreement pertaining to the payment of wages.

**10.02** The Company agrees to pay the employees wages earned every Friday, for the hours worked in the previous week, and such payment shall be made during working hours by

**Means of direct deposit into each individual employee's bank account. This direct deposit will be into existence as soon as it is reasonably possible following date of ratification of the Collective Agreement.**

## ARTICLE 11 - HOURS OF WORK AND OVERTIME

**11.01** The following paragraphs and sections define the normal hours of work and shall not be construed as a guarantee of daily, weekly, monthly or annual work.

**11.02** The basic work week is made up of five days, Monday through Friday and the basic work day is eight (8) hours, broken only by the established paid break periods and unpaid lunch period.

**11.03** The normal hours of work shall be as follows:

Day Shift:	7:00 a.m. to 12:00 Noon
	12:30 p.m. to 3:30 p.m.
Afternoon Shift:	3:30 p.m. to 7:30 p.m.
	8:00 p.m. to 12:00 Midnight

The Company may schedule two (2) maintenance personnel to perform preventive maintenance during the period of 12:00 Noon to 12:45 p.m.. This scheduling shall be rotated and not consecutive and not meant to exclude emergency or repair work.

Plant shift work when required shall be on a two (2) week rotation basis for employees required to perform such shift work.

The day shift unpaid lunch period shall be thirty (30) minutes to be taken between the hours of 11:45 a.m. to 12:45 p.m. with the evening shift unpaid lunch period being thirty (30) minutes from 7:30 p.m. to 8:00 p.m.

The paid break periods shall be of fifteen (15) minutes duration away from work at or about the mid-point of each half shift including a paid ten (10) minute break period prior to the commencement of any overtime period scheduled in excess of one hour.

**11.04** In the event that a three (3) shift work schedule is to be implemented, the normal work week for such a three (3) shift schedule shall be five (5) days Monday thru Friday (inclusive) and the normal work day shall be eight hours, broken only by the established paid break periods.

Day Shift:	7:00 a.m. to 3:00 p.m.
Afternoon Shift:	3:00 p.m. to 11:00 p.m.
Night Shift :	11:00 p.m. to 7:00 am

The three (3) shift work schedule when required shall be worked on a two week rotation basis, that is (i.e. - two (2) weeks day shift, two (2) weeks afternoon shift and two (2) weeks night shift).

The paid twenty (20) minute lunch period shall be at or about the mid-point of each shift, Paid ten (10) minute breaks shall be at the mid-point of each half shift.

**11.05** Any operations of the Company which require continuous twenty-four (24) hours operation and yet may not require five (5) days of continuous operation per week to meet production requirements, shall apply the following conditions of work:

Day Shift:	7:00 a.m. to 3:00 p.m.
Afternoon Shift:	3:00 p.m. to 11:00 p.m.
Night Shift:	11:00 p.m. to 7:00 a.m.

During the three (3) shift operations, each employee shall be entitled to a thirty (30) minute lunch period at or about the mid-point of each shift away from his work station but the operation demands that one or more of the employees be working at any given time.

A rest period of fifteen (15) minutes of paid time will be given to each employee at or about the mid-point of each half shift and such rest period will be granted away from the work station as long as the operation remains attended by one or more personnel at any given time.

Employees may be required to work one or more shifts at their straight time hourly rate of pay on regular operations as scheduled by the Company in order to complete their normal work week, because operations and shift schedules have to be cancelled or suspended due to mechanical breakdown or completion of production requirements.

The Company will make every reasonable effort to provide alternative work during the scheduled shift or during the week that such cancellations or suspension of shift operations and schedules are in effect.

**11.06** The normal hours of work for employees in the Bargaining Unit who are required to travel for the Company to perform their duties shall be as follows:

Forty (40) hours per week worked between the hours of 10:00 p.m. Sunday and 12:00 Midnight Friday and the normal work day shall be eight (8) hours per day broken only by the established paid break periods and unpaid lunch periods. The unpaid lunch periods for personnel covered by this Article shall be of thirty (30) minutes duration at approximately mid-point in each normal shift.

Paid fifteen (15) minute break periods for personnel covered by this Article will be approximately mid-point in each half shift including a paid ten (10) minute break period prior to the commencement of any overtime period scheduled in excess of one (1) hour. Paid fifteen (15) minute break periods will be at approximately the mid-point of each four (4) hours of overtime. After twelve (12) hours of work, a second lunch period of thirty (30) minutes duration will be deducted from the total hours. After sixteen (16) hours of work, a third lunch period of thirty (30) minutes duration will be deducted from the total hours.

**11.07** a) Overtime for all workers shall be paid as follows:

i) Overtime for non-Trucking and non-Service personnel shall be paid for at the rate of time and one-half the straight time hourly rate for the first four hours worked in excess of the normal shift hours and double time for all subsequent hours on a daily basis.

ii) Overtime for truck drivers, truck drivers' helpers and service personnel will be paid for at the rate of time and one-half their straight time hourly rate for all hours worked in excess of the normal shift hours on a daily basis.

iii) All work performed on Saturday shall be paid for at the rate of time and one-half the straight time hourly rate plus any premiums that may be applicable for the first four (4) hours of such Saturday work and double the straight time hourly rate plus any applicable premiums for work in excess of four (4) hours on Saturday.

iv) All work performed on Sunday shall be paid for at the rate of double the straight time hourly rate plus any premiums that are applicable.

b) All overtime shall be on a voluntary basis and no employee shall be penalized for exercising this right.

Overtime shall be equitably distributed as is practical among employees normally performing the work to be done. The overtime shall be considered equitably distributed when the ratio of hours of overtime pay divided by hours of straight time work, which will be referred to as the overtime ratio, are equal for employees in a specific departments, on a specific shift and within a specific departmental job classification on the shift.

Errors in the equitable distribution will be corrected by offering overtime assignments as they become available in the classification in question, until such time as the situation is corrected.

It is understood that the Company's obligation, with respect to the distribution of overtime, applies only to those employees at work on the shift within the department of classification at the time the overtime is assigned.

When reasonably possible, employees will be notified the work day before weekday overtime, and the Thursday before weekend overtime.

Any offer of overtime which is refused, provided at least eight (8) hours advance notice was given, will be charged to the employee as overtime worked for the purpose of equalization of overtime.

If the Company is unable to obtain sufficient employees within the classification or department, the opportunity to work the overtime will be given to employees who have signed an "Overtime Notice" which is posted on the Company Bulletin Boards on a monthly basis and used exclusively for overtime outside of the individual classification or department provided the employees have the skill and ability to perform the overtime assignments available. Employees will be selected in the inverse order of their overtime ratio.



**Employees absent when overtime is offered will not be called until the Company has exhausted everyone who has signed the "Overtime Notice" on the shift which the overtime is required. Should it be necessary to phone employees at home, the Company shall have a Union Steward present to verify the calls.**

**The Company will maintain records of all overtime worked for verification of distribution of hours.**

**Failure to sign the "Overtime Notice" shall not disqualify or penalize any employee from the solicitation for or an opportunity to perform any future overtime work.**

**11.08** Truck Drivers, truck drivers' helpers and service personnel shall receive their regular shift pay of eight (8) hours per day when they are prevented from performing their duties by adverse weather conditions only when they are stranded **away** from home during a **scheduled** run. Service personnel shall receive four (4) hours pay when storm stranded at home and prevented from performing their duties, to compensate for the rearrangement of their work schedules.

**11.09** Route assignments for long distance truck drivers will be in accordance with any schedule established and agreed to between the Company and the Union.

**11.10** In the event of second/third shift cancellations, or changes in the schedules of such shifts, the Company agrees to give the employees involved, notice of such cancellations or changes as far in advance as possible.

There shall be a mandatory minimum of eight (8) consecutive hour time off between scheduled, rescheduled shifts or shift changes. In the event an employee would be unable to complete his shift immediately prior to a rescheduling or shift change because of the mandatory eight (8) hours minimum rest requirement, the Company may send him home in order to meet the starting time of his next shift. Any employee who is sent home under these circumstances shall receive a reporting allowance in accordance with Article 19.03 of this Agreement.

The following Groups will be exempt from this Article: truck drivers, servicemen, samples and field display workers and maintenance.

Qualified First Aid persons will be on duty during these additional shift operations.

## **ARTICLE 12 - ANNUAL VACATIONS**

**12.01** All employees as of June 30th will be eligible for the following vacation allowance and will be paid a percentage of their gross pay for all work performed up to June 30th:

Years of Service	Number of Weeks	% of Gross Pay
0 - 1		4%
1 - 3	2	4%
3 - 5	2	5%
5 - 8	3	6%
8 - 10	3	7%
10 - 15	4	9%
over 15	5	10%

**12.02** The scheduling of vacation times for employees shall be the function of Management in keeping with the needs and dictates of the business. Employees normally will be given the choice as to the scheduling of time off for vacation. When more employees from a department request vacation at the same time than can be allowed to be absent, seniority shall govern the granting of vacation only up to the last working day in April.

**12.03** Should the Company decide on a summer shut down period, this period shall **become** the scheduled vacation period for all employees in the Bargaining Unit **except** those ~~that~~ the Company may request to perform work during the vacation shut down in order to meet the demands of business. The **actual** date of the plant shut down shall **be** posted on the bulletin boards by March 31<sup>st</sup> of the current year.

**12.04** Employees entitled to vacations in excess of two (2) weeks per year shall take the remainder at a time mutually satisfactory to the employee and the Company.

The vacation calendar listing the vacation periods granted shall remain posted on the Plant bulletin boards until the end of the current vacation year.

**12.05** For the purpose of computing vacation pay, the vacation pay year shall **be** from anniversary to anniversary of the employee's individual seniority. Vacation pay shall be given to the employees not later than the third Friday of July in the year in which the vacation allowance is earned, together with an itemized statement defining the particulars of the vacation pay **earned** and paid for in that year.

### **ARTICLE 13 - PAID HOLIDAYS**

**13.01** All employees, including probationary employees who have worked twenty-five (25) days, shall receive payment for the **following** paid holidays and will include any additional statutory holidays proclaimed by legislation:

New Year's Day	Good Friday	Easter Monday
Victoria Day	Canada Day	Civic Holiday
Labour Day	Thanksgiving Day	Christmas Day
Boxing Day		

Plus two (2) days to be designated by the Company at the **Christmas/New Year's** period. Payment shall **be based** on the employee's regular current hourly rate multiplied by the number of hours in a normal work day and shall **be made** subject to the following conditions:

a) To **be** eligible for holiday pay, an employee must work on **his/her** regular work day immediately preceding and immediately following such holiday, provided that where an employee fails to do **so** work on either day due to illness certified to the satisfaction of the Company, death in the immediate family, jury duty, approved leave of absence **or** lay-off not exceeding (10) working days prior to the holiday, then, **he/she** shall not **be** deprived of holiday pay.

b) In the event that **one or** more of the paid **holidays** occurs during an employee's vacation he shall **be** paid for the **holiday(s)** in addition to his Vacation Pay. The employee must stipulate prior to his vacation period if he wishes to take an extra day in lieu thereof.

c) If an employee is authorized to and performs work on any of the above named paid holidays, he shall receive payment *at* double time for the hours actually worked **by** him in addition to receiving his holiday pay.

**13.02** Each of the holidays enumerated herein shall **be** observed on the day on which it falls unless otherwise declared by the Dominion of Canada or the Province of Ontario **or** unless otherwise mutually agreed to by both parties.

**13.03** If a paid holiday enumerated herein falls on a weekend, it shall **be** observed on the **following** Monday, unless **otherwise** declared by the Dominion of Canada or the **Province** of Ontario **or** unless otherwise mutually agreed to **by** both parties.

## ARTICLE 14 - SENIORITY

**14.01 a)** The parties recognize that job opportunity and security should increase in proportion to length of service. It is therefore agreed, that in all such cases of vacancy, promotion, transfer, lay-off, recall from lay-off or termination other than discharge for just cause, senior employees shall be entitled to preference *in accordance with Articles 15, 16, 17.*

Seniority shall mean the length of continuous employment with the Company as a regular full time employee in the bargaining unit from his/her last date of hire.

**b)** *All employees shall have their seniority determined by the individual numerical sequence to which their name appears on the seniority list. No person shall be deemed to have the same seniority although they may have been hired on the same date.*

The maintenance of the employee seniority lists shall be the responsibility of the Company.

**14.02** In recognition, however, of the responsibility of the Company for the efficient operation of the business, it is understood and agreed that in all such cases the Company shall have the right to pass over any employee if it establishes that he does not have the ability or the physical fitness to perform the work. The specified trial or training period may be utilized to establish the employee's ability or physical fitness. If a candidate is passed over without a trial or training period, the Chief Shop Steward shall be informed of the reasons the trial period was not extended and such reasons shall be subject to the grievance procedure if not acceptable to the Union.

### **14.03**

An employee will be considered probationary for the first 320 hours or forty (40) days worked and will have no rights except for those outlined in Article 3.01 under this Collective Bargaining Agreement during that time and may be discharged at any time during that period without recourse to this Agreement. After 320 hours or forty (40) days worked, the employee will gain Seniority standing and his seniority shall date back to the date on which his employment began.

### **14.04** Maintenance and Accumulation of Seniority

Seniority shall be maintained and accumulate during:

- a) absence due to lay-off;
- b) compensable work related accident;
- c) certified sickness or accident for a period not to exceed 66 consecutive months;
- d) pregnancy leave of absence as allowed and defined in the Employment Standards Act;
- e) absence due to an authorized leave of absence for a period not to exceed the duration approved.

### **14.05**

Seniority shall be lost and not reinstated for any of the following reasons:

- a) the employee terminates his employment for any reason; or
- b) the employee is discharged for any reason and is not reinstated in accordance with the Articles of this Agreement; or
- c) the employee is laid off and fails to return to work within five days after he has been so requested by means of registered mail from the Company to his last recorded address; or
- d) the employee has been on lay-off for a continuous period of eighteen (18) calendar months; or
- e) after six (6) months absence from the scope of the Collective Bargaining Agreement due to work being performed for the Company which is not covered by this Collective Bargaining Agreement.

### **14.06**

#### Seniority Lists

The Company shall maintain seniority lists for the Bargaining Unit and such lists shall be posted on the bulletin boards for employee inspection. These lists shall be updated every three (3) months and a copy shall be provided to the Union.

**14.07** Promotion to any classification involving the driving of a Company vehicle will be governed by seniority where the senior eligible employee applying, meets any and all standards as set by

the Company carrying out fleet insurance, the Company bonding our truck driving employees, and any licensing or qualification requirements as set by any government agency having jurisdiction over the operation of such vehicles as the Company may utilize.

## ARTICLE 15 - JOB POSTING

**15.01** For the purposes of job posting procedures, all vacant positions in classifications higher than Group 4 as shown in Schedule A must be posted on the bulletin boards in accordance with Article 15.02.

**15.02** All vacancies created by new classifications and any to be filled in existing classifications shall be posted within five (5) working days of the occurrence of any such vacancy and will remain posted for a five (5) working day period. Any employee in the Bargaining Unit may make application for such vacancies within the five (5) working day posting period and the following conditions will apply:

- a) The successful applicant shall be named and transferred within the five (5) working day period immediately following the closing of the posting period.
- b) The Company shall provide the Chief Shop Steward with a copy of all applications and appointments when the posting has been completed.
- c) Vacancies created by lay-offs, sickness, accident, leave of absence or vacations shall not be posted.
- d) In filling the vacancy, the parties shall be subject to the obligations and entitled to the rights set forth in Article 15.
- e) Nothing herein shall prevent the Company from hiring persons from outside the bargaining unit when no eligible employee applies for a posted vacancy.
- f) The Company may fill a vacancy on a temporary basis for up to twenty (20) working days until such time as the job posting procedure is completed.

**15.03** The successful applicant to a job posting shall be paid the rate for the posted job according to Schedule "A" upon his/her transfer into that job classification following the job posting.

**15.04** In those cases where the skill, ability and physical fitness of the applicant cannot be objectively assessed prior to selection, a trial period will be used. The trial period shall be ten (10) days for Group 3 jobs and twenty (20) days for Group 2 and Group 1 jobs. At the end of the trial period, an evaluation meeting will be held with the Union, Company and applicant. If the applicant has not been able to demonstrate reasonable proficiency during this trial period, then the employee will be returned to his/her previous classification. If the results of the trial period are inconclusive, the trial period may be extended by the Company.

After the completion of the job posting procedure, the position vacated by a successful applicant or employee transfer request shall be posted immediately upon the employee's acceptance into the new position. A review of the vacated position will take place between two (2) Shop Stewards and Management of the Company if the vacated position is not to be posted.

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

**15.06** An employee making an application for a vacancy under the provision of this Article, shall on the selection of a successful applicant, be notified of the appointment.

## ARTICLE 16 - TRANSFERS

### 16.01 Temporary Transfers

When an employee is temporarily transferred from his regular job in the bargaining unit to another job in the bargaining unit, his rate of pay will be determined as follows:

- a) When an employee is temporarily transferred to any job in the bargaining unit, he shall receive the rate for the job or his own regular rate, whichever is greater.
  - b) Any employee temporarily transferred will be returned to their regular job at their regular rate of pay upon the completion of their temporary assignment.
  - c) Any position filled on a temporary basis under this Article will not be protected from lay-off when the employee is subject to lay-off as a result of his seniority standing.
- 16.02 **Standard Transfers**
- a) An employee who is transferred as a result of a successful application for a job vacancy, shall receive the rate for the job for which he applies; or
  - b) Any employee who requests and receives a transfer to a job in a lower wage group classification, shall receive the lower rate of pay.

**ARTICLE 17 • LAY-OFF & RECALL PROCEDURE**

- 17.01 In the event of lay-offs for lack of work, the following procedures will be observed:
- a) Students, then probationary employees shall be terminated before regular fulltime employees are effected; then
  - b) **Lay-offs will be in the inverse order of seniority, that is, the employee with the least plant wide seniority shall be the first to be laid off providing the senior employee has the skill, ability and physical fitness to perform the job within one (1) day without additional training for posted positions, and ten (10) days for unposted positions.**
  - c) In the event of unanticipated shortage of materials or major equipment failure, the Company may lay-off employees for a temporary period not to exceed two (2) working days only once during a six (6) calendar month period without regard to the lay-off and recall provisions of this Collective Agreement and only after consultation with the Union.
  - d) When production requirements are reduced because of a lack of work, the normal hours of work as prescribed in Articles 11.01 • 11.02 • 11.03 • 11.04 • 11.05 or 11.06 of this Agreement shall not be altered, modified or reduced for employees required to perform work for the Company while operations in the plant continue.
- 17.02 In the event of impending lay-off due to lack of work, all employees to be laid off shall be given forty-eight (48) hours advance notice, or in lieu thereof sixteen (16) hours pay. The Shop Stewards in the plant shall be given **forty-eight (48) hours notice of pending lay-offs.**
- 17.03 **When it is necessary to recall employees to the work force, the following procedure will be used.**
- a) **The employee with the greatest plant wide seniority shall be the first to be recalled providing the senior employee has the skill, ability and physical fitness to perform the job within one (1) day without additional training for posted positions, and ten (10) days for unposted positions.**
  - b) The employee so selected for recall shall be contacted by registered letter or via Courier Mail as outlined below with a request to return to work. A verbal request to return to work may be utilized to attempt to have the employees return quickly to the work force but in no case will an employee be considered as terminated where he answers negatively to a verbal recall or fails to give a definite answer to a verbal recall.
  - c) When an employee is given notice of his/her recall from lay-off to active employment by registered mail, or via Courier to his/her address which was last recorded with the Company, the employee must return to work on that date or within five (5) working days from the date of the mailing of the registered letter, or the delivery of notice via courier mail, whichever is the later date.
- Failure to properly respond to the foregoing requirements, the employment of an employee may be terminated unless she/he can provide and substantiate a bona fide reason for not doing so to the satisfaction of the Company.

**17.04** Because of the nature of the work involved and the skills required in the following classifications:

Maintenance Millwright (licensed)  
Vehicle Mechanic (licensed)  
Servicemen and Service Helpers  
Moulder & Tenoner Set Up and Operate  
Electrician (licensed)  
**Tractor Drivers (A-Z License)**

The employees in the foregoing classifications who would normally be laid off because of their lesser seniority and in accordance with the procedures established in **Article 17.01**, said employees shall be protected from lay-off when it is necessary that the functions of their regular duties must be continued and that employees with greater plant-wide seniority may be laid off.

Should an operation containing any of the classifications defined above be suspended during a lay-off and in which employees currently protected are working, it shall be deemed as cause for such employees who have lesser plant-wide seniority in the protected position to be laid off than those employed in non-protected jobs, and conversely, those with greater plant-wide seniority will be entitled to be accommodated in non-protected positions.

Upon the resumption of any temporarily suspended operations caused by a lay-off, employees whose regular jobs are within the classifications sheltered under **Article 17.04** may be recalled without regard to plant-wide seniority (but in conformity with the order in which they were laid off from their regular jobs, (e.g. "the protected classifications") to enable an expeditious return to normal operations as soon as possible.

In the event a Department or group classification is permanently discontinued for any reason, employees affected by the cessation shall be accommodated by means of a transfer by the Company into a group classification and their current rate of pay will be maintained for a period of three (3) calendar months. After three (3) months in the new group classification, their rate of pay will be adjusted accordingly.

**17.05** Charge Hands shall not be laid off irrespective of their seniority and their positions shall be preserved only when their respective departments continue to operate, including when the department is running at partial capacity.

## **ARTICLE 18 - TRAINING**

**18.01** Person's in posted positions may be assigned to special projects for up to four (4) months in a twelve (12) month period. Project assignments may be extended by mutual agreement of the Company, Union and said individual. The individual will retain his/her wage rate during this project assignment

**18.02** Employees may be temporarily assigned to other jobs in the plant so that others can be cross-trained to perform his/her job. Temporary assignments to allow for cross-training shall not exceed two (2) occurrences of two (2) weeks per occurrence per six (6) months. The person being cross-trained shall retain their current wage rate. The person being displaced to allow cross-training shall be paid the higher of his/her current wage rate or the wage rate of the temporary assignment, provided that the person is qualified to perform the work on the temporary assignment. Otherwise, the displaced person will retain his/her current wage rate, and the temporary assignment will be treated as cross-training as well. All cross-training assignments may be extended by mutual agreement of the Company, Union and impacted workers.

## ARTICLE 19 • WAGES

### **19.01 Bereavement Leave:**

a) An employee shall receive up to three (3) days bereavement leave with pay whenever there is a death in his immediate family. The immediate family is: Spouse, common-law spouse, children, common-law-children, father, mother, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents (of either spouse) and grandchildren, Common-Law being defined as co-habitant for twelve (12) consecutive months or greater.

To qualify for this payment, the employee must have taken up to three (3) days off during the five (5) consecutive day period immediately subsequent to the bereavement for the purpose of attending the funeral and matters pertaining to the bereavement.

b) An employee shall be granted one (1) day's bereavement leave with pay for the purpose of attending the funeral of a Brother-in-Law or Sister-in-Law.

In all cases, the one (1) working day or three (3) working days paid bereavement leave is granted to protect the employee from loss of income during his period of bereavement.

A multiple bereavement shall be treated as one (1) bereavement for the purpose of this Article.

### **19.02 Pay for Citizen Duty:**

The Company shall pay an employee who is required for jury service or subpoenaed as a court witness for each day of service, the difference between his straight time hourly rate for the number of hours he normally works on his regular shift, and the payment he receives for court service. The employee will present proof of service and the amount of pay received.

### **19.03 Reporting Allowance:**

Any employee who reports to work at the commencement of the pre-lunch portion or post-lunch portion of his shift and finds no work available shall receive four (4) hours pay for reporting for the pre-lunch portion of the shift and two (2) hours pay for the post-lunch portion of the shift except where:

1. When the employee is notified in advance not to report to work.
2. When the lack of work is due to power failure, acts of God, labour disputes or emergency situations.

In the event that it is necessary to call an employee back to work in the case of an emergency, he shall be given a minimum of three (3) hours pay at his regular rate or time and one-half for the hours actually worked, whichever is greater.

### **19.04 Travel and Meal Expenses:**

- a) *All employees who are required to travel for the Company shall receive a meal expense as shown in the following table:*

(i) Away from the plant but does not require an overnight stay:

- |   |           |            |
|---|-----------|------------|
| • less than five (5) hours                                  | • nil     |            |
| • five (5) hours or more but less than eight (8) hours      | - \$ 4.00 |            |
| • eight (8) hours or more but less than fourteen (14) hours | - \$11.00 | Additional |
| • fourteen (14) hours or more                               | - \$ 8.00 | Additional |

Such expenses are not to exceed \$23.00 per day.

(ii) In the event of the employee being away from the Company's premises for more than one (1) day the Company shall pay the employee for his lodging and meal expenses for each day he is away as shown in following table:

- |  |           |            |
|--|-----------|------------|
| • less than 5 hours                            | - \$ 6.00 |            |
| • five (5) hours or more but less than 8 hours | - \$ 8.00 | Additional |
| • eight (8) or more hours                      | - \$11.00 | Additional |

Such expenses are not to exceed \$25.00 per day.

All expenses must be substantiated by cash register receipts showing the date, time, GST registration number and amount.

#### 19.05 Insurance and Welfare:

The Company agrees to pay the full cost of the Employee Benefit Plans • Insurance, Major Medical Plan, O.H.I.P. and Dental Plan (1993 O.D.A. Schedule of Fees effective November 16th, 1995 shall then be automatically upgraded to provide and maintain a two (2) year difference from the current year's O.D.A. Schedule of Fees as of January 1st of each successive year) as set forth in Schedule "C" attached hereto and forming part of this Agreement. Such coverage to take effect from the first of the full month following the completion of twenty-five (25) days worked as defined in Article 3.01 of this Agreement.

All employees eligible for Insurance and Welfare benefits under this Collective Agreement will have the premium costs of such benefits paid by the Company for a period of two (2) months following the end of the month in which the employee is laid-off.



20.06

### Company Pension:

All employees who have completed one (1) full year of service with the Company shall be entitled to participate in the Group Registered Retirement Savings Plan established on the First day of February, 1988.

Effective November 16, 1993 the Company's contribution to the Plan will be twenty (20) cents per hour.

These contributions will be paid on all hours worked or paid, including overtime hours but shall not be computed on a premium basis.

The Company contribution to the Plan will be for employees on the active pay roll of the Company only and employees on Workers' Compensation, Weekly Indemnity, Long Term Disability, or leave of absence will be excluded.

The employee contribution to the Plan will be by pay roll deduction and must match the Company contribution. Employees may exceed the minimum to the limit allowed under Federal legislation.

The Plan will provide:

- 1) immediate vesting of Company contributions;
- 2) a spousal plan option for employee contributions;
- 3) an annual statement of accounts and an annual receipt for income tax purposes.

The Company shall have the right to select the carrier of its choice in respect to this Plan, provided that in the event that any carrier is changed, an equivalent level of benefits will be maintained.

## ARTICLE 20 - PLANT SAFETY

**20.01** Both parties hereto will co-operate to the fullest extent reasonably possible in the prevention of accidents and the promotion of the safety and health of the employees of the Company. It is agreed that all employees will use the protective devices supplied by the Company. The Company shall provide eighty-five dollars (\$85.00) per year to each eligible employee towards the cost of safety footwear and **this amount shall be increased to ninety dollars (\$90.00) effective July 1, 1997.** This subsidy shall not be accumulative from year to year.

New employees will be entitled to receive the safety footwear subsidy upon the successful completion of the probationary period and be actually working for the Company.

Students will **NOT** be entitled to receive the safety footwear subsidy.

**20.02** Whenever an employee sustains an injury during working hours and is unable to continue working the remainder of his shift, the Company agrees that it will compensate said employee to the extent that said employee will be paid his regular rate of wages including any shift premium or overtime for all remaining time left in his shift.

**20.03** The Company shall provide transportation from the plant on the day an employee sustains an industrial accident, and pay for time spent by an employee during his regular shift hours for subsequent medical treatment required as a result of an industrial accident. It will be required that an employee who is certified medically able to perform work prior to or following such treatment will do so where such work does not interfere with the treatment times.

**20.04** The Company will not be responsible for the payment of such time and transportation which would be compensated by the Workers' Compensation Board. The calculation of hourly rate shall be based on the employee's straight time hourly rate.

**20.05** in the event of employees sustaining injuries or becoming affected by occupational diseases during the course of their employment with Dashwood Industries Limited and become physically handicapped as a result thereof, every effort will be made by the Company to give the handicapped employee such suitable employment as is available.

**196** In addition to the duties given to the Plant Health & Safety Committee under applicable Occupational Health and Safety legislation, the Committee will:

- a) Promote compliance with pertinent legislation.
- b) Meet once each month, or more regularly as mutually agreed.
- c) Designate one (1) member of the Committee who represents workers and one (1) member of the Committee who represents management to tour the Plant to inspect the physical condition of the workplace once per month as scheduled by the Plant Health & Safety Committee.

## ARTICLE 21 - LEAVE OF ABSENCE

**21.01** At the discretion of the Company an employee may be allowed up to a 30 day leave of absence without pay for personal reasons if:

1. He requests it from the Company in writing and sufficient notice is given to allow for rearrangement of work or substitution of a replacement and the leave is for good reason.
2. A leave of absence will be extended for additional 30 day periods if there is good reason and the Union and the Company mutually agree. The employee must request the extension in writing before his leave of absence is up. The Union will be notified of all leaves under this Section.

**21.02** Employees, maximum four (4) at any one time, who have been elected or appointed by the Union to attend Union Conventions or Conferences shall be granted a leave of absence without pay for this purpose.

The Union will inform the Company of the names of the delegates. The Company shall grant an employee a leave of absence of not more than two years to work in an official capacity for the local or international Union. The employee must request the leave in writing and the Union must approve it. This leave may be extended for additional two year periods. Not more than one employee will be granted such a leave at any one time and no continuation of benefits or other Company sponsored or paid programs will be given for leaves in excess of thirty (30) days duration under the terms of 21.02.

**21.03** Any leave of absence will be in writing and no such leave will affect any employee's seniority rights when used for the purpose granted.

## ARTICLE 22 - GENERAL

**22.01** The Company agrees to provide the Union with at least four (4) Bulletin Boards for the purpose of posting Job Vacancies in accordance with Article 15 of this Agreement (to be posted by an appropriate member of Management) and to permit the Union to post notices of Union meetings and social affairs.

A Bulletin Board shall be situated at each of the following Plant locations:

One on the wall between the South End Washrooms;

One in the Receiving Area;

One in the M.L.K. Lunchroom; and

One at the North End Employee Entrance.

Union notices will be posted only by Officers and Shop Stewards of the Union and will be in keeping with the spirit and intent of this Agreement.

**22.02** The Company's obligations and the employee's rights with respect to overtime, lay-offs and reporting allowances shall be conditional upon the employee maintaining a residential address and telephone, and upon having provided the Company in writing with his current address and telephone number. Evidence that the Company has not been able to contact any employee at such telephone number shall be conclusive as to the employee's failure to perform this condition.

**22.03** The Company will recognize a Union Negotiating Committee of five (5) employees who have acquired seniority under this Agreement and this Committee shall consist of the current Chief Shop

ward and four (4) members selected by the employees in the Bargaining Unit plus one or two Business representative's from the Union for the purpose of negotiating the renewal of this Agreement. The Company agrees to pay the regular wages for the employee members of the Committee for time spent in negotiating meetings with the Company during the normal hours of work up to but not including any Conciliation Meetings.

**22.04** The Company and the Union desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason both parties agree to share the cost equally in printing the Agreement and each employee will receive one copy which is to be distributed by the Union.

**22.05** If an authorized Union Representative, who is not employed by the Company, wished to speak to a Shop Steward in the plant about a grievance or other official Union business, he shall make such request of a Company Representative who shall then call a Shop Steward for the purpose of having this meeting. These discussions shall be mutually arranged between the Company and the Union Representatives.

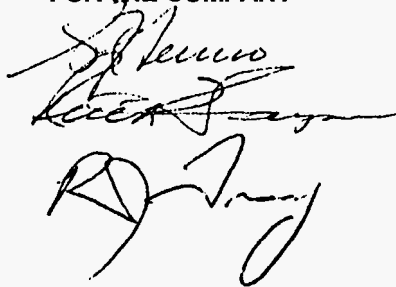
### ARTICLE 23 - DURATION

**23.01** This Agreement shall be binding and remain in effect from November 16, 1996 to November 15, 1998 and shall be renewed from year to year thereafter unless either party gives to the other party, notice in writing within the period of ninety (90) days prior to the expiry of this Agreement that it desires to amend or terminate the Agreement. \*

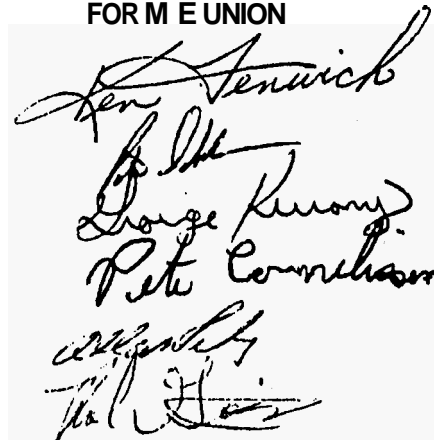
**23.02** Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed or the right to strike or lockout occurs, whichever is first.

Executed at Centralia, Ontario, this 31<sup>st</sup> day of JANUARY, 1997

FOR THE COMPANY

Three handwritten signatures in black ink, appearing to be in cursive script, located below the 'FOR THE COMPANY' heading.

FOR M E UNION

Five handwritten signatures in black ink, appearing to be in cursive script, located below the 'FOR M E UNION' heading.

## SCHEDULE A CLASSIFICATIONS

### Trades Group

Maintenance Millwright (licensed)  
Electrician (licensed)  
Vehicle Mechanic (licensed)

### Group 1:

Tractor Driver ("A" License)  
Serviceman "A" after 2 years as service truck driver

### Group 2 :

Serviceman "B" - Service Truck Driver  
Vinyl Transfer One - Setup and Operate  
Maintenance Mechanic, Welder and Fitter  
Moulder and Tenoner - Set-up and Operate  
Pre-select Rip Saw - Set-up and Operate  
Four Corner Welder - Set-up and Operate  
Finger Groover - Set-up and Operate  
Sample and Field Display Worker  
Tow Motor Driver (licensed, safety course)  
Tool and Grinder - Set Up and Operate  
Paint Line - Set Up and Operate  
Special Unit Assembler  
Edge Gluer - Set-up and Operate  
Chop Saw Operator  
Truck Driver "D" License  
Mulling - 2 years or more experience  
Classic Door Assembler - 2 years or more experience  
**Packaging**

### Group 3 :

Service Helper "A" - more than 2 years as a service helper  
Double Mitre Push Back - Set Up and Operate  
Double Mitre Cope Saw - Set Up and Operate  
Shipper or Receiver  
Mulling - Less than 2 years experience  
Truck Driver's Helper  
Classic Door Assembler - Less than 2 years experience  
**Prime Casement Final Assembly Trimmer**

### Group 4 :

All other workers after 12 months service (except Group V).

### Group 6 :

Medically requested light duty (only considered with current medical doctor's certificate).  
Employees in Group V are ineligible for all overtime.  
Any new classification created by the introduction of new operations will have to be discussed and classified when they have been agreed upon between the Company and the Union.

**SCHEDULE "B"  
HOURLY WAGE RATES**

Effective Dates	1996	1997
	Nov 16th	Nov 16th
Trades Group	\$18.50	\$18.75
Group 1	\$14.65	\$14.90
Group 2	\$14.15	\$14.40
Group 3	\$13.75	\$14.00
Group 4 after 12 mos service	\$13.65	\$13.90
Group 5	\$12.40	\$12.65
After 6 mos. service	\$11.95	\$12.20
After Probation	\$11.20	\$11.45
Start Rate	\$10.20	\$10.45
Student Rate	\$ 8.55	\$ 8.55

**Premium**

1. Charge Hand Premium- Shall be **55c** per hour above the Group Rate of the classification for all hours worked and said premium shall not be used in calculating the premium to be paid on overtime work.
2. Lead Hand Premium- Shall be **40c** per hour above the Group Rate of the classification for all hours worked and said premium shall not be used in calculating the premium to be paid for overtime work.
3. Shift Premium- All employees
  - a) Evening Shift: **(\$ .40) forty cents** per hour for all hours worked between **3: p.m. and 12:00 Midnight** when the shift begins on and after **3:30 p.m.**
  - b) Night Shift: **(\$ .50) fifty cents** per hour for all hours worked between **12:00 Midnight and 7:00 a.m.** when the shift begins on or after **12:00 Midnight**.  
Said shift premium shall not be used in calculating the premium to be paid for overtime work.
4. Seniority Premium- All employees will receive in addition to their group rate:  
Effective November **16th**, 1993:
  - \$0.05 per hour after three (3) years' seniority
  - \$0.10 per hour after five (5) years' seniority
  - \$0.25 per hour after ten (10) years' seniority
  - \$0.30 per hour after fifteen (15) years' seniority
  - \$0.40 per hour after twenty (20) years' seniority
5. Training Premium- The service truck driver as described in Groups **1** and **2** shall be paid a training premium of **40c** per hour for all hours spent training or **instructing** probationary employees.
6. Hazard Premium - Effective November **16th**, 1991 any employee who is required to perform work on the repair, replacement or installation etc. of a **Dashwood Industries Product** above the **forty (40) foot level** on the exterior of a building shall be paid the Premium of One Dollar (\$100) per hour above his regular rate of pay for all hours worked in the performance of such duties.

SCHEDULE C  
Dashwood Industries Limited  
Description of Benefits only -  
Coverage Governed by Plan Documents

**Life Insurance:**

Payable in the event of accident or sickness at death from all causes..... **\$35,000.00**

**Accidental Death and Dismemberment:**

(24 hour coverage) on or off the job .....**\$35,000.00**

**Weekly Sick Pay Payable From:**

1st day due to an accident or hospitalization as an in-patient

8th day of absence resulting from illness

**Payable During**

Following eligibility, **15 weeks** for each disability

**Benefits Payable:**

2/3 of normal gross straight time pay to a maximum of U.I.C. current maximum

**Long Term Disability:**

Elimination period of 180 days. Payable for five (5) years or until normal retirement date, whichever comes first. Benefit of **\$1000.00/month** for all employees effective November 16th, 1993.

**O.H.I.P.**

Basic O.H.I.P. plan coverage for employee, spouse and unmarried children from birth to age 21 while still dependent

**Major Medical Plan-** no Deductible

**Co-Insurance:**

100% of balance

Maximum:

\$10,000 per person

Dental:

**\$10/\$20 Deductibles**

**Maximum:**

**\$1,000/year/Insured**

EXTENDED HEALTH PLAN  
Eligible Expenses

- Prescription Drugs
- Nursing Charges
- Ambulance Charges
- Rental of durable therapeutic equipment
- Physiotherapy Charges
- Out-patient Hospital and Clinic Charges
- Blood; Plasma; Artificial Limbs and eyes; Casts; Splints; Trusses; Braces
- Oxygen and Rental of Equipment for its administration
- Vision Care: \$70.00 effective November 16th, 1993 during and 24 month period. Unlimited Lenses. Contact lenses if medically required (no sun glasses).
- Semi-private Hospital Room Rate
- Coverage outside Canada for Doctors and Hospital within O.H.I.P. fee schedule
- Hearing Aids - \$500.00 maximum every five (5) years.

**CENTRALIA HOURLY DENTAL PLAN**

Deductible

After a \$10/\$20 deductible in each calendar year, the plan will reimburse 100% of eligible major restorative treatment.

**Covered Expenses - Routine**

- The following services (i) to (iv) inclusive, each limited to once in any 6 month period:
- a)
    - i) oral examination
    - ii) prophylaxis (the cleaning and scaling of teeth)
    - iii) bite-wing x-rays
    - iv) topical application of fluoride solutions
  - b) Full mouth series of x-rays, provided that a period of at least 24 consecutive months has elapsed since the last such series of x-rays was performed.
  - c) Extractions and single alveolectomy at the time of tooth extraction.
  - d) Amalgam, silicate, acrylic and composite restorations (fillings).
  - e) Surgical extraction of impacted teeth.
  - f) Surgical removal of tumors, cysts, neoplasms, plus the incision and drainage of an abscess.
  - g) Diagnostic x-rays and laboratory procedures required in relation to dental surgery.
  - h) General anaesthesia required in relation to dental surgery.
  - i) The cost of medication and its administration when provided by injection in the dentist's office.
  - j) Endodontic treatment - treatment of diseases of the dental pulp.
  - k) Periodontic treatment - treatment of tissues and bones supporting teeth.
  - l) Space maintainers for missing primary teeth and habit breaking appliances.
  - m) Consultations required by the attending dentist.
  - n) Relines, repairs, and rebases to existing appliances (fixed bridgework, removable partial or complete dentures).

**Covered Expenses - Major Restorative**

- a) Crowns and onlays, including gold and porcelain veneer fillings where other materials is not suitable. Crowns provided for the sole purpose of periodontal splinting are not eligible.
- b) The creation of an appliance (fixed bridgework, removable partial or complete dentures).
- c) The replacement of an existing appliance (fixed bridgework, removable partial or complete denture) only under the following circumstances:
  - 1. If necessitated by the extraction of additional natural teeth while insured under this policy.
  - 2. If the existing appliance is at least 5 years old and cannot be made serviceable.
  - 3. If the existing appliance is temporary and is replaced with a permanent bridge or denture and takes place within 12 months of when the temporary appliance was installed.

NOTE: Replacement of a ~~lost, mislaid~~ or stolen appliance will not be an eligible ~~expense~~.  
Services of a licensed ~~Dentist~~ when practising within the scope of his license.  
Other necessary oral ~~surgical~~ procedures not specifically ~~listed~~ under ~~Routine~~ Treatment.

#### Exceptions and Limitations

1. Services and supplies rendered for dietary planning for the control of dental caries, for plaque control or oral hygiene ~~instructions~~.
2. Orthodontic treatment ~~which means dental treatment which has its objective the correction of malocclusion of teeth (Malocclusion- faulty coming together of teeth when biting).~~
3. Broken appointments or the completion of claim forms required by the Company.

#### Treatment Plan Requirements

Before beginning any ~~proposed dental work~~ which your dentist estimates will ~~cost~~ more than **\$300.00**, you must first submit a treatment ~~Plan~~ to the insurance company. ~~Special~~ forms are available from the Personnel Administrator.

**A** Treatment Plan is a plan including x-rays showing the patient's dental needs, a description of the proposed treatment and an estimate of the cost.

The filing of a treatment Plan avoids **any misunderstanding as** to the extent of coverage and gives the patient and dentist an opportunity to review the proposed treatment and the extent of plan coverage before any work is started.



**MINUTES OF SETTLEMENT**

• between •  
UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF AMERICA,  
LOCAL 3054

(hereinafter The "Union")

• and •

DASHWOOD INDUSTRIES LIMITED  
CENTRALIA, ONTARIO

(hereinafter The "Company")

WHEREAS the Union filed grievance dated July 17, 1987 alleging that the Company violate the Collective Agreement in failing to pay statutory holiday pay to students.

**AND WHEREAS** the parties are desirous of resolving the aforementioned grievance.

**AND WHEREAS** in resolving the aforementioned grievance the parties are desirous of clarifying the application of the Collective Agreement to students with a view to **minimizing** disputes and **harmonizing** their relationship.

NOW **THEREFORE** the parties agree as follows:

1. Students fall **within** the **bargaining** unit of employees for whom the Union holds bargaining rights.
2. The employment relationship between students and the Company is **durational** in nature and accordingly, application of the Collective Agreement is limited to the following Articles:
  - a) Article 1 (entirety)
  - b) Article 2.01, 2.02, 2.03
  - c) Article 3.02, 3.03
  - d) Article 4 (entirety)
  - e) Article 6 (entirety)
  - f) Article 7 (entirety)
  - g) Article 8 (entirety)
  - h) Article 9 (entirety)
  - i) Article 10 (entirety)
  - j) Article 11 (entirety)
  - k) Article 16 (entirety)
  - l) Article 17 (entirety)
  - m) Article 18.03, 18.04
  - n) Article 19 (entirety)
  - o) Article 21.02, 21.04
  - p) Schedule A
  - q) Schedule B
3. It is agreed and understood that pursuant to Articles 4, 6 and 7, students shall not have access to the grievance procedure in respect of discipline and discharge.
4. It is agreed and understood that Article 16 shall only apply in those instances where students are assigned work performed by employees in classifications above Group IV as set out in Schedule B.
5. It is agreed and understood that Article 2.03 shall not be construed as limiting the **rights** of students as provided for in these Minutes of Settlement.

DATED at London this 10th day of December, 1987.

**FOR THE UNION:**

ADAM B. SALVONA  
DANIEL ISAAC

**FOR THE COMPANY**

S. J. GENNO  
R. E. ZEEHUISEN

**LETTER OF UNDERSTANDING**

**The Company agrees that it will post Lead hand and Charge Hand positions effective immediately upon ratification of this Collective Agreement**

**FOR THE COMPANY**

**S.J.GENNO**

**FOR THE UNION**

**ADAM B. SALVONA**

Letter Of Agreement

- between -

UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF AMERICA  
LOCAL 3054

• and •

DASHWOOD INDUSTRIES LIMITED

This Letter of Agreement will replace Article 12 - Annual Vacations in the existing Collective Agreement dated November 16, 1996 to November 15, 1998 if a joint application to the Ministry of Labour is successful and approved.

ARTICLE 12 • ANNUAL VACATIONS

**12.01** All employees as of December 31st will be eligible for the following vacation allowance and will be paid a percentage of their gross pay for all work performed up to December 31st:

Years of Service	Number of weeks	% of Gross Pay
0 - 1		4%
1 - 3	2	4%
3 - 5	2	5%
5 - 8	3	6%
8 - 10	3	7%
10 - 15	4	9%
over 15	5	10%

**12.02** The vacation year will run from January 1 to December 31.

**12.03** Vacation earnings will be paid every Friday, for the vacation earnings of the prior week. These earnings will be deposited by means of direct deposit into each individual's account. The employee may specify separate accounts for regular pay and vacation pay.

**12.04** The scheduling of vacation times for employees shall be the function of Management in keeping with the needs and dictates of the business. Employees normally will be given the choice as to the scheduling of time off for vacation. When more employees from a department request vacation at the same time than can be allowed to be absent, seniority shall govern the granting of vacation only up to the last working day in April.

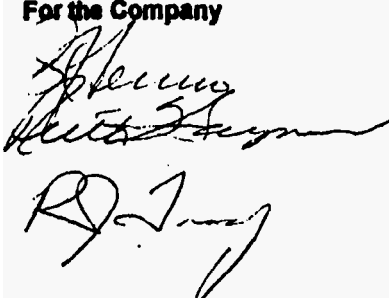
**12.05** Should the Company decide on a summer shut down period, this period shall become the scheduled vacation period for all employees in the Bargaining Unit except those that the Company may request to perform work during the vacation shut down in order to meet the demands of business. The actual date of the plant shut down shall be posted on the bulletin boards by March 31 of the current year.

**12.06** Employees entitled to vacations in excess of two (2) weeks per year shall take the remainder at a time mutually satisfactory to the employee and the Company.

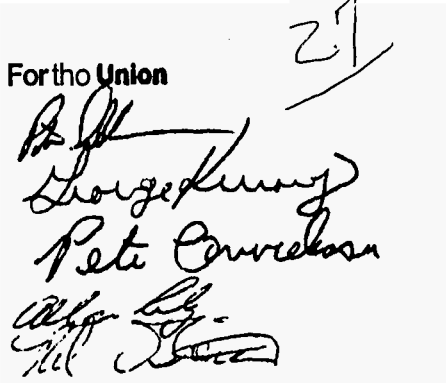
The vacation calendar listing the vacation periods granted shall remain posted on the Plant bulletin boards until the end of the current vacation year.

**12.07** For the purpose of computing vacation pay, the vacation pay year shall be from anniversary to anniversary of the employee's individual seniority.

**For the Company**



**For the Union**



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1/31/97